

CITY OF MAPLE RIDGE

BYLAW NO. 7992-2024

**A Bylaw to authorize the City of Maple Ridge to enter into a
Housing Agreement for 22936, 22944, 22952, 22964 and 22974 Dewdney Trunk Road**

WHEREAS, pursuant to Section 483 of the Local Government Act, RSBC 2015, c.1, as amended, Council may, by bylaw, enter into a Housing Agreement under that Section;

AND WHEREAS, Council and BT PROJECT 175 LTD. wish to enter into a Housing Agreement for the subject properties at 22936, 22944, 22952, 22964 and 22974 Dewdney Trunk Road;

NOW THEREFORE, the Council of the City of Maple Ridge, enacts as follows:

1. This Bylaw may be cited for all purposes as "Maple Ridge 2936-22974 Dewdney Trunk Road Housing Agreement Bylaw No. 7992-2024".
2. Council authorizes the City to enter into a Housing Agreement with BT PROJECT 175 LTD, in respect to the following land:
 - Lot 218 Section 17 Township 12 Plan NWP56868
 - Lot 223 Section 17 Township 12 Plan NWP57491
 - Lot 224 Section 17 Township 12, Plan: NWP57491
 - Lot 230 Section NE17 Township 12 Plan NWP58011 and
 - Lot 231 Section 17 Township 12 Plan NWP58011.
3. The Mayor or their delegate and the Corporate Officer are authorized to execute the Housing Agreement and all incidental instruments on behalf of the City of Maple Ridge.
4. Schedule A, attached to this Bylaw, is incorporated into and forms part of this Bylaw.
5. This Bylaw shall take effect as of the date of adoption hereof.

READ a first time the 12th day of March, 2024.

READ a second time the 12th day of March, 2024.

READ a third time the 12th day of March, 2024.

ADOPTED the __th day of ____, 2025.

PRESIDING MEMBER

CORPORATE OFFICER

HOUSING AGREEMENT
(2021-281-RZ)

BETWEEN:

BT PROJECT 175 LTD.
43995 Progress Way, Unit 205
Chilliwack, BC, V2R 0E6

(hereinafter called the "Covenantor")

OF THE FIRST PART

AND:

CITY OF MAPLE RIDGE
11995 Haney Place,
Maple Ridge, BC V2X 6A9

(hereinafter called the "City")

OF THE SECOND PART

AND:

FIRST WEST CREDIT UNION
200 – 19933 88th Avenue,
Langley, BC V2Y 4K5

(hereinafter called the "Lender")

OF THE THIRD PART

WHEREAS:

- A. The Covenantor is the registered owner in fee simple of that land in the City of Maple Ridge, British Columbia which is legally described in Item 2 of the *Land Title Act* Form C to which these terms of instrument are attached and which forms part of this Agreement (the “Lands”).
- B. The City is prepared to allow construction by the Covenantor on the following Lands:
 - Lot: 218, Section: 17, Township: 12, Plan: NWP56868;
 - Lot: 223, Section: 17, Township: 12, Plan: NWP57491;
 - Lot: 224, Section: 17, Township: 12, Plan: NWP57491;

Lot: 230, Section: NE17, Township: 12, Plan: NWP58011; and
Lot: 231, Section: 17, Township: 12, Plan: NWP58011.

- C. The Covenantor and the City wish to enter into this Agreement to secure the agreement of the Covenantor that all Dwelling Units within the Development will be used and held only as rental housing, subject to earlier demolition of the rental Dwelling Units no earlier than thirty (30) years from the date the Housing Agreement is registered as a covenant on the subject properties, 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*.
- D. The City has adopted a bylaw under section 483 of the *Local Government Act* to authorize this Agreement as a housing agreement.

NOW THEREFORE in consideration of the premises and the covenants herein contained, the payment of the sum of One Dollar (\$1.00) paid by the City to the Covenantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree, pursuant to section 483 of the *Local Government Act* and section 219 of the *Land Title Act* (British Columbia) as follows:

Definitions

1. In this Agreement:
- (a) **"Development"** means the development of the Lands to accommodate a six-storey apartment building containing 178 purpose-built rental dwelling units;
 - (b) **"Dwelling Units"** means any or all, as the context may require, of the 178 self-contained residential dwelling units within the Development and includes any dwelling unit that is developed on the Lands in future, whether as part of the Development or otherwise, and **"Dwelling Unit"** means any of such residential dwelling units located on the Lands, whether those dwelling units are lots or parcels, or parts or portions thereof, into which ownership or right of possession or occupation of the Lands may be subdivided (hereinafter defined) and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan;
 - (c) **"Lands"** means the land described in Item 2 of the General Instrument, including any buildings now or hereafter located on the aforementioned land, and any part or a portion of such land or building into which said land or building is or may at any time be subdivided;

- (d) “**Subdivide**” means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act* or the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interest” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*.

