

DISTRICT OF UCLUELET

Bylaw No. 1270, 2020

A Bylaw to Authorize the District of Ucluelet to Enter into a Housing Agreement.

(Lot 13 Marine Drive)

WHEREAS the Municipality may, by Bylaw, under Section 483 of the *Local Government Act* enter into a Housing Agreement which may include terms and conditions agreed to by the Municipality and the Owner regarding the occupancy of the housing units identified in the Agreement;

AND WHEREAS the Municipality has rezoned the property at Lot 13 Marine Drive to a new Compact Single-Family Residential Zone to enable the development of 33 small affordable housing lots: 24 lots to be developed under the BC Housing “Affordable Home Ownership Program” and 9 lots to be developed as affordable rental housing units;

AND WHEREAS the Owner has offered to register a Housing Agreement to ensure that the housing units are developed as proposed on the Lands described in this Bylaw, and the Municipality has deemed it expedient to require the Owner to enter into a Housing Agreement with the Municipality pursuant to Section 483 of the *Local Government Act*;

NOW THEREFORE the Council of the District of Ucluelet, in open meeting assembled, enacts as follows:

1. The Municipality is authorized to enter into Housing Agreements pursuant to Section 483 of the *Local Government Act*, in substantially the form attached to this Bylaw as Schedules “A” and “B”, with respect to the land located in the District of Ucluelet known as Lot 13 Marine drive and being more particularly known and described as:

Lot 13, District Lot 283, Clayoquot Land District, Plan VIP84686

as shown shaded on the map attached to this bylaw as Appendix “A”.

2. The Mayor and the Chief Administrative Officer of the Municipality are authorized to execute the Housing Agreements on behalf of the Municipality.

CITATION

3. This bylaw may be known and cited for all purposes as the “**Ucluelet Housing Agreement Bylaw No. 1270, 2020**”.

READ A FIRST TIME this 17th day of March, 2020.

READ A SECOND TIME this 17th day of March, 2020.

READ A THIRD TIME this 17th day of March, 2019.

ADOPTED this day of , 2019.

CERTIFIED A TRUE AND CORRECT COPY of “Ucluelet Housing Agreement Bylaw No. 1270, 2020”

