



File No.: PLRZ20250220

DATE OF
MEETING: December 11, 2025

TO: Salt Spring Island Local Trust Committee
FROM: Oluwashogo Garuba, Planner 2
Salt Spring Island Team
COPY: Chris Hutton, Regional Planning Manager
SUBJECT: Application to amend Salt Spring Island Land Use Bylaw from Residential 12
variant a zone to Residential 13 zone
Applicant: Janis Gauthier
Location: 154 – 164 Kings Lane Road

RECOMMENDATION

1. That the Salt Spring Island Local Trust Committee Bylaw No. 549 cited as “Salt Spring Land Use Bylaw No. 355, 1999, Amendment No. 5, 2025”, shall not be adopted until:
 - a. Adoption of the Salt Spring Island Local Trust Committee Bylaw No. 550 cited as “Salt Spring Island Housing Agreement Bylaw No. 550, 2025.
 - b. Filing of a notice in the Land Title Office over all affected parcels that the land is subject to a housing agreement.
 - c. Registration of a covenant, prepared at the cost of the proponent, under section 219 of the *Land Title Act* from the registered owners of (PID: 003-106-756, Lot 2, Section 4, Range 3 East, North Salt Spring Island, Cowichan District, Plan 23507) that:
 - i. prohibits any ground disturbing activities until a pre-construction walkthrough has been completed with representatives of the Tsawout First Nation’s Lands department.
 - ii. requires the retention of Tsawout cultural monitors during excavation, site preparation, and any other activities involving soil disturbance.
2. That the Salt Spring Island Local Trust Committee Bylaw No. 550 cited as “Salt Spring Island Housing Agreement Bylaw No. 550, 2025” be read a first and second time.
3. That the Salt Spring Island Local Trust Committee Bylaw No. 549 cited as “Salt Spring Land Use Bylaw No. 355, 1999, Amendment No. 5, 2025”, be read a third time (PLRZ20250220, 154 Kings Lane Road).
4. That the Salt Spring Island Local Trust Committee Bylaw No. 549 cited as “Salt Spring Land Use Bylaw No. 355, 1999, Amendment No. 5, 2025”, be forwarded to the Secretary of the Islands Trust for approval by the Executive Committee.

REPORT SUMMARY

This staff report presents Salt Spring Island Local Trust Committee Bylaw No. 549 cited as “Salt Spring Land Use Bylaw No. 355, 1999, Amendment No. 5, 2025” (Proposed Bylaw No. 549) for third reading. Proposed Bylaw No. 549 would change the zoning of 154-164 Kings Lane (the subject property) to permit the development of up to 50 dwelling units of affordable housing, general offices, child day care centre, and to reduce the minimum lot size for proposed subdivision.

The proposed bylaw has undergone a referral period and a draft of the required housing agreement has undergone review by Islands Trust’s representatives. Staff believe that these actions provide sufficient confidence and that outstanding details are minimal enough that third reading of Proposed Bylaw No. 549 and forwarding to the Secretary of Islands Trust for approval by the Executive Committee is recommended, noting that all requirements of approval must be met prior to adoption. Similarly, staff further recommends the draft Salt Spring Island Local Trust Committee Bylaw No. 550, cited as “Salt Spring Island Housing Agreement Bylaw No. 550, 2025” (Draft Bylaw No. 550) be read a first and second time. Staff also recommends that the proposed Bylaw No. 549 be read a third time and forwarded to the Secretary of Islands Trust for approval by the Executive Committee.

BACKGROUND

This report follows the October 16, 2025 meeting of the SS LTC where the following resolutions were passed (previous staff reports (including site context and photos), proposed bylaw, correspondence and referral responses) can be found on the [Salt Spring Island Current Applications webpage](#):

SS-2025-119

It was MOVED and SECONDED

that the Salt Spring Island Local Trust Committee has reviewed the Islands Trust Policy Statement Directives Only Checklist and determined that Bylaw No. 549 cited as “Salt Spring Island Land Use Bylaw No. 355, 1999, Amendment No. 5, 2025” (154 Kings Lane Road) is not contrary to or at variance with the Islands Trust Policy Statement.

CARRIED

SS-2025-120

It was MOVED and SECONDED that the Salt Spring Island Local Trust Committee Bylaw No. 549 cited as “Salt Spring Island Land Use Bylaw No. 355, 1999, Amendment No. 5, 2025”, be read a first and second time (PLRZ20250220, 154 Kings Lane Road).

CARRIED

ANALYSIS

Policy/Regulatory

The SS LTC is unfettered in its consideration of a rezoning and may choose to request more information, proceed more incrementally, or defer the application.

Issues and Opportunities

See staff report considered at the [July 10, 2025](#) LTC Meeting for a detailed discussion of issues and opportunities associated with this application.

Affordable Housing Agreement:

The Affordable Housing Agreement for the Gulf Islands Seniors' Residence Association for 154 Kings Lane Rd SSI ("GISRA Housing Agreement") can be found in Attachment 2 in bylaw format. Edits were made after legal and staff review. Adoption of Bylaw No. 549 will be conditional upon registration of the GISRA Housing Agreement and a Section 219 covenant on the land title of 154 Kings Lane. This agreement ensures that the rent remains within an affordable range for the median income of Salt Spring Island based on 2021 Federal Census Statistics. The Affordable Housing Agreement is included within Bylaw No. 550.

Consultation

First Nations

Tsawout First Nation previously requested an extension to the original referral period to all affected First Nations. Tsawout has now provided a response (Attachment 3), indicating that the application is supported subject to the following conditions:

- a. Pre-construction walkthrough of the site with representatives from the Tsawout Lands Department prior to any ground disturbing activities and
- b. Cultural monitors must be retained during excavation, site preparation and any activity that involves soil disturbance.

In order to ensure that these conditions will be met, staff recommends that these conditions be secured through effective legal tools; namely the registration of a section 219 covenant stipulating restrictions on ground disturbing and building activity prior to fulfilment of conditions. The applicant has been informed of this requirement and is in agreement with this recommendation.

Rationale for Recommendation

As the Proposed Bylaw No. 549 is consistent with the Islands Trust Policy Statement, it can be advanced and staff therefore recommends that it can be read a third time. Staff also recommends that the draft Housing Agreement Bylaw No. 550 be read a first and second time.

ALTERNATIVES

1. Request further information

The LTC may request further information prior to making a decision. Recommended wording for the resolution is as follows:

That the Salt Spring Island Local Trust Committee request that the applicant submit to the Islands Trust in addition to the recommended resolution the following...

2. Deny the application

The LTC may deny the application. If this alternative is selected, the LTC should state the reasons for denial. Recommended wording for the resolution is as follows:

That the Salt Spring Island Local Trust Committee deny application PLRZ20250220 for the following reasons...

NEXT STEPS

If the above recommendations are approved by the LTC, proposed Bylaw 549 will be forwarded to the Secretary of the Islands Trust for Executive Committee approval. Given current resource capacity, the

earliest approval date for Executive Committee is January 14, 2026. Housing Agreement Bylaw 550 will return to the LTC for third reading once staff and the applicants have achieved final concurrence of a draft, at which point the bylaw will be forwarded to the Secretary of the Islands Trust for Executive Committee approval and staff will proceed to register the housing agreement.

Should Executive Committee approval, the next step will be adoption of Bylaw 550. After adoption, the Section 219 covenant and the housing agreement will be registered on the title of the land. Once registration is complete, proposed Bylaw 549 will return to the LTC for adoption.

Submitted By:	Oluwashogo Garuba, Planner 2	December 9, 2025
Concurrence:	Chris Hutton, Regional Planning Manager	December 10, 2025

ATTACHMENTS

1. Proposed Bylaw No. 549
2. Housing Agreement Bylaw No. 550
3. Tsawout First Nation Referral Response

SALT SPRING ISLAND LOCAL TRUST COMMITTEE BYLAW NO. 549

A BYLAW TO AMEND SALT SPRING ISLAND LAND USE BYLAW, 1999

The Salt Spring Island Local Trust Committee, being the Local Trust Committee having jurisdiction in respect of the Salt Spring Island Local Trust Area under the *Islands Trust Act*, enacts as follows:

1. Citation

This bylaw may be cited for all purposes as “Salt Spring Island Land Use Bylaw, 1999, Amendment No. 5, 2025”.

2. Salt Spring Island Local Trust Committee Bylaw No. 355, cited as “Salt Spring Island Land Use Bylaw, 1999,” is amended as follows:

2.1 Schedule “A” – Zoning Map, is amended by changing the zoning classification for LOT 2, SECTION 4, RANGE 3 EAST, NORTH SALT SPRING ISLAND, COWICHAN DISTRICT, PLAN 23507 from Residential 12 variant A (R12 (a)) to Residential 13 (R13), as shown on Plan No. 1 attached to and forming part of this bylaw, and by making such alterations to Schedule “A” to Bylaw No. 355 as are required to effect this change.

2.2 **Section 9.9 – RESIDENTIAL ZONES**, is amended by deleting the word “and” and adding the words “and Residential 13” as follows:

The regulations in the tables in this Section apply to land in the Residential 1 (R1), Residential 2 (R2), Residential 3 (R3), Residential 4 (R4), Residential 5 (R5), Residential 6 (R6), Residential 7 (R7), Residential 8 (R8), Residential 9 (R9), Residential 10 (R10), Residential 11 (R11), Residential 12 (R12) and Residential 13 (R13) Zones as indicated by the column headings.

2.3 **Section 9.9 – RESIDENTIAL ZONES**, Subsection 9.9.1 – Permitted Uses of Land, Buildings and Structures, is amended by inserting column R13 in the table as follows:

	R13
Principal Uses, Buildings and Structures	
<i>Single-family dwellings</i>	●
<i>Duplexes</i>	
<i>Duplexes constructed before July 31, 1990</i>	
<i>Multi-family dwellings</i>	●
Dental and medical office services for a maximum of two medical practitioners	
Elementary schools, pre-schools and <i>child day care</i> centres	
Hospitals and <i>public</i> health care facilities	

<i>Community halls</i>	
<i>Non-commercial outdoor active recreation</i>	
<i>Churches</i>	
<i>Agriculture, excluding intensive agriculture</i>	
<i>Public service uses</i>	
<i>Seniors' supportive housing complex</i>	
<i>Affordable housing dwelling units</i>	●
<i>Office</i>	●
<i>Child day care centre</i>	●
<i>Dental and medical offices</i>	●
Accessory Uses	
<i>Home-based businesses, subject to Section 3.13</i>	
<i>Seasonal cottages subject to Section 3.14</i>	
<i>Service club</i>	●

2.4 **Section 9.9 – RESIDENTIAL ZONES**, Subsection 9.9.2 – Size, Siting and Density of Permitted Uses, Buildings and Structures is amended by inserting column R13 in the table as follows:

	R13
Lot Coverage and Floor Area	
Maximum combined per cent <i>lot coverage</i> of all <i>buildings</i> and <i>structures</i>	33
Maximum <i>floor space ratio</i>	0.6
Maximum <i>floor area</i> of a <i>building</i> used for a <i>community hall, church, preschool, or day care centre</i> (square metres)	N/A
Maximum total <i>floor area</i> of <i>farm buildings</i> and <i>farm structures</i> (square metres)	N/A
Maximum average <i>floor area</i> of all units in a <i>seniors' supportive housing complex</i> or in any phase of a <i>seniors' housing complex</i> (square metres)	N/A
Maximum average <i>floor area</i> of all units in an <i>affordable housing</i> (square meters)	79
Maximum <i>floor area</i> of a <i>dwelling unit</i> (square metres)	N/A
Height	
Maximum <i>height</i> of a <i>dwelling unit</i> (metres)	13
Setbacks	
Minimum <i>exterior side lot line setback</i> (metres)	N/A
Minimum <i>rear lot line setback</i> (metres)	3.5
Number of Units and Minimum Site Areas	
Maximum number of <i>dwelling units</i> per ha, provided community sewage collection service is provided	N/A
Maximum number of <i>dwelling units</i> per <i>lot</i>	N/A
Maximum number of <i>dwelling units</i> per ha, provided housing agreement is provided	N/A
Minimum <i>lot area</i> required for more than one <i>dwelling unit</i> (ha) with the	N/A

exception of <i>secondary suites</i> , where permitted	
Minimum <i>lot area</i> required for a <i>child day care centre</i> (ha)	N/A

2.5 **Section 9.9 – RESIDENTIAL ZONES**, Subsection 9.9.3 – Subdivision and Servicing Requirements is amended by inserting column R13 in the table as follows:

	R13
Minimum Lot Areas and Servicing Requirements	
Minimum water service required for subdivision:	
Adequate supply of <i>potable water</i>	● ²
<i>Community water system</i>	● ²
Minimum sewage service required for subdivision:	
Individual on-site sewage treatment system per <i>lot</i>	N/A
<i>Community sewage collection system</i>	●
Minimum area of an individual lot that may be created through <i>subdivision</i> provided each <i>lot</i> has an individual onsite sewage treatment system and an adequate supply of <i>potable water</i> (ha)	N/A
Minimum area of an individual lot that may be created through <i>subdivision</i> provided each <i>lot</i> has an individual onsite sewage treatment system and connection to a <i>community water supply</i> (ha)	N/A
Minimum area of an individual lot that may be created through <i>subdivision</i> provided each lot has connection to a <i>community sewage collection system</i> and a <i>community water system</i> or adequate supply of <i>potable water</i> (ha)	0.11
Minimum average area of lots in a <i>subdivision</i> , provided each <i>lot</i> has an individual on-site sewage treatment system and an adequate supply of <i>potable water</i> (ha)	N/A
Minimum average area of lots in a <i>subdivision</i> , provided each <i>lot</i> has an individual on-site sewage treatment system and connection to a <i>community water system</i> (ha)	N/A
Minimum average area of lots in a subdivision , provided each lot has connection to a <i>community sewage collection system</i> and a <i>community water system</i> or adequate supply of <i>potable water</i> (ha)	0.6

²May be adequately serviced by one or the other, or combination of both, but must be adequately serviced by at least one.

3. SEVERABILITY

If any provision of this Bylaw is for any reason held to be invalid by a decision of any Court of competent jurisdiction, the invalid provision must be severed from the Bylaw and the decision that such provision is invalid must not affect the validity of the remaining provisions of the Bylaw.

READ A SECOND TIME THIS 16TH DAY OF OCTOBER 2025

READ A THIRD TIME THIS _____ DAY OF _____ 20_____

APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS
_____ DAY OF _____ 20_____

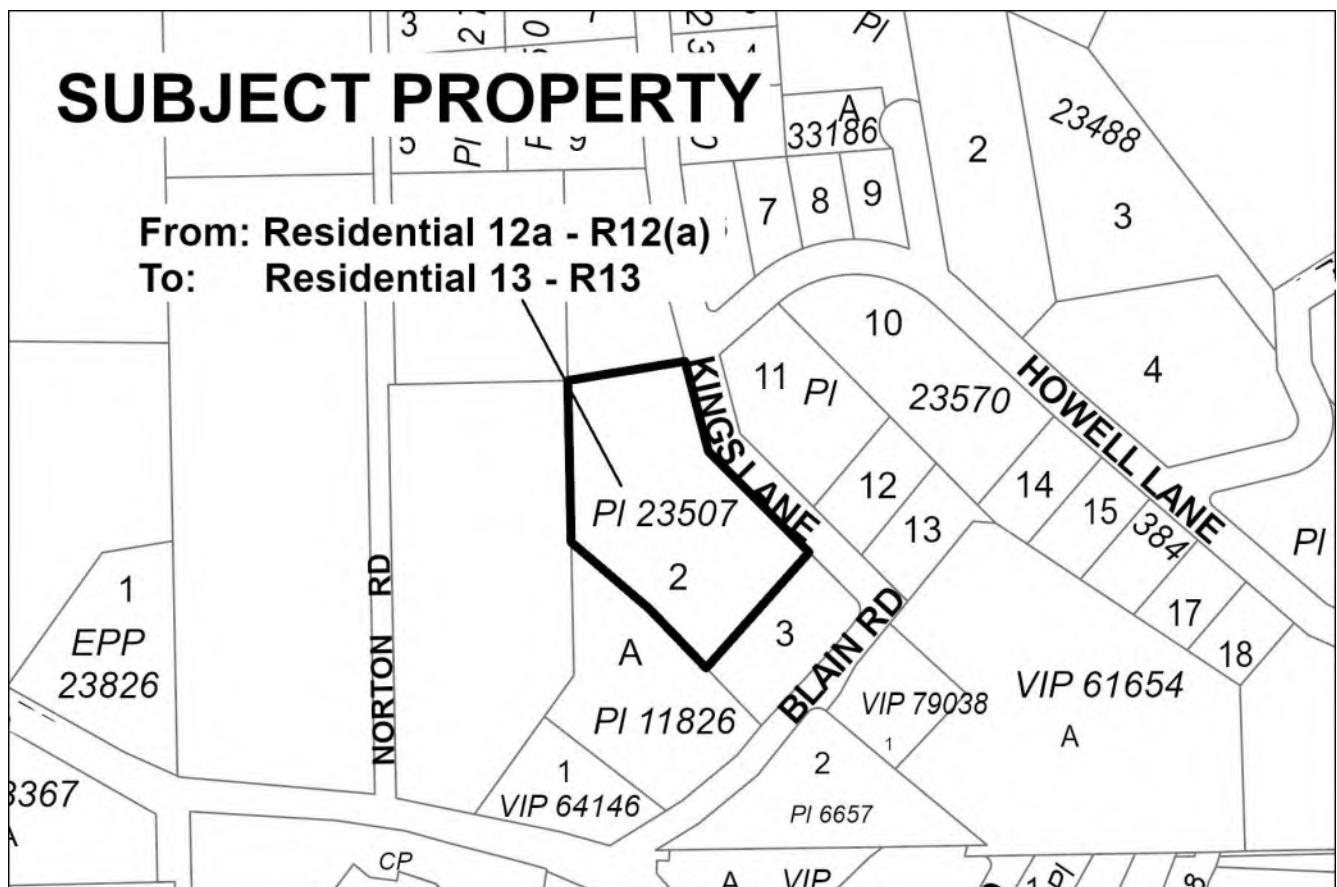
ADOPTED THIS _____ DAY OF _____ 20_____

CHAIR

SECRETARY

SALT SPRING ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 549

Plan No. 1



SALT SPRING ISLAND LOCAL TRUST COMMITTEE

BYLAW NO. 550**A Bylaw to Authorize a Housing Agreement**

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

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

1. This Bylaw may be cited for all purposes as Salt Spring Island Housing Agreement Bylaw No. 550, 2025".
2. Any one Trustee of the Salt Spring Island Local Trust Committee are authorized to execute an agreement in the form attached to this Bylaw with the Gulf Islands Seniors Residence Association.
3. Salt Spring Island Housing Agreement Bylaw No. 517 is repealed by this bylaw.

READ A FIRST TIME this X day of December, 2025

READ A SECOND TIME this X day of December, 2025

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

LAND TITLE ACT
TERMS OF INSTRUMENT – PART 2

Housing Agreement and Section 219 Covenant

THIS AGREEMENT DATED FOR REFERENCE THE [day] OF [month], [year] is

BETWEEN:

Gulf Islands Seniors Residence Association (GISRA), a society incorporated under the laws of the province of British Columbia under number S-38999 and having its office at 100-121 Atkins Road, Salt Spring Island, BC V8K 2X7.

(the “Owner”);

AND:

SALT SPRING 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”)

WHEREAS:

- A. The Owner is the registered owner of the Lands situated at 154-164 Kings Lane on Salt Spring Island, British Columbia and legally described as: PID 003-106-756, Lot 2, Section 4, Range 3 East, North Salt Spring Island, Cowichan District, Plan 23507, commonly known as Kings Lane, (the “Lands”);
- B. The Lands have been rezoned by the Salt Spring Island Local Trust Committee by means of Salt Spring Island Land Use Bylaw 1999 Amendment No. 5, 2025 to permit the development of a multi-family affordable housing project;
- C. The Owner intends to rent the units on the Lands, by way of a rental agreement, at an affordable rate to Qualified Renters (as defined in section 1.1);
- D. 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 regarding the occupancy, tenure and availability to specified classes of persons of dwelling units located on those lands;
- E. 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 or construction on land;
- F. 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 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

G. 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: Definitions and Interpretation

1.1 Definitions – In this Agreement:

“Affordable Housing Unit” means a Dwelling Unit on the Lands in respect of which the construction, tenure, rental and occupancy are restricted in accordance with sections 2.1 through 2.5 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.

“Business Days” means Monday to Friday inclusive except for those excluded days declared by lawful authority as holidays.

“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 Salt Spring Island Land Use Bylaw 1999, as amended or replaced from time to time.

“Household” means one or more individuals occupying the same Dwelling Unit.

“Lands” means that parcel of land legally described as PID 003-106-756, Lot 2, Section 4, Range 3 East, North Salt Spring Island, Cowichan District, Plan 23507.

“Qualified Renter” means a Household which meets the eligibility criteria for a residential tenancy of an Affordable Housing Unit, as set out in Section 2.2(b) of this Agreement.

“Residential Tenancy Act” means the *Residential Tenancy Act*, SBC 2002, c 78.

“Tenancy Agreement” means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit.

“Yearly CPI Change” means the percentage change in CPI from the CPI for April of the immediately preceding calendar year, to the CPI for March of the then present calendar year.

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 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;
- 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.

Article 2 – Affordable Housing

2.1 Agreement over the Lands – Pursuant to section 219 of the *Land Title Act*, the Owner covenants and agrees that:

- a. the Lands will not be developed, and no building or structure will be constructed on the Lands except expansion of the existing office building, unless, as part of and concurrently with the development on the Lands, the Owner also constructs and completes 50 Affordable Housing Units on the Lands;
- b. no building on the Lands may be subdivided by means of a strata plan without prior approval of the Trust Committee;
- c. the Owner will maintain the Affordable Housing Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands.

2.2 Affordable rental housing eligibility – Pursuant to section 483 of the *Local Government Act* the Owner covenants and agrees not to rent or lease any Affordable Housing Unit except to a Qualified Renter and in accordance with the following additional requirements:

- a. the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
- b. the Qualified Renter's Annual Household Income at the time of signing the Tenancy Agreement does not exceed the median gross income of families on Salt Spring Island according to Statistics Canada Census, adjust annually by the Yearly CPI Change for BC as per Statistics Canada;
- c. the Qualified Renter will occupy the Affordable Housing Unit as its permanent, principal, and sole residence;
- d. each Tenancy Agreement will include a clause prohibiting subletting including short-term vacation rentals, a clause requiring the Qualified Renter to comply with the use and occupancy restrictions contained in this Agreement, and a provision entitling the Owner to terminate the rental agreement in accordance with the *Residential Tenancy Act* in the event of any breach of these use and occupancy clauses;
- e. the Owner will deliver to the Trust Committee a true copy of every Tenancy Agreement entered into in respect of any Affordable Housing Unit within 10 Business Days of any request to do so;
- f. the Owner will include in every Tenancy Agreement notice of the existence of this Agreement and the occupancy restrictions applicable to the Affordable Housing Unit, and will provide to each Qualified Renter upon their request, a copy of this Agreement; and
- g. each Tenancy Agreement will provide that if one of the individuals comprising a Qualified Renter who rents an Affordable Housing Unit dies, that individual's spouse or adult child residing in the Affordable Rental Unit at the time of the Qualified Renter's death may continue to rent the Affordable Rental Unit.

2.3 Rental rates - The Owner covenants and agrees that it will:

- a. not charge any Qualified Renter a monthly rent, exclusive of utilities and excess water charges, that is greater than thirty (30%) percent of the total monthly household income of the Qualified Renter at the time the Qualified Renter and the Owner enter into the Tenancy Agreement, except that the Owner may, subject to the provisions of the *Residential Tenancy Act* increase the rent payable for the Affordable Housing Unit annually;
- b. not require any Qualified Renter to pay any extra charges or fees for use of any common area, or for sanitary sewer, storm sewer, water utilities (excluding excess water charges), property taxes and similar services. For clarity, this limitation does not apply to cablevision, telecommunications, laundry, or gas or electricity utility fees or charges.