Use, Occupancy, Subdivision and No Separate Sale Restrictions

1. All Dwelling Units shall only be used to provide rental accommodation and shall remain as rental accommodation for a period of thirty (30) years from the date of adoption of Bylaw No. 7992-2024, being _____, 2025.
2. All Dwelling Units shall be rented only on a month to month basis or under a residential tenancy agreement having a fixed term not exceeding three years, including any rights of renewal.
3. No Dwelling Unit may be occupied except by an individual who occupies pursuant to a rental agreement that meets the requirements of section 2.
4. The Lands shall not be Subdivided, except by means of a strata plan under the *Strata Property Act* that includes all of the Dwelling Units within a single strata lot.

Specific Performance

5. The Covenantor agrees that because of the public interest in ensuring that all of the matters described in this Agreement are complied with, the public interest strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the City, in the event of an actual or threatened breach of this Agreement.

Notice of Housing Agreement

6. For clarity, the Covenantor acknowledges and agrees that:
 - (a) this Agreement constitutes both a covenant under section 219 of the *Land Title Act* and a Housing Agreement entered into under section 483 of the *Local Government Act*;
 - (b) the City is required to file a notice of Housing Agreement in the Land Title Office against title to the Lands; and
 - (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Lands as a Housing Agreement under section 483 of the *Local Government Act*.

No Obligation to Enforce

7. The rights given to the City by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the City to anyone, or obliges the City to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.

No Effect on Laws or Powers

8. This Agreement does not:
- (a) affect or limit the discretion, rights, duties, or powers of the City or the Approving Officer for the City 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) affect or limit the common law or any statute, bylaw or other enactment applying to the Lands; or
 - (c) relieve the owner from complying with any common law or any statute, regulation, bylaw or other enactment.

Indemnity

9. The Covenantor hereby releases the City, and indemnifies and saves the City harmless, from and against any and all actions, causes of actions, suits, claims (including claims for injurious affection), cost (including legal fees and disbursements), expenses, debts, demands, losses (including economic loss) and liabilities of whatsoever kind arising out of or in any way due or relating to the granting or existence of this Agreement, the restrictions or obligations contained in this Agreement or the performance or non-performance by the Covenantor of this Agreement that the City is or may become liable for, incur or suffer.

Priority

10. The Covenantor will do everything necessary, at the Covenantor's expense, to ensure that this Agreement is registered against title to the Lands in priority to all liens, charges and encumbrances registered or pending registration against title to the Lands, save and except those specifically approved in writing by the City and those in favour of the City.

Consent and Priority

11. The Lender, as the registered holder of charges by way of mortgage and assignment of rents registered against the Lands, which said charges are registered in the Land Title Office at New Westminster under numbers CA9062919, CA9062920 and CA3748612, (the “**Existing Charges**”), for and in consideration of the sum of One Dollar (\$1.00) paid by the City to the Lender (the receipt whereof is hereby acknowledged), hereby agrees that the within section 219 covenant shall be an encumbrance upon the Lands in priority to the Existing Charges in the same manner and to the same effect as if it had been dated and registered prior to the Existing Charges.

Waiver

12. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

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 ease of reference only and are not to be used in interpreting this Agreement;
 - (c) the word “enactment” has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
 - (d) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
 - (e) reference to “party” or the “parties” is a reference to a party, or the parties, to this Agreement and their respective successors, assigns, trustees, administrators and receivers;
 - (f) time is of the essence; and
 - (g) reference to a “day”, “month” or “year” is a reference to a calendar day, calendar month, or calendar year unless otherwise expressly provided.

Further Acts

14. The Covenantor will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.

Severance

15. 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.

No Other Agreements

16. This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.

Enurement

17. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.

Counterparts

18. This Agreement may be executed in counterparts and delivered by facsimile or emailed PDF file, each of which will have the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

Effective Date

19. This Agreement is effective as of the date of the signature of the last party to sign.

Deed and Contract

20. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by this Agreement, the Covenantor, the City, and the Lender have executed the *Land Title Act* Form C or D, as the case may be, attached to and forming part of this Agreement.

BT PROJECT 175 LTD.

By its authorized signatory:

Name:

CITY OF MAPLE RIDGE

By its authorized signatory(ies):

Name:

CONSENT & PRIORITY

The Lender in consideration of the payment of ONE DOLLAR (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) hereby consents to the registration of the Covenant herein granted under Section 219 of the *Land Title Act*, running with the said lands and against the said lands and the Lender hereby postpones all of its rights under the Mortgage and Assignment of Rents registered respectively under No. CA9062919, CA9062920 and CA3748612 (the “Lender Documents”) to those rights of the City of Maple Ridge under the Covenant herein in the same manner and to the same extent and effect as if the Covenant herein had been dated, granted and registered prior to the Lender Documents.

FIRST WEST CREDIT UNION

By its authorized signatory:

Name: