



# Galiano Island Local Trust Committee

## Special Meeting Agenda

Date: July 16, 2022  
Time: 12:30 pm  
Location: Galiano South Community Hall  
141 Sturdies Bay Road, Galiano Island, BC

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Pages

1. CALL TO ORDER
2. APPROVAL OF AGENDA
3. PUBLIC HEARING
  - 3.1. GL-RZ-2019.1 (Gulf Islands Galise Affordable Rental Housing Society) (GIGARHS) - Proposed Bylaw No. 276 and No. 277
    - 3.1.1. Recess for Public Hearing
    - 3.1.2. Recall to Order
4. APPLICATIONS AND REFERRALS
  - 4.1. GL-RZ-2019.1 (Gulf Islands Galise Affordable Rental Housing Society) (GIGARHS) - Proposed Bylaw No. 276 and No. 277 - Staff Report (attached) 2 - 28
5. ADJOURNMENT



DATE OF MEETING: July 16, 2022

TO: Galiano Island Local Trust Committee

FROM: Brad Smith, Island Planner  
Victoria Office

SUBJECT: GL-RZ-2019.1 (GIGARHS) – Bylaw No. 274, 276 and No. 277 – Post Public Hearing  
Lot 1 District Lots 30 And 31 Galiano Island Cowichan District Plan VIP76996 Except That Part In Plan VIP76997 PID - 025-936-107

## RECOMMENDATIONS

1. That the Galiano Island Local Trust Committee proposed Bylaw No. 276, cited as “Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 2, 2020”, be read a second time.
2. That the Galiano Island Local Trust Committee proposed Bylaw No. 277, cited as “Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 1, 2020”, be read a second time.
3. That the Galiano Island Local Trust Committee proposed Bylaw No. 276, cited as “Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 2, 2020”, be read a third time.
4. That the Galiano Island Local Trust Committee proposed Bylaw No. 277, cited as “Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 1, 2020”, be read a third time.
5. That the Galiano Island Local Trust Committee proposed Bylaw No. 274, cited as “Galiano Island Housing Agreement Bylaw No. 274, 2019”, be read a first time.
6. That the Galiano Island Local Trust Committee proposed Bylaw No. 274, cited as “Galiano Island Housing Agreement Bylaw No. 274, 2019”, be read a second time.
7. That the Galiano Island Local Trust Committee proposed Bylaw No. 274, cited as “Galiano Island Housing Agreement Bylaw No. 274, 2019”, be read a third time.
8. That the Galiano Island Local Trust Committee proposed Bylaws No. 274, No. 276 and No. 277 be forwarded to the Secretary of the Islands Trust for Executive Committee Approval.
9. That the Galiano Island Local Trust Committee proposed Bylaw No. 277 be forwarded to the Minister of Municipal Affairs for approval.

## REPORT SUMMARY

Proposed Bylaw No. 276 and No. 277 would amend the Galiano Island Official Community Plan Bylaw No. 108 (OCP) and the Galiano Island Land Use Bylaw No. 127 (LUB) by rezoning a two hectare portion of the subject property to allow for the development of up to 12 residential affordable housing rental units.

Draft Bylaw No. 274 is an administrative bylaw that would establish a housing agreement between the Galiano Island Local trust Committee (LTC), the property owner (The Galiano Club) and the project proponent The Gulf Islands Galisle Affordable Rental Housing Society, or GIGARHS).

The recommendations above are supported as:

- Significant effort has been invested in the application proposal to date and all issues have been addressed to the satisfaction of staff;
- All statutory requirements have been completed for rezoning including the required notification and holding of a public hearing consistent with the *Local Government Act*;
- All Islands Trust bylaw amendments require the approval of the Executive Committee of the Islands Trust prior to the consideration of adoption; and,
- All Islands Trust OCP amendments require the approval of the Minister of Municipal Affairs prior to the consideration of adoption.

## **BACKGROUND**

The Galiano Island Local Trust Committee (LTC) is considering approval of proposed Bylaw No. 276 and No. 277 that would amend the OCP and LUB to permit the rezoning a two hectare portion of the subject property to allow for the development of up to 12 residential affordable housing rental units.

In addition, draft Bylaw No. 274 is an administrative bylaw that would establish a housing agreement between the Galiano Island Local trust Committee (LTC), the property owner (The Galiano Club) and the project proponent (GIGARHS).

Proposed Bylaw No. 276 and No. 277 were given first reading on March 1, 2021.

A public hearing is scheduled for July 16, 2022 for proposed Bylaw No. 276 and No. 277. A public hearing is a quasi-judicial process within and following which specific procedures must be followed. A public hearing is not required for draft Bylaw No. 274 as it is an administrative bylaw.