Mayco Noël
Mayor

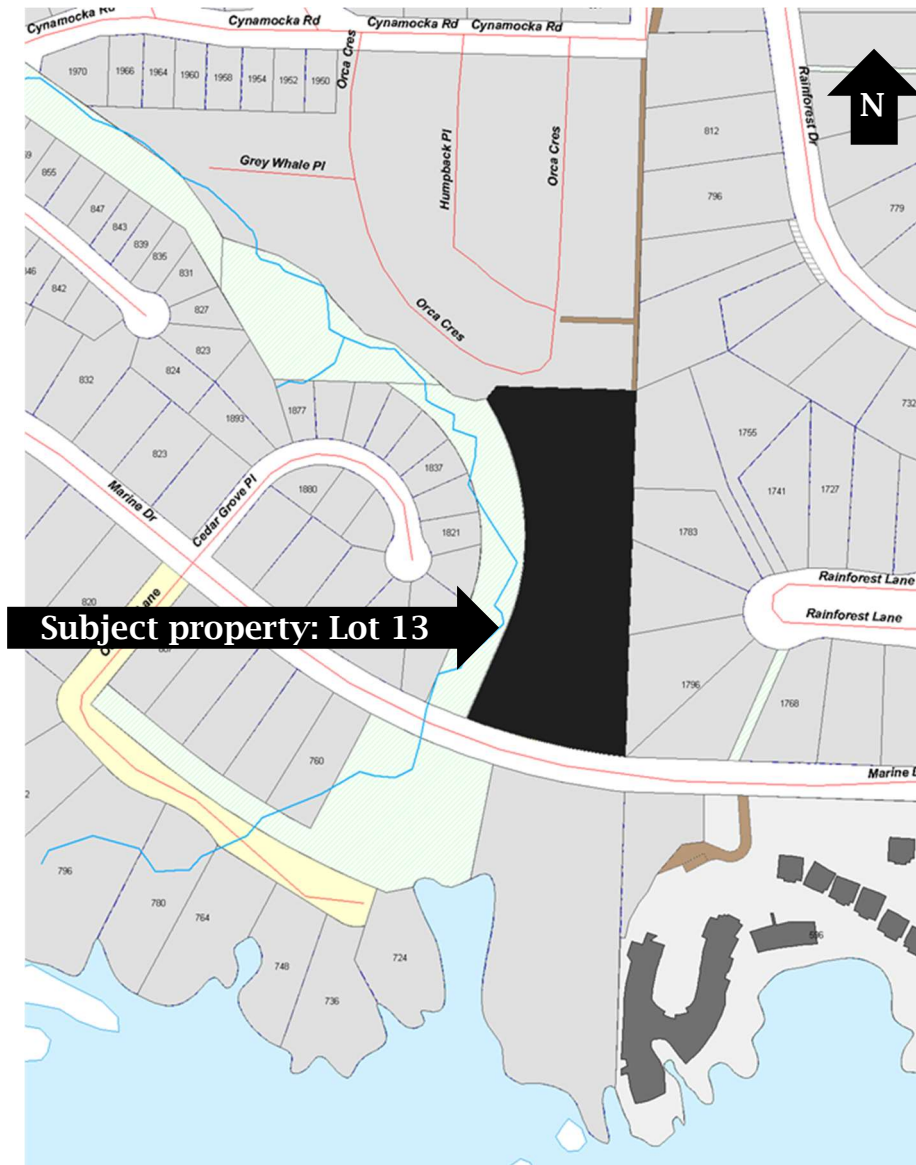
Mark Boysen
Corporate Officer

THE CORPORATE SEAL of the
District of Ucluelet was hereto
affixed in the presence of:

Mark Boysen
Corporate Officer

Appendix "A" to Ucluelet Housing Agreement Bylaw No. 1270, 2020

Subject property: Lot 13, District Lot 283, Clayoquot Land District, Plan VIP84686



Schedule A: Affordable Home Ownership Housing Agreement

Schedule B: Affordable Rental Housing Agreement

**Schedule A to Ucluelet Housing Agreement Bylaw No. 1270, 2020
(Schedule C to No Subdivision Covenant)**

**AFFORDABLE HOME OWNERSHIP HOUSING AGREEMENT, SECTION 219
COVENANT, AND INDEMNITY**

THIS AGREEMENT dated for reference the day of , 2020 is

BETWEEN:

DISTRICT OF UCLUELET, 200 Main Street, PO Box 999, Ucluelet, B.C., V0R 3A0

(the “District”)

AND:

ACMC HOLDINGS LIMITED, PO Box 124 Station Main, Parksville, B.C., V9P 2G3

(the “Owner”)

GIVEN THAT:

- A. The Owner is the registered owner of [insert particulars] (the “Land”);
- B. Pursuant to section 483 of the *Local Government Act*, the District may, by bylaw, enter into a housing agreement, which agreement may include terms and conditions agreed to by the District and the Owner regarding the occupancy of the housing units identified in the agreement;
- C. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land or construction on land; and,
- D. The Owner and the District wish to enter into this Agreement to provide for affordable housing on the terms and conditions set out in this Agreement;

THIS AGREEMENT is evidence that, in consideration of the mutual promises contained herein and the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges), the parties agree pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act* as follows:

PART I – DEFINITIONS

- 1. In this Agreement, the following words have the following meanings:
 - (a) “Affordable Housing Funder” means an institution or agency who provides a grant or preferential rate loan to support the development of Dwelling on the Land;
 - (b) “Dwelling Unit” means a residential dwelling unit constructed or located on the Land;

(c) "Qualified Person" means an individual who:

- (i) has lived in the Alberni Clayoquot Regional District for a minimum of 24 months;
- (ii) has worked Full-Time for more than one (1) year with one or more businesses or institutions within the District of Ucluelet or lands of the Yuuʷuʷiʷiʷath Government, Barkley Community Forest, Toquaht Nation, District of Tofino, Alberni-Clayoquot Regional District Area 'C', Pacific Rim National Park Reserve, or BC Parks and Protected Areas in the region, or a Senior who has retired from full-time permanent employment by one or more businesses or institutions and has worked or volunteered within the area described above for five (5) out of the previous ten (10) years, or is receiving disability assistance under the *Employment and Assistance for Persons with Disabilities Act*;
- (iii) does not own, or have a spouse who owns, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world;
- (iv) has a gross annual household income meeting the requirements of the Affordable Home Ownership Program administered by BC Housing; and,
- (v) is participating in the Affordable Home Ownership Program administered by BC Housing.

(d) "Senior" means an individual 55 years of age or older;

PART II – SECURITY OF DISTRICT’S INTEREST

2. The Owner agrees that, as a condition of the subdivision resulting in the Land which is the subject of this agreement, a mortgage in favour of the District has been registered against title to the land under charge number _____ (the "District's Mortgage").
3. The District agrees to discharge the District's Mortgage charge referred to in section 2 from the title of the Land when the Owner obtains an Occupancy Permit issued by the District's building inspector pursuant to the District of Ucluelet Building Bylaw No. 1165, 2014, for a dwelling unit on the Land.

PART III – CONSTRUCTION on the LAND

4. The Owner will design, construct and maintain on the Land at least one residential dwelling unit, in accordance with the District of Ucluelet Building Bylaw No. 1165, 2014, as amended or replaced from time to time, and in accordance with the energy efficiency standards of Step 1 of the BC Energy Step Code.

5. The building must not be occupied, and the Owner will not apply for and the District will not be obliged to issue an occupancy permit, until the Owner has supplied documentation that each dwelling unit has achieved compliance with the BC Energy Step Code level 1.

PART IV – TRANSFER, USE AND OCCUPANCY

6. The Owner agrees that the Land will not be sold or transferred except to a Qualified Person.
7. The Owner agrees that no residential dwelling unit on the Land shall be used or occupied except as the regular, full-time residence at least one Qualified Person.

PART V - INTERPRETATION

8. In this Agreement:
 - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) article and section headings have been inserted for each of reference only and are not to be used in interpreting this Agreement;
 - (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meaning;
 - (d) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced, unless otherwise expressly provided;
 - (e) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
 - (f) time is of the essence;
 - (g) all provisions are to be interpreted as always speaking;
 - (h) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators, and receivers. Wherever the context so requires, reference to a “party” also includes agents, officers, employees, and invitees of the party;
 - (i) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter, or calendar year, as the case may be, unless otherwise expressly provided; and
 - (j) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

PART VI – MISCELLANEOUS

9. **Housing Agreement** – The Owner acknowledges and agrees that:
- (a) this Agreement constitutes a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act*; and,
 - (b) where a Dwelling Unit is a separate legal parcel, the District may file notice of housing agreement under section 483 of the *Local Government Act* in the LTO against title to the Dwelling Unit.
10. **Indemnity** – The Owner will indemnify and save harmless the District and each of its elected officials, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs, and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:
- (a) any act or omission of the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom the Owner is responsible at law;
 - (b) the Owner's ownership, development, operation, or financing of the Land or any Dwelling Unit; or
 - (c) any act or omission of the District or any of its elected officials, officers, directors, employees, agents, or contractors in carrying out or enforcing this Agreement, except where such act or omission constitutes a breach of this Agreement by the District or by any other person for whom the District is responsible at law.
11. **Release** – The Owner by this Agreement releases and forever discharges the District and each of its elected officials, officers, directors, employees, and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, development, operation or management of the Land or any Dwelling Unit which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.
12. **Survival** – The obligations of the Owner set out in sections 10 and 11 will survive termination of this Agreement.
13. **District Powers Unaffected** – This Agreement does not:
- (a) affect or limit the discretion, rights, duties or powers of the District or the approving officer for the District under the common law or any statute, bylaw or other enactment nor does this agreement date or give rise to, nor do the parties intend this agreement to create, any implied obligations concerning such discretionary rights, duties or powers;
 - (b) impose on the District any legal duty or obligation, including any duty or care or contractual or other legal duty or obligation, to enforce this Agreement;

