



Denman Island Local Trust Committee Special Meeting Agenda

Date: February 17, 2026
Time: 10:00 am
Location: Electronic Meeting, and a physical location to view the livestream of the meeting:
Islands Trust Gabriola Office
700 North Road
Gabriola, BC V0R 1X3

Pages

1. CALL TO ORDER 10:00 AM - 10:05 AM

“Please note, the order of agenda items may be modified during the meeting. Times are provided for convenience only and are subject to change.”

2. TERRITORIAL ACKNOWLEDGEMENT

3. APPROVAL OF AGENDA

4. COMMUNITY INFORMATION MEETING 10:05 AM - 10:35 AM

4.1 DE-RZ-2024.1 (Triple Rock Land Cooperative) - Proposed Bylaws 255, 250 and 254

4.2 PL-RZ-2024-005 (Denman Conservancy) - Proposed Bylaws 256 and 257

5. PUBLIC HEARING 10:35 AM - 11:35 AM

5.1 DE-RZ-2024.1 (Triple Rock Land Cooperative) - Proposed Bylaws 255, 250 and 254

5.1.1 Recess for Public Hearing

5.1.2 Recall to Order

5.2 PL-RZ-2024-005 (Denman Conservancy) - Proposed Bylaw Nos. 256 and 254

5.2.1 Recess for Public Hearing

5.2.2 Recall to Order

6. BUSINESS ITEMS 11:35 AM - 12:00 PM

6.1 Post Public Hearing Report - Official Community Plan and Land Use Bylaws No. 255 and 250, Housing Agreement Bylaw No. 254, DE-RZ-2024.1 (Triple Rock Land Cooperative) - Staff Report

**6.2 Post Public Hearing Report - Land Use Bylaw Amendment Application to Rezone Four
Parcels to Conservation (Official Community Plan and Land Use Bylaw Amendment
Bylaws No. 256 and 257) - Staff Report**

21 - 37

7. ADJOURNMENT

12:00 PM - 12:00 PM



File No.: DE-RZ-2024.1 (Triple
Rock Land
Cooperative)

DATE OF MEETING: February 17, 2026

TO: Denman Island Local Trust Committee

FROM: Marlis McCargar, Island Planner
Northern Office

SUBJECT: Post-Public Hearing Report - OCP & LUB Amendment Bylaws No. 255 and 250,
Housing Agreement Bylaw No. 254, DE-RZ-2024.1 (Triple Rock Land
Cooperative)
Applicant: Laura Busheikin on behalf of Triple Rock Land Cooperative
Location: 5201 Denman Road, Denman Island
PID 028-101-677

RECOMMENDATION

1. That Denman Island Local Trust Committee proposed Bylaw No. 255 cited as “Denman Island Official Community Plan, 2008, Amendment No. 2, 2025” be read a third time.
2. That Denman Island Local Trust Committee proposed Bylaw No. 250 cited as “Denman Island Land Use Bylaw, 2008, Amendment No. 2, 2024” be read a third time.
3. That Denman Island Local Trust Committee proposed Bylaw No. 254 cited as “Denman Island Housing Agreement Bylaw No. 254, 2025” be read a third time.
4. That the Denman Island Local Trust Committee proposed Bylaw No. 255 cited as “Denman Island Official Community Plan, 2008, Amendment No. 2, 2025” be forwarded to the Minister of Housing and Municipal Affairs for approval.
5. That the Denman Island Local Trust Committee proposed Bylaw No. 255 cited as “Denman Island Official Community Plan, 2008, Amendment No. 2, 2025,” proposed Bylaw No. 250 cited as “Denman Island Land Use Bylaw, 2008, Amendment No. 2, 2024” and proposed Bylaw No. 254 cited as “Denman Island Housing Agreement Bylaw No. 254, 2025” be forwarded to the Secretary of the Islands Trust for Executive Committee Approval.

REPORT SUMMARY

This is a post-public hearing report supporting next steps for proposed Bylaw Nos. 255 (OCP amendment), 250 (LUB amendment) and 254 (Housing Agreement). These bylaws propose to increase the number of units on the subject property by four units, withdraw four densities from the OCP density bank, permit secondary suites in all units, and increase the maximum permitted floor area for outbuildings to support additional units.

Staff are recommending the LTC give Third Reading to Bylaw Nos. 255, 254 and 250, forward Bylaw No. 255 to the Minister of Housing and Municipal Affairs for approval, and forward the Bylaw No. 255, 254 and 250 to Executive Committee for approval.

BACKGROUND

The LTC is considering a bylaw to amend the Denman Island Official Community Plan No. 185 and a bylaw to amend the Denman Island Land Use Bylaw No. 186 to rezone 5201 Denman Road. The bylaws will permit four additional dwellings and secondary suites in all units, which will be regulated by a Housing Agreement.

The LTC gave Bylaw No. 250 First Reading on October 8, 2024 and Second Reading on May 20, 2025. The LTC gave Bylaw No. 255 First and Second Readings on May 20, 2025. The bylaws were referred to First Nations, agencies and organizations in October 2024 and June 2025 with a 90-day referral period.

A Public Hearing is scheduled for February 17, 2026. A Public Hearing is a quasi-judicial process within and following which specific procedures must be followed.

Following the hearing, the LTC may choose to give further readings to a bylaw, defeat a bylaw, or alter a bylaw within certain parameters. The procedural steps following the close of the hearing are as follows:

1. Consideration of Third Reading (this may include amendments to alter the bylaws).
2. Send the OCP Bylaw to the Minister for approval.
3. Forwarding of the bylaws to Executive Committee for approval.
4. Final LTC consideration and adoption.

Following the close of the hearing, the LTC may not hear further submissions without holding a new hearing. The principle is that if new information is considered by the LTC, all other interested parties also need to have the opportunity to consider any new relevant material and to make further representations to the LTC. The courts have clarified that this does not open the door to endless public hearings: a local government body can legitimately decide that after a hearing it wishes to hear further from staff on issues raised at the hearing.

A bylaw may be altered after the hearing, based on information received or heard by the LTC at any point prior to the close of the hearing, provided that the amendments do not alter use or increase density, or decrease density without a landowner's consent.

If the Minister and Executive Committee approve the bylaws, the next step for the LTC would be to adopt the bylaws.

Rationale for Recommendation:

Staff are recommending the LTC give Third Reading, and that the Bylaws be forwarded to Executive Committee for approval. The recommendations are supported because:

- All statutory requirements have been completed including the required notification and holding of a Public Hearing consistent with the *Local Government Act*;

- Public and government agency concerns raised with the proposed bylaws have been considered by the LTC;
- Referrals have been sent to First Nations (a formal response from K'omoks First Nation has not been received at the time of writing this report); and
- All Islands Trust bylaw amendments require the approval of the Executive Committee of the Islands Trust prior to the consideration of adoption.

ALTERNATIVES

1. Amend the Bylaw(s)

The LTC may amend the bylaw provided the amendments would not alter use or increase density.

That the Denman Island Local Trust Committee proposed Bylaw No. 255 cited as “Denman Island Official Community Plan, 2008, Amendment No. 2, 2025” be amended as follows:...

That the Denman Island Local Trust Committee proposed Bylaw No. 250 cited as “Denman Island Land Use Bylaw, 2008, Amendment No. 2, 2024” be amended as follows:....

2. Defer Third Reading to a future LTC Meeting

The LTC may choose to defer consideration of third reading to a future LTC meeting. If the LTC chooses this option, no resolution is needed and Bylaw Nos. 255, 254 and 250 will be brought forward at a subsequent meeting.

3. Hold Final Adoption Pending K'omoks First Nation Input

If new information or concerns are received from First Nations following third reading, staff would report back to the LTC with an update. The LTC would be required to hold another public hearing, as required when new information is considered, prior to final adoption.

4. Proceed no further

That the Denman Island Local Trust Committee proceed no further with Bylaw Nos. 255, 254 and 250.

NEXT STEPS

If the recommendations are supported:

- Bylaw No. 250 will be sent to the Ministry of Municipal affairs for approval;
- Bylaw No. 250, Bylaw No. 254 and Bylaw No. 255 will be sent to Executive Committee for approval; and
- Pending approval from the Minister and EC, Bylaw No. 250, Bylaw No. 254 and Bylaw No. 255 will be presented to the LTC for adoption.

