



File No.: Housing Agreement Bylaw
No. 178, 2024

DATE OF MEETING: November 1, 2024
TO: Hornby Island Local Trust Committee
FROM: Ian Cox, Planner 2
Northern Team
SUBJECT: Beulah Creek Village Housing Agreement Bylaw No. 178
Applicant: Hornby Island Housing Society & M'akola Development Services
Location: 5040 Central Road (PID: 028-221-401)

RECOMMENDATION

1. That the Hornby Island Local Trust Committee Bylaw No. 178 cited as "Hornby Island Housing Agreement Bylaw No. 178, 2024" be read a first time.
2. That the Hornby Island Local Trust Committee Bylaw No. 178 cited as "Hornby Island Housing Agreement Bylaw No. 178, 2024" be read a second time.
3. That the Hornby Island Local Trust Committee Bylaw No. 178 cited as "Hornby Island Housing Agreement Bylaw No. 178, 2024" be read a third time.
4. That the Hornby Island Local Trust Committee Bylaw No. 178 cited as "Hornby Island Housing Agreement Bylaw No. 178, 2024" be forwarded to the Secretary of the Islands Trust for approval by the Executive Committee.

REPORT SUMMARY

This purpose of this report is to present the Hornby Island Local Trust Committee (LTC) with draft Housing Agreement Bylaw No. 178 for the Beulah Creek Village housing development, located at 5040 Central Road. A housing agreement is required to operate "community housing" as use within the R3(a) zone on the subject property. Staff recommend the LTC give three readings to the bylaw and forward it to the Islands Trust Executive Committee for approval. No Policy Statement Directives Checklist is needed for EC consideration of administrative bylaws and so that step is not included in this report.

The LTC is being asked to:

1. Support the draft Housing Agreement Bylaw No. 178 to allow M'akola Development Services to operate Beulah Creek Village being constructed by BC Housing. The housing agreement and enabling bylaw will be registered on title by a Section 219 Land Title Act restrictive covenant;
2. Give readings to the enabling bylaw to support the Housing Agreement. The bylaw authorizes the LTC to enter into a housing agreement with another party or parties; and

3. Forward the bylaw to the Islands Trust Executive Committee (EC) for approval. Following EC approval, the LTC can consider final adoption and subsequent registration of the agreement/section 219 covenant on the property title at the Land Title Office.

BACKGROUND

The land on which the [Beulah Creek Village](#) housing project is located is zoned Residential 3A – Community Housing (R3A) under the [Hornby Island Land Use Bylaw No. 150](#) (LUB). The approximately 7.4 hectares of land at 5040 Central Road was donated to The Islanders Secure Land Association (ISLA) by the Weiss family years ago.

In 2018, the Hornby Island Elder Housing Society and ISLA began to work together with the assistance of BC Housing. The Hornby Island Elder Housing Society then changed its name to Hornby Island Housing Society (HIHS) and also broadened its mandate from serving senior citizens, to the needs of all ages. The subject lands are zoned for community housing via a multi-year LTC project that included amendments to the Official Community Plan (OCP) and LUB. HIHS is the current property owner and has engaged M’akola Development Services (M’akola) as the operator and Lessee for the planned housing units. BC Housing is the funder.

ANALYSIS

The provision of a housing agreement to operate affordable and community housing units on the subject lands is made necessary in this case by two mechanisms:

1. by the LUB definition of “community housing”, which defines the use as subject to a housing agreement under section 483 of the *Local Government Act (LGA)*; and
2. by an existing covenant on the property title which runs with the land, as registered by the former owner and donor, the Weis family, between themselves and the LTC.

The situation is unique in that generally, housing agreements come about as a requirement of a rezoning application, where the applicant, staff, and the LTC work together to include terms that are specific to a proposed development. In this case, the R3A zone was created through a LTC bylaw review and amendment process, as mentioned, and not as a result of an external application. These two items are explained further in the following sections.

Land Use Bylaw

“Community Housing” is a permitted principal use in the R3A zone, where *community housing*, “means dwelling units that are deed restricted and/or rent controlled, that are subject to a housing agreement under Section 483 of the LGA and are constructed for community residents on land that is owned by a government body or agency or a non-profit organization constituted under the *Societies Act*”.

Existing Covenant

Restrictive Covenant FB349374 was registered to the property in 2010 and subsequently modified in 2017 with a new document, CA6451846, removing the requirement of the original which stipulates that “no more than one third of the housing units, at any time, will be rental” (**see Attachment 1**).

Restrictive covenant FB349374 requires that the donated lands be used only for Community Housing, and includes a term stating the covenant will become obsolete if the land owner enters into a housing agreement under the *Islands Trust Act* and the *Local Government Act*. The covenant stipulates only that a housing

agreement is necessary for the covenant to become obsolete, but does not dictate specific terms such as rental rates. The original version of the document did stipulate that a maximum of one third of the units be rentals, but the subsequent modification removed that requirement as discussed above.

Housing Agreement

The primary purpose of a housing agreement is to ensure affordability for the renters or owners into the future. While the terms and conditions of an agreement can vary between properties, a housing agreement usually serves to limit rental rates or sale price (rental rates in this case), and may also stipulate who may reside in the units on the property by establishing eligibility requirements, organized in order of priority as this agreement does. The specific terms, such as the rental amounts and other charges, are determined at the time that an individual housing agreement is drafted.

There are three parts to a housing agreement:

1. The Bylaw: established by the LTC, authorizing it to enter into a housing agreement with another party or parties;
2. The Housing Agreement: attached to the bylaw and is the contract between the parties to provide affordable housing in the form of a Section 219 Land Title Act restrictive covenant; and
3. Registration: once the housing agreement bylaw is approved, the housing agreement/covenant will be registered on the property title at the Land Title Office.

M'akola, BC Housing, and Islands Trust staff have worked to draft a housing agreement to meet the requirements of the BC Housing funding model from the Islands Trust template that was developed in consultation with its legal counsel; the intent of the template being to eliminate or minimize cost to applicants seeking to provide affordable housing. The template provides flexibility to incorporate project-specific details. Since there has been no significant modification, legal review by Islands Trust is not necessary. There have been no significant changes to the template in terms of the standard General Terms (including for Indemnity, Transfer, Release, Remedies, etc.), but includes specific terms to align with the funder/operator lease and operating agreement requirements such as eligibility, rental rates to be determined by the funder, and so on (**see Attachment 2**).