- (c) affect or limit the common law or any statute, bylaw or other enactment applying to the Land or an Dwelling Unit; or
- (d) relieve the Owner from complying with any common law or any statute, regulation, bylaw or other enactment.

14. **Agreement for Benefit of District Only** – The Owner and the District agree that:

- (a) this Agreement is entered into for the benefit of the District;
- (b) this Agreement is not intended to protect the interests of the Owner, or any future owner, occupier, or user of the Land or any Dwelling Unit;
- (c) the District may at any time execute a release and discharge of this Agreement without liability to anyone for doing so, and without obtaining the consent of the Owner.

15. **No Public Law Duty** – Where the District is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination, or give its consent, the Owner agrees that the District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.

16. **Notice** – Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the Land Title Office, and in the case of the District addressed as follows:

District of Ucluelet
200 Main Street
PO Box 999
Ucluelet, B.C. V0R 3A0

Attention: Manager of Community Planning

or to the most recent postal address provided in a written notice given each of the parties to the other. Any notice that is delivered is considered to have been given on the first day after it is dispatched for delivery.

- 17. **Enurement** – This Agreement binds the parties to it and their respective successors, assigns, heirs, executors, administrators and personal representatives.
- 18. **Severability** – If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 19. **Waiver** – All remedies of the District will be cumulative and may be exercised by the District in any order or concurrently in case of any breach and each remedy may be

exercised any number of times with respect to each breach. Waiver of or delay in the District exercising any or all remedies will not prevent the later exercise of any remedy for the same breach of any similar or different breach.

20. **Sole Agreement** – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the District and the Owner respecting the use and occupation, of the Dwelling Units, and there are no warranties, representations, conditions, or collateral agreements made by the District except as set forth in this Agreement.
21. **Further Assurances** – Upon request by the District the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the District to give effect to this Agreement.
22. **Covenant Runs with the Land** – This Agreement burdens and runs with the Land and every parcel into which it is Subdivided. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Land.
23. **Limitation on Owner's Obligations** – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
24. **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the District for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
25. **No Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the District or give the Owner any authority to bind the District in any way.
26. **Applicable Law** – Unless the context requires otherwise, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict.
27. **Deed and Contract** – By executing and delivering this Agreement, the Owner intends to create both a contract and a deed executed and delivered under seal.

**Schedule B to Ucluelet Housing Agreement Bylaw No. 1270, 2020
(Schedule B to No Subdivision Covenant)**

**RENTAL HOUSING AGREEMENT, SECTION 219 COVENANT, RENT CHARGE AND
INDEMNITY**

THIS AGREEMENT dated for reference the day of , 2020 is

BETWEEN:

DISTRICT OF UCLUELET, 200 Main Street, PO Box 999, Ucluelet, B.C., V0R 3A0
(the “District”)

AND:

ACMC HOLDINGS LIMITED, PO Box 124 Station Main, Parksville, B.C., V9P 2G3
(the “Owner”)

GIVEN THAT:

- A. The Owner is the registered owner of [insert particulars] (the “Land”);
- B. Pursuant to section 483 of the *Local Government Act*, the District may, by bylaw, enter into a housing agreement, which agreement may include terms and conditions agreed to by the District and the Owner regarding the occupancy of the housing units identified in the agreement;
- C. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land or construction on land; and,
- D. The Owner and the District wish to enter into this Agreement to provide for affordable rental housing on the terms and conditions set out in this Agreement;

THIS AGREEMENT is evidence that, in consideration of the mutual promises contained herein and the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges), the parties agree pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act* as follows:

PART I – DEFINITIONS

- 1. In this Agreement, the following words have the following meanings:
 - (a) “Daily Amount” means \$500.00 per day;
 - (b) “Dwelling Unit” means any residential dwelling unit constructed or located on the Land;
 - (c) “Eligible Occupant” means a person authorized to occupy a dwelling unit on the Land under section 3(c) of this Agreement;

- (d) "Full-time" means an average of at least 1400 hours per year, and in the case of self-employment, means employment from which an individual earns at least 90% of his or her annual income;
- (e) "Qualified Person" means an individual who:
- (i) has lived in the Alberni Clayoquot Regional District for a minimum of 24 months;
 - (ii) has worked Full-Time for more than one (1) year with one or more businesses or institutions within the District of Ucluelet or lands of the Yuułuʔiłʔatḥ Government, Barkley Community Forest, Toquaht Nation, District of Tofino, Alberni-Clayoquot Regional District Area 'C', Pacific Rim National Park Reserve, or BC Parks and Protected Areas in the region, or a Senior who has retired from full-time permanent employment by one or more businesses or institutions and has worked or volunteered within the area described above for five (5) out of the previous ten (10) years, or is receiving disability assistance under the *Employment and Assistance for Persons with Disabilities Act*;
 - (iii) does not own, or have a spouse who owns, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world; and,
 - (iv) has a gross annual household income of not more than:
 - (A) \$35,000, to qualify for occupancy in respect of a one-bedroom unit; and
 - (B) \$62,000, to qualify for occupancy in respect of a two-bedroom or larger unit;provided that the amounts in A and B above may be adjusted by the percentage change to the Housing Income Limits for Nanaimo (as published by BC Housing) from 2020 to the calendar year preceding the day a Tenancy Agreement is entered into in respect of a unit;
- (f) "Senior" means an individual 55 years of age or older;
- (g) "Tenancy Agreement" means a tenancy agreement, lease, license, or other agreement granting rights to occupy an Dwelling Unit; and,
- (h) "Tenant" means an occupant of a Dwelling Unit by way of a Tenancy Agreement.

PART II – CONSTRUCTION on the LAND

2. The Owner will design, construct and maintain on the Land at least one residential dwelling unit, in accordance with the District of Ucluelet Building Bylaw No. 1165, 2014, as amended or replaced from time to time, and, secondly, in accordance with the design, layout, fixture and finishing requirements described in Schedule C to this Agreement.

PART III – USE AND OCCUPANCY

3. The Owner agrees that no Dwelling Unit will be used or occupied:
 - (a) except as a permanent residence;
 - (b) except by at least one Qualified Person;
 - (c) by any person who is not a Qualified Person, unless that person is related by blood, adoption or foster parenthood to, or is living in a spousal relationship with, a Qualified Person who is also occupying the Employee Unit.
4. No Dwelling Unit will be occupied by any owner of the Land, or by any family member of any Owner of the Land;
5. The Owner agrees that the number of persons who reside in any Dwelling Unit must be equal to or less than the number of persons the District's building inspector determines (acting reasonably) can reside in that unit given the number and size of bedrooms in the unit and in light of any relevant standards set by the District in any bylaws of the District.
6. Within three (3) days after receiving notice from the District, the Owner will in respect of any Dwelling Unit, deliver, or cause to be delivered, to the District a statutory declaration, substantially in the form attached as Schedule B, sworn by the Owner, containing all of the information required to complete the statutory declaration. The District may request such a statutory declaration in respect of a Dwelling Unit no more than two (2) times in any calendar year. The Owner hereby irrevocably authorizes the District to make such inquiries as it considers necessary and reasonable in order to confirm that the Owner is complying with this Agreement, and irrevocably authorizes and directs the recipient, including but not limited to the provincial issuing authority for drivers licenses, of the request for information from the District to provide such information to the District.
7. If the Owner cannot comply with the occupancy requirements for any Dwelling Unit for reasons of hardship, the Owner may request that the District alter the Owner's obligations with respect to that Dwelling Unit on terms acceptable to the District, but no such request may be made later than thirty (30) days after the District has delivered to the Owner a notice of breach of this Agreement under Part V herein. The Owner must deliver the request in writing in accordance with section 21 of this Agreement. The request must set out the circumstances of the hardship involved and the reasons why the Owner cannot comply with the occupancy requirements, and must describe the hardship to the Owner that compliance would cause. The Owner agrees that the District is under no obligation to grant any relief, and may proceed with its remedies under this Agreement and at law and in equity, despite the Owner's request or the hardship involved, and the Owner agrees that relief, if any, is to be determined by the District in its sole discretion.

PART IV – RENTAL OF DWELLING UNITS

8. The Owner must not rent or lease any Dwelling except to Qualified Persons or Eligible Occupants and except in accordance with the following additional conditions:

(a) the Dwelling Unit will be used or occupied only pursuant to a Tenancy Agreement;

(b) the monthly rent payable for the Dwelling Unit will not exceed:

- (i) \$875 for a one-bedroom unit; and
- (ii) \$1125 for a two-bedroom unit; and
- (iii) \$1550 for a three-bedroom or larger unit,

[Note this can be simplified prior to registration on title, when the unit type is known for each lot]

provided that the amounts in (i) through (iii) above may be increased by the percentage change in Housing Income Limits for Nanaimo, as published annually by BC Housing, beginning in 2020.

(c) the Owner will not require the Tenant to pay any extra charges or fees for use of parking or storage areas on the Land, or for sanitary sewer, storm sewer, or property taxes. For clarity, this section does not apply to cable, telephone, data, water, hot water or electric utility fees or other similar charges; e.g. gas utility, or other unforeseen services.

(d) any increase in rent must also comply with rules and procedures, including any limit on maximum annual increases, under the *Residential Tenancy Act*.

(e) the Owner will include in the Tenancy Agreement a clause requiring the Tenant to comply with the use and occupancy restrictions contained in Part III of this Agreement;

(f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant to provide a statutory declaration of household income and real property in the form of Schedule A annexed hereto;

(g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement in accordance with the *Residential Tenancy Act* if the Tenant uses or occupies, or allows use or occupation of, the Dwelling Unit in breach of the use and occupancy restrictions contained in this Agreement;

(h) the Tenancy Agreement will identify all occupants of the Dwelling Unit, and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing in the Dwelling Unit for more than fifteen (15) consecutive days or more than a total of thirty (30) days in any calendar year;

(i) the Tenancy Agreement will provide for termination of the Tenancy Agreement by the Owner in situations where Dwelling Unit is occupied by more than the number of people the District's building inspector determines (acting reasonably) can reside in the

Dwelling Unit given the number of size of bedrooms in the Dwelling Unit and in light of any relevant standards set by District bylaw;

- (j) the Tenancy Agreement will provide that the Owner will have the right, at the Owner's option, to terminate the Tenancy Agreement should the Tenant remain absent from the Dwelling Unit for three (3) consecutive months or longer, notwithstanding the timely payment of rent;
 - (k) the Tenancy Agreement will provide that the Tenant will not sublease the Dwelling Unit or assign the Tenancy Agreement; and
 - (l) the Owner will deliver a copy of the Tenancy Agreement to the District upon demand.
9. The Owner will terminate the Tenancy Agreement where the Tenant uses or occupies, or allows use or occupation of an Dwelling Unit in breach of this Agreement, such termination to be in accordance with the terms of the Tenancy Agreement and the *Residential Tenancy Act*. Notwithstanding, in the event that an existing Tenant's income exceeds the maximum gross household income the Owner will be entitled to allow that Tenant to remain in occupancy under the Tenancy Agreement for a further 12 months. If upon expiry of this period the Tenants income for the previous year still exceeds the maximum gross household income then the Owner will terminate the Tenancy Agreement and providing the Tenant with notice as required under the Residential Tenancy Act.
10. The District may, in its sole discretion, provide written consent to the Owner from time to time to do something that is otherwise not permitted under this Agreement, on such terms and conditions as the District considers desirable.

