

From: Eleni Gibson <eleni@wiserprojects.com>
Sent: Friday, May 6, 2022 5:20 PM
To: Dan Rogers; David Maude; Jeanine Dodds
Cc: Narissa Chadwick; dagoldman@shaw.ca; David Brown
Subject: MIHS documents:
Attachments: ltr_rents_affordability_MIHS_06may2022.pdf; 2022 05 05- MIHS Housing Agreement.Final.May5.22.docx; ltr_covenant_mchugh_MIHS_06may2022.pdf; 2022 05 06- Sect 219 Covenant.MIHS Final.from Staff Report from MA-LTC_2021-10-25_AGD_PKG_FINAL-3.docx; 2022 05 05 - MIHS HA Amendments to GIGS Mar.22 - MC Review.and final - EG review.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon Trustees,

I am pleased to provide the attached documents in support of the rezoning application for 375 Village Bay Road (MA-RZ-2020.1) on behalf of the MIHS. Attached you will find:

- A letter outlining the rental structure proposed for the project
- A draft housing agreement that incorporates the proposed rental structure
- A letter from MIHS regarding requests from the family of Dr. Sean McHugh related to the s.219 covenant
- A draft s.219 Covenant, updated to address requests from the McHugh family
- A memo summarizing amendments to the housing agreement (adapted from the housing agreement draft submitted by GIGARHS)

Thank you and please do not hesitate to reach out if you have any questions.

Eleni Gibson (she/her)

MCP

Wiser Projects

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We acknowledge that our offices are on the traditional territories of the Lekwungen speaking peoples, and that the land's historical relationships with the Songhees, Esquimalt and WSÁNEĆ peoples have existed since time immemorial. As our work crosses many territories, we seek to acknowledge the histories and relationships all First Nations communities have with the land. We also affirm that colonialism, and the attitudes and practices that have accompanied it, contributes to the continued systemic discrimination and violence against Indigenous Peoples.

MIHS Housing Agreement and Section 219 Covenant:

For ease of review, MIHS is providing list of changes from GIGARHS Housing Agreement, March 4,/22

NOTE: This agreement is drafted and intended to be read with MIHS’ proposal on the section 219 covenant (to which the HA would be appended as a schedule) with the covenant done and registered on title at rezoning, the execution of the housing agreement can occur after subdivision and transfer of Lot 3 (as it is legally described after subdivision) to MIHS. This removes Dr. McHugh from the housing agreement, while ensuring that the commitments on affordability in the housing agreement are locked in at rezoning and run with the land, to satisfy the priorities of the LTC.

- A. The preamble has been updated to reflect the sequence of events leading to the execution of the housing agreement, including that the owner of the Property has agreed to rezone and subdivide, in order to transfer a portion of the Property to the Owner for affordable housing (Lot 3). The portion that will be transferred to the Owner is the “Lands” with its legal description to be inserted after subdivision (see clause “E”). The “Owner” is the Owner of the Land, Mayne Island Housing Society, with MIHS incorporation information and address.
- B. added the Mayne Island Land Use Bylaw No. 146, 2008 Amendment No. 1, 2021,

1.1 Definitions

BC Housing:	Removed a portion of this definition: For clarity, a “successor in function” of BC Housing will be a Crown Corporation, governmental department or other entity with a mandate from the provincial government to provide British Columbians with access to affordable, safe and appropriate housing that is accountable to the provinces’ Minister responsible for Housing or their successor.
Building or Buildings	Added
CPI	Added
Dwelling unit	Updated to refer to the Mayne Island Land Use Bylaw 146, 2008.
“Income of Couples with Children”	Updated so that the income of all the target groups to be increased by the Consumer Price Index for every calendar year between census years to allow for the limit to be reflective of and adjusted to the reasonable market rate. This allows for the average rent calculation to reflect reasonable assumptions about increasing incomes and ensures MIHS can operate sustainably.
“Income of Couples without Children”	
“Income of Lone-Parent Families”	
“Income of One-Person Households”	
“Property”	added

2.1 b) Removed: such approval not to be unreasonably withheld.

c) Removed: ...[design, construct, and]...

2.2 Added: b) Rental Housing Units will consist of a mix of one-bedroom, two-bedroom and at least one three bedroom units.

2.4 b) combined affordability for 2 bedroom and 3 bedroom units together as there will only be one 3 bedroom unit

2.9 Added reference to sec. 2.4 in the event of a conflict.

Article 3 Removed the discharge and release clauses, given the proposal above related to the timing of instruments and definition of “Lands” and “Owner” and removed any related references to the discharge and release throughout.

MAYNE ISLAND LOCAL TRUST COMMITTEE

BYLAW NO. XXX

A Bylaw to Authorize a Housing Agreement

WHEREAS the Mayne Island Local Trust Committee is the Local Trust Committee having jurisdiction on and in respect of the Mayne 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 Mayne Island Local Trust Committee wishes to enter into a Housing Agreement;

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

- 1. This Bylaw may be cited for all purposes as "Mayne Island Housing Agreement Bylaw No. XXX, year".
2. Any one Trustee of the Mayne Island Local Trust Committee are authorized to execute an agreement in the form attached to this Bylaw with [owner]

READ A FIRST TIME this X day of month, year
READ A SECOND TIME this X day of month, year
READ A THIRD TIME this X day of month, year

APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST this
X day of month, year

ADOPTED this X day of month, year

SECRETARY

CHAIRPERSON

Housing Agreement and Section 219 Covenant

THIS AGREEMENT DATED FOR REFERENCE THE _____ DAY OF, 20___, IS BETWEEN:

MAYNE ISLAND HOUSING SOCIETY, a society incorporated under the laws of the province of British Columbia under S0069211 and having its office at 518 Dalton Drive, Mayne Island BC, V0N 2J2

(the “Owner”);

AND:

MAYNE 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 “Local Trust Committee”)

WHEREAS:

- A. The registered owner of the Property situated on Mayne Island, British Columbia, and legally described as:

PID: 002-552-256

Lot B Plan VIP 27091 Section 7, Land District 16, Portion Mayne Island

(the “Property”)

agreed to rezone and subdivide the Property to permit the transfer of a portion of the Property to the Owner following rezoning and subdivision for the development and construction of affordable multi-family rental housing;

- B. The Property has been rezoned by the Local Trust Committee, with permission of the registered owner by means of Mayne Island Land Use Bylaw No. 146, 2008 Amendment No. 1, 2021, to permit the development of affordable multi-family rental housing (the “Rezoning”);
- C. The Property has been subdivided, with permission of the registered owner, to permit the creation and transfer of the Lands to the Owner for the development and construction of affordable multi-family rental housing (the “Subdivision”);
- D. The Lands have been transferred to the Owner for the development and construction of affordable multi-family rental housing;

E. The Owner is the registered owner of the Lands situated on Mayne Island, British Columbia, and legally described as:

PID: [NTD – insert legal description of Lot 3 following subdivision]

Mayne Island

(the “Lands”);

F. The Owner intends to rent units on the Lands, by way of rental agreement, to Qualified Renters at affordable rates;

G. The Local 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 regarding the occupancy, tenure and availability to Qualified Renters of dwelling units located on those lands;

H. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the Local Trust Committee in respect of the use of land or construction on land;

I. The Owner and the Local Trust Committee wish to enter into this Agreement to provide rental housing on 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

J. The Local 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 Local Trust Committee to the Owner (the receipt of which is acknowledged by the Owner), and in consideration of the promises exchanged below, the Local Trust Committee and the Owner agree, as covenants granted by the Owner to the Local Trust Committee under Section 219 of the *Land Title Act*, and as a housing agreement between the Owner and the Local Trust Committee under Section 483 of the *Local Government Act*, as follows:

Article 1: Definitions and Interpretation

1.1 Definitions – In this Agreement:

“Affordable Housing Funder” means an entity with a mandate to create and promote affordable housing, such as BC Housing or CMHC, that provides a grant or preferential rate loan to support the development of Rental Housing Units on the Lands.

“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 or BC Housings’ successor in function.

“Business Days”	means Monday to Friday inclusive except for those excluded days declared by lawful authority as holidays.
“Building” or “Buildings”	Means any building located or constructed on the Lands containing a Rental Unit
“Census Profile”	means the most recently available census profile published by Statistics Canada for the Southern Gulf Islands, regional district electoral area census subdivision or, in the event that Southern Gulf Islands, regional district electoral area census subdivision is amended, eliminated or replaced, a successor census subdivision which includes Mayne Island;
“CMHC”	means Canada Mortgage and Housing Corporation or its successors in function.
“CPI”	means the All-items Consumer Price Index for British Columbia as calculated by Statistics Canada, or its successor in function.
“Dwelling Unit”	means a dwelling unit as defined in the Mayne Island Land Use Bylaw 146, 2008.
“Household”	means one or more individuals occupying the same Dwelling Unit.
“Income of Couples with Children”	means the median total income of couple economic families with children as determined by Statistics Canada in the Census Profile, provided that this median total income is increased by the CPI for every calendar year since the Census Profile has been updated by Statistics Canada.
“Income of Couples without Children”	means the median total income of couple economic families without children or other relatives as determined by Statistics Canada in the Census Profile, provided that this median total income is increased by the CPI for every calendar year since the Census Profile has been updated by Statistics Canada.
“Income of Lone-Parent Families”	means the median total income of lone-parent economic families as determined by Statistics Canada in the Census Profile, provided that this median total income is increased by the CPI for every calendar year since the Census Profile has been updated by Statistics Canada.
“Income of One-Person Households”	means the median total income of one-person households as determined by Statistics Canada in the Census Profile, provided that this median total income is increased by the CPI for every calendar year since the Census Profile has been updated by Statistics Canada.
“Lands”	has the meaning ascribed in Recital E.
“Low and Moderate Income Limits”	means, as determined by BC Housing from time to time, <ul style="list-style-type: none"> a) for residential units with less than two (2) bedrooms, an Annual Household Income that does not exceed the median income for couples without children in British Columbia, as an example, for 2022 this figure is \$77,430; and

- b) for residential units with two (2) or more bedrooms, an Annual Household Income that does not exceed the median income for families with children in British Columbia, and as an example, for 2022 this figure is \$120,990.

“Operating Agreement”	means an agreement that sets out the amount, duration, and conditions of the subsidy provided by the provincial and/or federal governments, or an Affordable Housing Funder for the construction and/or operation of Rental Housing Units.
“Owner”	means the registered owner of the Lands.
“Permitted Housing Operator”	means the Mayne Island Housing Society, BC Housing, CMHC, a housing society, a non-profit housing corporation, or other entity approved by the Local Trust Committee in writing.
“Property”	has the meaning ascribed in Recital A.
“Qualified Renter”	means a person who meets the eligibility criteria for tenancy as set out in Schedule B and who meets the occupancy criteria set out in Section 2.3 of this Agreement and the Operating Agreement, if any.
“Rental Housing Unit”	means a Dwelling Unit on the Lands in respect of which the construction, tenure, rent, and occupancy are restricted in accordance with this Agreement.
“Residential Tenancy Act”	means the <i>Residential Tenancy Act</i> (British Columbia).
“Rezoning”	has the meaning ascribed in Recital B.
“Statistics Canada”	means the national statistics office or Statistics Canada’s successor in function.
“Subdivide”	means to divide, apportion, consolidate or subdivide the Lands or any Building on the Lands, or the ownership or right to possession or occupation of the Lands or any Building on the Lands, into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the <i>Land Title Act</i> , the <i>Strata Property Act</i> (British Columbia), or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or a “shared interest in land” as defined in the <i>Real Estate Development Marketing Act</i> (British Columbia).
“Tenancy Agreement”	means a written tenancy agreement as defined in, and subject to, the Residential Tenancy Act.
“Tenant Default”	has the meaning ascribed in section 2.3(d)(v).