Statutory Notification | Public Comments

In accordance with the *Local Government Act*, notice of First Reading of the bylaw was published in the Hornby Tribune on October 16th and 23rd, 2024 and posted to the bulletin board at the Hornby Co-op, as well as published on the Hornby LTC web page, and a LTC Caorda subscriber email was sent out (see **Attachment 3**).

At the time of writing, no official written public correspondence was received in response to the notification. However, staff note at least one instance of concern raised by the public prior to the notification, regarding the lease/operator agreement between BC Housing and M'akola and how this might affect the terms of the housing agreement - specifically the following points:

- **Eligibility as Qualified Renter**– Will the housing agreement stipulate only Hornby residents or permit off-island applicants?

See Schedule “B” to the housing agreement in Attachment 2.

- **Perpetuity of affordable units** – The lease agreement between BC Housing and the Operator appears to state that the use could change in the future if affordable housing becomes unfeasible to operate.

The LUB zoning permits three principal uses on the subject land: community housing, residential use of a dwelling, and accessory uses, buildings and structures). Any use conducted on the lands would need to comply with the bylaw. Further questions about the development and operations should be directed to BC Housing and/or M’akola representatives.

- **Affordability of the market rate units** - BC Housing website lists the program requirements of the Canada Mortgage and Housing Corporation (CMHC), stating that the initial market rent approved by BC Housing must be “maintained at or above the CMHC average market rent”. Why is this the case?

This technical question should be answered by BC Housing or M’akola representatives.

- **Concern for definition of low to moderate income** –Tenant Income Eligibility on the website lists low and moderate income limits for 2024 at \$85,000 - \$100,000 and that applicants must make between these amounts to be eligible. Concern was raised that this is not truly affordable housing or in line with the original intent of the donated lands.

This question/concern should also be directed to BC Housing or M’akola representatives (the operator).

Staff understand that matters regarding the housing development operations are the jurisdiction of BC Housing and between that body and the operator, since the existing registered covenant and modification run with the land and stipulate only that they will become obsolete if a housing agreement replaces them. There are no rent or tenure-specific terms in the covenant or its modification to the best of staff’s knowledge.

Referrals

Referrals to agencies and First Nations are not required for administrative bylaws such as a housing agreement. Referrals were conducted when the land was rezoned to R3A and the OCP and LUB were amended by the LTC of the time.

Public Hearing

The Province of BC has recently amended the *Local Government Act* in several ways that change the land use planning framework, with the objective to enable local governments to provide more housing opportunities in an expedited manner. One of the changes to Section 464 means that Public Hearings are no longer required for, nor allowed, if the subject bylaw is directly related to housing; therefore a Public Hearing will not be held for proposed Bylaw No. 178.

RATIONALE FOR RECOMMENDATIONS

The Beulah Creek lands have been intended for community housing since they were donated by the Weiss family and later zoned for that purpose by the LTC. The Hornby community and various housing groups and individuals have worked many years to see the project realized. The land is zoned appropriately for community housing as R3A under the Hornby LUB and as such requires that a housing agreement be applied in order to conduct the community housing use. The staff recommendations are found on page 1 of this report. Administrative bylaws do not require Ministerial approval.

NEXT STEPS

If the LTC chooses the recommendations on page 1 of this report, staff will forward the bylaw to the Secretary of the Islands Trust Executive Committee for approval. If approved by the Executive Committee, the LTC could consider adoption of the bylaw by Resolution Without Meeting if no further discussion is anticipated. This is lawful under the current applicable provincial statutes for administrative bylaws and would allow the funder and operator to proceed with construction of the project more expediently and prior to the next regular LTC business meetings in 2025 which have not yet been scheduled.

ALTERNATIVES

1. Request further information

The LTC may request further information prior to making a decision. If selecting this alternative, the LTC should describe the specific information needed and the rationale for this request. Recommended wording for the resolution is as follows:

That the Hornby Island Local Trust Committee request that staff/Hornby Island Housing Society provide the following information [description] to the Islands Trust prior to considering [further] [X] reading(s) of proposed Hornby Island Housing Agreement Bylaw No. 178, 2024.

2. Receive for information

The LTC may receive the report for information and defer consideration to a future LTC meeting date.

Submitted By:	Ian Cox, Planner 2	October 18, 2024
Concurrence:	Renée Jamurat, RPP MCIP, Regional Planning Manager	October 21, 2024

ATTACHMENTS:

1. Existing Restrictive Covenant FB349374 and Modification CA6451846
2. Proposed Bylaw No. 178, 2024 and draft Housing Agreement.
3. Statutory Notice of First Reading

VICTORIA LAND TITLE OFFICE

DECLARATION(S) ATTACHED
CA6451846

Nov-17-2017 14:19:30.001

LAND TITLE ACT
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 3 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Michael Steven Krugel ZKMZWM
Digitally signed by Michael Steven Krugel ZKMZWM
Date: 2017.11.17 14:15:52 -08'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

KRUGEL & COMPANY (#011781)

Barristers & Solicitors

#102 - 635 Fitzgerald Avenue

Courtenay

BC V9N 2R4

Tel: (250) 338-0644

File: 17-272

Document Fees: \$71.58

STC Fees: \$14.31

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

028-221-401 LOT 1, SECTION 11, HORNBY ISLAND, NANAIMO DISTRICT, PLAN VIP87990

STC? YES

3. NATURE OF INTEREST

Modification

CHARGE NO.

FB349374

ADDITIONAL INFORMATION

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms D.F. No.

(b) Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

BERNHARD WEISS AND CHRISTA MARTHA MARIA WEISS

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

ISLANDERS' SECURE LAND ASSOCIATION INC.

7720 CENTRAL ROAD

HORNBY ISLAND

V0R1Z0

BRITISH COLUMBIA

CANADA

Incorporation No

S-0048785

7. ADDITIONAL OR MODIFIED TERMS:

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges 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.

Officer Signature(s)

Michael Krugel

Barrister & Solicitor

#102 - 635 Fitzgerald Avenue

Courtenay, BC V9N 2R4

Tel: (250) 338-0644

Execution Date

Y	M	D
17	11	15

Transferor(s) Signature(s)

Bernhard Weiss

Christa Martha Maria Weiss

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
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Michael Krugel
Barrister & Solicitor
#102 - 635 Fitzgerald Avenue
Courtenay, BC V9N 2R4
Tel: (250) 338-0644

Y	M	D
17	10	18

Islanders' Secure Land Association Inc.
by its authorized signatory:

Katherine Ronan

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.

Part 2

COVENANT MODIFICATION AGREEMENT

Dated as of September 25, 2017

Between:

Islanders' Secure Land Association Inc.
7720 Central Road
Hornby Island, BC V0R 1Z0

(the "Transferee")

And:

Bernhard Weiss and Christa Martha Maria Weiss
550 Central Road
Hornby Island, BC V0R 1Z0

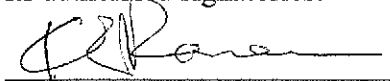
(collectively, the "Transferor")

In consideration of the payment of \$1.00 by the Transferee to the Transferor (receipt and sufficiency acknowledged) the Transferor hereby agrees to modify Restrictive Covenant FB49374 as follows:

1. In paragraph 1 of page 2 of Part 2, Terms of Instrument, delete: "and no more than one-third of the housing units, at any time, will be rental"; and
2. In all other respects, the document remains unchanged.

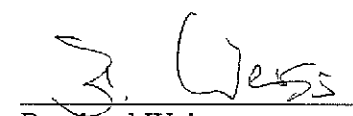
In witness of this Agreement, the parties have signed below as of the date first written above.

Islanders' Secure Land Association Inc. by
its authorized signatories:




print name: KATHERINE ROWAN

print name: _____



Bernhard Weiss



Christa Martha Maria Weiss

**LAND TITLE ACT
FORM DECLARATION**

Related Document Number: CA6451846

PAGE 1 OF 1 PAGES

Your electronic signature is a representation that: you are a subscriber as defined by the Land Title Act, RSBC 1996, C.250, the original or where designated by the Director, a true copy of the supporting document is in your possession and that the summary of the material facts set out in this declaration accurately reflects the material facts set out in each supporting document and if a supporting document is evidenced by an imaged copy the material facts of the supporting document are set out in the imaged copy of it attached. Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the Land Title Act.

Michael
Steven Krugel
ZKMZWM

Digitally signed by
Michael Steven
Krugel ZKMZWM
Date: 2017.12.20
10:39:46 -08'00'

Item 3. Nature of Interest; Additional Information should read: "modification granted by registered owners of dominant tenement: Lot B, Sections 5 and 11, Hornby Island, Nanaimo District, Plan VIPP87054; P.I.D. 028-022-963".

Item 6. Transferee(s) should read: "Islanders' Secure Land Association".

NOTE:

A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

Fee Collected for Document: \$12.88

LAND TITLE ACT
FORM C

26 MAY 2010 10 39

FB349374

2/3

(Section 219.81)
Province of
British Columbia

db 5/26/2010 10:39:18 AM 1 1

GENERAL DOCUMENT - PART 1

(This area for Land Title Office use)

Change PAGE 1 OF 5 PAGES

1C

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

KRUGEL & COMPANY (#011781)
Barristers & Solicitors
#102 - 635 Fitzgerald Avenue, Courtenay, B.C.
V9N 2R4 Telephone: (250) 338-0644

c/o BEST SEARCH AND REGISTRY

Signature of applicant, applicant's solicitor or agent

2., PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION OF LAND: *

(PID) (Legal Description)

LOT 1, SECTION 11, HORNBY ISLAND, NANAIMO DISTRICT, PLAN VIP 87990

3. NATURE OF INTEREST: **

(Description)

Document Reference
(page and paragraph)

RESTRICTIVE COVENANT

ENTIRE DOCUMENT

FB293154
Person Entitled to Interest
Lot 3 Sections 5 and 11, Hornby Island, Nanaimo District TRANSFEREE
Plan VIP 87054

4. TERMS: Part 2 of this Instrument consists of (select one only)

- (A) FILED STANDARD CHARGE TERMS []
- (B) EXPRESS CHARGE TERMS [X]
- (C) RELEASE []

- D.F. NO.
- ANNEXED AS PART 2
- THERE IS NO PART 2 OF THIS INSTRUMENT

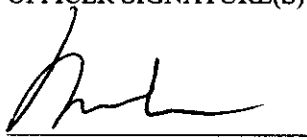

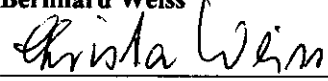

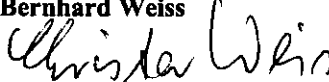
A SELECTION OF (A) INCLUDES ANY ADDITIONAL OR MODIFIED TERMS REFERRED TO IN ITEM 7 OR IN A SCHEDULE ANNEXED TO THIS INSTRUMENT. IF (C) IS SELECTED, THE CHARGE DESCRIBED IN ITEM 3 IS RELEASED OR DISCHARGED AS A CHARGE ON THE LAND DESCRIBED IN ITEM 2.

5. TRANSFEROR(S): * **BERNHARD WEISS and CHRISTA MARTHA MARIA WEISS**

6. TRANSFEREE(S): (including postal address(es) and postal code(s))*
BERNHARD WEISS and CHRISTA MARTHA MARIA WEISS, both of 550 Central Road, Hornby Island, British Columbia, V0R 1Z0

7. ADDITIONAL OR MODIFIED TERMS: * N/A

8. EXECUTION(S): ** THIS INSTRUMENT CREATES, ASSIGNS, MODIFIES, ENLARGES, DISCHARGES 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.