PART V – DEFAULT AND REMEDIES

11. The Owner acknowledges and agrees that the District requires affordable housing for residents of Ucluelet in order to attract and retain residents to work for local businesses and that these businesses generate tax and other revenue for the District and economic growth and opportunities for the community. The Owner therefore agrees that, in addition to any other remedies available to the District under this Agreement at law or in equity, if a Dwelling Unit is used or occupied in breach of this Agreement or rented at a rate in excess of that permitted under this Agreement, the Owner will pay, as a rent charge under section 12, the Daily Amount to the District for each date of the breach of the Agreement. The Daily amount is due and payable immediately upon receipt by the Owner of an invoice form the District for the same.
12. The Owner hereby grants to the District a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Owner to the District of any amount payable by the Owner pursuant to this Agreement. The Owner agrees that the District, at its option, may enforce payment of such outstanding amount in a court of competent jurisdiction as a contract debt, by an action for and order for sale, by proceedings for the appointment of a receiver, or in any other method available to the District in law or in equity.

PART VI - INTERPRETATION

13. In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for each of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meaning;
- (d) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced, unless otherwise expressly provided;
- (e) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (f) time is of the essence;
- (g) all provisions are to be interpreted as always speaking;
- (h) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators, and receivers. Wherever the context so requires, reference to a “party” also includes agents, officers, employees, and invitees of the party;
- (i) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter, or calendar year, as the case may be, unless otherwise expressly provided; and
- (j) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

PART VII – MISCELLANEOUS

14. **Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Unit and will permit representatives of the District to inspect the Dwelling Unit at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Unit in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land.
15. **Indemnity** – The Owner will indemnify and save harmless the District and each of its elected officials, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all

claims, demands, actions, loss, damage, costs, and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) any act or omission of the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom the Owner is responsible at law;
- (b) the Owner's ownership, lease, operation, management, or financing of the Land or any Dwelling Unit; or
- (c) any act or omission of the District or any of its elected officials, officers, directors, employees, agents, or contractors in carrying out or enforcing this Agreement, except where such act or omission constitutes a breach of this Agreement by the District or by any other person for whom the District is responsible at law.

16. **Release** – The Owner by this Agreement releases and forever discharges the District and each of its elected officials, officers, directors, employees, and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or any Dwelling Unit which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.

17. **Survival** – The obligations of the Owner set out in sections 15 and 16 will survive termination of this Agreement.

18. **District Powers Unaffected** – This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the District or the approving officer for the District under the common law or any statute, bylaw or other enactment nor does this agreement date or give rise to, nor do the parties intend this agreement to create, any implied obligations concerning such discretionary rights, duties or powers;
- (b) impose on the District any legal duty or obligation, including any duty or care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit the common law or any statute, bylaw or other enactment applying to the Land or an Dwelling Unit; or
- (d) relieve the Owner from complying with any common law or any statute, regulation, bylaw or other enactment.

19. **Agreement for Benefit of District Only** – The Owner and the District agree that:

- (a) this Agreement is entered into for the benefit of the District;
- (b) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier, or user of the Land or any Dwelling Unit;

(c) the District may at any time execute a release and discharge of this Agreement without liability to anyone for doing so, and without obtaining the consent of the Owner.

20. **No Public Law Duty** – Where the District is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination, or give its consent, the Owner agrees that the District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.
21. **Notice** – Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the Land Title Office, and in the case of the District addressed as follows:

District of Ucluelet
200 Main Street
PO Box 999
Ucluelet, B.C. V0R 3A0

Attention: Manager of Community Planning

or to the most recent postal address provided in a written notice given each of the parties to the other. Any notice that is delivered is considered to have been given on the first day after it is dispatched for delivery.