1.2 Interpretation –

Reference in this Agreement to:

- a) A “party” is a reference to a party in this Agreement;
- b) A particular numbered “article” or “section” or to a particular lettered “schedule” is a reference to the corresponding numbered or lettered article, section, or schedule of this Agreement;
- c) An “enactment” is a reference to an enactment as defined in the *Interpretation Act* and is a reference to any revision, amendment or re-enactment of, or replacement for, that enactment;
- d) Wherever the singular or gendered language is used in this Agreement, it shall be deemed to include the plural or all genders, or the body politic or corporate, where the context or the parties so require; and
- e) The Local Trust Committee includes a reference to its successors in function, including a municipality.

1.3 Headings

The division of this Agreement into articles, sections and schedules is for convenience of reference only and does not affect its interpretation. The article and section headings used in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

1.4 Entire Agreement

This is the entire agreement among the parties concerning its subject and may be amended only in accordance with section 3.15.

Article 2 – Rental Housing

2.1 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:

- a) The Lands will not be developed, and no new Building or structure will be constructed on the Lands unless the Owner constructs Rental Housing Units in accordance with this Agreement, any development permit or rezoning issued by the Local Trust Committee, and any Building permit issued by the Capital Regional District.
- b) Neither the Lands nor any Building thereon may be Subdivided without prior approval of the Local Trust Committee.
- c) It will maintain the Rental Housing Units in a satisfactory state of repair and fit for habitation and will comply with this Agreement and all laws, including health and safety standards applicable to the Lands.
- d) If a Building is demolished or is otherwise replaced, this Agreement shall continue to apply to the Lands and the construction on the Lands shall be subject to the requirements of this Agreement.

2.2 Minimum Construction Requirements

- a) All the Rental Housing Units will be designed and constructed to the same standard in terms of layout, skill, and materials.
- b) Rental Housing Units will consist of a mix of one-bedroom, two-bedroom and at least one three-bedroom units.

2.3 Occupancy of Rental Housing Units

The Owner covenants and agrees that Rental Housing Units will only be occupied when all of the following criteria are met:

- a) the Household's Annual Household Income does not exceed the Low and Moderate Income Limits for the specified unit type at the time of application and initial occupancy;
- b) the Household is composed of at least one Qualified Renter;
- c) the Qualified Renter will occupy the Rental Housing Unit as its permanent, principal, and sole residence;
- d) the Qualified Renter has signed a Tenancy Agreement with the Owner, and the Tenancy Agreement includes;
 - i. a clause prohibiting subletting for short-term vacation rentals and in all other circumstances prohibiting subletting without obtaining prior Owner consent in accordance with section 2.6;
 - ii. notice of the existence of this Agreement and the occupancy restrictions applicable to the Rental Housing Unit, and notice that the Owner will provide to each Qualified Renter upon their request, a copy of this Agreement;
 - iii. a clause requiring the Qualified Renter to comply with the use and occupancy restrictions contained in this Agreement;
 - iv. a clause confirming that a breach by the Qualified Renter of any of the provisions set out in 2.3(f)(i) or 2.3(f)(iii) (each of which constitutes a "Tenancy Default") will entitle the Owner to end the tenancy for cause, in accordance with the Residential Tenancy Act, as a failure to comply with a material term.

2.4 Management of Rental Housing Units

The Owner covenants and agrees that:

- a) Rent for 1-bedroom Rental Housing Units in a calendar year will on average be at or below 30% of the average of:
 - a. Income of One-Person Households; and
 - b. Income of Couples without Children.
- b) Rent for 2 and 3-bedroom Rental Housing Units in a calendar year will on average be at or below 30% of the average of:

- a. Income of Couples with Children; and
 - b. Income of Lone-Parent Families.
- c) It will not require any Qualified Renter under a Tenancy Agreement to pay any extra charges or fees for use of any common area or amenity, or for sanitary sewer, storm sewer, water utilities, property taxes and similar services. For clarity, this limitation does not apply to parking, cablevision, telecommunications, laundry, cleaning fee for private events, or gas or electricity utility fees or charges.

2.5 Policies/Rules and Regulations/Administration by Owner

The Owner is authorized to make and administer rules, regulations and policies necessary to fully implement and achieve the policy goals set out in this Agreement. Such rules, regulations and policies may include, but are not limited to, the following:

- a) Establishing and maintaining a waiting list of potential Qualified Renters; and
- b) Establishing, administering and enforcing a rental policy applicable to the terms of this Agreement and in accordance with the *Residential Tenancy Act*.

2.6 No Sublease of Rental Housing Unit Unless Requirements Met

The Owner will not consent to the sublease of a Tenancy Agreement, except in accordance with this Agreement, the Residential Tenancy Act, and the Owner's rules, regulations and policies. For greater clarity, the Owner will not consent to a sublease for the purposes of a short-term vacation rental, and the Owner will not otherwise consent to a sublease unless the sublessee meets the requirements set out in section 2.3.

2.7 Monitoring and Reporting to the Local Trust Committee

The Owner must deliver to the Local Trust Committee once each year on or before July 1, a completed statutory declaration, substantially in the form attached as Schedule "A", sworn by the Owner. Additionally, the Local Trust Committee may request this statutory declaration up to one additional time in any calendar year, and the Owner must complete and supply the completed statutory declaration within 10 Business Days of receiving a request from the Local Trust Committee. The Owner irrevocably authorizes the Local Trust Committee to make reasonable inquiries it considers necessary in order to confirm compliance with this Agreement.

2.8 Owner May Request Revision of Terms

The Owner may request that the Local Trust Committee modify the terms of this Agreement, aside from section 2.1 and 2.2, in order to meet requirements imposed by an entity that has conditionally agreed to provide the funding to the Owner to construct the Rental Housing Units or operate the Rental Housing Units, or to do both, so that the terms of this Agreement do not conflict with such requirements.

2.9 Operating Agreement Prevails

Notwithstanding section 2.8, the provisions in section 2.3 and 2.4 apply except if the Rental Housing Units are subject to an Operating Agreement which conflicts with all or any of them, in which case the Operating Agreement prevails to the extent of the conflict only.

Prior to execution of an Operating Agreement that the Owner expects to conflict with the provisions in section 2.3 and 2.4 of this Agreement, the Owner shall provide the draft Operating Agreement to the Local Trust Committee. The Local Trust Committee may request that Affordable Housing Funder modify the terms of the Operating Agreement so that its terms do not conflict with section 2.3 and 2.4 of this Agreement.

Article 3 – General Terms

3.1 Management

The Owner covenants and agrees that:

- a) it will furnish, or cause a Permitted Housing Operator to furnish, good and efficient management of the Lands and the Rental Housing Units on the Lands;
- b) if and when the Local Trust Committee has reasonable grounds to believe that a continuing breach of this Agreement exists, it will permit the Local Trust Committee to inspect the Lands and any Buildings at any reasonable time with reasonable notice, subject to the notice provisions of the Residential Tenancy Act; and
- c) the Owner will, or if the Owner is not the Permitted Housing Operator, the Owner will cause the Permitted Housing Operator to, administer, manage and operate the Rental Housing Units in accordance with all of the restrictions and requirements of this Agreement, and the Owner's obligations under this Agreement. For clarity, the Owner's engagement of a Permitted Housing Operator pursuant to this Agreement will not relieve the Owner from any of the Owner's obligations under this Agreement or any of the restrictions or requirements of this Agreement.

3.2 Order to Comply

If the Owner is in default of the performance or observance of this Agreement, the Local Trust Committee may give the Owner a notice of default requiring the Owner to comply with this Agreement within the reasonable time stated in the notice. 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 Local Trust Committee, within the time stated on the notice of default provided to the Owner by the Local Trust Committee.

3.3 Society Standing

If the Owner is a society, the Owner must maintain its standing as a society under the *Society Act* and must not amend its Constitution in any manner that would prevent, or adversely affect, the ability of the Society to perform its obligations under this Agreement.

3.4 Specific Performance of Agreement

The Owner agrees that the Local 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 Rental Housing Units. The Owner further acknowledges that a breach of this Agreement may constitute a breach of the Local Trust Committee's Land Use Bylaw.

3.5 Assignment

The Owner acknowledges that the Local 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 Local Trust Committee shall be interpreted as a reference to that party provided that the Local Trust Committee has so advised the Owner.

3.6 Indemnity

The Owner shall indemnify and save harmless the Local 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 by law responsible in relation to this Agreement, unless resulting from the respective gross negligence or unlawful acts of the Local Trust Committee or its elected officials, officers, directors, employees, and agents.

The Local Trust Committee shall indemnify and save harmless the Owner and each of its officers, directors, employees, agents or contractors or any other person for whom the Owner is by law responsible in relation to this Agreement, 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 Local Trust Committee or its elected officials, officers, directors, employees, or agents, unless resulting from the respective gross negligence or unlawful acts of the Owner or its officers, directors, employees, agents or contractors or any other person for whom the Owner is by law responsible in relation to this Agreement.

This clause will survive the termination of this Agreement.

3.7 Release

The Owner releases and forever discharges the Local Trust Committee and each of its elected officials, officers, directors, employees, and agents and each of their heirs, executors, administrators, personal representatives, successors and assigns from all claims, demands, damages, actions, or causes of action arising out of advice or direction respecting the ownership, lease, operation or management of the Lands or the Rental Housing Units 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, unless resulting from the respective gross negligence or unlawful acts of the Local Trust Committee or its elected officials, officers, directors, employees, and agents and each of their heirs, executors, administrators, personal representatives, successors and assigns.

The Local Trust Committee releases and forever discharges the Owner and each of its officers, directors, employees, agents and contractors, and any other person for whom the Owner is by law responsible in relation to this Agreement and each of their heirs, executors, administrators, personal representatives, successors and assigns from all claims, demands, damages, actions, or causes of action arising out of advice or direction respecting the ownership, lease, operation or management of the Lands or the Rental Housing Units which has been or at any time after the commencement of this Agreement may be given to the Local Trust Committee by all or any of them, unless resulting from the respective gross negligence or unlawful acts of the Owner or its officers, directors, employees, agents and contractors, and any other person for whom the Owner is by law responsible in relation to this Agreement and each of their heirs, executors, administrators, personal representatives, successors and assigns.

This clause will survive the termination of this Agreement.

3.8 Local Trust Committee Powers Unaffected

This Agreement does not limit the discretion, rights, duties or powers of the Local Trust Committee under any enactment or the common law, impose on the Local Trust Committee any duty or obligation, affect or limit any enactment relating to the use of the Lands, or relieve the Owner from complying with any enactment.

3.9 No Public Law Duty

Wherever in this Agreement an act, determination, consent, approval or agreement of the Local 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.

3.10 No Waiver

No condoning, excusing or overlooking by a party of any default under this Agreement of the other party, nor any consent, approval, or agreement whether written or otherwise shall be taken to operate as a waiver by the non-defaulting party 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 non-defaulting party.

3.11 Dispute Resolution

Any matter in dispute between the parties under this Agreement, including any disputes as to whether a particular individual is eligible to occupy a Rental 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* (British Columbia).

3.12 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*, the Local Trust Committee is required to file a notice of housing agreement in the Land Title Office against

title to the Lands, and once such a notice is filed, this Agreement binds all persons who acquire an interest in the Lands as a housing agreement under Section 483 of the *Local Government Act*.

3.13 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 Local 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.

3.14 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.

3.15 Amendment and Termination

This Agreement may not be modified or amended except by bylaw of the Local Trust Committee, upon an agreement in writing between the Local Trust Committee and the Owner.

3.16 Notices

Any notice required to be given pursuant to this Agreement shall be in writing and shall be given to the Owner or the Local 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 Local Trust Committee may advise the others in writing in accordance with this paragraph. Notice to the Local Trust Committee must be addressed to the Secretary 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.

3.17 Enurement

This Agreement is binding upon and enures to the benefit of the parties and their respective successors and permitted assigns.

3.18 Remedies Cumulative

The remedies specified in this Agreement are cumulative and are in addition to any remedies of the parties at law or in equity. No remedy shall be deemed to be exclusive, and a party 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.

3.19 Severability

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.

3.20 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.

3.21 Further Acts

The parties will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.

3.22 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia.

3.23 Joint Venture

Nothing in this Agreement shall constitute the Owner as an agent, joint venture or partner of the Local Trust Committee or give the Owner any authority or power to bind the Local Trust Committee in any way.

3.24 Time of Essence

Time is of the essence in this Agreement.

3.25 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.

3.26 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.

3.27 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 Agreement is attached and which forms part of this Agreement.

SCHEDULE "A"

**OWNER STATUTORY
DECLARATION**

CANADA

IN THE MATTER OF A HOUSING AGREEMENT

PROVINCE OF BRITISH COLUMBIA

WITH THE Mayne Island ISLAND LOCAL
TRUST COMMITTEE ("Housing Agreement")

I, _____

declare that:

1. I am the _____ [director, officer, employee] of the Owner of the land known as _____, Mayne Island, legally described as
Parcel Identifier: _____
Legal Description: _____
(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 Rental 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 Rental Housing Units used as a short-term vacation rental.
6. The rental payments charged for the Rental Housing Units 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

SCHEDULE "B"

Eligibility Criteria for Tenancy

A Qualified Renter means a person aged 19 years or older who meets the financial and other requirements of the Housing Agreement (the "Agreement") and fits into at least one of the following categories, subject to the Operating Agreement, and which are not listed in any particular priority order:

- 1) Residents of Mayne Island;
- 2) Indigenous peoples with rights and responsibilities in and around what is known as Mayne Island, or, is considered by members of these First Nation communities to be part of the First Nation community.

Except that where there are no persons meeting the categories specified in clause 1 or 2 above, who make an application to rent an available unit and the lack of applications from the categories specified above would result in a unit being vacant for more than one month, then a Qualified Renter may be a person aged 19 years or older who meets the financial and other requirements of the Agreement and fits into at least one of the following categories, which are not listed in any particular priority order:

- a. Previous resident of Mayne Island who has lived away from the island for a maximum of three consecutive years; or
- b. Non-resident who is hired to begin at least half-time work (20 hours per week) on Mayne Island; or
- c. Person with immediate family already living on Mayne Island. For greater clarity, immediate family means an individual to whom the person is related by blood, or by marriage, or common-law relationship, or by adoption.

Except that where there are no persons meeting the categories specified in clause 1 or 2, nor a, b, or c above, who make an application to rent an available unit and the lack of applications from the categories specified above would result in a unit being vacant for more than one month, then a Qualified Renter may be any person permitted by the Operating Agreement who meets the financial and other requirements of the Agreement.

PART 2 - TERMS OF INSTRUMENT

SECTION 219 COVENANT (Water Supply)

This Agreement dated for reference March 9, 2021 is between:

(the “**Owner**”)

AND:

MAYNE ISLAND LOCAL TRUST COMMITTEE, a corporation under the *Island Trust Act*, R.S.B.C. 1996, c. 239, having an office at Suite 200, 1627 Fort Street, Victoria, British Columbia, V8R 1H8

(the “**Local Trust Committee**”)

GIVEN THAT:

- A. The Owner is the registered owner of land on Mayne Island more particularly described as:

[NTD – insert legal description]

(the “**Land**”).
- B. The Owner proposes to subdivide and develop the Land for residential use.
- C. The Owner wishes to grant the Local Trust Committee and the Capital Regional District a covenant under s. 219 of the *Land Title Act* (British Columbia) to regulate the use of the Land.

NOW THEREFORE, in consideration of the payment of \$2.00 by the Local Trust Committee to the Owner (the receipt and sufficiency of which is acknowledged by the Owner), and in consideration of the promises exchanged below, the Owner covenants and agrees with the Local Trust Committee in accordance with s. 219 of the *Land Title Act* (British Columbia) as follows:

Definitions

- 1. In this Agreement:
 - (a) “**Ecological Assessment Report**” means the report prepared by Keith Erickson and dated September 21, 2020, a copy of which is held on file at the offices of the Local Trust Committee;
 - (b) “**Housing Agreement**” means the housing agreement for Lot 3, the form of which is attached to this Agreement as Schedule “A”;
 - (c) “**Land**” has the meaning ascribed in Recital A and, for clarity, includes the parcels for Lots 2 and 3 into which it is subdivided by any means and any parcel into which the Land is consolidated;
 - (d) “**potable**” means that the water is safe to drink and suitable for domestic purposes and, without limiting the foregoing, meets a standard for potability no less than that specified in both the Land Use Bylaw and the Guidelines for Canadian Drinking Water Quality, as

those may be revised from time to time;

- (e) "**Specialist**" means a certified water treatment specialist having professional qualifications acceptable to the Local Trust Committee, acting reasonably;
- (f) "**Subdivision Plan**" means the proposed plan for the subdivision of the Land, a copy of which is attached to this Agreement as Schedule "B";
- (g) "**Wetland Restoration Report**" means the report prepared by Robin Annschild and dated March 8 2021, as amended by the letter by Robin Annschild dated April 16, 2021, copies of which are held on file at the offices of the Local Trust Committee.

Approvals

- 2. Where this Agreement requires the approval of the Local Trust Committee, approval may be given by the Islands Trust's Regional Planning Manager, Southern Team and must, if given, be in writing.

Restriction on Use and Subdivision

- 3. The Owner shall not use or occupy the Land or any area into which the Land may be subdivided, for any residential or domestic purpose, unless the Owner is in full compliance with the terms of this Agreement.
- 4. The Land shall not be subdivided except to create lots having boundaries generally in accordance with the Subdivision Plan.
- 5. If the Land is subdivided in accordance with the Subdivision Plan, the Owner of Lot 3 shall not start building, land alteration, construction, or development on Lot 3 unless and until the Owner of Lot 3 executes the Housing Agreement with the Local Trust Committee.
- 6. In this Agreement a reference to a numbered "Lot" is a reference to that Lot or area of the Land as shown on the Subdivision Plan, whether or not the Land has been subdivided.

Lot 3 Water Supply

- 7. No building or structure shall be constructed or developed on Lot 3 until the Owner has submitted to the Local Trust Committee and received the Local Trust Committee's approval of, a design for a water treatment system (the "**Water Treatment System Design**") for Lot 3, such approval not to be unreasonably withheld.
- 8. The Water Treatment System Design shall be prepared by a Specialist and shall include recommendations for ongoing maintenance to ensure the system continues to function as designed and recommendations to ensure domestic water for Lot 3 is potable and sufficient for residential uses.
- 9. Lot 3 may not be used or occupied for residential purposes, nor shall the Owner of Lot 3 request an occupancy permit for any building on Lot 3, until the Owner of Lot 3 has installed a water treatment system in accordance with the Water Treatment System Design and provided to the Local Trust Committee written confirmation from a Specialist that the water treatment system is operating as designed, and in particular, is capable of delivering sufficient potable water for residential uses on Lot 3.

10. The Owner of Lot 3 shall maintain a water treatment system in accordance with the Water Treatment System Design and any manufacturer's instructions, as may be amended from time to time and when the water treatment system reaches the end of its life, the Owner of Lot 3 shall replace the water treatment system in accordance with the recommendations of a Specialist.
11. The Owner of Lot 3 shall ensure that any replacement water treatment system is capable of delivering sufficient potable water for residential uses on Lot 3 and shall maintain any replacement water treatment system in accordance with the recommendations of a Specialist, at the time of replacement, and any manufacturer's instructions, as may be amended from time to time.
12. The Owner of Lot 3 shall, within 30 days of receiving a written request from the Local Trust Committee, provide written confirmation from a Specialist that the water treatment system has been properly maintained and is functioning as designed and intended. The Local Trust Committee may make a written request not more than once every calendar year.

Remediation and preservation of Lot 2 and 3

13. No building, land alteration, construction or development is permitted on Lot 2 or Lot 3 except in accordance with the recommendations contained in the Ecological Assessment Report and the Wetland Restoration Report. In particular, the Owner shall:
 - (a) *[insert the recommendations here]*
 - (b)
14. Neither of Lot 2 or Lot 3 may be used or occupied for residential purposes until:
 - (a) the Local Trust Committee has received written confirmation from a suitably qualified professional that the recommendations from the Ecological Assessment Report and the Wetland Restoration Report, as set out in section 13, have been adhered to and implemented where applicable.

Lot 3 Construction

15. No buildings shall be constructed or developed on Lot 3, except in the areas of Lot 3 where buildings are shown on the Subdivision Plan, subject to such further alterations that are:
 - (a) minor in nature and reasonably contemplated by or aligned with the buildings shown on the Subdivision Plan, and any existing permits or approvals for the buildings; or
 - (b) authorized by the Local Trust Committee.

Lot 2 Construction

16. No building or structure shall be constructed, placed or located on Lot 2 except within the area of Lot 2 shown as "Building Zone" on the Subdivision Plan.
17. The Owner of Lot 2 shall not start the construction of any building or structure on Lot 2 until the Owner of Lot 3 has completed the construction of, and received any occupancy permit required by the Capital Regional District for, at least XXX units of affordable housing, on Lot 3. This restriction shall expire five (5) years after the date when the Land is subdivided in accordance with the

Subdivision Plan.

No Effect on Laws or Powers

18. This Agreement does not
- (a) affect or limit the discretion, rights, duties or powers of the Local Trust Committee under any enactment or at common law, including in relation to the use or subdivision of the Land except as expressly set out herein;
 - (b) impose on the Local Trust Committee any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement except as expressly set out herein;
 - (c) affect or limit any enactment relating to the use or subdivision of the Land;
 - (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.

Limitation on Obligations

19. The Owner is only liable for breaches of this Agreement caused or contributed to by the Owner or which the Owner permits or allows. The Owner is not liable for the consequences of the requirements of any enactments or law or any order, directive, ruling or government action thereunder. The Owner is liable only for breaches of this Agreement which occur while the Owner is the registered owner of any interest in the Land and then only to the extent of that interest.

No Liability in Tort

20. The parties agree that this Agreement creates only contractual obligations. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract.

Covenant Runs With the Land

21. Unless it is otherwise expressly provided in this Agreement, every obligation and covenant of the Owner in this Agreement constitutes a personal covenant and also a covenant granted under s. 219 of the Land Title Act (British Columbia) in respect of the Land. This Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and the parcels for Lots 2 and 3 into which it is subdivided by any means and any parcel into which the Land is consolidated.

Registration

22. The Owner agrees to do everything necessary at the Owner's expense to ensure that this Agreement is registered against title to the Land with priority over all financial charges, liens and encumbrances registered or pending registration in the Land Title Office at the time of application for registration of this Agreement.

Waiver

23. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

Severance

24. If any part of this Agreement is held to 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.

No Other Agreements

25. This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.

Binding of Successors

26. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.

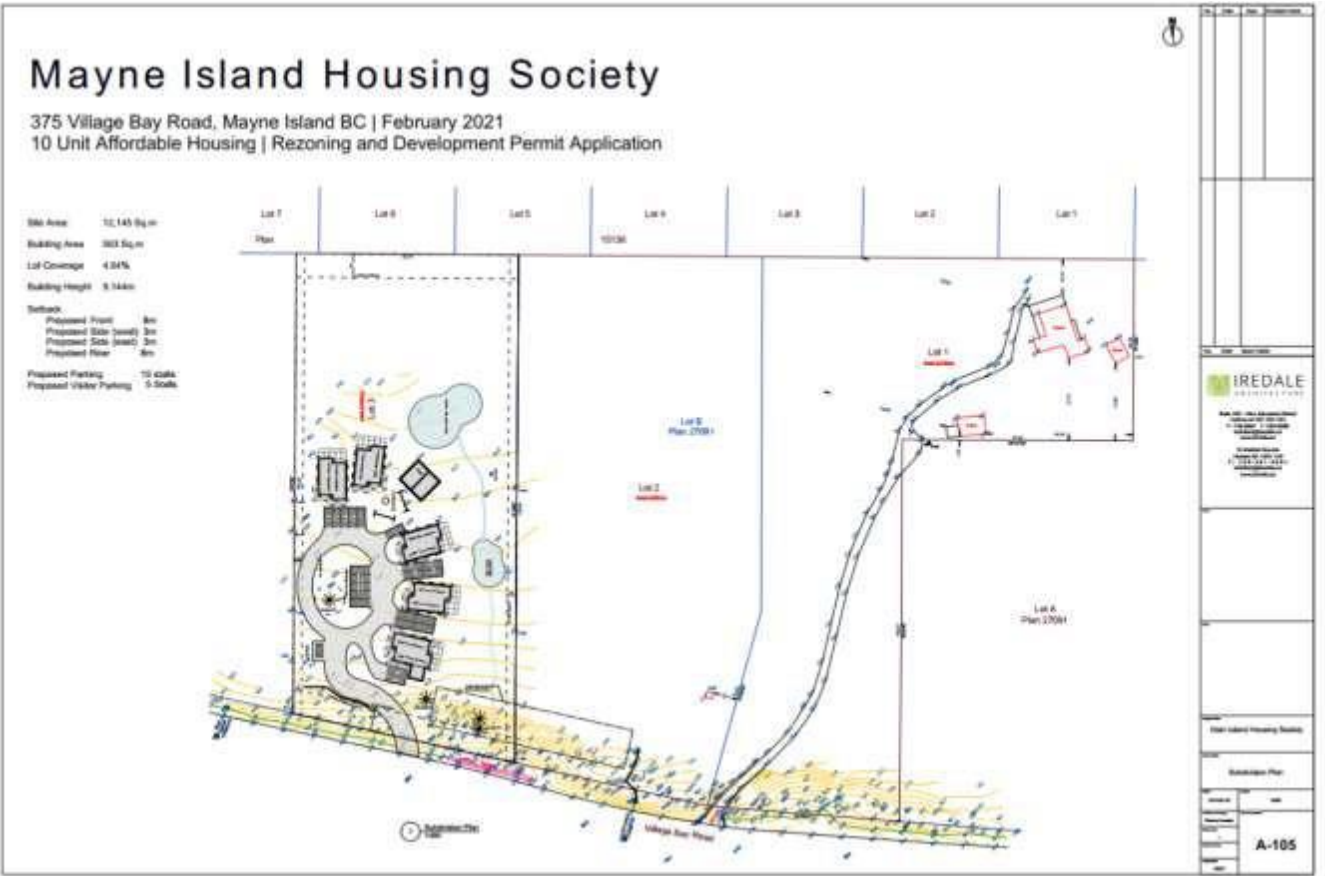
Execution Using Form C

27. As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement by executing Part 1 of the Land Title Act Form C to which this Agreement is attached and which forms part of this Agreement.

SCHEDULE A
Housing Agreement

(to be inserted)

SCHEDULE B SUBDIVISION PLAN





Mayne Island Housing Society
274 Mariners Way
Mayne Island, BC
V0N 2J2
mihousingsociety@gmail.com

May 6, 2022

To: Chair Dan Rogers, Trustees Jeanine Dodds and David Maude
Cc: Planner Narissa Chadwick

Dear Trustees Rogers, Dodds and Maude,

The Mayne Island Housing Society (MIHS) is writing to you today about our proposed affordable housing project on Mayne Island (the Project). Our Project has been championed by local resident Dr. Sean McHugh, who has agreed to donate a portion of his land to see this Project come to fruition. The Project is based upon a rezoning and subdivision that would split Dr. McHugh's property into three lots, with Lot 1 and 2 to be retained by Dr. McHugh, and Lot 3 to be transferred to the MIHS for affordable housing.

As you are all aware, in the Fall of 2021, there was a change of circumstances that led to appointment of attorneys to act on behalf of Dr. McHugh. This difficult and sad situation led to an abeyance of the application before the Local Trust Committee (LTC) during the Winter months. During that abeyance, the MIHS was fortunate to work with the attorneys to provide a history of the Project, the status of the application before the LTC, and to confirm their intention to have the MIHS continue to represent Dr. McHugh in the proceedings and to carry out Dr. McHugh's wishes to donate land for the Project.

The attorneys have advised the MIHS that they are comfortable with how the Project and application have developed, including with respect to the proposed Lot 2 building zone restrictions, the inclusion of the ecological protection zones, and the restricted access to proposed Lot 2 by way of the existing driveway on Lot 1. The attorneys have made one request and asked that the MIHS bring their request to you for consideration. In particular, the attorneys seek a reasonable time limit on the building restriction on Lot 2. The building restriction currently states that the owner of Lot 2 may not start construction of any building or structure on Lot 2, until the owner of Lot 3 has completed the construction of, and received an occupancy permit, for the affordable housing on Lot 3 (the "Lot 2 Building Restriction").

Upon a successful rezoning and subdivision, it will certainly be MIHS' priority to move this Project to occupancy as soon as practicable, but MIHS, and indeed no society, can guarantee a timeline for development and construction of the Project, which means that Lot 2 is left in limbo. The attorneys propose that this Lot 2 Building Restriction should expire 5 years after the date of subdivision. The MIHS is bringing their request to you as a reasonable compromise in considering the burden of care and uncertainty facing Dr. McHugh and his family.

Dr. McHugh's generous donation of land for the Project represents a significant contribution to the Mayne Island community. Without a secured parcel of land with appropriate zoning, it is impossible to proceed with an affordable housing Project. And we must stress that the need for affordable housing on Mayne Island is both urgent and critical, as underlined by the Islands Trust Council's declaration of a

Housing Crisis (Motion: TC-2021-127, December 2, 2021.) This donation will facilitate the creation of a community amenity to provide affordable housing, and this community amenity will be guaranteed in perpetuity by the rezoning, regardless of when construction occurs.

The MIHS respects the position taken by the Trustees to prioritize construction and development on Lot 3. Your position that the land donor should not receive a benefit on Lot 2, before the community reaps the benefit of the affordable housing on Lot 3, is understandable. However, it also creates significant uncertainty for the owner of Lot 2. The creation of Lot 2 is certainly a benefit to Dr. McHugh, but it is a benefit anticipated and permitted by the Mayne Island OCP when a property owner offers to provide a voluntary community amenity. An indefinite hold on the development of Lot 2 turns a benefit to the land donor into a complicated restriction on title for Lot 2 – in other words, a liability.

We request that the Trustees consider the attorneys' request for a reasonable time-limit on the Lot 2 Building Restriction. MIHS believes that denial of this request would be a disservice to this family and their generosity to the Mayne Island community, and may risk the entire application and Project.

The MIHS has made significant efforts to move this Project forward, with the support of pre-development funding from a variety of government and corporate sources, including: the Capital Regional District (CRD), Canada Mortgage and Housing Corporation (CMHC); the Federation of Canadian Municipalities (FCM), and Vancity Credit Union. Further, as a member of the SGI Housing Coalition, we have been funded to develop a solution to mitigate the barriers to developing affordable housing on the Southern Gulf Islands. To continue to move the Project forward, MIHS will apply for capital funding from CMHC and FCM once the zoning and subdivision approvals are in place. Other funding sources, such as the BC Housing Community Housing Fund, become available on an intermittent basis and while MIHS has not yet applied for BC Housing funding, we intend to do so.

Although the MIHS has been successful in obtaining funds during the pre-development stage, the unpredictable timing of funding opportunities, and the pending rezoning and subsequent subdivision approval processes create uncertainty for the Project. The best prospect for MIHS to improve access to funding for the Project is to obtain the rezoning, subdivision and transfer of the property to MIHS, thus achieving Dr. McHugh's vision of donating Lot 3 to the MIHS for affordable housing. An indefinite Lot 2 Building Restriction turns a benefit to Dr. McHugh into a liability, and imperils the donation and his vision. We hope that you will carefully consider the proposal put forward by the attorneys to mitigate this liability in a way that still prioritizes the community amenity on Lot 3. The attorneys' have offered to assist with the application before the LTC, and may be available for discussion with the Trustees if that will be helpful to this process.

Thank you for your consideration of this request.

Yours truly,

Deborah Goldman, Pres.
Submitted On behalf Mayne Island Housing Society



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Local Trust Committee
Islands Trust - Mayne Island Trust Area
Sent via email

May 6, 2022

RE: Affordability and Rental Structure - Mayne Island Housing Society (MA-RZ-2020.1)

Dear Trustees,

I am writing on behalf of the Mayne Island Housing Society (MIHS) regarding their project and associated rezoning application for 375 Village Bay Road. This letter is to provide an update on the proposed rental/affordability structure; how it relates to the Housing Agreement for their project; and seek direction on next steps for the rezoning application.

MIHS has been seeking a Housing Agreement that provides the society with enough flexibility to remain eligible for a variety of funding options, while still ensuring that a minimum level of affordability is secured. Previous Housing Agreement drafts have been too restrictive and would have been seen as a risk by funders. As a result, MIHS is proposing the following proposal for affordability:

- Units will, on average, be rented at or below 30% of the before-tax income of median-income earners in the SGI electoral area, as reported by Statistics Canada for representative household types.
 - Because median incomes are typically reported on a 5-year cycle through the Census, MIHS proposes an allowance for an annual adjustment to median incomes by the Consumer Price Index (CPI) for any years between Census years. This will ensure that MIHS can maintain a sustainable operation and respond to increases in operational costs as needed.
- Eligibility for affordable units will be tied to Low and Median Income Limits, as determined by BC Housing from time to time. The current Low and Median Income Limits are outlined below:
 - For residential units with less than two (2) bedrooms, a gross household income that does not exceed the median income for couples without children in BC, as determined by BC Housing from time to time. For 2022, this figure is \$77,430 (compared to \$75,730 last year).
 - For residential units with two (2) or more bedrooms, a gross household income that does not exceed the median income for families with children in BC, as determined by BC Housing from time to time. For 2022, this figure is \$120,990 (compared to \$117,080 last year)

MIHS believes that this metric of affordability will:

- Meet or exceed the funding requirements of a range of provincial and federal funders
- Provide MIHS with the flexibility to rent individual units at prices that balance tenants' needs with the financial requirements of the project, while meeting affordability targets



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- Provide a level of affordability and stability to tenants that is needed on Mayne Island
- Align with recommendations in the 2018 SGI Housing Needs Report
- Provide below-market rents

This metric of affordability has also recently been approved for two affordable housing projects on Galiano Island. MIHS has attached a draft housing agreement to this letter, based on a housing agreement for Galiano, now being reviewed by IT staff and legal counsel. The Galiano housing agreement has been adapted to the Mayne Island context. We hope that the information provided today will allow the LTC to provide direction to staff review the proposed housing agreement and schedule first reading of the bylaws for this rezoning as soon as possible.

MIHS believes that this project provides an exciting opportunity to meet several community objectives. It will provide safe, reliable, and affordable rental units to Mayne Island residents who need it and will be developed in an inclusive and sustainable way. A resilient and complete community provides for all its members, and housing is a fundamental component of that. The current housing conditions on Mayne Island make it difficult for many low- and median-income households to thrive, whether it is seniors on a fixed income or young families and the workforce of the island.

The MIHS team hopes that this provides enough information to staff and to the LTC to move forward with a housing agreement that reflects this affordability metric.

Please do not hesitate to reach out if you have any questions.

Thank you,

Eleni Gibson

Eleni Gibson
Project Planner
Wiser Projects

Cc: MIHS Board
Narissa Chadwick, Planner, Islands Trust

Attach:
Draft Housing Agreement