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 Second Reading (this may include amendments to alter a bylaw).
2. Consideration of Third Reading.
3. Forwarding of the bylaw to Executive Committee for approval.
4. Forwarding of the bylaw to the Minister's office for approval (OCP amendment bylaws only).
5. Reconsideration 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 Executive Committee and the Minister (for OCP Bylaw No. 276 only) approve the bylaws, the next step for the LTC would be to adopt the bylaws.

### **Rationale for Recommendation:**

Based on the foregoing, the recommendations on page 1 are supported as:

- Significant effort has been invested in the application proposal to date and all issues have been addressed to the satisfaction of staff;
- All statutory requirements have been completed for the rezoning including the required notification and holding of a public hearing consistent with the *Local Government Act*;
- All Islands Trust bylaw amendments require the approval of the Executive Committee of the Islands Trust prior to the consideration of adoption; and,
- All Islands Trust OCP amendments require the approval of the Minister of Municipal Affairs prior to the consideration of adoption.

## ALTERNATIVES

### 1. Make amendments to the bylaw(s).

The LTC may amend the bylaw(s).

Resolution:

*That Galiano Island Local Trust Committee proposed Bylaw No. 274, cited as "Galiano Island Housing Agreement Bylaw No. 274, 2019" be amended as follows: \_\_\_\_\_*

*That Galiano Island Local Trust Committee proposed Bylaw No. 276, cited as "Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 2, 2020" be amended as follows:*

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*That Galiano Island Local Trust Committee proposed Bylaw No. 277, cited as "Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 1, 2020" be amended as follows:*

\_\_\_\_\_

### 2. Receive for information

The LTC may receive the report for information.

### 3. Proceed no further with the bylaw.

The LTC may decide to proceed no further with Bylaw No. 276 and No. 277.

Resolution:

*That the Galiano Island Local Trust Committee proceed no further with Bylaw No. 276 and No. 277.*

## NEXT STEPS

Upon direction from LTC, staff will send draft Bylaw No. 274 and proposed Bylaw No. 276 and No. 277 to the Islands Trust Executive Committee and proposed Bylaw No. 276 to the Minister of Municipal Affairs.

Submitted By:	Brad Smith, Island Planner Southern Team	July 11, 2022
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Concurrence:	Robert Kojima, Regional Planning Manager	July 11, 2022
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**ATTACHMENTS**

1. Draft Bylaw No. 274
2. Proposed Bylaw No. 276
3. Proposed Bylaw No. 277



**Housing Agreement and Section 219 Covenant**

THIS AGREEMENT DATED FOR REFERENCE THE \_\_\_\_\_ DAY OF, 20\_\_\_\_, IS BETWEEN:

**THE GALIANO CLUB**, a society incorporated under the laws of the province of British Columbia with number S0001400 and having its office at #141 Sturdies Bay Rd, PO Box 219, Galiano Island, BC V0N 1P0

(the “Owner)

**GULF ISLANDS GALISLE AFFORDABLE RENTAL HOUSING SOCIETY**, a society incorporated under the laws of the province of British Columbia with number S0069972 and having its office at #6-33 Manzanita Road, Galiano Island, BC, V0N 1P0

(the “Society”);

AND:

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

(the “Local Trust Committee”)

WHEREAS:

- A. The Owner is the registered owner of the Lands situated at on Galiano Island, British Columbia, and legally described as:

PID: 025-936-107

Lot 1 District Lots 30 And 31 Galiano Island Cowichan District Plan Vip76996 Except That Part In Plan Vip76997

(the “Lands”);

- B. The Local Trust Committee is considering the adoption of Galiano Island Land Use Bylaw 127, 1999 Amendment No. 1, 2020, to permit the development of affordable multi-family rental housing (the “Rezoning”);
- C. Following the Rezoning, the Owner intends to subdivide the Lands and to the transfer the Lot B Equivalent to the Society for the development and construction of affordable multi-family rental housing;

- D. The Society intends to rent units on Lot B Equivalent, by way of rental agreement, to Qualified Renters at affordable rates;
- E. The Local Trust Committee may pursuant to Section 29 of the *Islands Trust Act* and Section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure and availability to specified classes of persons of dwelling units located on those lands;
- F. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the Local Trust Committee in respect of the use of land or construction on land;
- G. The Owner and the Local Trust Committee wish to enter into this Agreement to provide rental housing on the Lands on the terms and conditions of this Agreement to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*; and
- H. The Local Trust Committee has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement, and the Society has specifically endorsed this Agreement in anticipation of the Society becoming the registered owner of the Lot B equivalent, and developing and operating affordable rental housing in accordance with the terms of this Agreement.

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

## Article 1: Definitions and Interpretation

### 1.1 Definitions – In this Agreement:

- |                             |  |
|-----------------------------|--|
| “Affordable Housing Funder” | means an entity with a mandate to create and promote affordable housing, such as BC Housing or CMHC, that provides a grant or preferential rate loan to support the development of Rental Housing Units on the Lands.  |
| “Annual Household Income”   | means the combined gross income of all adult members of a Household, as shown on line 150 of the preceding year’s T1 General Income Tax and Benefit return.  |
| “BC Housing”                | means the British Columbia Housing Management Commission or BC Housings’ successor in function. For clarity, a “successor in function” of BC Housing will be a Crown Corporation, governmental department or other entity with a mandate from the provincial government to provide British Columbians with access to affordable, safe and appropriate housing that is accountable to the provinces’ Minister responsible for Housing or their successor. |
| “Business Days”             | means Monday to Friday inclusive except for those excluded days declared by lawful authority as holidays.  |

"Census Profile"	means the most recently available census profile published by Statistics Canada for the Southern Gulf Islands, regional district electoral area census subdivision or, in the event that Southern Gulf Islands, regional district electoral area census subdivision is amended, eliminated or replaced, a successor census subdivision which includes Galiano Island;
"CMHC"	means Canada Mortgage and Housing Corporation or its successors in function.
"Dwelling"	means a dwelling as defined in the Galiano Island Land Use Bylaw 127, 1999.
"Household"	means one or more individuals occupying the same Dwelling.
Income of Couples with Children	means the median total income of couple economic families with children as determined by Statistics Canada in the Census Profile.
Income of Couples without Children	means the median total income of couple economic families without children or other relatives as determined by Statistics Canada in the Census Profile.
Income of Lone-Parent Families	means the median total income of lone-parent economic families as determined by Statistics Canada in the Census Profile.
Income of One-Person Households	means the median total income of one-person households as determined by Statistics Canada in the Census Profile.
"Lands"	has the meaning ascribed in Recital A.
"Lot B Equivalent"	has the meaning ascribed to it in section 3.2(b).
"Low and Moderate Income Limits"	means, as determined by BC Housing from time to time, <ul style="list-style-type: none"> <li>a) for residential units with less than two (2) bedrooms, an Annual Household Income that does not exceed the median income for couples without children in British Columbia, as an example, for 2022 this figure is \$77,430; and</li> <li>b) for residential units with two (2) or more bedrooms, an Annual Household Income that does not exceed the median income for families with children in British Columbia, and as an example, for 2022 this figure is \$120,990.</li> </ul>
"Operating Agreement"	means an agreement that sets out the amount, duration, and conditions of the subsidy provided by the provincial and/or federal governments, or an Affordable Housing Funder for the construction and/or operation of Rental Housing Units.
"Owner"	means the registered owner of the Lands, provided however that upon the execution and filing of the Release with the Land Title Office, it means the registered owner of the Lot B Equivalent only.
"Permitted"	means the Gulf Islands Galisle Affordable Rental Housing Society, BC Housing, CMHC, a housing society, a non-profit housing corporation, or other entity

Housing Operator”	approved by the Local Trust Committee in writing.
“Qualified Renter”	means a person who meets the eligibility criteria for tenancy as set out in Schedule B and who meets the occupancy criteria set out in Section 2.3 of this Agreement and the Operating Agreement, if any.
“Release”	has the meaning ascribed in section 3.2(b).
“Rental Housing Unit”	means a Dwelling on the Lands in respect of which the construction, tenure, rent, and occupancy are restricted in accordance with this Agreement.
“Residential Tenancy Act”	means the <i>Residential Tenancy Act</i> (British Columbia).
“Rezoning”	has the meaning ascribed in Recital B.
“Statistics Canada”	means the national statistics office or Statistics Canada’s successor in function.
“Subdivide”	means to divide, apportion, consolidate or subdivide the Lands or any building on the Lands, or the ownership or right to possession or occupation of the Lands or any building on the Lands, into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the <i>Land Title Act</i> , the <i>Strata Property Act</i> (British Columbia), or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or a “shared interest in land” as defined in the <i>Real Estate Development Marketing Act</i> (British Columbia).
“Tenancy Agreement”	means a written tenancy agreement as defined in, and subject to, the Residential Tenancy Act.
“Tenant Default”	has the meaning ascribed in section 2.3(d)(v).

## 1.2 Interpretation –

Reference in this Agreement to:

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

parties so require; and

- e) The Local Trust Committee includes a reference to its successors in function, including a municipality.

### **1.3 Headings**

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

### **1.4 Entire Agreement**

This is the entire agreement among the parties concerning its subject and may be amended only in accordance with section 3.16.

## **Article 2 – Rental Housing**

### **2.1 Agreement over the Lands**

Pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act*, the Owner covenants and agrees that:

- a) The Lands will not be developed, and no new building or structure will be constructed on the Lands unless the Owner constructs Rental Housing Units in accordance with this Agreement, any development permit or rezoning issued by the Local Trust Committee, and any building permit issued by the Capital Regional District.
- b) It will design, construct, and maintain the Rental Housing Units in a satisfactory state of repair and fit for habitation and will comply with this Agreement and all laws, including health and safety standards applicable to the Lands.
- c) If a building is demolished or is otherwise replaced, this Agreement shall continue to apply to the Lands and the construction on the Lands shall be subject to the requirements of this Agreement.

### **2.2 Minimum Construction Requirements**

All the Rental Housing Units will be designed and constructed to the same standard in terms of layout, skill, and materials.

### **2.3 Occupancy of Rental Housing Units**

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

- a) the Household's Annual Household Income does not exceed the Low and Moderate Income Limits for the specified unit type at the time of application and initial occupancy;

- b) the Household is composed of at least one Qualified Renter;
- c) the Qualified Renter will occupy the Rental Housing Unit as its permanent, principal, and sole residence;
- d) the Qualified Renter has signed a Tenancy Agreement with the Owner, and the Tenancy Agreement includes;
  - i. a clause prohibiting subletting for short-term vacation rentals and in all other circumstances prohibiting subletting without obtaining prior Owner consent in accordance with section 2.7;
  - ii. notice of the existence of this Agreement and the occupancy restrictions applicable to the Rental Housing Unit, and notice that the Owner will provide to each Qualified Renter upon their request, a copy of this Agreement;
  - iii. a clause requiring the Qualified Renter to comply with the use and occupancy restrictions contained in this Agreement;
  - iv. a clause requiring Qualified Renters to seek prior permission of the Owner before engaging in a home business based out of the Rental Housing Unit; and
  - v. a clause confirming that a breach by the Qualified Renter of any of the provisions set out in 2.3(d)(i), 2.3(d)(iii) or 2.3(d)(iv) (each of which constitutes a “Tenancy Default”) will entitle the Owner to end the tenancy for cause, in accordance with the Residential Tenancy Act, as a failure to comply with a material term

#### **2.4 Amount of Rent Payable for Rental Housing Units**

The Owner covenants and agrees that:

- a) Rent for 1-bedroom Rental Housing Units in a calendar year will on average be at or below 30% of the average of:
  - a. Income of One-Person Households; and
  - b. Income of Couples without Children.
- b) Rent for 2-bedroom Rental Housing Units in a calendar year will on average be at or below 30% of the average of:
  - a. Income of Couples with Children; and
  - b. Income of Lone-Parent Families.
- c) Rent for 3-bedroom Rental Housing Units in a calendar year will on average be at or below 30% of the Income of Couples with Children.
- d) It will not require any Qualified Renter under a Tenancy Agreement to pay any extra charges or fees for use of any common area or amenity, or for sanitary sewer, storm sewer, water utilities, property taxes and similar services. For clarity, this limitation does not apply to parking, cablevision, telecommunications, laundry, or gas or electricity utility fees or charges.

## **2.5 Policies/Rules and Regulations/Administration by Owner**

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

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

## **2.6 No Sublease of Rental Housing Unit Unless Requirements Met**

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

## **2.7 Monitoring and Reporting to the Local Trust Committee**

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

## **2.8 Operating Agreement Prevails**

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

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

## Article 3 – General Terms

### 3.1 Management

The Owner covenants and agrees that:

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

### 3.2 Discharge

- a) After the Rezoning, the Owner intends to subdivide the Lands as shown on the proposed subdivision plan attached hereto as Schedule "C" to create parcels equivalent in size and configuration to those labelled Lot 1 and Lot B.
- b) Upon Subdivision of the Lands and creation of a legal parcel equivalent in size, location and configuration of the parcel shown as Lot B on the proposed subdivision plan attached hereto (the "Lot B Equivalent"), if the Local Trust Committee, acting reasonably, is satisfied that the Lot B Equivalent is reasonably equivalent to the Lot B shown on the proposed subdivision plan and that, after a release is filed, this Agreement will remain on title and continue to bind the owner of the Lot B Equivalent, the Local Trust Committee will prepare and execute a release of this Agreement on any parcel that is not the Lot B Equivalent as soon as practicable (the "Release").
- c) Upon receipt of the executed Release from the Local Trust Committee, the owner of any parcel that is not the Lot B Equivalent may file the Release in the Land Title Office.
- d) Once the Release has been executed and filed, any reference to Lands in this Agreement shall be construed as a reference to the Lot B Equivalent and not any parcel that is not the Lot B Equivalent.

### **3.3 Order to Comply**

If the Owner is in default of the performance or observance of this Agreement, the Local Trust Committee may give the Owner a notice of default requiring the Owner to comply with this Agreement within the reasonable time stated in the notice. The Owner agrees that any breach or default in the performance of this Agreement on its part must be corrected, to the satisfaction of the Local Trust Committee, within the time stated on the notice of default provided to the Owner by the Local Trust Committee.

### **3.4 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.

### **3.5 Specific Performance of Agreement**

The Owner agrees that the Local Trust Committee is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement, in view of the public interest in restricting the occupancy of the Rental Housing Units. The Owner further acknowledges that a breach of this Agreement may constitute a breach of the Local Trust Committee's Land Use Bylaw.

### **3.6 Assignment**

The Owner acknowledges that the Local Trust Committee may delegate or assign the administration and management of this Agreement to a third party, and, in that event, any reference in this Agreement to the Local Trust Committee shall be interpreted as a reference to that party provided that the Local Trust Committee has so advised the Owner.

### **3.7 Indemnity**

The Owner shall indemnify and save harmless the Local Trust Committee and each of its elected officials, officers, directors, employees, and agents from and against all claims, demands, actions, loss, damage, costs, and liabilities for which any of them may be liable by reason of any act or omission of the Owner or its officers, directors, employees, agents or contractors or any other person for whom the Owner is by law responsible in relation to this Agreement, unless resulting from the respective gross negligence or unlawful acts of the Local Trust Committee or its elected officials, officers, directors, employees, and agents.

The Local Trust Committee shall indemnify and save harmless the Owner and each of its officers, directors, employees, agents or contractors or any other person for whom the Owner is by law responsible in relation to this Agreement, from and against all claims, demands, actions, loss, damage, costs and liabilities for which any of them may be liable by reason of any act or omission of the Local Trust Committee or its elected officials, officers, directors, employees, or agents, unless resulting from the respective gross negligence or unlawful acts of the Owner or its officers, directors, employees, agents or contractors or any other person for whom the Owner is by law responsible in relation to this Agreement.

This clause will survive the termination of this Agreement.

### **3.8 Local Trust Committee Powers Unaffected**

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

### **3.9 No Public Law Duty**

Wherever in this Agreement an act, determination, consent, approval or agreement of the Local Trust Committee is provided for, such act, determination, consent, approval or agreement may be done or made in accordance with the terms of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice shall have any application.

### **3.10 No Waiver**

No condoning, excusing or overlooking by a party of any default under this Agreement of the other party, nor any consent, approval, or agreement whether written or otherwise shall be taken to operate as a waiver by the non-defaulting party of any subsequent default or of the necessity for further consent, approval or agreement in respect of a subsequent matter requiring it under this Agreement, or in any way to defeat or affect the rights or remedies of the non-defaulting party.

### **3.11 Dispute Resolution**

Any matter in dispute between the parties under this Agreement, including any disputes as to whether a particular individual is eligible to occupy a Rental Housing Unit, must be referred to a single arbitrator if the parties can agree on one, and otherwise to three arbitrators, one to be appointed by each of the parties and the third by those two so appointed, and the matter must be resolved in accordance with the provisions of the *Arbitration Act* (British Columbia).

### **3.12 Notice on Title**

The Owner acknowledges and agrees that this Agreement constitutes both a covenant under Section 219 of the *Land Title Act* and a housing agreement under Section 483 of the *Local Government Act*, the Local Trust Committee is required to file a notice of housing agreement in the Land Title Office against title to the Lands, and once such a notice is filed, this Agreement binds all persons who acquire an interest in the Lands as a housing agreement under Section 483 of the *Local Government Act*.

### **3.13 Covenant Runs with the Land**

Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the Local Trust Committee in accordance with section 219 of the *Land Title Act* in respect of the Lands and this Agreement burdens the Lands and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including, by subdivision or by strata plan.

### **3.14 Limitation on Owner's Obligations**

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands, provided that once the Release has been executed and filed in accordance with section 3.2, the Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lot B Equivalent.

### **3.15 Amendment and Termination**

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

### **3.16 Notices**

Any notice required to be given pursuant to this Agreement shall be in writing and shall be given to the Owner or the Local Trust Committee, as the case may be, at the address first above written, or to any other address of which either the Owner or the Local Trust Committee may advise the others in writing in accordance with this paragraph. Notice to the Local Trust Committee must be addressed to the Secretary of the Islands Trust. If given in person or by facsimile transmission, such notice will be deemed to be received when delivered and, if mailed, such notice will be deemed to be received only when actually received by the party to whom it is addressed.

### **3.17 Enurement**

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

### **3.18 Remedies Cumulative**

The remedies specified in this Agreement are cumulative and are in addition to any remedies of the parties at law or in equity. No remedy shall be deemed to be exclusive, and a party may from time to time have recourse to one or more or all of the available remedies specified herein or at law or in equity.

### **3.19 Severability**

If any term or provision of this Agreement, or its application to any person or circumstance shall to any extent be found to be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

### **3.20 Joint and Several**

In the case of more than one Owner, the grants, covenants, conditions, provisions, agreements, rights, powers, privileges and liabilities of the Owner shall be construed and held to be several as well as joint.

### **3.21 Further Acts**

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

### **3.22 Governing Law**

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

### **3.23 Joint Venture**

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

### **3.24 Time of Essence**

Time is of the essence in this Agreement.

### **3.25 Further Assurances**

The parties shall execute and do all such further deeds, acts, things and assurances as they reasonably require to carry out the intent of this Agreement.

### **3.26 Priority**

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

### **3.27 Deed and Contract**

By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by the above terms, the owner and the Local Trust Committee 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, and the authorized signatory(ies) of the Society has executed these terms of instrument.

**SCHEDULE "A"**

**OWNER STATUTORY  
DECLARATION**

CANADA

IN THE MATTER OF A HOUSING AGREEMENT  
WITH THE GALIANO ISLAND LOCAL TRUST  
COMMITTEE ("Housing Agreement")

PROVINCE OF BRITISH COLUMBIA

I, \_\_\_\_\_

declare that:

1. I am the \_\_\_\_\_ [director, officer, employee] of the [Owner's], the owner of the land known as \_\_\_\_\_, Galiano Island, legally described as Parcel Identifier: \_\_\_\_\_  
Legal Description: \_\_\_\_\_  
(the "Lands")
2. I make this declaration to the best of my personal knowledge.
3. This declaration is made pursuant to the Housing Agreement registered against the Lands.
4. For the period from \_\_\_\_\_ to \_\_\_\_\_, the Rental Housing Unit were used only by Qualified Renters (as defined in the Housing Agreement).
5. At no time during the last year were any of the Rental Housing Units used as a short-term vacation rental.
6. The rental payments charged for the Rental Housing Units were in compliance with the Housing Agreement.
7. No subletting of the Lands has been permitted.
8. I acknowledge and agree to comply with all of the Owner's obligations under the Housing Agreement, and other charges registered against the Lands and confirm that the Owner has complied with all of its obligations under these Agreements.
9. I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at \_\_\_\_\_, British Columbia, this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
A Commissioner for taking Affidavits  
in British Columbia

\_\_\_\_\_  
Signature of person making declaration

## SCHEDULE "B"

### Eligibility Criteria for Tenancy

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

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

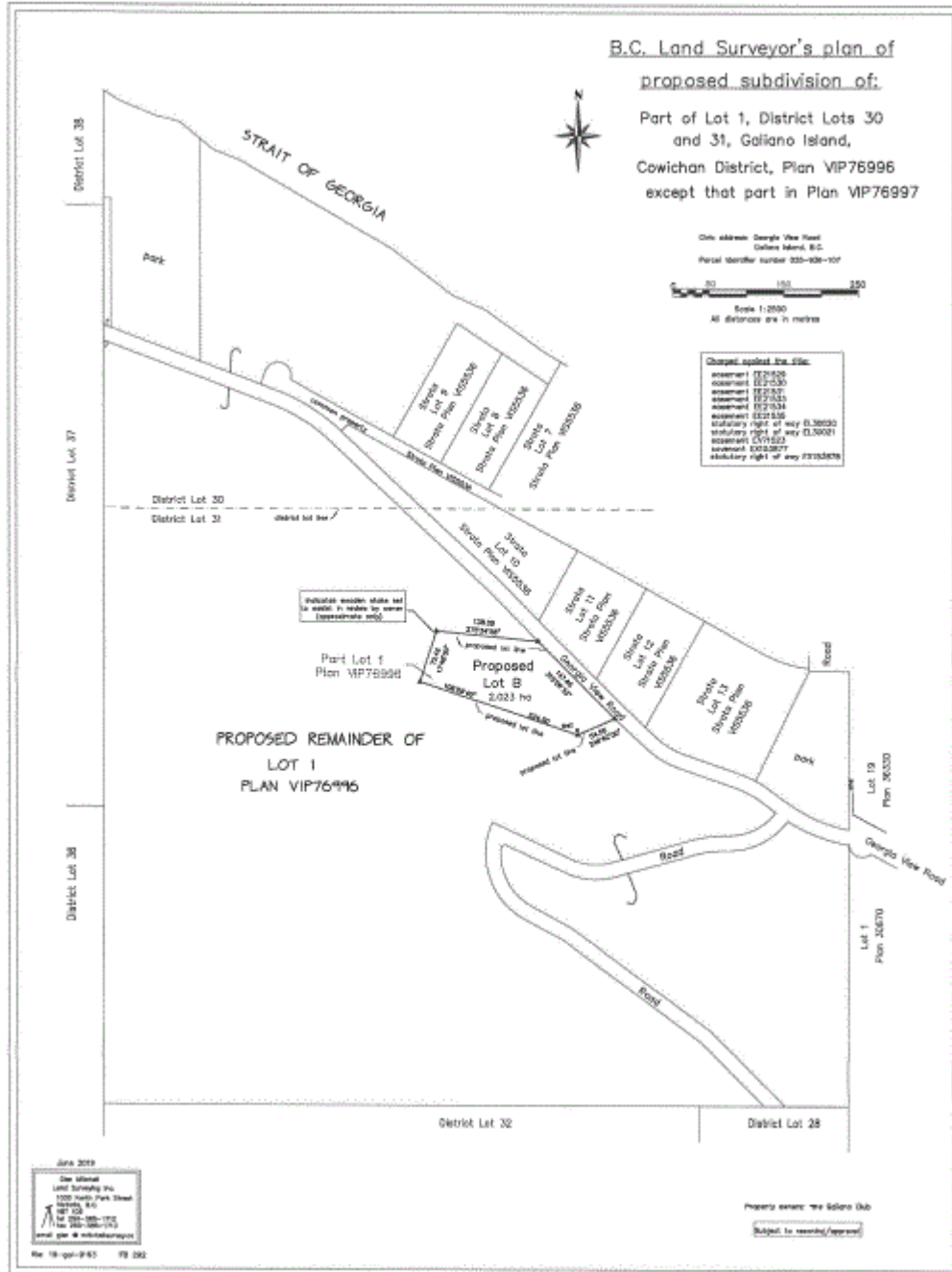
Except that where there are no persons meeting the categories specified in clause 1 or 2 above, who make an application to rent an available unit and the lack of applications from the categories specified above would result in a unit being vacant for more than one month, then a Qualified Renter may be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

