

CITY OF SALMON ARM

BYLAW NO. 4734

A bylaw to authorize the City of Salmon Arm to enter into a housing agreement for rental housing for the lands known as 1231 1 Street SE, Salmon Arm, BC

Whereas Section 483 of the *Local Government Act*, as amended, empowers the Council of the City of Salmon Arm to enter into a housing agreement;

The Council of the City of Salmon Arm, in open meeting assembled, enacts as follows:

1. The Mayor and Corporate Officer are authorized to execute the Housing Agreement substantially in the form attached to this Bylaw as "Schedule A", between the City of Salmon Arm and AR Broadview Holdings Ltd. (Inc. No. BC1280777) or other registered owners from time to time of the lands described as:

Parcel Identifier 009-634-207

Lot 11, Section 11, Township 20, Range 10, W6M, KDYD, Plan 9916

SEVERABILITY

2. If any part, section, sub-section, clause of this bylaw for any reason is held to be invalid by the decisions of a Court of competent jurisdiction, the invalid portion shall be severed and the decisions that it is invalid shall not affect the validity of the remaining portions of this bylaw.

ENACTMENT

3. Any enactment referred to herein is a reference to an enactment of British Columbia and regulations thereto as amended, revised, consolidated or replaced from time to time.

EFFECTIVE DATE

4. This bylaw shall come into full force and effect upon adoption of same.

CITATION

5. This bylaw may be cited as “**City of Salmon Arm Housing Agreement Bylaw No. 4734**”

READ A FIRST TIME THIS	DAY OF	2025
READ A SECOND TIME THIS	DAY OF	2025
READ A THIRD TIME THIS	DAY OF	2025
ADOPTED BY COUNCIL THIS	DAY OF	2025

MAYOR

CORPORATE OFFICER

Schedule "A"

TERMS OF INSTRUMENT - PART 2 SECTION 219 COVENANT
(Housing Agreement)

WHEREAS:

- A. The Owner is the registered owner of the property (the "Lands") situated, lying and being in the City of Salmon Arm, in the Province of British Columbia, described in Item 2 of Form C to which this Terms of Instrument (the "Agreement") is attached;
- B. Section 219 of the Land Title Act, RSBC 1996, c. 250 (the "Act") provides, inter alia, that there may be registered as a charge against title to land a covenant, whether of a negative or positive nature, in respect of the use of land or the use of a building erected or to be erected on land, in favour of a Municipality or the Crown;
- C. The Owner has applied to the City for a Development Permit and it is a condition of issuance by the City of that permit that the Owner enter into this Agreement with respect to the Land and the Owner has agreed to do so.

NOW THEREFORE, pursuant to Section 219 of the *Land Title Act* and in consideration of One Dollar (\$1.00) now paid by the City to the Owner, the receipt and sufficiency of which is hereby acknowledged, and of the premises herein contained, the parties covenant and agree as follows:

- 1. In this Agreement,
 - "Daily Amount" means \$500.00 per day per rental Dwelling Unit; "
 - "Dwelling Unit" means a single, self-contained residence usually containing cooking, eating, living, sleeping and sanitary facilities intended for residential occupancy;
 - "Rental Purposes" means an occupancy or intended occupancy which is or would be governed by a tenancy agreement as defined in section 1 of the *Residential Tenancy Act*;
 - "Strata Lot" means any lot created in accordance with the *Strata Property Act* as amended from time to time;
- 2. The Owner, for itself and its successors and assigns, covenants and agrees with the City, as a covenant running with the Lands, that the Owner will not:
 - (a) use the Dwelling Units in the building constructed on the Lands, or allow them to be used, except for Rental Purposes; or
 - (b) subdivide the Lands, including by registration of a strata plan for the creation of Strata Lots.
- 3. The covenants contained in this Agreement are and shall be deemed to be covenants running with the Lands pursuant to Section 219 of the Act and shall be binding upon the Owner and its successors in title to the Lands and shall enure to the benefit of the City and its successors, in perpetuity, and may only be modified or discharged pursuant to the provisions of Section 219 of the Act or pursuant to the provisions of an order of a Court of competent jurisdiction.
- 4. Notwithstanding anything contained herein, neither the Owner nor any future owner of the Land shall be liable under any of the covenants or agreements contained herein where such liability arises by reason of an act or omission occurring after the Owner or such future owner ceases to have any further interest in the Lands.

5. Wherever the masculine singular pronoun is used in this Agreement, same shall be deemed to include and mean the plural, feminine, or body corporate or body politic as the context may require.
6. The Owner hereby releases and forever discharges the City of and from any claim, cause of action, suit, demand, expenses, costs and legal fees whatsoever which the Owner can or may have against the City for any loss or damage or injury that the Owner may sustain or suffer arising directly or indirectly out of the approval of the subdivision, the issuance of a Building Permit or the use or occupation of the Lands.
7. The Owner covenants and agrees to indemnify and save harmless the City from any and all claims, causes of action, suits and demands whatsoever that anyone has, or may have in the future, as an owner occupier, tenant, visitor, invitee or user of the Lands, including without limitation, claims, causes of action, suits and demands for loss of life and/or injury to a person or property, that arises directly or indirectly out of the approval of the subdivision, the issuance of a Building Permit or the use or occupation of the Lands.
8. This Agreement is to be registered as a charge against the Lands and the Owner agrees to execute and deliver all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
9. If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable from the rest, and remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.
10. Nothing contained or implied in this Agreement shall prejudice or affect the City's rights and powers in the exercise of its functions pursuant to the Local Government Act of British Columbia or its rights and powers under all of its public and private statutes, bylaws, orders and regulations to the extent that same are applicable to the Lands, all of which may be fully and effectively exercised in relation to the Lands as if these covenant had not been executed and delivered by the Owner.
11. The Owner agrees that the City is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement. Further, the Owner agrees that the foregoing provision is reasonable given the public interest in restricting the occupancy and disposition of the Rental Housing Units in accordance with this Agreement. The Owner agrees that should the Rental Housing Units ceased to be used in accordance with this Covenant, that it shall be restored to a rental residential use.
12. The Owner hereby grants to the City a rent charge under s. 219 of the *Land Title Act* (British Columbia), and at common law, securing payment by the Owner to the City of the Daily Amount at any time should the Owner be in default of its obligations under this Agreement. The Owner agrees that the City, 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 City in law or in equity.
13. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference includes a reference to any subsequent enactment of the Province of British Columbia of like effect and, unless the context otherwise requires, all statutes referred to in this Agreement are enactments of the Province of British Columbia.

14. The Owner represents and warrants to and covenants and agrees with the City that:
 - (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interest in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration therefor, the interest in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding on the Owner in accordance with the terms hereto and the Owner will perform all of its obligations under this Agreement in accordance with the terms hereof; and
 - (d) the foregoing representations, warranties, covenants and agreements will have force and effect notwithstanding any knowledge on the part of the City, whether actual or constructive, concerning the status of the Owner, the Lands, or any other matter.
15. Any matter in dispute between the parties under this Agreement must be referred to a single arbitrator if the parties can agree on one, and otherwise to three arbitrators, one to be appointed by each of the parties and the third by those two so appointed, and the matter must be resolved in accordance with the provisions of the *Commercial Arbitration Act* of British Columbia.
16. In any action or proceeding concerning this Agreement, including any application seeking the specific performance of the Owner's obligations under this Agreement, the City will be entitled to be indemnified for its costs on a solicitor-and-own-client basis.
17. No alleged waiver of any breach of this Agreement is effective unless it is an express and specific waiver in writing, which will not operate as a waiver of any other breach of this Agreement.
18. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.