



Notice of Meeting and Meeting Agenda Hospitals and Housing Committee

Wednesday, July 6, 2022

1:30 PM

6th Floor Boardroom
625 Fisgard St.
Victoria, BC V8W 1R7

J. Loveday (Chair), G. Orr (Vice Chair), D. Blackwell, S. Brice, F. Haynes, L. Helps, G. Holman,
K. Murdoch, D. Screech, C. Plant (Board Chair, ex officio)

The Capital Regional District strives to be a place where inclusion is paramount and all people are treated with dignity. We pledge to make our meetings a place where all feel welcome and respected.

1. Territorial Acknowledgement

2. Approval of Agenda

3. Adoption of Minutes

3.1. [22-380](#) Minutes of the June 1, 2022 Hospitals and Housing Committee Meeting

Recommendation: That the minutes of the Hospitals and Housing Committee meeting of June 1, 2022 be adopted as circulated.

Attachments: [Minutes - June 1, 2022](#)

4. Chair's Remarks

5. Presentations/Delegations

The public are welcome to attend CRD Board meetings in-person.

Delegations will have the option to participate electronically. Please complete the online application for "Addressing the Board" on our website and staff will respond with details.

Alternatively, you may email your comments on an agenda item to the CRD Board at crdboard@crd.bc.ca.

5.1. [22-421](#) Presentation: Sylvia Ceacero, Greater Victoria Coalition to End Homelessness re: GVCEH Update

Attachments: [Presentation: Sylvia Ceacero, GVCEH Update](#)

5.2. [22-422](#) Presentation: Fran Hunt-Jinnouchi, Aboriginal Coalition to End Homelessness re: ACEH Update

Attachments: [Presentation: Fran Hunt-Jinnouchi, ACEH Update](#)

- 5.3. [22-449](#) Delegation - Roberta Martell; Representing: Lady Minto Hospital Foundation: Re: Agenda Item 7.1.: Motion with Notice: Lady Minto Hospital Emergency Room Cost Overrun (Director Holman)

6. Committee Business

- 6.1. [22-423](#) Capital Region Housing Corporation Operational Update No. 2, 2022

Recommendation: There is no recommendation. This report is for information only.

Attachments: [Staff Report: CRHC Operational Update No. 2, 2022](#)

- 6.2. [22-408](#) Major Capital Plan Status Report - Second Quarter 2022

Recommendation: There is no recommendation. This report is for information only.

Attachments: [Staff Report: Mjr Capital Plan Status Rpt 2nd Qtr 2022](#)

- 6.3. [22-414](#) Regional Housing First Program Second Quarterly Update

Recommendation: There is no recommendation. This report is for information only.

Attachments: [Staff Report: RHFP Second Quarterly Update 2022](#)
[Appendix A: RHFP Capital Project Summary, July 2022](#)

- 6.4. [22-371](#) Capital Region Housing Corporation Financial Plan Amendment

Recommendation: The Hospitals and Housing Committee recommends to the Capital Region Housing Corporation Board:
That the Capital Region Housing Corporation Major Capital Plan Amendment be approved as attached.

Attachments: [Staff Report: CRHC Financial Plan Amendment](#)
[Appendix A: 2022-2026 CRHC Amended Major Capital Plan](#)

- 6.5. [22-420](#) Future Housing Priorities and Partnerships

Recommendation: The Hospitals and Housing Committee recommends to the Capital Regional District Board:
1. That the CRD Board endorse the Future Housing Priorities and Partnerships in the Capital Region; and
2. That staff be directed to proceed with development of a Program Framework and identification of funding partnership contributions to address unmet housing needs in the capital region based on the priorities identified in Future Housing Priorities and Partnerships in the Capital Region.

Attachments: [Staff Report: Future Housing Priorities and Partnerships](#)
[Appendix A: Future Housing Priorities & P'ships-Capital Region](#)

6.6. [22-410](#) 902 Foul Bay Road Housing Agreement and Bylaw

Recommendation: The Hospitals and Housing Committee recommends to the Capital Regional District Board:
1. That Bylaw No. 4501, "Resale Control and Housing Agreement Bylaw (902 Foul Bay Road), 2022" be introduced and read for a first, second and third time; and
2. That Bylaw No. 4501 be adopted.

Attachments: [Staff Report: 902 Foul Bay Rd Housing Agreement & Bylaw](#)
 [Appendix A: Bylaw No. 4501](#)

6.7. [22-407](#) Previous Minutes of Other CRD Committees and Commissions for Information

Recommendation: There is no recommendation. The following minutes are for information only:
a) Regional Housing Advisory Committee minutes - April 7, 2022
b) Tenant Advisory Committee minutes - April 25, 2022

Attachments: [Minutes: Regional Housing Advisory Committee - April 7, 2022](#)
 [Minutes: Tenant Advisory Committee - April 25, 2022](#)

7. Notice(s) of Motion**7.1. [22-399](#) Motion with Notice: Lady Minto Hospital Emergency Room Cost Overrun (Director Holman)**

Recommendation: [At the June 8, 2022 Electoral Areas Committee meeting, the following notice of motion was read into the record for discussion at the Hospitals and Housing Committee:]
That the CRHD contribute 30% of the unforeseen cost overrun for the new Lady Minto Hospital Emergency Room.

8. New Business**9. Adjournment**

The next meeting is September 7, 2022.

To ensure quorum, please advise Tamara Pillipow (tpillipow@crd.bc.ca) if you or your alternate cannot attend.

Meeting Minutes

Hospitals and Housing Committee

Wednesday, June 1, 2022

1:30 PM

6th Floor Boardroom
625 Fisgard St.
Victoria, BC V8W 1R7

PRESENT

Directors: G. Orr (Acting Chair), M. Alto (for L. Helps), D. Blackwell, S. Brice, K. Harper (for F. Haynes) (EP), G. Holman (EP), K. Murdoch (EP), S. Potts (for J. Loveday (Chair)) (EP), D. Screech

Staff: R. Lapham, Chief Administrative Officer; K. Lorette, General Manager, Planning and Protective Services; M. Barnes, Senior Manager, Health and Capital Planning Strategies; D. Elliott, Senior Manager, Regional Housing; R. Fowles, Manager, Construction & Capital Projects, Regional Housing; K. Mah, Healthy Communities Planner; M. Lagoa, Deputy Corporate Officer; T. Pillipow, Committee Clerk (Recorder)

EP - Electronic Participation

Guests: Dr. M. Fyfe, Island Health; R. Bandechha, Island Health; R. Kirk, Island Health (EP)

Regrets: Directors: F. Haynes, L. Helps, J. Loveday, C. Plant

The meeting was called to order at 1:32 pm.

1. Territorial Acknowledgement

Acting Chair Orr provided a Territorial Acknowledgement.

He also acknowledged the unveiling of the totem pole carved by Tom LaFortune at the View Royal Fire Hall.

2. Approval of Agenda

**MOVED by Director Brice, SECONDED by Alternate Director Alto,
That the agenda for the June 1, 2022 Hospitals and Housing Committee meeting
be approved.
CARRIED**

3. Adoption of Minutes

3.1. [22-346](#) Minutes of the May 4, 2022 Hospitals and Housing Committee Meeting

**MOVED by Director Blackwell, SECONDED by Director Screech,
That the minutes of the Hospitals and Housing Committee meeting of May 4, 2022
be adopted as circulated.
CARRIED**

4. Chair's Remarks

Acting Chair Orr spoke of the success of the Michigan Street affordable housing project.

5. Presentations/Delegations

5.1. [22-330](#) Presentation: Dr. Murray Fyfe, Island Health re 2021-22 Island Health Report to the CRD

Dr. M. Fyfe presented the 2021-22 Island Health Report.

Discussion ensued on the following:

- the governing body responsible for health related bylaws
- implementing bylaw regulations around the operation of wood burning appliances
- where the Capital Regional District sits among the other jurisdictions ensuring clean air
- continuing with the education model currently in use
- the statistics around smoking in general

6. Committee Business

6.1. [22-344](#) Caledonia Redevelopment Mortgage and Final Project Approval

K. Lorette spoke to Item 6.1.

Discussion ensued on the arrangements of the forgivable mortgage.

**MOVED by Director Screech, SECONDED by Alternate Director Alto,
The Hospitals and Housing Committee recommends to the Capital Region
Housing Corporation Board:**

- 1) That the resolutions, attached as Appendix A and Appendix B and required by BC Housing Management Commission to authorize the execution of the Section 219 Covenants and the Loan and Mortgage documents for the Caledonia Redevelopment be approved;
- 2) That the Cost Overrun Agreement, attached as Appendix C, be approved;
- 3) That Robert Lapham, Chief Administrative Officer, and Nelson Chan, Chief Financial Officer, or their duly-authorized delegates, or any two directors or officers of the Corporation be authorized to do all things necessary to effect the project and take such steps as are required to conclude the financing, construction and operation of the Caledonia Redevelopment project; and
- 4) That the Capital Region Housing Corporation Major Capital Plan (2022-2026) be amended.

CARRIED

7. Notice(s) of Motion

There were no notice(s) of motion.

8. New Business

There was no new business.

9. Adjournment

MOVED by Alternate Director Alto, **SECONDED** by Director Brice,
That the June 1, 2022 Hospitals and Housing Committee meeting be adjourned at
2:09 pm.
CARRIED

CHAIR

RECORDER



greater victoria
coalition to end
homelessness

hope has found a home

CRD Hospitals and Housing Committee Presentation 2021/2022

PRESENTED BY SYLVIA CEACERO, MBA, MA, MCRM

EXECUTIVE DIRECTOR

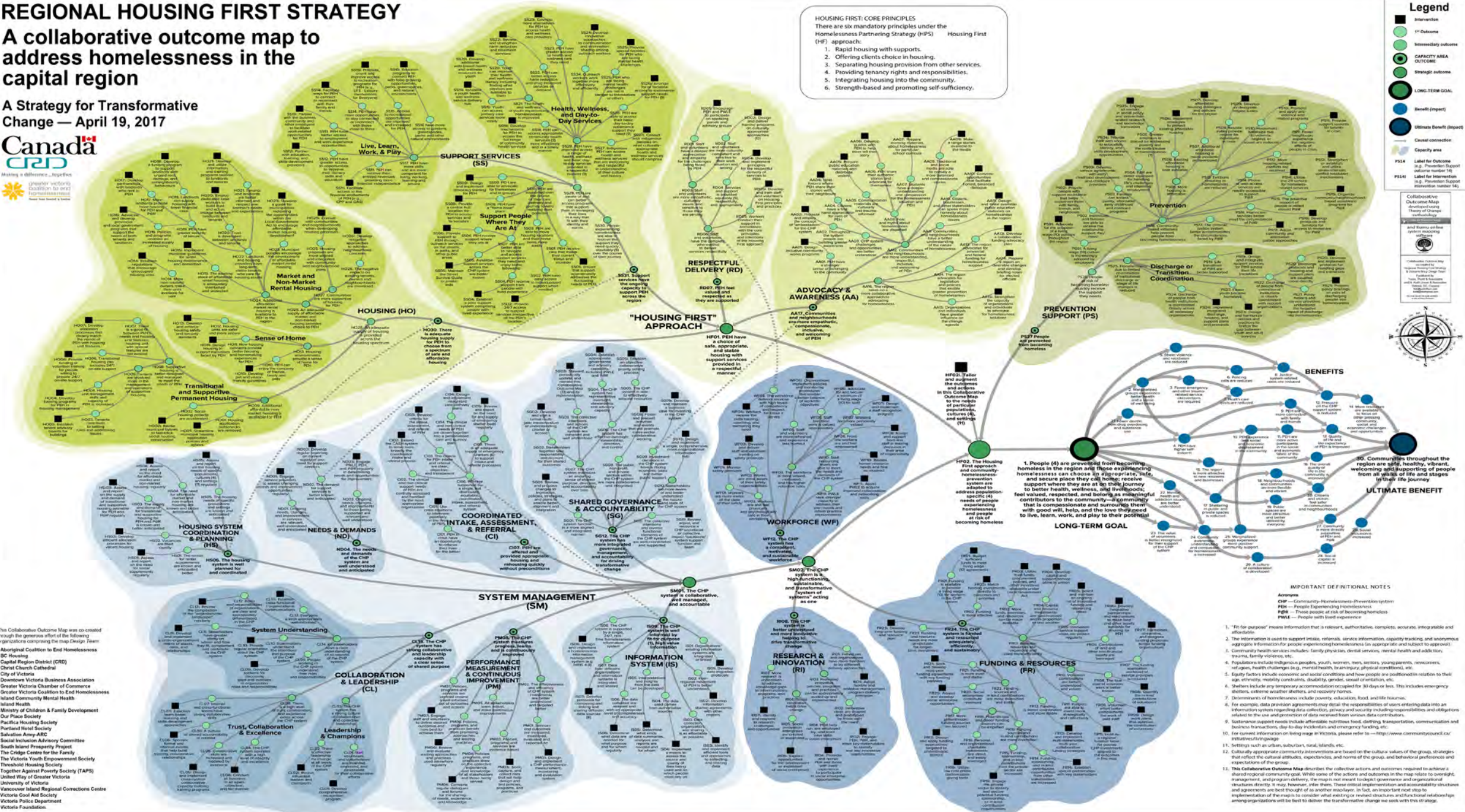
STRATEGIC AND TACTICAL LANDSCAPE

- **Housing First Strategy – 2017**
- **Recent Statistics**
- **GVCEH Founded - 2008**
- **Community Plan – 2019-2024**
- **CRD Agreement – 2019-2024**
- **Strategic Plans – 2019-2021 & 2022-2024**
- **Business Plan – 2019-2021**
- **Action Plan – 2022-2024**

REGIONAL HOUSING FIRST STRATEGY

A collaborative outcome map to address homelessness in the capital region

A Strategy for Transformative Change — April 19, 2017



HOUSING FIRST: CORE PRINCIPLES
There are six mandatory principles under the Homelessness Partnering Strategy (HPS) Housing First (HF) approach:

1. Rapid housing with supports.
2. Offering clients choice in housing.
3. Separating housing provision from other services.
4. Providing tenancy rights and responsibilities.
5. Integrating housing into the community.
6. Strength-based and promoting self-sufficiency.

Legend

- Intervention
- 1st Outcome
- Intermediate outcome
- CAPACITY AREA OUTCOME
- Strategic outcome
- Benefit (project)
- Ultimate Benefit (impact)
- Central connection
- Capacity area

PS14 Label for Outcome (e.g. Prevention Support outcome number 14)
PS14 Label for Benefit (e.g. Prevention Support benefit number 14)

Collaborative Outcome Map
developed using
Theory of Change
and Equity on-line
system modeling
tools

Collaborative Outcome Map
developed using
Theory of Change
and Equity on-line
system modeling
tools

This Collaborative Outcome Map was co-created through the generous effort of the following organizations comprising the map Design Team:

Aboriginal Coalition to End Homelessness
BC Housing
Capital Region District (CRD)
Christ Church Cathedral
City of Victoria
Downtown Victoria Business Association
Greater Victoria Chamber of Commerce
Greater Victoria Coalition to End Homelessness
Inland Community Mental Health
Inland Health
Ministry of Children & Family Development
Our Place Society
Pacific Housing Society
Portland Rental Society
Salvation Army-ABC
Social Inclusion Advisory Committee
South Island Property Project
The Cridge Centre for the Family
The Victoria Youth Empowerment Society
Threshold Housing Society
Together Against Poverty Society (TAPS)
United Way of Greater Victoria
University of Victoria
Vancouver Island Regional Corrections Centre
Victoria Cool Aid Society
Victoria Police Department
Victoria Foundation

1. "Fit for purpose" means information that is relevant, authoritative, complete, accurate, integrable and affordable.

2. The information is used to support intake, referrals, service information, capacity tracking and anonymous aggregate information for people experiencing homelessness (as appropriate and subject to approval).

3. Community health services include: family physician, dental services, mental health and addiction, trauma, family violence, etc.

4. Populations include indigenous peoples, youth, women, men, seniors, young parents, newcomers, refugees, health challenges (e.g., mental health, brain injury, physical conditions), etc.

5. Equity factors include economic and social conditions and how people are positioned in relation to their age, ethnicity, mobility constraints, disability, gender, sexual orientation, etc.

6. Shelters include any temporary accommodation occupied for 30 days or less. This includes emergency shelters, extreme weather shelters, and recovery homes.

7. Determinants of homelessness include poverty, education, food, and life resources.

8. For example, data provision agreements may detail the responsibilities of users entering data into an information system regarding data collection, privacy and security including responsibilities and obligations related to the use and protection of data and from various data contributors.

9. Substance support needs include affordable nutritious food, clothing, transportation, communication and business transactions, day-to-day incidentals and emergency funding, etc.

10. For current information on living wage in Victoria, please refer to: <http://www.communitypower.ca/initiatives/livingwage>

11. Settings such as urban, suburban, rural, islands, etc.

12. Culturally appropriate community interventions are based on the cultural values of the groups, strategies that reflect the cultural attitudes, expectations, and norms of the group, and behavioral preferences and expectations of the groups.

13. This Collaborative Outcome Map describes the collective actions and outcomes required to achieve a shared regional community goal. While many of the actions and outcomes in the map relate to overnight, management, and program delivery, the map is not meant to depict governance and organizational structures directly. It may, however, refer them. These critical implementation and accountability structures and agreements are best thought of as another map layer. In fact, an important next step to implementation of the map is to consider what existing or revised structures and functional relationships among organizations will be best to deliver the transformative change we seek with this map.



RECENT STATISTICS

- Provincial Integrated Data Project 2019 – 1595 individuals experiencing homelessness
- Point in Time Count 2020 – 1523 individuals experiencing homelessness
- BC Housing units upcoming – 300
- CRD Housing units coming also online
- Temporary units 2020-2021 encampment – 684

- COVID has had a profound impact on housing stability
- Housing stability is expected to rise with the ongoing affordability crisis
- At-market-rate rents at an all-time high
- Shortage of skill trades in the construction industry causing delays in supportive and affordable homes coming on-line



COMMUNITY PLAN

- The Community Plan to End Homelessness in the Capital Region 2019-2024 was the foundation for the strategic planning sessions held in 2019 and 2022
- This process ensures effective alignment with the Reaching Home Program launched by Employment and Social Development Canada in 2019
- This consensus building planning process resulted in 5 Community Outcomes
- The 5 Community Outcomes then provided the foundation for the development of the 2019-2021 Business Plan and now the 2022-24 Plan of Action



COMMUNITY PLAN – 5 KEY OUTCOME AREAS

Support Services (SS)

- a. People experiencing homelessness quickly and equitably receive the support they need over the course of their journey;
- b. Support services have the mandate and capacity to deliver services.

Housing (HO)

A supply of accessible, appropriate, safe and person-centred housing is available.

Advocacy and Awareness (AA)

Communities and neighbourhoods are inclusive, empathetic, compassionate and welcoming of people experiencing homelessness; facilitated through advocacy and awareness and our collective experience of homelessness.

Prevention Support (PS)

People are prevented from becoming homeless.

Collaboration and Leadership (CL)

Leadership at all levels of community and government share a common sense of purpose; are effective, collaborative, supportive and inclusive.



GVCEH - 5 SERVICE AREAS

CRD Agreement

- Regional Planning and Coordination: ensure plans and initiatives developed and implemented by the Coalition have a region-wide focus and that housing and services are well coordinated and integrated
- Ongoing Research: conduct research in support of evidence-based strategies and policies to end homelessness, including effective practices used in other jurisdictions
- Communication and Engagement: implement community engagement and awareness strategies to ensure the underlying contributing factors of homelessness, the extent of homelessness in the region and solutions to ending homelessness are better understood by partners (stakeholders) and the general public
- System Monitoring: develop and implement a monitoring framework to ensure efforts to address homelessness are effective and are providing the necessary outcomes for the region
- General Administration: perform administrative functions required to support the Board and Committee activities, including overall day-to-day operations, annual business planning, and reviews of the long-term strategic plan as needed



COMMUNITY PLAN + SERVICE AREAS

GVCEH - Supports

Organizational review done in 2019 to support the 5 outcome areas:

- Leadership & Administration
- Advocacy & Communications
- Collective Impact
- Prevention
- Research

The budget reflects the allocation of human capital as the primary source in support for the execution of the Community Plan Initiatives which also follow our commitments to CRD

Leadership & Administration

- Successful transition to new staff leadership
- Formation of the Health and Housing Steering Committee – Co-Chair
- Reconvening of the Landlord Liaison Working Group – Member
- Coordinated Access and Assessment Working Group – Member
- Downtown Service Providers – Member
- Community Advisory Council – Member

Advocacy & Communications

- Community Engagement & Communications Working Group – Co-Chair
- Rent Supplements for Our Region
- Rapid Deployment Affordable Housing – City of Victoria
- Budget presentation – Provincial government
- Finance Committee presentation – Provincial Government
- MCDFD – legislative changes consultation
- Traditional and social media engagement

Collective Impact

- Systems Transformation Working Group
- Neighbourhood Associations – Burnside Gorge
- Tiny Homes
- The Lighthouse
- Talking Circles
- Peer Housing Support Team
- Face to Face with Stigma

ACHIEVEMENTS - 2021-2022

Prevention

- Youth Task Force – Co-Chair
- BC Homelessness Youth Prevention Committee - Members
- The Lighthouse

Research

- Coordinated Access and Assessment and HIFIS Project
- Creation of a Community Data Dashboard
- Holder of the Data
- NHS Solutions Lab – 5 projects leading to a prototype for women+ fleeing violence and homelessness
- Participation in the INSPIRE Project – Mapping System for Women+ Fleeing Violence



Collective Impact - Framework

1.1. Common Agenda

- ☐ Common Understanding of the problem
- ☐ Shared vision for change

1.2. Shared Measurement

- ☐ Collecting data and measuring results
- ☐ Focusing on performance management
- ☐ Shared accountability

1.3. Mutually Reinforcing Activities

- ☐ Differentiated approaches
- ☐ Coordination through joint plan of action

1.4. Continuous Communication

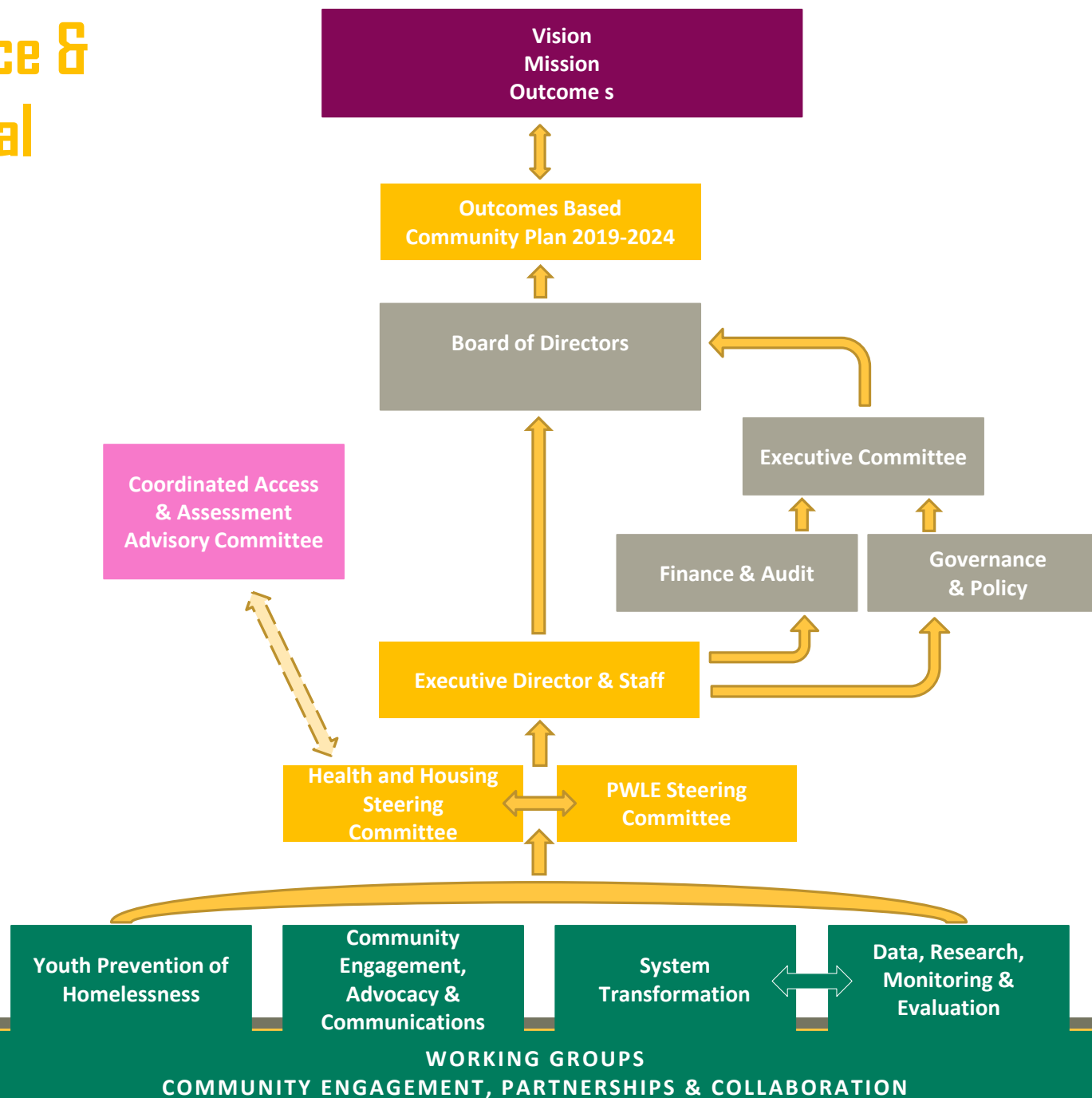
- ☐ Consistent and open communication
- ☐ Focus on building trust

1.5. Backbone Support

- ☐ Separate organization(s) with staff
- ☐ Resources and skills to convene and coordinate participating organizations

COALITION COLLABORATIVE PARTNERSHIPS

- Board of Directors/
Community Advisory Board Representatives
- CAA Advisory Committee
- Health and Housing Steering Committee
- PWLE Steering Committee
- Systems Improvement Working Group
- Community Engagement &
Communications Working Group
- Youth Prevention of Homelessness Working Group (AKA Youth Task Force)





GVCEH Strategic Planning Session 42 Participants March 23, 2022

Partnerships and collaboration are the key
to achieving our Community Outcomes!