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

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

# SCHEDULE "C"

## Proposed Subdivision Plan



# PROPOSED

## GALIANO ISLAND LOCAL TRUST COMMITTEE BYLAW NO. 276

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### A BYLAW TO AMEND GALIANO ISLAND OFFICIAL COMMUNITY PLAN BYLAW NO. 108, 1995

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The Galiano Island Local Trust Committee enacts in open meeting assembled as follows:

1. CITATION

This Bylaw may be cited for all purposes as “Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 2, 2020”.

2. SCHEDULES

Galiano Island Official Community Plan No. 108, 1995 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	1 <sup>ST</sup>	DAY OF	MARCH	2021.
PUBLIC HEARING HELD THIS	_____	DAY OF	_____	20____
READ A SECOND TIME THIS	_____	DAY OF	_____	20____
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 MUNICIPAL AFFAIRS AND HOUSING THIS	_____	DAY OF	_____	20____
ADOPTED THIS	_____	DAY OF	_____	20____

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
SECRETARY

**GALIANO ISLAND LOCAL TRUST COMMITTEE  
BYLAW NO. 276**

**SCHEDULE 1**

The Galiano Island Official Community Plan No. 108, 1995, is amended as follows:

- 1.1 Section 2, subsection 1.6 (Community Housing), Community Housing Policy b)i) is deleted and replaced with “i) all additional density greater than that permitted by current zoning shall be in the form of units reserved primarily for occupancy as affordable, seniors or special needs housing as operated on a not for profit basis.”
- 1.2 Schedule “B” – LAND USE DESIGNATIONS is amended by changing the land use designation of a portion of the lands legally described as Lot 1 District Lots 30 and 31 Galiano Island Cowichan District Plan VIP76996 except that part in plan VIP76997 from Forest – F to Community Housing – CH as shown on Plan No. 1 attached to and forming part of this bylaw.

PROPOSED



# PROPOSED

## GALIANO ISLAND LOCAL TRUST COMMITTEE BYLAW NO. 277

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### A BYLAW TO AMEND GALIANO ISLAND LAND USE BYLAW NO. 127, 1999

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

1. Citation

This bylaw may be cited for all purposes as “Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 1, 2020”.

2. Galiano Island Local Trust Committee Bylaw No. 127, cited as “Galiano Island Land Use Bylaw No. 127, 1999,” is amended as follows:

- a) By adding “Community Housing 2 (CH2) in Section 4.1 immediately following Community Housing 1 (CH1)”
- b) By adding the following after Section 8.6:

“8.7 Community Housing 2 – CH2

Permitted Uses

8.7.1 In the Community Housing 2 zone the following uses are permitted, subject to the regulations set out in this section and the general regulations set out in Parts 2 and 3, and all other uses are prohibited.

