



SCHEDULE "A" – BYLAW 1841  
ELLIOTT STREET SUPPORTIVE HOUSING AGREEMENT

THIS AGREEMENT is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2018.

BETWEEN:

**CITY OF QUESNEL**  
410 Kinchant Street  
Quesnel, B.C.  
V2J 7J5  
(the "City")

AND

**PROVINCIAL RENTAL HOUSING CORPORATION**  
1701- 4555 Kingsway  
Burnaby, B.C.  
V5H 4V8  
(the "Owner")

WHEREAS:

- A. The City may, by agreement under Section 483 of the Local Government Act, enter into a housing agreement with an owner regarding the availability to intended occupants and the administration and management of housing units identified in the agreement.
- B. The Owner proposes to provide Supportive Housing, as defined herein, within the Housing Facility, as defined herein, in accordance with the requirements of this Agreement.
- C. The Owner recognizes that the Housing Facility may not be used for Emergency Shelter Use or for Extreme Weather Response Use and that all support services on the Lands may only be provided to Residents.
- D. The parties have reached agreement as to certain reasonable and necessary measures to be undertaken by the Owner in the management and operation of the Housing Facility and now wish to enter into this Agreement in order to ensure clear responsibility of the owner in the management of the facility.
- E. The Owner is the registered owner of those Lands defined herein.
- F. The City adopted Bylaw No. 1841 authorizing the City to enter into this Housing Agreement on the terms and conditions contained herein.

THIS AGREEMENT is evidence that in consideration of the mutual promises contained in it, and in consideration of the payment of TEN (\$10.00) DOLLARS by each of the parties to the other (the receipt and sufficiency of which is acknowledged by each party), the parties covenant and agree with each other as follows, both as a Housing Agreement under Section 483 of the *Local Government Act* and as a contract and a deed under seal between the parties:

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1. **Interpretation**

1.1 In this Agreement the following definitions apply:

**"Agreement"** means this Housing Agreement.

**"Emergency Shelter Use"** means the short term stay of **Residents**, who are homeless or at risk of becoming homeless.

**"Extreme Weather Response Use"** means temporarily providing extra Emergency Shelter beds during extreme weather occurrences that occur from November 1<sup>st</sup> to March 31<sup>st</sup>.

**"Good Neighbour Agreement"** means the an agreement entered into by the **Operator**, City, and any other parties, mutually agreed to by the City and the Operator, that defines a process that is open to the public to proactively and reactively address neighbourhood and community concerns.

**"Housing Facility"** means the **Lands** and the improvements located on the **Lands** wherein the **Operator** intends to carry out the **Supportive Housing** under the terms and conditions of this Housing Agreement.

**"Lands"** means Parcel Identifiers:

014-101-491  
Lot 8 Block 10 District Lot 386 Cariboo District Plan 772;  
014-101-505  
Lot 9 Block 10 District Lot 386 Cariboo District Plan 772;  
014-101-513  
Lot 10 Block 10 District Lot 386 Cariboo District Plan 772;  
014-101-521  
Lot 11 Block 10 District Lot 386 Cariboo District Plan 772;  
013-474-197  
Lot 12 Block 10 District Lot 386 Cariboo District Plan 772; and  
013-474-219  
Lot 13 Block 10 District Lot 386 Cariboo District Plan 772

**"Operator"** means the non-profit society whom is under contract with British Columbia Housing Management Commission ("BC Housing") to operate the Facility.

**"Operator Agreement"** means the Agreement to be entered into between BC Housing and the **Operator** in connection with the operation of the **Housing Facility** including the Provincial Homelessness Initiative Operator Agreement, and any other agreements herein after entered with respect to operating the **Housing Facility**.

**"Resident"** means an individual over 18 years occupying a **Supportive Housing** unit in the Housing Facility.



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**"Resident Contract"** means a written agreement between the **Operator** and each **Resident** of the **Supportive Housing** units that establishes the conditions of residency, the template of which may be reviewed from time to time by the City and/or the Good Neighbour Committee.

**"Supportive Housing"** means a facility that provides independent housing on the Lands operated by a government agency or non-profit society that provides a range of on-site supports to Residents such as life-skills training; connections to primary health care, mental health or substance abuse services.