Submitted By:	Marlis McCargar, Island Planner	January 30, 2026
Concurrence:	Renée Jamurat, RPP MCIP, Regional Planning Manager	February 5, 2026

ATTACHMENTS

1. Bylaw No. 255
2. Bylaw No. 254
3. Bylaw No. 250

PROPOSED

DENMAN ISLAND LOCAL TRUST COMMITTEE BYLAW NO. 255

A BYLAW TO AMEND DENMAN ISLAND OFFICIAL COMMUNITY PLAN BYLAW NO. 185, 2008

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

1. CITATION

This Bylaw may be cited for all purposes as “Denman Island Official Community Plan, 2008, Amendment No. 2, 2025”.

2. SCHEDULES

Denman Island Official Community Plan Bylaw No. 185, 2008 is amended as shown on Schedule 1, attached to and forming part of this bylaw.

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 FIRST TIME THIS	20	DAY OF	MAY	, 2025
PUBLIC HEARING HELD THIS	_____	DAY OF	_____	, 20__
READ A SECOND TIME THIS	20	DAY OF	MAY	, 2025
READ A THIRD TIME THIS	_____	DAY OF	_____	, 20__
APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS	_____	DAY OF	_____	, 20__
APPROVED BY THE MINISTER OF MUNICIPAL AFFAIRS THIS	_____	DAY OF	_____	, 20__
ADOPTED THIS	_____	DAY OF	_____	, 20__

CHAIR

SECRETARY

**DENMAN ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 255**

SCHEDULE 1

Appendix “D” of the Denman Island Official Community Plan No. 185, 2008, is amended as follows:

1. That the Residential Density Bank table of Appendix D, “Density Banking” be amended by the addition of a new entry, in sequential order, which reads as follows:
- 2.

Authorising Bylaw	Date Added to or transferred from the Bank	Legal Description	Number of residential dwelling units added or deleted	Cumulative total of residential dwelling units in the bank
255	[date of adoption]	Lot A, Section 17 Denman Island, Nanaimo District, Plan VIP87456	-4	$7 - 4 = 3$ (*as per standing resolution #2023-073) (* Final cumulative totals will be reconciled upon adoption of all relevant bylaws.)

PROPOSED

DENMAN ISLAND LOCAL TRUST COMMITTEE BYLAW NO. 254

A BYLAW TO AUTHORIZE A HOUSING AGREEMENT

The Denman Island Local Trust Committee, being the Local Trust Committee having jurisdiction in respect of the Denman Island Local Trust Area under 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 Denman Island Local Trust Committee wishes to enter into a Housing Agreement;

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

1. Citation

This bylaw may be cited for all purposes as “Denman Island Housing Agreement Bylaw No. 254, 2025”.

2. Any two Trustees of the Denman Island Local Trust Committee are authorized to execute an agreement in the form attached to this Bylaw with Denman Community Land Trust Association.

READ A FIRST TIME THIS 20 DAY OF MAY , 2025

READ A SECOND TIME THIS 16 DAY OF DECEMBER , 2025

READ A THIRD TIME THIS -- DAY OF -- , 202x

APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS

_____ DAY OF _____ , 202X

ADOPTED THIS _____ DAY OF _____ , 202X

Chair

Secretary

Housing Agreement

THIS AGREEMENT DATED FOR REFERENCE THE ____ DAY OF ____, 20__ is BETWEEN:

TRIPLE ROCK LAND COOPERATIVE, a cooperative incorporated under the laws of the province of British Columbia and having its office at 5201 Denman Rd, Denman Island, B.C., V0R 1T0.

(the “Owner”);

AND:

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

(the “Trust Committee”)

WHEREAS:

- A. The Owner is the registered owner of those Lands situated on Denman Island and legally described as PID: 028-101-677, Lot A Section 17 Denman Island Nanaimo District Plan VIP87456 (the “Lands”);
- B. The Owner is an association constituted under the Cooperative Association Act, SBC 1999, c. 28 and has as its sole object the creation of a co-operatively owned and managed affordable housing community on Denman Island;
- C. The Owner applied to the Denman Island Local Trust Committee for a rezoning of the Lands by means of Denman Island Land Use Bylaw, _____ to permit the development of 19 co-operative housing units with secondary suites, accessory buildings, and a common house on the area of the Lands that is zoned R3 pursuant to the Denman Island Land Use Bylaw (the “R3 Land”) and, for certainty, this Agreement does not contemplate or authorize residential development on any other part of the Lands;
- 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 ensure Cooperative Housing Units remain affordable according to the terms and conditions set out in 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 a housing agreement between the Owner and the Trust Committee under section 483 of the Local Government Act, and as a covenant under section 219 of the Land Title Act, as follows:

a. Definitions – in this Agreement:

- (1) “Co-operative Housing Unit” means a Primary Housing Unit and may include a Secondary Suite;
- (2) “Co-operative member” means a member of the Triple Rock Land Cooperative or another cooperative approved by the Denman Island Local Trust Committee;
- (3) “Co-operative Rules and policies” means the rules and policies of the Triple Rock Land Cooperative or another cooperative approved by the Denman Island Local Trust Committee;
- (4) “CPI” means the all-items consumer price index for Victoria, British Columbia published by Statistics Canada;
- (5) “Dwelling Unit” means one or more rooms in a building, containing a single set of cooking facilities, and used or intended to be used, as a residence by an individual or a group of individuals living together in common occupancy;
- (6) “Family Member” means a person who lives with and is related to the Co-operative member by blood, adoption, marriage (including a marriage-like relationship). It also includes a chosen family member, an individual with whom the member shares a close, long-standing, family-like relationship, regardless of legal or biological ties;
- (7) “Primary Housing Unit” means a single detached Dwelling Unit occupied as a residence by at least one Co-operative member; and
- (8) “Secondary Suite” means a Dwelling Unit located within the same building as, and having a lesser floor area than, a Primary Housing Unit.

b. Agreement over the Lands:

1. 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 must at all times be used and occupied in compliance with all statutes, laws, regulations, orders of any authority having jurisdiction, and this Agreement; and
 - b. 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. The Owner covenants and agrees with the Trust Committee that, in perpetuity:

- a. the R3 Land must not be used, and no building or structure may be constructed on the Lands, other than for 19 Co-operative Housing Units, a common house, and non-residential accessory buildings and structures as defined in this Agreement and the Denman Island Land Use Bylaw, and any home-based business permitted by the Denman Island Land Use Bylaw;
 - b. the Lands must not be used and no building or structure may be constructed on the Lands except in accordance with any Siting and Use Permit issued by the Denman Islands Local Trust Committee; and
 - c. the Lands shall not be subdivided by subdivision plan, strata plan or otherwise howsoever.
- c. Dissolution of the Co-operative** - If on the winding up or dissolution of the Owner, any property remains after the satisfaction of all its debts and liabilities and the costs, expenses and charges of the winding up, that property must not be paid to or distributed among the Co-operative members; and must be given or transferred to an institution:
 - a. that has as its object the co-operative ownership and management of affordable housing on Denman Island; and
 - b. that has been chosen by the Co-operative members and approved by the Trust Committee at or before the time of dissolution.
- d. Occupancy of Primary Housing Units**
 - 1. No Primary Housing Unit shall be occupied by any person who is not a Co-operative member, a family member of such a member, the guest of such a member, a tenant or roommate of a Co-operative member approved by the Owner pursuant to the Co-operative Rules and policies, a caregiver of the Co-operative member, or a person whose membership in the Owner is under consideration by the Owner pursuant to the Co-operative Rules and policies.
 - 2. Every Primary Housing Unit shall have a Co-operative member as its primary occupant, except when a Co-operative member is on a temporary leave-of-absence as permitted by the Co-operative Rules and policies.
 - 3. Co-operative members shall have the Primary Housing Unit as their principal residence.
 - 4. Primary Housing Units may not be used for any form of vacation rental, including short-term vacation rentals.
- e. Pricing of Co-operative membership shares and Housing Units**
 - 1. The purchase price of a membership share in the Owner may not exceed the acquisition price of the share, plus the lesser of: any increase in the annual average CPI from the year in which the share was acquired to the year in which it is transferred, and 2% annually.
 - 2. The purchase price of a Co-operative Housing Unit upon any sale of the Co-operative Housing Unit in connection with a transfer of shares in the Owner may not exceed the depreciated replacement cost of the Co-operative Housing Unit, as determined by a member of the Appraisal Institute of Canada who is at arm's length from each Co-operative

member and furthermore may be limited to a maximum value (a cap) as determined by policies set by the Owner.

f. Occupancy and Affordability of Secondary Suites

1. Occupancy of Secondary Suites is limited to caregivers and family members of the Co-operative member who is the main occupant of the Primary Housing Unit to which the Suite is attached, Co-operative members, people applying for Co-operative membership, and people volunteering for or otherwise actively involved with and committed to the Co-operative. Occupants of Secondary Suites must be approved by the Owner.
2. The amount of rent charged for Secondary Suites must be at least 20% less than the average comparable market rent charged for a similar unit or rental arrangement on Denman Island, or, in the absence of Denman Island data, in the Comox Valley in which case any comparables should be adjusted to reflect the likely discount or increase for Denman as compared to the Comox Valley.
3. Secondary Suites may not be used for any form of vacation rental, including short-term vacation rentals.

g. Monitoring and Reporting to the Local Trust Committee - The Owner must deliver to the Trust Committee within six weeks of the transfer of any shares in the Owner and the closing of any sale of a Co-operative Housing Unit a completed statutory declaration, substantially in the form attached as Schedule A, sworn by a director of the Owner and the Co-operative member transferring shares and attaching a copy of the share transfer agreement, the agreement of purchase and sale for the Co-operative Housing Unit, and the certification of a member of the Appraisal Institute of Canada who is at arm's length from each Co-operative member, as to the depreciated replacement cost of the Co-operative Housing Unit, assessed no more than 15 months prior to the date of the purchase and sale of the Co-operative Housing Unit.

h. Order to Comply - If the Owner is in default of the performance or observation of this Agreement, the Trust Committee may give the Owner a notice of default requiring the Owner to comply with the 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 in any Notice of Default provided to the Owner by the Trust Committee.

i. Management – The Owner covenants and agrees to furnish good and efficient management of the Lands and shared infrastructure on the Lands. If and when the Trust Committee has reasonable grounds to believe that a continuing breach of this Agreement exists, the Trust Committee may authorize its representatives to inspect the Lands at any reasonable time with reasonable notice to the Owner, subject to the notice provisions of the *Residential Tenancy Act*.

j. No Transfer - The Owner must not transfer the Lands, other than to an association constituted under the *Cooperative Association Act* or other non-profit association incorporated under the *Societies Act*, having as its object the co-operative ownership and management of affordable housing on Denman Island.

k. Cooperative Standing – The Owner must maintain its standing as a co-operative under the

Cooperative Act or as a society under the *Societies Act*, as applicable, to ensure the ongoing occupancy and affordability objectives set out in this Agreement, and must not amend its memorandum of association, co-operative rules of association, constitution, or bylaws, as applicable, in any manner that would prevent, or adversely affect, the ability of the Owner to perform its obligations under this Agreement.

- l. 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 Co-operative Housing Units. The Owner further acknowledges that a breach of this Agreement may constitute a breach of the Denman Island Land Use Bylaw, as amended from time to time.
- m. 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.
- n. Indemnity** - The Owner shall indemnify and save harmless the Trust Committee and each of its elected officials, officers, directors, employees, and agents from and against all claims, demands, actions, loss, damage, costs, and liabilities for which any of them may be liable by reason of any act or omission of the Owner or its officers, directors, employees, agents or contractors or any other person for whom the Owner is at law responsible, including breaches of this Agreement.

This clause will survive the termination of this Agreement.
- o. 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 the performance by the Owner of its obligations under this Agreement, or the enforcement of this Agreement.

This clause will survive the termination of this Agreement.
- p. 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.
- q. 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.
- r. 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.

- s. **Notice on Title** - The Owner acknowledges and agrees that this Agreement constitutes both a covenant under Section 219 of the *Land Title Act* and a housing agreement under Section 483 of the *Local Government Act* and agrees that the Owner will register a notice of this Agreement against title to the Lands.
- t. **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.
- u. **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.
- v. **Amendment** - This Agreement may not be modified or amended except by bylaw of the Trust Committee, upon an agreement in writing between the Trust Committee and the Owner.
- w. **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.
- x. **Enurement** - This Agreement is binding upon and enures to the benefit of the parties and their respective successors and permitted assigns.
- y. **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.
- z. **Severability** - Each covenant and agreement contained in this Agreement is, and shall be construed to be, a separate and independent covenant or agreement and the breach of any such covenant or agreement by the Owner shall not discharge or relieve the Owner from its obligations to perform. If any term or provision of this Agreement, or its application to any person or circumstance shall to any extent be found to be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

aa. 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.

bb. Included Words - Wherever the singular or the masculine is used in this Agreement, it shall be deemed to include the plural or the feminine, or the body politic or corporate, where the context or the parties so require.

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

dd. 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.

ee. Time of Essence -Time is of the essence in this Agreement.

ff. 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.

gg. 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.

hh. 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"

DENMAN ISLAND LOCAL TRUST COMMITTEE

FORM OF STATUTORY DECLARATION

CANADA	)	IN THE MATTER OF A HOUSING
	)	AGREEMENT with the Denman Island
PROVINCE OF BRITISH COLUMBIA	)	Local Trust Committee ("Housing
	)	Agreement")

I, _____, of _____, British Columbia, do solemnly declare:

1. That I am a member of the Triple Rock Land Co-operative or its successor in title to land legally described as PID: 028-101-677, Lot A Section 17 Denman Island Nanaimo District Plan VIP87456 (the "Lands"), and make this declaration to the best of my personal knowledge.
2. The terms in this declaration have the same meaning as those defined in the Housing Agreement registered against the Lands.
3. This declaration is made pursuant to the Housing Agreement in respect of the Co-operative Housing Unit with the address _____
4. On the _____ day of, 20____ I entered into an agreement to transfer one or more shares in the owner of the Land's Co-operative Housing Unit, a true copy of which is attached to this declaration, to _____ for a total purchase price of \$_____ and no other consideration whatsoever.
5. Pursuant to an agreement of purchase and sale that will close on the _____ day of _____ 20____ of which a true copy is attached to this declaration, I intend to transfer all of my right and title in the Co-operative Housing Unit to _____ for a total purchase price of \$_____ and no other consideration whatsoever.
6. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

SWORN BEFORE ME at _____, in
the Province of British Columbia, this _____
day of _____ 20____.

A Commissioner for Taking Affidavits for
British Columbia

)
)
)
)
)
) _____
) Signature of person making declaration
)
)

I, _____, of _____, British Columbia do solemnly declare:

1. That I am a director of Triple Rock Land Co-operative or its successor in title to land legally described as the South West ¼ of Section 17, Denman Island, Nanaimo District, except that Part in Plan 14174 and Plan VIP77481, and make this declaration to the best of my personal knowledge.
2. That Paragraphs 5 and 6 of the Statutory Declaration of _____ set out above correctly disclose the amount of consideration in respect of the share transfer and ownership transfers described in those paragraphs.
3. 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*.

SWORN BEFORE ME at _____, in _____)
The Province of British Columbia, this _____)
Day of _____, 20____.)

A Commissioner for Taking Affidavits for
British Columbia

)
)
)
) _____
) Signature of person making declaration

Attached:

- Share transfer agreement
- Agreement of purchase and sale for the Co-operative Housing Unit
- A certification of a member of the Appraisal Institute of Canada who is at arm's length from each Co-operative member as to the depreciated replacement cost of the Co-operative Housing Unit, assessed no more than one year prior to the date of the purchase and sale of the Unit

PROPOSED

DENMAN ISLAND LOCAL TRUST COMMITTEE BYLAW NO. 250

A BYLAW TO AMEND DENMAN ISLAND LAND USE BYLAW, 2008

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

1. Citation

This bylaw may be cited for all purposes as “Denman Island Land Use Bylaw, 2008, Amendment No. 2, 2024”.

2. Denman Island Local Trust Committee Bylaw No. 186, cited as “Denman Island Land Use Bylaw, 2008,” is amended as per Schedule 1 attached to and forming part of this bylaw.