<p>OFFICER SIGNATURE(S)</p>  <p>Michael S. Krugel Barrister & Solicitor 102 - 635 Fitzgerald Avenue Courtenay BC V9N 2R4 (as to all signatures)</p>	<p>EXECUTION DATE</p> <table border="1" style="border-collapse: collapse; width: 100px; height: 100px;"> <tr> <td style="text-align: center;">Y</td> <td style="text-align: center;">M</td> <td style="text-align: center;">D</td> </tr> <tr> <td style="text-align: center;">10</td> <td style="text-align: center;">05</td> <td style="text-align: center;">07</td> </tr> </table>	Y	M	D	10	05	07	<p>PARTY(IES) SIGNATURE(S)</p>  <p>Bernhard Weiss</p>  <p>Christa Martha Maria Weiss</p>  <p>Bernhard Weiss</p>  <p>Christa Martha Maria Weiss</p>
Y	M	D						
10	05	07						

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.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
** If space insufficient, continue executions on additional page(s) in Form D.

PART 2**TERMS OF INSTRUMENT****RESTRICTIVE COVENANT****Community Housing****DEFINITIONS:**

- A. The "Transferors" mean the Transferors as set out in Item 5 on Page 1 (Form C) of the attached General Instrument – Part 1;
- B. The "Transferees" mean the Transferees as set out in Item 6 on Page 1 (Form C) of the attached General Instrument – Part 1; and
- C. The "Lands" mean the Land(s) as set out in Item 2 on Page 1 (Form C) of the attached General Instrument – Part 1.
- D. "Community Housing" means dwelling units that are deed restricted and/or rent controlled, that are subject to a housing agreement under s. 905 of the *Local Government Act* and are constructed for community residents on land that is owned by a government body or agency or non-profit organization constituted under the *Society Act*.

WHEREAS:

- A. The Transferors intend that the Lands will be used for purposes of Community Housing.
- B. The Transferors intend to transfer the Lands to a registered Society and it is expected that the Society will enter into a housing agreement pursuant to s. 29 of the *Islands Trust Act* and s. 905 of the *Local Government Act* regarding the occupancy of housing units located on the Lands and related matters.
- C. Until such time as the housing agreement is completed, the Transferees have requested that the Transferors enter into the within covenant over the Lands.
- D. The Transferees are the registered owners of land adjacent to the Lands which is:

LOT B, SECTIONS 5 AND 11, HORNBY ISLAND, NANAIMO DISTRICT, PLAN VIP87054
PID: 028-022-963

THEREFORE that in consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration now paid by the Transferees to the Transferors (the receipt and sufficiency of which is hereby acknowledged), the Transferors hereby grants this covenant for registration as a charge against the Lands on the following terms:

1. Hereafter, in perpetuity, the Lands shall not be used, subdivided and occupied except as Community Housing and no more than one-third of the housing units, at any time, will be rental housing. This covenant will be obsolete if the Transferor or their successors enter into a housing agreement pursuant to s. 29 of the *Islands Trust Act* and s. 905 of the *Local Government Act* regarding the occupancy of housing units located on the Lands and related matters, generally in accordance with the foregoing restriction.
2. The Transferors will indemnify and save harmless the Transferees and their servants and agents against all losses, damages, costs and expenses, including legal fees, and other professional advisors, arising out of any breach, violation or non-performance of any term, condition, covenant, or other provision of this Agreement.
3.
 - (a) No term, condition, covenant or other provision of this Agreement will be considered to have been waived by the Transferees unless the waiver is expressed in writing by the Transferees.
 - (b) Any waiver by the Transferees of any term, condition, covenant or other provision of this Agreement or any waiver by the Transferees of any breach, violation or non-performance does not constitute and will not be construed as a waiver of any further or other term, condition, covenant or other provision of this Agreement or any further or other breach, violation or non-performance of any term, condition, covenant, or other provision of this Agreement.
4. The terms, conditions, covenants and other provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties and their respective successors and assigns.
5. In this Agreement unless the context otherwise requires, the singular includes the plural and vice versa.
6. This Agreement shall be interpreted according to the Laws of British Columbia.
7. Where there is a reference to an enactment in this Agreement, the reference will include any subsequent enactment of the Province of like effect and all enactments referred to are enactments of the Province of British Columbia.
8. If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by the law.
9. The Transferors agree that the Transferees are entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Transferors of this Agreement. Further, the Transferors agree that the foregoing provision is reasonable given the public interest in restricting the occupancy of the Lands in accordance with this Agreement.
10. Wherever in this Agreement an act, determination, consent approval or agreement of the Transferees is provided for, such act, determination, consent, approval or agreement may be done or made in accordance with the terms of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, shall have any application.

11. No condoning, excusing or overlooking by the Transferees of any default under this Agreement, nor any consent, approval, or agreement whether written or otherwise shall be taken to operate as a waiver by the Transferees of any subsequent default or of the necessity for further consent, approval or agreement in respect of a subsequent matter requiring it under this Agreement, or in any way to defeat or affect the rights or remedies of the Transferees.
12. The Transferors are only liable for breaches of this Agreement that occur while the Transferors are the registered owners of the Lands.
13. This Agreement may not be modified or amended upon an agreement in writing between the Transferees and the Transferors. This Agreement may be terminated or discharged by the Transferees without the consent or agreement of the Transferors.
14. Any notice required to be given pursuant to this Agreement shall be in writing and shall be given to the Transferors or the Transferees, as the case may be, at the address first above written, or to any other address of which either the Transferors or the Transferees may advise the others in writing in accordance with this paragraph. If given in person or by facsimile transmission, such notice will be deemed to be received when delivered and, if mailed, such notice will be deemed to have been received on the fifth business day after the date of mailing except in the event of an interruption in mail service, when such notice will be deemed to be received only when actually received by the party to whom it is addressed.
15. This Agreement shall enure to the benefit of and be binding on the Transferees and their successors and on the Transferors and their heirs, successors, personal representatives, administrators, assignees, and successors in title.
16. The remedies of the Transferees specified in this Agreement are cumulative and are in addition to any remedies of the Transferees at law or in equity. No remedy shall be deemed to be exclusive, and the Transferees may from time to time have recourse to one or more or all of the available remedies specified herein or at law or in equity.
17. Each covenant and agreement contained in this Agreement is, and shall be construed to be, a separate and independent covenant or agreement and the breach of any such covenant or agreement by the Transferors shall not discharge or relieve the Transferors from their obligations to perform. If any term or provision of this Agreement, or its application to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.
18. In the case of more than one Transferor, the grants, covenants, conditions, provisions, agreements, rights, powers, privileges and liabilities of the Transferor shall be construed and held to be several as well as joint.

