

CITY OF NANAIMO

BYLAW NO. 7430

A BYLAW TO AUTHORIZE A HOUSING AGREEMENT

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

AND WHEREAS, Council wishes to enter into such an Agreement with respect to certain housing units located in the City of Nanaimo;

THEREFORE BE IT RESOLVED, that Council of the City of Nanaimo in open meeting assembled, hereby enacts as follows:

1. This Bylaw may be cited for all purposes as the City of Nanaimo “Housing Agreement Bylaw 2026 No. 7430”.
2. The Council of the City of Nanaimo hereby authorizes the Mayor and Corporate Officer to enter into an Agreement, on behalf of the City of Nanaimo, in substantially the form attached hereto as Schedule ‘A’, which sets out the terms and conditions of the occupancy of the dwelling units identified in the Agreement. The land identified in the Agreement is legally described as LOT 6, SECTION 15, RANGE 8, MOUNTAIN DISTRICT, PLAN EPP70084, (the “**Land**”);
3. Upon execution of the Agreement by the Mayor and Corporate Officer and application of the seal of the City of Nanaimo, this Agreement shall be validly entered into as authorized by this Bylaw.

PASSED FIRST READING: 2026-FEB-23

PASSED SECOND READING: 2026-FEB-23

PASSED THIRD READING: 2026-FEB-23

ADOPTED: _____

MAYOR

CORPORATE OFFICER

File: HA000017
Address: 1850 BOXWOOD ROAD

SCHEDULE A
TERMS OF INSTRUMENT – PART 2
SECTION 219 COVENANT AND AFFORDABLE HOUSING
AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2026

BETWEEN:

CITY OF NANAIMO
455 Wallace Street
Nanaimo, BC
V9R 5J6

(the “**City**”)

OF THE FIRST PART

AND:

PROVINCIAL RENTAL HOUSING CORPORATION
1701 – 4555 Kingsway
Burnaby, BC
V5H 4V8

(the “**Grantor**”)

OF THE SECOND PART

WHEREAS:

- A. The City may, by agreement under Section 483 of the *Local Government Act*, enter into a housing agreement with an owner regarding the use and occupancy of the dwelling 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 Grantor is the registered owner in fee-simple of the lands described as:

LOT 6, SECTION 15, RANGE 8, MOUNTAIN DISTRICT, PLAN EPP70084 (the “**Land**”);
- C. The Grantor wishes to develop complex care housing with 22 dwelling units (the “**Development**”) and has applied for a Development Permit (DP001379);

- D. The Land was rezoned through Rezoning Application No. RA000522 to amend the City of Nanaimo Zoning Bylaw 2011 No. 4500 to facilitate the Development, and the Grantor wishes to have the financial (amenity) contribution waived in accordance with the City's *Community Amenity Contribution Policy*.
- E. Section 483 of the Local Government Act (British Columbia) authorizes the City, by bylaw, to enter into a Housing Agreement;
- F. Section 219 of the Land Title Act permits the registration of a covenant of a negative or positive nature in favour of the City in respect of the subdivision of land, use of land or construction on the Land;
- G. The City and the Grantor wish to enter into this agreement ("**Agreement**") to restrict the use of, and construction on, the Land on the terms and conditions of this Agreement, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*.

NOW THEREFORE THIS AGREEMENT WITNESSES that pursuant to Section 483 of the *Local Government Act* and Section 219 of the Land Title Act and in consideration of the premises and covenants contained in this Agreement, the parties hereto covenant and agree with the other as follows:

1.0 INTERPRETATION

- 1.1 The City and the Grantor agree that the definitions in the City of Nanaimo's Zoning Bylaw 2011 No. 4500, as amended or replaced from time to time, ("**Zoning Bylaw**") apply to the interpretation of the terms in this Agreement.

2.0 OCCUPANCY and USE OF DWELLING UNITS

- 2.1 The Grantor covenants and agrees with the City that from the date of issuance of a building occupancy certificate and at all times thereafter, every dwelling unit within the Development must be rented to tenants at rents that are below average rent levels as determined by the Canadian Mortgage Housing Corporation ("**non-market**")
- 2.2 The Grantor covenants and agrees that no dwelling unit may be rented, assigned, or otherwise transferred to a tenant for market value.

3.0 FINANCIAL (AMENITY) CONTRIBUTION

- 3.1 In accordance with the City's *Community Amenity Contribution Policy* and the direction provided by the Council of the City of Nanaimo in its regular meeting of June 16th, 2025, a financial (amenity) contribution may be waived 100% for non-market dwelling units.

4.0 ANNUAL REPORT

4.1 The Grantor further covenants and agrees that during the term of this Agreement, it will, upon the City's written request, provide to the City's Director of Planning & Development a report in writing and in a form acceptable to the City's Director of Planning & Development confirming that the Development continues to be used and occupied as required under this Agreement.

5.0 BINDING EFFECT

5.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, administrators and permitted assignees.

6.0 ENFORCEMENT AND WAIVER

6.1 Nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Land as if this Agreement had not been executed and delivered by the Grantor. 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 shall not be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

6.2 The parties agree that the City is not obligated to inspect the Land or to otherwise ensure compliance with this Agreement, nor is the City obligated to remedy any default of this Agreement. A failure by the City to enforce this Agreement shall not constitute a waiver of any of the City's rights hereunder.

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

6.4 The Grantor covenants and agrees that, in addition to any remedies that are available under this Agreement or at law, the City is entitled to all equitable remedies, including specific performance, injunction and declarative relief to enforce its rights under this Agreement. The Grantor acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Grantor under this Agreement.

6.5 The Grantor acknowledges that the City requires the Development for the benefit of the community. The Grantor therefore agrees that for each day the Land is occupied in breach of this Agreement, the Grantor must pay the City \$100.00 (the "**Daily Amount**") as liquidated damages and not as a penalty, due and payable at the offices of the City on the last day of the calendar month in which the breach

occurred. Should any breach be unintentional, and the Grantor promptly provides written notice to the City and actively and diligently works to remedy the breach, the Grantor shall have a cure period of up to a maximum of 60 days from the date the breach is identified to rectify the breach, and the Daily Amount shall not accrue during this cure period. The Daily Amount is increased on January 1 of each year by the amount calculated by multiplying the Daily Amount as of the previous January 1 by the percentage increase between that previous January 1 and the immediately preceding December 31 in the Consumer Price Index. The Grantor agrees that payment may be enforced by the City in a court of competent jurisdiction as a contract debt. The Daily Amount may be collected by the City as a rent charge under the following section.

- 6.6 By this section, the Grantor grants to the City a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Grantor to the City of the Daily Amount as described in section 6.5. The City may enforce the rent charge granted by this section by an action for an order for sale or by proceedings for the appointment of a receiver.

7.0 NOTICE TO BE REGISTERED IN LAND TITLE OFFICE

- 7.1 Notice of this Agreement shall be registered in the *Land Title Office* by the City at the cost of the Grantor in accordance with Section 483 of the *Local Government Act*, and as a covenant in accordance with Section 219 of the *Land Title Act*.

8.0 TERMINOLOGY

- 8.1 Wherever the singular, masculine or neuter are used throughout this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic as the context requires.

9.0 BC LAWS GOVERN

- 9.1 This Agreement shall 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.

CITY OF NANAIMO by its authorized signatories:

_____)
_____)
_____)
Mayor, _____)
_____)
_____)
_____)
Corporate Officer

PROVINCIAL RENTAL HOUSING CORPORATION by its authorized signatories:

_____)
_____)
_____)
_____)
_____)
_____)
_____)
_____)