READ A FIRST TIME THIS 8TH DAY OF OCTOBER , 2024

READ A SECOND TIME THIS 20TH DAY OF MAY , 2025

PUBLIC HEARING HELD THIS _____ DAY OF _____ , 202X

READ A THIRD TIME THIS _____ DAY OF _____ , 202X

APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS

_____ DAY OF _____ , 202X

ADOPTED THIS _____ DAY OF _____ , 202X

Chair

Secretary

**DENMAN ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 250**

Schedule 1

1. Schedule “A” of Denman Island Land Use Bylaw, 2008, is amended as follows:
 - 1.1 Part 2 – GENERAL REGULATIONS, Section 2.1 – Uses, Buildings and Structures, Subsection 4 is amended by deleting the paragraph in its entirety, and renumber accordingly.
 - 1.2 Part 2 – GENERAL REGULATIONS, Section 2.1 – Uses, Buildings and Structures, Subsection 5 is amended by deleting “A secondary suite is permitted within a dwelling unit provided that:” and replacing it with “Where regulations in Part 3 permit a secondary suite within a dwelling unit, a secondary suite is permitted provided that:”
 - 1.3 Part 3 – ZONE REGULATIONS, Section 3.3 Residential Zoning Tables – Table 1 – Permitted Uses is amended by deleting “and secondary dwelling units” and the note “Secondary dwelling units must be approved through a Temporary Use Permit” in line item 10 and in the R3 column, adding a check mark.
 - 1.4 Part 3 – ZONE REGULATIONS, Section 3.3 Residential Zoning Tables – Table 1 – Permitted Uses is amended by adding “secondary dwelling units” and the note “Secondary dwelling units must be approved through a Temporary Use Permit” as a line item following number 10 and in the R2 column adding a check mark, and renumber accordingly.
 - 1.5 Part 3 – ZONE REGULATIONS, Section 3.3 Residential Zoning Tables – Table 3 – Density of Uses, Buildings and Structures, line item 3 and in the R3 column, is amended by replacing the number “15” with the number “19”.
 - 1.6 Part 3 – ZONE REGULATIONS, Section 3.3 Residential Zoning Tables – Table 6 – Floor Area is amended by adding an additional line item after number 3 that states “Maximum gross floor area of a building with a single family dwelling unit and a secondary suite” and adding “186 m²” in the R3 column, and renumber accordingly.
 - 1.7 Part 3 – ZONE REGULATIONS, Section 3.3 Residential Zoning Tables – Table 6 – Floor Area is amended by deleting “1275 m²” in line item 6 and in the R3 column, and replacing it with “2174 m²”.



File No.: PL-RZ-2024-0055
(Denman Conservancy)

DATE OF MEETING: February 17, 2026

TO: Denman Island Local Trust Committee

FROM: Marlis McCargar, Island Planner
Northern Office

SUBJECT: Post-Public Hearing Report - LUB Amendment Application to Rezone Four
Parcels to Conservation (OCP & LUB Amendment Bylaws No 256 and 257)
Applicant: Steven Carballeira on behalf of the Denman Conservancy
Association
Location: PID 006-639-771; 006-657-656; 023-005-424; 023-005-432
Denman Island

RECOMMENDATION

1. That Denman Island Local Trust Committee proposed Bylaw No. 256 cited as “Denman Island Official Community Plan, 2008, Amendment No. 3, 2025” be read a third time.
2. That Denman Island Local Trust Committee proposed Bylaw No. 257 cited as “Denman Island Land Use Bylaw, 2008, Amendment No. 2, 2025” be read a third time.
3. That the Denman Island Local Trust Committee proposed Bylaw No. 256 cited as “Denman Island Official Community Plan, 2008, Amendment No. 3, 2025” be forwarded to the Minister of Housing and Municipal Affairs for approval.
4. That the Denman Island Local Trust Committee proposed Bylaw No. 256 cited as “Denman Island Official Community Plan, 2008, Amendment No. 3, 2025” and proposed Bylaw No. 257 cited as “Denman Island Land Use Bylaw, 2008, Amendment No. 2, 2025” be forwarded to the Secretary of the Islands Trust for Executive Committee Approval.

REPORT SUMMARY

This is a post-public hearing report supporting next steps for proposed Bylaw Nos. 256 (OCP amendment), and 257 (LUB Amendment). These bylaws propose to re-designate the land use and rezone four parcels of land from forestry to conservation.

Staff are recommending the LTC give Third Reading to Bylaw Nos. 256 and 257, forward Bylaw No. 256 to the Minister of Housing and Municipal Affairs for approval, and forward the Bylaw No. 256 and 257 to Executive Committee for approval.

BACKGROUND

The LTC is considering a bylaw to amend the Denman Island Official Community Plan No. 185 and a bylaw to amend the Denman Island Land Use Bylaw No. 186 to rezone four parcels (PID 006-639-771; 006-657-656; 023-005-424; 023-005-432).

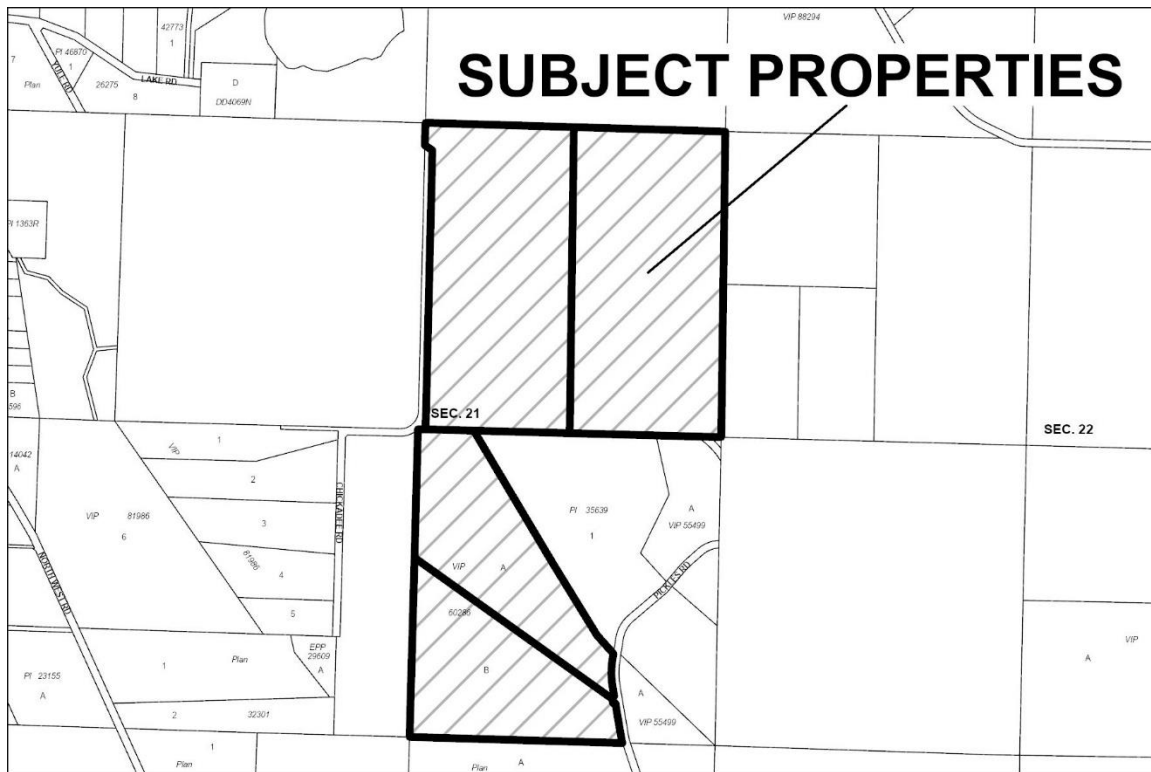


Figure 1. Location of Subject Properties

The intent of these amendments is to enhance conservation efforts on Denman Island by transitioning land use away from forestry and resource extraction towards protection and preservation on these parcels.

The LTC gave Bylaw Nos. 256 and 257 First and Second Readings on May 20, 2025. The bylaws were referred to First Nations, agencies and organizations in July 2025 with a 90-day referral period.

A Public Hearing is scheduled for February 17, 2026. A Public Hearing is a quasi-judicial process within and following which specific procedures must be followed.

Following the hearing, the LTC may choose to give further readings to a bylaw, defeat a bylaw, or alter a bylaw within certain parameters. The procedural steps following the close of the hearing are as follows:

1. Consideration of Third Reading (this may include amendments to alter the bylaws).
2. Send the OCP Bylaw to the Minister for approval.
3. Forwarding of the bylaws to Executive Committee for approval.
4. Final LTC consideration and adoption.

Following the close of the hearing, the LTC may not hear further submissions without holding a new hearing. The principle is that if new information is considered by the LTC, all other interested parties also need to have the opportunity to consider any new relevant material and to make further representations to the LTC. The courts have clarified that this does not open the door to endless public hearings: a local government body can legitimately decide that after a hearing it wishes to hear further from staff on issues raised at the hearing.

A bylaw may be altered after the hearing, based on information received or heard by the LTC at any point prior to the close of the hearing, provided that the amendments do not alter use or increase density, or decrease density without a landowner's consent.

If the Minister and Executive Committee approve the bylaws, the next step for the LTC would be to adopt the bylaw.

Rationale for Recommendation:

Staff are recommending the LTC give Third Reading, and that the Bylaws be forwarded to Executive Committee for approval. The recommendations are supported because:

- All statutory requirements have been completed including the required notification and holding of a Public Hearing consistent with the *Local Government Act*;
- Public, government agency or First Nation concerns raised with the proposed bylaws have been considered by the LTC; and
- All Islands Trust bylaw amendments require the approval of the Executive Committee of the Islands Trust prior to the consideration of adoption.

ALTERNATIVES

1. Amend the Bylaw(s)

The LTC may amend the bylaws provided the amendments would not alter use or increase density.

That the Denman Island Local Trust Committee proposed Bylaw No. 256 cited as "Denman Island Official Community Plan, 2008, Amendment No. 3, 2025" be amended as follows:...

That the Denman Island Local Trust Committee proposed Bylaw No. 257 cited as "Denman Island Land Use Bylaw, 2008, Amendment No. 2, 2025" be amended as follows:....

2. Defer Third Reading to a future LTC Meeting

The LTC may choose to defer consideration of third reading to a future LTC meeting. If the LTC chooses this option, no resolution is needed and Bylaw Nos. 256 and 257 will be brought forward at a subsequent meeting.

3. Hold Final Adoption Pending K'omoks First Nation Input

If new information or concerns are received from First Nations following third reading, staff would report back to the LTC with an update. The LTC would be required to hold another public hearing, as required when new information is considered, prior to final adoption.

4. Proceed no further

That the Denman Island Local Trust Committee proceed no further with Bylaw Nos. 256 and 257.

NEXT STEPS

If the recommendations are supported:

- Bylaw No. 256 will be sent to the Ministry of Municipal affairs for approval;

- Bylaw No. 256 and Bylaw No. 257 will be sent to Executive Committee for approval; and
- Pending approval from the Minister and EC, Bylaw No. 256 and Bylaw No. 257 will be presented to the LTC for adoption.

Submitted By:	Marlis McCargar, Island Planner	January 30, 2026
Concurrence:	Renée Jamurat, RPP MCIP, Regional Planning Manager	February 5, 2026

ATTACHMENTS

1. Bylaw No. 256
2. Bylaw No. 257

PROPOSED

DENMAN ISLAND LOCAL TRUST COMMITTEE BYLAW NO. 256

A BYLAW TO AMEND DENMAN ISLAND OFFICIAL COMMUNITY PLAN BYLAW NO. 185, 2008

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

1. CITATION

This Bylaw may be cited for all purposes as “Denman Island Official Community Plan, 2008, Amendment No. 3, 2025”.

2. SCHEDULES

Denman Island Official Community Plan Bylaw No. 185, 2008 is amended as shown on Schedule 1, attached to and forming part of this bylaw.

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 FIRST TIME THIS 20th DAY OF MAY, 2025

PUBLIC HEARING HELD THIS _____ DAY OF _____ 20____

READ A SECOND TIME THIS 20th DAY OF MAY, 2025

READ A THIRD TIME THIS _____ DAY OF _____ 20____

APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS

_____ DAY OF _____ 20____

APPROVED BY THE MINISTER OF MUNICIPAL AFFAIRS THIS

_____ DAY OF _____ 20____

ADOPTED THIS _____ DAY OF _____ 20____

CHAIR

SECRETARY

**DENMAN ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 256**

SCHEDULE 1

1. That the Residential Density Bank table of Appendix D, “Density Banking” be amended by the addition of a new entry, in sequential order, which reads as follows:

Authorising Bylaw	Date Added to or transferred from the Bank	Legal Description	Number of residential dwelling units added or deleted	Cumulative Total of residential dwelling units in the bank
2XX	[date of adoption]	The east 1/2 of the north east 1/4 of Section 21, Denman Island, Nanaimo District The west 1/2 of the north east 1/4 of Section 21, Denman Island, Nanaimo District except that part in plan VIP78186 Lot A, Section 21 Denman Island, Nanaimo District, Plan VIP60286 Lot B, Section 21 Denman Island, Nanaimo District, Plan VIP60286	+4	4 + 7 = 11 (*as per standing resolution #2023-073) (* Final cumulative totals will be reconciled upon adoption of all relevant bylaws.)

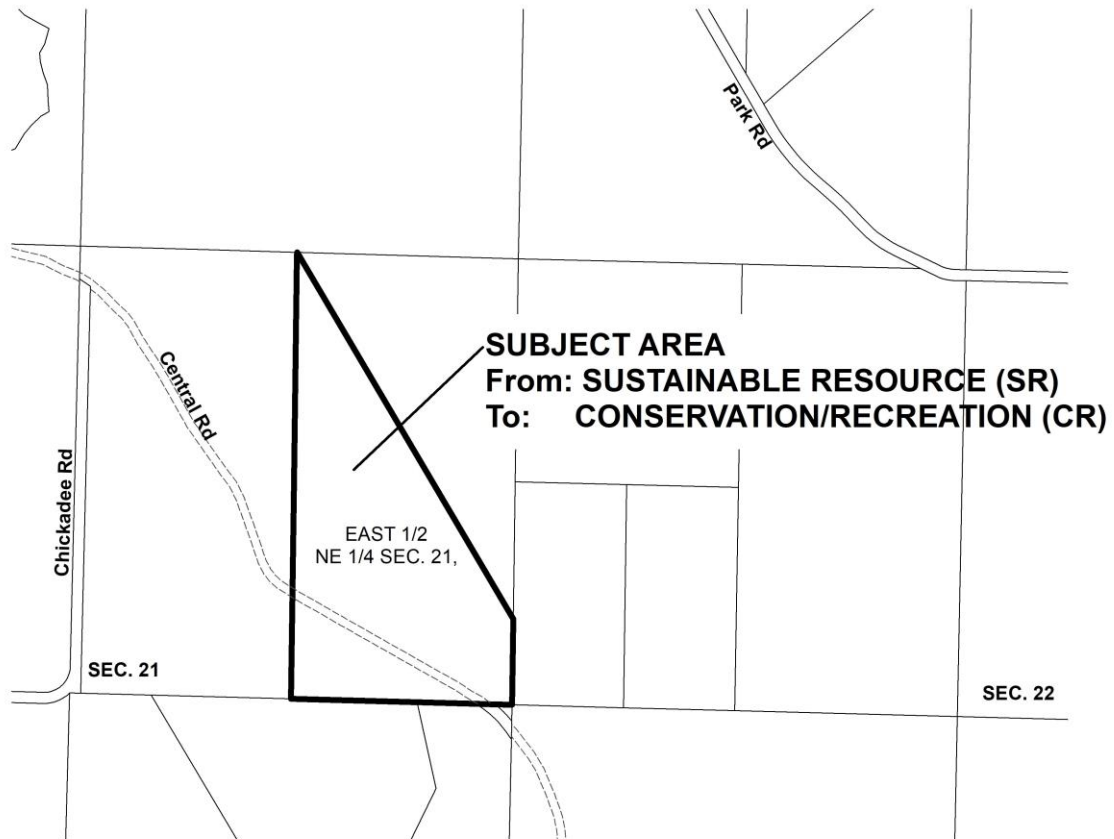
2. Schedule C [Land Use Designations Map] is amended by changing the land use designations as follows:
- a) On portions of land legally described as THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 21, DENMAN ISLAND, NANAIMO DISTRICT the land use designation is changed:
- from a split “Sustainable Resource” and “Agriculture” designation to a split “Conservation/Recreation” and “Agriculture” designation;
- as shown on Appendix No. 1 attached to and forming part of this bylaw.