19. Nothing in this Agreement shall constitute the Transferors as agents, joint venturers or partners of the Transferees or give the Transferors any authority or power to bind the Transferees in any way.
20. Time is of the essence in this Agreement.
21. The parties shall execute and do all such further deeds, acts, things and assurances as they reasonably require to carry out the intent of this Agreement.
22. No consent or approval given by the Transferee under this Agreement shall derogate from or bind the Transferee in the exercise of any statutory duty, power or discretion.
23. The Transferors agree to do everything necessary at the Transferors' expense to ensure that this Agreement is registered against title to the Lands with priority over all financial charges, liens and encumbrances registered or pending at the time of application for registration of this Agreement.
24. This Agreement runs with the Lands of the Transferors and will be registered as a Charge against the Lands.
25. The Transferors will do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to this Agreement.
26. All obligations on and benefits accruing to the persons comprised in the Transferees or the Transferors apply only in respect of such benefits or obligations which arise during the period in which any such person is registered as transferor of any portion of the Lands.

IN WITNESS WHEREOF, the parties acknowledge that this Instrument has been duly executed and delivered by executing Form C attached to the terms of this Agreement.

END OF DOCUMENT

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HORNBY ISLAND LOCAL TRUST COMMITTEE

BYLAW NO. 178

A BYLAW TO AUTHORIZE A HOUSING AGREEMENT

WHEREAS the Hornby Island Local Trust Committee is the Local Trust Committee having jurisdiction on and in respect of the Hornby Island Local Trust Area, pursuant to the *Islands Trust Act*;

AND WHEREAS Section 483 of the Local Government Act and Section 29 of the *Islands Trust Act* permit the Local Trust Committee to enter into a housing agreement;

AND WHEREAS the Hornby Island Local Trust Committee wishes to enter into a Housing Agreement;

NOW THEREFORE the Hornby Island Local Trust Committee enacts in open meeting assembled as follows:

1. This Bylaw may be cited for all purposes as “Hornby Island Housing Agreement Bylaw No. 178, 2024”.
2. Any one Trustee of the Hornby Island Local Trust Committee are authorized to execute an agreement in the form attached to this Bylaw with the HORNBY ISLAND HOUSING SOCIETY, a society incorporated under the laws of the province of British Columbia under incorporation number S-0028556.

READ A FIRST TIME THIS _____TH day of _____, 20____

READ A SECOND TIME THIS _____TH day of _____, 20____

READ A THIRD TIME THIS _____TH day of _____, 20____

APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS

_____TH day of _____, 20____

ADOPTED THIS _____TH day of _____, 20____

CHAIRPERSON

SECRETARY

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LAND TITLE ACT
TERMS OF INSTRUMENT – PART 2

Housing Agreement and Section 219 Covenant
(Section 438 Local Government Act and Section 219 Land Title Act)

THIS AGREEMENT DATED FOR REFERENCE THE [day] OF [month], 20__ is BETWEEN:

HORNBY ISLAND HOUSING SOCIETY, a society incorporated under the laws of the province of British Columbia under incorporation number S-0028556.

(the “Owner”);

AND:

HORNBY ISLAND LOCAL TRUST COMMITTEE, a corporation under the *Islands Trust Act*, having an office at 2nd Floor, 1627 Fort Street, Victoria, B.C., V8R 1H8

(the “Trust Committee”)

AND:

M’AKOLA HOUSING SOCIETY, a society incorporated under the laws of the province of British Columbia under incorporation number S-18870.

(the “Lessee”)

WHEREAS:

- A. The Owner is the registered owner of the Lands situated at 5040 Central Road and legally described as:

PID 028-221-401
LOT 1, SECTION 11, HORNBY ISLAND, NANAIMO DISTRICT, PLAN VIP87990

(the “Lands”);

- B. The Owner intends to construct on the Lands a residential development that will include Affordable Housing Units (hereinafter defined) to rent, by way of a Tenancy Agreement, at an affordable rate to Qualified Renters (hereinafter defined);
- C. The Trust Committee may, pursuant to Section 29 of the *Islands Trust Act* and Section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions

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regarding the occupancy, tenure and availability to specified classes of persons of dwelling units located on those lands;

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- D. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the Trust Committee in respect of the use of land;
- E. The Owner and the Trust Committee wish to enter into this Agreement to provide affordable housing on the Lands on the terms and conditions of this Agreement and to restrict the use of the Lands on the terms and conditions of this Agreement, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*; and
- F. The Trust Committee has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement.

THIS AGREEMENT is evidence that in consideration of \$1.00 paid by the Trust Committee to the Owner (the receipt of which is acknowledged by the Owner), and in consideration of the promises exchanged below, the Trust Committee and the Owner agree, as covenants granted by the Owner to the Trust Committee under Section 219 of the *Land Title Act*, and as a housing agreement between the Owner and the Trust Committee under Section 483 of the *Local Government Act*, as follows:

Article 1

a. **Definitions** – In this Agreement:

“Affordable Housing Funder” means BC Housing, Canada Mortgage and Housing Corporation or other agency that provides a grant or preferential rate loan to support the development of Affordable Housing Units on the Lands;

“Affordable Housing Unit” means a studio, 1 bedroom, 2 bedroom or 3 bedroom Dwelling Unit on the Lands in respect of which the construction, tenure, rental and occupancy are restricted in accordance with sections b through e of this Agreement;

“Annual Household Income” means the combined gross income of all adult members of a Household, as shown on line 150 of the preceding year’s T1 General Income Tax and Benefit return;

“BC Housing” means the British Columbia Housing Management Commission;

“Funding Agreement” means an agreement entered into or to be entered into between an Affordable Housing Funder and the Owner or the Lessee that governs the allowable rental rates for the Dwelling Units on the Lands, and/or the eligibility criteria for Qualified Renters;

“Dwelling Unit” means a dwelling unit as defined in the Hornby Island Land Use Bylaw No. 150, 2014, as amended or replaced from time to time;

“Community Housing” means dwelling units as defined in the Hornby Island Land Use Bylaw No. 150, 2014, as amended or replaced from time to time;

“Essential Service Provider” means a person who provides services that are essential to supporting life, health, public safety and basic societal functioning. These include, but are not limited to, workers in health care, education, child and elder care, emergency services, tradespersons in areas of critical infrastructure.