**2. Obligations of the Owner**

2.1 The Owner covenants and agrees with the City:

- (a) that the **Lands** and the **Housing Facility** shall only be used for **Supportive Housing** in compliance with the terms, conditions, requirements and restrictions of this **Agreement**;
- (b) the **Housing Facility** shall not be used other than for **Supportive Housing** as defined in this Agreement and, for greater certainty, the premises may not be used, for an Emergency Shelter Use, an Extreme Weather Response Use or any support services or drop in services to any person other than a **Resident** of the **Housing Facility**;
- (c) the **Housing Facility** will contain a maximum of 32 **Supportive Housing** units;
- (d) each **Supportive Housing** unit will have their own separate bath, kitchen and sleeping spaces;
- (e) to take all reasonable measures to require the **Operator** to operate the **Housing Facility** in compliance with the terms, conditions, requirements and restrictions of this **Agreement**;
- (f) ensure proper management and operation of the **Housing Facility** and shall provide 24 hour, seven (7) day a week supervision of the **Housing Facility** when occupied by any **Resident**;
- (g) all **Residents** of the **Housing Facility** shall be over eighteen (18) years of age and are individuals who have a history of homelessness, meet the low income requirements and/or who may face additional barriers to housing;
- (h) the **Lands** shall not display or permit the display of any exterior sign or any interior sign which is visible from outside of the **Housing Facility** premises exclusive of one building name sign;
- (i) to require the **Operator** develop and enter into a **Good Neighbour Agreement** with the City, and other identified stakeholders to be mutually agreed upon by the **Operator** and the City, prior to occupation of the facility and maintain a process for the ensuring the goals and/or objectives of the agreement are met; and
- (j) to enter into an **Operator Agreement** with the **Operator** that meets the intent of the conditions herein.

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**3. Requirements of the Housing Facility**

- 3.1 CPTED. The design and construction of the **Housing Facility** shall implement the Crime Prevention through Environmental Design (CPTED) criteria for residential housing to the satisfaction of the City and, for this purpose, the Owner shall, at the design stage and from time to time thereafter, consult with officials of the City regarding the implementation of such criteria. At a minimum, exterior security lighting and fencing of rear yards is required.
- 3.2 Maintenance. The Owner shall, at all times, ensure that both the interior and exterior of the **Housing Facility** are well maintained in a neat, tidy and clean condition.
- 3.3 Storage. The Owner shall ensure that all personal belongings, furniture, goods, materials, supplies or other things are only stored within properly designated storage areas located within the interior of the **Housing Facility**. For greater certainty, nothing may be stored or allowed to accumulate around the exterior of the **Housing Facility**.
- 3.4 Outdoor Activities. The Owner shall ensure that barbecues, smoking areas and other outdoor activities are carried out in a safe and considerate manner and that the exterior of the **Housing Facility** is maintained in a neat and tidy condition. Barbecues shall be kept a minimum of 0.6 metres away from any building when in use.
- 3.5 Building and Fire Codes. The Owner shall ensure that the **Housing Facility** is, at all times, in compliance with the health, life safety and fire protection requirements of the British Columbia Building Code and Fire Code and the City's bylaws.
- 3.6 Parking. The Owner shall ensure that adequate on-site parking for staff, **Residents** and visitors is provided, that there is no on-street parking by any of the afore mentioned, and that there are no unlicensed vehicles on the Lands. Should the Housing Facility require additional parking it will be incumbent on the Owner or Operator to locate and secure off-street parking spaces.

**4. Conditions of Occupancy**

- 4.1 The Owner shall ensure that, prior to occupying a **Supportive Housing** unit within the **Housing Facility** each **Resident** enters into a Residency Agreement with the **Operator** while residing at the **Housing Facility**.

**5. Termination**

- 5.1 If the Owner:
- (a) fails to comply with, satisfactorily perform or meet any of the terms, conditions or requirements of this Agreement and fails to remedy such non-compliance or unsatisfactory performance when and as requested to do so by the City; or
  - (b) at any time, ceases to provide **Supportive Housing** units within the **Housing Facility**, or carries out, permits or causes to be carried out, any service provision to individuals



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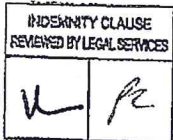
other than residents of the Housing Facility or any short-term emergency housing use or other similar use within the **Housing Facility** which is not authorized by this Agreement;

the Owner shall be in default of this Housing Agreement and in such case the City may, on 60 days prior written notice to the Owner, require the Owner to remedy the default. Should the Owner fail to remedy the default within the 60 days or if the Owner is diligently pursuing a remedy to the default, such longer period as is reasonably necessary, the Owner will terminate the **Operator Agreement** with the **Operator** and, in cooperation with the City, acting reasonably, find a replacement **Operator** and require the new **Operator** to meet the conditions of this agreement.

- 5.2 This Housing Agreement may be terminated at any time by mutual agreement of the Owner and the City.
- 5.3 Should the Lands cease being used as a **Housing Facility**, the City, will execute a registrable discharge of this **Agreement** or file the appropriate notice in the Land Title Office, upon:
- (a) receipt of same from the Owner; and
  - (b) confirmation, to the satisfaction of the City that the Lands are no longer being used as a **Housing Facility**.

6. **Indemnity**

- 6.1 The Owner, indemnifies and saves harmless the City, its elected officials, officers, employees, servants, agents, successors and assigns from and against any and all liabilities, actions, causes of action whether in contract or in tort, claims, damages, expenses, costs, debts, demands, or losses suffered or incurred by the City, at any time, either before or after the expiration or termination of this **Agreement** by the City, arising or resulting from the performance or non-performance of the terms and conditions of this **Agreement** by the **Operator**, its employees, volunteers or agents.



7. **Miscellaneous**

- 7.1 **Time** - Time will be of the essence of this **Agreement** and will remain of the essence notwithstanding the extension of any of the dates under this **Agreement**.
- 7.2 **Waiver** - No failure or delay on the part of either party in exercising any right, power or privilege under this **Agreement** shall operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as may be limited in this **Agreement**, any party may, in its sole discretion, exercise any and all rights, powers, remedies and recourses available to it under this **Agreement** or any other remedy available

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to it and such rights, powers, remedies and recourses may be exercised concurrently or individually without the necessity of making any election.

- 7.3 **Release** - The Owner hereby releases and forever discharges the City, its elected officials, officers, employees, servants and agents, successors and assigns from and against all claims, demands, damages, actions or causes of actions, losses suffered or costs or expenses incurred, by reason of or arising in any way from the existence or enforcement of this **Agreement** or out of any advice or direction respecting the ownership, lease, operation or management of the **Facility** which has been or hereafter may be given to the Owner by all or any of them.
- 7.4 **Entire Agreement** - This **Agreement** and the agreements, instruments and other documents entered into under this **Agreement** set forth the entire agreement and understanding of the parties with respect to the subject matter of this **Agreement** and supersede all prior agreements and understandings among the parties with respect to the matters herein and there are no oral or written agreements, promises, warranties, terms, conditions, representations or collateral agreements, express or implied, other than those contained in this **Agreement**.
- 7.5 **No Severability** - It is the intent of the parties that in case any one or more of the provisions contained in this **Agreement** shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall affect the other provisions of this **Agreement** and this **Agreement** shall thereupon terminate.
- 7.6 **Amendment** - This **Agreement** may be altered or amended only by an agreement in writing signed by the parties and by the filing of a notice of amendment in the *Land Title Office*.
- 7.7 **Further Assurances** - Each of the parties shall at all times and from time to time and upon reasonable request do, execute and deliver all further assurances, acts and documents for the purpose of evidencing and giving full force and effect to the covenants, agreements and provisions in this **Agreement**.
- 7.8 **Notices** - Any demand or notice which may be given under this **Agreement** shall be in writing and delivered or faxed addressed to the parties as follows:

**The City:**

City of Quesnel  
410 Kinchant Street  
Quesnel, British Columbia  
V2J 7J5

Attention: *Byron Johnson, City Manager*

**The Owner:**

Provincial Rental Housing Corporation  
1701- 4555 Kingsway  
Burnaby, B.C.  
V5H 4V8

Attention: *Director of Real Estate Services*



or at such other address as any party may specify in writing to the other. The time of giving and receiving any such notice shall be deemed to be on the day of delivery or transmittal.

CORPORATE OFFICER