22. **Enurement** – This Agreement binds the parties to it and their respective successors, assigns, heirs, executors, administrators and personal representatives.
23. **Severability** – If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
24. **Waiver** – All remedies of the District will be cumulative and may be exercised by the District in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the District exercising any or all remedies will not prevent the later exercise of any remedy for the same breach of any similar or different breach.
25. **Sole Agreement** – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the District and the Owner respecting the use and occupation, of the Dwelling Units, and there are no warranties, representations, conditions, or collateral agreements made by the District except as set forth in this Agreement.
26. **Further Assurances** – Upon request by the District the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the District to give effect to this Agreement.

27. **Covenant Runs with the Land** – This Agreement burdens and runs with the Land and every parcel into which it is Subdivided. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Land.
28. **Limitation on Owner's Obligations** – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
29. **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the District for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
30. **No Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the District or give the Owner any authority to bind the District in any way.
31. **Applicable Law** – Unless the context requires otherwise, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict.
32. **Deed and Contract** – By executing and delivering this Agreement, the Owner intends to create both a contract and a deed executed and delivered under seal.

SCHEDULE C**HOUSING CONSTRUCTION
STANDARDS****GENERAL CONSTRUCTION**

- Built to CSA A277 Modular Code & BC Building Code
- Certified to meet BC Energy Code Step 1 or better
- Smoke Detectors to be installed and maintained as required by code
- Cementitious ("HardiBoard") Siding w/ Wood Fascia
- Architectural Shingle Roof (30 yr. Warranty)
- Insulated Entry Doors with Dead Bolt (36" Front & 32" Rear)
- Exterior Light at all Entrances (except porches)
- Maintenance-Free Double-Glazed Low E with Argon Windows w/Vinyl Sills, Screens & Security Locks
- Exterior GFI Electrical Outlet
- Exterior Frost-Free Tap
- 6' Porch

INTERIORS

- Carpet is acceptable in bedrooms and hallways; min. 28 oz. carpet with a min. 32 oz. underlay. Where practical, carpet colours should be earth tones and mottled to hide stains.
- Low off-gassing Cushioned Linoleum Flooring in all Other Areas
- Paints with low VOC and washable finish are required. Washable paint surfaces should be used in kitchens, bathrooms, and laundry rooms.
- All work, interior and exterior, shall be to MPDA "Premium Grade" standards (i.e. primer plus two finish coats).
- Single Rod in Master Bedroom with Shoe Shelf
- Linen Closet

KITCHENS

- Pre-manufactured Cabinetry w/ Heavy Duty hardware and low VOC finishes
- Extended Overhead Fridge Cabinet
- Ceramic Tile Backsplash
- Window Over Kitchen Sink
- 30" min. Width Electric Range/oven, Spacesaver Microwave
- Exterior Vented Range Hood with Light
- 18 cu ft, 2-door, Frost Free Refrigerator
- Double Stainless-Steel Kitchen Sink
- All appliances to be EnergyStar rated

BATHS

- Ceramic Tile or Laminate Backsplash
- One-Piece Fiberglass Tub/Shower with Shower Rod & Curtain
- 90 CFM fan controlled by a de-humidistat to control humidity levels with a maximum sound level of 2.5 sones.
- Mirror with Bar Light
- GFI Receptacle
- Wall Mounted Overjohn Cabinet

UTILITY SERVICES

- 200 Amp Electrical Service
- 200 Amp Electric Furnace w/Electronic Ignition
- Shut Off Valves at all Sinks
- 40 Gallon Electric Water Heater, meeting EnergyStar standard
- Wired, Plumbed and Vented for Stacking Washer and Dryer (plan specific)
- Utility Room Shelf
- Exhaust Fan with Dehumidistat
- Communication (phone/data) Outlets: Kitchen and Bedrooms