- 8.7.1.1 Dwellings for the provision of affordable housing
- 8.7.1.2 Communal/services building
- 8.7.1.3 Home occupations

Permitted Density

8.7.2 A maximum of 12 dwellings are permitted on each lot.

8.7.3 Maximum floor area of a dwelling must not exceed

- 8.7.3.1 65 square metres for a 1 bedroom unit
- 8.7.3.2 151 square metres for a 2 bedroom unit
- 8.7.3.3 184 square metres for a 3 bedroom unit

8.7.4 One communal/services building is permitted on each lot.

8.7.5 Maximum floor area of communal/services building must not exceed 75 square metres.

8.7.6 Lot coverage must not exceed 25%.

Permitted Height

8.7.7 No building or structure for a use permitted by this section may exceed 9 metres in height.

Minimum Setbacks

8.7.8 Buildings and structures must be sited at least 7.5 metres from all lot lines.

Minimum Lot Size

8.7.9 No lot having an area less than 2 hectares may be created by subdivision.

Form of Tenure

8.7.10 100% of the dwelling units in the Community Housing 2 zone shall be limited to residential rental tenure

c) Section 13.22 is amended by adding the words “or Community Housing 2” immediately following the words “or in an area zoned Community Housing 1”.

d) Section 17.1 is amended by adding the following definition:

17.1.42 “residential rental tenure” means the granting of a right to occupy a dwelling unit as living accommodation where the minimum occupancy period is thirty consecutive days, and where the dwelling unit is not owned by a dwelling unit occupant, but where regular payments are made to the owner for the use of the dwelling unit.

And the subsequent definitions are re-numbered accordingly

e) Map Schedule “B”, is amended as follows:

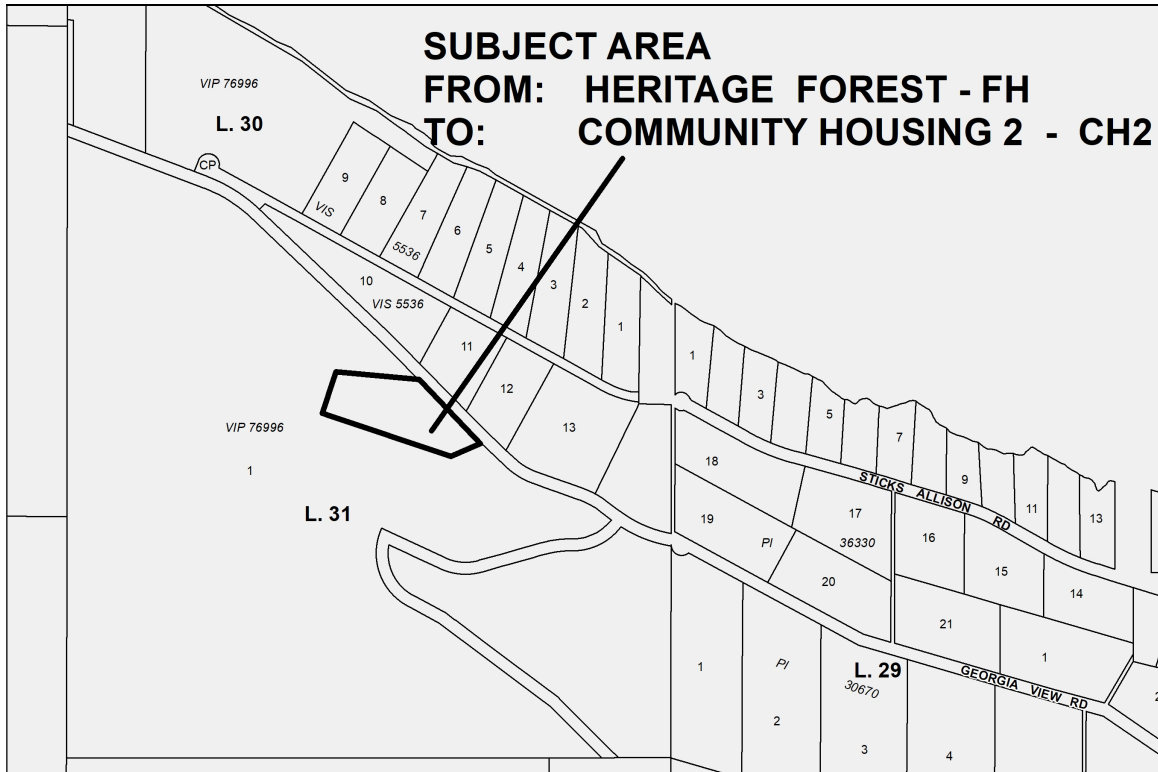
(i) By changing the zoning of a portion of the lands legally described as Lot 1 District Lots 30 and 31 Galiano Island Cowichan District Plan VIP76996 except that part in plan VIP76997 from Heritage Forest – HF to Community Housing 2 – CH2 as shown on Plan No. 1 attached to and forming part of this bylaw.

(ii) By adding Community Housing 2 (CH2) to the map legend.



GALIANO ISLAND LOCAL TRUST COMMITTEE  
BYLAW NO. 277

Plan No. 1



PRO