

**TOWN OF LADYSMITH**

**BYLAW NO. 1984**

**A bylaw to authorize a Housing Agreement.**

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**WHEREAS** Section 483 of the *Local Government Act* provides that Council may enter into a Housing Agreement with an owner which may include terms and conditions agreed to regarding the occupancy of the housing units identified in the Agreement;

**AND WHEREAS** the Council wishes to enter into such an Agreement with respect to certain housing units located in the Town of Ladysmith;

**NOW THEREFORE** the Council of the Town of Ladysmith in open meeting assembled enacts as follows:

1. The Council of the Town of Ladysmith hereby authorizes the Mayor and Corporate Officer to enter into an Agreement, on behalf of the Town of Ladysmith, in substantially the form attached hereto as Schedule A; which sets out terms and conditions of the occupancy of the housing units identified in the Agreement. The land identified in the Agreement is legally described as “Lot A, (DD B923367) of Block 76, District Lot 56, Oyster District, Plan 703A”.
2. Upon execution of the Agreement by the Mayor and Corporate Officer and application of the seal of the Town of Ladysmith, this Agreement shall be validly entered into as authorized by this Bylaw.
3. **Citation**

This bylaw may be cited for all purposes as “Housing Agreement Bylaw 2018, No. 1984”.

**READ A FIRST TIME** on the 19<sup>th</sup> day of November, 2018

**READ A SECOND TIME** on the 19<sup>th</sup> day of November, 2018

**READ A THIRD TIME** on the 19<sup>th</sup> day of November, 2018

**ADOPTED** on the \_\_\_\_\_ day of \_\_\_\_\_

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Mayor  
(A.Stone)

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Corporate Officer  
(J. Winter)

**SCHEDULE A**

**HOUSING AGREEMENT  
(Pursuant to Section 483 of the *Local Government Act*)**

**THIS AGREEMENT** is made the \_\_\_\_ day of \_\_\_\_\_, 2019.

BETWEEN:

**THE TOWN OF LADYSMITH**

410 Esplanade  
Ladysmith, BC  
V9G 1A2

(the "**Town**")

OF THE FIRST PART

AND:

**LADYSMITH RESOURCES CENTRE ASSOCIATION**

630 Second Avenue  
Ladysmith B.C.  
P.O. Box 1653  
V9G 1B2

(the "**Owner**")

OF THE SECOND PART

**WHEREAS:**

- A. Under section 483 of the *Local Government Act* the Town may, by bylaw, enter into a Housing Agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in section 483(2) of the *Local Government Act*;
- B. The Owner is the registered owner in fee simple of lands in the Town of Ladysmith, British Columbia, with a civic address of 314 Buller Street and legally described as:  
  
PID 008-705-968  
Lot A, (DD B92367) of Block 76, District Lot 56, Oyster District, Plan 703A  
  
(the "**Lands**");
- C. The Owner has made application to the Town to rezone the Lands as set out in Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw (No. 21) 2018, No. 1983 (the "**Rezoning Bylaw**");
- D. The Town and the Owner wish to enter into this Agreement, as a Housing Agreement pursuant to section 483 of the *Local Government Act*, to secure the agreement of the Owner to provide affordable housing as defined herein;

**NOW THIS AGREEMENT WITNESSES** that pursuant to section 483 of the *Local Government Act*, and in consideration of the premises and covenants contained in this agreement (the "Agreement"), the parties agree each with the other as follows:

**1.0 Definitions**

1.1 In this Agreement:

"**Affordable Unit**" means a Dwelling Unit that is designated for residential rental tenure in accordance with Section 2.4 of this Agreement.

**“Average Market Rent”** means rents derived from Canada Mortgage and Housing Corporation’s (“CMHC’s”) annual Rental Market Survey.

**"Development"** means the development and use of the Lands for a building containing up to thirty-six (36) residential rental tenure units that are owned and operated by an incorporated not-for-profit organization.

**"Dwelling Unit"** means one or more habitable rooms constituting a self-contained unit with its own entrance, a kitchen and bathroom, and is used as a residence for one or more persons.