2.4 No Sublease or Assignment – Except as set out in this Agreement, the Owner will not permit the interest in an Affordable Housing Unit to be subleased or a Tenancy Agreement to be assigned.

2.5 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 four times 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.

Article 3 – General Terms

3.1 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. 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.

3.2 Management – The Owner covenants and agrees to furnish good and efficient management of the Lands and the Affordable Housing Units. 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.

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 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.

3.5 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.

3.6 Indemnity – The Owner covenants to 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. This clause will survive the termination of this Agreement.

3.7 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 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 Land or the Affordable 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. This clause will survive the termination of this Agreement.

3.8 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.

3.9 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.

3.10 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.

3.11 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* (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 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 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 Trust Committee, upon an agreement in writing between the 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 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 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 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.

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 Owner 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 Trust Committee or give the Owner any authority or power to bind the Trust Committee in any way.

3.24 Time of Essence – Time is of the essence in this Agreement.

3.25 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.

3.26 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

PROVINCE OF BRITISH
COLUMBIA

IN THE MATTER OF A HOUSING
AGREEMENT WITH THE SALT SPRING
ISLAND LOCAL TRUST
COMMITTEE (“Housing Agreement”)

I, _____, do solemnly _____,

declare that:

1. I am the _____ [director, officer, employee] of the Gulf Islands Seniors Residence Association, the owner of the land known as Kings Lane, Salt Spring Island, legally described as: Lot 2, Section 4, Range 3 East, North Salt Spring Island, Cowichan District, Plan 23507 (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.
6. The rental payments charged for the Affordable Housing Unit were in compliance with the Housing Agreement and are listed in the attached list.
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
declaration in British Columbia

Signature of person making



STÁUTW First Nation
7728 Tetayut Rd
Saanichton BC
V8M 2E4

ATTACHMENT 3

2025-12-02

Islands Trust
200-1627 Fort St, Victoria, BC, V8R 1H8

STÁUTW First Nation File No. 2025-00247

RE: Salt Spring Land Use Bylaw Amendment SS-BL-549 - SS-BL-549

ÍY SČÁCEL,

Tsawout First Nation has reviewed the proposed amendment to change the subject property zoning from **Residential 12 variant A (R12(a))** to **Residential 13**, which would allow the development of **50 units of affordable housing, general offices, a child day care center, and reduced minimum lot size for potential subdivision**.

Tsawout is prepared to support this development, subject to the following conditions:

1. **Pre-Construction Walk-Through:**

A site walk-through with representatives from the Tsawout Lands Department must be arranged prior to any ground-disturbing activities.

2. **Cultural Monitoring:**

The proponent must retain **Tsawout Cultural Monitors** during excavation, site preparation, and any activity that involves soil disturbance.

STÁUTW First Nation holds unextinguished Aboriginal rights and title to the land and its resources within our traditional territory. As a signatory to the Douglas Treaty of 1852, STÁUTW retains treaty rights to hunt and carry on our fisheries as formerly, to the protection of our village sites, and to continue our ČELÁNEN (way of life) in perpetuity, as guaranteed under the provisions of the treaty. These rights have been affirmed in several court cases. The proposed bylaw alterations may create opportunities for infringement on these rights and pose risks to archaeological and village sites.

Our archaeologist has reviewed the proposal, including the provided AOA. She wanted to bring attention to the closing section of the AOA in quotations below:

“Considering the AOA results, it is important to note that low potential does not mean no

potential. It is possible for archaeological sites to be located outside of areas identified as having high archaeological potential. If suspected archaeological resources are encountered during development of the Project, all work near the finds must cease and the Archaeology Branch must be contacted for further direction before work resumes" to ensure that there are measures in place when and if they come across archaeological and cultural materials during the development and that the staff are trained to know what to look out for.

Please confirm the proponent's acceptance of these conditions and coordinate with our office to schedule the site visit.

Please refer to the attached document with details on how to coordinate cultural monitoring with SXÁUTW.

If the scope of your project changes, please contact us so we can ensure that our Nation's best interests continue to be protected.

HÍSWKE,

Bel Manson | Referrals Coordinator
BManson@tsawout.ca