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“Household” means an applicant, spouse (if applicable) and dependent children (if applicable), and for Affordable Housing Units with two (2) or more bedrooms has a minimum of two (2) persons that must include at least one dependent child.

“Housing Income Limits” means the maximum gross household income for eligibility in an affordable housing program (for each category of dwelling unit), based on figures established by the Canada Mortgage and Housing Corporation, and are intended to reflect the minimum income required to afford appropriate accommodation in the private market, as published by BC Housing from time to time;

“Lands” means the parcel of land legally described as PID 028-221-401 LOT 1, SECTION 11, HORNBY ISLAND, NANAIMO DISTRICT, PLAN VIP87990;

“Lessee” means the M’akola Housing Society;

“Lessor” means the Hornby Island Housing Society;

“Low and Moderate Income Limits” means the Low and Moderate Income Limits as published by BC Housing from time to time;

“Operating Agreement” means an agreement entered into or to be entered into between an Affordable Housing Funder and the Owner or the Lessee of the Lands that relates to the management of the building containing the Affordable Housing Units, as same may be amended from time to time at the request of the Affordable Housing Funder;

“Qualified Renter” means a Household which: (i) is comprised of at least one member who meets the eligibility criteria in Schedule B; and (ii) meets the eligibility criteria of the Affordable Housing Funder(s) if an Operating Agreement or Funding Agreement is in place;

“Residential Tenancy Act” means the *Residential Tenancy Act* (British Columbia); and

“Tenancy Agreement” means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

b. Agreement over the Lands – Pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act*, the Owner covenants and agrees that the Lands may be used only in accordance with the following conditions:

- i. the Lands must not be used, and no building or structure may be constructed on the Lands except in accordance with any development permit and any Siting and Use Permit issued by the Trust Committee.
- ii. the Lands must at all times be used and occupied in compliance with all statutes, laws, regulations, orders of any authority having jurisdiction, and this Agreement;
- iii. it will design, construct and maintain in a reasonable state of repair the Affordable Housing Units on the Lands in accordance with the terms of this Agreement;
- iv. the Lands must not be used or occupied for residential purposes unless the buildings are constructed to meet:

1. the performance requirements of the BC Energy Step Code 3 energy efficiency

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standards established by the British Columbia Building Code Regulation, B.C. Reg. 264/2012 (the "Performance Standards") of the *Building Act* (BC) , or

2. if required by an Affordable Housing Funder, a different energy performance target, and
3. the Owner has provided to the Trust Committee confirmation from a qualified professional that the building has been constructed and is operating in accordance with item 1 or item 2, as the case may be;

c. Affordable rental housing eligibility - The Owner covenants and agrees that the Affordable Housing Units on the Lands will only be occupied under all of the following criteria:

- i. either:
 - a. if the Owner or Lessee has an Operating Agreement with an Affordable Housing Funder under which the Affordable Housing Funder has agreed to provide funding for the construction or operation of affordable housing on the Lands, the Household must meet the income and/or non-financial criteria imposed on the occupancy of the relevant Affordable Housing Unit on the Lands established by such Affordable Housing Funder.; or
 - b. where section c.i.a. above does not apply (for clarity, where there is no Operating Agreement with an Affordable Housing Funder in place), the Household's Annual Household Income must be less than or equal to BC Housing's Housing Income Limits.
- ii. the Household will occupy the Affordable Housing Unit as their permanent, principal, and sole residence;
- iii. the Household is comprised of at least one Qualified Renter; and
- iv. the Household complies with application criteria established by the Owner acting reasonably as a responsible landlord such as credit and reference checks or property rules regarding smoking and pets.

and The Owner and Lessee covenant and agree to:

- v. include in every Tenancy Agreement a prohibition on subletting, including short-term vacation rentals, and a provision entitling the Owner to terminate the Tenancy Agreement in accordance with the *Residential Tenancy Act* in the event of any breach of that prohibition;
- vi. specify in every Tenancy Agreement the existence of this Agreement and the occupancy restrictions applicable to the Affordable Housing Unit, and provide to each tenant, upon their request, a copy of this Agreement; and

d. Rental rates - The Owner and Lessee covenant and agree that:

- i. the rent payable by a Qualified Renter for an Affordable Housing Unit will be determined by the Affordable Housing Funder while an Operating Agreement is in place between the Affordable Housing Funder and the Owner, or between the Affordable Housing Funder and the Lessee. The Lessee shall remain in compliance with the Operating Agreement while it is in place.
- ii. Following the expiry or termination of the Operating Agreement, rent payable by a Qualified Renter will be determined by the Owner or Lessee, and must not exceed 30% of one twelfth of the Qualified Renter's Annual Household Income or such lesser amount as would be required to meet the ongoing operating expenses of Owner, acting reasonably as a responsible landlord.

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- iii. it will not require any tenant under a Tenancy Agreement to pay any extra charges or fees for use of any well or septic system, or property taxes. For clarity, this limitation does not apply to cablevision, telecommunications, laundry, or gas or electricity utility fees or charges.
- e. **Order to Comply** – If the Owner is in default of the performance or observance of this Agreement, the Trust Committee may give the Owner a notice of default requiring the Owner to comply with this Agreement within the time stated in the notice and in accordance with notice requirements upheld by the Residential Tenancy Act. The Owner agrees that any breach or default in the performance of this Agreement on its part must be corrected, to the satisfaction of the Trust Committee, within the time stated on the notice of default provided to the Owner by the Trust Committee.
- f. **Statutory Declaration from Owner** – The Owner shall deliver to the Trust Committee by the end of January of each year, a completed statutory declaration, substantially in the form attached as Schedule “A”, sworn by the Owner, in relation to the Affordable Housing Units. The Owner irrevocably authorizes the Trust Committee to make inquiries it considers necessary and reasonable in order to confirm compliance with this Agreement.
- g. **Management** – The Owner covenants and agrees to furnish good and efficient management of the Lands. If and when the Trust Committee has reasonable grounds to believe that a continuing breach of this Agreement exists, the Trust Committee may authorize its representatives to inspect the Lands at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act* and subject to the concurrent delivery of such a notice to the Owner.
- h. **No Transfer** – The Owner must not (except by way of Tenancy Agreement, mortgage, covenant, right of way, or easement) transfer the Lands, other than to another non-profit organization or society incorporated under the *Societies Act*, having as its objective the management of affordable housing, or the Provincial Rental Housing Corporation, unless it obtains the prior written consent of the Trust Committee.
- i. **Society Standing** – The Owner must maintain its standing as a society under the *Societies Act*, and must not amend its Constitution in any manner that would prevent, or adversely affect, the ability of the Owner to perform its obligations under this Agreement.
- j. **Specific Performance of Agreement** – The Owner agrees that the Trust Committee is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement, in view of the public interest in restricting the occupancy of the Affordable Housing Unit. The Owner further acknowledges that a breach of this Agreement may constitute a breach of the Trust Committee’s Land Use Bylaw, as amended from time to time.
- k. **Assignment** – The Owner acknowledges that the Trust Committee may delegate or assign the administration and management of this Agreement to a third party, and, in that event, any reference in this Agreement to the Trust Committee shall be interpreted as a reference to that party provided that the Trust Committee has so advised the Owner.
- l. **Indemnity** – The Owner shall indemnify and save harmless the Trust Committee and each of its elected officials, officers, directors, employees, and agents from and against all claims, demands, actions, loss, damage, costs, and liabilities for which any of them may be liable by reason of any act or omission of the Owner or its officers, directors, employees, agents or contractors or any other person for whom the Owner is at law responsible, including breaches of this Agreement.

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- m. **Release** – The Owner releases and forever discharges the Trust Committee and each of its elected officials, officers, directors, employees, and agents and each of their heir, executors, administrators, personal representatives, successors and assigns from all claims, demands, damages, actions, or causes of action arising out of the performance by the Owner of its obligations under this Agreement, or the enforcement of this Agreement.
- n. **Trust Committee Powers Unaffected** – This Agreement does not limit the discretion, rights, duties or powers of the Trust Committee under any enactment or the common law, impose on the Trust Committee any duty or obligation, affect or limit any enactment relating to the use or subdivision of the Lands, or relieve the Owner from complying with any enactment.
- o. **No Public Law Duty** – Wherever in this Agreement an act, determination, consent, approval or agreement of the Trust Committee is provided for, such act, determination, consent, approval or agreement may be done or made in accordance with the terms of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice shall have any application.
- p. **No Waiver** – No condoning, excusing or overlooking by the Trust Committee of any default under this Agreement, nor any consent, approval, or agreement whether written or otherwise shall be taken to operate as a waiver by the Trust Committee of any subsequent default or of the necessity for further consent, approval or agreement in respect of a subsequent matter requiring it under this Agreement, or in any way to defeat or affect the rights or remedies of the Trust Committee.
- q. **Arbitration** – Any matter in dispute between the parties under this Agreement, including any disputes as to whether a particular individual is eligible to occupy a Affordable Housing Unit, must be referred to a single arbitrator if the parties can agree on one, and otherwise to three arbitrators, one to be appointed by each of the parties and the third by those two so appointed, and the matter must be resolved in accordance with the provisions of the *Arbitration Act* of British Columbia.
- r. **Notice on Title** – The Owner acknowledges and agrees that this Agreement constitutes both a covenant under Section 219 of the *Land Title Act* and a housing agreement under Section 483 of the *Local Government Act*, and agrees that the Owner will register a notice of this Agreement against title to the Lands.
- s. **Covenant Runs with the Land** – Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the Trust Committee in accordance with section 219 of the *Land Title Act* in respect of the Lands and this Agreement burdens the Lands and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including, by subdivision or by strata plan.
- t. **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 Lands.
- u. **Amendment** – This Agreement may not be modified or amended except by bylaw of the Trust Committee, upon an agreement in writing between the Trust Committee and the Owner.
- v. **Notices** – Any notice required to be given pursuant to this Agreement shall be in writing and shall be given to the Owner or the Trust Committee, as the case may be, at the address first above written, or to any other address of which either the Owner or the Trust Committee may advise the others in writing in accordance with this paragraph. Notice to the Trust Committee must be addressed to the Secretary

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of the Islands Trust. If given in person or by facsimile transmission, such notice will be deemed to be received when delivered and, if mailed, such notice will be deemed to be received only when actually received by the party to whom it is addressed.

- w. **Enurement** – This Agreement is binding upon and enures to the benefit of the parties and their respective successors and permitted assigns.
- x. **Remedies Cumulative** – The remedies of the Trust Committee specified in this Agreement are cumulative and are in addition to any remedies of the Trust Committee at law or in equity. No remedy shall be deemed to be exclusive, and the Trust Committee may from time to time have recourse to one or more or all of the available remedies specified herein or at law or in equity.
- y. **Severability** – Each covenant and agreement contained in this Agreement is, and shall be construed to be, a separate and independent covenant or agreement and the breach of any such covenant or agreement by the Owner shall not discharge or relieve the Owner from its obligations to perform. If any term or provision of this Agreement, or its application to any person or circumstance shall to any extent be found to be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.
- z. **Joint and Several** – In the case of more than one owner, the grants, covenants, conditions, provisions, agreements, rights, powers, privileges and liabilities of the Owner shall be construed and held to be several as well as joint.
- aa. **Included Words** – Wherever the singular or the masculine is used in this Agreement, it shall be deemed to include the plural or the feminine, or the body politic or corporate, where the context or the parties so require.
- bb. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia.
- cc. **Joint Venture** – Nothing in this Agreement shall constitute the Owner as an agent, joint venture or partner of the Trust Committee or give the Owner any authority or power to bind the Trust Committee in any way.
- dd. **Time of Essence** – Time is of the essence in this Agreement.
- ee. **Further Assurances** – The parties shall execute and do all such further deeds, acts, things and assurances as they reasonably require to carry out the intent of this Agreement.
- ff. **Priority** – The Owner agrees to do everything necessary at the Owner's expense to ensure that this Agreement is registered against title to the Lands with priority over all financial charges, liens and encumbrances registered or pending at the time of application for registration of this Agreement.
- gg. **Deed and Contract** – By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this

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Agreement is attached and which forms part of this Agreement.

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SCHEDULE "A"

OWNER STATUTORY DECLARATION

CANADA

IN THE MATTER OF A HOUSING AGREEMENT

PROVINCE OF BRITISH COLUMBIA

WITH THE HORNBY ISLAND LOCAL TRUST

COMMITTEE ("Housing Agreement")

I, _____, of _____, do solemnly declare that:

1. I am the _____ [director, officer, employee] of the [Owner], the owner of the land known as _____, Hornby Island, legally described as: _____ (the "Lands")
2. I make this declaration to the best of my personal knowledge.
3. This declaration is made pursuant to the Housing Agreement registered against the Lands.
4. For the period from _____ to _____, the Affordable Housing Units were used only by Qualified Renters (as defined in the Housing Agreement).
5. At no time during the last year were any of the Affordable Housing Units used as a short-term vacation rental or sublet.
6. The rental payments charged for the Affordable Housing Unit were in compliance with the Housing Agreement.
7. No subletting of the Lands has been permitted.
8. I acknowledge and agree to comply with all of the Owner's obligations under the Housing Agreement, and other charges registered against the Lands and confirm that the Owner has complied with all of its obligations under these Agreements.
9. 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
in British Columbia

Signature of person making declaration

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SCHEDULE "B"

Eligibility Criteria for Tenancy for a Qualified Household

To be eligible for tenancy: an applicant must be 19 years or older, a member of the applicant Household, and must, in no particular order of priority, be either:

- i. A Hornby Island resident who has been living on Hornby Island for no less than one year;
- ii. A non-resident of Hornby Island who has been working on Hornby Island for an average of at least 20 hours per week year-round for no less than one year;
- iii. A non-resident of Hornby Island who has verifiable year-round work on Hornby Island as an Essential Service Provider starting within 60 days of the commencement of the tenancy;
- iv. A member of K'ómoks First Nation, who is or has been a resident of Hornby Island.

Where there are no applicants for a vacant Affordable Housing Unit who meet the foregoing eligibility criteria, and this would result in the Affordable Housing Unit being vacant for more than one month, eligibility for tenancy will be expanded to include Households with at least one member aged 19 years or older who, in no particular order of priority, is either:

- v. A former resident of Hornby Island who has lived away from Hornby Island for no more than seven consecutive years;
- vi. A Hornby Island resident who has been living on Hornby Island for less than one year;
- vii. A non-resident of Hornby Island who has been working on Hornby Island for an average of 20 hours per week for less than one year;
- viii. A member of K'ómoks First Nation, regardless of current location of resident or work;
- ix. A person who self-identifies as Indigenous

Where there are no applicant Households for a vacant Affordable Housing Unit who include at least one Household member who meet the foregoing eligibility criteria, and this would result in the Affordable Housing Unit being vacant for more than one month, eligibility for tenancy will be expanded to include any applicant 19 years of age or older who is permitted as a tenant by an Affordable Housing Funder.



Hornby Island Local Trust Committee
NOTICE OF FIRST READING
Draft Bylaw No. 178

NOTICE is hereby given pursuant to s.467 of the *Local Government Act*, that the Hornby Island Local Trust Committee will consider first reading of draft Bylaw No. 178, cited as “Hornby Island Housing Agreement Bylaw No. 178, 2024” at its Regular Business Meeting scheduled at 11:30 a.m. on Friday, November 1, 2024, in person at the Hornby Island Community Hall, 4305 Central Road, Hornby Island.

What is Draft Bylaw No. 178 about?

Draft Bylaw No. 178 is a bylaw to adopt a housing agreement between the Hornby Island Local Trust Committee and Hornby Island Housing Society for the Beulah Creek Village community housing project, as required by the definition of “community housing” as a use in the Hornby Island Land Use Bylaw No. 150, 2014. The subject property is located at 5040 Central Road and is zoned R3(a) – Community Housing.

Legal Description: LOT 1, SECTION 11, HORNBY ISLAND, NANAIMO DISTRICT, PLAN VIP87990

PID: 028-221-401

The Local Trust Committee is not holding a Public Hearing for this Bylaw by the authority granted under Section 464(3)(c) of the *Local Government Act*, which states that a local government must not hold a public hearing if the sole purpose of the bylaw is to permit a development that is, in whole or in part, a residential development.

How Do I Get More Information?

A copy of the draft Bylaw may be viewed at the Islands Trust Office, 700 North Road, Gabriola Island, BC, or on the Islands Trust website <https://islandstrust.bc.ca/notice-of-first-reading-of-hornby-island-housing-agreement-draft-bylaw-no-178/> commencing October 18, 2024 and ending October 31, 2024 during regular business hours (8:30 am – 4:00 pm).

Enquiries or Written Comments may be directed to Ian Cox, Island Planner by **email** icox@islandstrust.bc.ca, or **phone** at 250-247-2207. For toll-free access, request a transfer to the above telephone number via Service BC: in Vancouver at 604-660-2421 and elsewhere in BC at 1-800-663-7867. Written submissions must be received at the Islands Trust Northern Office via email to northinfo@islandstrust.bc.ca or 700 North Road, Gabriola, BC V0R 1X3, no later than **4:00 p.m. Thursday, October 31, 2024**.

Nadine Mourao, Deputy Secretary