- b) On portions of land legally described as THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 21, DENMAN ISLAND, NANAIMO DISTRICT EXCEPT THAT PART IN PLAN VIP78186 the land use designation is changed:
 - from a “Sustainable Resource” designation to
“Conservation/Recreation”;
 - as shown on Appendix No. 2 attached to and forming part of this bylaw.
- c) On portions of land legally described LOT A SECTION 21 DENMAN ISLAND NANAIMO DISTRICT PLAN VIP60286 the land use designation is changed:
 - from a “Sustainable Resource” designation to
“Conservation/Recreation”;
 - as shown on Appendix No. 3 attached to and forming part of this bylaw.
- d) On portions of land legally described as LOT B SECTION 21 DENMAN ISLAND NANAIMO DISTRICT PLAN VIP60286 the land use designation is changed:
 - from a “Sustainable Resources” designation to
“Conservation/Recreation”;
 - as shown on Appendix No. 4 attached to and forming part of this bylaw.

DENMAN ISLAND LOCAL TRUST COMMITTEE

BYLAW NO. 256

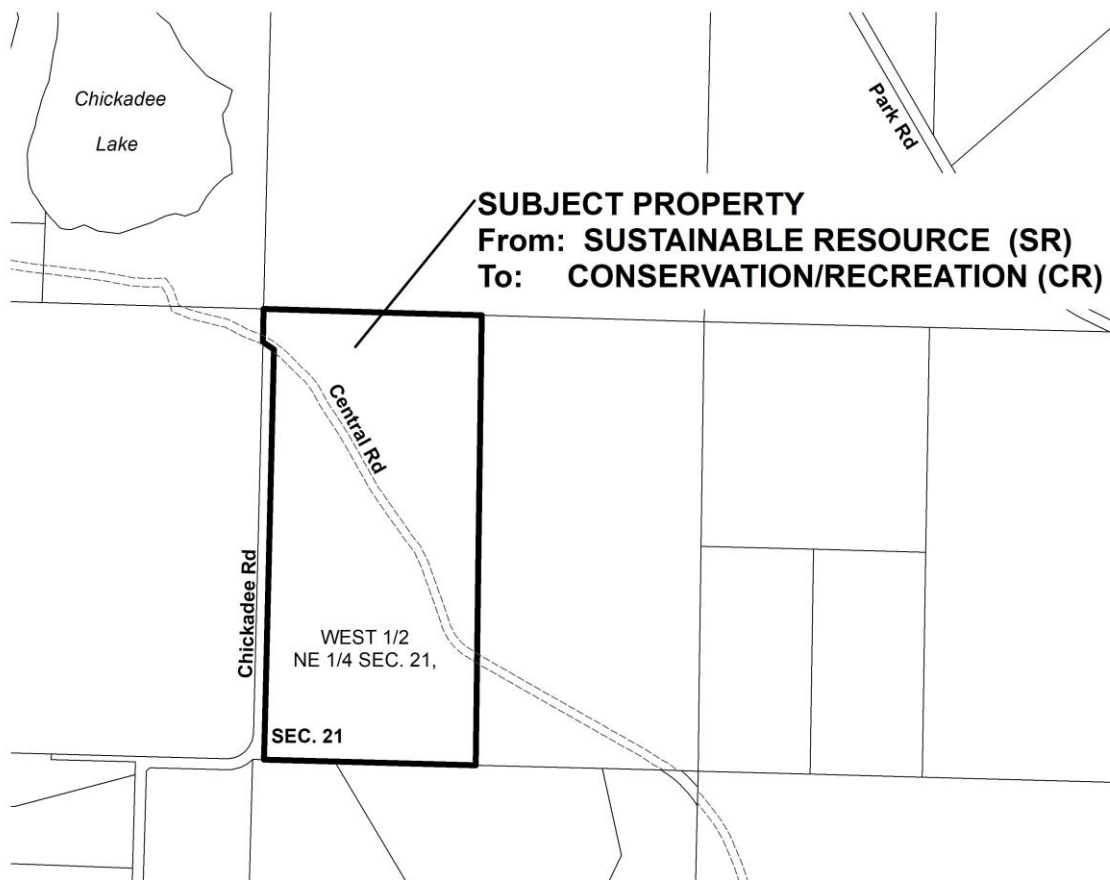
Appendix No. 1



DENMAN ISLAND LOCAL TRUST COMMITTEE

BYLAW NO. 256

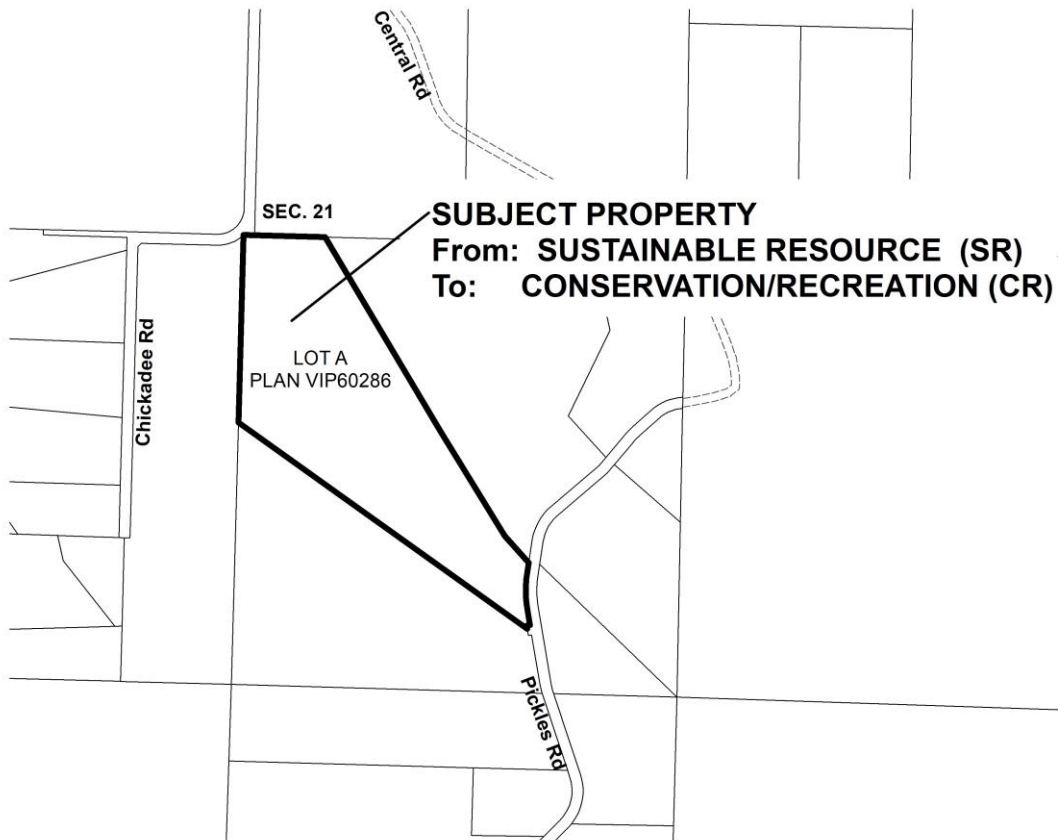
Appendix No. 2



DENMAN ISLAND LOCAL TRUST COMMITTEE

BYLAW NO. 256

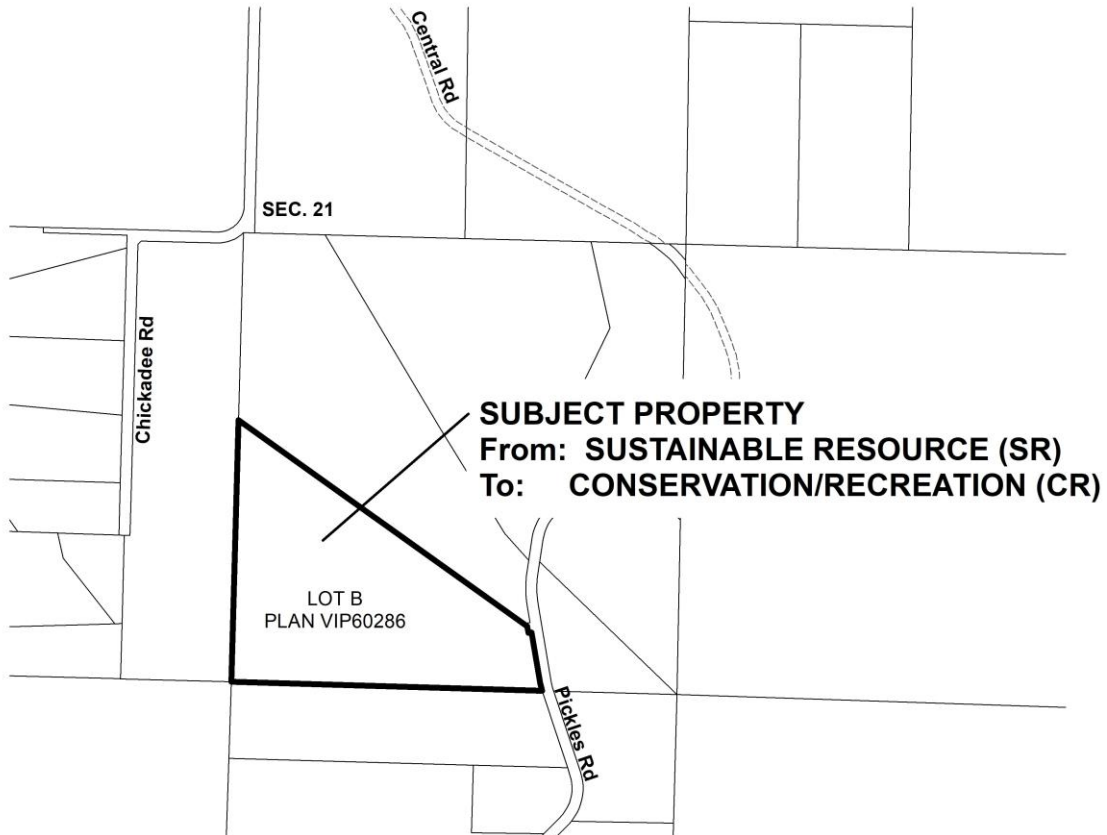
Appendix No. 3



DENMAN ISLAND LOCAL TRUST COMMITTEE

BYLAW NO. 256

Appendix No. 4



PROPOSED

DENMAN ISLAND LOCAL TRUST COMMITTEE BYLAW NO. 257

A BYLAW TO AMEND DENMAN ISLAND LAND USE BYLAW, 2008

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

1. Citation

This bylaw may be cited for all purposes as “Denman Island Land Use Bylaw, 2008, Amendment No. 2, 2025”.

2. Denman Island Local Trust Committee Bylaw No. 186, cited as “Denman Island Land Use Bylaw, 2008,” is amended as per Schedule 1 attached to and forming part of this bylaw.

READ A FIRST TIME THIS 20TH DAY OF MAY , 2025

READ A SECOND TIME THIS 20TH DAY OF MAY , 2025