**“HIL”** means Housing Income Limit for Nanaimo, British Columbia, published from time to time by B.C. Housing which represents the income required to pay the Average Market Rent for an appropriately sized unit in the private market. For year 2018, the annual HIL figures for Nanaimo are:

Bedrooms	Income
Bachelor	\$29,600.00
1 Bedroom	\$34,400.00
2 Bedroom	\$41,200.00
3 Bedroom	\$52,300.00
4 Bedroom	\$64,300.00

**“Residential Rental Tenure”:** means the accommodation of a Dwelling Unit where the minimum occupancy period is thirty consecutive days, and where the dwelling unit is not owned by a Dwelling Unit occupant, but where regular payments are made to the owner for the use of the Dwelling Unit.

## **2.0 Terms of the Housing Agreement – Covenants of the Owner**

- 2.1 The Owner covenants and agrees that one hundred percent (100%) of the Dwelling Units in the Development must be Residential Rental Tenure.
- 2.2 The Owner covenants and agrees to ensure that Dwelling Units must be owned and operated by an incorporated not-for-profit organization.
- 2.3 The Owner covenants and agrees to ensure that seventy percent (70%) of the Dwelling Units in the Development must be Affordable Units.
- 2.4 The Owner agrees that each of the Affordable Units in the Development shall only be occupied by a tenant whose annual income is equal to or less than the HIL.

## **3.0 Reporting**

- 3.1 The Owner covenants and agrees to provide to the Town’s Director of Development Services, on the date a building permit for the Development is applied for, and on January 15 of each year, a report in writing setting out the following:
  - a) Confirmation that one hundred percent (100%) of the Dwelling Units in the Development are residential rental tenure;
  - b) Confirmation that seventy (70%) of the Dwelling Units in the Development are Affordable Units in compliance with Section 2.4 of this Agreement.
  - c) Outlining any changes or proposed changes that may affect the terms of this Agreement.

3.2 The Owner acknowledges that it is within the Town's sole discretion to consent or not to consent to modifications of this Agreement and that such consent may be withheld for any reason.

#### **4.0 Notice to be Registered in Land Title Office**

4.1 Notice of this Agreement will be registered in the Land Title Office by the Town at the cost of the Owner in accordance with section 483(5) of the *Local Government Act*, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after registration of the Notice.

#### **5.0 General Provisions**

##### Notice

5.1 If sent as follows, notice under this Agreement is considered to be received

- (a) seventy-two (72) hours after the time of its mailing (by registered mail) or faxing, and
- (b) on the date of delivery if hand-delivered,

to the Town:

Town of Ladysmith  
410 Esplanade  
Ladysmith, B.C.  
V9G 1A2  
Attention: Director of Development Services  
Fax: 250-245-6411

to the Owner:

President  
Ladysmith Centre Resources Association  
630 Second Avenue  
Ladysmith B.C.  
P.O. Box 1653  
V9G 1B2

If a party identifies alternate contact information in writing to another party, notice is to be given to that alternate address.

If normal mail service or facsimile service is interrupted by strike, work slow-down, force majeure, or other cause,

- (a) notice sent by the impaired service is considered to be received on the date of delivery, and
- (b) the sending party must use its best efforts to ensure prompt receipt of a notice by using other uninterrupted services, or by hand-delivering the notice.

##### Time

5.2 Time is of the essence of this Agreement.

##### Binding Effect

5.3 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees. In accordance with section 483(6) of the *Local Government Act*, this Agreement is binding on all who acquire an interest in the Lands, and

the Owner only during the Owner's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Owner has an interest.

Waiver

5.4 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

Headings

5.5 The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

Language

5.6 Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

Cumulative Remedies

5.7 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

Entire Agreement

5.8 This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.

Further Assurances

5.9 Each of the parties will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.

Amendment

5.10 This Agreement may be amended from time to time upon terms and conditions acceptable to the parties.

Law Applicable

5.11 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals as of the day and year first above written.

**THE CORPORATION OF THE TOWN OF** )  
**LADYSMITH** by its authorized signatories: )  
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\_\_\_\_\_) )  
Name: )  
 )  
\_\_\_\_\_) )  
Name: )  
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**[Insert Name]** by its authorized signatories:

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Name:

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