



THE CITY OF FORT ST. JOHN

Housing Agreement

(Section 483, *Local Government Act*)

Bylaw No. 2607, 2025

CITY OF FORT ST. JOHN

Housing Agreement (Section 483, Local Government Act) Bylaw No. 2607, 2025

A Bylaw to regulate Housing Agreement (Section 483, Local Government Act).

WHEREAS Section 483, Local Government Act, provides that Council may, by bylaw, enter into a Housing Agreement,

NOW THEREFORE Council of the City of Fort St. John, in open meeting assembled hereby enacts as follows:

TITLE:

1. This Bylaw may be cited as **“Housing Agreement (Section 483, Local Government Act) Bylaw No. 2607, 2025”**.

ADMINISTRATION:

2. Council hereby authorizes the City to enter into the *Local Government Act* section 483 housing agreement attached to this Bylaw as Schedule A (the “Housing Agreement”).
3. The Mayor and the Corporate Officer are authorized to execute the Housing Agreement substantially in the form of the document attached to and forming part of this Bylaw as Schedule A, between the City of Fort St. John and the Fort St. John Association for Community Living (Inc. No. S-0006099).
4. The Housing Agreement is in respect to proposed housing units to be located on the lands with the civic address 9620 100 Avenue, and legally described as:

LOT 2 SECTION 6 TOWNSHIP 84 RANGE 18 W6M
PEACE RIVER DISTRICT PLAN EPP133410
PID: 032-102-283

READ FOR A FIRST, SECOND AND THIRD TIME THIS 11th DAY OF AUGUST, 2025

ADOPTED THIS 25th DAY OF AUGUST, 2025

SARAH MACDOUGALL
ACTING MAYOR

BONNIE MCCUE
CORPORATE OFFICER

SCHEDULE A

Contents

Article 1- DEFINITIONS AND INTERPRETATION 4

 DEFINITIONS..... 4

 Interpretation..... 6

Article 2 - TERM7

 Term 7

 Release 7

Article 3 - RESTRICTIONS ON USE AND OCCUPANCY OF LANDS7

 Use Restrictions..... 7

 Occupancy Restrictions 8

 Market Rental Units 9

 Application of Residential Tenancy Act..... 9

Article 4 - ACKNOWLEDGEMENTS10

 Notice of Housing Agreement..... 10

 Agreement for Benefit of City Only..... 10

 Agreement to be First Charge 10

 Agreement Runs with the Lands 11

 Housing Agreement and Section 219 Covenant 11

Article 5 - DISPOSITION AND DESTRUCTION OF RENTAL UNITS11

 Assignment and Subleases 11

 Sales Restrictions..... 11

 Subdivision Restrictions 12

 Notice of Sale or Transfer..... 12

 Demolition..... 12

 No Compensation..... 13

Article 6 - MANAGEMENT OF RENTAL UNITS.....13

 Management of Rental Units 13

 Tenancy Agreements..... 13

 Termination of Tenancy 14

Article 7 - RECORD-KEEPING14

 General..... 14

Article 8 - DEFAULT, REMEDIES AND ENFORCEMENT 14

 Default..... 14

 Remedies..... 15

 Cumulative Remedies..... 15

 Additional Remedies 15

 Enforcement and Costs 15

Article 9 - RELEASE AND INDEMNITY..... 16

 Indemnity 16

 Release 16

 Survival of Release and Indemnity 17

Article 10 - NOTICES 17

Article 11 - REPRESENTATIONS AND WARRANTIES 18

Article 12 – MISCELLANEOUS 18

 Contractual Obligations..... 18

 Legislation 18

 Time..... 18

 No Effect on Rights..... 19

 Limitation on Owner’s Obligations..... 19

 Enurement..... 19

 Further Assurances..... 19

 Governing Law..... 19

 Severability..... 20

 Waiver 20

 No Fiduciary Relationship..... 20

 Joint and Several 20

 Survival 20

 Counterparts and Electronic Delivery 20

HOUSING AGREEMENT
(Section 483, *Local Government Act*)

THIS AGREEMENT dated for reference January 14, 2025,

BETWEEN:

FORT ST. JOHN ASSOCIATION FOR COMMUNITY LIVING (Inc. No. S-0006099)
10251 – 100th Avenue
Fort St. John, British Columbia V1J 1Y8.
(the “**Owner**”)

AND:

CITY OF FORT ST. JOHN
10631 – 100th Street
Fort St. John, British Columbia V1J 3Z5
(the “**City**”)

WHEREAS:

- A. Capitalized terms used in these recitals have the meanings set out in Article 1 below;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The City was the registered and beneficial owner of the Lands and sold the Lands to the Owner on the understanding that the Owner would construct and operate on the Lands a purpose-built rental building comprising the following:
 - a. a minimum of 50 Rental Units;
 - b. at least 20% of the total number of Rental Units made available as Below-Market Housing Units; and
 - c. of the remaining number of Rental Units, Rental Units available as Middle-Income Housing Units, Market Rental Units, and not more than six (6) Rental Units made available to rent by Eligible Clients, all in accordance with this Agreement,
(collectively, the “**Development**”);
- D. Section 483 of the *Local Government Act* permits the City to enter into housing agreements for the provision of affordable and special needs housing, which may include conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units; and
- E. The City adopted Housing Agreement Bylaw No. 2607, 2025, authorizing the City to enter into this Agreement on the terms and conditions contained herein; and
- F. The Owner and the City wish to enter into this Agreement (as herein defined) to provide for the construction, development and management of the Development on the terms and conditions set out in this Agreement and agree that this Agreement shall have effect as a housing agreement under Section 483 of the *Local Government Act*.

NOW THEREFORE, for \$10.00 and other good and valuable consideration paid by the City to the Owner in consideration of the promises exchanged below (the receipt and sufficiency of which is acknowledged by the Owner), the parties covenant and agree with each other as follows, as a Housing Agreement under Section 483 of the *Local Government Act* (British Columbia) and as a contract and a deed under seal between the parties and the parties hereto further covenant and agree that the Lands shall not be used or built on except in accordance with this covenant as follows:

Housing Agreement

ARTICLE 1- DEFINITIONS AND INTERPRETATION

DEFINITIONS

- 1) In this Agreement:
 - a) “**Agreement**” means this Housing Agreement, together with all schedules, amendments and attachments hereto;
 - b) “**Below-Market Housing Unit**” means a Rental Unit within the Development which is made available for rent to members of an Eligible Household at a monthly rental rate equal to the Below-Market Rental Rate;
 - c) “**Below-Market Rental Rate**” means, in respect of a Below-Market Housing Unit, a monthly rental rate that is at least twenty percent 20% less than the Market Rental Rent for that Below-Market Housing Unit.
 - d) “**Building Permit**” means a building permit, or multiple building permits, as the case may be, authorizing construction on the Lands, or any portion(s) thereof;
 - e) “**Building**” means a building, structure or other premises on the Lands;
 - f) “**Business Day**” means a day that is not a Saturday, Sunday or holiday in the Province of British Columbia or, if applicable to the transaction, a day on which the Land Title Office is physically closed to the public;
 - g) “**City Council**” means the mayor and council for the City of Fort St. John;
 - h) “**City Personnel**” means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors subcontractors, and volunteers of the City from time to time;
 - i) “**CMHC**” means Canada Mortgage and Housing Corporation;
 - j) “**Commencement Date**” means the date on which the Occupancy Certificate is issued for the originally constructed Development;
 - k) “**Cure Period**” has the meaning set out in section 23;
 - l) “**Development Permit**” means the development permit authorizing the development of the Lands, or any portion(s) thereof;
 - m) “**Development**” has the meaning set out in Recital C;
 - n) “**Eligible Client**” means an individual, or individuals collectively, supported by the services provided by the Owner and not otherwise qualifying as an Eligible Household;

ARTICLE 1 - DEFINITIONS AND INTERPRETATION PROVISIONS (continued)

- o) “**Eligible Households**” means:
 - i. in respect of a Below-Market Housing Unit, a Household having an annual Household Income that is below the maximum income limit of the BC Builds Program, priority will be given based on greatest need as identified by the owner; and
 - ii. in respect of a Middle-Income Housing Unit, a Household with an annual household income that is considered middle income pursuant to the BC Builds Program.
- p) “**Household**” means all of the individuals that occupy or propose to occupy a Rental Unit;
- q) “**Household Income**” means, for any period of time, the aggregate of gross income from all sources of a Household, based on the most recent tax returns filed with the Canada Revenue Agency for that period of time;
- r) “**Housing Agreement Bylaw**” means the bylaw required for the City to enter into this Agreement with the Owner in respect of the Lands under Section 483(1) of the *Local Government Act*;
- s) “**Land Title Act**” means the *Land Title Act*, R.S.B.C., 1996, c. 250, as amended, replaced, restated, or re-enacted from time to time;
- t) “**Land Title Office**” means the land title office in which title to the Lands is currently registered;
- u) “**Lands**” means the lands legally described as PID: 032-102-283, Lot 2 Section 6 Township 84 Range 18 West of the 6th Meridian Peace River District Plan EPP133410;
- v) “**Local Government Act**” means the *Local Government Act*, R.S.B.C., 2015, c. 1, as amended, replaced, restated, or re-enacted from time to time;
- w) “**Middle-Income Housing Unit**” means a Rental Unit within the Development which is made available for rent to members of an Eligible Household at a monthly rental rate equal to the Middle-Income Rental Rate;
- x) “**Middle-Income Rental Rate**” means a monthly rental rate established by the Owner in its sole discretion in accordance with the requirements of the BC Builds Program for middle-income households;
- y) “**Market Rental Rate**” means a monthly rental rate that would be paid for a Market Rental Unit as between persons dealing in good faith and at arm’s length for a similar residential dwelling unit of comparable size and number of bedrooms in buildings similar in location, age, quality and materials as the Development is generally similar to the rent of other units in the private housing market;

ARTICLE 1 - DEFINITIONS AND INTERPRETATION PROVISIONS (continued)

- z) “**Market Rental Unit**” means a Rental Unit within the Development for which the monthly rent charged is Market Rental Rent as determined by the Owner at its sole discretion;
- aa) “**Notice of Housing Agreement**” means a notice of housing agreement required to be filed in the Land Title Office pursuant to Section 483(5) of the *Local Government Act*;
- bb) “**Occupancy Certificate**” means a certificate issued by the City authorizing the use and occupation of any Building or portion thereof;
- cc) “**Owner Personnel**” means any owner, shareholder, volunteer, employee, contractor, subcontractor, partner or affiliate of the Owner;
- dd) “**parties**” means the City and the Owner, and “**party**” means either one of them;
- ee) “**Rental Unit**” means a residential dwelling unit to be constructed on the Lands pursuant to this Agreement that is rented, and which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to individual third parties at arm’s length, for use as residential rental accommodation on a month-to-month or longer basis in accordance with this agreement, reasonably prudent landlord-tenant practice for rental residential accommodation, and all laws applicable thereto including, without limitation, residential tenancy and human rights legislation in British Columbia
- ff) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as amended, replaced, restated, or re-enacted from time to time;
- gg) “**Residential Tenancy Regulation**” means the *Residential Tenancy Regulation* B.C. Reg. 477/2003, as amended, replaced, restated, or re-enacted from time to time;
- hh) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy a Rental Unit;
- ii) “**Tenant**” means a person or entity occupying a Rental Unit pursuant to a Tenancy Agreement; and
- jj) “**Term**” has the meaning set out in section 3.

Interpretation

- 2) In this Agreement:
 - a) any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires;
 - b) a reference to a single gender shall be construed as a reference to all genders, the plural or body corporate or politic and vice versa as the context or parties so requires;

ARTICLE 1 - DEFINITIONS AND INTERPRETATION PROVISIONS (continued)

- c) the captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof;
- d) references to the or this “Agreement” and the words “hereof”, “herein” and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Article, Section or subsection is a reference to the designated Recital, Article, Section or subsection hereof; and
- e) schedules attached hereto form part of this Agreement.

ARTICLE 2 - TERM

Term

- 3) The term of this Agreement (the “**Term**”) will commence on the Commencement Date and will end on the date that is twenty-five (25) years from the Commencement Date.

Release

- 4) Upon the expiry of the Term, the City’s Director of Development Services, or successor in function, shall be entitled upon the Owner’s request, without further City Council approval, authorization or bylaw, to consent to the release of this Agreement, including the removal from title to the Lands of the Section 219 covenant granted pursuant to this Agreement and the Notice of Housing Agreement, provided that any such release(s) will be prepared by the Owner at its sole cost, the City will have a reasonable amount of time to review, execute and return such release(s), and all preparation and land title filing costs associated with such release(s) will be borne by the Owner.

ARTICLE 3 - RESTRICTIONS ON USE AND OCCUPANCY OF LANDS

Use Restrictions

- 5) The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the Development, that:
 - a) throughout the Term, the Owner will not permit the Lands and the Development to be used in any way that is inconsistent with the terms of this Agreement;
 - b) throughout the Term, the Rental Units will only be used for the purpose of providing Rental Housing;

ARTICLE 3 - RESTRICTIONS ON USE AND OCCUPANCY OF LANDS PROVISIONS **(continued)**

- c) the Owner will construct and, during the Term, shall maintain and provide the following:
 - i. not less than 50 Rental Units on the Lands;
 - ii. not less than 20% of the total number of Rental Units as Below-Market Housing Units on the Lands; and
 - iii. of those Rental Units on the Lands not comprising Below-Market Housing Units as Middle-Income Housing Units and Market Rental Units;
- d) the rental rates for the Market Rental Units will be based on the Market Rental Rate, the rental rates for the Middle-Income Housing Units shall be based on the Middle-Income Rental Rate, and the rental rates for the Below Market Rental Units will be based on the Below-Market Rental Rate;
- e) not more than 6 of those Rental Units comprising Middle-Income Housing Units and Market Rental Units may be used by the Owner for Eligible Clients; and
- f) the Rental Units shall be constructed in accordance with the Building Permit, the terms of this Agreement, and the following requirements, namely:
 - i. that the Rental Units and the common areas of the Building and Lands will have full universal design pursuant to the accessibility criteria required by CMHC.

Occupancy Restrictions

- 6) The Owner agrees that:
 - a) for the duration of the Term, the Rental Units must be used for residential purposes;
 - b) the Middle-Income Housing Units shall not be used or occupied by Households other than Eligible Households for a Middle-Income Housing Unit pursuant to a tenancy Agreement under the *Residential Tenancy Act* and in accordance with the requirements of this Agreement, and the requirements of BC Builds;
 - c) the Below-Market Housing Units shall not be used or occupied by Households other than Eligible Households for a Below-Market Housing Unit pursuant to a tenancy Agreement under the *Residential Tenancy Act* and in accordance with the requirements of this Agreement, and the requirements of BC Builds;
 - d) the Owner may rent or sub-lease to Northern Health any number of Rental Units not comprising the Below-Market Housing Units as fully-furnished rental accommodation to eligible individuals engaged by Northern Health in providing health-care related services within the jurisdictional area of Northern Health;

ARTICLE 3 - RESTRICTIONS ON USE AND OCCUPANCY OF LANDS PROVISIONS **(continued)**

- e) a Rental Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family household that is occupying the Rental Unit qualifies as an Eligible Household), or any Tenant or guest of the Owner, other than a member of an Eligible Household;
- f) for clarity, the City agrees that in respect to a Below-Market Housing Unit, so long as one Tenant, who is a party to a Tenancy Agreement for such unit, comprises an Eligible Household there is no restriction on another person who may not meet the criteria of an Eligible Household occupying the same Rental Unit;
- g) notwithstanding that the Owner may otherwise be entitled, the Owner shall not occupy, nor permit any person to occupy any Rental Unit or any portion of any Building, in part or in whole, constructed on the Lands and the City will not be obligated to permit final or provisional occupancy of any Rental Unit or Building constructed on the Lands until all of the following conditions are satisfied:
 - i. the Rental Units and related uses and areas have been constructed to the satisfaction of the City;
 - ii. the Rental Units have received Occupancy Certificates; and
 - iii. the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the development of the Lands; and

without limiting the generality of Article 9, the Owner does hereby waive, remise, and release absolutely any and all claims against the City and City Personnel for any losses, claims or damages that may derive from the withholding of an Occupancy Certificate until there is compliance with the provisions of this section 6.

Market Rental Units

- 7) The City agrees that, notwithstanding any term of this Agreement, the rental rate for the Market Rental Units shall not be subject to any income criteria otherwise used to determine eligibility of Eligible Households and that the Owner may, in its sole discretion, establish the rental rate for the Market Rental Units, for the purpose of subsidizing the rents of the 20% below market units.

Application of Residential Tenancy Act

- 8) Notwithstanding anything to the contrary contained in the *Residential Tenancy Act* or the *Residential Tenancy Regulation*, the Owner will, for so long as the Rental Units remain located on the Lands, comply with sections 41 [*Rent increases*], 42 [*Timing and notice of rent increases*] and 43 [*Amount of rent increase*] of the *Residential Tenancy Act*, as such sections may be amended or replaced from time to time, with respect to rent increases for members of Eligible Households.

ARTICLE 4 - ACKNOWLEDGEMENTS

Notice of Housing Agreement

- 9) The Owner acknowledges and agrees that:
- a) this Agreement constitutes a housing agreement entered into under pursuant to Section 483 of the *Local Government Act*; and
 - b) the City shall file a Notice of Housing Agreement in the Land Title Office against title to the Lands in accordance with Section 483(5) of the *Local Government Act*.

Agreement for Benefit of City Only

- 10) The Owner and City acknowledge and agree that:
- a) this Agreement is entered into only for the benefit of the City;
 - 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 Lands or Buildings or any portion thereof, including any Rental Unit; and
 - c) the City 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.

Agreement to be First Charge

- 11) The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement forming a covenant pursuant to Section 219 of the Land Title Act to be registered in priority to any financial charge granted by the Owner that is registered against the title to the Lands, save only for any reservations, liens, charges or encumbrances:
- a) contained in any grant from His Majesty the King in Right of the Province of British Columbia respecting the Lands or imposed by statute;
 - b) legal notations evidencing the Notice of Housing Agreement and the Owner's registration of a Notice of Interest pursuant to the *Builder's Lien Act* (British Columbia); and
 - c) legal notations, charges, liens, interests and such other non-financial encumbrances granted by the Owner to the City.

ARTICLE 4 - ACKNOWLEDGEMENTS PROVISIONS (continued)

Agreement Runs with the Lands

- 12) Following the filing of the Notice of Housing Agreement in the Land Title Office, this Agreement and, if applicable, any amendments thereto, will be binding on all persons who acquire an interest in the land affected by this Agreement, as amended if applicable. It is further expressly agreed that this Agreement may be modified or amended from time to time, by consent of the Owner and a bylaw duly passed by City Council and thereafter if an amendment is signed by the City and the Owner.

Housing Agreement and Section 219 Covenant

- 13) The Owner acknowledges and agrees that this Agreement constitutes both a covenant under Section 219 of the Land Title Act and a housing agreement under Section 483 of the *Local Government Act*.

ARTICLE 5 - DISPOSITION AND DESTRUCTION OF RENTAL UNITS

Assignment and Subleases

- 14) The Owner will only permit a Rental Unit to be subleased, or a Tenancy Agreement to be assigned to Northern Health if the unit will house eligible health care workers., and as permitted under the *Residential Tenancy Act* and provided that, for the avoidance of doubt, the Owner shall not exercise any discretion afforded to it under the *Residential Tenancy Act* to consent to any other sublease or assignment which would result in the occupation or use of a Rental Unit in a manner which is prohibited by or inconsistent with the terms and conditions of this Agreement or which would preclude the Owner from otherwise being able to comply with the terms and conditions of this Agreement.

Sales Restrictions

- 15) The Owner covenants and agrees with the City that:
 - a) during the Term, the Owner will not amend the number or composition of the Rental Units once Occupancy Certificates for some or all of the Rental Units have been issued, without the prior written consent of the City, which consent may be arbitrarily withheld;
 - b) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Rental Units with the result that when the purchaser or transferee of the Rental Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Rental Units; and
 - c) the Owner will not, without the prior written consent of the City, sell or otherwise dispose of any or all of the Rental Units or any part thereof or interest therein unless the transferee or other acquiring party, as the case may be, agrees to assume the obligations of the Owner hereunder and agrees to be bound by the terms of this Agreement.

ARTICLE 5 - DISPOSITION AND DESTRUCTION OF RENTAL UNITS PROVISIONS **(continued)**

Subdivision Restrictions

- 16) The Owner covenants and agrees with the City that:
- a) the Owner will not subdivide that portion of the Lands containing Rental Units in any manner which would result in the Rental Units being contained within individual strata lots without the prior written consent of the City, which consent may be arbitrarily withheld, the Owner acknowledging and agreeing that if that portion of the Lands containing the Rental Units is subject to subdivision by a strata plan, that the Rental Units will together form no more than one (1) strata lot; and
 - b) the Lands will not be subdivided such that one or more Rental Units form their own air space parcel(s), separate from other Rental Units, without the prior written consent of the City, which consent may be arbitrarily withheld.

Notice of Sale or Transfer

- 17) If the Owner sells or transfers any Rental Units, the Owner will notify the City of the sale or transfer within three (3) Business Days of the effective date of sale or transfer.

Demolition

- 18) The Owner will not demolish any Rental Units or any Building containing one or more Rental Units unless:
- a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Rental Unit or Building containing one or more Rental Unit(s), and the Owner has delivered to the City a copy of the engineer's or architect's report; or
 - b) the Rental Unit or Building containing one or more Rental Unit(s), is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the City in its sole discretion,

and, in each case, a demolition permit for the Rental Unit or relevant Building has been issued by the City and the Rental Unit or relevant Building has been demolished in accordance with that permit.

- 19) Following demolition, the Owner will use and occupy any replacement Unit in compliance with this Agreement, which will apply to any replacement Unit to the same extent and in the same manner as this Agreement applies to the original Unit, and any replacement Rental Unit must qualify as a Rental Unit under this Agreement.

ARTICLE 5 - DISPOSITION AND DESTRUCTION OF RENTAL UNITS PROVISIONS **(continued)**

No Compensation

- 20) The Owner is not entitled and will not claim any compensation from the City for any decrease in the market value of the Lands or for any obligations on the part of the Owner and its successors in title which at any time may result directly or indirectly by operation of this Agreement.

ARTICLE 6 - MANAGEMENT OF RENTAL UNITS

Management of Rental Units

- 21) During the Term, the Owner covenants and agrees that it will:
- a) operate and manage all the Rental Units in accordance with the terms of this Agreement;
 - b) carry out good and efficient management of the Rental Units;
 - c) keep and maintain the Building, including without limitation the Rental Units, in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted, and fit for human habitation and consistent with the general standards required by the *Residential Tenancy Act* and all other applicable statutes, regulations, bylaws, and rules in effect from time to time and will comply with the same, including health and safety standards applicable to the Building and the Rental Units; and
 - d) insure, or cause to be insured, the Rental Units and all parts thereof, to the full replacement cost against perils normally insured against reasonable and prudent owners of similar premises and lands.

Tenancy Agreements

- 22) The Owner shall, prior to the occupancy of any Unit, to:
- a) provide the City with a true copy of the Owner's form of Tenancy Agreement for the City's approval, acting reasonably;
 - b) include in every Tenancy Agreement a clause or multiples clauses entitling the Owner to terminate the Tenancy Agreement if:
 - i. the Middle-Income Housing Unit or the Below-Market Housing Unit, as applicable, is not occupied by an Eligible Household;
 - ii. the Rental Unit is occupied by more than the number of people the City determines can reside in the Rental Unit given the number and size of bedrooms in the Rental Unit and in light of any relevant standards set by the City in any bylaws of the City;
or

ARTICLE 6 - MANAGEMENT OF RENTAL UNITS PROVISIONS (continued)

- iii. the Rental Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent.

Termination of Tenancy

- 23) In the case of a breach by a Tenant of a term of its Tenancy Agreement relating to the matters set out in section b), the Owner hereby agrees with the City:
 - a) to forthwith provide to the Tenant a notice of termination; and
 - b) if the Tenancy Agreement is terminated for any reason, to use commercially reasonable efforts to cause the Tenant and all other persons that may be in occupation of the Rental Unit to vacate the Rental Unit on the effective date of termination.

ARTICLE 7 - RECORD-KEEPING

General

- 24) The Owner will keep accurate records pertaining to the rental rates charged of/for the Market Housing Units and the Below-Market Housing Units and will annually deliver to the City a copy of the annual rent roll for the same, certified by the executive director, a director or officer of the Owner.

ARTICLE 8 - DEFAULT, REMEDIES AND ENFORCEMENT

Default

- 25) The Owner agrees that, it shall be a default under this Agreement if:
 - a) the Owner itself or if the Owner permits a Rental Unit to be used or occupied in breach of this Agreement;
 - b) a Rental Unit is operated and maintained by an entity that is not the Owner or an affiliate of the Owner; or
 - c) the Owner is otherwise in material breach of any of its obligations under this Agreement,(each, an “**Event of Default**”).

ARTICLE 8 - DEFAULT, REMEDIES AND ENFORCEMENT PROVISIONS (continued)

Remedies

- 26) The Owner covenants and agrees with the City that, in addition to any other remedies available to the City under this Agreement or at law or equity, if an Event of Default has occurred the Owner shall rectify such material default within forty-five (45) days after receipt from the City of written notice of such Event of Default setting out the particulars of such Event of Default, provided that if as a result of the nature of the Event of Default the Owner is, using commercially reasonable efforts, unable to rectify such default within this time period, the time period shall be extended for such period of the delay as may be reasonable in the circumstances, provided the Owner is diligently proceeding to rectify the default as determined by the City acting reasonably.

Cumulative Remedies

- 27) No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit, or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right to remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise), or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.

Additional Remedies

- 28) The Owner agrees that, without affecting any other rights or remedies the City may have in respect of an Event of Default that continues beyond any cure period, 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 that continues beyond the Cure Period or, in the case of a material default, the period to rectify material defaults referenced in section 26. The Owner agrees that this is reasonable given the public interest in ensuring the provision of Rental Units.

Enforcement and Costs

- 29) This Agreement may be enforced by mandatory, prohibitory or such other order(s) of the court. In any action to enforce this Agreement if either party is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.

ARTICLE 9 - RELEASE AND INDEMNITY

Indemnity

- 30) Except in the case of losses that are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel or the wilful misconduct of the City Personnel, or a breach of this Agreement by the City or the City Personnel the Owner hereby releases and discharges the City and all City Personnel from and against all losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and City Personnel from and against all claims, demands, actions, losses, damages, 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) the use or occupancy of any Rental Unit;
 - b) any act or omission of the Owner or the Owner Personnel in connection with this Agreement, including the Owner's ownership, operation, management or financing of the Development;
 - c) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement;
 - d) the City refusing to issue a Development Permit, Building Permit, or refusing to permit occupancy of any Building, or any portion thereof, constructed on the Lands, in accordance with this Agreement;
 - e) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Rental Unit;
 - f) the enforcement of any Tenancy Agreement entered into by the Owner; and
 - g) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner of any Tenancy Agreement.

Release

- 31) Except in the case of losses that are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel, the Owner hereby releases and forever discharges the City and each of its elected officials, officers, directors, 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 or which would or could not occur but for the:
- a) the existence of this Agreement;
 - b) construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Development and Rental Units;

ARTICLE 9 - RELEASE AND INDEMNITY PROVISIONS (continued)

- c) the City refusing to issue a Development Permit, Building Permit, or refusing to permit occupancy of any Building, or any portion thereof, constructed on the Lands in accordance with this Agreement; and
- d) exercise by the City of any of its rights under this Agreement.

Survival of Release and Indemnity

- 32) The release and indemnity in this Article 9 will remain effective, and will survive any modification during the Term or for a period of six (6) months following the discharge or partial discharge of any or all of the covenants created by this Agreement, and the termination of this Agreement, whether by fulfillment of the covenants contained in this Agreement or otherwise.

ARTICLE 10 - NOTICES

- 33) Any demand, notice or other communication to be made or given hereunder will be in writing and may be made or given by personal delivery, prepaid registered mail, email or by courier delivery addressed to the respective parties as follows:
 - a) to the Owner:
at the address on page 1 of this Agreement or by email to the following address:
Attention: Jordan Soggie
Email: ceo@fsjacl.com
 - b) to the City:
at the address on page 1 of this Agreement or by email to the following address:
Attention: Jennifer Decker
Email: JDecker@fortstjohn.ca

or to such other address as any party may from time to time notify to the other party in accordance with this Article 10. Any demand, notice or communication made or given by personal delivery or courier delivery will be conclusively deemed to have been made or given on the day of actual delivery thereof. Any notice sent by prepaid registered mail will be deemed to have been given or made and received on the third Business Day after the day of mailing thereof.

- 34) Any such notice transmitted by PDF email transmission will be deemed to have been given or made and received on the day on which it is transmitted; but if such notice is transmitted on a day that is not a Business Day or after 5:00 p.m. (Vancouver Time) on a Business Day, that notice will be deemed to have been given or made and received on the next Business Day.

ARTICLE 11 - REPRESENTATIONS AND WARRANTIES

- 35) The Owner represents and warrants to and covenants and agrees with the City that:
- a) the Owner has the full and complete power, authority, and capacity to enter into, execute, and deliver this Agreement and to bind its interest in the Lands with the interests in land created hereby;
 - b) upon execution and delivery of this Agreement and the filing of the Notice of Housing Agreement, the interests in land created hereby will encumber the Owner's interest in the Lands;
 - c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

ARTICLE 12 – MISCELLANEOUS

Contractual Obligations

- 36) The covenants and agreements on the part of the Owner have been made by the Owner as contractual obligations as well as being made pursuant to Section 483 of the *Local Government Act* (British Columbia) and as such will be binding on the Owner.

Legislation

- 37) Any reference to a law or statute herein includes and is a reference to such law or statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any law or statute or applicable regulation amending, replacing, or superseding any of the same.

Time

- 38) Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that part may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be Fort St. John time.

ARTICLE 12 - MISCELLANEOUS PROVISIONS (continued)

No Effect on Rights

- 39) The parties agree this Agreement does not:
- a) affect or limit the discretion, rights, duties or powers of the City in the exercise of its functions under any enactment, public and private statute, bylaw, order and regulation, including in relation to the use or subdivision of the Lands, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner;
 - b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
 - c) affect or limit any enactment relating to the use or subdivision of the Lands; or
 - d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

Limitation on Owner's Obligations

- 40) The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands or such applicable portions thereof, provided however that notwithstanding that the Owner is no longer the registered owner of the Lands or any portion thereof, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands or such portions thereof, as the case may be.

Enurement

- 41) This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

Further Assurances

- 42) The parties will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 483(5) of the *Local Government Act*.

Governing Law

- 43) This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.

ARTICLE 12 - MISCELLANEOUS PROVISIONS (continued)

Severability

- 44) 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.

Waiver

- 45) An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

No Fiduciary Relationship

- 46) Nothing contained in this Agreement will be deemed in any way, or for any purpose, to constitute the City a partner, agent or legal representative of the Owner in the conduct of any business or otherwise, or a member of a joint venture or joint enterprise with the Owner, or to create any fiduciary relationship between the City and the Owner.

Joint and Several

- 47) If the Owner consists of more than one person, firm, or corporation, from time to time, the Owner's obligations under this Agreement shall be joint and several.

Survival

- 48) Notwithstanding anything contained herein, the Owner covenants and agrees that the obligations of the Owner, including without limitation those set out in Article 9, shall survive termination or release of this Agreement.

Counterparts and Electronic Delivery

- 49) This Agreement may be executed and delivered by the parties hereto in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date and year first written above.

**FORT ST. JOHN ASSOCIATION FOR
COMMUNITY LIVING**, by its authorized
signatory(ies):

CITY OF FORT ST. JOHN, by its authorized
signatory(ies):

Per: _____
Name:

Per: _____
Name:

Per: _____
Name:

Per: _____
Name: