

## DISTRICT OF UCLUELET

### Bylaw No. 1368, 2024

A Bylaw to Authorize the District of Ucluelet to Enter into a Housing Agreement.

(221 Minato Road)

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**WHEREAS** the Municipality may, by Bylaw, under Section 483 of the *Local Government Act* enter into a Housing Agreement which may include terms and conditions agreed to by the Municipality and the Owner regarding the occupancy of the housing units identified in the Agreement;

**AND WHEREAS** the Municipality has rezoned the property at 221 Minato Road to a new version of the CD-6 Comprehensive Development Zone to enable the development of mixed commercial, vacation rental, market rental housing, affordable rental housing and attainable homeownership units.

**AND WHEREAS** the Owner proposes to subdivide the land to initially create 5 lots, including proposed Lot 1 and Lot 2, with plans to provide on those two parcels 182 homes to be rented and sold at prices attainable to Ucluelet households. The owner reserves the right to adjust the number of attainable homes in the event the final number of homes approved, funded or able to be constructed on Lot 1 and 2 falls below 182 homes.

**AND WHEREAS** the Owner has offered to register a Housing Agreement to ensure that the housing units are developed as proposed on the Lands described in this Bylaw, and the Municipality has deemed it expedient to require the Owner to enter into a Housing Agreement with the Municipality pursuant to Section 483 of the *Local Government Act*;

**AND WHEREAS** the Owner shall only be obligated to deliver the building and all associated works, including but not limited to a) off-site developer contributions related to that phase and part and B) on site-civil, stormwater, services, roadworks, retaining, landscaping and planting that is required to be delivered concurrently with that phase and part that is being constructed. The proposed phasing is included as Appendix B of the Housing Agreement, subject to a future Phased Development Agreement.

**NOW THEREFORE** the Council of the District of Ucluelet, in open meeting assembled, enacts as follows:

1. The Municipality is authorized to enter into Housing Agreements pursuant to Section 483 of the *Local Government Act*, in substantially the form attached to this Bylaw as Schedules "A" and "B", with respect to the land located in the District of Ucluelet known as 221 Minato Road and being more particularly known and described as:

**Proposed Lots 1 and 2, to be subdivided from Lot 1, District Lot 286, Clayoquot District, Plan EPP129243**

as shown shaded on the map attached to this bylaw as Appendix "A".

2. The Mayor and the Chief Administrative Officer of the Municipality are authorized to execute the Housing Agreements on behalf of the Municipality.

**CITATION**

3. This bylaw may be known and cited for all purposes as the “**District of Ucluelet Housing Agreement Bylaw No. 1368, 2024**”.

**READ A FIRST TIME** this 19<sup>th</sup> day of **December, 2024**.

**READ A SECOND TIME** this 19<sup>th</sup> day of **December, 2024**.

**READ A THIRD TIME** this 19<sup>th</sup> day of **December, 2024**.

**ADOPTED** this      day of      , **2025**.

**CERTIFIED A TRUE AND CORRECT COPY** of “District of Ucluelet Housing Agreement Bylaw No. 1368, 2024”

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Marilyn McEwan  
Mayor

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Duane Lawrence  
Corporate Officer

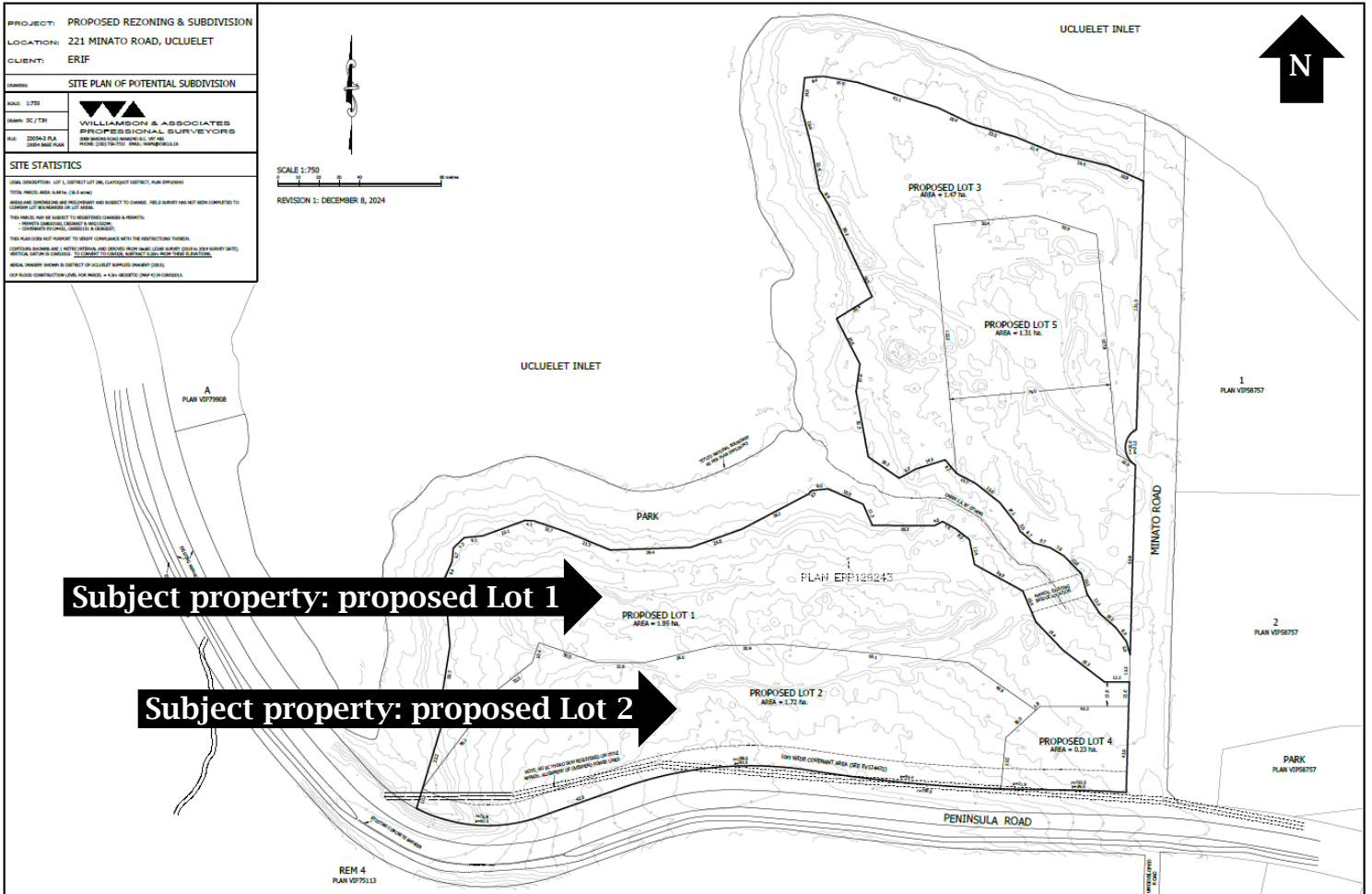
**THE CORPORATE SEAL** of the  
District of Ucluelet was hereto  
affixed in the presence of:

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Duane Lawrence  
Corporate Officer

# Appendix "A" to Ucluelet Housing Agreement Bylaw No. 1368, 2024

Subject property: Proposed Lots 1 and 2 to be subdivided from existing Lot 1 District Lot 286, Clayoquot District, Plan EPP129243



**Schedule A to District of Ucluelet Housing Agreement Bylaw No. 1368, 2024**

**ATTAINABLE HOME OWNERSHIP HOUSING AGREEMENT, SECTION 219  
COVENANT, AND INDEMNITY**

THIS AGREEMENT dated for reference the      day of      , 2025 is

BETWEEN:

**DISTRICT OF UCLUELET,**  
200 Main Street, PO Box 999  
Ucluelet, B.C., V0R 3A0

(the “District”)

AND:

ERIF Housing Association S0080987  
1855 PERKINS RD  
CAMPBELL RIVER BC V9W 4S2

(the “Owner”)

GIVEN THAT:

- A. The Owner is the registered owner of Lot 1, District Lot 286, Clayoquot District, Plan EPP12924 (the “Land”); [note: update upon subdivision to new legal description of proposed Lot 1]
- B. Pursuant to section 483 of the *Local Government Act*, the District may, by bylaw, enter into a housing agreement, which agreement may include terms and conditions agreed to by the District and the Owner regarding the occupancy of the housing units identified in the agreement;
- C. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land or construction on land; and,
- D. The Owner and the District wish to enter into this Agreement to provide for attainable housing on the terms and conditions set out in this Agreement;

THIS AGREEMENT is evidence that, in consideration of the mutual promises contained herein and the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges), the parties agree pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act* as follows:

## **PART I – DEFINITIONS**

1. In this Agreement, the following words have the following meanings:

- (a) “Attainable home” means a residential dwelling unit, or a pair of residential dwelling units combined under one title, constructed or located on the Land; The ‘attainable’ criteria is defined using the following formula:
  - (i) Attainable is defined in the Official Community Plan as housing that is affordable to Ucluelet households earning 120% or less than the median gross household income, as determined by the latest census, spending no more than 30% of their household income on housing costs. Notwithstanding any future amendment of the definition of ‘Attainable’ housing by Council or in the Official Community Plan, the rate for attainable rent and mortgage repayments will be no less than the sum in the definition above and formula below.
  - (ii) For the current 2021 Census household income of \$83,000, 30% of income on housing costs would be \$2483/month in mortgage repayments. All one- and two-bedroom home units will be sold with mortgage repayments below the sum of \$2483/month on the formula herein. Based on the current Census calculation alone, without CPI and CBCPI adjustments, this would offer the one- and two-bedroom homes for sale at a maximum price of \$567,000 excluding taxes.
  - (iii) The three-bedroom home units are designed with a ‘mortgage helper’ secondary suite. While their mortgage repayments exceed \$2483/month, this will be offset by an assumed income of \$1300 rent to be received by renting out the mortgage helper suite, so the net mortgage repayments will achieve the attainable rate of \$2483/month after offsetting mortgage expenses with that suite rent. Based on the current Census calculation alone, without CPI and CBCPI adjustments, this would offer the three- bedroom homes for sale at a maximum price of \$865,000 excluding taxes (which will be offset by owners renting the mortgage helper suite to reduce housing costs to attainable level).
  - (iv) For attainable home ownership, the following assumptions will be used to determine the baseline pricing for attainable sales. The attainable mortgage calculation is based on a 10% deposit, loan term of 30 years and interest rate of 4.14%. Notwithstanding interest rate increases, this formula will be the baseline used to determine the sale price of attainable homes.

(v) These formula assumptions will be maintained to determine the attainable rate of mortgage repayment and will not drop below this level of \$2483/month. However, the defined attainable mortgage repayment and rental rate of will be adjusted whenever new census data is released, and also adjusted each year in line with Canada's published CPI and/or adjusted by the Canadian Building Construction Price Index (CBCPI) whichever is the greater sum.

(vi) The Serenity Landing Housing Committee (EHA Ucluelet Local Community Board) of the ERIF Housing Association reserves the right to amend this definition if the application of this definition causes risk to the financial viability of the entity.

(b) "Qualified Person" means an individual who is given priority in allocation of attainable housing because they meet criteria for income, loan eligibility and terms of purchase established by ERIF Housing Association which may include:

(i) has lived in the Alberni Clayoquot Regional District for a minimum of 12 months; or can demonstrate they are relocating for employment or ventures that positively impact community growth.

(ii) has worked or volunteered for more than one (1) year with one or more businesses or institutions within the District of Ucluelet or lands of the Yuułuʔiłʔatḥ Government, Barkley Community Forest, Toquaht Nation, District of Tofino, Alberni-Clayoquot Regional District Area 'C', Pacific Rim National Park Reserve, or BC Parks and Protected Areas in the region, or a Senior who has retired from full-time permanent employment by one or more businesses or institutions and has worked or volunteered within the area described above for one year (1) ~~out of the previous ten (10) years~~, or is receiving disability assistance under the *Employment and Assistance for Persons with Disabilities Act*;

~~(i) does not own, or have a spouse who owns, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world; and,~~

(ii) meets any other criteria for income, loan eligibility and terms of purchase established by ERIF Housing Association.

(c) "Senior" means an individual 55 years of age or older;

## **PART II – CONSTRUCTION on the LAND**

2. The Owner will design, construct and maintain on the Land up to 18 multiple-family residential apartment buildings containing a combination of:
  - (a) 1-bedroom residential dwelling units;
  - (b) 2-bedroom residential dwelling units; and,
  - (c) 2-bedroom residential dwelling units with an adjoining 1-bedroom residential dwelling unit combined under a single strata title (also referred to as 3-bedroom units).
3. The Owner will construct the development as a phased strata, with a maximum of 75 strata ownership titles at the completion of the final phase.
4. The Owner agrees that all strata units will be sold as *attainable homes*.
5. The timing and phasing of construction will be at the Owner’s discretion.

## **PART III TRANSFER, USE AND OCCUPANCY**

6. The Owner agrees that no dwelling unit constructed on the Land will be sold or transferred except as an *attainable home* sold to a *qualified person* for a period of ten (10) years.
7. The Owner agrees that the maximum sales price excluding taxes for *attainable homes* will be determined and adjusted in accordance with the formula in Part 1 Definition and is currently:

(a) for 1- and 2-bedroom homes: \$567,000

(b) for 3-bedroom homes (2-bedroom plus adjoining 1-bedroom suite): \$865,000

with these maximum sales prices to be adjusted annually from the date of the census data publication in line with the updated census household data and published Canadian Consumer Price Index (CPI) or Canadian Building Construction Price Index (BCPI), whichever is greater.

8. The Owner agrees that no residential dwelling unit on the Land shall be used or occupied except as the regular, full-time residence of at least one *qualified person*, with the following exceptions allowed:
  - (a) the owner of a combined 2-bedroom unit with an adjoining 1-bedroom unit may rent out one of those units for residential purposes under a residential tenancy agreement;
  - (b) an owner may rent out their *attainable home* under a residential tenancy agreement with the prior approval of the ERIF Housing Association:
    - i. for no more than one (1) year every five (5) years; or,
    - ii. for valid circumstances such as temporary work relocation or military service;

- (c) If the applicant or homeowner is a business owner with a valid business license and employs one (1) or more individuals, they may long-term rent the property exclusively to permanent part-time or full-time employees who will use the property as their primary residence.

#### **PART IV - INTERPRETATION**

9. In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for each of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meaning;
- (d) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced, unless otherwise expressly provided;
- (e) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (f) time is of the essence;
- (g) all provisions are to be interpreted as always speaking;
- (h) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators, and receivers. Wherever the context so requires, reference to a “party” also includes agents, officers, employees, and invitees of the party;
- (i) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter, or calendar year, as the case may be, unless otherwise expressly provided; and
- (j) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

#### **PART VI – MISCELLANEOUS**

10. **Housing Agreement** – The Owner acknowledges and agrees that:

- (a) this Agreement constitutes a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act*; and,



- (b) where an Attainable Home dwelling unit is a separate legal parcel, the District may file notice of housing agreement under section 483 of the *Local Government Act* with the Land Title Survey Authority against title to the Attainable Home.
11. **Indemnity** – The Owner will indemnify and save harmless the District and each of its elected officials, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs, and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:
- (a) any act or omission of the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom the Owner is responsible at law;
  - (b) the Owner’s ownership, development, operation, or financing of the Land or any Dwelling Unit; or
  - (c) any act or omission of the District or any of its elected officials, officers, directors, employees, agents, or contractors in carrying out or enforcing this Agreement, except where such act or omission constitutes a breach of this Agreement by the District or by any other person for whom the District is responsible at law.
12. **Release** – The Owner by this Agreement releases and forever discharges the District and each of its elected officials, officers, directors, employees, and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, development, operation or management of the Land or any Attainable Home which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.
13. **Survival** – The obligations of the Owner set out in sections 11 and 12 will survive termination of this Agreement.
14. **District Powers Unaffected** – This Agreement does not:
- (a) affect or limit the discretion, rights, duties or powers of the District or the Approving Officer for the District under the common law or any statute, bylaw or other enactment nor does this agreement date or give rise to, nor do the parties intend this agreement to create, any implied obligations concerning such discretionary rights, duties or powers;
  - (b) impose on the District any legal duty or obligation, including any duty or care or contractual or other legal duty or obligation, to enforce this Agreement;
  - (c) affect or limit the common law or any statute, bylaw or other enactment applying to the Land or an Attainable Home; or

(d) relieve the Owner from complying with any common law or any statute, regulation, bylaw or other enactment.

15. **Agreement for Benefit of District Only** – The Owner and the District agree that:

(a) this Agreement is entered into for the benefit of the District;

(b) this Agreement is not intended to protect the interests of the Owner, or any future owner, occupier, or user of the Land or any Attainable Home;

(c) the District 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.

16. **No Public Law Duty** – Where the District 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 District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.

17. **Notice** – Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the Land Title Office, and in the case of the District addressed as follows:

District of Ucluelet  
200 Main Street  
PO Box 999  
Ucluelet, B.C. V0R 3A0

Attention: Chief Administrative Officer

or to the most recent postal address provided in a written notice given each of the parties to the other. Any notice that is delivered is considered to have been given on the first day after it is dispatched for delivery.

18. **Enurement** – This Agreement binds the parties to it and their respective successors, assigns, heirs, executors, administrators and personal representatives.

19. **Severability** – If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

20. **Waiver** – All remedies of the District will be cumulative and may be exercised by the District in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the District exercising any or all remedies will not prevent the later exercise of any remedy for the same breach of any similar or different breach.

21. **Sole Agreement** – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the District and the Owner respecting the use and occupation, of the Dwelling Units, and there are no warranties, representations, conditions, or collateral agreements made by the District except as set forth in this Agreement.
22. **Further Assurances** – Upon request by the District the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the District to give effect to this Agreement.
23. **Covenant Runs with the Land** – This Agreement burdens and runs with the Land and every parcel into which it is Subdivided. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Land.
24. **Limitation on Owner's Obligations** – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
25. **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the District for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
26. **No Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the District or give the Owner any authority to bind the District in any way.
27. **Applicable Law** – Unless the context requires otherwise, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict.
28. **Deed and Contract** – By executing and delivering this Agreement, the Owner intends to create both a contract and a deed executed and delivered under seal.
29. **Termination** – both parties agree the sales price restrictions and eligibility requirements imposed by this agreement shall terminate on January 1, 2036.

**Schedule B to Ucluelet Housing Agreement Bylaw No. 1368, 2024**

**RENTAL HOUSING AGREEMENT, SECTION 219 COVENANT, RENT CHARGE  
AND INDEMNITY**

THIS AGREEMENT dated for reference the    day of    , 2025 is

BETWEEN:

**DISTRICT OF UCLUELET,**  
200 Main Street, PO Box 999,  
Ucluelet, B.C., V0R 3A0

(the “District”)

AND:

ERIF Housing Association S0080987  
1855 PERKINS RD  
CAMPBELL RIVER BC V9W 4S2

(the “Owner”)

**GIVEN THAT:**

- A. The Owner is the registered owner of Lot 2, District Lot 286, Clayoquot District, Plan EPP12924 (the “Land”); [note: update upon subdivision to new legal description of proposed Lot 2]
- B. Pursuant to section 483 of the *Local Government Act*, the District may, by bylaw, enter into a housing agreement, which agreement may include terms and conditions agreed to by the District and the Owner regarding the occupancy of the housing units identified in the agreement;
- C. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land or construction on land; and,
- D. The Owner and the District wish to enter into this Agreement to provide for affordable and market rental housing on the terms and conditions set out in this Agreement;

THIS AGREEMENT is evidence that, in consideration of the mutual promises contained herein and the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges), the parties agree pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act* as follows:

**PART I – DEFINITIONS**

1. In this Agreement, the following words have the following meanings:

- (d) “Daily Amount” means \$50.00 per day;
- (e) “Dwelling Unit” means any residential dwelling unit constructed or located on the Land;
- (f) “Eligible Occupant” means a person authorized to occupy a dwelling unit on the Land under section 4(c) of this Agreement;
- (g) “Full-time” means an average of at least 1400 hours per year, and in the case of self-employment, means employment from which an individual earns at least 90% of his or her annual income;
- (h) “Qualified Affordable Tenant” means an individual who meets the eligibility criteria of the Canada Mortgage and Housing Corporation (CMHC) funding agreement for units constructed on the Lands under the CMHC Affordable Housing Fund program;
- (i) “Qualified Attainable Tenant” means an individual who meets criteria for income, eligibility and terms of rent established by ERIF Housing Association which may include:
  - i. has lived in the Alberni Clayoquot Regional District for a minimum of 12 months; or can demonstrate they are relocating for employment or ventures that positively impact community growth;
  - ii. has worked or volunteered for more than one (1) year with one or more businesses or institutions within the District of Ucluelet or lands of the Yuułuʔiłʔatḥ Government, Barkley Community Forest, Toquaht Nation, District of Tofino, Alberni-Clayoquot Regional District Area ‘C’, Pacific Rim National Park Reserve, or BC Parks and Protected Areas in the region, or a Senior who has retired from full-time permanent employment by one or more businesses or institutions and has worked or volunteered within the area described above for two (2) out of the previous five (5) years, or is receiving disability assistance under the *Employment and Assistance for Persons with Disabilities Act*; and,
- (j) “Senior” means an individual 55 years of age or older;
- (k) “Tenancy Agreement” means a tenancy agreement, lease, license, or other agreement granting rights to occupy a Dwelling Unit; and,

- (l) "Tenant" means an occupant of a Dwelling Unit by way of a Tenancy Agreement.
- (m) "Attainable" housing means a price of rent relative to Ucluelet household income and will be used to calculate and cap rental pricing for a period of 10 years following construction. The formula for this calculation is as follows:
  - (i) Attainable is defined in the Official Community Plan as housing that is affordable to Ucluelet households earning 120% or less than the median gross household income, as determined by the latest census, spending no more than 30% of their household income on housing costs. Notwithstanding any future amendment of the definition of 'Attainable' housing by Council or in the Official Community Plan, the rate for attainable rent will be no less than the sum in the definition above and formula below.
  - (ii) For the current 2021 Census household income of \$83,000, 30% of income on housing costs would be \$2483/month in rent. All home units on Lot 2 will rent below this sum of \$2483/month rent.
  - (iii) For attainable home rental this formula will be used to determine the maximum pricing for attainable rent rates. These formula assumptions will be maintained to determine the attainable rate of rent and will not drop below this level of \$2483/month. However, the defined attainable rental rate of will be adjusted when new census data is released and adjusted each year based on Canada's published CPI and/or adjusted by the Canadian Building Construction Price Index (CBCPI) whichever is the greater sum.
  - (iv) The Serenity Landing Housing Committee (EHA Ucluelet Local Community Board) of the ERIF Housing Association reserve the right to amend this definition if the application of this definition causes risk to the financial viability of the entity.

## **PART II – CONSTRUCTION on the LAND**

- 2. The Owner will design, construct and maintain on the Land up to 16 multiple-family residential buildings containing a total of up to 107 rental apartments in a mixture of 1-bedroom and 2-bedroom units. The Owner reserves the right to adjust the final number of units proportionately if the final number of units approved or constructed on Lot 2 falls below 107 units.
- 3. The Owner agrees the Land and any buildings constructed on the Land will not be subdivided or divided into separate titles under the *Strata Property Act* or by any other means.

## **PART III – USE AND OCCUPANCY**

- 4. The Owner agrees that no Dwelling Unit will be used or occupied:
  - (a) except as a permanent residence;

- (b) except by at least one *qualified affordable tenant* or *qualified attainable tenant*;
  - (c) by any person who is not a qualified tenant, unless that person is related by blood, adoption or foster parenthood to, or is living in a spousal relationship with, a qualified tenant who is also occupying the Dwelling Unit.
  - (d) Business owners with a valid business license and employs one (1) or more individuals, rent the property exclusively to permanent part-time or full-time employees who will use the property as their primary residence
- ~~5. No Dwelling Unit will be occupied by any owner of the Land, or by any family member of any Owner of the Land;~~
6. The Owner agrees that the number of persons who reside in any Dwelling Unit must be equal to or less than the number of persons the District's building inspector determines (acting reasonably) can reside in that unit given the number and size of bedrooms in the unit and in light of any relevant standards set by the District in any bylaws of the District.
  7. Within three (3) days after receiving notice from the District, the Owner will in respect of any Dwelling Unit, deliver, or cause to be delivered, to the District a statutory declaration, substantially in the form attached as Schedule B, sworn by the Owner, containing all of the information required to complete the statutory declaration. The District may request such a statutory declaration in respect of a Dwelling Unit no more than two (2) times in any calendar year. The Owner hereby irrevocably authorizes the District to make such inquiries as it considers necessary and reasonable in order to confirm that the Owner is complying with this Agreement, and irrevocably authorizes and directs the recipient, including but not limited to the provincial issuing authority for drivers licenses, of the request for information from the District to provide such information to the District.
  8. If the Owner cannot comply with the occupancy requirements for any Dwelling Unit for reasons of hardship, the Owner may request that the District alter the Owner's obligations with respect to that Dwelling Unit on terms acceptable to the District, but no such request may be made later than thirty (30) days after the District has delivered to the Owner a notice of breach of this Agreement under Part V herein. The Owner must deliver the request in writing in accordance with section 24 of this Agreement. The request must set out the circumstances of the hardship involved and the reasons why the Owner cannot comply with the occupancy requirements, and must describe the hardship to the Owner that compliance would cause. The Owner agrees that the District is under no obligation to grant any relief, and may proceed with its remedies under this Agreement and at law and in equity, despite the Owner's request or the hardship involved, and the Owner agrees that relief, if any, is to be determined by the District in its sole discretion.
  9. The Owner agrees to provide the District with an annual statement summarizing the number of units rented and rental rates, and attesting to conformance with the agreed eligibility criteria.

#### **PART IV – RENTAL OF DWELLING UNITS**

10. The Owner agrees that a minimum of 30% of the rental apartments will be rented at affordable rental rates and to eligible tenants meeting criteria established by the CMHC Affordable Housing Fund agreement.
11. The Owner must not rent or lease any Dwelling except to Qualified Affordable Tenants, Qualified Attainable Tenants or Eligible Occupants and except in accordance with the following additional conditions:
  - (a) the Dwelling Unit will be used or occupied only pursuant to a Tenancy Agreement;
  - (b) the monthly rent payable for the Dwelling Unit will not exceed:
    - (i) for an affordable rental unit, the rate established by the CMHC according to the project funding agreement; and
    - (ii) for an attainable rental unit, a maximum of \$2,483 per monthprovided that the amount in (ii) above may be increased in accordance with the formula in the definition of 'Attainable' in Part 1 and by the percentage change in Housing Income Limits for Nanaimo, as published annually by BC Housing, beginning in 2026.
  - (c) any increase in rent must also comply with rules and procedures, including any limit on maximum annual increases, under the Residential Tenancy Act.
  - (d) the Owner will include in the Tenancy Agreement a clause requiring the Tenant to comply with the use and occupancy restrictions contained in Part III of this Agreement;
  - (e) the Owner will include in the Tenancy Agreement a clause requiring the Tenant to provide a statutory declaration of household income and real property in the form of Schedule A annexed hereto;
  - (f) the Owner will include in the Tenancy Agreement a clause entitling 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 Dwelling Unit in breach of the use and occupancy restrictions contained in this Agreement;
  - (g) the Tenancy Agreement will identify all occupants of the Dwelling Unit, and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing in the Dwelling Unit for more than fifteen (15) consecutive days or more than a total of thirty (30) days in any calendar year;



- (h) the Tenancy Agreement will provide for termination of the Tenancy Agreement by the Owner in situations where Dwelling Unit is occupied by more than the number of people the District's building inspector determines (acting reasonably) can reside in the Dwelling Unit given the number of size of bedrooms in the Dwelling Unit and in light of any relevant standards set by District bylaw;
  - (i) the Tenancy Agreement will provide that the Owner will have the right, at the Owner's option, to terminate the Tenancy Agreement should the Tenant remain absent from the Dwelling Unit for three (3) consecutive months or longer, notwithstanding the timely payment of rent;
  - (j) the Tenancy Agreement will provide that the Tenant will not sublease the Dwelling Unit or assign the Tenancy Agreement; and
  - (k) the Owner will deliver a copy of the Tenancy Agreement to the District upon demand.
12. The Owner will terminate the Tenancy Agreement where the Tenant uses or occupies, or allows use or occupation of an Dwelling Unit in breach of this Agreement, such termination to be in accordance with the terms of the Tenancy Agreement and the *Residential Tenancy Act*. Notwithstanding, ~~in the event that an existing Tenant's income exceeds the maximum gross household income the Owner will be entitled to allow that Tenant to remain in occupancy under the Tenancy Agreement for a further 12 months. If upon expiry of this period the Tenants income for the previous year still exceeds the maximum gross household income then the Owner will terminate the Tenancy Agreement and providing the Tenant with notice as required under the Residential Tenancy Act.~~
13. The District may, in its sole discretion, provide written consent to the Owner from time to time to do something that is otherwise not permitted under this Agreement, on such terms and conditions as the District considers desirable.

## **PART V – DEFAULT AND REMEDIES**

14. The Owner acknowledges and agrees that the District requires affordable housing for residents of Ucluelet in order to attract and retain residents to work for local businesses and that these businesses generate tax and other revenue for the District and economic growth and opportunities for the community. The Owner therefore agrees that, in addition to any other remedies available to the District under this Agreement at law or in equity, if a Dwelling Unit is used or occupied in breach of this Agreement or rented at a rate in excess of that permitted under this Agreement, the Owner will pay, as a rent charge under section 15, the Daily Amount to the District for each date of the breach of the Agreement. The Daily amount is due and payable immediately upon receipt by the Owner of an invoice form the District for the same.
15. The Owner hereby grants to the District a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Owner to the District of any amount payable by the Owner pursuant to this Agreement. The Owner agrees that the District, 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 District in law or in equity.

## PART VI - INTERPRETATION

16. In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for each of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meaning;
- (d) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced, unless otherwise expressly provided;
- (e) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (f) time is of the essence;
- (g) all provisions are to be interpreted as always speaking;
- (h) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators, and receivers. Wherever the context so requires, reference to a “party” also includes agents, officers, employees, and invitees of the party;
- (i) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter, or calendar year, as the case may be, unless otherwise expressly provided; and
- (j) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

## PART VII - MISCELLANEOUS

17. **Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the District to inspect the Dwelling Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will

maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land.

18. **Indemnity** – The Owner will indemnify and save harmless the District and each of its elected officials, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs, and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:
  - (a) any act or omission of the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom the Owner is responsible at law;
  - (b) the Owner’s ownership, lease, operation, management, or financing of the Land or any Dwelling Unit; or
  - (c) any act or omission of the District or any of its elected officials, officers, directors, employees, agents, or contractors in carrying out or enforcing this Agreement, except where such act or omission constitutes a breach of this Agreement by the District or by any other person for whom the District is responsible at law.
19. **Release** – The Owner by this Agreement releases and forever discharges the District and each of its elected officials, officers, directors, employees, and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or any Dwelling Unit which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.
20. **Survival** – The obligations of the Owner set out in sections 18 and 19 will survive termination of this Agreement.
21. **District Powers Unaffected** – This Agreement does not:
  - (a) affect or limit the discretion, rights, duties or powers of the District or the Approving Officer for the District under the common law or any statute, bylaw or other enactment nor does this agreement date or give rise to, nor do the parties intend this agreement to create, any implied obligations concerning such discretionary rights, duties or powers;
  - (b) impose on the District any legal duty or obligation, including any duty or care or contractual or other legal duty or obligation, to enforce this Agreement;
  - (c) affect or limit the common law or any statute, bylaw or other enactment applying to the Land or an Dwelling Unit; or

(d) relieve the Owner from complying with any common law or any statute, regulation, bylaw or other enactment.

22. **Agreement for Benefit of District Only** – The Owner and the District agree that:

(a) this Agreement is entered into for the benefit of the District;

(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 Land or any Dwelling Unit;

(c) the District 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.

23. **No Public Law Duty** – Where the District 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 District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.

24. **Notice** – Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the Land Title Office, and in the case of the District addressed as follows:

District of Ucluelet  
200 Main Street  
PO Box 999  
Ucluelet, B.C. V0R 3A0

Attention: Chief Administrative Officer

or to the most recent postal address provided in a written notice given each of the parties to the other. Any notice that is delivered is considered to have been given on the first day after it is dispatched for delivery.

25. **Enurement** – This Agreement binds the parties to it and their respective successors, assigns, heirs, executors, administrators and personal representatives for a period of ten (10) years from construction of the home units.

26. **Severability** – If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

27. **Waiver** – All remedies of the District will be cumulative and may be exercised by the District in any order or concurrently in case of any breach and each remedy

may be exercised any number of times with respect to each breach. Waiver of or delay in the District exercising any or all remedies will not prevent the later exercise of any remedy for the same breach of any similar or different breach.

28. **Sole Agreement** – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the District and the Owner respecting the use and occupation, of the Dwelling Units, and there are no warranties, representations, conditions, or collateral agreements made by the District except as set forth in this Agreement.
29. **Further Assurances** – Upon request by the District the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the District to give effect to this Agreement.
30. **Covenant Runs with the Land** – This Agreement burdens and runs with the Land and every parcel into which it is Subdivided. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Land.
31. **Limitation on Owner's Obligations** – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
32. **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the District for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
33. **No Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the District or give the Owner any authority to bind the District in any way.
34. **Applicable Law** – Unless the context requires otherwise, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict.
35. **Deed and Contract** – By executing and delivering this Agreement, the Owner intends to create both a contract and a deed executed and delivered under seal.
36. **Termination** – both parties agree the rental rate restrictions and eligibility requirements imposed by this agreement shall terminate on January 1, 2036 for attainable units, and for the term of the funding for affordable units.

**SCHEDULE A TO RENTAL HOUSING AGREEMENT, SECTION 219 COVENANT,  
RENT CHARGE AND INDEMNITY**

**STATUTORY  
DECLARATION**

**CANADA  
PROVINCE OF BRITISH  
COLUMBIA**

**IN THE MATTER OF A HOUSING AGREEMENT WITH THE DISTRICT OF UCLUELET  
("Housing Agreement" )**

I, \_\_\_\_\_ of \_\_\_\_\_, British Columbia, do solemnly declare that:

1. I am applying to rent or continue renting \_\_\_\_\_ (the "Dwelling Unit"), and make this declaration to the best of my personal knowledge.
2. The Dwelling Unit has \_\_\_\_ bedrooms.
3. This declaration is made pursuant to the Housing Agreement in respect of the Dwelling Unit.
4. For the period of the latest calendar year, the total Household Income from all sources of income for all adult residents of the Dwelling Unit was \_\_\_\_\_.
5. I am employed by \_\_\_\_\_, located at \_\_\_\_\_.
6. I have been living in the Alberni Clayoquot Regional District since \_\_\_\_\_.
7. During the past ten years, I have worked or volunteered full time for the following employers or institutions located in the Alberni Clayoquot Regional District:

Business or Institution : \_\_\_\_\_ Dates: \_\_\_\_\_

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

8. No adult resident of the Dwelling Unit or his or her spouse or common law partner owns, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world.



**SCHEDULE B TO RENTAL HOUSING AGREEMENT, SECTION 219 COVENANT,  
RENT CHARGE AND INDEMNITY**

**STATUTORY  
DECLARATION**

**CANADA**

**PROVINCE OF BRITISH  
COLUMBIA**

**IN THE MATTER OF A HOUSING AGREEMENT WITH THE DISTRICT OF UCLUELET  
("Housing Agreement" )**

I, \_\_\_\_\_ of ERIF Housing Association, British Columbia, do solemnly declare that:

1. I am a Director of ERIF Housing Association , owner and manager of \_\_\_\_\_(the Dwelling Units), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Housing Agreement in respect of the Dwelling units.
3. For the period from \_\_\_\_\_ to \_\_\_\_\_ the units were occupied only by Qualified Affordable Tenants and Qualified Attainable Tenants or other eligible persons (as defined in the Housing Agreement) whose names and current addresses and whose employer's names and current addresses appear below:

Names, addresses and phone numbers of Qualified Persons or eligible persons:

Names, addresses and phone numbers of employers:

[Attach copy of Schedule A Declarations]

4. The rent charged each month for the Dwelling Unit is as follows:
  - (a) the monthly rent on the date 365 days before this date of this statutory declaration: \$\_\_\_\_\_per month
  - (b) the rent on the date of this statutory declaration: \$ \_\_\_\_\_; and
  - (c) the proposed or actual rent that will be payable on the date that is 90 days after the date of the statutory declaration: \$\_\_\_\_\_.
5. I acknowledge and agree to comply with the Owner's obligations under this Agreement, and other charges in favour of the Municipality registered in the land title office against the land on which the unit is situated and confirm that the Owner has complied with the Owner's obligations under these Agreements.



6. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at

\_\_\_\_\_, British Columbia, )

this \_\_ day of \_\_\_\_\_, )

\_\_\_\_\_)  
A Commissioner for taking Affidavits  
For British Columbia )

\_\_\_\_\_