MOVING FORWARD 2022-2024

Our Vision

A Region, a Province and a Country where Everyone Has
a Safe Place They Can Call Home

Our Mission

To Achieve Functional Zero Homelessness in the Capital Region by 2030 Through a Culturally
Adaptive, Creative, Caring and Person-Centered Approach to Housing and Supports



Driving Outcomes and Achieving Functional-Zero

Overarching Outcomes

All citizens in the region are safe, stable, healthy, and thriving

Our communities are vibrant, welcoming and supporting of people from all walks of life and stages in their life journey

Measure - Functional Zero

Functional Zero means having enough homes, services, and supports that are needed to meet the needs of individuals who are experiencing homelessness



Why Functional Zero?

- Functional Zero is a **concrete** and **measurable** approach to ending homelessness
- Simply put, Functional Zero means having enough homes, services, and supports that are needed to meet the needs of individuals who are experiencing homelessness and may play a major part in preventing people from entering homelessness
- This definition and approach to ending homelessness gives communities the autonomy to reflect on what ending homelessness **can** and **would** look like

Source: HomelessHub



Strategic Plan – 2022-2022

5 Strategic Priority Areas

Approved by the GVCEH Board of Directors on May 31, 2022

- **ADVOCACY AND COMMUNICATIONS**

We amplify the voice of the sector to reach its functional-zero-by-2030 goal through the development and implementation of a sector-wide advocacy and communications plan

- **COLLECTIVE IMPACT**

We align and focus the opportunities that arise from the intersection of our work in community through the development and strengthening of partnerships that result in system transformation, upstream and downstream

- **RESEARCH AND DATA**

We uphold the highest standards of research and data to support evidence-based decision making at all levels

- **SECTOR RESILIENCY**

We support the people working in our sector to thrive in the service of our community by developing best-practices approaches that are human capital centric

- **ORGANIZATIONAL STRENGTH**

We continue to develop a GVCEH team that is adequately resourced to augment capacity that aligns and focuses on mission-critical actions that support the evolving needs of the sector



Thank you for your time and continued support

I welcome your questions



ABORIGINAL COALITION TO END HOMELESSNESS

APRIL 1ST 2021 - MARCH 2022



2021-2022 ***DELIVERABLES***

1

Develop Catherine Street House

2

Indigenous Youth Research & Housing Development

3

Decolonized Harm Reduction Framework

4

Indigenous Systems Improvement Map

5

Stigma & Labelling Research



DEVELOP CATHERINE STREET HOUSE

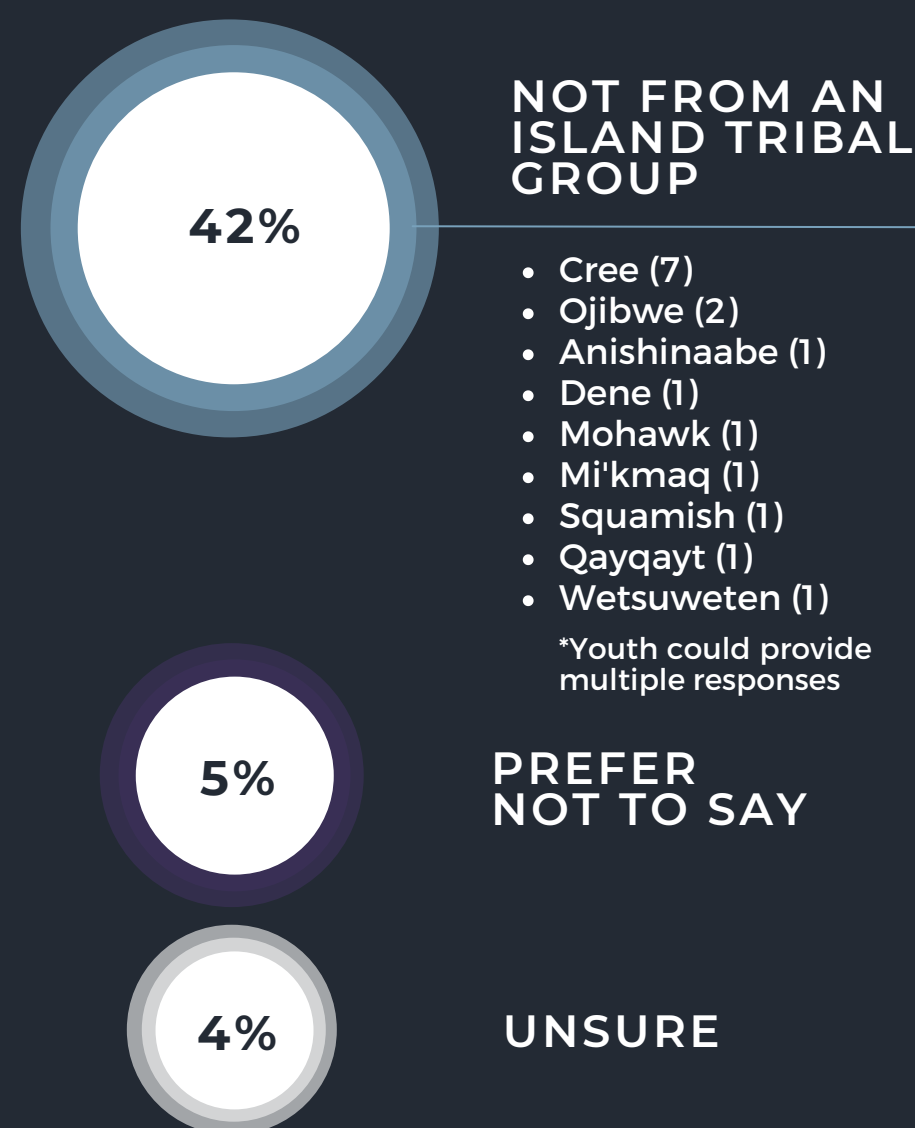
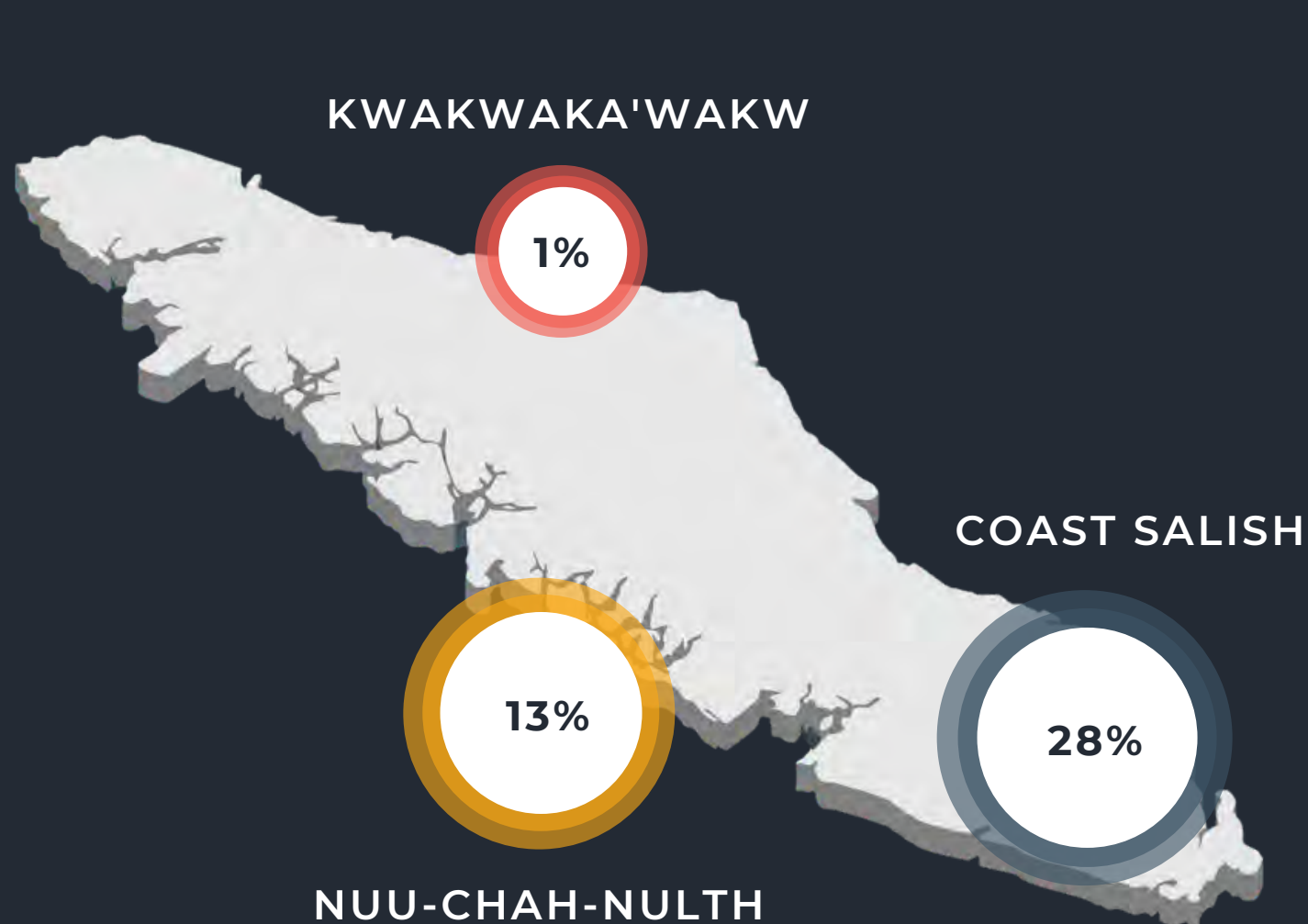


HOUSE OF COURAGE

opening in fall 2022, the House of Courage is 1 of 6 provincial rapid housing developments and will provide Culturally Supportive Housing for 43 Indigenous Street Family Members. 12 units will be dedicated to the on-site Indigenous Alcohol Harm Reduction program and 1 unit for the Indigenized Alcohol Detox.



INDIGENOUS YOUTH RESEARCH



NOT FROM AN ISLAND TRIBAL GROUP

- Cree (7)
- Ojibwe (2)
- Anishinaabe (1)
- Dene (1)
- Mohawk (1)
- Mi'kmaq (1)
- Squamish (1)
- Qayqayt (1)
- Wetsuweten (1)

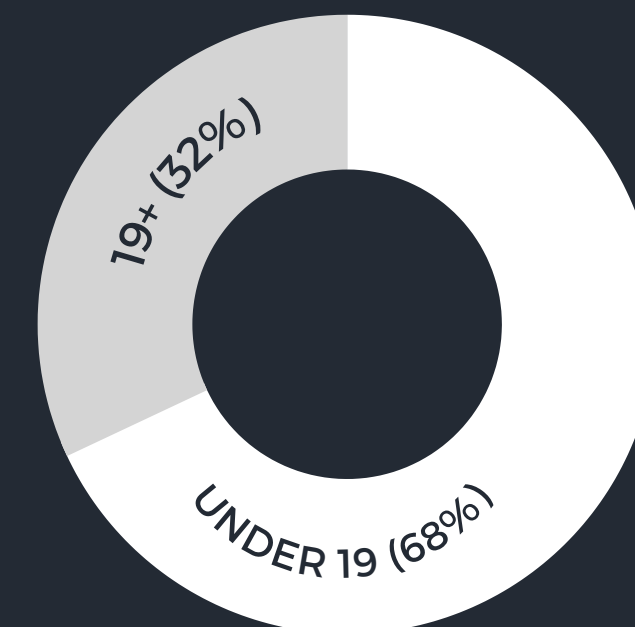
*Youth could provide multiple responses

PREFER NOT TO SAY

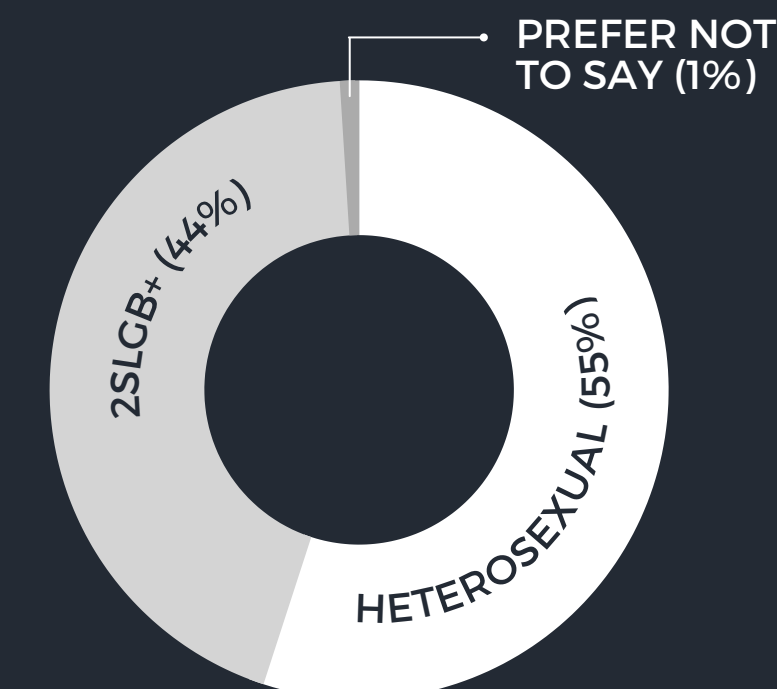
UNSURE

FIRST NATIONS (75%)	MÉTIS (17%)	UNSURE
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AGE



SEXUALITY



KNOWLEDGE GATHERING

Through a relational approach the ACEH conducted 69 surveys with Indigenous youth that have experienced homelessness since November 2021. We learned about who they are, where they come from, their housing preferences, and interest in cultural supports.



DECOLONIZED HARM REDUCTION FRAMEWORK



DHR FRAMEWORK

The Decolonized Harm Reduction Framework (DHRF) illustrates evidence-based pathways to healing and recovery developed by the ACEH to support Indigenous Street Family. In June 2022 an Elders Gathering will take place to co-develop a 12-month land-based healing program for the Framework.



INDIGENOUS SYSTEMS IMPROVEMENT MAP



*Centralized, Downtown
Drop-In Space*



*Cultural & Spiritual
Supports*



*Counsellor & Mental
Health Supports*

ISIM FINDINGS

127 Members of the Indigenous Street Family identified the organizations they access most often to support their physical, mental, emotional and spiritual wellness. Toward systems improvement, they also identified remaining service gaps in the city.



STIGMA & LABELLING RESEARCH



HARD-TO-HOUSE

**CHRONICALLY
HOMELESS**

**STREET
ENTRENCHED**

**STREET
INVOLVED**

**INDIGENOUS
STREET
COMMUNITY**

**INDIGENOUS
SERVICE
USER**

**STREET
FAMILY**

**UNHOUSED
COMMUNITY**



NEGATIVE

NEUTRAL

POSITIVE

PERSON-BLAMING | PERMANENT

IDENTITY COMPLEXITIES

COMMUNITY-CENTERED

STIGMA FINDINGS

110 Members of the Indigenous Street Family shared their perspectives on the language commonly used to describe their lived / living experiences and the impact it has on their wellness. What emerged was a preference for community-based language.



2021-2022 **DELIVERABLES**

6

Family Reunification Program

7

Greater Victoria Coalition Collaborations

8

Indigenous Networking Circle

9

Culturally Supportive Housing Toolkit

10

Canadian Institute of Health Research



FAMILY REUNIFICATION PROGRAM



Build or rebuild family connection and cultural self-identity



Foster connection to homelands and ancestry



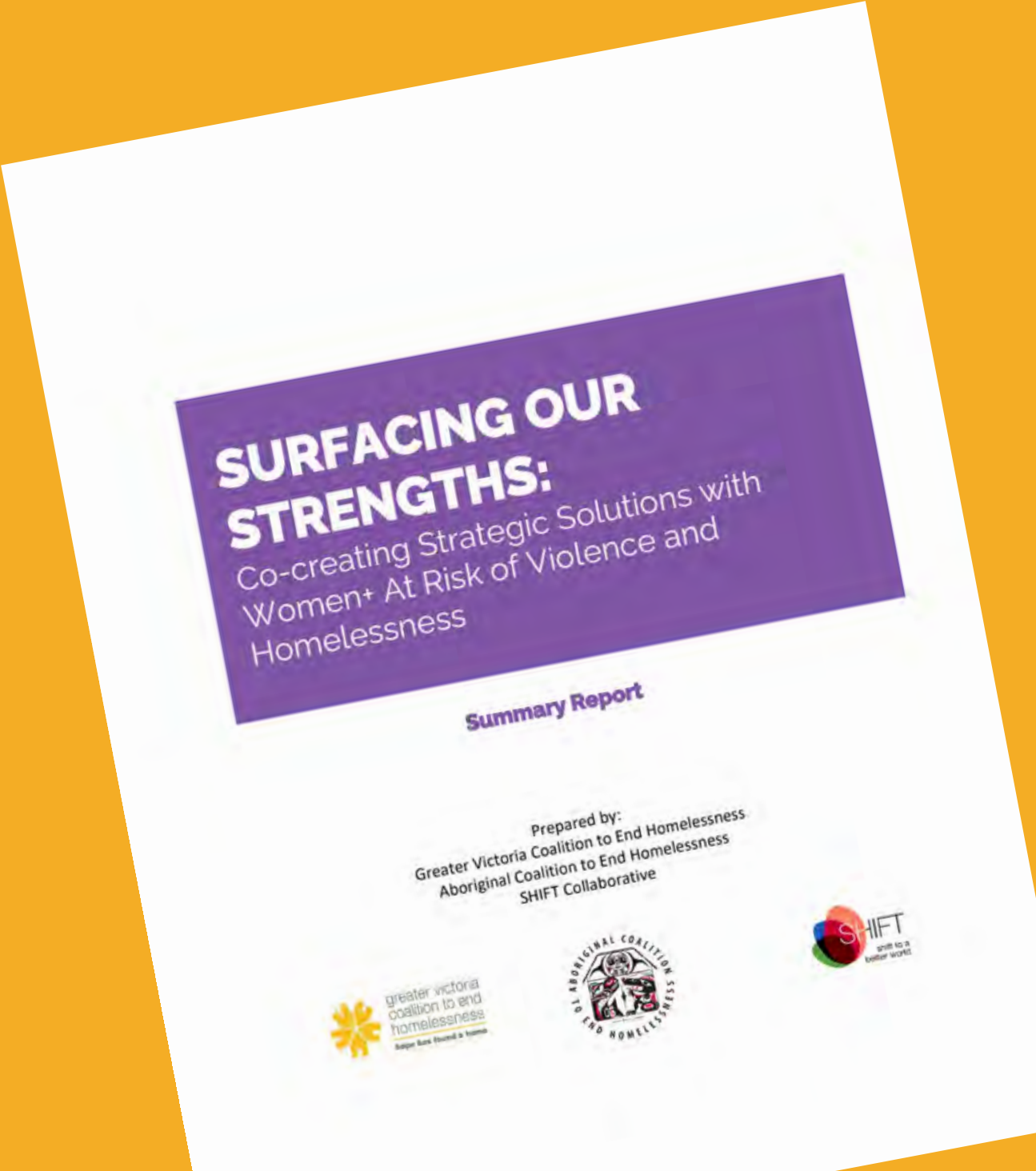
Provide a safe home environment for families to spend time together outside of a sterile office



Provide hope and sense of purpose

FAMILY REUNIFICATION

This program provides a safe, comfortable home environment for Family Members to visit with their children and grandchildren in Ministry care or staying with extended family. Additional supports including service navigation, visitation supervision as needed, house maintenance, and safety preparedness is provided by the coordinator.



There have been 8 events hosted through the Surfacing Our Strengths Solutions Lab with 60 participants to date (see [Appendix A](#) for the list of SoS Lab partners and event participants).

Lab Engagement At a Glance



Figure 4: SoS Lab Engagement by April 2022



**GREATER VICTORIA
COALITION COLLABORATIONS**






INDIGENOUS NETWORKING CIRCLE





HOUSES

With support from BC Housing and through following protocol, the Aboriginal Coalition to End Homelessness Society has opened the following Culturally Supportive Housing sites.

	<p>CULTURALLY SUPPORTIVE HOUSE</p> <p>Culturally Supportive Housing within a communal setting for up to 14 people. Includes an on-site Indigenous Alcohol Harm Reduction Residence program. Scheduled to be relocated in the Fall 2022 to Victoria West and will be re-named, the House of Courage.</p>	OPENED IN 2020
	<p>SPEQƏŋÉUTXW HOUSE</p> <p>21-unit Culturally Supportive Housing site servicing 22 Indigenous women, with priority given to those fleeing violence.</p>	OPENED IN 2020
	<p>FAMILY TOWNHOUSE</p> <p>Provides a 3-bedroom unit and support as required (i.e., supervision) to facilitate overnight visits between Family Members and their children and / or grandchildren.</p>	OPENED IN 2021

CURRENT DEVELOPMENT

The ACEH will be opening a 43-unit Culturally Supportive House in the fall of 2022 which has been named the House of Courage by local Lekwungen and WSÁNEĆ Elders.



CULTURALLY SUPPORTIVE HOUSING TOOLKIT



INDIGENOUS ALCOHOL HARM REDUCTION RESIDENCE PROGRAM

"And for me I have a choice. I can sit here and drink that beer or go for a walk. Do something for myself. Go work in the garden. Do something."



“

... I didn't know who I was and I didn't have an identity, you know, so it was helpful to be around First Nations... Elders and staff. It made me feel, some pride. I guess to get out of my other part of my different masks that I wore on the street... It was important to me I think, yeah, to find my voice.



GENDER-BASED VIOLENCE



Femmes et Égalité
des genres Canada

Women and Gender
Equality Canada



“

Building trust and strengthening relationships takes time and we are committed to continuing on the journey on which we've embarked. Our officers and staff feel the connection and the positive energy and volunteer to participate. We have shared stories, created lasting and authentic memories and laughed together. We have much work to do but we are much closer today than we have ever been and that's a great feeling.



***WELLNESS
SERVICES***

UBCM

QUADRA OFFICE CDD

Making a difference...together



Safe and separate one-on-one
space for youth (<19) support.



1034

nutrition bags distributed by the Outreach
team between March and May 2022.

**REPORT TO HOSPITALS AND HOUSING COMMITTEE
MEETING OF WEDNESDAY, JULY 06, 2022**

SUBJECT Capital Region Housing Corporation Operational Update No. 2, 2022

ISSUE SUMMARY

To provide the Capital Region Housing Corporation (CRHC) Board with a quarterly update on operations, Tenant Engagement (TE), the Routine Capital Plan 2020 – 2024 and performance in the areas of turnover, vacancy and move-ins up to and including June 10, 2022.

BACKGROUND

The CRHC is a wholly owned subsidiary of the Capital Regional District (CRD) with the mandate to develop and manage affordable housing to meet the needs of individuals and families residing within the capital region. In working to fulfill its mandate, the CRHC owns and operates 50 properties totalling 1,893 units of housing providing homes to more than 3,500 residents of the capital region with low to moderate incomes. In addition, CRHC manages a further four properties totalling 114 units on behalf of third parties.

DISCUSSION

Operations Update

The 2,007 units of housing across 54 properties that are currently managed by CRHC are supported by the work of approximately 52 full-time equivalencies (FTE) and three auxiliary staff. Staffing continues to require attention due to unanticipated absences, lateral movement as well as four retirements. CRHC is working with Human Resources to improve recruitment efforts and to maximize our ability to get the best candidates for the important work that is done working with vulnerable tenants. Throughout Q2, CRHC has continued to contract out common area cleaning as a way to have site staff concentrate on work that interfaces directly with tenants. This was done in an effort to ensure customer service standards are maintained.

Tenant Engagement

The 'Seedling' distribution - hundreds of seedlings went out to 40 households, one complex that created a collective together as well as to our Independent Living Housing Society (ILHS) partner that supports more complex tenancies at Westview.

The Spring Newsletter focused on spring cleaning. This was in coordination with work TE is doing with tenants that struggle with excess belongings (hoarding). It has been difficult for some tenants with the lockdowns to keep their spaces orderly, especially with the annual inspections suspended. This meant the regular check in by staff was not there to provide motivation to stay on top of it. In response, staff are working to develop internal protocols for how to assist tenants. The tenancies that are currently being managed are showing signs of notable improvement.

Preparation is underway for possible summer 'heat events'. Staff have attended some emergency planning meetings hosted by CRD and are working on gathering information and resources for tenants. Air conditioning units have been purchased to create two 'cool rooms' at Ashlar Manor and Leblond Place. TE will work with the communities to understand the efficacy of this approach and will work to roll this out in other communities in coming years as resources permit.

The team continues to support the many challenging tenancies, which often requires collaborative communication with multiple agencies. There has been success working with partners to rapidly rehouse a number of tenants and families. However, the main focus is to work with tenants to support tenants in adopting behaviours that better contribute to successful tenancies in a multi-family environment. Where eviction prevention was not successful, the team has made every effort to connect the vacating tenant with ideas of how to access housing, supports or subsidies.

Housing Registry Waitlist Statistics

Table 1: BC Housing Registry Waitlist Statistics

Category	April 2022	May 2022	As at June 10, 2022
Total Registry Rent Geared to Income Units (Capital Regional Area)	3,813	3,814	3,814
Applicants			
Family	819	808	813
Seniors	1,078	1,086	1,079
Persons with Disabilities	592	586	585
Wheelchair Modified	135	135	138
Singles	171	171	178
Total	2,795	2,786	2,793

The BC Housing Housing Registry (Registry) helps housing providers manage applicant lists and eliminate duplication among providers. The statics provided above are for the CRD only with the highest representation of need in Victoria (46%), Saanich (18%), Langford (9%), Esquimalt (6%), Salt Spring Island (4%) and Colwood (3%). The registry requires applicants to renew their applications every six months to remain active. This process can account for slight fluctuations in the numbers however overall the number of applicants in Q2 remains fairly steady.

Vacancy

Table 2: Vacancy Rate – Units Operating More than 12 Months

Year	Period	# Units Vacant	# Days Vacant	Average Days Vacant
2022	Jan - March 10	68	3,382	49
2022	April – June 30	35	1,967	56

As of June 30, there are 35 units reported vacant across CRHC's units which have all been in operation for more than 12 months. These vacancies total 1,967 days for an average of 56 days vacant. 546 of the days are attributed to the six final units at the Regional Housing First Program (RHFP) buildings that require renting. If excluded, the average days vacant would be 49 days. Staff continue to focus on turnover of units to 30 days or less. However, as most units require capital work to occur in them, the turnover time continues to be impacted by WorkSafe protocols that allow one work group in the unit at a time. Currently, wait times for scheduling works means a unit is vacant for a minimum of 45 days.

Turnover

Table 3: Q2 Turnover Rate – All Units

Year	Period	# Turnovers Operating More Than 12 Months	# Turnovers Operating Less Than 12 Months	Total
2022	January 1-March 10	24	1	25
2022	April – June 30	57	0	57

Turnover of units has increased from Q1, as expected. The reasons for higher turnovers is partly due to improved weather, which allows individuals to make life choices about jobs and movement. Additionally, Hockley House which has been in operation for more than 12 months, saw the end to its initial 12 month term lease. This has allowed people to move without penalty. Portfolio representation of the 57 units that turned over is: RHFP – 56% (19% are first time occupancy of new units), Umbrella Operating Agreement (UOA) – 37%, No Operating Agreement (NOA) & Investment in Housing Innovation (IHI) - 7%.

Rent-Up

Staff have been turning their attention to the new 58 unit building, 2782 *Spencer* which is expected to be handed over at the end of October 2022. Staff are actively working to follow up with those households who had previously expressed an interest in applying to CRHC-operated housing to determine their suitability and continued intent in pursuing a tenancy. CRHC has also established a waitlist of other individuals who have expressed interest in the other units within the building.

Routine Capital Plan

The updated Five-Year Routine Capital Plan has a budget of \$3.86 million (M) in 2022. Typically capital spending is its highest in Q3, with Q1 having the lowest spending due to inclement weather management, lower number of move outs and the focus to begin annual inspections. Q2 spending is progressing as expected with Requests for Proposals (RFP) and Invitations to Tenders (ITT) being prepared for posting or in the review process for award.

Capital spending as of May 31, 2022 was \$646,283 across the five portfolios. A playground RFP was recently awarded totalling \$250K and there is \$1.5M of budgeted work being processed for posting. Examples of work underway include re-roofing, fencing, exterior painting & decking. In total, at the end of Q2, there is a total of \$2.4M in routine capital works underway. Although the capacity among contractors and their labour forces are tight, staff continue to hear that there is interest in CRHC's work. Additional examples of work underway include waste and recycling management, pest control and window washing. As part of ongoing work, staff continue to test the marketplace when existing contracts expire or are up for renewal. This process enables the corporation to continue to seek best value while also maintaining relationships with a broad array of contractors.

Staff continue to address unit turnovers and as annual inspections wrap up, they will look for opportunities to approve and assign requested upgrades in occupied units.

CONCLUSION

Through Q2 2022, CRHC has been actively recruiting, interviewing and onboarding staff as offers are accepted. The work in communities continues to be supported by contracted cleaning services to support the ongoing delivery of high levels of service. Management for various contracted services are all being addressed through appropriate procurement processes to ensure the contracts are updated regularly and that CRHC staff can continue to test the

marketplace seeking the most qualified contractors identified through a fair and competitive process.

Staff continue to successfully re-rent units and are continuing to focus on efforts to decrease the average number of days vacant. This will improve if turnovers occur at units that have previously had upgrades at them or if WorkSafe requirements relax over the summer allowing more than one contractor in the unit at a time.

RECOMMENDATION

There is no recommendation. This report is for information only.

Submitted by:	Don Elliott, MUP, Senior Manager, Regional Housing
Concurrence:	Kevin Lorette, P. Eng., MBA, General Manager, Planning & Protective Services
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

**REPORT TO HOSPITALS AND HOUSING COMMITTEE
MEETING OF WEDNESDAY, JULY 06, 2022**

SUBJECT Major Capital Plan Status Report – Second Quarter 2022

ISSUE SUMMARY

To provide a quarterly update to the Hospitals and Housing Committee on the Capital Region Housing Corporation (CRHC) Major Capital Plan (2022-2026). This report is to complement the Capital Variance Report presented quarterly to the Capital Regional District (CRD) Board by the Chief Administrative Officer.

BACKGROUND

The CRHC is a wholly owned subsidiary of the CRD with the mandate to develop and manage affordable housing to meet the needs of individuals and families residing within the capital region. In working to fulfill its mandate, the CRHC owns and operates 1,893 units of affordable housing, providing homes to more than 3,500 residents of the capital region with low to moderate incomes. In addition, CRHC currently has 522 new units under construction and 462 units in pre-construction and development. This report contains projects that will receive grant funding through the following programs: Regional Housing First Program (RHFP), Regional Housing Trust Fund (RHTF), Building BC: Community Housing Fund (CHF), Investment in Housing Initiative (IHI), National Housing Co-Investment Fund (NHCF), Green Municipal Fund (GMF), Capital Replacement Fund (CRF) and Victoria Housing Reserve Fund (VHRF).

IMPLICATIONS

2782 Spencer (CHF)

2782 Spencer, a 5-storey 58-unit development in Langford, will be completed through a fixed price design-build contract. The building is watertight and interior finishing is underway. Construction will be completed in Q4 2022, as scheduled. The project budget of \$19.9 million (M) with a total of \$5.9 M awarded through grants remains unchanged from the approved Major Capital Plan (2022-2026).

Michigan Square (RHFP, RHTF, CHF & VHRF)

The Michigan Square project, a 97-unit redevelopment in James Bay, will be completed through the construction management delivery model. Micro-pile installations and foundation upgrades to the existing parkade are underway and will continue into Q3 2022. Wood framing will commence in August 2022 and the project remains on schedule for completion in Q4 2023. The project budget of \$34.2 M with a total of \$10.9 M awarded through grants remains unchanged from the approved Major Capital Plan (2022-2026).

Caledonia (CHF & VHRF)

It was reported in the CRHC Major Capital Plan (2022-2026) that the project budget for the Caledonia project, a 158-unit redevelopment in the Fernwood neighbourhood, was \$64.4 M. The budget was based on a Class B estimate which was carried out in August 2021. Class B estimates are based on a minimum 65% design development drawings and are typically accurate to within 10% to 15%. In April 2022, procurement of 36 subcontracts was carried out to facilitate project delivery under the construction management model. Through this procurement the final

control budget has been increased by 10.2% or \$6.6 M from the estimated budget in the Major Capital Plan (2022-2026). Cost increases can be attributed to supply chain disruptions, material cost increases, the overall availability of materials and an oversaturated construction market with a shortage of available trade contractors. The final control budget, approved by BC Housing Management Commission (BCHMC) in May 2022 and the CRHC Board in June 2022, is \$71.0 M, including \$19.5 M awarded through grants.

Demolition of the existing Caledonia townhouses was carried out in Q2 2022. With the execution of land transfers, consolidation and registration of the new lease in June 2022, construction is scheduled to commence in early July 2022.

Carey Lane BER (CRF)

Carey Lane, a 22-unit townhouse complex that is owned and operated by CRHC, will undergo a full building envelope remediation (BER). Design work continues with mechanical and electrical feasibility investigations underway to potentially incorporate energy efficient heating and cooling systems within the project scope. The project budget of \$3.8 M with a total of \$3.2 M awarded through grants remains unchanged as reported in the CRHC Major Capital Plan (2022-2026). Staff will return to the Board in Q4 2022 for final project approval.

Pandora (CHF)

Pandora is a partnership project between the City of Victoria, BC Housing and CRHC to build 220 new non-market rental homes and create a new neighbourhood community centre in the North Park neighbourhood. The CRHC would lease an air-space parcel from the City of Victoria to accommodate 170 affordable rental units that would be operated by CRHC. Included in the proposed development is an additional 50 supportive housing units leased by BC Housing, who would select an experienced non-profit operator. A further 19,000 square feet of community space owned by the City of Victoria is also included in the proposal. This space is anticipated to include a community centre with neighbourhood programs, and a gymnasium, as well as child care services. The Master Agreement between CRHC, BC Housing and the City of Victoria is currently in draft form. Project partners are targeting execution of the Master Agreement in Q3 2022. Design work and space programming is currently in the schematic stage with a targeted rezoning submission anticipated for Q3 2022. The project is anticipated to receive support to proceed through the City of Victoria's Rapid Deployment of Affordable Housing initiative for municipal approvals. The project budget of \$58.5 M with a total of \$21.7 M awarded through grants remains unchanged from the approved Major Capital Plan (2022-2026).

161 Drake Road

In January 2022, it was announced that BC Housing would be providing up to 28 new permanent homes with supports, as well as dedicated shelter and programming space at 161 Drake Road on Salt Spring Island. This partnership will see CRD lease a portion of the land to BC Housing to facilitate the development. The proposed development would utilize the available groundwater source that was proven in 2019. Staff are working alongside BC Housing to advance the subdivision, secure a water license and execute a lease agreement. In Q3 2022, staff will advance an additional groundwater feasibility testing program in an effort to secure an adequate alternate water source to service future affordable housing at 161 Drake Road. The 2022 budget of \$80,000 with all funds coming from Community Works Funds remains unchanged from the CRHC Major Capital Plan (2022-2026).

Campus View (RHFP)

Campus View, an existing 12-unit CRHC townhouse complex located in the Gordon Head neighbourhood, has received provisional approval from the RHFP Selection Committee to obtain \$8.4 M in grant funding. In April 2022, the rezoning and development permit application was submitted to the District of Saanich (Saanich) for the 119-unit redevelopment. Pending Saanich's review of the development permit drawings, staff will carry out a Class D estimate to reflect current market conditions. Saanich staff have indicated that the rezoning and development permit application will be reviewed by Council in the next 12-18 months. CRHC staff are currently carrying out a feasibility analysis of additional grant funding through the GMF, NHCF, RHTF and District of Saanich Housing Fund which will be required in order to advance the redevelopment. At this time, the conceptual budget of \$39.3 M remains unchanged from the CRHC Major Capital Plan (2022-2026).

CONCLUSION

As part of staff's commitment to providing updates to the CRHC Board, the CRHC Major Capital Plan Status Report provides a snapshot of issues and items that have a potential to impact the Major Capital Plan. Despite the impacts from the ongoing pandemic, the majority of CRHC major capital projects are within budget, on schedule and in alignment with the Major Capital Plan (2022-2026).

RECOMMENDATION

There is no recommendation. This report is for information only.

Submitted by:	Don Elliott, MUP, Senior Manager, Regional Housing
Concurrence:	Kevin Lorette, P. Eng., MBA, General Manager, Planning & Protective Services
Concurrence:	Rianna Lachance, BCom, CPA, CA, Acting Chief Financial Officer
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer



Making a difference...together

REPORT TO HOSPITALS AND HOUSING COMMITTEE MEETING OF WEDNESDAY, JULY 06, 2022

SUBJECT Regional Housing First Program Second Quarterly Update

ISSUE SUMMARY

To provide the Hospitals and Housing Committee with a quarterly update on the implementation of the Regional Housing First Program (RHFP).

BACKGROUND

The RHFP was formed in 2016, through which the Capital Regional District (CRD), BC Housing Management Commission (BC Housing) and the Canada Mortgage and Housing Corporation (CMHC) committed \$30 million (M) each to build housing units to help address chronic homelessness in the region. The program model includes 20% of all units having rent levels set at the Government of BC's Income Assistance Rate Table Shelter Maximum (Shelter Rate) and the remaining 80% of units being Affordable Rental Units.

In 2020, the CRD, BC Housing and CMHC committed to increasing their contributions by \$10M each to address escalating land acquisition and construction costs. The total capital fund now available is \$120M and better positions the program to achieve its target of up to 2,000 Affordable Rental Units, with up to 400 of those units having rents set at Shelter Rate. Overall, the program is expected to leverage the development of approximately \$600M in capital development.

IMPLICATIONS

Program Delivery

Appendix A (attached) summarizes the progress in the development of 11 RHFP capital projects that have received approval from the CRD Board. These projects represent a total of 1,055 units with 238 to be rented at Shelter Rate. There is currently an open call for new projects with the next rolling submission review date of July 31, 2022.

Financial

These projects have been approved to receive a total of \$72.2M in RHFP funding, with \$47.8M remaining, and represent a total capital cost of approximately \$319.9M.

CONCLUSION

The Project Summary provides the Hospitals and Housing Committee with an update on the status of program implementation and high-level details of the 11 approved projects.

RECOMMENDATION

There is no recommendation. This report is for information only.

Submitted by:	Don Elliott, BA, MUP, Senior Manager, Regional Housing
Concurrence:	Kevin Lorette, P. Eng., MBA, General Manager, Planning & Protective Services
Concurrence:	Rianna Lachance, BCom, CPA, CA, Acting Chief Financial Officer
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

ATTACHMENT

Appendix A – Regional Housing First Program: Capital Project Summary, July 2022

Description	Total Estimated Project Cost	RHFP Contribution	Partner Agency Funding RHFP	RHFP Units	Total Units	Operator	Funding Sources		HHC Approval Date	CRD Board Approval Date	Year Completed	Update
Cedar Grove (Victoria)	\$19,318,000	\$9,000,000	BC Housing	30	72	Victoria Cool Aid Society (VCAS)	BC Housing	Regional Housing Trust Fund \$600,000 (used to support 42 affordable units)	n/a	March 8, 2017 & November 13, 2019 (increase)	2022	The major elements of the building have been completed and finishing work continues. Most units are dry-walled and painted, and most have had the kitchens installed as well. Finishing work continues on those units. Elevator components have been installed and appliances have been delivered to most suites for installation. Drywall and finishing work is beginning in the main common areas on the first level. Land-scape work is now just commencing around the building as well. Expected occupancy date is August 1, 2022.
Croftonbrook (Salt Spring)	\$22,116,905	\$3,300,000	BC Housing	11	56	Islanders Working Against Violence	BC Housing	Regional Housing Trust Fund \$408,000 (used to support 34 affordable units)	n/a	March 8, 2017 & November 13, 2019 (increase)	2020 and 2022	Phase II, a 22 unit apartment building with 4 RHFP provincial assistance units was completed in 2020. Phase III, a 34 unit apartment building with 7 RHFP provincial assistance units is finalizing construction with a deficiency walk through on June 3, 2022 and building tenanting targeted for July 1, 2022.
Drennan and Sooke (Sooke)	\$45,622,950	\$10,200,000	BC Housing	34	170	M'akola Housing Society	BC Housing	Regional Housing Trust Fund \$765,000 (used to support 51 affordable units)	June 13, 2018	June 13, 2018 & November 13, 2019 (increase)	2023	The construction will be concluded in November 2023. Framing has started at the South Building and it is currently underway at the 4th floor of the North Building.
Charters (formerly called Thrup) (Sooke)	\$20,917,220	\$3,375,000	BC Housing	15	75	M'akola Housing Society	BC Housing	Regional Housing Trust Fund \$330,000 (used to support 22 affordable units)	June 13, 2018	June 13, 2018	2022	The construction has been delayed to between late July and September 2022. The archeological findings required additional time to redesign and relocate mechanical equipment. The buildings are mostly completed. Remaining work involves landscaping and site services.
Spencer Road (Langford)	\$38,263,972	\$7,800,000	CMHC	26	130	CHRC	CMHC \$7,800,000	n/a	June 13, 2018	June 13, 2018	Nov 2020	Project completed.

Description	Total Estimated Project Cost	RHFP Contribution	Partner Agency Funding RHFP	RHFP Units	Total Units	Operator	Funding Sources		HHC Approval Date	CRD Board Approval Date	Year Completed	Update
Millstream Ridge (formerly called Treanor) (Langford)	\$45,215,533	\$9,000,000	CMHC	30	132	CRHC	CMHC \$9,000,000	n/a	n/a	November 14, 2018	2019	Project completed.
Hockley (Langford)	\$32,775,610	\$7,200,000	CMHC	24	120	CHRC	CMHC \$7,200,000	n/a	n/a	November 14, 2018	Mar 2021	Project completed.
West Park Lane (View Royal)	\$41,673,485	\$10,200,000	CMHC	34	152	CRHC	CMHC \$10,200,000	Regional Housing Trust Fund \$660,000 (used to support 44 affordable units)	May 1, 2019	May 8, 2019	Nov 2020	Project completed.
Michigan Square Building 1 (Victoria)	\$20,392,850	\$4,500,000	CRHC	15	53	CRHC	CRHC \$4,500,000	Regional Housing Trust Fund \$570,000 (used to support 38 affordable units)	July 29, 2020	August 12, 2020	2023	The alteration, demolition and foundation permits have been issued. Full building permit is anticipated in June 2022. Demolition and removal of all buildings (A, B, and C) is complete. Clean up of the existing suspended slab is 50% complete and demolition of elevator core, utility and storage rooms in the parkade is ongoing. Micro-piles installation and foundation upgrades will commence in mid-June.
Michigan Square Building 2 (Victoria)	\$16,630,070	\$4,667,960	BC Housing	9	44	CRHC	BC Housing \$4,667,960	Regional Housing Trust Fund \$525,000 (used to support 35 affordable units)	N/A	December 8, 2021	2023	
Prosser Road (Central Saanich)	\$16,981,555	\$3,000,000	CMHC	10	51	CRHC	CMHC \$3,000,000 BC Housing \$3,250,000	Regional Housing Trust Fund \$615,000 (used to support 41 affordable units)	N/A	April 14, 2021	2022	The underground parkade and wood framing of both buildings is complete. Building envelope installations are underway. CRD has requested an updated construction schedule to reflect the ongoing delays.
Total RHFP Units				238	1,055							
Total RHFP Investment	\$319,908,150	\$72,242,960										

**REPORT TO HOSPITALS AND HOUSING COMMITTEE
MEETING OF WEDNESDAY, JULY 06, 2022**

SUBJECT **Capital Region Housing Corporation Financial Plan Amendment**

ISSUE SUMMARY

To amend the Capital Region Housing Corporation (CRHC) 2022-2026 Major Capital Plan (Major Capital Plan), attached as Appendix A.

BACKGROUND

From time-to-time within a calendar year, amendments to the Financial Plan will be made for certainty. Amendments will occur for material changes in assumptions or estimates typically for recognition of grants received, capital expenditures, opportunities identified in year and/or unforeseen or emergency circumstances.

On December 8, 2021, the CRHC Board approved the Major Capital Plan that included identified expenditures for 2022 through to 2026. On June 8, 2022, the CRHC Board approved the final project budget for the Caledonia redevelopment and directed the amendment to the Major Capital Plan.

This report captures budget amendments identified or recognized through the first and second quarter of 2022. The only amendment identified is to the Major Capital Plan for the CRHC Board-approved project budget for the Caledonia redevelopment project. There are no other amendments required to either the operating or capital budgets up to June 30.

ALTERNATIVES

Alternative 1

The Hospitals and Housing Committee recommends to the Capital Region Housing Corporation Board:

That the Capital Region Housing Corporation Major Capital Plan Amendment be approved as attached.

Alternative 2

That this report be referred back to staff for additional information.

IMPLICATIONS

Financial Implications

In December 2021, the CRHC Board approved the Major Capital Plan (2022-2026) which included a project budget of \$64.4M. The budget was based on a Class B estimate which was carried out in August 2021. On May 25, 2022, BC Housing Management Commission (BC Housing) approved the Caledonia Redevelopment final project budget of \$71.0 million (M). The final project budget has increased by \$6.6M or 10.2% from the estimated budget in the CRHC Major Capital Plan (2022-2026). The increase in expenses will be funded by additional mortgage debt supported by tenant rents and BC Housing operating subsidy revenue.

Table 1 summarizes the impact to the 2022-2026 Major Capital Plan as a result of the proposed amendments.

Table 1: Changes in 5-Year Major Capital Plan

Caledonia Redevelopment:

	Approved 2022-2026 Major Capital Plan	Amendment	Revised Project Value
Spent to Dec 2021	2,500,000	-654,990	1,845,010
Remaining Balance	61,915,036		69,144,376
2022	13,000,000	828,875	13,828,875
2023	26,475,000	1,182,750	27,657,750
2024	22,440,036	5,217,714	27,657,750
2025	-	-	-
2026	-	-	-
Total Project	64,415,036	6,574,350	70,989,386

CONCLUSION

From time-to-time within a calendar year, amendments to the Financial Plan will be made for certainty. This report identifies amendments required to the operating and capital budgets of the Capital Region Housing Corporation to reflect new information available in the first and second quarter of the calendar year. This report amends the 2022-2026 Major Capital Plan to reflect the change in the Caledonia redevelopment project budget, as approved by the CRHC Board at the meeting of June 8, 2022. There are no other amendments required to the Major Capital Plan as of June 30.

RECOMMENDATION

The Hospitals and Housing Committee recommends to the Capital Region Housing Corporation Board:

That the Capital Region Housing Corporation Major Capital Plan Amendment be approved as attached.

Submitted by:	Rianna Lachance, BCom, CPA, CA, A/Chief Financial Officer
Concurrence:	Kevin Lorette, P. Eng., MBA, General Manager, Planning & Protective Services
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

ATTACHMENT(S):

Appendix A: 2022-2026 CRHC Amended Major Capital Plan

CAPITAL REGION HOUSING CORPORATION

APPENDIX A

page 1

FIVE YEAR MAJOR CAPITAL EXPENDITURE PLAN SUMMARY - 2022 to 2026

	Type	Estimate Class	Total Project Budget	Spent at Dec/21	Balance Remaining at Dec/21	2022	2023	2024	2025	2026	TOTAL
EXPENDITURE											
2782 Spencer - CHF	B	Class A	19,883,209	4,886,049	14,997,160	14,997,160	-	-	-	-	14,997,160
Prosser - RHFP	Lease	Class A	16,981,555	-	16,981,555	16,981,555	-	-	-	-	16,981,555
Michigan - RHFP / CHF	B	Class A	34,232,920	1,250,000	32,982,920	18,821,799	14,161,121	-	-	-	32,982,920
Caledonia - CHF	B	Class A	70,989,386	1,845,010	69,144,376	13,828,875	27,657,750	27,657,750	-	-	69,144,376
Carey Lane - BER	B	Class D	3,750,000	13,500	3,736,500	1,875,000	1,861,500	-	-	-	3,736,500
Pandora - CHF	Lease	Conceptual	58,514,071	-	58,514,071	-	-	-	58,514,071	-	58,514,071
Drake Road	B	-	80,000	-	80,000	80,000	-	-	-	-	80,000
Campus View Redevelopment - RHFP	B	Conceptual	39,263,000	-	39,263,000	321,000	7,606,333	19,361,000	11,974,667	-	39,263,000
New Redevelopment Projects	B	-	359,000	-	359,000	359,000	-	-	-	-	359,000
			244,053,141	7,994,559	236,058,582	67,264,389	51,286,704	47,018,750	70,488,738	-	236,058,582
SOURCE OF FUNDS (combined)											
Mortgage Debt	Debt		154,485,711	-	154,485,711	32,288,603	36,952,757	36,451,083	48,793,268	-	154,485,711
Grants (Federal, Provincial, Local)	Grant		86,967,430	5,994,559	80,972,871	34,375,786	14,333,948	10,567,667	21,695,470	-	80,972,871
UOA Reserve	Res		2,600,000	2,000,000	600,000	600,000	-	-	-	-	600,000
			244,053,141	7,994,559	236,058,582	67,264,389	51,286,704	47,018,750	70,488,738	-	236,058,582

CAPITAL REGION HOUSING CORPORATION

APPENDIX A

page 2

FIVE YEAR MAJOR CAPITAL EXPENDITURE PLAN SUMMARY - 2022 to 2026

		Total Project Budget	Spent at Dec/21	Balance Remaining at Dec/21	2022	2023	2024	2025	2026	TOTAL
SOURCE OF FUNDS (by project)										
2782 Spencer - CHF										
Mortgage Debt	Debt	13,983,209	-	13,983,209	13,983,209	-	-	-	-	13,983,209
Grants	Grant	5,900,000	4,886,049	1,013,951	1,013,951	-	-	-	-	1,013,951
		19,883,209	4,886,049	14,997,160	14,997,160	-	-	-	-	14,997,160
Prosser - RHFP										
Mortgage Debt	Debt	10,116,555	-	10,116,555	10,116,555	-	-	-	-	10,116,555
Grants	Grant	6,865,000	-	6,865,000	6,865,000	-	-	-	-	6,865,000
		16,981,555	-	16,981,555	16,981,555	-	-	-	-	16,981,555
Michigan - RHFP / CHF										
Mortgage Debt	Debt	22,349,960	-	22,349,960	8,188,839	14,161,121	-	-	-	22,349,960
Grants	Grant	10,882,960	250,000	10,632,960	10,632,960	-	-	-	-	10,632,960
UOA Stabilization Reserve	Res	1,000,000	1,000,000	-	-	-	-	-	-	-
		34,232,920	1,250,000	32,982,920	18,821,799	14,161,121	-	-	-	32,982,920
Caledonia - CHF										
Mortgage Debt	Debt	50,449,386	-	50,449,386	-	22,791,636	27,657,750	-	-	50,449,386
Grants	Grant	19,540,000	845,010	18,694,990	13,828,875.20	4,866,115	-	-	-	18,694,990
UOA Stabilization Reserve	Res	1,000,000	1,000,000	-	-	-	-	-	-	-
		70,989,386	1,845,010	69,144,376	13,828,875	27,657,750	27,657,750	-	-	69,144,376
Carey Lane - BER										
UOA Stabilization Reserve	Res	600,000	-	600,000	600,000	-	-	-	-	600,000
Grants	Grant	3,150,000	13,500	3,136,500	1,275,000	1,861,500	-	-	-	3,136,500
		3,750,000	13,500	3,736,500	1,875,000	1,861,500	-	-	-	3,736,500
Pandora - CHF										
Mortgage Debt	Debt	36,818,601	-	36,818,601	-	-	-	36,818,601	-	36,818,601
Grants	Grant	21,695,470	-	21,695,470	-	-	-	21,695,470	-	21,695,470
		58,514,071	-	58,514,071	-	-	-	58,514,071	-	58,514,071
Drake Road										
Grants	Grant	80,000	-	80,000	80,000	-	-	-	-	80,000
		80,000	-	80,000	80,000	-	-	-	-	80,000
Campus View Redevelopment - RHFP										
Mortgage Debt	Debt	20,768,000	-	20,768,000	-	-	8,793,333	11,974,667	-	20,768,000
Grants	Grant	18,495,000	-	18,495,000	321,000	7,606,333	10,567,667	-	-	18,495,000
		39,263,000	-	39,263,000	321,000	7,606,333	19,361,000	11,974,667	-	39,263,000
New Redevelopment Projects										
Grants	Grant	359,000	-	359,000	359,000	-	-	-	-	359,000
		359,000	-	359,000	359,000	-	-	-	-	359,000

REPORT TO HOSPITALS AND HOUSING COMMITTEE MEETING OF WEDNESDAY, JULY 06, 2022

SUBJECT Future Housing Priorities and Partnerships

ISSUE SUMMARY

To provide the Hospitals and Housing Committee with options for consideration regarding future priorities and partnerships to address unmet housing needs in the capital region.

BACKGROUND

Launched in 2016, the Regional Housing First Program (RHFP) is a partnership between the Capital Regional District (CRD) and federal and provincial governments to address the needs of households in need of affordable housing and those experiencing homelessness in the region. With a total capital fund of \$120 million (M), the RHFP is expected to support up to 2,000 affordable rental units, with up to 400 of those units having rents set at the income assistance shelter rate. Overall, the program is anticipated to leverage the development of approximately \$600M in capital development. The RHFP is anticipated to be fully allocated by the end of 2022.

The CRD Corporate Plan 2019 - 2022 includes initiative 1a-4: Determine continuation of housing supply program beyond RHFP implementation. Initially, this work was scheduled to take place in 2020, but was deferred by the Board when the RHFP was increased to \$120M and extended to 2022.

The attached white paper, *Future Housing Priorities and Partnerships in the Capital Region*, provides an overview of current challenges and presents options for the next opportunity to address unmet need related to housing affordability and homelessness through innovation, partnership and cross-sectoral collaboration (see Appendix A).

ALTERNATIVES

Alternative 1

The Hospitals and Housing Committee recommends to the Capital Regional District (CRD) Board:

1. That the CRD Board endorse the *Future Housing Priorities and Partnerships in the Capital Region*; and
2. That staff be directed to proceed with development of a Program Framework and identification of funding partnership contributions to address unmet housing needs in the capital region based on the priorities identified in *Future Housing Priorities and Partnerships in the Capital Region*.

Alternative 2

That the *Future Housing Priorities and Partnerships* report be referred back to staff for additional information based on Hospital and Housing Committee direction.

IMPLICATIONS

Intergovernmental Implications

Housing affordability and homelessness are complex policy problems that require innovation, cross-sectoral collaboration and partnerships with other levels of government. Although details have yet to be announced, new and revitalized federal programs, such as the new Housing Accelerator Fund, a third round of the Rapid Housing Initiative and potential reopening of the Affordable Housing Innovation Fund, as well as initial discussions with federal colleagues, suggest potential opportunities for future partnerships. While a specific provincial funding program is not currently open to support a partnership, early discussions with the Province indicate interest, should opportunities present. A new partnership could also help the provincial government achieve its target of building 114,000 units by 2027.

Social Implications

The capital region, like many communities across Canada and around the world, continues to experience challenges related to escalating cost of housing, affordability and homelessness. Demand is particularly strong in the rental system, especially affordable rental units. Data suggests a continued trend of low vacancies in the lower price quartiles and high rates of core housing needs for renters.

While insufficient supply is a contributing factor to the increasing cost of housing, low mortgage rates, increasing upper-middle class incomes, investor buyers and accumulated equity are also key factors. Investor buyers and repeat purchasers make up the majority of homebuyers, many of which have accumulated significant equity from rising home prices. Research suggests the importance of building the *right* supply, rather than the quantity alone.

Some residents and communities in the region face distinct challenges, including: people with complex needs who are experiencing homelessness, and people in small and rural areas of the region. People with complex needs do not always fit into the current supportive housing model. The current healthcare system is also challenged to provide appropriate support. As a result, people with complex needs fall through the cracks. In response, the BC Urban Mayors caucus has actively advocated creation of appropriate housing and supports for people with complex needs¹. A distinct approach is required to address the needs of people who have overlapping mental-health challenges, substance-use issues, trauma and acquired brain injuries and who may experience or be at greater risk of homelessness.

Discussions of challenges associated with preserving, acquiring and developing housing are often in relation to larger, urban centres. However, many rural and remote communities experience distinct and urgent needs. Rural homelessness is difficult to measure, as it is often more hidden, with more people living temporarily with friends or family or living in abandoned or overcrowded buildings. Housing affordability challenges have been experienced in many rural and remote communities. Recent assessed property values increased across the region, but particularly in smaller communities where value estimates rose by up to 35%². A distinct approach, including specific tools, resources and supports, is required to meet the needs of rural and remote communities.

¹ [BC Urban Mayors make renewed and urgent call to implement complex care housing solutions - BC Urban Mayors' Caucus \(bcurbanmayorscaucus.ca\)](https://www.bcurbanmayorscaucus.ca/)

² [Vancouver Island 2022 Property Assessments in the Mail \(bcassessment.ca\)](https://www.bcassessment.ca/)

Financial Implications

The CRD's \$40M commitment toward the RHFP was financed through the Land, Banking and Housing function of the CRD (\$25.5M), the Capital Regional Hospital District (\$10M) and the Capital Region Housing Corporation (\$4.5M). This funding was matched by the provincial government through the Provincial Investment in Affordable Housing (PIAH) Program and the Community Housing Fund. A further \$40M in matching funds was also invested by the federal government through the Canada Mortgage and Housing Corporation's Affordable Housing Innovation Fund under the National Housing Strategy. In total, this innovative partnership created a total of a \$120M capital program.

As noted, a future funding opportunity in the region will require partnership with other levels of government, including potential grants. Detailed financial modeling will take place in 2023, including exploration of funding contributions, consideration of financial models and funding mechanisms, development of a proposed budget, cost implications, eligibility criteria, roles and responsibilities of funding partners, and plans for monitoring and reporting.

Service Delivery Implications

The CRD currently provides a number of services that could support and complement a new funding program to acquire land and/or housing and address the unique needs of underserved households such as those with complex needs and in rural communities.

- **Regional Housing:** includes planning, construction and operation of housing services, as well as administration of the RHFP and federal Reaching Home program.
- **Real Estate Services:** strategically manages appraisal, acquisition and disposal of real property interests.
- **Capital Regional Hospital District:** partners with Island Health and community stakeholder agencies to develop and improve healthcare facilities in the region and provide capital funding for infrastructure such as acute care, residential care and hospital equipment.
- **Administration and delivery of local services in electoral areas:** Southern Gulf Islands Housing Strategy includes a recommendation to explore the potential for a CRD Rural Housing Program that takes into consideration the unique characteristics of rural communities.

Operational Implications

Opportunities have been identified through research, analysis and engagement with internal CRD staff and municipal, provincial and federal stakeholders, including the Regional Housing Advisory Committee. Recommended interventions for future consideration include:

- **Acquisition fund** to increase and preserve the supply of affordable rental and create future redevelopment opportunities, purchase of shovel-ready developments or acquire land for development of affordable housing;
- **Rural Housing Strategy** to increase, preserve and broaden the supply of affordable housing in small and rural communities, recognizing the need to approach housing solutions in rural communities with different assumptions than those used for conventional housing interventions in growing urban regions; and
- Increase the supply of **housing with supports for people with complex needs** currently not adequately supported by the traditional model as a complement to new provincial Complex Care Housing initiative.
- Explore opportunities to **advocate to senior levels of government** on the opportunities for partnerships on the identified interventions presented through this document; and

- **Share efforts on continuing to explore these intervention areas with interested municipalities** to ensure that any future housing supply program reflects the diversity of needs and opportunities across the capital region.

This work, if endorsed by the CRD Board, will take place starting in Q1 2023 and will form the basis of a framework identifying a potential housing supply program that positions the CRD to further engage senior government partners.

Regional Growth Strategy Implications

The priorities identified in the attached white paper acknowledge the need for a broad range of affordable housing types and forms in urban and rural areas. The priorities support objectives identified in the 2018 CRD Regional Growth Strategy, including:

- Objective 3.1: Goal Create Safe and Complete Communities
- Objective 3.2: Improve Housing Affordability

Alignment with Board & Corporate Priorities

The priorities outlined in the attached white paper align with the following CRD Board priority:

Community Wellbeing – Transportation & Housing: The CRD Board will advocate, collaborate and form partnerships to address the affordable housing and transportation needs of the region's diverse and growing population.

The 2019-2022 CRD Corporate Plan also includes initiative 1a-4: Determine continuation of housing supply program beyond RHFP implementation.

Alignment with Existing Plans & Strategies

In 2018, the CRD Board approved an updated Regional Housing Affordability Strategy (RHAS). The priorities outlined in the attached white paper align with goals identified in the RHAS:

- Build the right supply of housing across the spectrum.
- Sustain a shared regional response to existing and emerging housing demand.
- Protect and maintain existing non-market and market rental housing stock.
- Develop and operationalize a regionally coordinated housing and homelessness response.
- Create community understanding and support for affordable housing developments.

CONCLUSION

The attached white paper provides an overview of current challenges and presents options for the next opportunity to address unmet need related to housing affordability and homelessness through innovation, partnership and cross-sectoral collaboration. Subject to Board endorsement, staff will continue to develop the recommended options and return with a detailed proposal for a Program Framework and business case.

RECOMMENDATION

The Hospitals and Housing Committee recommends to the Capital Regional District (CRD) Board:

1. That the CRD Board endorse the *Future Housing Priorities and Partnerships in the Capital Region*; and
2. That staff be directed to proceed with development of a Program Framework and identification of funding partnership contributions to address unmet housing needs in the capital region based on the priorities identified in *Future Housing Priorities and Partnerships in the Capital Region*.

Submitted by:	Don Elliott, BA, MUP, Senior Manager, Regional Housing
Concurrence:	Kevin Lorette, P. Eng., MBA, General Manager, Planning & Protective Services
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

ATTACHMENT

Appendix A: Future Housing Priorities and Partnerships in the Capital Region



Future Housing Priorities and Partnerships

INTRODUCTION

Since 2016, a partnership between the Capital Regional District (CRD) and federal and provincial partners has contributed to the development of over a thousand new units, addressing the needs of households in need of affordable housing in the region. Through the Regional Housing First Program (RHFP), the CRD, BC Housing Management Commission (BC Housing) and the Canada Mortgage and Housing Corporation (CMHC) committed \$30 million (M) each to build housing units to help address chronic homelessness in the region. In 2020, each partner committed to increasing their contribution by \$10M to address escalating land acquisition and construction costs. With a total capital fund of \$120M, the RHFP was better positioned to achieve its target of up to 2,000 Affordable Rental Units, with up to 400 of those units having rents set at Government of British Columbia's Income Assistance Rate Table Shelter Maximum (Shelter Rate). Overall, the program is expected to leverage the development of approximately \$600M in capital development. As of July 2022, 11 projects have been approved through the RHFP program, representing 1,055 units, with 238 to be rented at Shelter Rate.

Although details have yet to be announced, new and revitalized federal programs, such as the new Housing Accelerator Fund, a third round of the Rapid Housing Initiative and potential reopening of the Affordable Housing Innovation Fund, as well as initial discussions with federal colleagues, suggest potential opportunities for future partnerships. While a specific provincial funding program is not currently open to support a partnership, early discussions with the Province indicate interest, should opportunities present. A new partnership could also help the provincial government achieve its target of building 114,000 units by 2027.

The following provides an overview of current challenges and presents options for the next opportunity to address unmet need related to housing affordability and homelessness through innovation, partnership and cross-sectoral collaboration. Opportunities to address unmet need were identified through research, analysis and engagement with internal CRD staff, municipal, provincial and federal stakeholders, including with the Regional Housing Advisory Committee.

Recommended interventions for consideration include:

- Opportunities to acquire existing housing or land to increase and preserve the supply of affordable rental and create future redevelopment opportunities;
- A Rural Housing Strategy to increase the supply of affordable housing in rural and remote communities; and
- Increase the supply of housing with supports to people with complex needs not currently adequately supported by the traditional models.

CURRENT CHALLENGES

The capital region, like many communities across Canada and around the world, continues to experience challenges related to escalating cost of housing, affordability and homelessness. The population of the region is expected to continue to grow from an estimated 392,100 in 2018, to an estimated 478,500 in 2038¹, adding housing pressure in the region. Demand is particularly

¹ [bylawno-4328.pdf \(crd.bc.ca\)](https://bylawno-4328.pdf(crd.bc.ca))

strong in the rental system, especially affordable rental units. Data suggests a continued trend of low vacancies in the lower price quartiles and high rates of core housing needs for renters².

CMHC's 2021 Rental Market Report, released in February 2022, showed tightened market conditions in the Victoria Census Metropolitan Area (CMA) in 2021³. Key findings include:

- Vacancy rates declined to 1%, one of the lowest in Canada;
- Two-bedroom purpose built rentals average rent increased by 3.1%;
- Demand returned, but supply is lagging behind and is unevenly distributed with 80% new supply concentrated in the Westshore region; and,
- Rental affordability and suitability remain a challenge for low-income households.

As of March 31, 2020, there were 12,957 subsidized housing units in the Growth Management Planning Area (GMPA), including emergency shelters, housing for the homeless, transitional and supported housing and assisted living, independent social housing and rent assistance in the private market, representing an increase of 1,046 units over the previous year⁴.

The development of non-market housing has been supported through a number of new and expanded funding programs at all levels of government. In 2019, the Province of British Columbia committed more than \$7 billion over 10 years for programs such as Building BC, including the Community Housing Fund, Affordable Rental Housing Program, Supportive Housing Fund, Women's Transition Housing Fund and Indigenous Housing Fund. In 2020, the Government of Canada launched the Rapid Housing Initiative, providing capital contributions to support the creation of new affordable rental units for people who are vulnerable. In the capital region, there has been and continues to be significant investments in housing through federal and provincial programs. Since 2018, the following units have been supported through various provincial and federal programs:

- Supportive Housing Fund: funding toward over 600 units across 12 projects
- Community Housing Fund: funding toward almost 900 units across 10 projects
- Rapid Housing Initiative: funding toward 136 units across three projects
- Indigenous Housing Fund: funding toward 164 units across two projects.

While the region has seen increases in the number of subsidized housing units in the GMPA, insufficient supply of affordable housing in the private market relative to population growth is also a factor. In response, a number of funding programs to support increased supply of below market housing have been launched in recent years. Provincially, this includes the HousingHub which brings together private and non-profit stakeholders to create new affordable rental and homeownership options for middle-income residents. The federal government also launched and then expanded programs such as the National Housing Co-Investment Fund to support development of mixed-income, mixed tenure and mixed-use affordable housing.

While insufficient supply is a contributing factor to the increasing cost of housing, low mortgage rates, increasing upper-middle class incomes, investor buyers and accumulated equity are also key factors. Investor buyers and repeat purchasers make up the majority of homebuyers, many

² <http://crd.ca.legistar.com/gateway.aspx?M=F&ID=a7f6cc77-f6b6-4b32-bde9-c0a8e4411b45.pdf>

³ [Rental Market Report | CMHC \(cmhc-schl.gc.ca\)](https://www.cmhc-schl.gc.ca/en/rental-market-report)

⁴ [rgs-indicatorreport2021.pdf \(crd.bc.ca\)](https://www.crd.bc.ca/files/rgs-indicatorreport2021.pdf)

of which have accumulated significant equity from rising home prices. As one of the leading Canadian researchers on housing, Steve Pomeroy notes:

“It is not the quantity of buyers (i.e., total demand), it is the quality (income and wealth, abetted by low mortgage rates) of this very small segment of ‘market makers’ that have been the ones driving up home prices. ... This small segment is creating market imbalance and serious challenge for lower income households...”⁵.

This suggests the importance of building the right supply, rather than the quantity.

Although challenges related to the cost of housing are felt by many in the capital region, research indicates some residents and communities face distinct challenges, including people with complex needs who are experiencing homelessness, and people in rural and remote areas of the region.

Challenges addressing homelessness

The 2020 Greater Victoria Point-in-Time homeless survey estimated 1,523 individuals experiencing homelessness in the region, compared to 1,525 in 2018⁶. 2020 survey results showed higher numbers of unsheltered individuals (270, as compared to 158 in 2018) and higher numbers of people couch surfing (145, as compared to 95 in 2018). Using a different methodology, a new provincial report on homelessness estimates 1,595 individuals experienced homelessness in 2019⁷.

The COVID-19 pandemic placed enormous pressure on individuals and communities throughout the region. Many in our communities lost income, resulting in greater housing insecurity or housing loss. Individuals without homes, living outside or in shelter were challenged to comply with public health recommendations to maintain physical distance.

People living with complex needs experience particularly difficult challenges. While the CRD, Province of BC and the Government of Canada have all made historic investments in housing, including housing to meet the needs of people experiencing homelessness, many communities are not able to meet the needs of some vulnerable residents.

Supportive housing (subsidized housing with onsite supports for single adults, seniors and people with disabilities at-risk of or experiencing homelessness) is an important part of the housing continuum. The onsite support services help people who have experienced homelessness find and maintain stable housing.

However, people with complex needs do not always fit into the current supportive housing model. The current healthcare system is also challenged to provide appropriate support. There is a lack of ongoing rehabilitation care, services that specialize in mental health or substance use, but not both, and a lack of housing options for people who are not ready or not willing to engage in treatment. As a result, people with complex needs fall through the cracks. In many communities, including the capital region, this can lead to increased erratic behavior, open drug use and crime.

⁵ [Exploring causes of escalating home prices: Part 2, demand issues | chec ccrl.ca \(chec-ccrl.ca\)](https://chec.ccrl.ca/chec-ccrl.ca)

⁶ [crd-pit-count-2020-community-report-2020-07-31.pdf \(victoriahomelessness.ca\)](https://victoriahomelessness.ca/crd-pit-count-2020-community-report-2020-07-31.pdf)

⁷ [Appendix: 2019 Homeless Cohort Data Tables \(gov.bc.ca\)](https://gov.bc.ca)

In response, the BC Urban Mayors caucus has actively advocated for the creation of appropriate housing and supports for people with complex needs⁸.

A distinct approach is required to address the needs of people who have overlapping mental-health challenges, substance-use issues, trauma and acquired brain injuries and who may experience or be at greater risk of homelessness. Approaches may include coordinated health, mental health and substance use services, along with housing, cultural and social supports, to meet these complex needs. This requires new approaches for collaborating across sectors.

In response to this challenge, the Province of BC has initiated plans to support up to 500 people with new Complex Care Housing: a suite of services and supports to better meet the needs of people with complex needs, including people with severe mental health, substance use issues or traumatic and acquired brain injuries who are homeless or unstably housed. In March 2022, the Province announced plans for 100 spaces in Greater Victoria. As the investment does not include capital funding, it is anticipated that the complex care spaces will be delivered by converting existing supportive housing sites, or supportive housing sites currently in development.

Challenges in rural and remote communities

Discussions of challenges associated with preserving, acquiring and developing housing are often in relation to large, urban centres. However, many rural and remote communities experience distinct and urgent needs. Rural homelessness is difficult to measure, as it is often more hidden, with more people living temporarily with friends or family or living in abandoned or overcrowded buildings. According to a 2021 report from the National Alliance to End Rural and Remote Homelessness, 31% of Canadians live in rural and remote communities where residents suffer from homelessness in equal or greater numbers than their urban counterparts⁹. A recent provincial research study quantifying homelessness found that, on a per capita basis, it was smaller, rural and northern communities that have the highest proportion of homelessness, based on their population¹⁰.

Housing affordability challenges have been experienced in many rural and remote communities. Recent assessed property values increased across the region, but particularly in smaller communities where value estimates rose by up to 34% in the District of Highlands and District of Sooke, and up to 35% in the District of Metchosin and the Gulf Islands¹¹. According to the recently updated Southern Gulf Islands Housing Needs Report, between 2017 and 2021, median sales prices have increased significantly from 35% to 137%, depending on the island¹².

CMHC's Rental Market Survey indicates lower vacancy rates and higher average rents across the Victoria CMA (see Figure 1 below). This includes areas outside of the core, which saw

⁸ [BC Urban Mayors make renewed and urgent call to implement complex care housing solutions - BC Urban Mayors' Caucus \(bcurbanmayorscaucus.ca\)](https://bcurbanmayorscaucus.ca)

⁹ [NationalAllianceToEndRuralAndRemoteHomelessness-e.pdf \(ourcommons.ca\)](https://ourcommons.ca)

¹⁰ [Report: Preventing and Reducing Homelessness Integrated Data Project, Province of British Columbia 2021 \(gov.bc.ca\)](https://gov.bc.ca)

¹¹ [Vancouver Island 2022 Property Assessments in the Mail \(bcassessment.ca\)](https://bcassessment.ca)

¹² Southern Gulf Islands Updated Market Analysis (Feb 2022)

decreased vacancy rates and increased average rents for almost all apartment types.¹³ See Appendix A for vacancy rates and average rents across Zones 1-10 of the Victoria CMA.



Rural and remote communities also face unique challenges in the development of affordable housing. These include: difficulty accessing financing; limited development expertise; fewer consultants with specialized expertise in rural and remote communities; challenges related smaller scale projects; funding program criteria that is not always applicable to rural and remote context; and lower supply of skilled labour¹⁴. Areas such as Salt Spring Island and the Southern Gulf Islands are also part of the Islands Trust Area, which mandates preservation and protection of the natural environment and unique amenities of the area.

Released in November 2021, the Southern Gulf Islands Community Housing Strategy identifies the need to approach housing solutions using different assumptions than those used for conventional housing interventions in urban areas of the region. The Strategy includes key objectives such as: exploring the potential for a CRD Rural Housing Program; annual affordable housing demand estimates; supporting third party affordable housing projects through new tools; support for pre-development expenses for affordable housing; development of garden suites and cottages; enabling alternative housing types; and taking a whole government approach through collaboration and advocacy.

A distinct approach, including specific tools, resources and supports, is required to meet the needs of rural and remote communities.

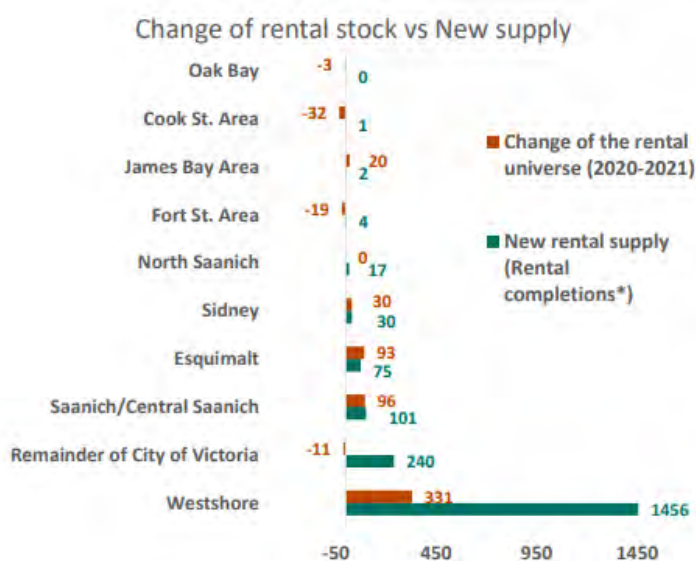
Challenges preserving existing affordable housing

Recent years have seen an increased number of financial landlords such as private equity firms, asset managers, publicly listed companies, real estate investment trusts (REITs) and financial institutions purchasing multi-family rental and single family rental, including naturally occurring affordable housing (NOAH). Between 2011 and 2016, across the country, the number of private rental units affordable to households earning less than \$30,000 per year declined by 322,600

¹³ Source: Rental Market Survey (CMHC). © 2022 Canada Mortgage and Housing Corporation

¹⁴ [SmallCommunitiesInitiative-Research-Brief-plus-Resource-Guide-March-28.pdf \(mnpha.com\)](https://mnpha.com/SmallCommunitiesInitiative-Research-Brief-plus-Resource-Guide-March-28.pdf)

units¹⁵. In BC, recent analysis by Housing Central notes that between 2015 and 2019, 34,000 rental units were lost. With provincial investment supporting just over 11,000 affordable homes in the same time period, for every one affordable unit developed, over three affordable homes in the private sector were lost¹⁶. According to recent CMHC Rental Market Survey data, this trend is also evident within the capital region, as illustrated in the table below¹⁷.



* The number of rental completions is the cumulative number of rental structures completed from July 2020 to June 2021. This is consistent with the time frame covered by the 2021 Rental Market Survey.

The loss of NOAH is partially driven by the financialization of rental housing through investment by large capital funds and smaller investors capitalizing on rising rents, as well as redevelopment of sites with older, low-moderate rent properties¹⁸. Building new supply is one approach, but the high cost and longer timelines for construction makes replacing these affordable units challenging.

In recent years, there has been an increased awareness of the impact of the financialization of housing, which refers to the “expanding and dominant role of financial markets and corporations in the field of housing, leading to unaffordable and insufficient housing and discrimination¹⁹.” Rather than for social good or human rights, housing is treated as vehicle for income and investment, and has transformed housing and real estate markets around the world²⁰. The United

¹⁵ [Why Canada needs a non-market rental acquisition strategy. May 2020 | Focus Consulting Inc. \(focus-consult.com\)](#)

¹⁶ [Budget 2022 Submission - BC Non-Profit Housing Association | BCNPHA](#)

¹⁷ Source: CMHC Rental Market Survey, CMHC Starts and Completion Survey. The geographical definition in the chart is based on the CMHC Rental Market Survey Zone. For details, please refer to the Rental Market Report February 2022.

¹⁸ [Why Canada needs a non-market rental acquisition strategy. May 2020 | Focus Consulting Inc. \(focus-consult.com\)](#)

¹⁹ [Facing financialization in the housing sector: A human right to adequate housing for all - Ingrid Leijten, Kaisa de Bel, 2020 \(sagepub.com\)](#)

²⁰ [OHCHR | Financialization of housing](#)

Nations Special Rapporteur on the Right to Adequate Housing has called for governments to ensure markets serve housing need rather than investment priorities.

Strategies that enable non-profit housing providers to preserve existing affordable rental housing include an acquisition strategy. An acquisition strategy would: “enable low-income tenants to stay where they are, stabilizing neighbourhoods and preserving a diversity of incomes and tenures in gentrifying districts; preserve and extend the legacy of public investment (many of the buildings at risk of financialization were created through federal grants and tax incentives totalling \$4 Billion Canada-wide); [and] be faster and surer than new builds²¹.”

The BC Non-Profit Housing Association has called on the Province of BC to commit \$500M to create a rental housing acquisition strategy to provide expedited grants to acquisition projects initiated by the community housing sector. An acquisition fund could also include a revolving loan fund to facilitate strategic property acquisition, replaced with long-term low rate financing from CMHC²². The value of an acquisition fund has been raised by federal Minister Ahmed Hussen at the February 2022 National Housing Supply Summit, including the ability for non-profits and local governments to acquire land and the importance of not losing supply. The Minister’s mandate letter also directs the Minister to “help affordable housing providers acquire land and buildings to build and preserve more units²³.” However, the 2022 Federal Budget did not include funding toward an acquisition strategy.

The above mentioned challenges highlight the significant housing gaps in the region and areas where households are not being adequately served. It also helps explain why communities in the capital region face substantial barriers in addressing these challenges. These challenges also shed light on what is necessary to address these challenges. While new affordable housing supply is needed, additional supply is not enough. Addressing unmet needs in the region will require innovation, partnership and cross-sectoral collaboration.

RESPONDING TO THE CHALLENGE

The CRD is exploring options for addressing housing affordability challenges in the region through partnerships with provincial and federal partners. A future funding program to address unmet need through development and acquisition of new affordable housing units could target three specific areas of unmet need:

1. **Acquisition fund** to increase and preserve the supply of affordable rental and create future redevelopment opportunities, purchase of shovel-ready developments or acquire land for development of affordable housing
2. **Rural Housing Strategy** to increase, preserve and broaden the supply of affordable housing in rural and remote communities, recognizing the need to approach housing solutions in rural communities with different assumptions than those used for conventional housing interventions in growing urban regions

²¹ [Beat the REITs? Or join them? | Opening the Window](#)

²² [Affordable housing is a hot commodity — and a new Ottawa land trust wants to counter that | Ottawa Citizen](#)

²³ [Minister of Housing and Diversity and Inclusion Mandate Letter \(pm.gc.ca\)](#)

3. Increase the supply of **housing with supports for people with complex needs** currently not adequately supported by the traditional model as a compliment to new provincial Complex Care Housing initiative

The three priorities target areas with unique challenges and where need is unable to be met by traditional funding programs. The priorities also acknowledge the changing landscape and expanding role of financial markets and corporations in the field of housing, reducing barriers for communities and non-profit providers in protecting, preserving and enhancing existing affordable stock.

Current CRD Services

The CRD currently offers a number of services that would complement a new funding program to acquire land and housing and address the unique needs underserved households such as those with complex needs and in rural communities.

The CRD's Real Estate Services strategically manages appraisal, acquisition and disposal of real property interests. In addition, Real Estate Services is responsible for maintaining property information, coordinating referrals from outside agencies and performing property research on behalf of CRD staff. These existing services would be an asset to supporting a future acquisition fund in the region.

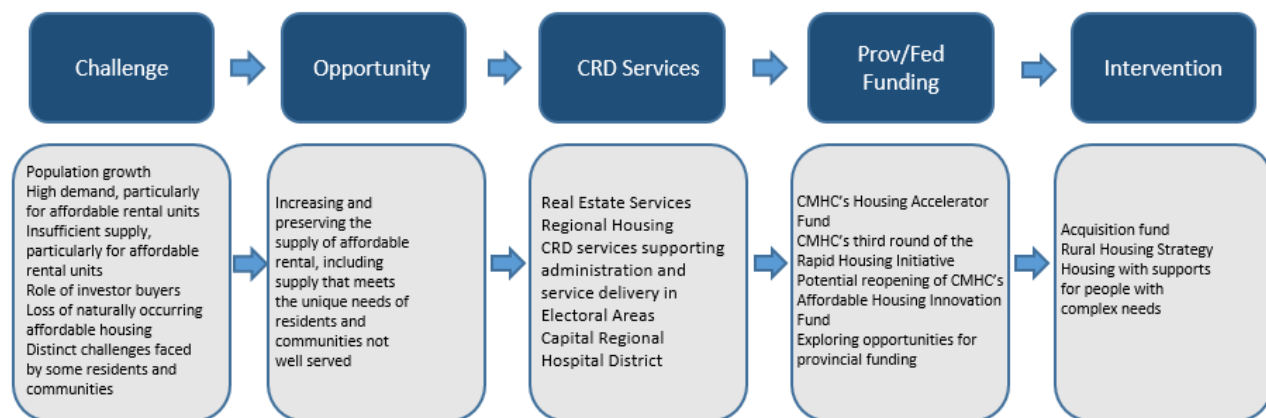
The range of services provided under the Regional Housing portfolio would also ensure the CRD is well positioned to support a program with the above mentioned priorities. Regional Housing includes planning, construction and operation of housing services, as well as administration of the current RHFP.

As a regional district, the CRD is responsible for administration and delivery of local services in the Juan de Fuca, Salt Spring Island and Southern Gulf Islands electoral areas. The recently released Southern Gulf Islands Housing Strategy includes a recommendation to explore the potential for a CRD Rural Housing Program that takes into consideration the unique characteristics of rural communities. Development of a business case that explores the viability of establishing a CRD Rural Housing Program would help support and guide the development of a future funding partnership opportunity.

The CRD is well positioned to support a program to increase the supply of housing with supports for people with complex needs, not adequately supported by the traditional housing and health models. The CRD's Housing Initiatives and Programs team administers the federal Reaching Home funding program, expected to total over \$3.2M in funding to support people experiencing homelessness in the region.

Finally, the Capital Regional Hospital District's (CRHD) capital funding mechanism would also play a complimentary role. The CRHD partners with Island Health and community stakeholder agencies to develop and improve healthcare facilities in the region and provide capital funding for infrastructure such as acute care, residential care and hospital equipment.

CONCLUSION AND RECOMMENDED NEXT STEPS



This document has provided an overview of: current challenges; proposed opportunities to address unmet need; existing CRD services that could support new funding programs; potential funding partnerships; and interventions to address housing affordability challenges in the region through innovation, partnership and cross-sector collaboration. Challenges include:

- Population growth
- High demand, particularly for affordable rental units
- Insufficient supply, particularly for affordable rental units
- Role of investor buyers
- Loss of naturally occurring affordable housing
- Distinct challenges faced by some residents and communities

Opportunities to address these challenges were identified through research and engagement with internal CRD staff and municipal, provincial and federal stakeholders, including the Regional Housing Advisory Committee. These include increasing and preserving the supply of affordable rental, including supply that meets the unique needs of people with complex needs who are experiencing homelessness, and people in rural and remote areas of the region.

The identified opportunities could be supported by existing CRD services, including: Real Estate Services; Regional Housing; CRD services supporting administration and service delivery in Electoral Areas; and the CRHD.

Initial discussions with provincial and federal partners indicate potential funding opportunities to support the identified priorities to address unmet need in the region. This may include:

- CMHC's Housing Accelerator Fund
- CMHC's third round of the Rapid Housing Initiative
- Potential reopening of CMHC's Affordable Housing Innovation Fund
- Exploring opportunities for provincial funding, supporting the provincial government's target of building 114,000 units by 2027

Recommendation

Through consideration of challenges, opportunities, support through CRD services and potential funding through federal and provincial partners, the following interventions are recommended to address unmet need in the region through innovation, partnership and cross-sector collaboration have been presented:

1. **Acquisition fund** to increase and preserve the supply of affordable rental and create future redevelopment opportunities, purchase of shovel-ready developments or acquire land for development of affordable housing;
2. **Rural Housing Strategy** to increase, preserve and broaden the supply of affordable housing in rural and remote communities, recognizing the need to approach housing solutions in these communities with different assumptions than those used for conventional housing interventions in growing urban regions; and
3. Increase the supply of **housing with supports for people with complex needs** currently not adequately supported by the traditional model as a compliment to new provincial Complex Care Housing initiative.

In addition to staff continuing to explore these three identified pillars underpinning additional efforts to address housing affordability pressures felt across the capital region, advocacy to senior levels of government and continued engagement with municipal partners will be critical in supporting success. As noted throughout this white paper, intervention in the complex issue of decreasing housing affordability and the continued persistence of homelessness will require efforts from all levels of government in support of programs that are tailored to the unique needs of households and individuals across the capital region.

Therefore it is further recommended that staff continue to:

4. Explore opportunities to **advocate to senior levels of government** on the opportunities for partnerships on the identified interventions presented through this document; and
5. **Share efforts on continuing to explore these intervention areas with interested municipalities** to ensure that any future housing supply program reflects the diversity of needs and opportunities across the capital region.

Next Steps

Housing affordability and homelessness are complex policy problems that require new approaches, innovation, partnership and cross-sector collaboration. It is no longer possible for any one level of government to address these challenges alone. The RHFP has demonstrated the impact of partnership; through development of an anticipated 2,000 affordable rental units, with up to 400 of those units having rents set at the income assistance shelter rate. As the CRD prepares for the RHFP to come to a close, there is an opportunity to consider priority interventions to meet unmet need in the region.

Staff will continue to develop the recommended options, which will include continued engagement with provincial and federal partners to: explore funding contributions; consider financial modelling and funding mechanisms; development of a proposed budget; cost implications; eligibility criteria; roles and responsibilities of funding partners; and plans for monitoring and reporting. Staff will return in 2023 with a detailed proposal for a Program Framework and business case, for intended implementation in 2024.

Table 1: Private Apartment Vacancy Rates (%) by Zone and Bedroom Type - Victoria CMA

Zone	Bachelor		1-bedroom		2-bedroom		3-bedroom	
	Oct-20	Oct-21	Oct-20	Oct-21	Oct-20	Oct-21	Oct-20	Oct-21
Zone 1 - Cook Street Area	0.4	1.0	2.2	1.2	1.5	0.7	0.0	0.0
Zone 2 - Fort Street Area	1.4	1.6	1.8	0.5	1.7	0.4	**	0.0
Zone 3 - James Bay Area	3.6	0.5	2.6	2.0	4.9	1.4	**	**
Zone 4 - Remainder of City	2.1	1.1	2.6	0.8	1.9	1.0	0.0	2.3
City of Victoria (Zones 1-4)	2.1	1.0	2.3	1.1	2.5	0.9	1.2	2.1
Zone 5 – Saanich/Central Saanich	1.2	**	2.3	1.3	3.2	1.2	**	**
Zone 6 - Esquimalt	0.9	0.9	1.1	1.6	1.8	0.6	0.0	1.3
Zone 7 – Langford/View Royal/Colwood/Sooke	2.7	0.7	1.6	0.4	2.4	0.3	0.7	0.7
Zone 8 – Oak Bay	**	0.0	0.9	0.4	1.2	0.2	**	**
Zone 9 – North Saanich	**	**	**	**	**	**	**	**
Zone 10 – Sidney	**	**	0.0	0.0	**	1.0	**	0.0
Remainder of CMA (Zones 5-10)	2.2	1.0	1.6	1.0	2.3	0.7	0.8	0.9
Victoria CMA	2.1	1.0	2.1	1.0	2.4	0.8	0.9	1.4

** Data Suppressed

Table 2: Private Apartment Average Rents (\$), by Zone and Bedroom Type - Victoria CMA

Zone	Bachelor		1-bedroom		2-bedroom		3-bedroom	
	Oct-20	Oct-21	Oct-20	Oct-21	Oct-20	Oct-21	Oct-20	Oct-21
Zone 1 - Cook Street Area	957	994	1,193	1,207	1,475	1,500	1,879	1,753
Zone 2 - Fort Street Area	986	961	1,125	1,157	1,450	1,501	2,082	2,069
Zone 3 - James Bay Area	1,084	1,091	1,273	1,281	1,661	1,697	2,129	2,201
Zone 4 - Remainder of City	992	1,019	1,173	1,197	1,518	1,595	1,828	1,916
City of Victoria (Zones 1-4)	1,009	1,024	1,184	1,205	1,528	1,580	1,920	1,975
Zone 5 – Saanich/Central Saanich	1,020	1,013	1,150	1,213	1,490	1,558	1,622	1,928
Zone 6 - Esquimalt	905	920	1,109	1,125	1,252	1,323	1,512	1,636
Zone 7 – Langford/View Royal/Colwood/Sooke	1,139	1,160	1,385	1,417	1,660	1,710	1,697	1,849
Zone 8 – Oak Bay	920	1,005	1,154	1,207	1,579	1,641	**	**
Zone 9 – North Saanich	**	**	**	**	**	**	**	**
Zone 10 – Sidney	**	1,218	1,276	1,251	1,492	1,618	**	2,311
Remainder of CMA (Zones 5-10)	1,036	1,060	1,189	1,234	1,484	1,562	1,653	1,843
Victoria CMA	1,015	1,032	1,185	1,214	1,507	1,571	1,758	1,894

** Data Suppressed

**REPORT TO HOSPITALS AND HOUSING COMMITTEE
MEETING OF WEDNESDAY, JULY 06, 2022**

SUBJECT **902 Foul Bay Road Housing Agreement and Bylaw**

ISSUE SUMMARY

The Capital Regional District (CRD) Board must approve a bylaw that enables it to enter into a housing agreement with a developer in order to administer four (4) below-market home ownership units at a housing development proposed for 902 Foul Bay Road in the City of Victoria.

BACKGROUND

The CRD currently administers the resale control agreements on a number of below-market home ownership units within housing developments throughout the region.

The CRD's Regional Housing Division has been in discussions with the City of Victoria (the City) and Aryze Developments (the Developer), regarding a proposed housing development that will include four resale price-restricted, below-market housing units as part of the project. The unit mix of the below-market units will include two one-bedroom and two three-bedroom homes. The City and the Developer have requested the CRD administer resales of the below-market units.

The units are part of a proposed 18 unit strata development located at 902 Foul Bay Road in the City of Victoria. The terms of the Housing Agreement and Bylaw (Appendix A) require all sales of below-market units be restricted to a sale price no higher than 80% of Fair Market Value, as determined by an appraisal. Initial and subsequent sales will require a qualifying income level, which can be responsive to market conditions as they relate to increases in cost of living.

A resale control and administrative procedure based on best practice has been prepared within the Agreement to ensure the units may only be sold as described, and, in cases of hardship, may be rented at a below-market rate for up to two years at which time they must be re-occupied with an approved occupant or relisted for sale. The Agreement provides for cost-recovery measures to pay for the CRD's administrative services. Staff are taking the same resale control approach consistent with projects previously approved by the CRD Board whereby the CRD may take control in its own name in order to administer the provisions for any below market unit.

The City and the Developer have requested the CRD adopt this Agreement as a covenant and housing agreement within Section 483 of the *Local Government Act*, which further requires the CRD do so by way of bylaw.

ALTERNATIVES

Alternative 1

The Hospitals and Housing Committee recommends to the Capital Regional District Board:

1. That Bylaw No. 4501, "Resale Control and Housing Agreement Bylaw (902 Foul Bay Road), 2022" be introduced and read for a first, second and third time; and
2. That Bylaw No. 4501 be adopted.

Alternative 2

That the 902 Foul Bay Road Housing Agreement and Bylaw report be referred back to staff for additional information based on Hospitals and Housing Committee direction.

IMPLICATIONS

Financial Implications

The CRD is assessing a one-time fee of \$3,500 (plus tax) to the Developer to cover CRD costs associated with setting up the Housing Agreement and facilitating the approval of the bylaw. Administration of the resale control function and ensuring compliance with the terms of use of the affordable units has a cost associated with it, which is factored into the program by charging the buyer a fee of 0.5% of the gross selling price of the unit at completion (e.g., \$1,500 on a \$300,000 sale). The administration fee is subject to change with market fluctuations and consideration of staff time and other resources to ensure full cost recovery for the provided service.

Social Implications

For the moderate income households who are eligible to purchase and occupy these units, the economic implications of home ownership will be significant. The measure of resale control allows them to build a modest level of equity while also providing them with security of tenure. The resale control also ensure a degree of ongoing affordability that is available to future eligible buyers for the duration of the agreement.

Legal Implications

The property's rezoning is not yet final. Should the rezoning fail, CRD's practice is to repeal the associated housing agreement bylaw and discharge the covenant on the Developer's request.

CONCLUSION

The CRD has experience unique in the region, and the potential to enter into agreements with developers to administer the sale of affordable home ownership units aligns with the goals and objectives of the Regional Housing Affordability Strategy. The Developer and CRD staff have negotiated the Agreement, which includes the terms of use and matters related to the resale of units, and the Developer has executed the Agreement. The CRD has developed administrative procedures that ensure unit use conforms to the Agreement terms, provides greater authority for the CRD to act when use is non-conforming and provides the CRD adequate cost recovery for the provision of the program.

RECOMMENDATION

The Hospitals and Housing Committee recommends to the Capital Regional District Board:

1. That Bylaw No. 4501, "Resale Control and Housing Agreement Bylaw (902 Foul Bay Road), 2022" be introduced and read for a first, second and third time; and
2. That Bylaw No. 4501 be adopted.

Submitted by:	Don Elliott, MUP, Senior Manager, Regional Housing
Concurrence:	Nelson Chan, MBA, FCPA, FCMA, Chief Financial Officer
Concurrence:	Kristen Morley, J.D., General Manager, Corporate Services & Corporate Officer
Concurrence:	Kevin Lorette, P. Eng., MBA, Acting Chief Administrative Officer

ATTACHMENTS

Appendix A: Bylaw No. 4501

CAPITAL REGIONAL DISTRICT
BYLAW NO. 4501

A BYLAW TO AUTHORIZE A HOUSING AGREEMENT
(902 FOUL BAY ROAD)

WHEREAS:

- A. The owner of lands legally described as PID 007-652-674, Block G, Section 68, Victoria District, Plan VIP1247, known as 902 Foul Bay Road, wishes to develop such lands in the City of Victoria to provide, among a strata development of market housing, four (4) units of affordable housing consisting of two (2) one-bedroom units and two (2) three-bedroom units;
- B. Under the *Local Government Act*, RSBC 2015, c 1, section 483, the Capital Regional District may enter into an agreement, by bylaw, to ensure the availability of the housing units to certain classes of persons identified in the agreement, the administration and management of the units, rents, leases, and sale prices that may be charged, and the rates at which these may be increased over time as specified in the agreement or as determined by a formula; and under the *Land Title Act*, RSBC 1996, c 250, section 219, it may place a covenant on property to restrict its use and alienation; and
- C. The Capital Regional District Board wishes to enter into such a housing agreement and covenant to secure the affordable housing;

NOW THEREFORE, the Capital Regional District Board in open meeting assembled hereby enacts as follows:

- 1. The Capital Regional District is authorized to enter into the *Local Government Act* section 483 housing agreement and *Land Title Act* section 219 covenant attached to this Bylaw as Appendix 1 (the "Housing Agreement").
- 2. The Chair of the Capital Regional District is authorized to execute the Housing Agreement and the Corporate Officer or designate is authorized to sign and file in the Land Title Office a Notice of the Housing Agreement, as required by the *Local Government Act*.
- 3. This Bylaw may be cited for all purposes as "Resale Control and Housing Agreement Bylaw (902 Foul Bay Road), 2022".

READ A FIRST TIME THIS	day of	20__
READ A SECOND TIME THIS	day of	20__
READ A THIRD TIME THIS	day of	20__
ADOPTED THIS	day of	20__

CHAIR

CORPORATE OFFICER



1. Application

Mullin DeMeo Wirk Law Corporation
1626 Garnet Road
Victoria BC V9B 0A4
(250) 477-3327

Fax: (250) 477-0980
 Email: lawyers@mdlawcorp.com
 File: 97924 / Lions West Homes / Dev 902 Foul Bay /JDM/sl
 (CRD - Housing Agreement s. 219 Covenant)

2. Description of Land

PID/Plan Number	Legal Description
007-652-674	BLOCK G, SECTION 68, VICTORIA DISTRICT, PLAN 1247

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant
PRIORITY AGREEMENT		Priority Agreement granting the Section 219 Covenant contained hereto priority over Mortgage CA6268732 and Assignment of Rents CA6268733 Person Entitled to Interest: Transferee Document Reference: Page 14
RENT CHARGE		Person Entitled to Interest: Transferee Document Reference: Section 2.4.2
PRIORITY AGREEMENT		Priority Agreement granting the Rent Charge contained hereto priority over Mortgage CA6268732 and Assignment of Rents CA6268733 Person Entitled to Interest: Transferee Document Reference: Page 14

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

LIONS WEST HOMES LTD., NO.BC1041886, (AS TO SECTION 219 COVENANT)
VANCOUVER CITY SAVINGS CREDIT UNION, NO.FI 97, (AS TO PRIORITY AGREEMENT)

6. Transferee(s)

CAPITAL REGIONAL DISTRICT
625 FISGARD STREET
VICTORIA BC V8W 1R7

7. Additional or Modified Terms



8 Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

JOHN D. MULLIN
BARRISTER & SOLICITOR
1626 GARNET ROAD
VICTORIA, BC V8P 3C8

YYYY-MM-DD

2022-06-17

LIONS WEST HOMES LTD.

By their Authorized Signatory

Name: Nenad Barjaktarovic

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

Empty box for Execution Date

VANCOUVER CITY SAVINGS CREDIT UNION

By their Authorized Signatory

Name: _____

Name: _____

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

Empty box for Execution Date

CAPITAL REGIONAL DISTRICT

By their Authorized Signatory

Name: _____



Name:

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT AND HOUSING AGREEMENT

WHEREAS:

- A. LIONS WEST HOMES LTD. (the “**Developer**”) is the registered owner of the Lands described in Item 2 of Part 1 of this General Instrument and the Developer intends to complete an 18 unit strata development on the Lands (the “**Strata Development**”) and shall designate two (2) one-bedroom units and two (2) three-bedroom units for a total of four (4) of the strata lots to be created by the strata plan for the Strata Development as the Affordable Units to which strata lots this Agreement will apply.
- B. The Developer intends to build the Affordable Units to ensure the availability of affordable housing in Victoria, British Columbia.
- C. To ensure that the Affordable Unit continues to be available as affordable housing, the Developer has agreed to grant the Capital Regional District (“**CRD**”):
 - (a) a covenant under Section 219 of the *Land Title Act* (the “**Covenant**”) and enter into a housing agreement under Section 483 of the Local Government Act setting out, amongst other things, the procedure to be followed in connection with any sale of an Affordable Unit as well as restrictions on the sale price on use and rental of the Affordable Unit (the “**Housing Agreement**”);
 - (b) an option to purchase an Affordable Unit if it is sold, rented or used in breach of the Covenant.

NOW THEREFORE in consideration of the mutual covenants set out below and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each of the parties), the parties agree as follows:

SECTION 1. INTERPRETATION

1.1 Definitions. In this Agreement:

- 1.1.1 “Administration Fee” has the meaning given to it at section 2.2.8;
- 1.1.2 “Affordable Unit” or “Affordable Units” shall mean the two (2) one-bedroom units and two (2) three-bedroom units for a total of four (4) strata lots to be designated by the Developer within the Strata Development as the strata lots to which this Agreement shall apply;
- 1.1.3 “Agreement” means this Covenant and Housing Agreement, including all recitals and schedules attached hereto;
- 1.1.4 “Appraiser” means an appraiser accredited by the Appraisal Institute of Canada and duly qualified to appraise an Affordable Unit and on an approved list maintained by the NPO, if any;

- 1.1.5 "Approved Lender" means an "approved lender" (as defined in the *National Housing Act*, R.S.C. 1985, c. N-11) which holds an Insured Mortgage of an Affordable Unit;
- 1.1.6 "Business Day" means any day other than Saturday, Sunday or a statutory holiday in the Province of British Columbia, or day that the LTO is not open for business;
- 1.1.7 "CMHC" means Canada Mortgage and Housing Corporation or any successor thereto;
- 1.1.8 "Covenant" has the meaning stated in Recital C and is the covenant set out in Section 2.1;
- 1.1.9 "CRD" has the meaning stated in Recital C;
- 1.1.10 "Developer" has the meaning stated in Recital A;
- 1.1.11 "Fair Market Value" of an Affordable Unit means the purchase price from time to time which a willing purchaser would pay to a willing vendor, dealing at arm's length from each other, for an Affordable Unit, without the benefit of a parking stall or other parking entitlement;
- 1.1.12 "General Instrument - Part 1" means the General Instrument - Part 1 to which this Terms of Instrument - Part 2 is attached;
- 1.1.13 "Immediate Family" means grandparent, parent, sibling, spouse, common-law partner, son or daughter;
- 1.1.14 "Insured Mortgage" means a mortgage insured pursuant to the *National Housing Act*, R.S.C. 1985, c. N-11;
- 1.1.15 "LTO" means the Land Title Office for the jurisdiction in which an Affordable Unit is located;
- 1.1.16 "Maximum Price " means the sale price for the sale of the Affordable Unit determined in accordance with Schedule "C".
- 1.1.17 "NPO" means the Capital Region Housing Corporation or other non-profit housing organization or Person retained by CRD from time to time to administer the sale of the Affordable Units and to manage the rental of the Affordable Units;
- 1.1.18 "NPO Appraisal" has the meaning stated in Schedule "C";
- 1.1.19 "Option" means the option to purchase and right of first refusal granted by the Owner to CRD in substantially the form attached hereto as Schedule "D";
- 1.1.20 "Owner" means the registered owner of an Affordable Unit from time to time and includes the Developer in its capacity as developer of the Affordable Units until the first conveyance to a Qualified Buyer, and their respective heirs, legal representatives, successors and assigns;
- 1.1.21 "Owner Appraisal" has the meaning stated in Schedule "C";

- 1.1.22 "Permitted Encumbrances" means those charges or encumbrances stated in Schedule "A" and any other encumbrances approved as required by the City of Victoria or Developer from time to time to complete the Strata Development or as in writing by CRD but shall not include any mortgage or other financial encumbrance and shall not include this Agreement;
- 1.1.23 "Person" means any individual, society, corporation, partnership, trustee, administrator, legal representative, Statutory Authority or other legal entity;
- 1.1.24 "Proceeding" has the meaning stated in Section 2.3.1;
- 1.1.25 "Project" means the Strata Development of which the Affordable Units will be a part and comprises all of the Lands referred to in Item 2 of the General Instrument - Part 1;
- 1.1.26 "Qualified Buyer" means an individual who meets the criteria stated in Schedule "B";
- 1.1.27 "Statutory Authority" means any federal, provincial or municipal governmental authority which has jurisdiction over any matter referred to in this Agreement;
- 1.1.28 "Term" means in perpetuity the period commencing on the date of registration of this Agreement in the LTO and ending on the earlier of (a) the date which is ninety- nine (99) years thereafter, and (b) the date of any destruction or statutorily deemed destruction of the Project.

1.2 **Notice of Housing Agreement.** The Owner acknowledges and agrees that:

- 1.2.1 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*;
- 1.2.2 the CRD is required to file a notice of housing agreement in the Land Title Office against title to the Land; and
- 1.2.3 once such notice is filed, this Agreement binds all persons who acquire an interest in the Land as a housing agreement under Section 483 of the *Local Government Act*.

1.3 **Time.** Time will be of the essence of this Agreement. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party. If a time is specified in this Agreement for observing or performing any obligation, such time will be local time in Victoria, British Columbia.

1.4 **Governing Law.** This Agreement will be governed by and construed and enforced in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia.

1.5 **References.** In this Agreement, words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.6 **Construction.** The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the interpretation of this Agreement. The wording of this Agreement will be construed simply, according to its fair meaning, and not strictly for or against any party.

- 1.7 **Validity of Provisions.** If a Court of competent jurisdiction finds that any provision contained in this Agreement is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement which will be construed as if such invalid, illegal or unenforceable provision had never existed and such other provisions will be enforceable to the fullest extent permitted at law.
- 1.8 **No Waiver.** Failure by either party to exercise any of its rights, powers or remedies hereunder or its delay to do so, will not be interpreted as a waiver of those rights, powers or remedies except in the case of a written waiver. No waiver of a particular right will be deemed to be a waiver of that right in any other instance or a waiver of any other right.
- 1.9 **Statutes.** Any reference to a statute and to any regulations under that statute means the statute and regulations as amended or replaced from time to time.
- 1.10 **Remedies.** Any party to this Agreement, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and/or declaratory relief, to enforce its rights under this Agreement. No reference to or exercise of any specific right or remedy under this Agreement or at law or in equity by any party will prejudice or preclude that party from exercising any other such right or remedy. No such right or remedy will be exclusive or dependent upon any other such right or 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.
- 1.11 **Schedules.** The following Schedules are attached to and form integral parts of this Agreement:
- Schedule "A" Permitted Encumbrances
 - Schedule "B" Qualified Buyer Criteria
 - Schedule "C" Maximum Price, Fair Market Value
 - Schedule "D" Option

SECTION 2. SECTION 219 COVENANT AND HOUSING AGREEMENT

- 2.1 **Covenant.** The Owner hereby covenants with CRD that:
- (a) the Affordable Unit will not be sold, assigned or otherwise transferred otherwise than:
 - (i) to a Qualified Buyer;
 - (ii) for a selling price not greater than the Maximum Price;
 - (iii) in accordance with this Agreement and the Option; and
 - (iv) in a way which complies with Section 2.2, or to CRD under the Option;
 - (b) the Affordable Unit will not at any time be subject to a conventional high ratio mortgage or mortgages which, in total, secure an amount which exceeds 95% of the Maximum Price;

- (c) the Owner shall not permit (whether by renting or otherwise) any person other than the Owner and members of the owner's Immediate Family to occupy the Affordable Unit, and shall not use or permit the premises to be used solely for conducting a business or profession;
- (d) the Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement and an Option, if required by the CRD, will be registered against title to the Land in priority to all charges and encumbrances which may have been registered or are pending registration against title to the Land save and except those specifically approved in writing by the CRD or in favour of the CRD,

and the Owner and CRD agree that, subject to Section 2.3 the covenant set out above will be registered as a charge against the Affordable Unit and run with the Affordable Unit for the Term.

2.2 Procedure for Sale of Affordable Unit.

2.2.1 Owner Notifies NPO of Intention to Sell.

If the Owner wishes to sell, assign or otherwise transfer the Affordable Unit, the Owner will do so in accordance with a bona fide arm's length agreement of purchase and sale (or as a court may order in a proceeding to enforce a mortgage of the Affordable Unit) and the Owner will, prior to:

- (a) listing or offering the Affordable Unit for sale; or
- (b) accepting an offer to purchase the Affordable Unit,

deliver to the NPO written notice of their intention to sell an Affordable Unit, such notice to be in the form required by the NPO and determine the Maximum Price in accordance with Schedule "C" attached hereto.

2.2.2 Owner Responsible for Appraisal Costs.

The Owner will be responsible for the cost of both the Owner Appraisal and the NPO Appraisal. If the cost of the NPO Appraisal is initially paid by the NPO, the Owner will reimburse the NPO for the cost of the NPO Appraisal within 30 days after demand by the NPO. If any amount owed by the Owner to the NPO with respect to the NPO Appraisal is not paid prior to the completion of the sale of the Affordable Unit by the Owner, a portion of the sale proceeds equal to the amount owing to the NPO will be deemed to have been irrevocably assigned by the Owner to the NPO.

2.2.3 NPO Notifies Owner of Maximum Selling Price.

Within 7 days after the Fair Market Value of the Affordable Unit has been determined under Schedule "C", the NPO will notify the Owner of the Maximum Price, determined under Schedule "C", at which time the Owner will be permitted to offer to sell the Affordable Unit, which price shall be deemed to be its Maximum Price.

In addition to the Maximum Price, the Owner will be entitled to charge the Qualified Buyer, the Administration Fee.

2.2.4 Owner to Deliver True Copy of Sale Contract to NPO.

For each sale of an Affordable Unit, the Owner will immediately deliver a true copy of any contract of purchase and sale which the Owner may enter into with respect to the sale of the Affordable Unit or any interest therein (the "Sale Contract"). The Owner will deliver to the NPO with the Sale Contract, or upon the request of the NPO, such information with respect to the buyer named in the Sale Contract as the NPO may reasonably require to determine whether the buyer is a Qualified Buyer.

2.2.5 Terms to be Included in Sale Contract.

The Sale Contract will be in writing and will:

- (a) be for a selling price not greater than the Maximum Price of the Affordable Unit;
- (b) include as a true condition precedent that the seller's obligation to sell is subject to the NPO determining and notifying the Owner in writing (within a period of 10 Business Days after the NPO receives a true copy of the Sale Contract) that (1) the Owner has complied with the requirements of this Section 2.2, and (2) the buyer is a Qualified Buyer, failing which the Sale Contract will be null and void; and
- (c) include as a true condition precedent that the seller's obligation to sell is subject to the seller notifying the buyer in writing that the CRD has approved the terms of the sale of the Affordable Unit to the buyer and that the CRD has decided not to exercise its right of first refusal or option to purchase the Affordable Unit with respect to this transaction only;
- (d) require the buyer to execute an agreement with the CRD, as a condition of closing, under which the buyer agrees that its purchase of the Affordable Unit is subject to the terms of this Agreement and the Option.

2.2.6 No Sale after 6 Months Without New Appraisal.

The NPO will not be obligated to review or make any determination with respect to a Sale Contract as stated in subsection 2.2.5(b) above if the date of receipt by the NPO of a true copy of the Sale Contract is after the expiry of the 6-month period during which the Owner is permitted to sell the Affordable Unit. If the 6-month period has expired, the process under Schedule C will begin again, with the Owner giving fresh notice to the NPO of their intention to sell the Affordable Unit.

2.2.7 CRD Will Notify Owner of Change in NPO.

CRD will notify the Owner in writing of any appointment or replacement of an NPO and of the address to which notices to the NPO will be sent.

2.2.8 Fee to NPO

The NPO will be entitled to payment of a fee equal to 0.5% of the gross selling price of an Affordable Unit (the "Administration Fee"), such Administration Fee to be paid on closing

of the sale of such Affordable Unit by the Owner and a portion of the sale proceeds equal to the amount owing to the NPO will be deemed to have been irrevocably assigned by the Owner to the NPO.

2.3 Procedure for Foreclosure.

2.3.1 CRD Right to Market and Sell.

If the Approved Lender or CMHC commences a foreclosure proceeding (the "Proceeding") under an Insured Mortgage of the Affordable Unit the Owner covenants and agrees with CRD that:

- (a) the Owner shall notify CRD of the Proceeding;
- (b) at the time which is the midpoint of any redemption period (the "Redemption Period") ordered in the Proceeding, CRD shall have the right and may apply for an order in the Proceeding, unopposed by the Owner, to market and sell the Affordable Unit in accordance with Section 2.1(a)(i), (ii), (iii) and (iv);
- (c) on receipt of the order in the Proceeding under Section 2.3.1(b) CRD shall have the right to enter into an agreement with a licensed realtor to market and sell the Affordable Unit at the prevailing commission or fee; and
- (d) the Owner shall provide reasonable access to the Affordable Unit by CRD, the licensed realtor and any prospective purchaser of the Affordable Unit for the purpose of repairing, cleaning, appraising, marketing and selling the Affordable Unit.

2.3.2 CMHC Notice to CRD.

In the event that CRD does not sell the Affordable Unit pursuant to Section 2.3.1, CMHC or the Approved Lender may, 120 days after expiry of the Redemption Period ordered in the Proceeding, issue a 30 day notice (the "Notice Period") to CRD to redeem the Insured Mortgage. In the event that CRD does not redeem the Insured Mortgage within the Notice Period, CRD shall cause this Agreement to be discharged from title to the Affordable Unit at the LTO within 7 days of expiry of the Notice Period.

2.3.3 CMHC Sale.

In the event that the Affordable Unit is sold by the Approved Lender or CMHC after discharge of this Agreement from title to the Affordable Unit and such sale generates funds in excess of the balance owing under the Insured Mortgage and related costs, including charges, taxes, commissions and utilities regarding the Affordable Unit, such excess funds shall forthwith be paid to CRD, for its own use absolutely. This Section 2.3.3 shall bind the Owner, the Approved Lender, CMHC (where CMHC has a mortgage loan insurance policy in force for the Affordable Unit) and CRD both before and after discharge of this Agreement from title to the Affordable Unit.

2.4 Procedure for Rental and Recovery of Rent Charges.

2.4.1 Rental Prohibited.

2.4.1.1 All rentals of the Affordable Units are prohibited, except:

- (a) In the case of hardship, as decided by the NPO in its sole discretion, and on making an application to the NPO in the form provided by the NPO, if any, an Affordable Unit may be rented at an Affordable Rate for a period no shorter than six months; or
- (b) If a Qualified Buyer cannot be located, as decided by the NPO in its sole discretion, and on making an application to the NPO in the form provided by the NPO, if any, an Affordable Unit may be rented at an Affordable Rate for a period no shorter than six months.

2.4.1.2 The maximum term of any rental shall be two years, at which point the Affordable Unit must be listed for sale in accordance with section 2.2. Rental may continue at an Affordable Rate at the discretion of the NPO. If hardship continues or a Qualified Buyer cannot be located after this listing, additional sales listings may be required at any time at intervals decided by the NPO at its discretion.

2.4.1.3 Any tenancy shall be governed by an agreement under the *Residential Tenancy Act* (BC) which shall include the following provisions, as material terms to the tenancy agreement:

- (a) permitting the Owner to terminate the tenancy agreement in accordance with the *Residential Tenancy Act* if the tenant uses or occupies, or allows use or occupation of, the Affordable Unit in breach of the use or occupancy restrictions contained in this Agreement;
- (b) explicitly prohibiting the assignability, sub-letting, and use of the Affordable Unit for short term vacation rentals;
- (c) explicitly specifying that only persons named in the tenancy agreement may occupy the Affordable Unit;
- (d) providing that the Owner will have the right, at its option and subject to the *Residential Tenancy Act*, to terminate the tenancy agreement should the tenant remain absent from the Affordable Unit for three consecutive months or longer, notwithstanding the timely payment of rent;
- (e) prohibiting guests residing in the Affordable Unit for more than 30 days, whether or not consecutive, in any 12 month period without the prior written consent of the Owner; and
- (f) prohibiting use of the Affordable Unit for non-residential rentals, assignments, sub-lets, licenses and uses, such as vacation rentals, including such services as AirBNB or Vacation Rental By Owner, short term licenses, or short-stay use of any kind, and business-only premises.

2.4.1.4 The Owner will terminate the tenancy if the tenant uses or occupies, or allows use or occupancy in breach of the use and occupancy restrictions in this Agreement.

2.4.2 Rent Charge and Acknowledgement.

2.4.2.1 The Owner acknowledges that the CRD requires affordable housing to ensure prosperity and economic growth for the residents of the Capital Region. The Owner acknowledges the purpose of the Affordable Unit is to provide affordable housing to residents of the Capital Region, and it is not to be used for a short term vacation rental or left as a vacant home. The Owner therefore agrees that for each day an Affordable Unit is occupied in breach of this Agreement, the Owner will pay to the CRD \$150 for each day on which the breach has occurred and continues to occur, as liquidated damages and not as a penalty, due and payable at the offices of the CRD on the last day of the calendar month in which the breach occurred. The \$150 per day amount will increase on January 1 of each year by the amount calculated by multiplying the amount per day payable on the previous January 1 by the percentage increase between that previous January 1 and the immediately preceding December 31 in the CCPI.

2.4.2.2 The Owner hereby grants to the CRD a rent charge under s. 219 of the *Land Title Act* (British Columbia), and at common law, securing payment by the Owner to the CRD of the amount payable by the Owner pursuant to section 2.4.2 of this Agreement. The Owner agrees that the CRD, 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 CRD in law or in equity.

SECTION 3. INDEMNITY AND RELEASE

- 3.1 **Indemnity.** The Owner indemnifies the CRD and its officers, directors, employees and agents and their respective heirs, executors, administrators, personal representatives, successors and assigns from any claims which anyone has or may have against the CRD or which the CRD incurs as a result of any loss, damage, deprivation, enrichment or injury, including economic loss, arising out of or connected with the restrictions or requirements of this Agreement, the breach of any covenant in this Agreement, the granting of any approvals or advice or direction respecting the sale of the Affordable Unit or use of the Affordable Unit given to the Owner by any of them or by the NPO.
- 3.2 **Release.** The Owner releases CRD and its officers, directors, employees and agents and their respective heirs, executors, administrators, personal representatives, successors and assigns absolutely and forever, from any claims the Owner may have against all or any of them for costs, expenses or damages the Owner may suffer, incur or be put to arising out of or in connection with this Agreement and from all claims arising out of or connected with the restrictions or requirements of this Agreement, the breach of any covenant in this Agreement, the granting of any approvals or advice or direction respecting the sale of the Affordable Unit or use of the Affordable Unit given to the Owner by any of them or by the NPO.

**SECTION 4.
GENERAL PROVISIONS**

- 4.1 **Discharge of Covenant on Strata Lots not designated as Affordable Units.** The parties agree that this Agreement is intended to only apply to the four (4) strata lots to be designated by the Developer as the Affordable Units upon the filing of the strata plan for the Strata Development and concurrently with filing of the strata plan for the Strata Development this Covenant, the Rent Charge and the Option to Purchase shall be discharged from title to all of the strata lots and the common property except for the four (4) Affordable Units designated by the Developer, and this Agreement will only charge the Affordable Units. The parties will execute all such documents as may be required to complete the foregoing discharges.
- 4.2 **Notices.** Unless otherwise specified, each notice to the Owner must be given in writing and delivered personally or by courier to the Owner at its address shown on title to the Affordable Unit as registered in the LTO from time to time. Unless otherwise specified, each notice to CRD must be given in writing and delivered personally or by courier to CRD, Attention: Manager Real Estate Services, at the address shown on the General Instrument - Part 1 or to such other address or addresses or person or persons as CRD may designate. Notices will be deemed to have been received when delivered.
- 4.3 **Fees.** Each of the Owner and CRD will pay its own legal fees.
- 4.4 **Enuring Effect.** This Agreement will enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns as the case may be of the Owner and CRD, provided that the Owner shall not be liable for any breach of the covenant contained in Section 2.1 except as such liability relates to the period of ownership of an Affordable Unit by the Owner.
- 4.5 **Registration.** This Agreement will be registered against title to the Lands initially and then shall be restricted to the titles to the Affordable Units upon filing of a strata plan of the Lands in the LTO subject only to Permitted Encumbrances.
- 4.6 **Discharge.** On expiry of the Term, the Owner may require that CRD execute and deliver to the Owner a release in registrable form of the Covenant and the Option.
- 4.7 **Amendment.** This Agreement may only be amended by written agreement of the parties.
- 4.8 **Counterparts.** This Agreement and any amendment, supplement, restatement or termination of any provision of this Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered is an original, but all of which taken together constitute one and the same instrument.

IN WITNESS WHEREOF the parties have duly executed this Agreement by signing the General Instrument - Part 1.

CONSENT AND PRIORITY AGREEMENT

VANCOUVER CITY SAVINGS CREDIT UNION, as the registered holder of charges by way of Mortgage and Assignment of Rents against the Lands, which said charges are registered in the Land Title Office at Victoria, British Columbia, under numbers CA6268732 and CA6268733, respectively (the "**Existing Charges**"), for and in consideration of the sum of One Dollar (\$1.00) (the receipt whereof is hereby acknowledged), agrees with the Owner and the City that the within Section 219 Covenant and Rent Charge shall be encumbrances upon the Lands in priority to the Existing Charges in the same manner and to the same effect as if they had been dated and registered prior to the Existing Charges.

SCHEDULE "A"
PERMITTED ENCUMBRANCES

Legal Notations:

HERITAGE STATUS NOTICE, LOCAL GOVERNMENT ACT, SEE EV9841

Charges, Liens and Interests:

RESTRICTIVE COVENANT
Registration Number: 53582G
Remarks: D.D. 32334I

SCHEDULE "B"
QUALIFIED BUYER CRITERIA

1. Sale of an Affordable Unit by the Developer:

In the case of the sale of an Affordable Unit by the Developer, a Qualified Buyer means:

- (a) For the two (2) one-bedroom Affordable Units and not the two (2) three-bedroom Affordable Units, be a first time home buyer, being a buyer who has not owned a principal residence for at least 5 years immediately prior to the date of purchase of an Affordable Unit;
- (b) a resident of the Capital Regional District from time to time, for at least one year immediately prior to the date of purchase of an Affordable Unit;
- (c) A person who provides Proof of Income that annual gross Income, for at least one year immediately prior to the date of purchase of an Affordable Unit:
 - i. for a one bedroom, is at most a moderate income as defined by the Victoria Housing Strategy, currently \$85,000 in 2022; or
 - ii. for a three bedroom, is at most 10% below the middle income cut-off as set by BC Housing for families with children, currently \$156,420 in 2022; and
- (d) a person who intends to immediately use and occupy the Affordable Unit as their principal residence and not rent or lease the Affordable Unit to any other person, nor leave the unit vacant, use it solely for a business or profession, or use it as a short-term vacation rental property of any kind

it being understood and agreed that preferential consideration may be given to a person who meets all of the above criteria and all or some of the following criteria:

- (a) a person who does not own a vehicle; and
- (b) a person who satisfies such other criteria as may be applied by the NPO and CRD from time to time.

2. Sale of an Affordable Unit by an Owner other than the Developer:

In the case of the sale of an Affordable Unit by an Owner other than the Developer, a Qualified Buyer means:

- (a) for the two (2) one-bedroom Affordable Units and not the two (2) three-bedroom Affordable Units, a first time home buyer, being a buyer who has not owned a principal residence for at least 5 years immediately prior to the date of purchase of an Affordable Unit;
- (b) a resident of the Capital Regional District from time to time, for at least one year immediately prior to the date of purchase of an Affordable Unit;

- (c) a person who provides Proof of Income that annual gross Income is between the range set from time-to-time by the NPO in its sole discretion (which shall not be appealed) for at least one year immediately prior to the date of purchase of an Affordable Unit, it being understood and agreed that the NPO may, from time to time, grant an exemption from or vary such requirement if, in the opinion of the NPO and having regard to prevailing market conditions, such exemption or variation is consistent with the continued use and availability of the Affordable Unit as affordable housing; and
- (d) a person who intends to immediately use and occupy the Affordable Unit as their principal residence and not rent or lease the Affordable Unit to any other person, nor leave the unit vacant, use it solely for a business or profession, or use it as a short-term vacation rental property of any kind.

For the purpose of Schedule B:

"Income" means the total income before income tax from all sources of all persons intending to live in an Affordable Unit including, without limitation:

- (a) all income from earnings, including commissions and tips;
- (b) all income from all public and private pension plans, old age security and guaranteed income supplement;
- (c) all income received under the *Employment and Assistance Act* and the *Employment and Assistance for Persons with Disabilities Act*;
- (d) disabled veteran's allowance;
- (e) alimony;
- (f) child support;
- (g) workers' compensation benefits;
- (h) employment insurance; and
- (i) Income from Assets,

but excluding the following:

- (a) child tax benefit;
- (b) capital gains, such as insurance settlement, inheritances, disability awards and sale of effects in the year they are received;
- (c) the earnings of a person aged 18 and under;
- (d) student loans, student loan equalization payments and student grants but excluding non-repayable training allowances, research fellowships or similar grants;

- (e) shelter aid for elderly renters (SAFER) or rental assistance program (RAP) payments received prior to purchasing an Affordable Unit;
- (f) GST rebates;
- (g) taxable benefits received through employment;
- (h) government provided daycare allowance; and
- (i) payments for foster children, or child in home of relative (CIHR) income under the *Employment and Assistance Act*.

"Income from Assets" means computing income from assets of all persons intending to live in an Affordable Unit at a percentage per annum as determined by CRD, excluding the first \$62,051.00 in assets of such persons, based on November 1, 2018 dollars, indexed over time by reference to changes from time to time in the consumer price index (all items, British Columbia) or if such consumer price index is no longer published, such substitute and comparable index as the NPO may designate.

"Proof of Income" means a tax return filed with Canada Revenue Agency or a notice of assessment from Canada Revenue Agency under the *Income Tax Act*.

SCHEDULE "C"
MAXIMUM PRICE, FAIR MARKET VALUE

The Maximum Price shall be determined as follows:

1. Within 7 days after the Owner delivers the notice, as required by section 2.2.1, the Owner will select an Appraiser to be retained by the Owner to undertake an appraisal (the "Owner Appraisal") of the Fair Market Value of the Affordable Unit. The Owner will deliver a copy of the Owner Appraisal to the NPO within 7 days after the Owner receives the Owner Appraisal.
2. If the Owner and the NPO agree within 7 days after the Owner Appraisal is delivered to the NPO that the Fair Market Value of the Affordable Unit is as stated in the Owner Appraisal, the Fair Market Value stated in the Owner Appraisal, less 20%, will be the maximum price at which the Owner will be permitted to sell the Affordable Unit during a period of 6 months commencing on the effective date of the Owner Appraisal.
3. If the Owner and the NPO do not agree within 7 days (the "Appraisal Review Period") after the Owner Appraisal is delivered to the NPO that the Fair Market Value of the Affordable Unit is as stated in the Owner Appraisal, the NPO will retain its own Appraiser to undertake an appraisal (the "NPO Appraisal") of the Fair Market Value of the Affordable Unit in which case the average of the Fair Market Value stated in the Owner Appraisal and the NPO Appraisal, less 20%, will be the maximum price at which the Owner will be permitted to sell the Affordable Unit during a period of 6 months commencing on the effective date of the NPO Appraisal.
4. The NPO will deliver a copy of the NPO Appraisal to the Owner within 7 days after the NPO receives the NPO Appraisal.
5. If the NPO Appraisal is not delivered to the Owner within 30 days after the end of the Appraisal Review Period, the Fair Market Value stated in the Owner Appraisal, less 20%, will be the maximum price at which the Owner will be permitted to sell the Affordable Unit during a period of 6 months commencing on the effective date of the Owner Appraisal.



SCHEDULE "D"

1. Application

Mullin DeMeo Wirk Law Corporation
1626 Garnet Road
Victoria BC V8P 3C8
(250) 477-3327

Fax: (250) 477-0980
Email: lawyers@mdlawcorp.com
File: 97924 / Lions West Homes / Dev 902 Foul Bay /JDM/sl
(CRD - First Refusal Option to Purchase s. 219 Covenant)

2. Description of Land

PID/Plan Number	Legal Description
007-652-674	BLOCK G, SECTION 68, VICTORIA DISTRICT, PLAN 1247

3. Nature of Interest

Type	Number	Additional Information
RIGHT OF FIRST REFUSAL		Person Entitled to Interest: Transferee Document Reference: Entire Document except Part IV
PRIORITY AGREEMENT		Priority Agreement granting the Right of First Refusal contained hereto priority over Mortgage CA6268732 and Assignment of Rents CA6268733 Person Entitled to Interest: Transferee Document Reference: Page 16
OPTION TO PURCHASE		Person Entitled to Interest: Transferee Document Reference: Entire Document except Part III
PRIORITY AGREEMENT		Priority Agreement granting the Option to Purchase contained hereto priority over Mortgage CA6268732 and Assignment of Rents CA6268733 Person Entitled to Interest: Transferee Document Reference: Page 16

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

LIONS WEST HOMES LTD., NO.BC1041886, (AS TO SECTION 219 COVENANT)
VANCOUVER CITY SAVINGS CREDIT UNION, NO.FI 97, (AS TO PRIORITY AGREEMENT)

6. Transferee(s)

CAPITAL REGIONAL DISTRICT
625 FISGARD STREET
VICTORIA BC V8W 1R7



7. Additional or Modified Terms

8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)


JOHN D. MULLIN
BARRISTER & SOLICITOR
1626 GARNET ROAD
VICTORIA, BC V8P 3C8

YYYY-MM-DD

2022-06-17

LIONS WEST HOMES LTD.
By their Authorized Signatory


Name: Nenad Barjaktarovic

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

VANCOUVER CITY SAVINGS CREDIT UNION
By their Authorized Signatory

Name:

Name:

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



Land Title Act
Charge
General Instrument – Part 1

Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

CAPITAL REGIONAL DISTRICT
By their Authorized Signatory

Name:

Name:

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

TERMS OF INSTRUMENT - PART 2

RIGHT OF FIRST REFUSAL AND OPTION TO PURCHASE

WHEREAS:

- A. The Owner is the registered owner in fee-simple of those lands and premises located within the Capital Regional District, in the Province of British Columbia, more particularly described as:
- PID: 007-652-674
BLOCK G, SECTION 68, VICTORIA DISTRICT, PLAN 1247
(the "Lands")
- B. The Owner has entered into a Housing Agreement with the Capital Regional District (the "CRD") under section 483 of the *Local Government Act* and has granted to the CRD a Covenant under section 219 of the *Land Title Act* with registration number _____ relating to certain restrictions on the use of the Land (collectively, the "Housing Agreement");
- C. Pursuant to the terms of the Housing Agreement, the Owner has agreed to use and occupy the Lands for the purposes of the Affordable Units on the Lands; and
- D. In order to ensure that the Affordable Unit is occupied and disposed of in accordance with the Housing Agreement, the Owner agrees to grant to the CRD a right of first refusal to purchase and an option to purchase the Affordable Unit on the terms and conditions set out in this Agreement.

THIS AGREEMENT is evidence that in consideration of the mutual promises contained in it and in consideration of the payment of \$2.00 by the CRD to the Owner, the receipt of sufficiency of which is hereby acknowledged by the Owner, the parties agree as follows:

PART I – DEFINITIONS

1. In this Agreement the following words have the following meanings:
- a. "Affordable Unit" means a Dwelling Unit designated as an affordable unit in accordance with the Housing Agreement, to be used, occupied and Disposed of in accordance with the Housing Agreement.
 - b. "Agreement" means this Agreement together with the General Instrument.
 - c. "Approved Lender" means an "approved lender" (as defined in the *National Housing Act*, R.S.C. 1985, c. N-11) which holds an Insured Mortgage of an Affordable Unit.
 - d. "Bona Fide Offer" means an offer to purchase the Owner's Interest in the Affordable Unit:
 - i. in writing;

- ii. signed by an Outside Offeror;
 - iii. in a form legally enforceable against the Outside Offeror and subject to no conditions except for the CRD's Subjects;
 - iv. for a purchase price that is at or below the Maximum Price;
 - v. providing that if the CRD does not exercise its right of first refusal as set forth in this Agreement, the Outside Offeror will grant to the CRD a right of first refusal and option to purchase the Lands upon the same terms and conditions as are set forth in this Agreement;
 - vi. providing that the Outside Offeror will not assign or transfer the contract for the purchase of the Affordable Unit; and
 - vii. confirming that the Outsider Offeror has read and understood the terms of this Agreement, the Housing Agreement and all other charges in favour of the CRD that are registered in the LTO against the Lands and that the Outside Offeror agrees to be bound by the owner's obligations pursuant to such charges.
- e. "Business Day" means Monday to Friday inclusive except for those excluded days declared by lawful authority as holidays, excluding any date that the LTO is not open for business.
- f. "Closing Date" means the 30th day after the Notice Date, or the first Business Day thereafter that the LTO is open for business to the public.
- g. "CRD's Subjects" mean the following clauses:

The obligation of the seller to complete the transaction contemplated herein is subject to the following (the "Seller's Conditions"):

- i. the seller notifying the buyer in writing, not later than fifteen (15) Business Days that the Capital Regional District has approved the terms of the sale of the Land to the buyer and that the Capital Regional District has decided not to exercise its right of first refusal and option to purchase the Land with respect to this transaction only; and
- ii. the Capital Regional District determining and notifying the Owner in writing no later than fifteen (15) Business Days that the Owner has complied with the requirements of the Housing Agreement regarding the sale, and that Capital Regional District is satisfied that the buyer is a Qualified Buyer as defined in the Housing Agreement.

The Seller's Conditions are for the sole benefit of the seller and may be satisfied by the seller by notice in writing to the buyer. If the Seller's Conditions are not satisfied on or before the date specified for their removal, this agreement will automatically be terminated, the deposit will be returned to the buyer, and neither party will have any further obligation to the other under this agreement.

- h. "Dispose" means to transfer by any method, and includes assign, give, sell, grant, charge, convey, bequeath, devise, lease, rent or sublet, divest, release, and agree to do any of those things.
- i. "Dwelling Units" means all residential dwelling units located or to be located on the Land whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, into which ownership or right of possession or occupation of the Land may be Subdivided.
- j. "Environmental Law" means any applicable federal, provincial or municipal laws pertaining to the presence, handling, release or removal of Hazardous Substances.
- k. "General Instrument" means the Form C under the Land Title (Transfer Forms) Regulation, to which this Agreement is attached.
- l. "Hazardous Substances" collectively means contaminants, pollutants or other substances which are hazardous or dangerous to the health of humans, animals or plants or to the environment and includes substances defined as hazardous substances or special waste under any law, regulation or order of a Statutory Authority.
- m. "Insured Mortgage" means a mortgage insured pursuant to the *National Housing Act*, R.S.C. 1985, c. N-11.
- n. "Interest" means the property interest of the Owner in the Affordable Unit.
- o. "LTO" means the Victoria Land Title Office or its successor.
- p. "Maximum Price" has the meaning given to it in the Housing Agreement.
- q. "Notice" means any written notice which CRD may deliver to the Owner under Section 8.
- r. "Notice Date" means the day on which the Owner is deemed by Section 41 to have received the Notice.
- s. "Outside Offeror" means a purchaser or prospective purchaser of the Affordable Unit who deals at arm's length with the vendor of the Affordable Unit.
- t. "Owner" means the Transferor described in the General Instrument and any subsequent owner of the Land or of any part into which the Land is Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Unit from time to time.
- u. "Option Purchase Price" has the meaning given to it at section 12.
- v. "Personal Property" means all lighting fixtures, appliances, equipment, cabinetry, affixed carpeting, drapes and blinds located within an Affordable Unit (except to the extent otherwise agreed in writing by CRD) but does not include an Owner's personal effects.

- w. "Permitted Encumbrances" means those charges or encumbrances stated in Schedule "A" and any other encumbrances approved in writing by CRD but shall not include any mortgage or other financial encumbrance and shall not include this Agreement.
 - x. "Person" means any individual, society, corporation, partnership, trustee, administrator, legal representative, Statutory Authority or other legal entity.
 - y. "Project" means the Strata Development of which the Affordable Units will be a part and comprises all of the Lands referred to in Item 2 of the General Instrument - Part 1.
 - z. "Property" means the Affordable Unit and all Personal Property within the Affordable Unit.
 - aa. "Qualified Buyer" means an individual who meets the criteria stated in Schedule "B" of the Housing Agreement registered against title to the Land.
 - bb. "Subdivide" means to divide, apportion, consolidate or subdivide the Land, or the ownership or right to possession or occupation of the Land into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of "cooperative units" or "shared interests in land" as defined in the *Real Estate Act*.
 - cc. "Transfer" means an instrument in a statutorily prescribed form by which the Owner transfers title to the Affordable Unit to CRD.
 - dd. "Transaction" means transfer of an Affordable Unit from the Owner to CRD.
2. **Schedules**. The following Schedules are attached to and form integral parts of this Agreement:

Schedule "A" Permitted Encumbrances

PART II – GENERAL

- 3. During the Term, the Owner covenants and agrees that the Owner will not Dispose of its Interest in any Affordable Unit unless such Interest is Disposed of in accordance with this Agreement and the Housing Agreement.
- 4. The Owner will not Dispose of its Interest in the Affordable Unit other than to the CRD or to an Outside Offeror pursuant to a Bona Fide Offer.
- 5. Provided that the Owner is not in breach of any of its obligations under this Agreement or under the Housing Agreement, at the request of the Owner and the Owner's sole expense, the CRD will deliver to the Owner discharges of this Agreement in registrable form for each Dwelling Unit that:
 - a. is a separate legal parcel; and is not an Affordable Unit; and
 - b. is not an Affordable Unit.

PART III – RIGHT OF FIRST REFUSAL

6. The Owner covenants and agrees as follows:

- a. the Owner will not sell or offer to sell the Affordable Unit for any consideration not consisting entirely of lawful money of Canada;
- b. if the Owner receives an offer to purchase the Affordable Unit (the "Offer") which the Owner is willing to accept, then the Owner will offer to sell the Affordable Unit to the CRD on the terms that are set out in Part 5 of this Agreement, by giving to the CRD a notice in writing (the "RFR Notice") attached to a copy of the Offer. The CRD will have the exclusive right for ten (10) Business Days (the "Election Period") from the date on which the CRD receives from the Owner the RFR Notice and a copy of the Offer within which to purchase the Affordable Unit on the terms set out in Part V of this Agreement. The Owner agrees that the CRD's Election Period to purchase the Affordable Unit will not start to run until the Owner gives to the CRD notice of the Offer;
- c. If the CRD wishes to exercise this right of first refusal, the CRD will give the Owner written notice of such exercise on or before the end of the Election Period.
- d. If the CRD does not exercise this right of first refusal with respect to a specific Offer, the CRD's rights under this right of first refusal with respect to the particular Offer will be waived, but only if the Offer is a Bona Fide Offer and only if the terms of sale between the Outside Offeror and the Owner are in strict compliance with the terms stated in the Offer, and if the Owner complies with the following requirements:
 - i. the Owner delivers to the CRD, within 10 Business Days after the delivery of the RFR Notice written proof, satisfactory to the CRD, in its sole discretion and including but not limited to the information required under Schedule B of the Housing Agreement, that the purchaser is a Qualified Buyer, and that the person agrees to be bound by all the agreements in favour of the CRD which affect the Affordable Unit, including but not limited to the Housing Agreement;
 - ii. the Owner does not remove the second part of the CRD's Subject until such time as the CRD informs the Owner that it is satisfied with the information provided pursuant to sub-section 5.d.i herein;
 - iii. at least 5 Business Days before completion of the sale pursuant to the Bona Fide Offer the Owner delivers to the CRD the following:
 - (1) written proof, satisfactory to the CRD, in its sole discretion, that the purchase price payable under the Bona Fide Offer is the Maximum Price;

- (2) a signed Form C granting to the CRD an option to purchase and a right of first refusal to purchase the Affordable Unit (the "New Form C") on substantially the same terms as set out in this Agreement, with such amendments as the CRD may reasonably require;
- (3) a discharge of this Agreement (the "Discharge") for execution by the CRD;
- (4) undertakings from the solicitor or notary for the Outside Offeror (the "Legal Representative") on terms satisfactory to the CRD, including that:
 - (a) the Legal Representative will only register the Discharge if it is done concurrently with the registration of the New Form C;
 - (b) the Legal Representative will ensure that the New Form C is registered against the Affordable Unit in priority to all mortgages and other financial liens, charges and encumbrances, except for any charges in favour of the CRD;
 - (c) forthwith after registration of the New Form C, provide to the CRD copies of the Discharge and the New Form C with registration particulars endorsed thereon, and a copy of the State of Title Certificate for the Land confirming registration of the New Form C; and
- (5) a copy of the vendor's statement of adjustments for the Affordable Unit certified to be true by the Legal Representative; and
- iv. upon request by the CRD, the Owner delivers to the CRD such further evidence as the CRD may reasonably require to confirm the purchase price of the Affordable Unit, and to confirm that the Outside Offeror has granted to the CRD an option to purchase and a right of first refusal to purchase the Affordable Unit.

PART IV – GRANT OF OPTION

- 7. The Owner hereby grants CRD an exclusive and irrevocable option to purchase the Property at the Option Purchase Price in accordance with Parts IV and V of this Agreement.
- 8. CRD may exercise the Option only if the Owner:
 - a. defaults in its obligations under the Housing Agreement; or
 - b. acquired the Affordable Unit from a previous Owner for a price which was, as of the date of closing of that transaction, greater than the Maximum Price or if the Owner was not, as of that date, a Qualified Buyer;
 - c. delivers the RFR Notice; or

- d. defaults in its obligations under any mortgage of the Affordable Unit.
- 9. CRD may exercise the Option by delivering notice of exercise of the Option to the Owner (the "Notice").
- 10. From and after the Notice Date, this Agreement and the Notice will together constitute a binding and enforceable contract between the Owner and CRD for the purchase and sale of the Affordable Unit in accordance with the terms and conditions of Part IV and V.

PART V – PURCHASE AND SALE

- 11. **Purchase and Sale** Subject to the terms and conditions of this Part V and relying on the warranties and representations herein set out, the Owner agrees to sell and CRD agrees to purchase the Property on the Closing Date for the Option Purchase Price, and the Owner agrees that, at the request of CRD, it will transfer registered title to the Property to CRD or such other Person as CRD may designate.
- 12. **Option Purchase Price** Subject to adjustments as provided in this Agreement, the option to purchase price (the "Option Purchase Price") under the Option to Purchase shall be:
 - a. 95% of the Maximum Price; or
 - b. if the Owner has granted a bona fide arm's length mortgage or mortgages of the Affordable Unit to an Approved Lender which, as at the Closing Date, secures in aggregate an amount which exceeds 95% of the Maximum Price, the amount owing under and required to discharge the mortgage or mortgages to the Approved Lender as at the Closing Date.
- 13. **Repair and Maintenance** From and after the Notice Date to the Closing Date, the Owner will take good care of the Property, will carry out all necessary repairs, maintenance, and replacements, will take reasonable care to protect and safeguard the Property and will in all other respects deal with the Property so that the warranties and representations of the Owner set out in this Agreement remain true and correct.
- 14. **Insurance** From and after the Notice Date to the Closing Date, the Owner will ensure that all policies of insurance with respect to the Property remain in full force and effect.
- 15. **Representations** The Owner hereby represents and warrants to, and covenants and agrees with the CRD, to transfer the Property to the CRD on the condition that as at the Closing Date that:
 - i. the Owner has not used the Affordable Unit or permitted any use of the Affordable Unit to store, manufacture, dispose of, emit, spill, leak, generate, transport, produce, process, release, discharge, landfill, treat or remediate any Hazardous Substances, including anything the storage, manufacture, disposal, emission, discharge, treatment, generation, use, transport, remediation or release into the environment of which is now or at any time after the execution of this Agreement is prohibited, controlled, regulated or licensed under Environmental Laws;

- ii. the Owner has not caused or permitted the storage, manufacture, disposal, emission, spilling, leakage, treatment, generation, transportation, production, processing, release, discharge, landfilling, treatment or remediation of any Hazardous Substances in, on, under or from the Affordable Unit;
 - iii. the Owner has at all times used the Affordable Unit in compliance with all Environmental Laws;
 - iv. the Owner will indemnify and save harmless the Regional District, and its elected and appointed officials, officers, employees and agents, from and against any and all actions, causes of action, liabilities, demands, losses, damages, costs (including remediation costs and costs of compliance with any law, and legal fees and disbursements), expenses, fines and penalties, suffered or incurred by the CRD by reason of a breach of any representation or warranty, covenant or agreement of the Owner set forth in this Agreement. This obligation will survive the termination of this Agreement.
- 16. **Risk** The Property will be at the risk of the Owner up to the time the Transfer is submitted for registration at the LTO on the Closing Date and will be at the risk of CRD after the time the Transfer is submitted for registration at the LTO on the Closing Date.
- 17. **Damage** If, prior to the time the Transfer is submitted for registration at the LTO, any damage occurs to the Property or any of the assets comprising the Property, CRD, by notice to the Owner, may elect to postpone the Closing Date for a period of not more than 30 days and may also elect:
 - a. not to acquire the Property, in which case neither party will have any further obligation to the other under this Part V pertaining to that particular Notice; or
 - b. that the Owner assign to CRD the Owner's right to receive any and all insurance proceeds payable with respect to the damage, subject to any bona fide loss payee designation, in which case the Owner will execute and deliver to CRD an assignment satisfactory to CRD.
- 18. **Construction Warranties** From and after the Closing Date, the Owner will assign to CRD all the Owner's rights under all warranties, guarantees or contractual obligations against any contractor or supplier who was engaged in the construction, renovation, or repair of all or any part of the Property or any improvement to the Property. CRD's acceptance of this assignment will not represent a waiver by CRD of the Owner's covenants, agreements, representations and warranties set out in this Agreement.
- 19. **Owner's Covenants** The Owner will:
 - a. take all proper actions and proceedings on its part to enable the Owner to transfer a good and marketable title of the Property to CRD or such Person as CRD may designate, free and clear of all encumbrances other than Permitted Encumbrances;

- b. deliver vacant possession of the Property to CRD or such Person as CRD may designate on the Closing Date, subject to prior receipt of the Option Purchase Price by the Owner;
 - c. not, from and after the Notice Date to the Closing Date, sell, transfer, dispose of or remove from the Affordable Unit any Personal Property; and
 - d. both before and after the Closing Date do such other things as CRD may reasonably require for transferring to and vesting in CRD or such Person as CRD may designate title to the Affordable Unit as contemplated by this Part V.
20. **Documents** CRD will prepare the documents necessary to complete the Transaction which will be in a form and substance reasonably satisfactory to CRD and its lawyers.
21. **Adjustments and Credits** The Owner and CRD will adjust, as at the Closing Date, all usual adjustments for a property similar to the Property including taxes, utility rates and any moneys owing to the strata corporation formed in respect of the Project.
22. **Closing** The Owner and CRD will complete the Transaction on the Closing Date at the offices of CRD or its lawyers.
23. **Owner's Closing Documents** At the closing, the Owner will deliver to CRD the following duly executed documents:
- a. the Transfer;
 - b. a vendor's statement of adjustments;
 - c. if required, a bill of sale for the Personal Property and all other deeds, transfers, assignments, resolutions, consents, estoppels and other certificates and assurances as CRD may reasonably require;
 - d. a statutory declaration of the Owner that the Owner is a resident of Canada within the meaning of the Income Tax Act (Canada);
 - e. a certificate in confirmation that the sale of the Affordable Unit to CRD is exempt from taxes under the *Excise Tax Act* (the "GST") or, alternately, a certified cheque or bank draft payable to CRD in an amount equal to the GST payable by CRD on the Option Purchase Price; and
 - f. unless waived in writing by CRD, a certified cheque or bank draft payable to CRD in the amount, if any, by which the moneys owing under and required to discharge any mortgage or mortgages of the Affordable Unit exceed the Option Purchase Price as adjusted under Section 21.
24. **CRD's Closing Documents** At the closing, CRD will deliver to the Owner:
- a. a purchaser's statement of adjustments; and
 - b. a cheque for the Option Purchase Price, as adjusted under Section 21.

25. **Tabling** Except for the Transfer, all documents and cheques will be tabled at the closing. CRD will cause its lawyers, on the Closing Date, to conduct a pre-registration index search of the Affordable Unit at the LTO. If that search indicates that no liens, charges or encumbrances have been registered or filed in respect of the Affordable Unit except for Permitted Encumbrances and encumbrances which the lawyers for the Owner have undertaken to discharge, the lawyers for CRD or their agents shall submit the Transfer for registration and then conduct a post-filing registration index search. If that search indicates that no liens, charges or encumbrances have been registered or filed in respect of the Affordable Unit since the pre-filing registration index search, all documents and payments will be released to each of the Owner and CRD according to the entitlement of each of them.
26. **Reimbursement** If CRD waives payment on the Closing Date of the amount referred to in Section 23.f., the Owner shall pay such amount to CRD, on demand, with interest thereon at the rate of eighteen percent (18%) per annum, compounded monthly, from the Closing Date to the date of payment.
27. **Survival** All the representations, warranties, covenants and agreements of the Owner and CRD contained in this Agreement will survive the Closing Date, registration of documents, and the payment of the Option Purchase Price.

PART VI – INTERPRETATION

28. **Time** Time will be of the essence of this Agreement. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party. If a time is specified in this Agreement for observing or performing any obligation, such time will be local time in Victoria, British Columbia.
29. **Governing Law** This Agreement will be governed by and construed and enforced in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia.
30. **References** In this Agreement, words importing the singular include the plural and vice versa, and words importing gender include all genders.
31. **Construction** The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the interpretation of this Agreement. The wording of this Agreement will be construed simply, according to its fair meaning, and not strictly for or against any party.
32. **Validity of Provisions** If a Court of competent jurisdiction finds that any provision contained in this Agreement is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement which will be construed as if such invalid, illegal or unenforceable provision had never existed and such other provisions will be enforceable to the fullest extent permitted at law.
33. **No Waiver** Failure by either party to exercise any of its rights, powers or remedies hereunder or its delay to do so, will not be interpreted as a waiver of those rights, powers or remedies except in the case of a written waiver. No waiver of a particular right will be deemed to be a waiver of that right in any other instance or a waiver of any other right.

34. **Statute.** Any reference to a statute and to any regulations under that statute means the statute and regulations as amended or replaced from time to time.
35. **Remedies** Any party to this Agreement, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and/or declaratory relief, to enforce its rights under this Agreement. No reference to or exercise of any specific right or remedy under this Agreement or at law or in equity by any party will prejudice or preclude that party from exercising any other such right or remedy. No such right or remedy will be exclusive or dependent upon any other such right or 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.

PART VII – MISCELLANEOUS

36. **CRD Not Obligated to Exercise Right of First Refusal or Option** The Owner acknowledges and agrees that the CRD is under no obligation to exercise the rights granted under this Agreement.
37. **Duration of Option and Right of First Refusal** The option to purchase and right of first refusal hereby granted and the right of first refusal granted by this Agreement are effective until the date that is 80 years less a day after the date on which Form C referring to this Agreement is deposited for registration in the LTO, provided that if the perpetuity period for the Agreement as specified in the *Perpetuity Act* is increased or decreased in length than the term of this Agreement will be increased or decreased accordingly.
38. **Powers Unaffected** This Agreement does not:
- a. affect or limit the discretion, rights, duties or powers of the CRD under any enactment or at common law, including in relation to the use or subdivision of the Land;
 - b. impose on the CRD 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 Land; or
 - d. relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.
39. **Agreement for Benefit of CRD Only** The Owner and the CRD agree that;
- a. this agreement is entered into only for the benefit of the CRD;
 - 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 Property, the Land or the building or any portion thereof, including any Affordable Unit;
 - c. the CRD 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.

40. **No Public Law Duty** Where the CRD is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the CRD is under no public law duty of fairness or natural justice in that regard and agrees that the CRD may do any of those things in the same manner as if it were a private party and not a public body.
41. **Notices** Unless otherwise specified, each notice to the Owner must be given in writing and delivered personally or by courier to the Owner at its address shown on title to the Affordable Unit as registered in the LTO from time to time. Unless otherwise specified, each notice to CRD must be given in writing and delivered personally or by courier to CRD, Attention: Manager Real Estate Services, at the address shown on the General Instrument - Part 1 or to such other address or addresses or person or persons as CRD may designate. Notices will be deemed to have been received when delivered.
42. **Fees** Each of the Owner and CRD will pay its own legal fees.
43. **Costs** Unless otherwise specified in this Agreement, the Owner will comply with all the requirements of this Agreement at its own cost and expense and will pay to the CRD, on request, all reasonable costs or expenses it incurs in connection with this Agreement.
44. **Enuring Effect** This Agreement will enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns as the case may be of the Owner and CRD.
45. **Further Assurance** Upon request by the CRD, the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the CRD to give effect to this Agreement.
46. **Registration** This Agreement will be registered against title to the Lands initially and then shall be restricted to the titles to the Affordable Units upon filing of a strata plan of the Lands in the LTO subject only to Permitted Encumbrances.
47. **Discharge** On expiry of the Term, the Owner may require that CRD execute and deliver to the Owner a release in registrable form of the Covenant and the Option.
48. **Amendment** This Agreement may only be amended by written agreement of the parties.
49. **Counterparts** This Agreement and any amendment, supplement, restatement or termination of any provision of this Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered is an original, but all of which taken together constitute one and the same instrument.

IN WITNESS WHEREOF the parties have duly executed this Agreement by signing the General Instrument - Part 1

CONSENT AND PRIORITY AGREEMENT

VANCOUVER CITY SAVINGS CREDIT UNION, as the registered holder of charges by way of Mortgage and Assignment of Rents against the Lands, which said charges are registered in the Land Title Office at Victoria, British Columbia, under numbers CA6268732 and CA6268733, respectively (the "**Existing Charges**"), for and in consideration of the sum of One Dollar (\$1.00) (the receipt whereof is hereby acknowledged), agrees with the Owner and the City that the within Right of First Refusal and the within Option to Purchase shall be encumbrances upon the Lands in priority to the Existing Charges in the same manner and to the same effect as if they had been dated and registered prior to the Existing Charges.

SCHEDULE "A"
PERMITTED ENCUMBRANCES

Legal Notations:

HERITAGE STATUS NOTICE, LOCAL GOVERNMENT ACT, SEE EV9841

Charges, Liens and Interests:

RESTRICTIVE COVENANT
Registration Number: 53582G
Remarks: D.D. 32334I

COVENANT
Section 219 Covenant re Housing Agreement
Registration Number: _____
In favour of Capital Regional District

RENT CHARGE
Registration Number: _____
In favour of Capital Regional District

END OF DOCUMENT

Minutes of a Meeting of the Regional Housing Advisory Committee

April 7, 2022, 2:00 - 4:00 pm, Virtual Meeting (Microsoft Teams)

PRESENT: Don McTavish, Alita Tocher, Luke Mari, Bill Brown, Lindsay Chase, Nadine Kawata, Kathy Whitcher, Kirsten Baillie

GUESTS: Pershing Sun (CMHC), Hemesh Parbhu (CMHC)

STAFF: Melanie Hope, Emily Sinclair, Maia Kerr (recorder)

REGRETS: Danella Parks, Andrea Hudson, Brian Green, David Corey, Kerriann Coady, Danielle Deni

Meeting called to order at 2:03 pm.

1. Territorial acknowledgement

Chair Nadine Kawata offered a territorial acknowledgement of the Indigenous communities in the Capital Region.

2. Welcome and approval of Agenda

Chair Nadine Kawata welcomed all RHAC members. Upon review, no agenda items were added.

MOVED by Bill Brown, **SECONDED** by Lindsay Chase.

That the agenda be approved as circulated.

CARRIED

3. Approval of December 16, 2021 Minutes

MOVED by Lindsay Chase, **SECONDED** by Don McTavish.

That the minutes from the December 16, 2021 RHAC meeting be approved as circulated.

CARRIED

4. Selection of Chair and Vice-Chair

Melanie Hope called for nominations for the position of Chair of the Regional Housing Advisory Committee (RHAC) for 2022.

Luke Mari was nominated and the nomination was declined.

Melanie Hope called a second time for nominations for the position of Chair of the RHAC for 2022.

Nadine Kawata was nominated and the nomination was accepted.

Nominations were called for a third time and as there were none, nominations were closed. Nadine Kawata was acclaimed as Chair of the RHAC for 2022.

Nadine Kawata assumed the Chair and called for nominations for the position of Vice-Chair of the RHAC for 2022.

Kathy Whitcher was nominated and the nomination was accepted.

Nominations were called for a second and third time and as there were none, nominations were closed. Kathy Whitcher was acclaimed as Vice-Chair of the RHAC for 2022.

5. Business Arising

- CRD staff followed up with members whose appointments were due to expire at the end of the year regarding term extension to December 31, 2023.
- CRD staff circulated Non-Disclosure Agreements for signature. Outstanding members to be contacted directly by Maia Kerr.
- Melanie Hope met with Caitlyn Vernon, Manager, CRD First Nations Relations to discuss CRD remuneration policy and increasing Indigenous representation on the RHAC:
 - The CRD Board has amended its bylaws to create spaces for each Nation to appoint an elected representatives to sit as a First Nation Member on CRD standing committees. The CRD remuneration policy offers \$110 per committee meeting attended, including expenses. This applies to CRD standing committees, but does not apply to advisory committees at this time. The CRD also has an honoraria policy and guidelines to offer an honourarium for cultural events and knowledge sharing.
 - Caitlyn Vernon recommended first ascertaining if Indigenous peoples want to be involved in RHAC and clearly identifying how their participation could be of reciprocal benefit.
 - Suggestion was made for RHAC to consider a recommendation to the CRD Board to expand remuneration to advisory committees to address the issue of access equity.
 - As a next step, CRD to investigate interest from Indigenous community partners in participating in a RHAC meeting.

6. Regional Housing Affordability Strategy Annual Report Update

- The Regional Housing Affordability Strategy (RHAS) Annual Report, which reports out on the five performance measures identified in the 2018 RHAS, was updated with newer data and presented to the CRD Board March 9, 2022.
- Discussion ensued about the need to stem sprawl and development happening outside of transit investment:
 - Emily Sinclair, Senior Manager, CRD Regional and Strategic Planning agreed that within our growth boundary, the region is not performing as strongly as it could be and noted that this has been flagged for board. While the current regional growth strategy doesn't address this, the CRD is open to feedback.
 - It was noted that this issue may affect some municipalities more than others.
 - In light of climate change data, transit is an important issue; one member asked whether RHAC could put a letter together encouraging more compact development?
- RHAC members requested less aggregated data to help craft policy.
- CRD staff to add to next RHAC agenda.

Pershing Sun and Hemesh Parbhu joined meeting at 2:25 pm.

MOVED by Luke Mari, **SECONDED** by Bill Brown.

That the RHAC write a letter to DPAC requesting more detailed spatial data (graphic) for committees' review.

CARRIED

7. Presentation and Discussion Topics

- **2021 CMHC Rental Market Report Update:** Pershing Sun, CMHC Senior Analyst, Economics, Market Insights West presented on this annual report which was released February 2022
 - CMHC currently seeking to fill data gap caused by rental basement/garden suites
 - Patterns of demand and supply vary greatly in different regions of CRD

- In 2021 more Canadians moved to BC than any other province (almost replaced 2021 decline in international migration)
- Higher migration to BC increased rental demand in 2021
- CRD job market mostly recovered with unemployment levels nearing pre-pandemic levels
- 2021 rental market survey results for Victoria CMA:
 - Vacancy rates (1%) were lower and rent rate increases (3.1%) were higher than those in Vancouver (increased rental rates due to turnover).
 - Westshore had sharpest vacancy decline and highest average rent in Victoria CMA.
 - Saanich rental rates doubled last year (Zone 5).
 - Most purpose-built rentals are studio/one bedroom; only 3% are 3+ bedrooms.
 - Due to demolition of old units to build new, only a portion of new rentals represent net new stock. Overall increase of 600 units in 2021 (half that seen in 2020). Change of supply varies between municipalities.
 - Rental supply falling behind projected population growth, but 30% more projects under construction in 2022 than 2021.
 - Renters facing significant rent increase when looking to move to a new unit.
 - Renters that moved away as a result of the pandemic are now moving back and paying a higher rental rate.
 - Rental that is affordable to low-income households have lowest vacancy rate and lower rent units are more likely to have rent arrears.
 - CMHC noted that most of this data can be accessed at cmhc.ca/hmportal

Lindsay Chase and Alita Tocher left the meeting at 3:12 pm. (Quorum lost)

- Discussion and questions ensued:
 - CMHC to confirm whether Saanich data could be separated into rural and urban.
 - CMHC to confirm secondary rental market sample size for 2021.
 - CMHC to confirm what percentage of income quintiles (Slide 15) are spending more than 30% of their income on rent (in order to see how core housing affordability ties into rental arrears by looking at percent of household income spent on housing).
 - CMHC to explore suggestion that Slide 13 data be shown as percent of housing stock/increasing housing stock (rather than as actual numbers) and suggestion to split Langford, View Royal, Colwood, and Sooke into separate areas.

Kathy Whitcher left the meeting at 3:20 pm.

- **RHFP 2.0: Future Housing Priorities and Partnerships:** Melanie Hope presented on this upcoming CRD report
 - Discussion ensued about directions the new program could take:
 - Increasing percent of shelter rate units required
 - Targeting unit size to address Indigenous peoples' and women/children's needs (e.g. shelter and three bedroom units)
 - Anticipating geographic needs of region and look at where supply may be needed
 - Considering pre-development funding
 - Linking transit investment to some of the profitability that comes with land acquisition (to ensure transit and housing work together proactively) - Emily Sinclair and Kirsten Baillie to discuss further offline
 - CRD to share report with RHAC by email and request feedback

Luke Mari left the meeting at 3:30 pm.

8. Review of mandate and issue topics for future meetings

- CRD to organize follow-up with Chair/Vice Chair and solicit ideas from RHAC members.
- CRD to look into inviting guests to create opportunities for shared learning and partnerships to better address the housing needs of Indigenous people in the capital region.

Kirsten Baillie left the meeting at 3:54 pm.

9. Roundtable

- Bill Brown: Esquimalt about to do first housing agreement with CRD (to follow-up with Melanie Hope)
- Nadine Kawata: New Saanich Housing Policy and Program Manager Pam Hartling has started

10. Adjournment

MOVED by Bill Brown, **SECONDED** by Don McTavish.

That the meeting be adjourned.

CARRIED

The meeting was adjourned at 3:57 pm.



Making a difference...together



Capital Region Housing Corporation

Tenant Advisory Committee (TAC)

Minutes of Meeting of April 25, 2022 (3:30 – 5:00pm)

Room 652, CRD Boardroom

625 Fisgard Street, Victoria, BC, and remotely via Webex

Present: Director Jeremy Loveday, Co-Chair David Wallace

Staff: D. Elliott, K. Lambert, S. Grigg, K. Rushton

Webex: K. Naraghi, C. Coughlin, C. Fischer, R. Loewen, N. Thompson

Regrets: E. Syring, C. Novak

The meeting was called to order at 3:35pm

1. Territorial Acknowledgement

- Director Loveday provided a Territorial Acknowledgement.

2. Approval of Agenda

- It was moved by D. Wallace, seconded by C. Fischer, that the Agenda for the April 25, 2022 meeting be approved.

CARRIED

3. Adoption of Minutes of March 21, 2022 Meeting

- It was moved by R. Loewen, and seconded by D. Wallace, that the March 21, 2022 meeting minutes be adopted.

CARRIED

4. Business Arising from the Minutes

- S. Grigg spoke to CRHC's requirements/responsibilities around the BC Accessibility Act and noted it is primarily a province wide program which is implemented as an internal directive. CRHC may see it impact operations through provincial funding agreements in the future but that has not occurred to date other than BC Housing's requirement of accessible units and construction standards. When CRHC builds units we have an accessibility commitment to ensure as much as 20% of housing to be fully accessible. We respond to tenant accommodation requests as they come in and move forward by offering a more accessible unit or renovating.
- S. Grigg confirmed parking decals for current tenants and visitor parking hangers are being printed.
- K. Lambert noted guest and guest issues have been included in the 2022 Draft Work Plan.
- K. Lambert connected with videographer re: videos on move-out/tenant transition process and costing is being provided.

5. What is Working Well

- K. Naraghi recognized caretaker John for "going the extra mile" during last Friday's break-in. D. Wallace wondered if CRD sends thank you letters for outstanding service. S. Grigg confirmed a kudos to staff is circulated via email.
- R. Loewen appreciates how quickly her new fridge arrived and mentioned how a

great sense of community. Neighbours were all willing to lend a helping hand during COVID-19 isolation.

- D. Wallace acknowledged great signage/communication from CRHC around building issues/maintenance as elevator is currently not in use. Medi-Van can be contacted in the meantime if assistance up the stairs is required. He noted grocery deliveries only walk to the 3rd floor of buildings, something to keep in mind for tenants on higher floors.

6. 2022 Draft Work Plan

- Conversation around if the topics (carried forward and new) and timelines indicated were appropriate.
- Item 2.2 Safety stood out the most to N. Thompson and D. Wallace as a positive placement.
- D. Elliott advised we hope to present new work plan items at the last meeting of 2022 to help identify priorities for the 2023 work plan at the first meeting of 2023.
- The topic of adding additional items or amending the current work plan was discussed.
- It was moved by N. Thompson, seconded by D. Wallace, that the 2022 Draft Work Plan be approved as-is.

CARRIED

7. Presentation: CRHC Operations

- D. Elliott did a presentation to help members understand who the CRHC is and how we operate.

8. Tenant Engagement Overview

- The tenant engagement overview was deferred to the June meeting due to lack of time.

9. TAC Meeting Format & Participant Engagement

- Discussion was had around the possibility to get back to in-person meetings. If this cannot be done, how can we make hybrid meetings as efficient and engaging as possible?

ACTION: D. Elliott and Co-Chairs to discuss topic of remote vs. in-person meetings before June meeting.

10. Roundtable

- No roundtable items brought forward.

11. Action Summary

- D. Elliott and Co-Chairs to discuss topic of remote vs. in-person meetings before June meeting.

12. Concluding Remarks

- Director Loveday and Co-Chair Wallace thanked all members and staff.

13. Adjournment

- It was moved by N. Thompson, seconded by K. Naraghi, that the meeting be adjourned.

CARRIED

The meeting was adjourned at 4:59pm.