PUBLIC HEARING HELD THIS _____ DAY OF _____ , 202X

READ A THIRD TIME THIS _____ DAY OF _____ , 202X

APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS

_____ DAY OF _____ , 202X

ADOPTED THIS _____ DAY OF _____ , 202X

Chair

Secretary

**DENMAN ISLAND LOCAL TRUST
COMMITTEE BYLAW NO. 257**

**Schedule
1**

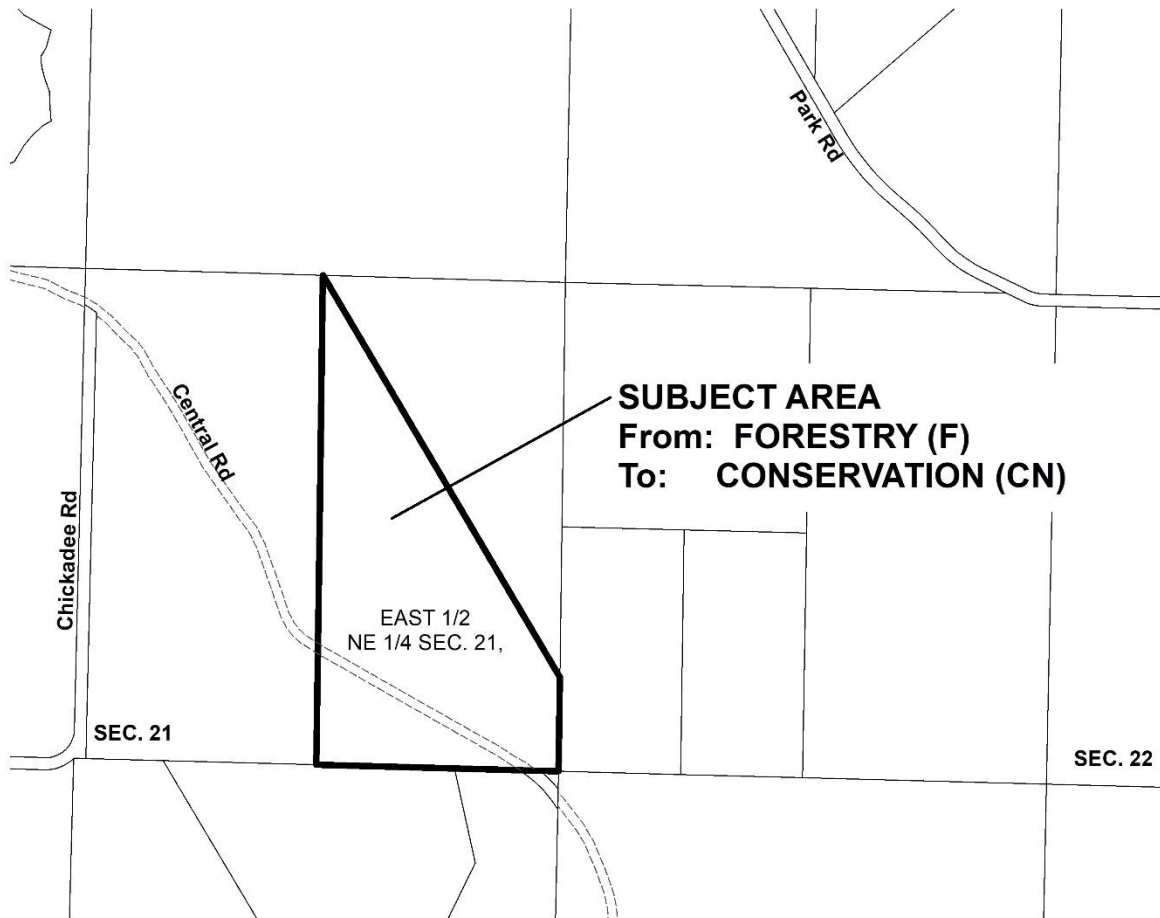
1. Schedule “B” of Denman Island Land Use Bylaw, 2008, is amended as follows:
 - 1.1 Schedule “B” – North Map, is amended by changing the zoning classification of the non-Agricultural Land Reserve portion of THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 21, DENMAN ISLAND, NANAIMO DISTRICT (PID 006-639-771) as shown on Appendix No. 1 attached to and forming part of this bylaw, and by making such alterations to Schedule “B” of Bylaw No. 186 as are required to effect this change.
 - 1.2 Schedule “B” – North Map, is amended by changing the zoning classification of PID 006-657-656 THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 21, DENMAN ISLAND, NANAIMO DISTRICT EXCEPT THAT PART IN PLAN VIP78186 as shown on Appendix No. 2 attached to and forming part of this bylaw, and by making such alterations to Schedule “B” of Bylaw No. 186 as are required to effect this change.
 - 1.3 Schedule “B” – North Map, is amended by changing the zoning classification of PID 023-005-424 LOT A SECTION 21 DENMAN ISLAND NANAIMO DISTRICT PLAN VIP60286 as shown on Appendix No. 3 attached to and forming part of this bylaw, and by making such alterations to Schedule “B” of Bylaw No. 186 as are required to effect this change.
 - 1.4 Schedule “B” – North Map, is amended by changing the zoning classification of PID 023-005-432 LOT B SECTION 21 DENMAN ISLAND NANAIMO DISTRICT PLAN VIP60286 as shown on Appendix No. 4 attached to and forming part of this bylaw, and by making such alterations to Schedule “B” of Bylaw No. 186 as are required to effect this change.

DENMAN ISLAND LOCAL TRUST COMMITTEE

DE-BL-257

BYLAW NO. 257

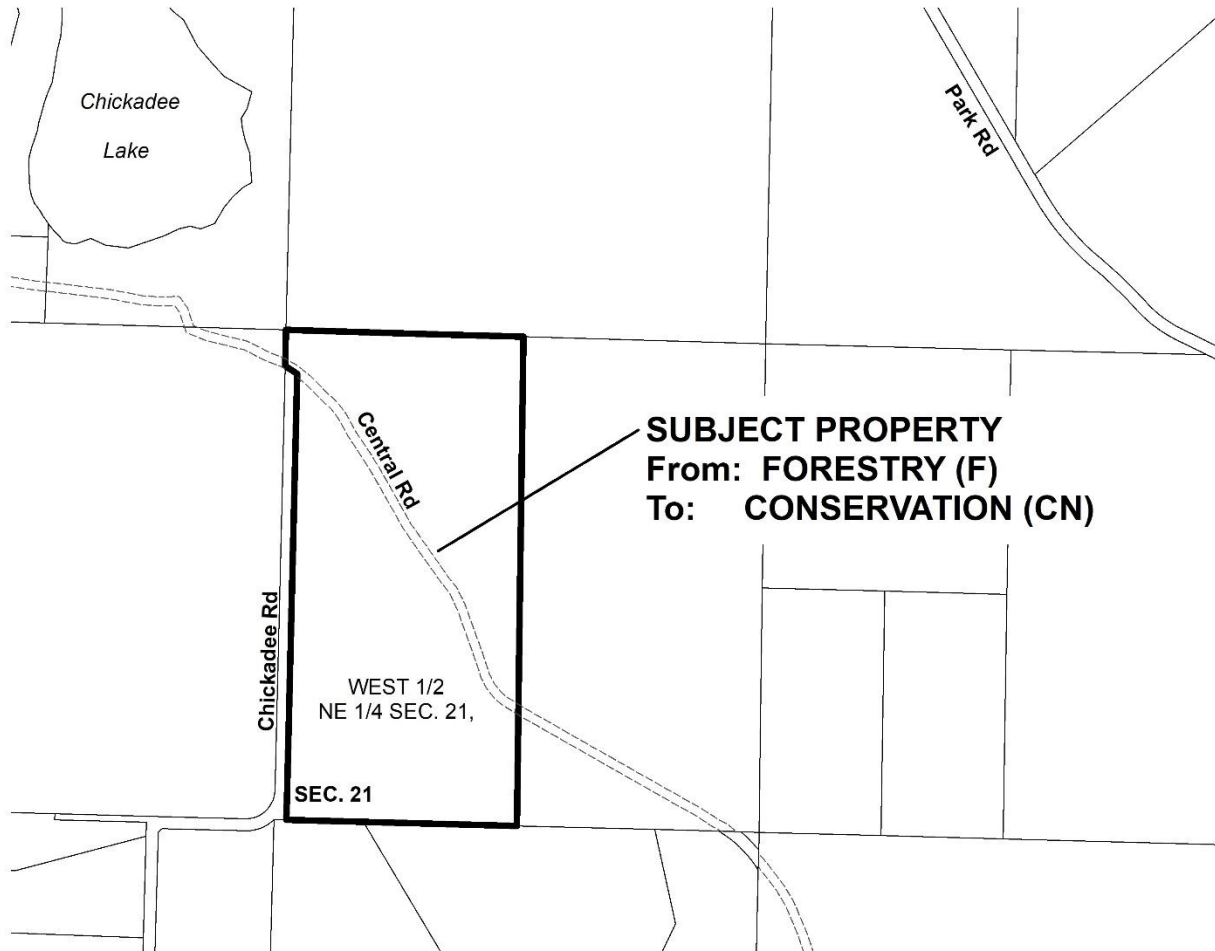
Appendix No. 1



DENMAN ISLAND LOCAL TRUST COMMITTEE

BYLAW NO. 220

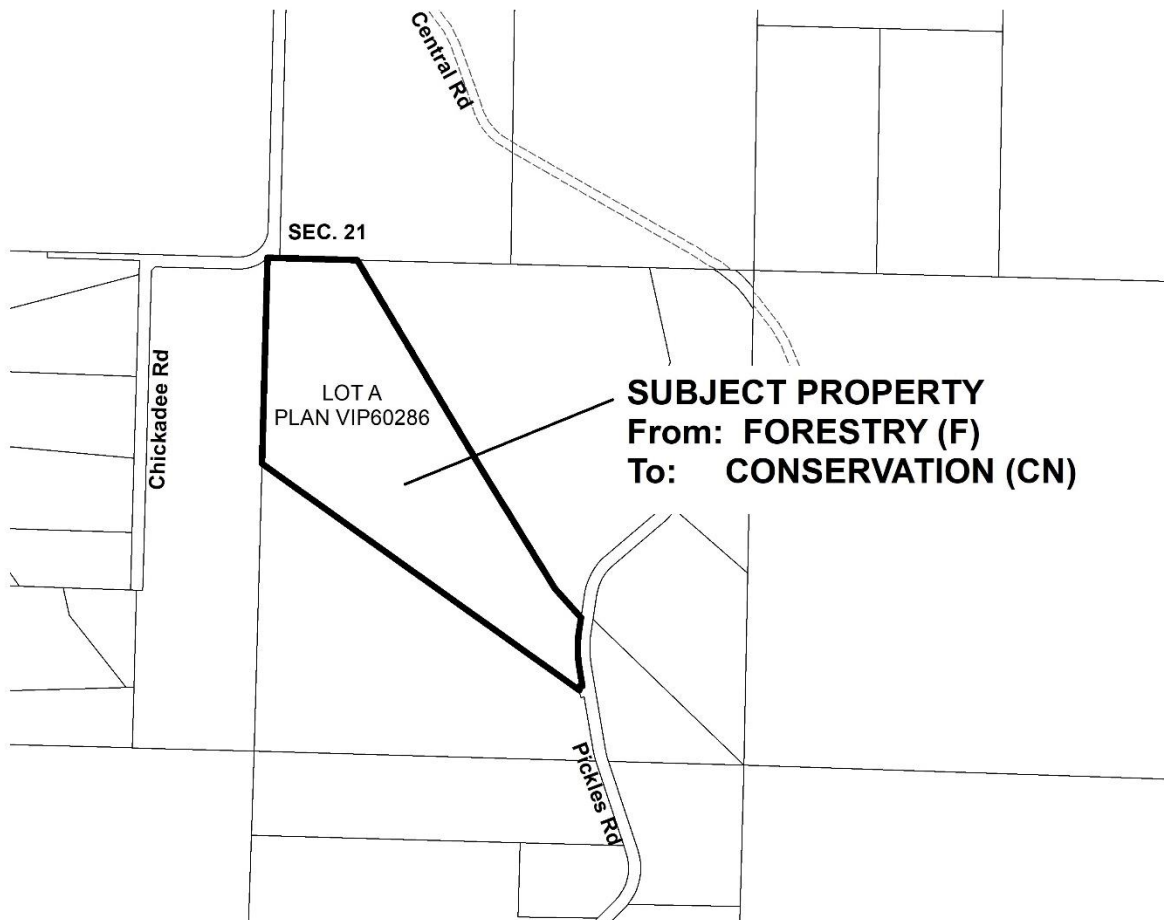
Appendix No. 2



DENMAN ISLAND LOCAL TRUST COMMITTEE

BYLAW NO. 257

Appendix No. 3



BYLAW NO. 257

Appendix No. 4

