

Notice of Meeting and Meeting Agenda Hospitals and Housing Committee

Wednesday, December 3, 2025	1:30 PM	6th Floor Boardroom 625 Fisgard St. Victoria, BC V8W 1R7
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K. Murdoch (Chair), J. Caradonna (Vice Chair), M. Alto, P. Brent, S. Brice, Z. de Vries, S. Goodmanson, G. Holman, P. Jones, C. McNeil-Smith (Board Chair, ex officio)

The Capital Regional District strives to be a place where inclusion is paramount and all people are treated with dignity. We pledge to make our meetings a place where all feel welcome and respected.

1. Territorial Acknowledgement

2. Approval of Agenda

3. Adoption of Minutes

- 3.1. [25-1299](#) Minutes of the Hospitals and Housing Committee Meeting of October 1, 2025
- Recommendation: That the minutes of the Hospitals and Housing Committee meeting of October 1, 2025 be adopted as circulated.
- Attachments: [Minutes - October 1, 2025](#)

4. Chair's Remarks

5. Presentations/Delegations

The public are welcome to attend CRD meetings in-person.

Delegations will have the option to participate electronically. Please complete the online application at www.crd.ca/address no later than 4:30 pm two days before the meeting and staff will respond with details.

Alternatively, you may email your comments on an agenda item to the CRD Board at crdboard@crd.bc.ca.

6. Committee Business

6.1. [25-1256](#) Victoria General Hospital Electrical Energy Centre - Approval of Capital Bylaw No. 431

Recommendation: The Hospitals and Housing Committee recommends to the Capital Regional Hospital District Board:

- 1) That Capital Regional Hospital District (CRHD) funding in the amount of \$15,000,000 be approved for Victoria General Hospital Electrical Energy Centre;
- 2) That CRHD Bylaw No. 431, "Capital Regional Hospital District Capital Bylaw No.199, 2025" be introduced and read a first, second, and third time; and
- 3) That CRHD Bylaw No. 431 be adopted.

Attachments: [Staff Report: VGH EEC- Approval of Capital Bylaw No. 431](#)

[Appendix A: CRHD Bylaw No. 431](#)

6.2. [25-1280](#) Regional Engagement on Supportive Housing and Sheltering

Recommendation: The Hospitals and Housing Committee recommends to the Capital Regional District Board:

That staff be directed to incorporate the key roles identified in the What We Heard report into the ongoing development of the Regional Housing Affordability Strategy, which is anticipated to come before the CRD Board in 2026.

Attachments: [Staff Report: Reg'l Engagement on Supportive Housing & Sheltering](#)

[Appendix A: What We Heard: A Report of the Findings from the CRD](#)

[Appendix B: 2025 Greater Victoria PiT Homelessness Count & Survey](#)

[Appendix C: AEHCR Supportive Housing Impact Assessment](#)

[Appendix D: AEHCR Affordable & Supportive Housing Development](#)

[Appendix E: AEHCR Regional Overview of Permitted Sheltering Spaces](#)

[Appendix F: Present'n - Aligning Fed'l/Prov'l Homelessness Response](#)

6.3. [25-1275](#) Regional Housing First Program Funding Increase and Land Lease: Verdier Affordable Housing Development

Recommendation: That the Hospitals and Housing Committee recommends to the Capital Regional District Board:

- 1) That \$325,000 in grant funding from the Regional Housing First Program be allocated towards the Verdier development, bringing the total contribution to \$5,400,000; and
- 2) That Edward Robbins, Chief Administrative Officer, and Nelson Chan, Chief Financial Officer, or their duly authorized delegates, or any two directors or officers of the Corporation, be authorized to do all things necessary to affect the project and take such steps as required to conclude the financing, lease, construction, and operation of the project located at 1183 Verdier Avenue.

Attachments: [Staff Report: RHFP Funding Increase & Land Lease: Verdier](#)

[Appendix A: CRD's 5 Yr Cap Plan Land Banking & Housing–2026-2030](#)

6.4. [25-1277](#) Verdier Project - Mortgage Registration and Final Project Approval

Recommendation: The Hospitals and Housing Committee recommends to the Capital Region Housing Corporation Board:

1. That the Resolution of Directors for the Repayable Mortgage in the form required by BC Housing Management Commission for authorizing the execution of the Loan and Mortgage documents for the project at 1183 Verdier Avenue (PID: 032-163-321), substantially in the form attached hereto as Appendix A, be approved;
2. That the Resolution of Directors for the Forgivable Mortgage in the form required by BC Housing Management Commission for authorizing the execution of the Loan and Mortgage documents for the project at 1183 Verdier Avenue (PID: 032-163-321), substantially in the form attached hereto as Appendix B, be approved; and
3. That Edward Robbins, Chief Administrative Officer or Nelson Chan, Chief Financial Officer, or their respective duly authorized delegates be hereby authorized to do all things necessary to affect the project and take such steps as required to conclude the financing, lease, construction, and operation of the project located at 1183 Verdier Avenue.

Attachments: [Staff Report: Verdier Project - Mtge Reg'n & Final Project Approval](#)

[Appendix A: Draft Certified Resolution of Directors–Repayable Mtge](#)

[Appendix B: Draft Certified Resolution of Directors–Forgivable Mtge](#)

[Appendix C: Provisional Rent Levels](#)

[Appendix D: Loan Commitment Letter – Repayable Mtge](#)

[Appendix E: Loan Commitment Letter – Forgivable Mtge](#)

6.5. [25-1279](#) 1800 McKenzie Redevelopment - Tri-Partite Agreement and Landlord Estoppel Certificate

Recommendation: The Hospitals and Housing Committee recommends to the Capital Regional District Board:

1. That the Tri-Partite Agreement and Landlord Estoppel Certificate in the form required by BC Housing Management Commission for the purposes of authorizing the execution of the Loan and Mortgage documents for the 1800 McKenzie Redevelopment project (1821 McKenzie Avenue PID 006-415-369), be approved; and
2. That Edward Robbins, Chief Administrative Office, and Nelson Chan, Chief Financial Officer, or their duly authorized delegates, or any two directors or officers of the Corporation be authorized to do all things necessary to affect the project and take such steps as are required to conclude the financing, construction, and operation of the 1800 McKenzie Redevelopment project, conditional on Final Project Approval.

Attachments: [Staff Report: 1800 McKenzie Redvt-Tri-Partite Agmt & Landlord Estoppel Cert](#)

[Appendix A: Sample Landlord Estoppel Cert & Ack of Notice](#)

- 6.6. [25-1278](#)** 1800 McKenzie Redevelopment - Preliminary Development Funding Loan
- Recommendation:** The Hospitals and Housing Committee recommends to the Capital Region Housing Corporation Board:
1. That the Resolution of Directors for the Repayable Mortgage in the form required by BC Housing Management Commission for the purposes of authorizing the execution of the Loan and Mortgage documents for the 1800 McKenzie Redevelopment project (1821 McKenzie Avenue PID 006-415-369), substantially in the form as attached hereto as Appendix A, be approved; and
 2. That Edward Robbins, Chief Administrative Office, and Nelson Chan, Chief Financial Officer, or their duly authorized delegates, or any two directors or officers of the Corporation be authorized to do all things necessary to affect the project and take such steps as are required to conclude the financing, construction, and operation of the 1800 McKenzie Redevelopment project, conditional on Final Project Approval.

Attachments: [Staff Report: 1800 McKenzie - Redvt-Preliminary Dvt Funding Loan](#)
[Appendix A: Draft Resolution of Directors](#)
[Appendix B: Draft Loan Commitment Letter](#)

- 6.7. [25-1276](#)** Swanlea Redevelopment - Preliminary Development Funding Loan

Recommendation: The Hospitals and Housing Committee recommends to the Capital Region Housing Corporation Board:

1. That the Resolution of Directors for the Repayable Mortgage in the form required by BC Housing Management Commission for the purposes of authorizing the execution of the Loan and Mortgage documents for the Swanlea Redevelopment project (PID 002-154-536), substantially in the form as attached hereto as Appendix A, be approved; and
2. That Edward Robbins, Chief Administrative Office, and Nelson Chan, Chief Financial Officer, or their duly authorized delegates, or any two directors or officers of the Corporation be authorized to do all things necessary to affect the project and take such steps as are required to conclude the financing, construction, and operation of the Swanlea Redevelopment project, conditional on Final Project Approval.

Attachments: [Staff Report: Swanlea Redevt - Preliminary Devt Funding Loan](#)
[Appendix A: Draft Resolution of Directors](#)
[Appendix B: Draft Loan Commitment Letter](#)

7. Notice(s) of Motion

- 7.1. [25-0945](#) Motion with Notice: 2026 CRD Capital Plan and Gulf Islands Seniors Residents Association Kings Lane Housing Project (Director Holman)

Recommendation: [At the October 1, 2025 Hospitals and Housing Committee meeting, this motion with notice was revised by replacing "up to \$4 million" with "funding", the Committee then postponed consideration until after the future housing plan was presented.

Whereas the Gulf Islands Seniors Residents Association (GISRA) has submitted a \$9 million grant application to the Community Housing Fund (CHF) to help finance a \$24 million, 50-unit affordable housing project on GISRA's Kings Lane property;

And whereas GISRA, an experienced owner and operator of a multi-family seniors facility, is also collaborating on the project with the Lookout Society, one of the largest social agencies in BC;

And whereas the Local Trust Committee is fast tracking a zoning change for the property (now zoned for 50 units of seniors housing) to meet CHF guidelines, and to allow a subdivision to facilitate expansion of an existing health clinic on the property;

And whereas GISRA has indicated its willingness to transfer the property (which has proven potable water supply and is included in the Ganges sewer area) to CRD to facilitate use of MFA funds;

And whereas the SSI Electoral Area Director is committed to \$600,000 in Community Works (federal gas tax) funding to extend a sewer line to the property, and the Salt Spring Foundation has also committed \$340,000 in funding to the project;

Therefore be it resolved that:]

The Hospitals and Housing Committee recommends to the Capital Regional District Board:

That CRD staff provide a report to the Hospital and Housing Committee on the inclusion of funding in the 2026 Capital Regional District Housing 5 year capital plan, under the Land Assembly, Housing and Land Banking Service, to help address any equity gap that may remain for the Gulf Islands Seniors Residents Association Kings Lane project, depending on the outcome of their Community Housing Fund application.

- 7.2. [25-1089](#) Motion with Notice: Regional Equity in Investment Priorities (Director Holman)

Recommendation: The Hospitals and Housing Committee recommends to the Capital Regional District, Capital Regional Hospital District, and Capital Region Housing Corporation: That the Capital Regional District, Capital Regional Hospital District, and Capital Region Housing Corporation include regional equity in considering their investment priorities.

8. New Business

9. Adjournment

The next meeting will be held in 2026.

To ensure quorum, please advise Tamara Pillipow (tpillipow@crd.bc.ca) if you or your alternate cannot attend.

Meeting Minutes

Hospitals and Housing Committee

Wednesday, October 1, 2025

1:30 PM

6th Floor Boardroom
625 Fisgard St.
Victoria, BC V8W 1R7

PRESENT

Directors: K. Murdoch (Chair), J. Caradonna (Vice Chair), M. Alto, P. Brent, S. Brice (EP), Z. de Vries (EP), S. Goodmanson (1:37 pm), G. Holman (1:32 pm), C. McNeil-Smith (Board Chair, ex officio)

Staff: T. Robbins, Chief Administrative Officer; N. Chan, Chief Financial Officer/General Manager, Finance and Technology; S. Henderson, General Manager, Electoral Area Services; K. Lorette, General Manager, Housing, Planning and Protective Services; M. Barnes, Senior Manager, Health and Capital Planning Strategies; D. Elliott, Senior Manager, Regional Housing; V. Somosan, Senior Manager/Deputy CFO, Financial Services; R. Fowles, Manager, Planning & Capital Projects, Regional Housing; M. Lagoa, Deputy Corporate Officer; T. Pillipow, Committee Clerk (Recorder)

EP - Electronic Participation

Regrets: Director P. Jones

The meeting was called to order at 1:30 pm.

1. Territorial Acknowledgement

Chair Murdoch provided a Territorial Acknowledgement.

2. Approval of Agenda

**MOVED by Director Alto, SECONDED by Director de Vries,
That the agenda for the Hospitals and Housing Committee meeting of October 1,
2025 be approved.
CARRIED**

3. Adoption of Minutes

- 3.1. [25-0989](#) Minutes of the Hospitals and Housing Committee Meeting of September 3, 2025
- MOVED by Director Alto, SECONDED by Director de Vries,
That the minutes of the Hospitals and Housing Committee meeting of September
3, 2025 be adopted as circulated.
CARRIED**

4. Chair's Remarks

There were no Chair's remarks.

5. Presentations/Delegations

5.1. Presentations

There were no presentations.

5.2. Delegations

MOVED by Director Brent, **SECONDED** by Director McNeil-Smith,
That an additional two (2) minutes be added to the speaking time of the two (2)
delegations.
CARRIED

Director Holman joined the meeting in person at 1:32 pm.

Director Brice left the meeting at 1:32 pm.

5.2.1. [25-1026](#)

Delegation - Janis Gauthier; Representing Gulf Islands Seniors Residence Association: Re: Agenda Item 7.2. Motion with Notice: 2026 CRD Capital Plan and Gulf Islands Seniors Residents Association Kings Lane Housing Project (Director Holman)

J. Gaultier spoke to Item 7.2.

Director Goodmanson joined the meeting in person at 1:37 pm.

5.2.2. [25-1035](#)

Delegation - Eric Jacobsen; Representing Lady Minto Hospital Foundation: Re: Agenda Item 7.1. Motion with Notice: Funding Partnership for Seniors Care Facility at Lady Minto Hospital (Director Holman)

E. Jacobsen spoke to Item 7.1.

6. Committee Business

6.1. 25-0993 Village on the Green Redevelopment - Mortgage Registration and Final Project Approval

K. Lorette spoke to Item 6.1.

Discussion ensued regarding:

- the status of re-housing the building's residents
- the timeline for this project
- potential risks of this funding model with raising costs

Director Brice re-joined the meeting electronically at 1:50 pm.

**MOVED by Director Caradonna, SECONDED by Director Brent,
The Hospitals and Housing Committee recommends to the Capital Region
Housing Corporation Board:**

1. That the Resolution of Directors for the Repayable Mortgage in the form required by BC Housing Management Commission for the purposes of authorizing the execution of the Loan and Mortgage documents for the Village on the Green Redevelopment project (PID 032-599-307), substantially in the form as attached hereto as Appendix A, be approved;
 2. That the Resolution of Directors for the Forgivable Mortgage in the form required by BC Housing Management Commission for the purposes of authorizing the execution of the Loan and Mortgage documents for the Village on the Green Redevelopment project (PID 032-599-307), substantially in the form as attached hereto as Appendix B, be approved; and
 3. That Edward Robbins, Chief Administrative Office, and Nelson Chan, Chief Financial Officer, or their duly authorized delegates, or any two directors or officers of the Corporation be authorized to do all things necessary to affect the project and take such steps as are required to conclude the financing, construction, and operation of the Village on the Green Redevelopment project.
- CARRIED**

6.2. 25-0994 Regional Housing 2026 Operating and Capital Budget

K. Lorette spoke to Item 6.2.

Discussion ensued regarding:

- clarification of the funds proposed for transfer from the Operating Reserve
- the financial commitment to the Forest Homes project
- the decrease in consulting fees

**MOVED by Director Caradonna, SECONDED by Director Brent,
The Hospitals and Housing Committee recommends the Committee of the Whole
recommend to the Capital Regional District Board:**

**That Appendix A, Operating and Capital Budget - Regional Housing Service be
approved as presented and form the basis of the Provisional 2026-2030 Financial
Plan.**

CARRIED

7. Notice(s) of Motion

7.1. [25-0944](#) Motion with Notice: Funding Partnership for Seniors Care Facility at Lady Minto Hospital (Director Holman)

Discussion ensued regarding:

- an understanding that this motion does not commit the Board to funding
- the process of determining projects for the 10 year Capital Plan
- the timing for staff to report back to the committee

MOVED by Director Holman, SECONDED by Director Brent,
[Whereas the Greenwoods Eldercare Society owns and operates a 46-year-old, 51-unit, seniors long term care facility, and on an adjacent property Island Health operates a 67-year-old, 29-unit, extended care facility within Lady Minto Hospital (LMH);

And whereas the Greenwoods facility requires substantial upgrades or replacement and the LMH extended care wing is also a substandard facility by housing four seniors to a room;

And whereas approximately one third of SSI residents are seniors, one of the highest senior demographics in BC, which will result in a growing need for seniors care facilities;

And whereas on the same site, Greenwoods Eldercare Society also owns and operates an assisted living facility (Braehaven), a new emergency room has been added to the Lady Minto Hospital, and CRD also owns land, offering the opportunity to build upon the continuum of care already present on the site and achieve economies of scale;

And whereas co-location of upgraded or new facilities on the site requires due diligence and inter-organizational collaboration with respect to needs assessments, site planning, conceptual designs, feasibility analysis, and ultimate funding partnerships;

Therefore be it resolved that:]

The Hospitals and Housing Committee recommends to the Capital Regional Hospital District Board:

That CRD staff meet with Island Health and report on the possibility of a funding partnership between Island Health and Capital Regional Hospital District to provide \$100,000 in year 2026 to help fund the initial needs assessment, site and facility planning, and potential funding partnerships, and a further \$400,000 in year 2027 for conceptual design and Class D cost estimates for a co-located seniors care facility at Lady Minto Hospital, 135 Crofton Road, Salt Spring Island.

CARRIED

Opposed: Caradonna, de Vries

7.2. [25-0945](#)

Motion with Notice: 2026 CRD Capital Plan and Gulf Islands Seniors Residents Association Kings Lane Housing Project (Director Holman)

MOVED by Director Holman, **SECONDED** by Director Brent,
[Whereas the Gulf Islands Seniors Residents Association (GISRA) has submitted a \$9 million grant application to the Community Housing Fund (CHF) to help finance a \$24 million, 50-unit affordable housing project on GISRA's Kings Lane property;

And whereas GISRA, an experienced owner and operator of a multi-family seniors facility, is also collaborating on the project with the Lookout Society, one of the largest social agencies in BC;

And whereas the Local Trust Committee is fast tracking a zoning change for the property (now zoned for 50 units of seniors housing) to meet CHF guidelines, and to allow a subdivision to facilitate expansion of an existing health clinic on the property;

And whereas GISRA has indicated its willingness to transfer the property (which has proven potable water supply and is included in the Ganges sewer area) to CRD to facilitate use of MFA funds;

And whereas the SSI Electoral Area Director is committed to \$600,000 in Community Works (federal gas tax) funding to extend a sewer line to the property, and the Salt Spring Foundation has also committed \$340,000 in funding to the project;

Therefore be it resolved that:]

The Hospitals and Housing Committee recommends to the Capital Regional District Board:

That CRD staff provide a report to the Hospital and Housing Committee on the inclusion of funding in the 2026 Capital Regional District Housing 5 year capital plan, under the Land Assembly, Housing and Land Banking Service, to help address any equity gap that may remain for the Gulf Islands Seniors Residents Association Kings Lane project, depending on the outcome of their Community Housing Fund application.

Discussion ensued regarding:

- the potential impact to debt servicing
- the timing for this report to come back to committee
- the potential impact to staff capacity
- clarification that the borrowing authority is through the Land Assembly, Housing and Land Banking Service

Referral Motion:

MOVED by Director McNeil-Smith, **SECONDED** by Director Alto,
That this item be referred to a future Hospitals and Housing Committee meeting after the staff report on the future housing plan is presented.
CARRIED

- 7.3. [25-0940](#) Motion with Notice: 2026 CRHD Capital Plan and Pender Health Care Clinic (Director Brent)

Discussion ensued regarding clarification that this request does not increase the total budget.

MOVED by Director Brent, SECONDED by Director Holman,
[Whereas the Capital Regional Hospital District partners with Island Health and community stakeholder agencies to develop and improve healthcare facilities in the region and provide capital funding for infrastructure such as acute care, residential care, and medical equipment; and

Whereas the Pender Health Care Society is an Island Health Designated Health Facility and CRD Contribution service, and operates the only primary care health care clinic for the residents of North and South Pender Island; and

Whereas under the terms of the contribution agreement between the Pender Health Care Society and the Capital Regional District, tax requisition operational funding cannot be used for capital projects; and

Whereas the Pender Health Clinic requires capital funding to support urgently needed facility upgrades;

Therefore be it resolved that:]

The Hospitals and Housing Committee recommends to the Capital Regional Hospital District Board:

Request Island Health include \$100,000 for the Pender Health Care Clinic's capital funding needs as part of the minor capital projects funding contributed through the partnership with the Capital Regional Hospital District.

CARRIED

- 7.4. [25-1060](#) Notice of Motion: Regional Equity in Investment Priorities (Director Holman)

Director Holman proposed the following Notice of Motion for consideration at the next Hospitals and Housing Committee meeting:

"That the Capital Regional District, Capital Regional Hospital District, and Capital Region Housing Corporation include regional equity in considering their investment priorities."

That the Capital Regional District, Capital Regional Hospital District, and Capital Region Housing Corporation include regional equity in considering their investment priorities.

8. New Business

There was no new business.

9. Adjournment

MOVED by Director Alto, **SECONDED** by Director Caradonna,
That the Hospitals and Housing Committee meeting of October 1, 2025 be
adjourned at 3:27 pm.
CARRIED

CHAIR

RECORDER

**REPORT TO HOSPITALS AND HOUSING COMMITTEE
MEETING OF WEDNESDAY, DECEMBER 03, 2025**

SUBJECT Victoria General Hospital Electrical Energy Centre – Approval of Capital Bylaw No. 431

ISSUE SUMMARY

Approval of a Capital Regional Hospital District \$15,000,000 Capital Expenditure and Borrowing Bylaw is required for Island Health to proceed with the \$50,000,000 Victoria General Hospital (VGH) Electrical Energy Centre (EEC).

BACKGROUND

There is a need for development of an EEC at VGH to replace the hospital's aging electrical infrastructure and provide capacity to meet current and future operational needs of the site for the next 25+ years. The current power requirements (vital, delayed vital and normal) have exceeded their maximum capacity due to the continual expansion of the VGH campus. The existing generators are 40+ years old and the ability to find replacement parts for ongoing maintenance has become challenging.

The new EEC will deliver vital, delayed vital, conditional and normal power to the campus as well as emergency backup power with redundancy. The EEC will house BC Hydro service entrance equipment, BC Hydro metering, transformation equipment, generator paralleling and synchronization controls, dual transfer bypass switches and switchboards.

ALTERNATIVES

Alternative 1

The Hospitals and Housing Committee recommends to the Capital Regional Hospital District Board:

- 1) That Capital Regional Hospital District (CRHD) funding in the amount of \$15,000,000 be approved for Victoria General Hospital Electrical Energy Centre;
- 2) That CRHD Bylaw No. 431, "Capital Regional Hospital District Capital Bylaw No.199, 2025" be introduced and read a first, second, and third time; and
- 3) That CRHD Bylaw No. 431 be adopted.

Alternative 2

That this report be referred back to staff for additional information based on Hospitals and Housing Committee direction.

IMPLICATIONS

Financial Implications

The EEC project at VGH has been included in the CRHD 10-Year Capital Plan as a potential partnership between the CRHD and Island Health. Island Health will provide \$35,000,000 (70%) and CRHD \$15,000,000 (30%), for a total project cost of \$50,000,000.

The total project budget and CRHD share are reflected in the 2025-2034 CRHD 10-Year Capital Plan that was approved by the CRHD Board on October 30, 2024. The project costs will be cash flowed over years 2025-2030 and the CRHD share of \$15,000,000 will be debt serviced through the Municipal Finance Authority. The cost of debt servicing for the CRHD contribution has been included in the 2025 Board Approved Financial Plan based on cash flow projections provided by Island Health.

CONCLUSION

Approval of a CRHD Capital Expenditure and Borrowing Bylaw is required to proceed with the Victoria General Hospital Electrical Energy Centre. This capital project will help ensure Island Health is able to provide quality health care services for the capital region.

RECOMMENDATION

The Hospitals and Housing Committee recommends to the Capital Regional Hospital District Board:

- 1) That Capital Regional Hospital District (CRHD) funding in the amount of \$15,000,000 be approved for Victoria General Hospital Electrical Energy Centre;
- 2) That CRHD Bylaw No. 431, “Capital Regional Hospital District Capital Bylaw No.199, 2025” be introduced and read a first, second, and third time; and
- 3) That CRHD Bylaw No. 431 be adopted.

Submitted by:	Michael Barnes, MPP, Senior Manager, Health and Capital Planning Strategies
Concurrence:	Kevin Lorette, P. Eng., MBA, General Manager, Housing, Planning and Protective Services
Concurrence:	Kristen Morley, J.D., Corporate Officer & General Manager, Corporate Services
Concurrence:	Nelson Chan, MBA, FCPA, FCMA, Chief Financial Officer & General Manager, Finance & Technology
Concurrence:	Ted Robbins, B. Sc., C. Tech., Chief Administrative Officer

ATTACHMENT

Appendix A: CRHD Bylaw No. 431, “Capital Regional Hospital District Capital Bylaw No. 199, 2025”

CAPITAL REGIONAL HOSPITAL DISTRICT BYLAW NO. 431

CAPITAL REGIONAL HOSPITAL DISTRICT CAPITAL BYLAW NO. 199, 2025

WHEREAS the Board of the Capital Regional Hospital District proposes to borrow and expend money for the capital expenditures described in Schedule "A" attached hereto and forming an integral part of this Bylaw;

And whereas those capital expenditures have received the approval required under Section 23 of the *Hospital District Act*;

Now therefore the Board of the Capital Regional Hospital District enacts the following capital expenditure and borrowing bylaw as required by Sections 32 and 33 of the *Hospital District Act*.

1. The Board hereby authorizes and approves the borrowing and expenditure of money necessary to complete the capital expenditures as described in Schedule "A" attached.
 2. The Board authorizes and approves the borrowing of a net sum not exceeding \$15,000,000 upon the credit of the District by the issuance and sale of securities in a form and a manner agreed to by the Municipal Finance Authority of British Columbia. The term of the securities and the repayment of the principal and interest shall be over a term not to exceed 30 years.
 3. To meet the payments of principal and interest during the term of the securities, there shall be included in the estimates of the Regional Hospital District each year, the respective amounts of principal and interest falling due in that year.
 4. The Board hereby delegates the necessary authority to the Treasurer of the Capital Regional Hospital District to settle the terms and conditions of the borrowing and to undertake such temporary borrowing as is necessary to provide funding in advance of the receipt of funds from the Municipal Finance Authority of British Columbia.
 5. This Bylaw may be cited for all intents and purposes as the "Capital Regional Hospital District Capital Bylaw No. 199, 2025".

Chair

Corporate Officer

SCHEDULE "A"

Bylaw No. 431

CAPITAL REGIONAL HOSPITAL DISTRICT

CAPITAL BYLAW NO. 199, 2025

Name of Facility	Project or Equipment Description	Project Number	Amount Covered by CRHD Bylaw	Amount Covered by Province and Island Health	Amount Covered by Foundation	Total Project or Equipment Cost
Victoria General Hospital	Electrical Energy Centre	C199-01	\$15,000,000	\$35,000,000	\$0.00	\$50,000,000
		Total	\$15,000,000	\$35,000,000	\$0.00	\$50,000,000



Making a difference...together

REPORT TO HOSPITALS AND HOUSING COMMITTEE MEETING OF WEDNESDAY, DECEMBER 3, 2025

SUBJECT Regional Engagement on Supportive Housing and Sheltering

ISSUE SUMMARY

This report summarizes recent regional engagement on the Capital Regional District's (CRD) potential role in advancing supportive housing and sheltering objectives. The engagement identified key roles that, subject to Board direction, can be incorporated into the Regional Housing Affordability Strategy (RHAS) update to better support a coordinated regional response to homelessness and housing affordability.

BACKGROUND

At the September 2024 CRD Board meeting, a report was presented outlining the CRD's past and present efforts to address homelessness in the region. The report noted that experiences of homelessness result from a complex interplay of structural factors (e.g., high rents and low incomes), systemic failures (e.g., challenging transitions from child welfare, correctional, or health systems), and personal or relational circumstances (e.g., trauma, personal crisis, mental health, or substance use challenges). These factors make addressing homelessness complex, as the boundary between being housed and unhoused can be fluid, and recovery for individuals or households is neither linear nor uniform.

During the September 2024 meeting, the CRD Board directed staff to include a one-time amount of \$100 thousand (K) in the 2025 Financial Plan to undertake regional engagement to determine the CRD's potential role in advancing regional supportive housing and sheltering objectives.

Additionally, at its July 2025 meeting, the CRD Board further directed staff to include the following items from the City of Victoria's Community Safety and Wellbeing Plan for consideration:

1. Work with other partners to create a regional approach to housing;
2. Create and implement a regional homelessness strategy;
3. Regularly contribute funds through the budget process for the Greater Victoria Rent Bank; and
4. Address homelessness and service provision for vulnerable individuals in their own communities.

When scoping the engagement work directed by the CRD Board, staff determined that the project would best be advanced parallel to the planned update to the RHAS. The updated RHAS is expected to be before the Board in September 2026.

Over the course of September and October 2025, a series of engagement sessions across the region with a wide range of social service organizations, non-profit housing providers, and individuals with lived and living experience of homelessness were undertaken. Four in-person workshops - held in Langford, Esquimalt, and Sidney, along with one online session - were held to ensure broad regional representation. Sessions were facilitated using a roundtable format to allow all participants to contribute, with discussions focused on service gaps, barriers, and opportunities to inform potential CRD future directions.

In addition to the five engagement sessions, staff facilitated a regional coordination workshop on supportive housing and sheltering with municipal staff and other strategic partners involved in homelessness response. This workshop was delivered in partnership with BC Housing.

Feedback from these sessions has informed the development of a *What We Heard* report, which outlines the engagement approach, summarizes key themes and insights from participants, and identifies key roles in building a coordinated regional response. These key roles are further explored in the 'Alignment with Existing Plans & Strategies' section of this staff report, with the full *What We Heard* report attached as Appendix A.

ALTERNATIVES

Alternative 1

The Hospitals and Housing Committee recommends to the Capital Regional District Board:
That staff be directed to incorporate the key roles identified in the *What We Heard* report into the ongoing development of the Regional Housing Affordability Strategy, which is anticipated to come before the CRD Board in 2026.

Alternative 2

That this report be referred back to staff for additional information based on Hospitals and Housing Committee direction.

IMPLICATIONS

Alignment with Board & Corporate Priorities

The CRD has a long-standing involvement in addressing homelessness and housing instability, beginning with the 2007 update of the RHAS, which introduced "Strategy 5: Expand the scope of the Victoria Homelessness Community Plan to the region as a whole". This direction was reaffirmed in the 2018 RHAS through "Goal 4: Develop and operationalize a regionally coordinated housing and homelessness response", and continues under the 2023–2026 CRD Corporate Plan through "Initiative 5c-1: Support a coordinated, regional, and collaborative response to homelessness".

Social Implications

On September 24, 2025, the CRD released the results of the 2025 Greater Victoria Point-in-Time (PiT) Count. The count, conducted on March 25 and 26, identified 1,749 individuals experiencing homelessness, compared to 1,665 in March 2023. While the PiT Count provides a snapshot of homelessness at a specific point in time and is not directly comparable year-over-year, the findings can still help illustrate general shifts and patterns over time. The full 2025 PiT Count Report can be found as Appendix B.

Funded through the Government of Canada's Reaching Home Program (RHP), the 2025 PiT Count was supported by more than 130 volunteers, community organizations, and partners. As the Community Entity (CE) administering the federal RHP within the Victoria Census Metropolitan Area (CMA), the CRD is responsible for coordinating the PiT Count. Beginning in 2025, the federal government transitioned to requiring annual PiT enumerations, accompanied by comprehensive surveys every three years.

Service Delivery Implications

Currently, the CRD's role in regional homelessness includes both the administration of services on behalf of other levels of government and direct service delivery, as authorized under two services:

Land Assembly, Housing and Land Banking Service

Through the Land Assembly, Housing and Land Banking service, the CRD supports several initiatives designed to support homelessness response and increase housing supply for people experiencing or at-risk of homelessness.

The Regional Housing First Program (RHFP) launched in 2016 as a \$120 million (M) housing supply partnership between the CRD, BC Housing and the Canada Mortgage and Housing Corporation (CMHC). The program model sets rent for 20% of units at the Government of BC's Income Assistance Rate Table Shelter Maximum (Shelter Rate) for persons experiencing or at-risk of homelessness who can live independently. At full build-out, the RHFP is expected to deliver up to 1,494 total units of affordable rental housing by 2028 (20% of which, will be set at shelter rate).

Since 2019, the CRD has served as the CE within the Victoria CMA for the federally funded RHP. The RHP is a community-based program aimed at preventing and reducing homelessness across Canada. This program provides funding to urban, Indigenous, rural, and remote communities to help them address their local homelessness needs. The RHP aligns with the goals of the National Housing Strategy to support the most vulnerable Canadians in maintaining safe, stable, and affordable housing and to reduce chronic homelessness nationally by 50% by 2028. Between 2019 and 2028, the CRD will administer approximately \$27.9M in RHP funding.

Since 2020, the CRD has administered over \$34M in Rapid Housing Initiative (RHI) funding from CMHC, supporting 202 units across four below-market and supportive housing projects in the capital region. These include developments on Albina Street in Saanich, Prosser Road in Central Saanich, Catherine Street in Victoria, and Admirals Road on Songhees Nation land.

In 2021-2022, the CRD received \$292K through the Province's Strengthening Communities' Services Program to support unsheltered residents on Salt Spring Island during the COVID-19 pandemic. This initiative provided emergency supports for vulnerable populations and temporary increases in bylaw services to ensure public spaces remained safe and inclusive during high-use periods.

Community Health Service

It is through the Community Health service that the CRD provided operational funding to the Aboriginal Coalition to End Homelessness (ACEH) and, until 2025, the Alliance to End Homelessness in the Capital Region (AEHCR).

The 2024–2025 Service Agreement with the AEHCR identified a series of deliverables intended to enhance understanding of homelessness needs and responses across the region. These deliverables were completed by March 2025 and include the following:

- [2025 Capital Region Resources Guide](#): An online resource that outlines accessible and essential services available to individuals in need.

- *Supportive Housing Impact Assessment*: A report that summarizes provincially provided community-level supportive housing guidelines, examines the relationship between supportive housing and communities, and identifies related best practices (attached as Appendix C).
- *Affordable and Supportive Housing Development: An Informational Resource for CRD Communities*: A document developed to support dialogue and collaboration among local governments and stakeholders in the planning and development of appropriate, safe, and affordable housing throughout the region (attached as Appendix D).
- *Regional Overview of Permitted Sheltering Spaces*: A report that identifies municipal areas within the CRD where individuals experiencing homelessness may legally camp, shelter, or park overnight in a vehicle (attached as Appendix E).

Together, these resources provide a foundational understanding of the current landscape of homelessness and housing-related supports across the region, and can help inform future planning, policy development, and intergovernmental collaboration.

In June 2025, the AEHCR provided notice to the CRD that, following a special general meeting, its members had voted to cease operations by the end of the year. The AEHCR ceased operations on September 30, 2025. The CRD has confirmed that it would act as the custodian of the organization's records, maintaining access to key documents and resources that support regional homelessness response.

Alignment with Existing Plans & Strategies

This regional engagement on the CRD's potential role in advancing supportive housing and sheltering objectives provides the foundation for updating the RHAS, anticipated for publication in 2026. More specifically, the *What We Heard* report identifies three key roles in building a coordinated regional response to homelessness: regional alignment, strengthened housing and service capacity, and improved regional data systems.

- 1) **Regional alignment:** Aligning jurisdictions, partners, and strategies across the region is essential to effective coordination in addressing homelessness. Achieving this requires a clear mandate, well-defined responsibilities, including relevant service authority, and adequate resources for local governments. A clearer provincial mandate is essential to enable local governments to act with clarity and authority. Regional alignment also includes aligning all jurisdictions and partners through a coordinated, “whole-of-region” approach grounded in a shared purpose and understanding of the region’s interconnected needs.
- 2) **Strengthened housing and service capacity:** A coordinated response must reflect the unique context of each jurisdiction and leverage local experience addressing complex health and social issues. Participants emphasized the importance of a system-wide perspective to identify existing resources, opportunities for scaling, and areas needing coordination, while breaking down service silos, reducing redundancies, and using resources effectively.
- 3) **Improved regional data systems:** Accessible, real-time, and up-to-date data on housing and services supports a coordinated approach. It helps identify gaps, streamline access for people experiencing homelessness, and enables communities to track individuals, document needs, prioritize housing, and connect people to appropriate supports.

Subject to Board direction, these key roles can be integrated into the RHAS update, ensuring the strategy supports a coordinated response to homelessness and broader housing affordability. This update will set out potential actions for implementation, which can be considered through the annual service planning and financial planning processes.

First Nations Implications

CRD staff invited First Nations within the region to participate in a two-phased engagement process related to the update of the RHAS. Phase 1 of this project focused on the CRD's potential role in advancing supportive housing and sheltering objectives. Phase 2, running from September 2025 until December 2025, will inform the broader RHAS update. This engagement is intended to support a better understanding of Indigenous housing priorities and perspectives, and to ensure that regional housing planning reflects the diverse needs of communities across the region.

Financial Implications

Between 2008 and March 31, 2025, the CRD supported core operations of the AEHCR to advance coordination, research, engagement, and strategy development activities related to homelessness intervention. What began as an annual commitment of \$150K in 2008 increased to \$225K in 2010 and though the initial commitment was for 10 years, this was revised in 2018 to be ongoing. The CRD also provided a one-time funding increase of \$120K in 2024/25, the final year in which the CRD provided operational funding prior to the AEHCR's closure. Over 18 years, the CRD provided more than \$3.6M in core operational funding to support the work of the AEHCR.

The ACEH was initially provided with three years of seed funding at \$150K per year from 2020 through to 2022. This was then extended by one year into 2023 before the CRD Board renewed a three-year commitment of \$155K starting in 2024 and then increasing based on inflation. The CRD provided core funding to the ACEH of \$158K in 2025 and has included \$161K in the provisional CRD 2026 Financial Plan. Since 2020, and including the 2026 commitment, the CRD will have provided core operational funding to the ACEH totalling approximately \$1.1M, with no additional funding currently budgeted for 2027 onward.

At their September 2024 meeting, the CRD Board authorized a one-time increase of \$100,000 in the CRD's 2025 Financial Plan for CRD staff to undertake regional engagement to determine the CRD's potential role in advancing regional supportive housing and sheltering objectives. The accompanying *What We Heard* report being presented to the Board represents the culmination of this work.

As the limited funding available in support of homelessness intervention is either committed (as with the ACEH), not included in the provisional 2026 Financial Plan in an effort to help mitigate requisition pressure, or was one-time (as with the regional engagement on homelessness initiative), additional activities directed by the CRD Board, as identified in the RHAS, can be considered through future service and financial planning processes. This will enable staff to undertake full costing, and any identified actions can be advanced to the CRD Board alongside other corporate priorities for consideration.

Intergovernmental Implications

Provincial Alignment Project:

When the AEHCR formed in 2008, there was a clear need for collaboration among community organizations, governments, and other partners to lead efforts to end homelessness. Since then, the landscape has become significantly more complex with multiple orders of government advancing distinct strategies to address homelessness. This evolving context presents an opportunity for the CRD to work with member municipalities, senior governments, service delivery organizations, and other partners to explore a more coordinated regional response that better addresses local needs while aligning with federal and provincial strategies.

The launch of the federal National Housing Strategy in 2017 and the RHP in 2018 marked a substantial shift. As the CE for the RHP in the Victoria CMA, the CRD administers federal funding for multiple program components, including the ongoing implementation of Coordinated Access (CA) and the Homelessness Individuals and Families Information System (HIFIS). CA is a response to homelessness that streamlines access to housing and supports, by coordinating services using real-time data from HIFIS to drive outcomes. CA, currently anticipated to be implemented in 2026, can enable a broad range of housing and support service organizations to collaborate more effectively and report on regional data and outcomes.

The CRD delivering its obligations under the RHP requires strong collaboration with the provincial government, particularly BC Housing. The Provincial *Belonging in BC: A Collaborative Plan to Prevent and Reduce Homelessness* outlines a phased approach to system transformation. There is strong alignment between the CRD's responsibilities under the RHP, particularly related to CA and HIFIS, and the provincial plan's goals for system transformation.

To support more integrated local governance and better coordination of services, BC Housing, in partnership with Housing Infrastructure and Communities Canada and Reaching Home CEs in BC, launched the Alignment Project. This joint federal-provincial-community initiative, which began in 2024, is being rolled out in phases across the province. Its goal is to bring together all the different programs, services, and systems that help people experiencing or at-risk of homelessness, so they work better together. This includes aligning roles, responsibilities, systems (like HIFIS), and service delivery requirements.

The project builds on successful approaches already in place in BC and across Canada, including the Coordinated Access model, stronger governance, and the use of quality data to guide decision-making. BC Housing and CRD staff presented a high-level overview of the Alignment Project to the CRD's Hospital and Housing Committee in February 2025 (presentation attached as Appendix F).

Consideration of July 2025 Board Direction:

In carrying out the regional engagement on supportive housing and sheltering, CRD staff considered the Board's July 2025 direction. Key areas of focus include:

- “Working with other partners to create a regional approach to housing” and “addressing homelessness and service provision for vulnerable individuals in their own communities” are being advanced through the broader RHAS update, which identify region-wide housing priorities and outline opportunities for coordinated planning and service delivery.

- Exploring a regional approach to homelessness directly connects with the key roles for building a coordinated regional response to homelessness outlined in the *What We Heard* report. A regional approach to homelessness is also being explored via the Alignment Project, specifically the creation of a Homelessness Response Leader Table which is intended to support local leadership with planning, implementation, reporting and funding alignment to prevent and reduce homelessness across the region.
- The Greater Victoria Rent Bank provides financial assistance through interest-free repayable loans and is administered by the Community Social Planning Council of Greater Victoria (CSPC). Loan programs are ineligible for RHP funding; however, the CRD, through the RHP, funded non-loan components of the Rent Bank from 2020 to 2022 and currently funds CSPC's Eviction Prevention Project, which complements the Rent Bank by supporting households ineligible for loans. Additionally, since 2018 the RHP has provided over \$5M in Prevention and Shelter Diversion funding, supporting people before a crisis occurs by reducing risks and preventing homelessness, including those at imminent risk of losing their housing or being discharged from public systems.

CONCLUSION

The recent regional engagement provides a foundation for the CRD's consideration of its potential role in advancing supportive housing and sheltering objectives. Subject to Board direction, the key roles identified through the engagement underpinning the *What we Heard* report can be incorporated into the 2026 RHAS update.

This will help ensure the RHAS considers the findings through the recent engagement work and so that staff can return to the Board with opportunities to support a more coordinated regional response to homelessness alongside other identified properties as may be identified within the RHAS.

RECOMMENDATION

The Hospitals and Housing Committee recommends to the Capital Regional District Board:
That staff be directed to incorporate the key roles identified in the *What We Heard* report into the ongoing development of the Regional Housing Affordability Strategy, which is anticipated to come before the CRD Board in 2026.

Submitted by:	Don Elliott, BA, MUP, Senior Manager, Regional Housing
Concurrence:	Kevin Lorette, P. Eng., MBA, General Manager, Housing, Planning and Protective Services
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Concurrence:	Ted Robbins, B. Sc., C. Tech., Chief Administrative Officer

ATTACHMENTS

- Appendix A: What We Heard: A Report of the Findings from the Capital Regional District's Engagement on Sheltering and Supportive Housing
- Appendix B: 2025 Greater Victoria Point in Time Homelessness Count and Survey
- Appendix C: AEHCR Supportive Housing Impact Assessment
- Appendix D: AEHCR Affordable and Supportive Housing Development: An Informational Resource for CRD Communities
- Appendix E: AEHCR Regional Overview of Permitted Sheltering Spaces
- Appendix F: Presentation: Aligning Federal/Provincial Homelessness Response



What We Heard: A Report of the Findings from the Capital Regional District's Engagement on Sheltering and Supportive Housing

Capital Regional District | December 2025



COMMUNITY SOCIAL PLANNING COUNCIL
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Introduction

The Capital Regional District (CRD) engaged CitySpaces to update the Regional Housing Affordability Strategy (RHAS), last revised in 2018. The 2018 RHAS established five goals, each supported by objectives and strategies to guide the CRD's housing initiatives:

- 1)** Build the right supply of housing across the spectrum;
- 2)** Sustain a shared regional response to existing and emerging housing demand;
- 3)** Protect and maintain existing non-market and market rental housing stock;
- 4)** Develop and operationalize a regionally coordinated housing and homelessness response; and
- 5)** Create community understanding and support for affordable housing developments.

Anticipated in 2026, the updated RHAS will identify opportunities and actions to advance housing affordability across the Capital Region, reflecting changing housing market conditions, recent developments in housing legislation, and evolving housing needs and priorities.

As a component of this work, the Community Social Planning Council of Greater Victoria (CSPC) led a comprehensive regional engagement process focused on the CRD's potential role in advancing regional sheltering and supportive housing objectives. This focused engagement process responds to a CRD Board motion directing staff to undertake regional engagement to determine the CRD's potential role in advancing regional supportive housing and sheltering objectives. This report summarizes findings from the engagement process, which occurred between September 23rd and October 10th, 2025.

The engagement process included two streams with distinct participant groups:

- 1)** representatives from the homelessness serving sector and individuals/groups with lived and living experience of homelessness, and
- 2)** local governments and strategic partners.

A letter invitation was also sent to First Nations within whose territories the CRD conducts its business, inviting their participation and outlining engagement opportunities.

The report is composed of three main sections:

- The first section provides an overview of the engagement process for both streams of engagement.
- The second section summarizes the findings from all engagement activities, highlighting recurring themes and issues.
- The final section of the report highlights feedback regarding the potential role of the CRD and actions that the regional district could take to support a coordinated regional approach to addressing homelessness.



Engagement Approach & Overview

Engagement with Social Services and Non-profit Housing Providers

From planning, to invitation, to execution and analysis, the engagement with social service and non-profit housing providers was grounded in a commitment to equity, accessibility, and inclusion. Recognizing that factors contributing to homelessness are complex and deeply personal, particular attention was taken to include the voices of those with lived and living experience of homelessness, ensuring that their involvement was handled respectfully and reflected how they wanted to contribute. To better understand the scope of homelessness across the region, it was also vital that the engagement was inclusive and encompassed the entire CRD, rather than focusing on areas where services for homeless people are concentrated. The engagement emphasized regional representation to capture the many ways that homelessness is experienced within the different municipalities and electoral areas that encompass the CRD.

PARTICIPANT RECRUITMENT AND SELECTION

The invitation list composed of Indigenous and non-Indigenous social service organizations and non-profit housing providers, health (both government and community), housing services including services offered through local First Nations, and lived and living experience individuals/groups. Other groups who were invited included community and residents' associations, housing and related departments at local universities, and Business Associations (see [Appendix 1](#) for a full list of those invited).

ACCESSIBILITY AND DESIGN

A facilitated workshop design was used with small groups to ensure that everyone had ample opportunity to comment. To increase accessibility, capture diverse perspectives, and ensure a regional approach to engagement, the in-person workshops were held in different locations across the region - [Langford, Esquimalt, Sidney](#), and one workshop was held [via Zoom](#) for those who could only attend online. Additionally, in-person workshops were held in central locations in the different communities in spaces that are well known and accessed by groups from inside and outside of the area (e.g., Mary Winspear Centre in Sidney and Salvation Army Connection Point Church and Resource Centre in Langford).

Workshops were facilitated (one facilitator per table) by members of the CSPC research team. To ensure that each participant had the opportunity to contribute to their full extent,



each group had a maximum of 7 participants with an average of 5 participants per table across workshops. A roundtable format was used, allowing each participant the opportunity to comment on every question. Time permitting, participants were provided with two opportunities to respond to each question. The same questions were used at each workshop, with a slight condensing of the questions for the online workshop to allow for a shorter duration.

Questions were open-ended and developed in collaboration between CSPC, CitySpaces, and the CRD, with aim of understanding current gaps in services and housing, barriers to access, and opportunities for the CRD to provide regional leadership (see [Appendix 1](#) for the list of questions). Extensive notes were taken by the CSPC research team member at each of the tables to capture comments. For those who were unable to attend a workshop, responses were received by email.

To aid in the analysis of findings, the notes from the workshops and email responses to questions were entered into a spreadsheet organized by question and separated by workshop. The analysis involved going line-by-line through each response to identify themes within and across questions.

VALUING THE VOICES OF PEOPLE WITH LIVED AND LIVING EXPERIENCE

In recognition of their time and expertise, honoraria were provided to participants with lived or living experience of homelessness who attended one of the workshops. Although many individuals with lived and living experience of homelessness opted to attend one of the facilitated workshops, recognized groups representing people with lived and living experience in the community were also given the option to have a dedicated workshop facilitated by CSPC staff scheduled at a time and location convenient for them. The People with Lived and Living Experience (PWLLE) Advisory Committee with Victoria Community Action Team requested a dedicated workshop (see [page 13](#) for a detailed summary of the workshop with the PWLLE Advisory Committee).

ATTENDANCE AND EVALUATION

To assess meaningful engagement, we evaluated the workshops based on several factors. **78 participants attended over five engagements** (10 were provided via email), representing diverse sectors from across the region, including healthcare workers, lived experts, housing providers, chamber of commerce representatives, health and housing providers from local nations, and frontline social service providers. 31 participants (46%) completed feedback forms. The majority of participants reported satisfaction with the workshops. Dissatisfaction



was reported due to skepticism about the usefulness of engagement on informing the regional housing affordability strategy update.

Engagement with Local Government and Strategic Partners

A workshop was hosted on October 9th, 2025 in Esquimalt, BC to engage local government staff and strategic partners in understanding the region's diverse supportive housing and sheltering needs. The workshop also sought to identify ways the CRD could support local government efforts and strengthen coordination across the region.

The workshop brought together local government staff and strategic partners to:

- Brief participants on the work being advanced by the CRD and explore how it could better support emerging and ongoing challenges related to housing precarity and homelessness.
- Provide an opportunity to hear directly from BC Housing and the CRD about the Alignment Project, a shared federal-provincial initiative related to homelessness and how participants could inform efforts across the region.
- Gather feedback on a proposed regional approach to supportive housing and sheltering for inclusion in this report, providing insight into regional challenges and opportunities to strengthen coordination.

The workshop was held in partnership with BC Housing, who contributed expertise and perspectives on homelessness at the provincial level. Ultimately, the workshop helped inform this report by examining ongoing efforts to improve regional coordination of programs and services for those experiencing, or at imminent risk of homelessness.

PARTICIPANT RECRUITMENT AND SELECTION

Invitations were sent to CAOs and staff from the CRD's 13 member municipalities, 3 electoral areas, BC Housing, the Ministry of Housing and Municipal Affairs, the Homeless Encampment Action Response Team (HEART) and Homeless Encampment Action Response Temporary Housing (HEARTH) working groups, the Canadian Alliance to End Homelessness, and other provincial partners (see [Appendix 1](#) for a list of invitees).



ACCESSIBILITY AND DESIGN

The CRD, BC Housing, CSPC, and CitySpaces delivered a presentation on the RHAS Update process, engagement activities to date, and related initiatives. Following the presentation and questions and answer period, the workshop shifted to small group discussions.

Consistent with the design used in the workshops with the homelessness serving sector and people with lived and living experience, a **facilitated workshop design** was used with small groups (maximum 8 people) to ensure that all participants had ample opportunity to contribute. Workshops were facilitated (one facilitator per table) by members of the project team and guided by a list of questions (see [Appendix 1](#) for a list of questions). A roundtable format was used, allowing each participant the opportunity to comment on every question. Extensive notes were taken by the facilitators at each table to capture comments.

To aid in the analysis of findings, the notes from the workshop were entered onto a spreadsheet and organized by question. The analysis involved a detailed review of each question to identify themes within and across questions.

ATTENDANCE AND EVALUATION

There were 44 participants at the workshop with local government and strategic partners on October 9th, 2025. Feedback forms were placed at each seat for participants to complete at the end of the engagement. Feedback collected through post-workshop surveys indicated that participants found the session valuable. Comments highlighted a desire for future sessions to include a broader range of interest-holders, including Island Health, housing and service providers, First Nations, and other provincial ministries whose work intersects with housing such as the Ministries of Health, Justice, and Child and Family Development.



Summary of Findings

This section summarizes the main themes from both streams of engagement. Where possible, direct quotes from participants have been included.

Engagement with Social Services and Non-profit Housing Providers

HOMELESSNESS AS A REGIONAL ISSUE

Sector representatives described how homelessness looks across the region in similar and distinct ways, ranging from “hidden” to “highly visible.” They identified a spectrum of people experiencing hardship, from those who are couch surfing or sleeping in their vehicle, to people on the street with obvious unmet mental health and/or substance use needs. For them, homelessness looks like “people sleeping in doorways” or sheltering in encampments in wooded outlying areas, and increasingly, homelessness in the region consists of people sleeping in their vehicles. Although participants recognize that visible homelessness is newer in some areas, they view homelessness as a big problem in every area of the region, even areas that weren’t previously impacted.

It is generally understood by participants that people experiencing homelessness will gather near important services and community supports, like emergency shelters and other sources of material aid. As a result, homelessness and other associated issues tend to be more concentrated and visible in certain areas, such as downtown Victoria. Participants acknowledged that **the highly charged political nature of homelessness contributes to the problem of uneven distribution of services and housing in the region**, perpetuating and sustaining this problem, making resolutions more difficult to achieve.

PRIORITY POPULATIONS

Participants identified a diversity of different demographics as being ‘priority populations’ in critical need of housing and support. **There is not one singular priority population, but many populations of concern, which reflects the breadth and urgency of the current situation.** To meet their diverse support requirements, a range of service and housing options are needed in the region to provide adequate support.

Although participants did not coalesce around one priority population, there were populations consistently identified as being disproportionately impacted by homelessness



and requiring urgent, targeted support. Across the region, feedback overwhelmingly pointed to the following population groups, which are presented in no particular order:

- **Youth and seniors**
- **Individuals experiencing mental health or substance use challenges**
- **People living with disabilities**
- **Indigenous peoples and communities**
- **Men, women, and gender-diverse individuals** - with a call for housing that meets their specific needs
- **Newcomers and immigrants**
- **People experiencing housing or financial instability**
- **Individuals impacted by institutional gaps and system failures**

For a summary of feedback pertaining to each population group listed, please see [Appendix 2](#).

GAPS IN REGIONAL SERVICES

Participants identified multiple intersecting gaps in regional services and housing, highlighting areas where both services and housing need to be enhanced.

The main gaps in services are outlined below with examples of the types of suggested services.

- **Geographic Gaps** – Current clustering of services in downtown Victoria or other urban areas; need more service options in outlying communities.
- **Ensuring a Focus on Prevention** – Rent Banks, rental subsidies and grant programs, support for people who are precariously housed to keep them housed, etc.
- **Access to Basic Health and Social Services** – Access to primary care, mental health services, hygiene services, ID services, access to bus passes.
- **High Acuity Services for People Living with Complex Needs** – Specialized services, more mental health and social services to respond to higher acuity needs.

In terms of gaps in housing, a recurring theme within the workshops was the need for housing to go beyond just being shelter. It must **integrate supports tailored to the specific needs of various populations, such as youth, families, and people in recovery for substance use**



challenges. Current shelter options are often temporary, overcrowded, and/or unsuitable for the diverse situations people face, contributing to increased vulnerability and continuing the cycle of homelessness. Expanding the variety of housing options across the region would help ensure that people's unique needs can be supported in their home community and provide **"spaces where they feel safe, supported, and at home."**

Through the engagement sessions, participants identified the following types of housing needed:

- **Housing with wraparound and integrated supports:** Homes that provide comprehensive, coordinated services to meet residents' diverse needs.
- **Youth housing:** Options for young people aging out of care systems, as well as dedicated housing for young mothers.
- **Family housing:** Affordable units with three or more bedrooms to accommodate larger families.
- **Housing for people in recovery or actively using substances:** A diverse range of housing options to support individuals at different stages of recovery and substance use.
- **Diverse and scalable housing options:** Smaller-scale shelters and housing integrated throughout various communities in the region, designed to support different populations.
- **Alternative housing models:** Development of tiny homes and conversion of unused or vacant buildings into housing and shelter spaces.

For a summary of participants' input regarding each housing group listed above, please see [Appendix 3](#).

BARRIERS TO ACCESSING HOUSING

Across the region, individuals experiencing homelessness and housing precarity face a range of barriers that hinder their access to housing. Although participants identified many barriers, the following barriers were discussed most frequently:

- **Technology:** Limited access to phones, computers, and the internet makes it difficult for individuals to obtain information, complete applications, and connect with housing and related services.
- **Applications and service navigation:** Complex application processes and fragmented service systems create confusion and make it difficult to access supports.



- **Financial barriers:** For people receiving Persons with Disabilities (PWD) or income assistance, the shelter allowance is insufficient to cover housing costs. Additionally, individuals with low incomes often face rental discrimination from landlords.
- **Shelter and support program rules:** Restrictions on guests, pets, and personal belongings in shelters and supportive housing often deter individuals from accessing or remaining in these spaces.
- **Safety and stigma:** Many individuals avoid shelters due to concerns about personal safety and the stigma associated with homelessness and service use.
- **Discrimination and social exclusion:** Systemic discrimination and social isolation further limit housing opportunities

For summary of participants feedback related to each type of barrier listed above, please see [Appendix 4](#).

VISUALIZING THE REGION IN 10 YEARS

When asked what they would like the region to look like in 10 years, participants prioritized the wellbeing and safety of all community members, especially the most vulnerable, through a more cohesive and responsive system of services. Housing is no longer in crisis, but serves as a stable foundation for health, dignity, and inclusion. As one participant noted, "It will be harder to identify problems... because we've addressed them." Homelessness is rare, and people have access to a spectrum of different housing options - supportive, transitional, permanent, culturally appropriate, affordable housing, and it is available across all municipalities.

At the core of this vision is a strong sense of community. Walkable, connected neighborhoods, shared living models, and welcoming public spaces foster connection and safety, ensuring youth, elders, families, and newcomers are supported and included. Cross-sector collaboration between governments, non-profits, schools, and developers, ensures housing is treated not just as a basic need, but as a foundation for a healthy, equitable, and thriving society.



Figure 1. Word Cloud: Most Common Words and Phrases Used to Describe How the Region Could Look in 10 Years



WORKSHOP WITH PERSONS WITH LIVED AND LIVING EXPERIENCE (PWLE) ADVISORY COMMITTEE

Participants who attended the **PWLE Advisory Committee** workshop expressed concerns around stigma regarding the term ‘lived experts,’ noting that it can oversimplify the diverse identities and expertise of individuals.

Among those in attendance were a **not-for-profit executive director, a singer/songwriter, peer supporters and outreach workers, parents, paramedics, a master's student, a Metis senior and business owner**, all of whom bring valuable lived experience alongside professional and personal expertise.

Participants identified several critical gaps and barriers in the current sheltering and supportive housing system, including the lack of detox centers and truly supportive housing options. Current-state sheltering and supportive housing were described as warehousing rather than promoting wellness. They emphasized that individuals are not choosing to live on the street over accessing shelter, rather they are refusing unsafe conditions.

One participant noted, "tents should not be illegal. If you don't have walls, you aren't safe." Concerns include how jail has become housing, but criminal records make accessing supportive or permanent housing increasingly difficult. Overall, **participants stressed that sheltering and supportive housing must be safe, dignified, and accessible** - no one should have to choose between incarceration or the street to escape bad weather or receive care.

When asked about the future state of sheltering and supportive housing, **participants envisioned supported, mixed-income buildings where, with the support of case management, individuals who are ready may be integrated into the community.** They emphasized the importance of on-site, accessible services tailored to residents' needs. Rather than a one-size-fits-all approach, future housing models should reflect the diversity of those they serve. Suggestions included culturally appropriate housing for Métis community members, and housing that allows partners, pets, and guests to live or visit together. Currently, identification is required for visitors, yet many individuals lack ID or face restrictions due to criminal records, creating additional barriers to connection and support.

Regarding the CRD's role in sheltering and supportive housing, participants shared that a range of housing options across the region would be ideal. Diversity here includes geographic location as well as varying levels of support. More specifically, there was an emphasis on mental health, substance use, and disability support. Participants suggested that every municipality should have an extreme weather response program and appropriate sheltering options. We heard that **there is a desire for a coordinated effort to support people's transition through the housing continuum**, citing challenges with missing BC Housing calls thus extending time on the waitlist. The participants stated that individuals with lived and living experience should consistently be centered in decision-making processes, stating, "**nothing about us without us.**"

POTENTIAL CRD ROLES AND ACTIONS

Building a Coordinated Regional Response

Participants emphasized the need for a **coordinated regional approach that extends beyond local government boundaries, supported by political will across all orders of government.** Comments regarding political will were often in relation to a coordinated regional response wherein every municipality is doing their part and has an equal sense of commitment to addressing homelessness.



They described a coordinated regional approach as building community and deepening connections across the CRD and reducing stigma through education and increased awareness. For participants, there also needs to be a regional approach to determining where resources are located that results in a **more equitable distribution across municipalities**. They also emphasized the need for people with lived and living experience to be integrally involved in driving change. Participants identified the importance of collaboration and coordination with both the homelessness serving sector and with other levels of government. Each area and the key suggested actions are discussed separately below.

Collaboration and Coordination with the Homelessness Serving Sector

For those on the frontlines, there is an urgent need to bring together organizations across the capital region to develop a more coordinated, collaborative approach to addressing homelessness and housing precarity. Participants identified the need to **develop shared definitions and goals**, something that is currently lacking, and to build on what exists to consolidate efforts across organizational mandates and jurisdictions.

To bridge the disconnect between services and build capacity in important ways, participants identified **two interconnected actions requiring regional leadership**:

- **Assisting with service navigation by improving information-sharing about available services and housing across the region.** To support system navigation, participants highlighted the need for a **coordinated, real-time regional database of services and housing** that is accessible, efficient, and through which we're better able to identify gaps in services and plan for future needs. Such a tool would improve system navigation, decrease administrative burden, and reduce the need for unhoused people to repeatedly tell their stories.
- **Creating a regional approach to data collection, use, storage, and access.** Participants talked about how the sector could use regional guidance and support that unifies all organizations through a coordinated approach to tracking and sharing data across the CRD. Other benefits of a coordinated response to data collection and usage noted by participants include being able to use data to educate and inform decision-making and determine the effectiveness of housing and services approaches.

Collaboration and Coordination with Other Levels of Government

For participants, a coordinated regional response to homelessness must unify and guide accountable action across all orders of government. As a bridge between local communities



and higher levels of government, **participants view the CRD as being well positioned to act in a coordinating role between levels of government.**

Representatives of the homelessness serving sector identified **3 main actions requiring collaboration and coordination with other levels of government:**

- **Bringing everyone together and ensuring that all jurisdictions have the same goals, are tracking the same types of information, and are working across municipal boundaries to find shared solutions and build consensus.** In practical terms, it also means a regional approach to siting services and housing, including temporary 'extreme weather responses,' that locates resources more evenly throughout the region. Participants also noted how a coordinated regional plan for locating services and housing should be aligned with municipal housing targets set by the province.
- **Working closely with all levels of government to get more housing built.** For participants, **a primary aim of the coordinated regional response would be to advance multiple forms of housing for different income groups through diverse partnerships (public, private, and non-profit sectors) anchored by provincial and/or federal government support.** This includes increasing the supply of deeply affordable (Rent Geared to Income) units for people with very low incomes.
 - Participants discussed a tension between the urgency of need for housing that demands immediate action and the reality that even well placed, supported projects are not guaranteed. For them, a coordinated regional approach should plan for where resources are located, ensuring that every municipality is addressing a piece of the bigger problem. Participants noted that in siting much needed but contentious resources, it may be necessary to support the province to institute paramountcy.
- **Working with provincial or federal government to address systemic problems including known cracks between service systems.** A **coordinated regional response would bring together different systems of government services – hospitals, psychiatric units, correctional institutions, and child welfare, to find ways to prevent discharges into homelessness.** For participants, it can be as simple as notifying an organization that someone is being released before they show up at their door, allowing a chance to prepare. They also talked about the importance of working with government funders to lessen the administrative burden on service and housing providers through more streamlined reporting, paperwork, and data entry.



Engagement with Local Government and Strategic Partners

HOMELESSNESS AS A REGIONAL ISSUE

Local government and strategic partners who attended the October 9th workshop described homelessness across the region in different ways, many of which mirror the comments from the engagement with the homelessness serving sector. They describe homelessness as being most visible in downtown Victoria, where individuals who experience complex, overlapping support requirements - mental health, substance use, various disabilities - are more concentrated due to where services are primarily located. Workshop participants also noted that **effective responses require coordination across intersecting services such as health, food security, and employment.**

The participants talked about how communities are seeing rising housing precarity among seniors, many of whom are being renovicted or priced out after decades of stable tenancy. Some face re-entering a rental market where prices have tripled, while others are unable to downsize because mortgage and rental costs have both increased. This group is particularly vulnerable to sudden displacement and isolation. They also highlighted the rise of vehicular homelessness which includes individuals living in cars, trailers, and motorhomes for a range of reasons - from displacement and unaffordable rents to lifestyle choice or seasonal work. An example noted by a participant was a campground that houses a large number of permanent residents, despite being zoned as a campground. The populations they see being affected include seniors, students, and farm workers, many of whom live in rural or peripheral areas far from services. In these cases, **“services” often extend beyond more traditional supports to include recreation centres for showers, food banks, and community kitchens.**

Several communities also reported increased visibility of homelessness in parks, along regional trails, and near bottle depots. Some participants noted that the clean-up on Pandora Avenue in Victoria displaced individuals westward along the Galloping Goose and E&N corridors. Small, recurring encampments have formed where fire departments and bylaw officers regularly check on residents. Other participants from municipalities identified “resident homeless” individuals known to local police and fire services, who often avoid shelters due to safety concerns. While alcohol use is common, drug use is less prevalent. Participants emphasized the importance of addressing homelessness at this more manageable stage, when local staff in some municipalities still know and can support individuals before it escalates to the scale seen in Victoria’s downtown core.



In rural and semi-rural areas, many residents live in unpermitted secondary suites or accessory dwellings. Municipal staff from these areas highlighted a moral and regulatory dilemma: enforcing safety and zoning compliance risks displacing tenants, while non-enforcement poses liability concerns. This reflects a broader **tension between maintaining safety standards and preventing further homelessness**.

POTENTIAL CRD ROLES AND ACTIONS

Local government and strategic partners were asked to reflect on three key questions related to the potential roles and actions of the CRD.

1. What is the CRD's role in supporting local government with supportive housing guidelines?
2. What is the CRD's role in monitoring progress on homelessness and housing precarity?
3. What is the CRD's role in coordinating a regional response to homelessness and housing precarity?

The discussions highlighted an urgent need for a more coordinated, transparent, and well-resourced regional approach to addressing homelessness in the region.

Participants expressed concern that the current housing and health service systems are not operating as efficiently or cohesively as needed. A recurring concern was the lack of accountability, with local governments often acting independently rather than as part of a coordinated regional response. **Participants emphasized the importance of a clearly defined mandate that outlines roles and responsibilities across jurisdictions.**

There was strong interest in the CRD taking on a more proactive leadership role, one that not only convenes partners and stakeholders but also removes systemic barriers, enables meaningful action, and fosters ongoing regional alignment. However, it was also noted that the CRD lacks the service authority and resources required to support an enhanced role in advancing collaborative and coordinated homelessness intervention. Several key themes emerged where the CRD could play a meaningful role in supporting a coordinated response. These include data collection and sharing, capacity building for housing and homelessness infrastructure, and fostering alignment across services and levels of government.

Data Collection, Integration, and Transparency

Participants emphasized the need for a more coordinated approach to collecting, using, and sharing data across the region. They highlighted the importance of **leadership in**



developing and overseeing a regional data system - one that reduces duplication, improves transparency, and helps paint a clearer picture of housing need and homelessness across municipalities. It was expressed that this would support more consistent tracking of housing assets, service flows, and progress on homelessness targets, including the implementation of a By-Name List and integration of shelter and Point-in-Time (PiT) count data.

Local government and strategic partners also highlighted the importance of making data accessible to the broader community, including local First Nations and municipalities, while respecting Indigenous data sovereignty and ensuring informed consent. A well-managed data system would support decision-making, enable service coordination, identify priority populations, and strengthen advocacy efforts. Ultimately, **improved data infrastructure would reduce administrative burden, support coordinated access and enhance transparency in housing and homelessness systems.**

Capacity Building – Housing and Infrastructure Development

Participants identified a significant need for regional coordination to help local governments, particularly smaller or rural ones to advance housing development. Many local governments face challenges around internal capacity, land readiness, and connection with development partners. Feedback given noted that the CRD's ownership of the Capital Region Housing Corporation (CRHC) uniquely positions it to lead or support non-profit housing development across the region. Participants identified areas where the CRD could assist such as **offering technical support, facilitating partnerships, and helping make projects viable**, especially where municipalities can offer land but lack development expertise.

There was also support for the CRD to play a coordinating role in advocating for shared housing and sheltering targets across municipalities. Participants emphasized the importance of the CRD guiding municipalities in meeting these targets and ensuring that supportive housing is developed equitably and distributed fairly throughout the region. They highlighted the need for municipalities to be better connected and aligned on housing and sheltering goals, enabling them to act collectively and address the broader regional challenges together.

Capacity Building – Homelessness Serving Sector

The participants highlighted the strain on the homelessness-serving sector and emphasized the need for greater coordination, consistent funding, and workforce support. Organizations are doing critical work under pressure, often without a clear picture of what others in the system are doing or how to align efforts.



The participants saw an **important role for the CRD in helping to coordinate services**, which they noted could include the CRD acting as a liaison between service providers, municipalities, and funders. More integrated work with health and social services, particularly Island Health, was also seen as necessary to build a regional system where housing, health, and other services are better integrated. Participants also identified a need to support workforce development and align standards of practice. Identifying hosting regional trainings and setting up shared administrative functions and other efficiencies as crucial supports. While these suggestions fall outside the CRD's current mandate, participants viewed regional government as one of the few entities positioned to convene and influence cross-sector collaboration. Their feedback underscores both the sector's need for stronger supports and the importance of clearly defining the roles and responsibilities of all organizations involved.

The importance of regional leadership and working together to leverage the knowledge and expertise within the region to the benefit of every municipality was also highlighted by participants. It's necessary because many local governments are unsure how to engage or what role they can play. A coordinated regional response would help **clarify roles and provide direct assistance to local governments in understanding and building local response that is part of a broader regional strategy**.

Regional Alignment

Participants overwhelmingly called for a unified regional strategy that aligns efforts across municipalities, service providers, and levels of government. Many described current efforts as fragmented, with varying goals, policies, and funding applications across jurisdictions. There was strong interest in CRD convening regular meetings to bring partners together, review progress, and ensure a shared understanding of regional goals and priorities. Some suggested annual or bi-annual reviews of guidelines and outcomes to support accountability and course correction.

In building a coordinated regional response to homelessness, participants stressed how political will is key. **Without political buy-in across the region with strong governance structures and shared leadership, progress risks being siloed or stalled completely.** Participants supported a CRD role in creating space for intergovernmental collaboration, integrating planning and policy efforts, and advocating for stronger coordination with provincial ministries, particularly around zoning, service delivery, and funding. While municipalities differ



in capacity, participants suggested that the CRD could help tailor roles based on readiness and resource levels, making involvement in a regional response more accessible.

To empower jurisdictions to respond, local governments also need clear expectations and a clear mandate from the province to act confidently and be able to attract funding. For participants, **the ability to build the political will needed to support a coordinated regional response starts with a shared sense of responsibility and ability to act that comes from a clear provincial mandate.**



Building a Coordinated Regional Response

Across the two streams of engagement, there was a high degree of alignment between themes despite the different perspectives represented. Resoundingly, strategic and local government partners, social services organizations, and non-profit housing providers see a role for the CRD developing and leading a coordinated regional response to homelessness and housing precarity.

Bringing together the themes across all workshops, there are **three main roles where regional leadership is most needed in the development of a coordinated regional response:**

- regional alignment;
- strengthening regional service and housing capacity; and
- developing regional information and data systems.

Each role and the required actions are discussed separately below.

Regional Alignment

As a foundational component of a successful coordinated regional approach, participants talked about the need to harness and build political will and promote accountability among partners wherever possible. A key action required for this to happen is a clear mandate for local governments to respond to issues of homelessness so they can act decisively and attract funding. **Advocating for a clear mandate from the province is a necessary step towards creating regional alignment** because without it, local governments are unable to move forward with confidence.

For participants across the workshops, regional alignment also means that all jurisdictions and potential partners are unified through a **coordinated “whole of region” response that fosters cohesion around a shared purpose and understanding of the interconnected nature of the region.** Achieving regional alignment requires a focus on relationships, building partnerships, and ensuring that the right people are at the table. For participants, it also involves establishing shared goals and priorities and supporting municipalities to meet provincial housing targets and other housing guidelines. In a coordinated and regionally aligned response, there is also an approach to determining where services and housing are located that considers the potential impacts within and between jurisdictions.



Strengthening Regional Housing and Service Capacity

Given the CRD's role in the development and operation of housing through ownership of the CRHC and as the Community Entity for Reaching Home – Canada's Homelessness Strategy, the participants view the CRD as being well positioned to lead a coordinated regional response. For participants, having well positioned and aligned organizations with the experience to lead a coordinated regional response, increases the potential for success.

The participants recognize the need for any coordinated regional response to reflect the unique situation in each jurisdiction that takes levels of experience in dealing with complex health and social issues like homelessness and the toxic drug crises into account, as well as existing infrastructure. Participants identified the need to take a broad view of the system of housing and services to understand what currently exists and what can be built on or scaled up through a coordinated regional response.

They also highlighted the need for better coordination in the homelessness serving sector with a focus on **breaking down service silos, identifying and reducing redundancies, and determining if resources are being used most effectively**. Homelessness interventions are guided by programs, policies, and regulations established by provincial and federal governments, with the responsibility falling on communities and the homelessness serving sector to implement them. However, these challenges are too large and complex for non-profit organizations to address alone. To begin dismantling structural barriers, a “whole-of-government” approach is needed. This high level of collaboration is essential to improving conditions and outcomes at the community level.

Enhancing Regional Information and Data Systems

Participants across engagements identified the need for higher level coordination to improve service system navigation that includes the development of some kind of database to ensure there is easily accessible, up-to-date information on services and housing to aid in navigating the interconnected web of resources across the region. Participants noted that such a tool would also be helpful in identifying gaps in service and housing. **Having a more cohesive, navigable system of homelessness services is an important part of establishing a Coordinated Access System** which is as a community-wide system that streamlines the process for people experiencing homelessness to access housing and supports. A strong Coordinated Access System follows the principles of housing first and shares **real-time data** to facilitate the housing process.



The other related action is developing a coordinated regional response to collecting, sharing, and using data. Participants talked about how a coordinated regional 'data' response needs to build regional capacity for collecting, sharing, and using data. Different sources of homelessness data need to be brought together, including the Point in Time Homelessness Count, and there needs to be overarching guidance on what data to collect, how the data fits together, and how it will be used to inform a coordinated regional approach. Once again, participants identified a potential action being the creation of some type of shared database for regional data. For participants, an important part of a regional data strategy is evaluation and the development of program evaluations and related metrics to help demonstrate the efficacy of interventions and the impacts of a coordinated regional approach at different levels. **A data-informed approach is needed to convince funders, government and other strategic partners, and the public of the impact, including potential cost-benefit analyses.**

Table 1. Summary of Main Roles and Associated Actions

Role	Actions
Regional Alignment	<ul style="list-style-type: none"> • Harness and build political will and promote accountability among partners • Advocate for clear mandate for municipalities to act • Create a unified "whole of region" approach that foster cohesion around a shared purpose • Focus on relationships and building partnerships • Establish shared goals and priorities • Support for municipalities to achieve provincial housing targets • Look for opportunities to leverage/pool resources • Use a regional approach for siting resources
Strengthening Regional Service and Housing Capacity	<ul style="list-style-type: none"> • Build a coordinated regional response that reflects the unique situation in each jurisdiction • Leverage successes and what's working regionally • Breakdown service silos, reduce redundancies, and ensure resources are being used most effectively • Build on role as Community Entity for Reaching Home
Enhancing Regional Information and Data Systems	<ul style="list-style-type: none"> • Improve system navigation and support the development of a Coordinated Access System • Develop an accessible, up-to-date database of housing and related services across the region



Role	Actions
	<ul style="list-style-type: none">• Develop a coordinated regional response to data collection, sharing, and use that includes a shared database• Use a data-informed approach to evaluation to demonstrate impact at different levels



Concluding Comments

The purpose of this engagement process was to collect input from the homelessness serving sector, people with lived and living experience, local governments within the region, and strategic partners on the CRD's potential role in advancing regional supportive housing and sheltering objectives.

Overall, participants underscored the need for a more coordinated, streamlined, and responsive system of housing and services across the region. Advancing this will require a regional approach with collaboration across sectors, communities, and levels of governments. Engagement illuminated opportunities for the CRD to play a role in supporting a coordinated, regional response to homelessness, working with other orders of government to:

- Advocate for a clear Provincial mandate outlining the roles and responsibilities of local governments in addressing homelessness;
- Advance political alignment across local governments, service providers, and other partners through a "whole of region" approach that establishes shared goals and priorities and recognizes the interconnected nature of the region;
- Coordinate across the homelessness serving sector to break down service silos and support a more streamlined, efficient system; and
- Enhance and align regional data systems to support the homelessness serving sector's ability to navigate resources and identify service gaps.

This scoped engagement process is one component of the ongoing work to update the RHAS, which is anticipated to be completed in 2026. The findings outlined in this report are intended to inform how the Strategy responds to the needs of those at risk of or experiencing homelessness, with a focus on outlining the CRD's role in supporting municipal efforts and enhancing coordination across the region. Additional RHAS engagement focused more broadly on regional housing affordability is currently underway and will be summarized in a separate report later this year.





APPENDIX 1

Engagement Overview



Invite List for Workshops with the Homelessness Serving Sector

List of Invited Groups for the Homelessness Serving Sector Engagement

Aboriginal Coalition to End Homelessness Society (ACEH)

Alliance to End Homelessness in the Capital Region (AEHCR)

Anawim Companion Society

AVI Health and Community Services

Beacon Community Services

Beecher Bay (Sc\ianew) Nation – Health and Housing

BGC South Vancouver Island

Bridges for Women Society

Burnside Gorge Community Association

Cadboro Bay Residents Association

Capital Region Housing Corporation (CRHC)

Children's Health Foundation of Vancouver Island

City of Victoria

Community Living BC

Connections Place

Cordova Bay Association for Community Affairs

Cornerstone Youth Society

Destination Greater Victoria

Elizabeth Fry Society

Fairfield Community Association

Falaise Community Association

Federation of Community Social Services of BC

Fernwood Neighbourhood Resource Group

First Nations Health Authority

The Foundry Victoria

Goldstream Foodbank

Gordon Head Community Association

Gorge View Society

Greater Victoria Chamber of Commerce

Greater Victoria Housing Society

Greater Victoria Public Library

Habitat for Humanity Victoria

Hulitan Family and Community Services Society

Inter-Cultural Association of Greater Victoria

List of Invited Groups for the Homelessness Serving Sector Engagement

Island Community Mental Health Association

Island Community Services

Island Health

Island Metis Family and Community Services Society

Islanders Working Against Violence

John Howard Society of Victoria

Kosapsu'm (xwsepsum) Nation

Langford Residents Association

Laren House Society

Living Edge Community

Lookout Housing and Health Society

M'akola Housing Society

Malahat (MÁLEXEȽ) Nation

Margaret Laurence House | Second Stage Housing for Women

Mental Health Recovery Partners - South Island

Metis Nation of BC

Metis Nation of Greater Victoria

Ministry of Policy Development and Poverty Reduction

Moms Stop the Harm

Mustard Seed Family Centre

Neighbourhood Solidarity with Unhoused Neighbours

Neil Squire Society

North Park Neighbourhood Association

North Quadra Community Association

Oak Bay Business Improvement Association

Oasis Society

Our Place Society

Pacheedaht (paa?čiid?atx) Nation – Health and Housing

Pacific Centre Family Services Association

Pacifica Housing

Pauquachin (BOKEĆEN) Nation – Health and Housing

Peers Victoria Resource Society

Penelekut (Spune\x'luxutth) Nation – Health and Housing

PHS Community Services Society

Prospect Lake District Community Association



List of Invited Groups for the Homelessness Serving Sector Engagement

QomQem Coastal Connections
Quadra Cedar Hill Community Association
Quadra Village Community Centre
Royal Roads
Saanich Community Association Network
Saanich Neighbourhood Place
Saanich Peninsula Chamber of Commerce
Salt Spring Island Chamber of Commerce
Salt Spring Island Community Services
Salt Spring Island Foundation
Salvation Army ARC
Sidney Business Improvement Area Society
Society of St. Vincent de Paul
SOLID Outreach Society
Songhees Nation – Health and Housing
Sooke Region Chamber of Commerce
Sooke Region Chamber of Commerce
Sooke Shelter Society/Sooke Homelessness Coalition
South Island Prosperity Partnership
Surrounded by Cedar Child and Family Services Society
The Cridge Centre for the Family
The Existence Project
Threshold Housing Society
Thrive Social Services Society
Together Against Poverty Society
Township of Esquimalt
Tsartlip (W̱JOŁEŁP) Nation – Health and Housing
Tsawout (STÁUTW) Nation – Health and Housing
Tseycum (WSIŁEM) Nation – Health and Housing
T'Sou-ke Nation – Health and Housing
Umbrella Society
United Way BC
United Way Southern Vancouver Island
University of Victoria
Veterans House Victoria



List of Invited Groups for the Homelessness Serving Sector Engagement

Victoria Brain Injury Society

Victoria Business Improvement Area (Downtown Victoria Business Association)

Victoria Cool Aid Society

Victoria Disability Resource Centre

Victoria Division of Family Practice

Victoria Downtown Residents Association

Victoria Foundation

Victoria Immigrant and Refugee Society

Victoria Native Friendship Centre

Victoria Rainbow Kitchen Society

Victoria Tenant Action Group

Victoria West Community Association

Victoria Women in Need Community Cooperative (WIN)

Victoria Women's Transition House

Victoria Youth Empowerment Society

Westshore Chamber of Commerce

WorkBC

YM/YWCA of Greater Victoria

Young Parents Support Network



Invite List for Regional Coordination Workshop

List of Invited Groups: Local Government + Strategic Partner Workshop on October 9th, 2025

Aboriginal Coalition to End Homelessness

BC Housing

BOḰEĆEN First Nation

Canadian Alliance to End Homelessness

City of Colwood

City of Langford

City of Victoria

Cool Aid Society

District of Central Saanich

District of Highlands

District of Metchosin

District of North Saanich

District of Oak Bay

District of Saanich

District of Sooke

Housing, Infrastructure and Communities Canada

Ministry of Housing and Municipal Affairs

Ministry of Social Development and Poverty Reduction

Our Place Society

paa?čiid?atx First Nation

Pacifica Housing

PHS Community Services Society

Sc'ianew First Nation

Songhees Nation

Spune'luxutth

SZÁUTW First Nation

Town of Sidney

Town of View Royal

Township of Esquimalt

T'Sou-ke First Nation

Victoria Native Friendship Centre

WSÁNEĆ Leadership Council

xwsepsum Nation



Homelessness Serving Sector Workshop Questions

1. What does homelessness look like in your community? Who are the priority populations?
2. What specific actions could the CRD take to improve the situation for people experiencing homelessness or those at risk of homelessness?
3. What are the gaps in services (including sheltering and supportive housing) for people experiencing homelessness in your community/for the people you serve?
4. What are the barriers to accessing sheltering and supportive housing for people experiencing homelessness in your community/for the people you serve?
5. What information or data would best support your organization in informing your work in homelessness services?
6. What would you like the region to look like in ten years in terms of housing affordability and sheltering and supportive housing?



Regional Coordination Workshop Questions

1. In your community, what does homelessness and housing precarity look like?
2. What successes can you highlight in your community?
3. What does a coordinated regional response to housing precarity and homelessness look like?
4. What role do you see for your community/organization in a coordinated regional response?
5. What role should the CRD play in:
 - Supporting local government efforts with supportive housing guidelines.
 - Monitoring progress on homelessness and housing precarity.
 - Coordinating a regional response to homelessness and housing precarity.



APPENDIX 2

Feedback: Priority Populations

1. Youth and seniors

Seniors- fixed incomes not aligned with cost of living

Limited senior as well as youth specific housing

Youth- gaps in support for transition when aging out of care

Youth- experiencing more hidden homelessness

2. Individuals experiencing mental health or substance use challenges

Not enough housing and support options to meet people where they are at in their recovery journey

Greater support options needed for those experiencing domestic abuse and fleeing violence

Deeper measures of trauma-informed care should be taken in approaches to services and housing systems.

There are insufficient support measures and still a significant amount of stigma surrounding both mental health and addiction services

3. People living with disabilities

Need for accessible, medically informed housing for those with high needs and diverse abilities

physical, cognitive, and developmental disabilities, including traumatic brain injuries, autism, and chronic illnesses were identified as needing considerations when planning supportive housing

Discharge from medical facilities occur with no appropriate support in place

4. People experiencing housing or financial instability

More people experiencing homelessness for the first time due to rising costs of living, sudden job losses, and evictions

Increasing amount of community experiencing hidden homelessness; living in vehicles, tents, or the woods, not just in central urban areas like downtown Victoria but across the entire region, including in more rural areas

5. Individuals impacted by institutional gaps and system failures

Individuals exiting jail, foster care, hospitals, or other institutional settings face abrupt transitions with little support

Many experiencing homelessness have become deeply institutionalized and distrustful of systems

6. Men, women, and gender-diverse individuals

There are not enough shelter options for women, gender-diverse individuals, and non-binary people that are informed and address safety concerns that these populations have in accessing shelters

Men, particularly vulnerable young white males, are dying on the streets in increasing numbers but are often overlooked due to service prioritization models

7. Newcomers and immigrants



This population faces challenges with language barriers, documentation issues, and a lack of culturally appropriate services

8. Indigenous Peoples and communities

Indigenous people are overly represented among those experiencing homelessness

More culturally safe and Indigenous-led housing initiatives needed



APPENDIX 3

Feedback: Types of Housing and Approaches Needed

1. Youth Housing

Wrap-around services should be tied to youth housing to prevent chronic adult homelessness

More second stage and transitional units for youth needed

2. Family Housing

Safe and appropriate housing needed specifically for young mothers

Young mothers face barriers to accessing housing due to age requirements on applications, leaving this population vulnerable

More family-specific shelters are needed to prevent separating families

3. People in Recovery and Still Using Substances

Diverse options are needed to support people at various stages of substance use and recovery

Current models often force people to choose between abstinence-based ("dry") and harm-reduction ("wet") environments, with little in between

People going through withdrawal are often banned from "dry sites" which poses health and safety risks

4. Wraparound and Integrated Supports

Successful housing must integrate mental health care, substance use treatment, case management, culturally safe services, life skills training, and other wraparound supports

Longterm solutions must also be imbedded into housing such as clinics, childcare, and access to groceries

5. Need for Diverse and Scaled Options

More specific housing options needed for various populations

Non-profit led housing developments

Low-barrier shelters with fewer restrictions

Smaller scale shelters and homes spread throughout the CRD

6. Alternative Housing Options

Expanding development of tiny home villages with both wet and dry options, and spread throughout the CRD

Converting unused office and commercial spaces into shelters or housing

Support creative low-cost building materials and techniques

Updating bylaws to allow more alternative housing models



APPENDIX 4

Feedback: Barriers to Accessing Housing

1. Technology

Lack of access to phones, computers, internet, and digital literacy keeps people from applying for housing or services

Devices are frequently lost or stolen for those without fixed addresses

Digital requirements from provincial and federal systems pose challenges for those with varying digital literacy

2. Applications and Service Navigation

Application forms are complicated, repetitive, and difficult to access, particularly for those with limited literacy, cognitive challenges, or who are navigating trauma

Fixed addresses, ID, transportation, and time are barriers to applying to services and housing

Emphasized need for not-for-profit or outreach workers to help people interpret and navigate these systems

Austerity measures and cutbacks have reduced office hours, staffing levels, and local access points, making systems feel more distant and less responsive

3. Financial Barriers

Provincial disability or income assistance shelter allowance is not enough for current rental prices

Low-income renters, especially first-time renters or youth without references, are routinely denied by landlords

4. Support/Sheltering Challenges

Supportive housing's strict rules can be a challenge to many and limit freedom and personal autonomy

People feel forced into housing that doesn't reflect their cultural or family needs, such as for multigenerational or culturally appropriate spaces

5. Safety and Stigma

Violence, substance use, and a lack of privacy can make shelters inaccessible or traumatic, particularly for seniors, families, and gender-diverse individuals who may not feel safe in gendered spaces

Stigma is attached to supportive housing, which can lead to discrimination when trying to enter market rentals

6. Discrimination and Social Exclusion

Racism, ableism, and anti-homeless sentiment (NIMBYism) were identified as barriers to accessing shelters, and more permanent housing options

Individuals with no fixed address, without ID, or with visible mental health or substance use challenges are often excluded and denied housing and support



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2025 Greater Victoria Point in Time Homelessness Count and Survey





Land Acknowledgment

The 2025 PiT Count was conducted on the traditional territories of many First Nations. We respectfully acknowledge the First Nations governments across this region — BOKEĆEN(Pauquachin), MÁLEXEŁ (Malahat), P'a:chi:da?ah (Pacheedaht), Pune'laxutth' (Penelakut), Sc'ianew (Beecher Bay), Songhees, STÁUTW (Tsawout), T'Sou-ke, W̱JOŁEŁP (Tsartlip), W̱SIKEM (Tseycum), and xʷsepsəm (Esquimalt) — all of whom have cared for and maintained deep connections to these lands and waters since time immemorial and continue to do so today. We especially acknowledge the relationship between homelessness and the ongoing impacts of colonization. The dispossession of land from Indigenous peoples, along with historical and continued colonial policies and practices, have contributed to First Nations, Inuit, and Métis peoples being disproportionately affected by homelessness in our region and across Canada. We recognize that any effort to address homelessness must also confront and work to dismantle these systemic inequities.

Thank you message

We are incredibly grateful to everyone who contributed their invaluable time, support, and expertise to the 2025 Point in Time (PiT) Count & Survey. This includes all of the organizations, community partners, sponsors, supporters, and 130 dedicated volunteers who made this effort possible. We would like to extend a special thank you to those experiencing the challenges of homelessness who generously shared their personal and often difficult experiences through their participation in the survey. Your willingness to participate plays a crucial role in shaping local, provincial, and national efforts to reduce and ultimately end homelessness. This report would not have been possible without your contributions. Thank you all, this truly is a community effort. The success of the PiT Count and Survey depends on the dedication of everyone involved in the many aspects of planning and delivery. Survey depends on the dedication of everyone involved in the many aspects of planning and delivery.

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Special Thanks

A heartfelt thank you to:

Bernice Kamano, SOLID Outreach Society, and Sooke Shelter Society outreach team members for leading volunteer survey groups, and Union Gospel Mission of Victoria and Pacifica Housing outreach teams for leading encampment enumerations

Report Artwork

CSPC commissioned artwork from participants of local social service agencies. Thank you to all the artists who contributed their work to the 2025 Greater Victoria Point in Time Homelessness Count and Survey Report.

In-Kind Contributions

Magnet Event Partners

QomQem Coastal Connections, Cornerstone Youth Society, John Howard Society of Victoria, Victoria Cool Aid Society, Beacon Community Services, and the Salvation Army Connection Point Church and Resource Centre

Volunteer Headquarters

Salvation Army ARC

Sponsors & Donors

With gratitude to:

Big Wheel Burger, Habit Coffee, 2% Jazz Coffee, Zambri's, Deer and Dough Bakery Café, Save-On-Foods, and Country Grocer

Project Funder

This project was funded by the Government of Canada's *Reaching Home* program: Canada's Homelessness Strategy, through the Capital Regional District.

Cover art: "Blue Moon" by John Prevost

"The blue moon every 4 years comes our way. The two wolves are protecting the mother blue moon." —John Prevost

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Executive Summary

Greater Victoria's 2025 Point in Time (PiT)

Count and Homeless Needs Survey took place on March 25th and 26th, 2025. Sheltered enumeration (at emergency shelters, transitional housing, and public systems including health and corrections) occurred the night of March 25th. Unsheltered enumeration took place the following day, March 26th, during which survey participants were asked where they had slept the previous night. PiT Counts are intended to provide a community-based measure, or "snapshot", of individuals experiencing sheltered and unsheltered homelessness at a single point in time. The initiative is federally funded through *Reaching Home: Canada's Homelessness Strategy* and contributes to a national picture of homelessness.

The 2025 PiT Count and Homeless Needs Survey was completed with the support of 130 community volunteers, in conjunction with local housing facilities and service providers. The PiT Count took place within the Victoria Census Metropolitan Area (CMA), commonly referred to as Greater Victoria, which contains 13 municipalities and spans the traditional territories of at least 11 First Nations.

On the night of March 25th, 2025 the PiT Count found that at least **1,749 individuals were experiencing homelessness** in Greater Victoria. The count, or enumeration, is intended to identify, on a single night, how many individuals and families are experiencing homelessness in emergency shelters, transitional housing, and on the streets; staying in public systems without permanent housing; or experiencing hidden homelessness, such as couch surfing or staying with family and friends because they have nowhere else to go.

On March 26th, Homeless Needs Surveys were conducted, gathering invaluable data to help understand local stories and experiences of homelessness. The Homeless Needs Survey collects data about the demographics, history, and service needs of those experiencing homelessness. The survey allows communities to better understand who is experiencing homelessness, why they are experiencing homelessness, and how, as a community, we can better serve these individuals and families.

Infographics: Key Survey Findings

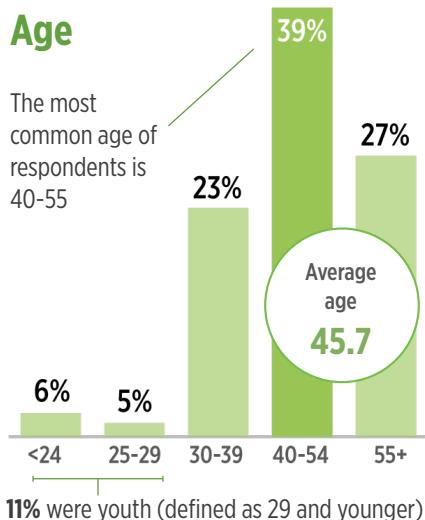
Enumeration Breakdown

The night of March 25, 2025, at least **1,749 people** were experiencing homelessness in Greater Victoria. Categories listed do not add to 1,749, as there were 3 individuals who slept in an unknown location.

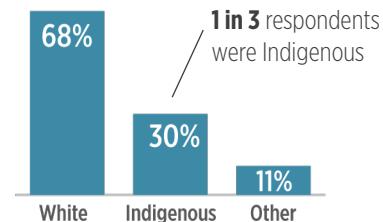


Age

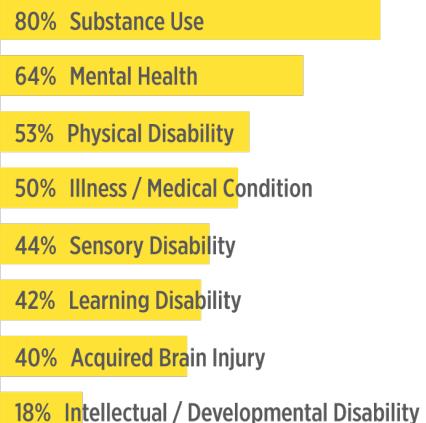
The most common age of respondents is 40-55



Ethnic identities

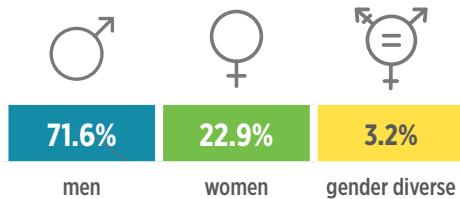


Priority Health challenges

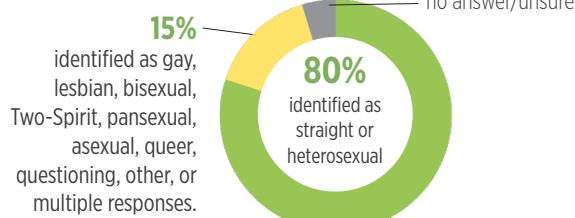


Gender

Over two-thirds identified as men



Sexual orientation



Foster care/ group homes



- Over a third (36%) of all respondents were in government care during their childhood or youth.
- 33% of respondents from foster care became homeless within the first year of exiting the system.
- 7% became homeless on the first day.

Discharged into homelessness



12% of respondents reported being discharged from a hospital into homelessness during the past year.

Most Reported Service Needs



Infographics: Key Survey Findings

Family composition

77% of respondents spent the night of March 25th alone.



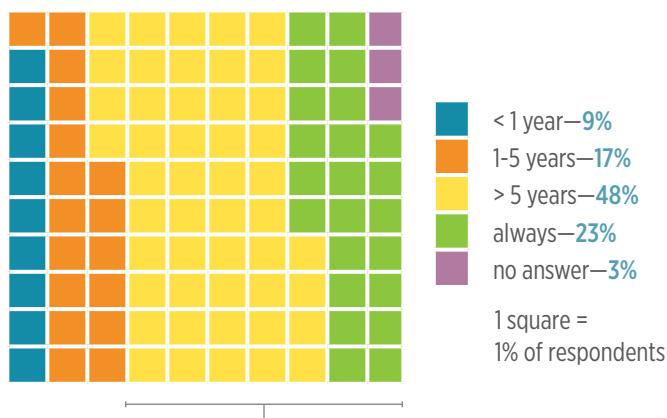
* Remaining responses no answer/unsure

76% had reasons for avoiding shelters in Greater Victoria

Top reasons for not staying in a shelter

- | Reason | Percentage |
|--------------------------------------|------------|
| Fear for Safety | 47% |
| Not wanting to lose belongings/theft | 37% |
| Issues with cleanliness/bugs/pests | 31% |
| Crowding | 29% |
| Substance use related concerns | 21% |

Time in Greater Victoria



Over two-thirds of respondents have lived in Greater Victoria for more than 5 years.

Immigration



< 6% came to Canada as an immigrant, refugee, or asylum claimant.

School attendance

3% currently in school (high school, post-secondary, vocational)

14% not currently in school and would like to be

Length of time of homelessness

Over the past year, **73%** experienced homelessness for 9-12 months



Most reported income sources

92% of respondents reported **at least** one form of income.

- | Income Source | Percentage |
|---------------------------|------------|
| Disability benefits | 52% |
| Social assistance/welfare | 28% |
| Informal income sources | 9% |

Barriers to Housing



High rent prices (**65%**) and low income (**61%**) were the most frequent answers when asked what is keeping respondents from finding housing.

Introduction



On the March 25th and 26th, 2025,

130 citizen volunteers and staff, along with a cross-sector of service agencies and community partners, participated in Greater Victoria's 2025 PiT Count and Survey.

Data was collected from 58 locations, including shelters, transitional housing, and health facilities. Surveys were completed at 20 indoor sites and along 26 walking routes throughout Greater Victoria. While the number of walking routes appears lower compared to the 49 routes in 2023, the 2025 PiT Count extended each route to cover a larger area and assigned more surveyors per route.

Through this extensive effort, at least 1,749 individuals experiencing homelessness were counted on the night of March 25th, 2025. Between March 26th and April 4th, 2025, volunteers conducted 607 surveys with people experiencing homelessness across the region, offering an invaluable collection of personal stories, experiences, and identified needs.

While totals from PiT Counts are not directly comparable year over year, the surveys' consistent methodology allows for trend analysis. As in the 2023 PiT Report, this year's report provides an overview of the enumeration and an analysis of the survey data to show how the structures and experiences of homelessness have changed in our region. The PiT strategy gathers community-level information on the demographics, histories, and service needs of people experiencing homelessness, offering valuable insight into its nature and extent.

While enumeration provides a snapshot of the numbers, the Homeless Needs Survey provides valuable data to guide decision-makers, planners, and service providers in directing resources to the areas of greatest need.

Background

Homelessness is a widespread challenge

impacting communities all across Canada. According to Statistics Canada's 2021 Canadian Housing Survey, 11.2% of Canadians, approximately 1.69 million people, reported having experienced some form of homelessness in their lifetime (Statistics Canada, 2023). This includes both absolute homelessness, where individuals stayed in shelters or unsheltered locations (reported by 2.2% of households), and hidden homelessness, such as couch surfing or temporarily living with others without secure housing, which was reported by 10.5% of respondents (Statistics Canada, 2023).

In 2019, *Reaching Home: Canada's Homelessness Strategy* was launched by the Federal Government under the National Housing Strategy to support the goal of solving the housing crisis (Employment and Social Development Canada, 2023). Reaching Home aims to prevent and reduce homelessness through community-based solutions and funds PiT Counts and surveys to help track the extent and experiences of homelessness in various communities across the country.

The coordinated approach of Point in Time Counts includes core standards for all participating communities. A consistent, nationally approved methodology is used to collect information that is comparable at both the national and provincial levels. Communities can customize certain aspects of data collection to ensure results are useful for their local context; Greater Victoria's 2025 survey included additional questions on the Indigenous population and access to housing and services. The enumeration of people experiencing homelessness in PiT Counts is known to be an undercount because it only includes facilities that participate and individuals who

are encountered and willing to take part in the survey. While the count represents a minimum number of people experiencing homelessness on a single night, the survey provides invaluable data that gives a clearer picture of who is affected and their presenting needs. This information can guide policymakers, planners, and service providers in efforts to reduce homelessness.

PiT Count efforts in the region have been led by the Capital Regional District (CRD) since 2016, with coordination provided by the Community Social Planning Council of Greater Victoria (CSPC). The region's first PiT Count and needs assessment was the 2007 Homeless Needs Survey, conducted by the Victoria Cool Aid Society in partnership with CSPC. For the 2025 PiT Count, CSPC continued collaborating with the University of Victoria's Canadian Institute for Substance Use Research to strengthen the ethical and methodological components of the project.

HOMELESSNESS IN GREATER VICTORIA

The Victoria Census Metropolitan Area (CMA), commonly referred to as Greater Victoria, is made up of 13 municipalities and is home to a population of almost 400,000 (Statistics Canada, 2023). The region spans the territories of approximately 11 First Nations and is a highly desirable place to live and visit. However, the housing and rental market is one of the least affordable in the country.

Homelessness results from the interplay between structural and systemic factors. Structural factors are broad economic and societal issues including a lack of affordable housing, poverty, racism and other forms of discrimination including sex and gender discrimination, and the lasting impact of colonialism on Indigenous Peoples in Canada (Gaetz et al., 2013; Gaetz & Dej, 2017).

Systems failures contribute to homelessness through barriers to accessing public systems, discharges from hospitals, corrections and child welfare into homelessness, and the complexity of the systems aimed at assisting individuals experiencing homelessness (Gaetz & Dej, 2017).

The primary structural factor is a lack of affordable housing across Greater Victoria, impacting the health and well-being of many across the region. Within the region 19.7% of renters fall within core housing need, meaning they fall below indicator thresholds measured across Canada and are spending more than 30% of their income (before income tax) on housing (Statistics Canada, 2022). As of October 2024, the vacancy rate in Victoria is 2.6% with the average monthly cost of a bachelor apartment at \$1,366 (CMHC, 2025). This is far beyond the means of someone on disability or income assistance which provides \$500 per month for the shelter component.

It is evident the high-priced rental market in Greater Victoria makes it hard for people on low or fixed incomes to afford rental housing. While the cost of rental housing is the main structural factor causing homelessness, it is one of several factors that drive homelessness (Community Social Planning Council, 2022). Structural and systemic issues including discharging people into homelessness create the conditions for homelessness (Gaetz et al., 2013; Gaetz & Dej, 2017; Allegranter & Sleet, 2021). There are multiple policy decisions at every level of government that create the conditions that lead to homelessness (Allegranter & Sleet, 2021). Greater Victoria's long-standing high cost of housing, low vacancy rates, lack of affordable housing, waitlists for subsidized and supportive housing, and inadequate incomes make life in the region challenging for its population and contributes to homelessness. The survey's findings highlight the diversity of people experiencing homelessness in Greater Victoria and provide insight into the unique experiences and needs among survey respondents.

Definition of Homelessness

The Canadian Observatory on Homelessness defines homelessness in Canada as the inability of an individual, family or community to access or acquire stable, safe, permanent and appropriate housing (COH 2012). Homelessness describes a range of housing and shelter circumstances and encompasses a range of physical living situations, including:

1. **Unsheltered**—absolute homelessness and living on the streets or in places not intended for human habitation (i.e., public spaces, vehicles, abandoned buildings, etc.).
2. **Emergency sheltered**—those staying in overnight shelters for people who are homeless, or in shelter for those impacted by family violence.
3. **Provisionally accommodated**—staying in accommodation that is lacking security of tenure (i.e. transitional housing with a maximum stay of three years, living in hotels/motels funded by themselves, couch surfing, and public systems).
4. **At risk for homelessness**—people who are not homeless, but current economic and/or housing situation is precarious or does not meet public health and safety standards.

The Greater Victoria's 2025 PiT project's definition of homelessness aligns with this widely accepted definition of homelessness and includes people who are unsheltered, emergency sheltered, and provisionally accommodated. The PiT project does not enumerate or survey people who are at risk for homelessness.

Additionally, *Reaching Home: Canada's Homelessness Strategy Directives* defines chronic homelessness as individuals who are currently experiencing homelessness and who meet at least one of the following criteria:

1. They have a total of at least six months (180 days) of homelessness over the past year.
2. They have recurrent experiences of homelessness over the past three years, with a cumulative duration of at least 18 months (546 days).

Methodology

The following provides a high-level overview of the methodology used for the 2025 Greater Victoria PiT Count and Homeless Needs Survey. This summary is intended to support understanding of the standardized approach used for PiT Counts across regions, ensuring alignment with national practices and consistency in how counts are conducted across Canada.

The 2025 Greater Victoria PiT Count and Survey were conducted over a 24-hour period, providing a snapshot of homelessness in the region on a single night. The methodology followed both national and provincial guidelines and was informed by previous counts conducted locally and in other Canadian communities. Ethical considerations were a key part of the process, and the PiT Count was conducted in accordance with research ethics standards.

The two key components of the PiT Count are:

1. **Enumeration** – a count of people experiencing homelessness across various settings, including shelters, transitional housing, and unsheltered locations.
2. **Homeless Needs Survey** – a voluntary survey conducted with individuals experiencing homelessness to gather more detailed information on their needs and experiences.

For a more detailed account of the methodology, including the dataset, research definitions, research ethics, and survey tools, please refer to the 2025 Greater Victoria PiT Count and Survey Technical Appendix.

Enumeration

The enumeration component provides a count of the minimum number of people experiencing homelessness who were staying in emergency shelters, provisional

accommodations (such as transitional housing, couch surfing, or within public systems), or who were unsheltered.

Two primary methods were used to estimate the number of individuals experiencing homelessness:

 **Administrative Data:** Staff from participating emergency shelters, transitional housing programs, and institutional settings (such as health care, treatment, and correctional facilities) completed enumeration forms reporting the number of individuals who spent the night of March 25th, 2025, in their facilities.

 **Survey Data:** Individuals who stayed in unsheltered locations (e.g., outdoors, in vehicles) or who were provisionally accommodated (e.g., staying with someone temporarily) but not captured through administrative data were included in the enumeration if they were reached by volunteers conducting surveys on March 26th, 2025.

It is important to note that individuals who reported staying in a sheltered location when asked where they stayed last night during the survey, were not included in the total enumeration count, as they would have already been accounted for through the administrative data.

Homelessness Needs Survey

A team of approximately 130 trained community volunteers conducted 607 surveys, providing valuable data on the demographics and experiences of people experiencing homelessness in the Greater Victoria region. The survey began with a consent page and included a brief set of screening questions aligned with the PiT Count and Survey definition of



homelessness. Both the consent page and survey are included in the Technical Appendix for further review.

Survey questions included a combination of standardized items required by national guidelines and locally developed questions tailored to the unique context of the region. These local questions were created in collaboration with members of the Community Advisory Committee.

The Homelessness Needs Survey was administered by volunteers and staff across a variety of settings, including outdoor locations, temporary housing and shelter facilities, homeless- and non-homeless-serving agencies (such as food banks and meal programs), as well as through organized magnet events.

This survey method has limitations in capturing the full extent of both unsheltered and hidden homelessness. Hidden homelessness, in particular, is challenging to enumerate using point in time methodologies. Compared to the previous count in 2023, the 2025 survey placed greater emphasis on outdoor and drop-in locations, with reduced coverage of housing-based sites due to limited sector staffing capacity. As a result, while the overall number of surveys completed decreased, the number of unsheltered individuals surveyed increased, from 242 in 2023 to 318 in 2025.

The 2025 PiT Count also introduced a methodological change, allowing for a longer survey period. Surveys were conducted between March 26th and April 4th, 2025, and included five magnet events to support and expand data collection efforts. However, it is important to note that surveys completed after March 26th fell outside the 24-hour enumeration period and are not included in the official total count.

MAGNET EVENTS

Between March 26th and April 4th, 2025, five Magnet Events were held to supplement survey data and help reach individuals who may have been missed during the main Point in Time Count on March 26th. These events provided food and services to encourage participation, offering individuals the opportunity to complete the Homelessness Needs Survey in a welcoming and supportive setting, within the community they are living in.

Partnerships with local service providers in the homelessness-serving sector were essential to the success of these events. Through collaboration, we were able to plan and deliver targeted outreach to populations that are often underrepresented in traditional count methods, including youth and Indigenous community members.

We also made a concerted effort to reach individuals living outside the downtown core - areas that often have limited access to social services compared to the downtown area, where most shelters and service organizations are concentrated.

The 5 magnet events for additional surveying were as follows:

- **March 27th** (Downtown) - In partnership with QomQem Coastal Connections
- **March 27th** (Downtown) - In partnership with Cornerstone Youth Society
- **March 31st** (Saanich) - In partnership with the John Howard Society of Victoria and Victoria Cool Aid Society
- **April 2nd** (Saanich Peninsula) - In partnership with Beacon Community Services
- **April 4th** (Westshore) - In partnership with Salvation Army Connection Point Church and Resource Centre

COMMUNITY ADVISORY COMMITTEE

The project adhered to best practices for participatory and community-based research and met Point in Time (PiT) Count standards for a community-driven methodology. In the early stages of planning, representatives from local service providers, academia, government, and individuals with lived experience were invited to join a planning committee for the 2025 PiT Count and Survey.

Community engagement in both the planning and implementation phases is essential to the success of the PiT Count. It ensures that decisions about how the count is conducted are well-informed, thoughtful, and reflective of a range of perspectives from those working in the homelessness-serving sector.

Committee meetings were held in the lead-up to the count to provide input on key methodological decisions and to review and offer feedback on the Homelessness Needs Survey. Additionally, a separate meeting was held with individuals working in homelessness outreach to collaboratively plan survey mapping routes. Their up to date, on-the-ground knowledge was invaluable in identifying the most appropriate locations to conduct the survey.

LIVED EXPERTS OF HOMELESSNESS

For the 2025 Point in Time Count, CSPC consulted with [The Housing Justice Project](#), an independent group of lived experts of homelessness, to identify project gaps in data collection, counting, analysis, and reporting. Being able to view homelessness from people who have/are experiencing it provides sightlines into previously invisible or misunderstood nooks and crannies. This ultimately improves the quality of the count and survey. The Housing Justice Project describes themselves as:

"We have 156 years of lived experiences with homelessness. We have survived and escaped all forms of homelessness. We are Indigenous, we are racialized, we are settlers, we are women, we are men, we are non-binary, we live with disabilities, we are seniors, and we are young. Many of us are not far enough away from our experience of homelessness to have survived it. Many of us live in fear of becoming homeless again because of the lack of safe affordable homes in our community. We hold space for those currently experiencing homelessness and for those who did not survive homelessness."



Half of the membership of the Housing Justice Project is Indigenous, and for this project, the group they convened was 75% Indigenous. The Housing Justice Project is committed to making Indigenous experiences of homelessness visible and figuring out how to work in a decolonizing way. CSPC requested the Housing Justice Project provide input into preferred terminology to describe people experiencing homelessness.

An excerpt of this work, the HJP definition of Lived Experts is included below.

*"The term *lived experts* is acceptable when the context is shared decision-making, as opposed to being mined for data. Lived experts of homelessness are people who:*

- *have experienced homelessness,*
- *are able to communicate their experiences and the context of their experiences (whether that context is colonialism or government policy failure)*
- *are in the room, as equal partners and/or collaborators in the project (as opposed to being mined for knowledge production)*

We have seen the term 'lived experts' abused, noting that sometimes the speaker is not even looking for data, they are just looking to check a box. We have seen the term be dismissive, belittling and patronizing."

HJP was supported with professional independent facilitation which enabled group decision-making from diverse lived experts. Group decision-making supported by independent facilitation inoculates against tokenization and manipulation.

With the support of CSPC, the Housing Justice Project facilitated workshops with the Community Advisory Committee for the 2025 Point in Time Count and local housing providers to propose a definition of Transitional Housing that reflects the lived realities of individuals without security of tenure. While this definition was not formally adopted, the collaborative process surrounding this work was helpful in informing decisions about facilities included in the Point in Time Count, resulting in a broader and more inclusive set of transitional housing facilities being counted. The full proposed definition of Transitional Housing that was created can be found in the Technical Appendix.

"To find effective ways to end homelessness, we need clear lines of sight to the outcomes of homelessness. This happens with genuine, respectful partnerships with lived experts."



NUMBEROSITY

"We chose the orange to harmonize with the Every Child Matters movement and Orange Shirt Day which are part of the Indigenous healing movements in Canada, where Indigenous people are overrepresented in homelessness counts. The fist overlaid with computer-generated binary code is to represent resistance to being reduced to statistics."

– Rama de la Rosa and Bruce Livingstone, Housing Justice Project

Artwork has been added to enrich this report. CSPC is grateful for the artists' contributions.

Enumeration

GREATER VICTORIA POINT IN TIME COUNT 2025

AT LEAST

1,749

people were experiencing homelessness in
Greater Victoria on the night of March 25, 2025

318

Unsheltered



493

Emergency
Shelters



73

Couch
Surfing



112

Public
Systems



750

Transitional
Housing



318 stayed in an unsheltered location, such as a public space, park, tent, vehicle, or other place not intended for human habitation

493 in emergency shelters, seasonal shelters, youth shelters, and domestic violence shelters for emergency accommodation

*At least 73** stayed with a friend, family member, or stranger, or at a hotel/motel, because they did not have a secure place of their own

112 stayed in public system settings with no home to return to, such as correctional halfway houses, hospitals, and treatment centres

750 stayed in transitional housing, a temporary type of accommodation meant to bridge the gap from homelessness to permanent housing

In total, **811** people were unsheltered and emergency sheltered

A total of **935** were provisionally accommodated

Another 3 spent the night in an unknown sleeping location

*The total number of people counted to be couch surfing is an undercount as it solely relies on the survey outreach methodology. There are likely many couch surfing individuals not accessing services who do not know about the count.

Survey Findings

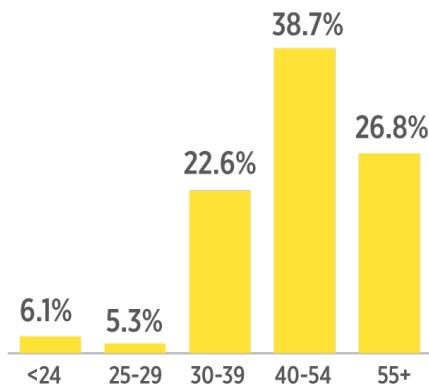
The findings in this section are based on the data shared from 607 people who participated in the PiT Homelessness Needs Survey from March 26th to April 4th, 2025 (see the Technical Appendix for a sample survey and complete data tables).

Surveys were administered throughout the Greater Victoria region, including outdoor locations, housing facilities, shelters, and service agencies. Staff and volunteers conducted surveys to people who provided informed consent and were identified as meeting the project's definition of homelessness, based on their response to the question about where they had slept the previous night.

AGE

People experiencing homelessness in Greater Victoria varied greatly in age. The largest age range among respondents was 40 to 54 years old, accounting for 38.7% of the total. Youth, defined as individuals aged 29 and younger, represented 11.4% of respondents, while seniors (aged 45 and older) comprised just over half of all participants at 51.9%. Refer to Youth and Senior profiles to see breakdown of survey results by age groups.

Age of Respondents

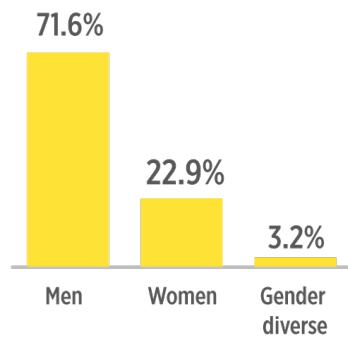


GENDER

Consistent with previous years' PiT Count findings, the majority of respondents identified as men: 71.6% identified as men, 22.9% as women, and 3.2% as gender diverse. In the survey, participants had the option to self-identify as Two-Spirit, trans man, trans woman, non-binary (gender queer), or other gender identities. However, due to the small number of responses in these categories, the data was consolidated into a single 'gender diverse' category to protect participants' identifiable information.

See Gender profile to see breakdown of survey responses by gender groups: men, women, gender diverse.

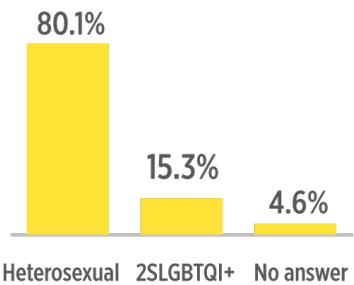
Gender of Respondents



SEXUAL ORIENTATION

A total of 80.1% of respondents identified their sexual orientation as straight/heterosexual. Respondents who identified as 2SLGBTQI+ were able to select from options such as lesbian, gay, bisexual, Two-Spirit, and others. Including transgender identity within sexual orientation helped our descriptive statistics better reflect the diversity of respondents (Reynolds et al., 2025). 15.4% of respondents identified as 2SLGBTQI+ which is considerably higher than the national average of 4.4% (Statistics Canada, 2024). This over representation of 2SLGBTQI+ people experiencing homelessness is consistent with previous years' PiT Count survey findings.

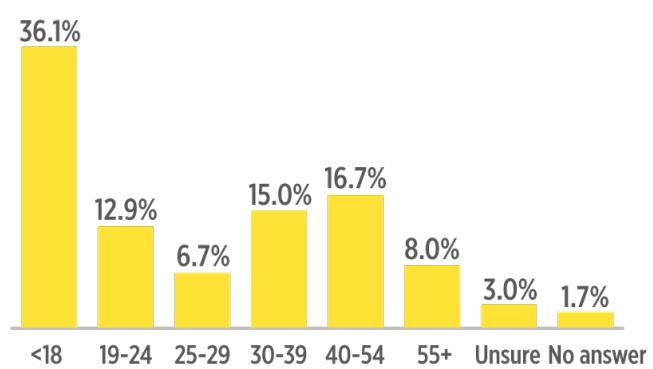
Sexual Orientation of Respondents



AGE AT FIRST HOMELESSNESS

The mean age of first experiencing homelessness was 28.7 ± 15.6 . A majority of respondents (55.6%) indicated that they first experienced homelessness while in their youth (29 and younger), with 36.1% of those experiencing it at age 18 or younger. 17.8% reported first experiencing homelessness as a senior (aged 45 and over).

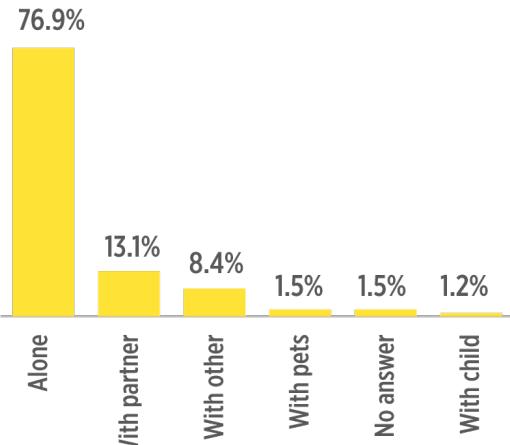
Age at First Experience of Homelessness



SLEEPING ARRANGEMENTS

Over three quarters (76.9%) of respondents spent the last night alone. 13.1% reported staying with a partner, or someone else they considered family (8.4%). Only a small proportion (1.2%) indicated they had children or dependents staying with them.

Living Situation Breakdown



Over three quarters
spent the last night alone.

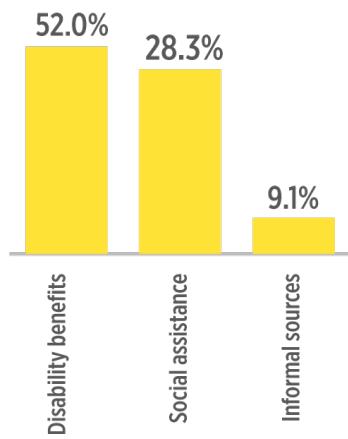
INCOME SOURCES

Respondents were asked to report their sources of income and were able to choose more than one option. Over half (52.0%) of the respondents reported receiving income from disability benefits. This reflects a continued upward trend in income from disability payments, increasing from 36.1% in 2020 to 46.3% in 2023. The second most reported form of income was social assistance or welfare (28.3%), which was followed by informal income sources, including activities like bottle returns and panhandling, at 9.1%.

“Personal instability makes it hard to work and take care of yourself. If you can’t have a home, you don’t have stability”

– Anonymous survey respondent

Income Sources of Respondents



The maximum a single person can make on PWD a month is \$1,483.50 (max \$500 for shelter) and the average cost for a bachelor suite in the Greater Victoria region is \$1,366.

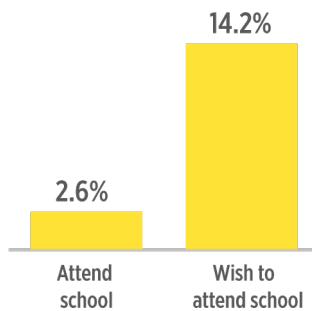
SCHOOL ATTENDANCE

A very small number of respondents reported attending some form of schooling, including high school, post-secondary, adult upgrading, or vocational, at 2.6%. However, 14.2% of respondents said they would like to attend school, which was a notable increase from 3.6% in 2023.

“(Homelessness has) put my life on hold completely – have had to stop online study”

– Anonymous survey respondent

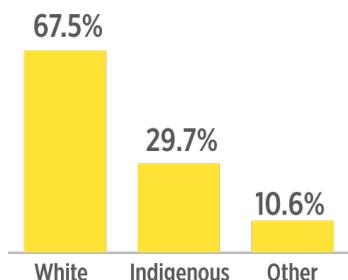
School Attendance of Respondents



ETHNIC IDENTITY

Participants were able to report multiple racial and ethnic identities. The largest racial group was white, with just over two-thirds (67.5%) of respondents. The second largest group was Indigenous (including First Nations, Indigenous, Métis, and Inuit) at 29.7%. A total of 10.6% of respondents identified as people from backgrounds other than Indigenous or White, including Black, Asian, Latin American, or other.

Ethnic Identity of Respondents

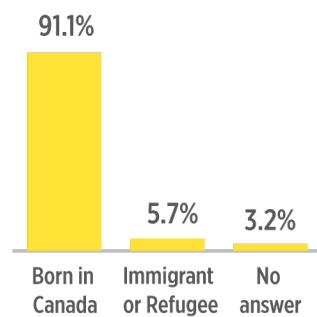


IMMIGRATION STATUS

Most respondents were born in Canada, at 91.1%, while 5.7% came to Canada as an immigrant, refugee, or a refugee claimant.

Remaining respondents were unsure or declined to answer.

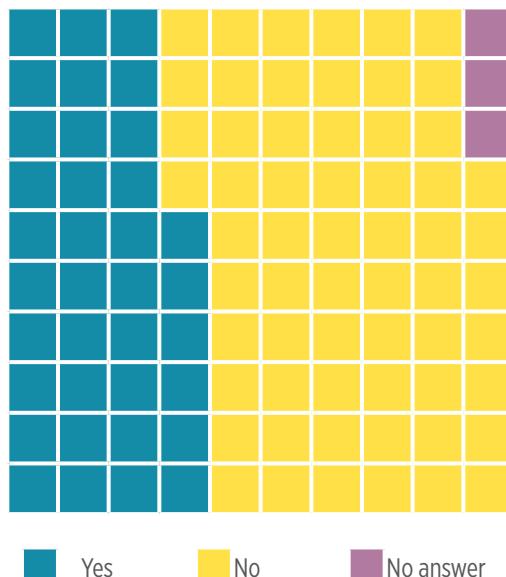
Immigration Status of Respondents



GOVERNMENT/MINISTRY CARE HISTORY

Over a third (35.5%) of respondents were in foster care during their childhood or youth. This is similar to the findings in 2023 of 32.2% and consistent with research that suggests children from government care systems are more likely to experience homelessness. Among respondents with a history of foster care, 32.8% reported becoming homeless within the first year of leaving care, including 7.0% who became homeless on the very day they exited the system. Only 15.6% of respondents reported that Child Protection Services were helpful in supporting their transition from foster care to independent living.

Foster Care Experience (out of 594 responses)



1 square = 1% of respondents (or ~6 people)

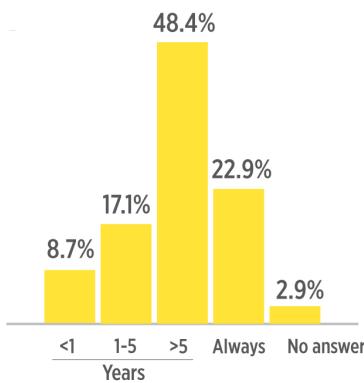
PATTERNS OF MIGRATION

Nearly half (48.4%) of respondents have lived in Greater Victoria for longer than five years, and an additional 22.9% having always been here.

8.7% have lived here for less than one year.

When asked about their reasons for moving to Greater Victoria, the most cited responses were because family moved to the area (29.5%) and to visit friends or family (15.1%).

Time in Greater Victoria



HEALTH CHALLENGES

Just over half (50.2%) of respondents were experiencing an illness or medical condition, such as diabetes, tuberculosis, and human immunodeficiency virus (HIV). Moreover, 52.6% had a physical disability or mobility impairment, 39.5% had acquired a brain injury at some point during their life, and 44.2% had sense related challenges, such as seeing or hearing impairments.

42.4% reported challenges related to learning or cognitive function, which includes attention deficit hyperactivity disorder (ADHD), dyslexia, and dementia. Additionally, 17.5% have some form of intellectual or developmental challenge, such as fetal alcohol spectrum disorder (FASD) or autism.

The majority of respondents reported having a substance use-related issue (80.1%), and just under two-thirds of respondents reported having mental health related challenges (63.9%).

Priority Health Challenges of Respondents



Substance use is a general term that refers to use of legal substances (e.g. alcohol, cannabis) and illegal substances (e.g. heroin, crack, cocaine, illicitly produced fentanyl). Substance use does not necessarily mean addiction. In fact, approximately 80% of Canadians used alcohol in the last 12 months and approximately 8% of the general survey population consumed illegal drugs in the last 12 months. <https://www.canada.ca/en/health-canada/services/canadian-alcohol-drugs-survey/2023-summary.html>

People use substances for a wide range of reasons such as to celebrate, to relax, to feel better or perform better, to cope with difficult or stressful situations and/or trauma (CISUR, 2021). However, the circumstances in which people are born, grow, live, work, and age, known as the social determinants of health, play a critical role (World Health Organization). Substance use can be a response to difficult situations such as poverty, abuse, conflict, and trauma; situations which may precede homelessness. Homelessness, itself, is an extremely difficult and stressful living situation that impacts mental health with experiences of fear, anxiety, and isolation. So, it is no surprise that substance use may increase the longer people are homeless (Reaching Home, 2021) and make it more difficult for them to find housing. Of serious concern is that homelessness increases the risks associated with substance use such as overdoses (Yamamoto et al. ,2019; BC Corners Service, 2025). A risk that is further increased when homeless people are displaced (Barocas et al., 2023).

“It (homelessness) has affected my way of thinking. There are times when I have wanted to end my life. Depression plays a strong role of being homeless”

– Anonymous survey respondent

“Being homeless leads to addiction and mental health crisis”

– Anonymous survey respondent

HOUSING ACCESS: LOSS AND BARRIERS

The survey included a question on barriers to finding housing, where respondents listed costs as the primary reason, including high rent prices (64.5%) and low income (61.1%). Other commonly reported barriers to finding housing included lack of available options (44.8%), substance use related challenges (29.6%), and lack of identification (23.5%).

“Victoria is super expensive, impossible to find a place even when I was working, couldn’t afford it”

- Anonymous survey respondent

Respondents were asked how they had lost their most recent housing, with the option to select more than one reason. Not enough income was the most common reason for losing their most recent housing (25.4%), which was followed by conflict with their spouse or partner (13.2%), and substance use issues (11.7%).

- 44.9% of respondents reported being evicted from their last housing.
- A total of 62.1% of respondents reported losing their most recent housing within the past four years.

Respondents were asked whether they had been discharged into homelessness from various types of accommodations in the last year. 12.1% of respondents reported being discharged from a hospital into homelessness, 11.6% from an emergency shelter stay, and 6.3% from a corrections facility.

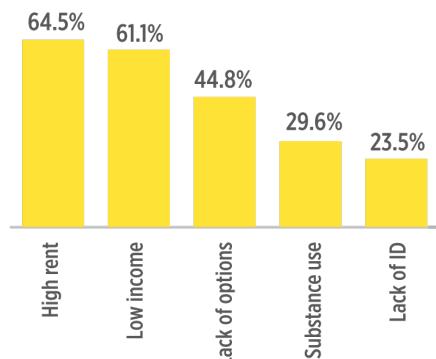
HOUSING WAITLIST

62.6% of respondents have applied for subsidized, supportive, or Indigenous culturally supportive housing. With nearly half (48.2%) reporting being on the waitlist for under one year, and 25.8% waiting for over two years.

“I apply for housing all the time. I’m on every list there is for housing”

- Anonymous survey respondent

Barriers to Housing Access



“(Homelessness is) a hole where it gets too deep you can’t get out, continuing circle. If you don’t have a house, you can’t shower, you can’t eat, you can’t get a job.”

- Anonymous survey respondent



SHELTER STAYS

Just under two thirds (64.9%) of respondents have stayed in a homeless shelter within the past year. Meanwhile, 75.6% of respondents reported having a reason for not staying in a shelter. The most common reasons were safety concerns (46.9%) and fear of theft or losing belongings (37.3%). This contrasts with the 2023 PiT findings, which identified shelter capacity as the main reason for not staying in a shelter.

“Shelters are not safe for technology, phones, tablets often robbed”

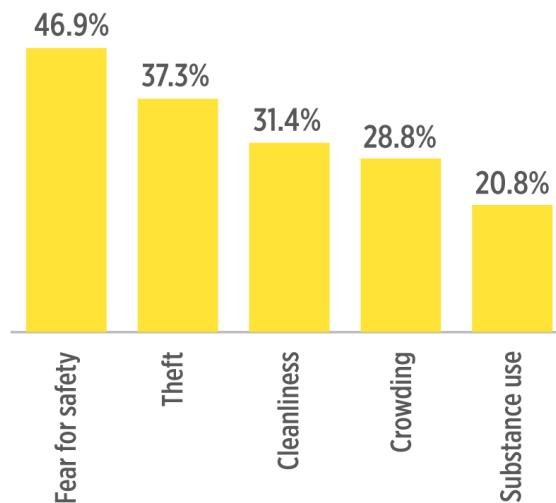
– Anonymous survey respondent

During severe weather events, Extreme Weather Responses (EWRs) are activated to increase availability of emergency shelters temporarily. A total of 69.7% of respondents reported being aware of when EWR shelters are open.

“(It’s) hard to keep up with the emergency weather shelter options”

– Anonymous survey respondent

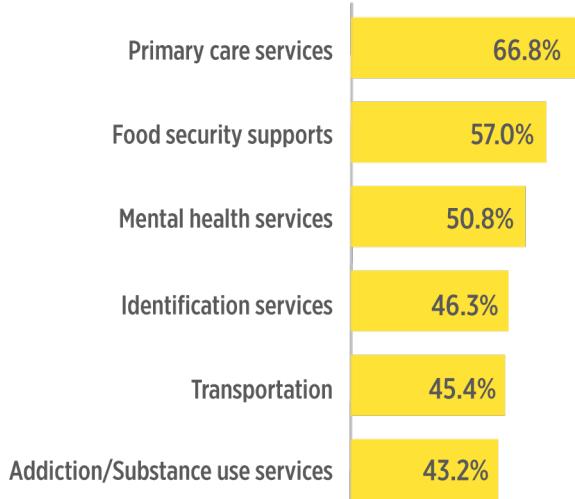
Reasons for Choosing Not to Stay in a Shelter



“The shelter counts are not indicative of anything I would say. Personally, I was never in a shelter, and every young woman that I knew avoided them as well because they had a reputation of being scary places. That is one of the reasons why Housing Justice Project says: “Shelters are not homes.”

– Housing Justice Project

Most Reported Service Needs



LENGTH OF HOMELESSNESS EXPERIENCE

The findings indicate that a substantial proportion of respondents have experienced long-term homelessness. In the past year, **73.4% reported being homeless for a duration of at least 9 to 12 months.** Additionally, over the past three years, **75.2% of respondents experienced homelessness for at least half of that period.**

“(Homelessness) makes it difficult to live a normal life. I miss appointments. I can’t wake up on time or have routine”

– Anonymous survey respondent

Population Profiles

Indigenous

Across Canada, Indigenous peoples experience disproportionately high rates of homelessness in both rural and urban communities. This burden on Indigenous peoples can be attributed to systemic barriers, racial discrimination, and the intergenerational trauma of colonization and experiences of residential schools (Peters & Christensen, 2016). The picture of Indigenous homelessness is further complicated by the high prevalence of hidden homelessness and rapidly changing living situations of Indigenous peoples experiencing homelessness. Research calls on us to recognize the multi-dimensionality of the Indigenous homelessness experience, by recognizing the role of colonialism, trauma, and the displacement of Indigenous peoples has on the prevalence of homelessness in this population (Peters & Christensen, 2016).

The Canadian Observatory on Homelessness defines Indigenous homelessness as:

"Indigenous homelessness is a human condition that describes First Nations, Métis and Inuit individuals, families or communities lacking stable, permanent, appropriate housing, or the immediate prospect, means or ability to acquire such housing. Unlike the common colonialist definition of homelessness, Indigenous homelessness is not defined as lacking a structure of habitation; rather, it is more fully described and understood through a composite lens of Indigenous worldviews. These include: individuals, families and communities isolated from their relationships to land, water, place, family, kin, each other, animals, cultures, languages and identities. Importantly, Indigenous people experiencing these kinds of homelessness cannot culturally, spiritually, emotionally or physically reconnect with their Indigeneity or lost relationships."

(Cited in Thistle, 2017)

INDIGENOUS STATUS

A total of 29.7% (n = 175) of respondents identified as Indigenous, representing a slightly lower count from the 2023 report (32.9%) and the 2020 report (35.0%). However, this figure remains notably higher than the proportion of Indigenous people in the Greater Victoria area, which is estimated at 5% (Statistics Canada, 2021, Victoria Census Metropolitan Area (CMA)). Indigenous respondents identified primarily as First Nations (55.4%), Métis (31.4%), or having Indigenous ancestry (12.6%).

INDIGENOUS COMMUNITY

- 69.6%** of Indigenous respondents shared what community they were from
- 25.7%** came from communities within Vancouver Island
- 9.4%** came from somewhere else in BC, and 34.5% came from communities outside BC

Remaining respondents did not specify or were unsure.

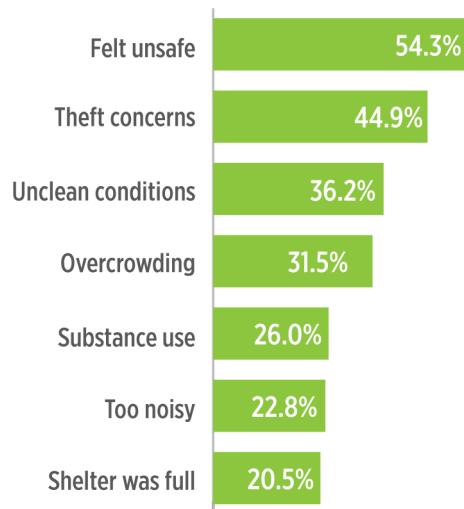
INDIGENOUS SLEEPING LOCATION

On the previous night, 32.6% of Indigenous respondents stayed unsheltered in a public space, while 24.6% stayed at a homeless shelter, and 13.7% at transitional housing/shelter.

INDIGENOUS SHELTER STAY

Just under two-thirds (63.6%) of Indigenous respondents reported staying in a homeless shelter within the past year, while 73.8% indicated that they had a reason for not staying at a shelter. These percentages are similar to those found in the general population survey, though there are notable differences in the reasons cited for avoiding shelters. Like the general population, the most common reasons for not staying at a shelter were concerns about safety (54.3%) and theft/fear of losing belongings (44.9%). However, while 5.0% of the general population cited racism as a reason for not staying in shelters, 12.6% of Indigenous respondents identified racism, an almost a three-fold increase.

Barriers to Shelter Use for Indigenous Respondents



INDIGENOUS BARRIERS TO FINDING HOUSING

Racism as a barrier appeared again when respondents were asked about challenges with finding housing. In the general population 6.3% reported racism, compared to 11.6% of Indigenous respondents. Yet, similar to the general population, the most reported barriers to housing were high rent prices (59.1%), low income (57.9%), and lack of available options (45.7%).

INDIGENOUS HOUSING WAITLISTS

60.8% of Indigenous respondents said 'yes' to having applied for subsidized, supportive, or Indigenous culturally supportive housing. Of those who have applied for housing, 51.0% have been on the waitlist between 0 to 11 months, while nearly a quarter (23.1%) have been on a waitlist for over 2 years.

Indigenous respondents were asked about their access to on-reserve housing, with 17.0% indicating that they were currently on a waitlist for housing. Of those on the waitlist, 51.7% had been on the waitlist for 2 years or more.

INDIGENOUS GENDER

Consistent with findings from the 2023 and 2020 homeless needs surveys, Indigenous women are disproportionately affected by homelessness. While women represent 22.9% of the total survey population, they make up 35.1% of Indigenous respondents. Gender diverse: *Not reported (sample too small)*.

INDIGENOUS AGE OF FIRST HOMELESSNESS

Over two-thirds (68.6%) of Indigenous respondents reported experiencing homelessness as a youth (29 or younger), with 48.3% first encountering homelessness at the age of 18 or younger. This contrasts with the total survey population, where 36.1% first experienced homelessness at age 18 or younger.

FOSTER CARE

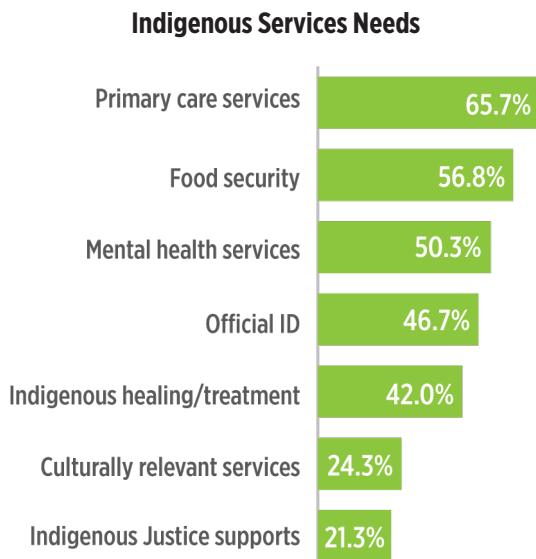
Almost half (48.3%) of all Indigenous respondents have a history of being in foster care, youth group homes, or other child welfare programs. This percentage is markedly higher compared to the general survey population, where 35.5% reported similar experiences. This pattern reflects the broader issue of Indigenous children and youth being disproportionately represented in the foster care system.

RESIDENTIAL SCHOOLS

Of the Indigenous respondents, half (50.3%) reported that either themselves, their parents, or grandparents had attended a residential school.

SERVICE NEEDS

A list of services was read to respondents, who could indicate what services they needed, or state one not listed. Indigenous respondents reported primary care services (65.7%), food security supports (56.8%), mental health services (50.3%), and official identification services (46.7%) most commonly. Additional culturally specific services were also indicated, including Indigenous treatment and support (42.0%), culturally-sensitive services (24.3%), and Indigenous justice navigation (21.3%).



Youth

Youth is defined as individuals aged 29 and younger in this report, a shift from previous reports that used 25 as the threshold. This adjustment was made to align with Statistic Canada which considers youth as those aged 15-29 years old. Furthermore, many youth housing programs provide services to individuals up to 29 years old.

At least 40,000 youth experience

homelessness annually across Canada and this number has been on a steady incline across Canada since the 1980s (Dolson, 2024). The key drivers for youth experiencing homelessness are conflict and the breakdown of relationships, structural factors such as lack of employment or education opportunities, and institutional systems failures that occur when transitioning out of government care (Homeless Hub, 2025). It's important to note that amongst the youth experiencing homelessness in Victoria, the proportion of those who identify as 2SLGBTQI+, and Indigenous are much higher among youth when compared to the general survey population. Youth homelessness requires immediate attention as these early experiences of homelessness are associated with one's ability to maintain housing over the course of their lives (Parpouchi et al., 2021).

■ **69** (11.4%) youths were surveyed.

SLEEPING LOCATION

On the previous night, 47.1% of youth respondents reported sleeping unsheltered in a public place, a higher rate than the 36.8% reported by the general survey population.

SHELTER STAY

Just under two-thirds (63.8%) of youth respondents have stayed in a homeless shelter in the past year, yet 85.1% reported a reason for avoiding shelters, which is 10% greater than the general survey population at 75.6%.

When asked about the reasons for avoiding shelters, concerns for safety (45.6%) and loss of belongings/theft (43.9%) were most commonly reported, followed by crowding, at 29.8%.

BARRIERS TO HOUSING

Similar to the general survey population, the most reported barriers to accessing housing were low income (67.7%), high rent prices (64.6%), and lack of available options (47.7%).

HOUSING WAITLIST

Almost half (48.5%) of youth respondents have applied for subsidized or supportive housing, with 65.6% having been on the waitlist between 0 to 11 months.

REASON FOR LOSING HOUSING

The most commonly reported cause for losing their most recent housing was conflict, with 20.6% of youth respondents specifically citing conflict with parents or other family members.

GENDER

A total of 35.3% of youths identified as women, which is higher than the general survey population at 23.0%. Additionally, 3.1% of the general survey population identified as gender diverse, whereas this proportion was more than doubled among youth, at 7.4%.

SEXUAL ORIENTATION

38.2% of youth respondents identified as 2SLGBTQI+, compared to 15.4% of the general survey population. Furthermore, the proportion of 2SLGBTQI+ youth respondents was over eight times higher than the national average.

This overrepresentation highlights the increased risk of homelessness faced by 2SLGBTQI+ youth, often due to family conflict, rejection, or a lack of supportive environments (Statistics Canada, 2024).

INDIGENOUS YOUTH

Over one-third (36.8%) of youth respondents identified as Indigenous, which is higher than the general survey population of 29.7%.

SLEEPING ARRANGEMENTS

Three-quarters (75.0%) of youth respondents reported that they were alone the previous night.

FOSTER CARE

Almost half (48.5%) of youth respondents currently are, or were, in foster care, a youth group home, or government care, which is more than the general survey population (35.5%).

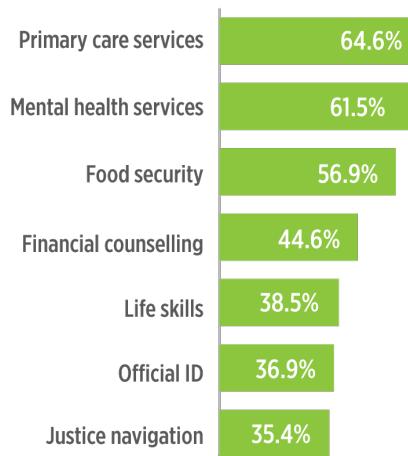
Of the youth who had experience with some form of government care, 48.5% reported becoming homeless within the first year of exiting the system.

57.6% of youth from government care do not believe that Child Protection Services was helpful in transitioning them from the system to independent living.

SERVICE NEEDS

When asked about the service needs, the most common response from youth was primary care, with 64.6%. The next most frequently mentioned service was mental health support, at 61.5%, which is higher than the 50.8% reported by the general survey population. Additionally, youth expressed a greater need for justice navigation services (35.4%) and financial counseling (44.6%) compared to the general survey population, where these needs were reported at 21.0% and 29.8%, respectively. Furthermore, youth also showed a 10% higher demand for life skills services, with 38.5% indicating this need, compared to 27.4% of the general survey population.

Youth Services Needs



Veterans

Respondents were asked whether they had ever served in the Canadian Military or the Royal Canadian Mounted Police (RCMP), to which 5.8% (n= 34) reported that they had.

Despite a limited body of research on veterans' homelessness in Canada, they are a distinct population with unique challenges and institutional relationships. Within the research literature, the proportion of individuals experiencing homelessness who are veterans in Canada is noted as being around 2% or 3% (Canada, 2019). However, in the 2025 PiT Count, 5.8% of respondents reported being a veteran. Relative to the 2023 PiT Count which was 6.7%, this number appears to be staying consistent.

SLEEPING LOCATION

During the previous night, 35.3% of veteran respondents stayed at a homeless shelter, and 26.5% stayed unsheltered in a public space.

SHELTER STAY

Almost two-thirds (63.6%) of veterans had stayed at a homeless shelter during the past year, yet 69.7% had at least one reason for avoiding shelters.

The most reported reasons for avoiding shelters included fear for safety (43.5%) and concern for losing belongs/theft (34.8%).

BARRIERS TO HOUSING

Consistent with trends in the general survey population, low income and high rent prices were reported as the main challenges in finding their own housing, at 58.8% and 55.9% respectively.

HOUSING WAITLIST

Over half (58.8%) of veterans have applied for subsidized or supportive housing, with 65.0% reporting to be on a housing waitlist for some time between 0 to 11 months.

VETERANS AFFAIRS SUPPORT

The majority (78.1%) of respondents who were involved in the military or RCMP said they were not currently receiving support from Veterans Affairs Canada.

SERVICE NEEDS

There is some variability in service needs between those with past involvement in the military or RCMP and the general survey population. Half (50.0%) reported primary care as a service need, which was lower than the general survey population at 66.8%. The next most reported service need was identification services at 38.2%, again, lower than the general survey population at 46.3%. Food security was the third most common service need at 35.3%, compared to the general survey population at 57.0%.

People with Disabilities

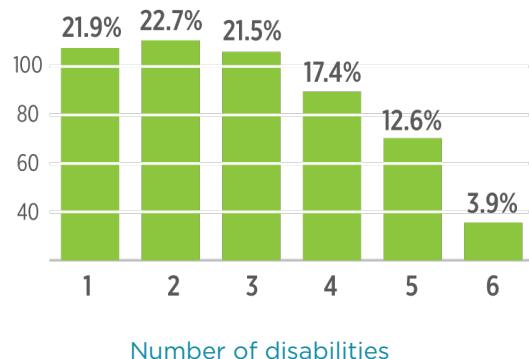
Disability was identified based on respondents who answered 'yes' to at least one question related to physical, learning, intellectual, brain injury, mental health, or sensory challenges. The percentage of people with a disability in the Greater Victoria Region is 36%, whereas the percentage of survey respondents identifying with a disability is 87.3% (n = 516).

The intersection of disability and homelessness is complex and further complicated when more than one disability is present, as is the case for a large majority of respondents with a disability in the 2025 PiT Count. According to research compiled by the Canadian Human Rights Commission (2025), people with disabilities are four times more likely to experience homelessness than those without a disability. They are also more likely to experience hidden homelessness which is consistent with the findings from the 2021 Canadian Housing Survey. Relationship breakdowns, poverty, and health problems are all factors that put someone at greater risk of homelessness and have a higher prevalence among people with a disability relative to those without a disability (Canadian Human Rights Commission, 2025).

NUMBER OF DISABILITIES REPORTED

Among respondents with a disability, 78.1% reported having more than one, with 3.9% indicating as many as six different disabilities.

Number of Disabilities Reported (Among 516 Respondents)



DISABILITY PROPORTION

Among respondents with a disability, 71.9% reported mental health-related challenges, making it the most common. This was followed by physical disabilities (58.9%), sensory challenges (48.1%), learning or cognitive challenges (46.7%), brain injuries (43.2%), and intellectual or developmental disabilities (19.0%).

SLEEPING LOCATION

On the previous night, 35.7% stayed unsheltered in a public space, 24.6% stayed in homeless shelter, and 11.9% stayed at a transitional shelter.

SHELTER STAY

65.7% reported staying at homeless shelter over the past year, yet 78.4% had at least one reason for wanting to avoid staying at shelters.

The most reported reason for avoiding shelters was fear for safety (49.2%), concern about theft or losing belongings (38.7%), cleanliness (32.5%), and crowding (29.4%).

BARRIERS TO HOUSING

The most commonly reported barriers to finding housing were high rent prices (65.3%), low income (63.0%), lack of available housing options (45.9%), and substance use-related challenges (31.5%).

HOUSING APPLICATION

Almost two thirds (63.3%) of respondents have submitted an application for subsidized, supportive, or Indigenous culturally supportive housing. Almost half (49.4%) of respondents who have applied for housing have been on a waitlist between 0 to 11 months, and 43.2% have been on a waitlist for a year or more.

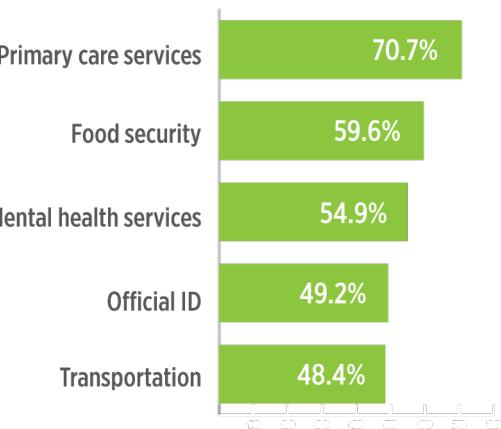
INCOME SOURCES

- 54.7% of respondents with a disability reported receiving income support from disability benefits.
- 28.0% were receiving social assistance or welfare.
- 9.2% reported receiving income from informal sources.

DISCHARGE INTO HOMELESSNESS

- 13.3% of respondents with a disability reported being discharged into homelessness from a hospital in the past year.

Service Needs for Respondents with Disabilities



SERVICE NEEDS BY DISABILITY TYPE

	Physical (n=301)	Learning (n=238)	Intellectual (n=97)	Brain Injury (n=220)	Mental Health (n=367)	Senses (n=247)	Any Disability (n=508)
Primary Care Services	72.4%	76.9%	77.3%	75.5%	74.1%	74.1%	70.7%
Food Security	60.5%	63.4%	67.0%	65.0%	64.6%	64.0%	59.6%
Mental Health Services	54.8%	64.3%	63.9%	60.9%	67.6%	62.3%	54.9%
Identification Services	49.5%	50.8%	54.6%	53.6%	51.8%	54.7%	49.2%
Transportation	51.5%	52.9%	58.8%	46.8%	52.9%	54.7%	48.4%
Financial Counselling	33.9%	38.2%	43.3%	34.5%	36.0%	34.8%	31.7%
Life Skills	30.2%	37.8%	38.1%	35.9%	33.5%	37.2%	29.3%

*Note: Total number of respondents differs slightly from the disability proportion reported earlier due to incomplete survey responses.

Seniors

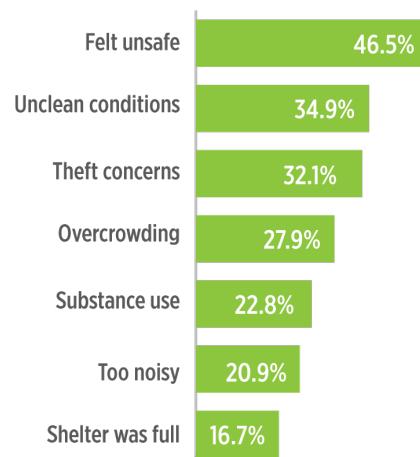
Over half (51.7%) of all survey respondents were aged 45 and older. While previous reports defined seniors as individuals aged 55+, this report expanded the age range to include those 45 and older. This adjustment was made to better capture the accelerated aging process and earlier onset of geriatric conditions often experienced by the homeless population, which is more vulnerable than the general survey population in Canada due to harsh living environments, high levels of stress, and limited access to health services.

Homelessness among those 45+ is diverse with much of this population experiencing homelessness earlier in life due to adverse experiences such as trauma, abuse, and mental health issues (Alston, 2024). It is known that early economic disadvantage may increase the impacts of housing unaffordability which is a core driver of experiences of homelessness later in life. Seniors experiencing homelessness also have unique needs due to the premature development of health problems such as hearing loss, and functional impairments which complicate service navigation (Alston, 2024).

SLEEPING LOCATION

During the previous night, 28.1% of seniors stayed at a shelter, while 27.8% spent last night unsheltered in a public space. 62.6% reported staying at a homeless shelter at some point in the last year, with 71.0% reporting a reason to avoid staying at a shelter. The most commonly cited reason for avoiding shelters was safety concerns (47.0%), followed by cleanliness issues (34.9%).

Barriers to Shelter Use for Senior (+45) Respondents



BARRIERS TO HOUSING

The primary barriers to housing identified by senior respondents were high rent costs (67.8%), low income (56.8%), and insufficient housing availability (46.8%).

HOUSING WAITLIST

Two thirds (66.2%) of senior respondents have applied for supportive or subsidized housing, with just under half (47.3%) stating that they have been on the waitlist for under one year. 23.2% reported being on a waitlist for housing for over two years.

MOST RECENT HOUSING LOSS

Consistent with the findings in the general survey population, the most reported reasons for their most recent housing loss among seniors was not enough income (28.9%).

SLEEPING ARRANGEMENTS

Most seniors (80.6%) reported spending last night alone.

GENDER

The majority of senior respondents were men (78.2%), while 18.5% were women. Gender diverse too small to report.

INDIGENOUS SENIORS

A total of 27.9% of senior respondents are Indigenous.

TIME SPENT HOMELESS

The majority of senior respondents have experienced long-term homelessness, with 74.4% reporting experiencing homeless for the past 9 to 12 months. Additionally, over the past three years, 75.7% have been homeless for half or more of that time.

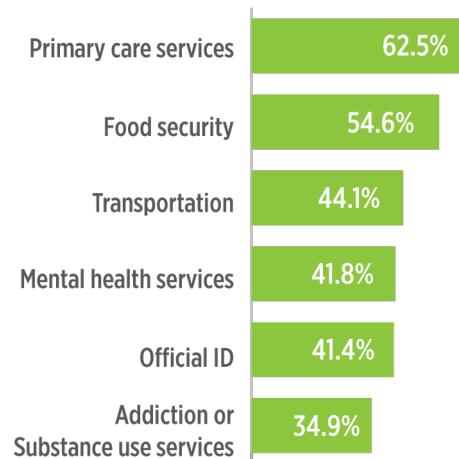
FIRST EXPERIENCE OF HOMELESSNESS

Among senior respondents, 40.6% first experienced homelessness during their youth, while over a third (34.5%) of seniors did not become homeless until age 45 or older.

SERVICE NEEDS

Primary care services were needed by 62.5% of seniors, followed by food security services (54.6%) and transportation (44.1%) as the third most reported need.

Senior Services Needs



“(Homelessness) ages you quicker”

– Anonymous survey respondent

Gender

Respondents were given the option to report their gender as man, woman, trans man, trans woman, non-binary (gender queer), other, or multiple responses. To identify trends while protecting the privacy of smaller groups, responses trans man, trans woman, non-binary (gender queer), other, and multiple responses were aggregated into a single “gender diverse” category. Men made up 71.8% (n= 422) of the total survey population, while women made up 23.0% (n=135), and gender diverse respondents made up 3.1% (n=18)(with remaining respondents declining to answer or choosing the option “I don’t know”).

Men, women, and gender diverse people experiencing homelessness all have different experiences and needs that require appropriate interventions. Though there are many similarities in the results below across genders and men are overrepresented in the population experiencing homelessness, women and gender diverse individuals experience distinct forms of housing insecurity and homelessness due to intimate partner violence, discrimination, and barriers to accessing safe and affirming housing (Yakubovich & Maki, 2022).

SLEEPING LOCATION

Around a third of men (36.4%) and women (33.3%) reported spending the previous night unsheltered in a public space, compared to 44.4% of gender diverse individuals.

SHELTER STAY

Within the past year, 65.5% of men, 64.2% of women, and 83.3% of gender diverse respondents had stayed at a homeless shelter for at least one night. However, nearly three-quarters of all men (73.4%) and women (79.7%) reported having a reason for not wanting to stay at a shelter, with an even higher portion of gender diverse respondents (88.9%) indicating the same.

Concerns for safety were the most commonly reported reason for avoiding shelters among

men (47.5%) and women (52.8%). Theft/fear of losing belongings was also reported as a major concern, by 37.3% of men and 42.5% of women. Gender diverse response too small to report.

BARRIERS TO FINDING HOUSING

Men reported that high rent (64.1%), low income (59.4%), and lack of available options (45.0%) most commonly when asked about what is preventing them from finding housing.

Women most commonly reported low income, at 70.7% compared to the general survey population at 61.1%. Rent prices (69.2%) and lack of available options (44.3%) were the second and third most reported barriers. 13.5% of women listed domestic or sexualized violence as challenge in finding housing, which is over double what is reported by the general survey population (5.2%).

64.7% of gender diverse respondents cited high rent prices as a barrier to finding housing, followed by low income and lack of available options, both at 52.9%.

HOUSING WAITLIST

Around two-thirds of men (62.5%), women (63.4%) and gender diverse (66.7%) respondents have applied for subsidized or supportive housing.

47.3% of men have been on the waitlist between 0 to 11 months, and 27.7% have been waiting for over two years. Among women, 54.1% have been on a waitlist for under a year, while 21.2% have been waiting for over two years. Gender diverse responses too small to report.

FIRST EXPERIENCE OF HOMELESSNESS

About half (56.0%) of men and women (49.6%) reported first experiencing homelessness while in their youth (aged 29 and younger). An even higher proportion (83.3%) of gender diverse respondents reported becoming homeless during their youth.

SERVICE NEEDS

Consistent with findings from the general survey population, primary care was identified as the most needed service across all gender groups, as it was reported by 66.9% of men, 67.9% of women, and 72.2% of gender diverse respondents.

Of the gender groups, women reported the highest need for food security supports (68.7%), compared to 54.0% of men and 44.4% of gender diverse respondents. Additionally, women reported the highest need for mental health supports, at 59.5%, compared to 48.2% of men and 50.0% of gender diverse respondents.

Official identification service needs were highest for gender diverse respondents at 55.6%, but it was notable need for men (44.6%) and women (50.4%) as well.



2SLGBTQI+

Respondents were able to identify as Two-Spirit, lesbian, gay, bisexual, transgender, queer, intersex, and other diverse gender and sexual identities (2SLGBTQI+). Transgender identity was included in sexual orientation to help our descriptive statistics better reflect the diversity of respondents (Reynolds et al., 2025). 15.4% of survey respondents identified as 2SLGBTQI+, which is slightly higher than the 2023 report at 11.9%.

2SLGBTQI+ Canadians have historically accounted for a disproportionate amount of the population experiencing homelessness (Goodyear et al., 2024). Considering the other populations discussed above, 2SLGBTQI+ Canadians who are also members of those other groups experience an even greater risk of homelessness due to the intersectional nature of their experiences. Different than other groups, 2SLGBTQI+ homelessness is often driven by discrimination, both within society and their relationships, as well as within institutions and social systems

(Goodyear et al., 2024). Here it is important to consider the unique experiences of trans Canadians as they face additional barriers within social services as homelessness services, such as shelters, are often gendered.

SLEEPING LOCATION

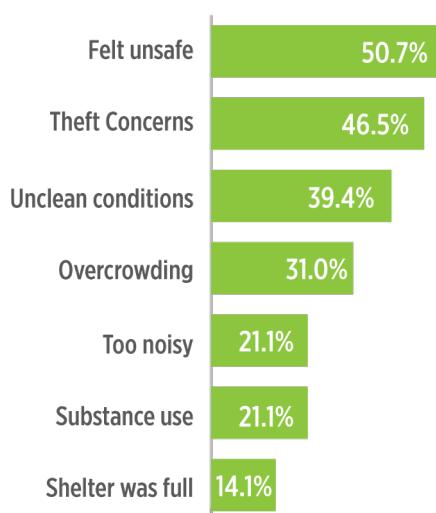
The most common location where respondents spent the previous night was unsheltered in a public space (40.7%), followed by a homeless shelter (28.6%).

SHELTER STAY

In the past year, 67.8% of respondents had stayed in a homeless shelter; however, 80.7% indicated they had reasons for choosing not to stay in one at some point.

Over half (50.7%) of 2SLGBTQI+ respondents cited safety concerns as a reason for avoiding shelters. Concerns about theft or losing personal belongings were also notable, reported by 46.5%, nearly 10% more than the general survey population (38.7%). Additionally, 39.4% of 2SLGBTQI+ respondents identified cleanliness as a reason to avoid shelters.

Barriers to Shelter Use for 2SLGBTQI+ Respondents



HOUSING WAITLIST

Over half (56.0%) of 2SLGBTQI+ respondents have applied for supportive or subsidized housing. Of those who have applied, 52.9% have been on a waitlist for under a year, while 11.8% have been waiting for over two years.

HOUSING BARRIERS

Consistent with the general survey population, the most commonly reported challenges for finding housing among 2SLGBTQI+ respondents was high rent (65.2%), low income (62.9%), and lack of available options (46.1%). Additionally, 36.0% of 2SLGBTQI+ respondents cited mental health related challenges, compared to 21.8% of the general survey population. 5.2% of the general survey population also reported domestic or sexualized violence as a barrier to housing, and this value was over 10% higher among 2SLGBTQI+ respondents at 15.7%.

AGE

The largest age group among respondents was 30 to 39 years old, making up 29.7%, which is slightly younger than the general survey population, where the largest group was aged 40 to 54 (38.7%).

FIRST EXPERIENCE OF HOMELESSNESS

Almost three quarters (74.7%) of 2SLGBTQI+ respondents reported first experiencing homelessness in their youth, compared to 55.6% of the general survey population.

Almost half (46.2%) reported first experiencing homelessness at the age of 18 or younger, which is more than 10% higher than the general survey population at 36.1%.

SERVICE NEEDS

- Primary care services (68.1%),
- Food security supports (62.6%),
- Mental health (59.3%),
- Identification services (54.9%)
- Transportation (50.5%),

Changes Over Previous Counts

By using consistent questions in the Homelessness Needs Survey and standardized methods for enumeration, we can track how the experience of homelessness changes over time at the community level. While various factors may influence results, the trends offer valuable insights into local needs and highlight areas for targeted action. These findings should be considered in the context of any methodological changes that could affect data comparability, but overall, the analysis provides meaningful context for understanding long-term patterns.

Survey Result Changes

While the limitations to data comparability noted above should be considered, the 2025 survey findings revealed several notable changes compared to the 2023 PiT Count:

Increased shelter avoidance: A significantly greater percentage of respondents indicated they did not want

to stay in shelters. In 2023, 45% reported a reason for avoiding shelters; this rose to 75.6% in 2025, an increase of approximately 30%.

Shift in primary reason for avoiding shelters:

In 2023, the most commonly cited reason for avoiding shelters was that they were full. In 2025, however, safety concerns became the most frequently mentioned reason. The percentage of respondents citing safety as a concern increased from 29.7% in 2023 to 44.7% in 2025.

Increase in self-reported substance use challenges:

The proportion of individuals identifying substance use as a challenge rose from 67% in 2023 to 80.1% in 2025.

Greater interest in education:

When asked if they were currently attending school, 3.6% of respondents in 2023 said they were not, but would like to. By 2025, this number had increased to 14.2%, indicating a growing desire among respondents to pursue education.



Limitations

The PiT Count is a valuable initiative for gaining insight into the needs and characteristics of individuals experiencing homelessness within a community. While CSPC has taken steps to minimize the impact of known challenges, several limitations remain, both inherent to the methodology and due to external factors. These limitations can affect the accuracy, reliability, and comprehensiveness of the data collected through both enumeration and survey responses.

SURVEY METHODOLOGY

One key limitation involves the administration of the Homelessness Needs Survey, which is primarily conducted by volunteers from the general public. While all volunteers are required to attend training sessions prior to the PiT Count, these sessions cannot fully eliminate the potential for human error. Common mistakes, such as failing to skip questions when prompted or neglecting to record the survey location, can lead to data inconsistencies or gaps.

This was a challenge experienced in the 2025 PiT Count and could have possibly been heightened as approximately 77% of volunteers were participating for the first time, compared to a more experienced pool in 2023. The large influx of first-time volunteers, although positive in terms of community engagement, may have contributed to a higher rate of procedural errors.

Additionally, since most volunteers do not work within the homelessness-serving sector, there can be issues with trust and rapport during the survey process. Individuals experiencing homelessness may be hesitant to answer sensitive or

personal questions with someone they do not feel comfortable with and may not want to disclose that they are experiencing homelessness at all for fear of judgment, and stigma. This discomfort and lack of feelings of safety can be further exacerbated when surveys are conducted in public or non-private settings, limiting the respondents' willingness to fully engage.

Another notable limitation is the trade-off between the depth of information collected and the time required to complete the survey. Longer surveys can yield more comprehensive data on community needs, but they also extend the time needed per interaction. This results in fewer completed surveys overall, which in turn reduces the number of individuals captured through the unsheltered enumeration process.

ENUMERATION METHODOLOGY

The methodology used in the PiT Count to enumerate individuals experiencing homelessness also has several limitations, most notably the likelihood of undercounting. This is especially true for individuals experiencing unsheltered or hidden homelessness.

Accurately capturing the number of unsheltered individuals is particularly challenging. As mentioned earlier, the unsheltered count relies on screening individuals in through the survey to reduce duplication. However, many individuals may be missed if they are unwilling or unable to participate, for a range of personal or situational reasons. Additionally, for safety and logistical reasons, not all areas can be surveyed during the count period, resulting in further underrepresentation of this population.

Similarly, individuals experiencing hidden homelessness are significantly underrepresented in the count. By its very nature, hidden homelessness is difficult to observe, this population is less likely to access homelessness services or be present in areas where surveys are typically conducted. As a result, they are less likely to be identified and included in the enumeration.

SECTOR CAPACITY

The homelessness-serving sector in B.C. is currently experiencing significant capacity challenges making it difficult to meet the growing demand for services. This limited capacity can act as a constraint on the effective planning and execution of the PiT Count, particularly when key stakeholders are unable to participate in the early planning stages.

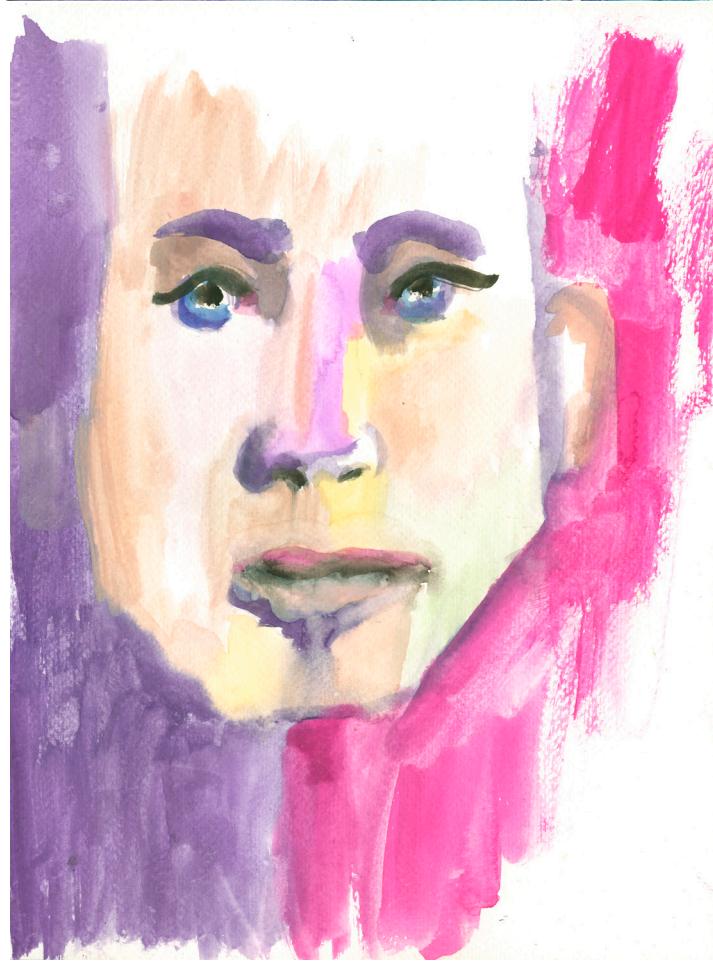
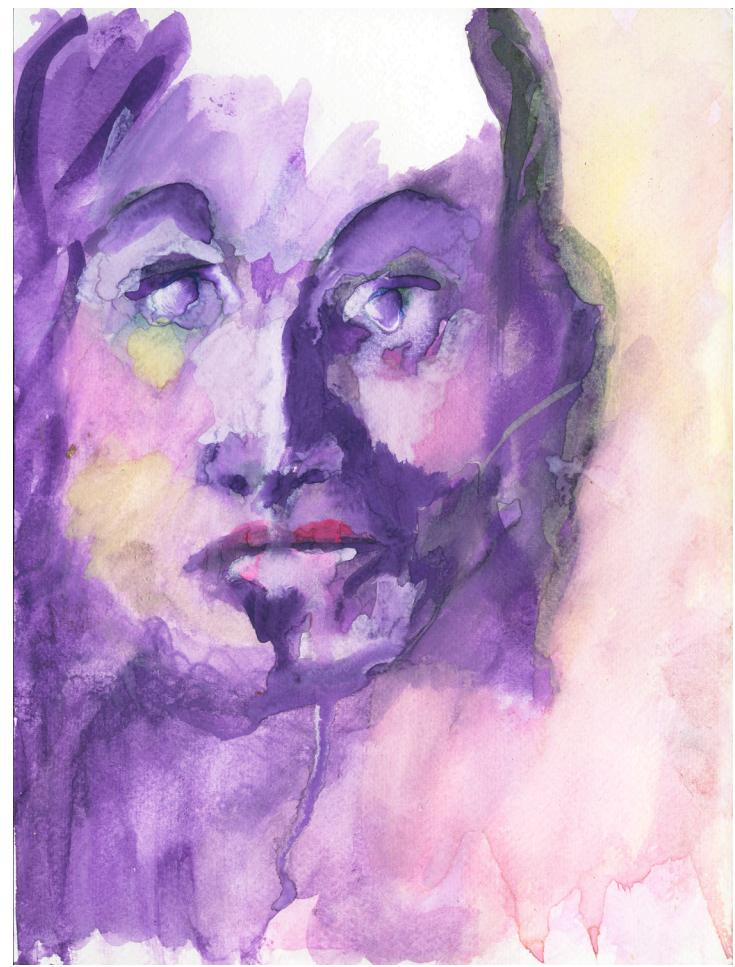
A 2024 report by Vantage Point and partners, including the Vancouver Foundation, found that respondents working in the social-services sector

reported growing demands from clients and communities, along with increased time spent reporting to funders, governments, and other stakeholders (Vantage Point et al., 2024). These increasing pressures make it difficult for organizations to maintain internal operations, and additional tasks, such as participating in a PiT Count, can further stretch already limited staff capacity.

This year, these constraints were reflected in reduced participation from partner organizations in planning committees and survey administration. Some service providers did not have the time or staffing resources to support enumeration efforts within their facilities. Although several new sites were added to the enumeration, others that were previously included could not be included for the 2025 PiT Count and Survey due to a range of factors, including capacity limitations. This impacted the number of surveys completed in certain settings, and sites included.

“Invisible homeless, there are different degrees of homelessness. I lived in my car for 3 years (employed) because I wanted to be alone”

- Anonymous Survey Respondent



These images, faces in different dimensions display the depth, the multiple characteristics of an identity. Each plays an important role in our society.

-Deanne Skinner

Artwork has been added to enrich this report. CSPC is grateful for the artists' contributions.

Conclusion

The 2025 PiT Count provides a crucial, if partial, picture of homelessness in the Greater Victoria region. With 1,749 individuals identified as experiencing homelessness on March 25th, 2025, and 607 surveys collected, this year's count reflects both the persistence of homelessness and the evolving nature of community needs.

Homeless Needs Survey findings provide a look into the unique demographics and service needs of Greater Victoria's homeless population which can be used by decision makers to better provide integrated services. While the enumeration should not be compared to previous years, the survey findings over time provides an opportunity to analyze trends.

This year's findings point to several notable shifts, including increased safety concerns around shelter use, a rise in reported substance use challenges, and a growing interest in pursuing education. These shifts illustrate how the experience of homelessness in our region is changing and highlight the importance of centering the voices of those with lived and living experience to better plan and deliver responsive services.

The 2025 survey also underscores deep-rooted structural and systemic barriers. High rent (64.5%) and low income (61.1%) were the most frequently reported obstacles to securing housing, while 25.4% of respondents reported losing their housing due to inadequate income.

Youth and Indigenous populations remain disproportionately affected. Youth aged 29 and under accounted for 11.4% of respondents, with nearly half (48.5%) having been in government care, many becoming homeless within a year of leaving the system. Indigenous respondents represented 29.7% of the total, despite making up just 5% of

the region's population. These disparities reflect the enduring impacts of colonialism, systemic racism, and intergenerational trauma. Racism was cited as a reason for avoiding shelters by 12.6% of Indigenous respondents, compared to 5.0% in the general survey population, and as a barrier to housing by 11.6% of Indigenous participants.

Discharge into homelessness also remains a significant concern: 12.1% of respondents had been discharged from hospitals, 11.6% from shelters, and 6.3% from correctional facilities in the past year. Furthermore, the high prevalence of disability highlights the need for more accessible and inclusive services, 52.6% of respondents reported a physical disability, 44.2% reported sensory challenges, and 63.9% reported mental health concerns.

These findings offer a meaningful opportunity to explore the root causes of homelessness within our local context and to better understand how it can be prevented in the region. The insights from this report can support service providers and decision-makers in directly responding to the needs of Greater Victoria's homeless population and inform the development of effective programs, services, and supports. This count serves as both a snapshot in time and a reminder that behind each data point is a person, a story, and a fundamental right to safe, appropriate, and permanent housing.



SUPPORTIVE HOUSING IN BRITISH COLUMBIA: IMPACT ASSESSMENT

Date Submitted:
March 31, 2025



Making a difference...together

We gratefully acknowledge the financial support of the Capital Regional District.

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Supportive Housing Impact Assessment

Supportive housing in North America emerged from intersecting social, medical, and policy developments over several decades. For supportive housing to be successful, collaboration across all levels of government, healthcare, the social services sector, and the involvement of each and every one of us is needed.

This report is a supportive housing resource and is designed to provide information on guidelines, impact, and best practices. Further, this resource is designed to support conversations and encourage collaboration and dialogue in support of developing appropriate, safe, affordable housing throughout the region.

When Vancouver Mayor Ken Sim said that he wanted to freeze development of new supportive housing in the city, what kind of housing did you picture? A quiet apartment building? A modest house on a tree-lined street? Was the sidewalk clean, with neighbours coming and going, saying hello? That probably wasn't what you imagined — but it should have been. Because, often, that's exactly what supportive housing is (Burrows & Greening, 2025).

As new research and updates to existing practices become available, this resource will be updated to reflect current knowledge and practice.

The Alliance to End Homelessness in the Capital Region

The Alliance to End Homelessness in the Capital Region (AEHCR) started in 2008 as the Greater Victoria Coalition to End Homelessness (GVCEH) with a mission to end homelessness in the Capital Region. The AEHCR consists of local housing, health & social service providers, non-profit organizations, all levels of government, businesses, post-secondary institutions, the faith community, people with lived & living experiences of homelessness, and members of the general public. This diverse membership, referred to as the Alliance Partners, comes together to collectively address the needs of individuals experiencing homelessness in the Capital Region.

Our Vision:

A region, a province, and a country where everyone has a safe place to call home.

Our Mission:

To ensure experiences of homelessness in the Capital Region by 2030 are rare, brief, and non-recurring and that housing and supports are culturally adaptive, creative, caring, and person centered.

Indigenous Acknowledgement



The territory that we now refer to as the Capital Regional District has a long and storied history as the traditional territory of the Lkwungen (Lekwungen) and WSÁNEĆ peoples, and the Schian'exw (Beecher Bay), T'Sou-ke (Sooke), Elwha Klallam, and Makah First Nations.

We acknowledge and thank these peoples and communities for their continued stewardship, care, and leadership of these lands.

The disproportionate representation of unhoused, homeless, or precariously housed individuals from the Indigenous community points to deficiencies in the system to address the long-standing trauma.

The Alliance to End Homelessness in the Capital Region stands in solidarity with all the Nations to redress the colonial legacy that these lands and her people continue to endure.



Supportive Housing: A Short History

While the concept of supportive housing dates to 19th-century charitable initiatives, formal supportive housing in North America arose 1960s when care for individuals with mental illnesses shifted from psychiatric hospitals to community-based settings after the federal government encouraged policies to “deinstitutionalize” persons with mental illness. Though insufficient in number, several models of group homes and supervised residences were developed. In the 1980s, economic forces, the conversion and demolition of many inner-city SROs and a large reduction in federal housing subsidies saw an emergence of the “new homeless” for example, mothers with young children, veterans, and migrant farm workers (Glauber, 1996).

The origins of supportive housing in Canada are rooted in grassroots initiatives and policy shifts spanning the 1970s to 1990s, shaped by evolving approaches to mental health, addiction, and homelessness.

1970s: Early Foundations in Toronto

Toronto’s Houselink pioneered supportive housing principles in the 1970s by prioritizing stable housing for individuals with mental health and addiction challenges, rejecting preconditions for tenancy. This model emerged alongside deinstitutionalization trends, though it lacked the structured services seen in later programs.

1990s: Vancouver’s Radical Experimentation

Liz Evans’ Portland Hotel Society (1991)

In Vancouver’s Downtown Eastside, nurse Liz Evans began housing marginalized individuals with complex needs (e.g., untreated mental illness, substance use, HIV/AIDS) at the Portland Hotel. Her approach—offering unconditional housing without sobriety or treatment mandates—prefigured the term “Housing First.” Evans observed that stability reduced drug use and mental health crises, demonstrating housing’s role as a foundation for recovery.

While New York’s Pathways to Housing (1992) popularized “Housing First” globally, Evans’ work in Vancouver independently developed similar principles, emphasizing harm reduction and tenant autonomy.

Policy Formalization (2000s–2010s)

Toronto scaled supportive housing by relocating homeless individuals into private or social housing with voluntary supports through Streets to Homes (2005).

At Home/Chez Soi Initiative (2009–2013), funded by the Mental Health Commission of Canada, tested Housing First across five cities, generating robust evidence for its effectiveness with diverse populations, including Indigenous peoples and youth.

These efforts redefined homelessness interventions in Canada, shifting from conditional “staircase” models to rights-based housing access integrated with healthcare and social services.

What is Supportive Housing?

According to the Canadian Mortgage and Housing Corporation (2022), supportive housing lies on the housing continuum as one of the housing options available to Canadians.

Supportive housing offers individuals a place to live that is safe, secure, and home-like with 24/7 support and access to essential services such as health care and community resources. Support services often provided at a supportive housing site may include meals, housekeeping, and social and recreational activities. Supportive housing is designed to maximize independence, privacy and dignity for the individuals living there (Canadian Mortgage and Housing Corporation, 2022).

The 'housing continuum' is a concept used to describe the broad range of housing options available to help a range of households in different tenures to access affordable and appropriate housing. The concept enables to move away from a one-size-fits-all strategy, towards 'the range of housing options available to different households on a continuum.' The housing continuum includes homelessness, shelters and transitional housing, community housing, affordable rental, market rental, and homeownership. (Canadian Mortgage and Housing Corporation, 2022)

Supportive Housing: A Federal Definition

The federal government of Canada does not appear to have a single, standardized definition for supportive housing. However, supportive housing is generally described within federal initiatives like the National Housing Strategy and the Housing First approach as housing that combines affordable units with on-site or coordinated supports. These supports are designed to help individuals maintain housing stability and improve their quality of life, particularly for vulnerable populations such as those experiencing chronic homelessness.

Supportive Housing: A British Columbia Definition

In British Columbia, affordable housing programs include supportive housing, subsidized housing, and non-market rental housing. While each of these programs provides one type of housing in what is termed the housing continuum.

BC Housing defines supportive housing as housing which offers subsidized rentals (where rent is based on income) paired with on-site services for individuals at risk of or are currently experiencing homelessness. This includes vulnerable groups such as those with mental health and substance use challenges and people with disabilities (BC Housing, n.d). As well, in some supportive housing sites, operators use practices such as guest management policies and wellness checks to ensure housing is safe for tenants and staff. (BC Housing & British Columbia Ministry of Housing, 2024, January). Further, supportive housing provides stable accommodation for individuals experiencing homelessness, enabling them to rebuild their lives. (British Columbia Ministry of Housing and Municipal Affairs, 2019; BC Housing, 2022).

Additionally, BC Housing (2024) considers that a rental unit which is located on residential property that is operated by a supportive housing operator, is occupied by a tenant who has

been assessed by the operator as someone who is experiencing or at risk of homelessness and would benefit from housing stability support, has at least one tenant in the unit who has housing stability supports provided on-site by the operator accessible to them, and is not provided on a temporary basis to be a supportive housing rental unit.

Supportive housing has two distinct yet overlapping objectives; to provide a social supports as well as clinical supports. While there is overlap between these two objectives, a specific supportive housing will generally focus on one or the other objective, with non-profit organizations such as Pacifica and Our Place (Olympic Vista, Camas Gardens) operating housing that focuses on social supports and Island Health (McCauley Lodge) focusing on housing that has a clinical focus.

Under the BC Assessment's supportive housing property valuation regulation (Supportive Housing Property Valuation Regulation. BC Reg. 208/2008)¹, supportive housing is considered *class 3 – supportive housing*, allowing for reduced assessed values for eligible properties. Along with this eligibility, supportive housing operators prioritize stability for vulnerable groups and are required to provide health funding, long term housing stays², and onsite supports such as mental health services and life skills training.

While often considered a type of supportive housing, transitional temporary housing, the intermediate step between emergency crisis shelters and permanent housing designed to provide a safe and secure environment, will not be included in this supportive housing impact review. As transitional housing is temporary, it is not treated as supportive housing under British Columbia provincial law.

Supportive Housing: An Indigenous Definition

The Dual Model of Indigenous Housing is a Culturally Supportive Housing model that includes traditional foods, plants and medicines, Elder support, cultural activities, traditional healing practices, building community, family reunification, and Indigenous harm reduction programming for alcohol and substance use. Programming strengthens Indigenous self-identity, builds a sense of place, family, community and purpose (Aboriginal Coalition to End Homelessness, <https://acehsociety.com/culturally-supportive-housing/>).

It must be noted that, in British Columbia, there is a lack of information on Indigenous supportive housing in terms of guidelines, as well as impact of the Indigenous supportive housing in communities around the province. This is much needed research that is critically important and indispensable to undertake.

As changes occur in the homelessness serving and homelessness serving sector adjacent organizations the definitions for supportive housing will likely evolve.

¹ It should be noted that any information provided by BC Assessment that is different from BC legislation, the legislation prevails.

² Long term health stays are defined as housing stays that are equal to, or greater than, 90 days.

Guidelines for Supportive Housing

Supportive housing guidelines in BC are shaped by legislative frameworks, operational standards, and collaborative partnerships. These guidelines include classification and valuation and are governed by the Residential Tenancy Act (RTA), the Residential Tenancy Regulation (RTR), and BC Assessment's supportive housing property valuation regulation. These guidelines address eligibility for supportive housing, tenancy regulations, and operational requirements and are to be followed by all.

While there has been confusion in the housing sector regarding supportive housing and there are some differences in the definition of supportive housing in different municipalities in the CRD; all housing designated as supportive via the RTR and BC Assessment must follow the regulations outlined in the RTA and RTR.

In 2024, the RTR was amended to include a definition of supportive housing units. A unit is considered to be supportive housing if it is (i) located on residential property, (ii) operated by a supportive housing operator, (iii) occupied by a tenant assessed by the housing operator to be experiencing/at risk of homelessness and would benefit from supportive housing, (iv) has at least one tenant who has accessible housing stability support, and (v) is not temporary. This definition precludes inclusion of transitional housing. The RTR amendment also included exemptions to the RTA including enforcement of quiet enjoyment (sections 28), landlord entry (sections 29) and guest restrictions (sections 30(1)(b), whereby a supportive housing operator is able to enter a resident's unit and enforce guest restrictions while not under regulations to provide quiet enjoyment [am. B.C. Regs. 249/2008; 278/2016, Sch., s. 2; 3/2024, s. 2.]. These exemptions are an attempt to balance tenant need with operational flexibility for organizations. Prior to February 2024, supportive housing operators were not able to enforce restrictive guest policies or enact wellness checks as these were prohibited under the RTA.

With the amendments to the RTR (2024), supportive housing operators can now conduct wellness checks and establish guest management policies. The wellness checks conducted, and guest management policies are expected to align with key principles/standards outlined in BC Housing's Operational Standards for Guest Management & Wellness Check Policies (2024) (BCH Operational Standards). The key principles outlined by BC Housing include (i) promoting a safe environment for the wellbeing of tenants and staff, (ii) upholding human rights through rights-based policies, (iii) using an equity, diversity, inclusion, and belonging lens, (iv) ensuring policies are transparent, and (v) providing policies and processes for tenant feedback and complaint resolution for the supportive housing guest management and wellness check policies in place.

While supportive housing operators do not need to implement guest restriction policies, BC Housing requires a written guest management policy for supportive housing tenants and guests. The written guest policy is to establish parameters to support a safe and inclusive environment and set clear expectations for tenants and their guests. The guest management policy needs to provide for the comfort and security of everyone in the building and include methods to mitigate disruptive and harmful guest behaviour. Further, all tenants should be made aware of the guest management policies that are in place. To facilitate the creation of these policies a

limited list of measures is provided in the BC Operational Standards guide that supportive housing providers may draw from to create their guest management policies, including additional direction on the what the measure might contain.

BC Housing also requires a written wellness check policy. The wellness checks are expected to be used to confirm the health and wellbeing of the tenant. As such, the policy created should focus on the health and wellbeing of the supportive housing tenants and set clear expectations for wellness checks. The policy should also use non-judgemental language. The wellness check policy should be provided to all tenants upon move in. Wellness check policies created should respect the privacy rights and confidentiality of the tenant. Of note for BC Housing funded buildings with 24/7 supports, regular health and wellness checks for tenants must be conducted and include escalation procedures if a tenant has not been seen or heard from for an extended period not exceeding 48 hours, according to service agreement rules (BC Housing, 2020). The BC Operational Standards guide provides examples of considerations providers should make when creating or revising wellness check policies.

Following the update to the RTR, the Province of British Columbia provided a residential policy guideline (Guideline 46, 2024) that further clarifies how the RTA applies to different types of housing. This guideline further clarifies the RTR definition of supportive housing. For example, Residential Tenancy Policy Guideline 46 (British Columbia Ministry of Housing, 2024) lists criteria regarding accessible housing stability support with examples. This guideline also provides information that supports the public and the RTB in determination of unit type that may be of use when the RTB is resolving tenant/landlord/housing organization disputes. Generally, the RTB does not resolve disputes that are related to quiet enjoyment, landlord entry for wellness checks and guest restrictions (policies). While all supportive housing falls under the RTA and includes the RTR amendments, some supportive housing operators may use a program agreement to outline program expectations and available services. Such program agreements do not exclude or override RTA requirements.

The 2024 amendments to the RTR were designed to clarify the definition of supportive housing and amend the RTA so that housing operators would have the ability to enforce guest policies and provide wellness checks. These changes have not been without controversy. There continues to be lack of precision when it comes to housing not being temporary, with ministry spokesperson Liam Butler stating that what counts as temporary will be decided on an individual basis. Further, some have argued that the "changes mean staff can confidently implement certain measures without the fear of possible legal challenges" (Skrypnek, 2024, February 21). However, supportive housing tenants no longer have the ability for dispute resolution if they feel the guest management or wellness check policies are untenable, potentially leading to feelings that they are not respected.

The Supportive Housing Framework

In addition to British Columbia Ministry of Housing and BC Housing guidelines and legislation in British Columbia, the British Columbia Ministry of Housing and BC Housing developed a framework (2024) with a set of guiding principles and key program elements, and roles and

responsibilities for BC Housing and supportive housing operators and their staff. The framework is intended to be used to “streamline existing social housing programs to improve administrative consistency and efficiency” (BC Housing, 2024, January, p.2). While the framework is to be used by supportive housing operators who receive funding through funding streams identified through the Supportive Housing Program Framework³, supportive housing operators outside this network are not precluded from using the framework.

The guiding principles outlined in the framework include:

- Establishing supportive housing in communities with demonstrated need
- Resident-focused accessible housing and supports
- Transparent and accountable operations with reliable record keeping and a monitoring system
- Resident-focused services with support services that may be provided on-site or off-site
- A welcoming, safe and secure service environment where the health and safety of staff and residents is of highest importance
- An increase of affordable rental housing options
- Supportive housing that is financially, physically and environmentally sustainable
- Project partners who collaborate to improve program effectiveness

The key program elements for the framework focus on resident eligibility, rent, support services and operating and support services subsidies.

- Resident eligibility includes assessment of income and age. While the primary target population for supportive housing are adults, the eligibility requirements are flexible so that families and youth may also be housed provided appropriate approvals, accommodation and support services are available and are consistent with the supportive housing operator’s mandate.
- A rent-geared to income (RGI) model is used to determine rent payments. Alternately, a flat rate that is appropriate to the target population in the community may also be used to determine rent payments. The support services provided should support residents get and maintain stable housing.
- Financial aid for the difference between the total approved operating expenses and revenues may be provided through a BC Housing operating subsidy

Roles and responsibilities for both BC Housing and supportive housing operators are provided in the framework. Housing operators are responsible for supportive housing management (property and resident), complying with guidelines, program standards and performance standards outlined in their operator agreement, resident record keeping, submitting reports and data, training and managing staff, provision of a service mandate, partnership development, and

³ Funding streams from British Columbia provincial and Canada federal sources included are the Provincial Homelessness Initiative (PHI Phase I, Phase II, SROs, MOUs), Rapid Response to Homelessness (RRH), Building BC: Supportive Housing Fund (SHF), Rapid Housing Initiative (RHI), Homelessness Action Plan (HAP and HAP Enhanced), and Complex Care Housing (CCH). The funding streams are outlined in Appendices 1 through 6 (Supportive Housing: Program Framework, 2024, January)

informing BC housing about critical incidents. For BC Housing roles and responsibilities see the Supportive Housing: Program Framework (2024, January, p. 6).

There is a reporting and review process for supportive housing operators who are funded through the included funding streams and includes several tools to collect qualitative and quantitative information. Information collected supports understanding of supportive housing provider's operational needs, allows for monitoring program success, assists with identification of emerging needs among people who are experiencing homelessness or at risk of homelessness, and aids in future program planning.

What are the Community Impacts of Supportive Housing

Research, impact studies, and evaluations have shown that supportive housing in British Columbia has had, and continues to have, significant positive impacts on residents and communities, particularly through the use of a housing-first approach where stable accommodation and wraparound services for residents are combined.

Supportive Housing Benefits

Supportive housing in British Columbia demonstrates significant positive impacts across individual well-being, community dynamics, and public systems, including economic benefits.

Supportive Housing: Residents' Benefits

The greatest benefits to supportive housing residents are well-being, with marked health and quality of life improvements, and stability. Further, supportive housing residents also benefit from employment and education leading to increased economic and social mobility. While most impacts are positive, health challenges for supportive housing residents are also present.

Positive impacts, with citations, include:

Resident Well-being and Stability.

Housing retention/Housing Stability

Up to 95% of residents in BC Housing-funded supportive housing remained housed after six months

89% still housed after one year

- BC Housing (2022)
- British Columbia Ministry of Housing and Municipal Affairs (2019, September 10)
- Vancity Community Foundation (n.d.)

94% of residents remain housed after six months in modular supportive housing

95% of BC Housing-funded residents maintaining housing for at least six months

81% housed for over a year.

This stability provides a foundation for addressing other challenges.

- BC Housing (2022)
- British Columbia Ministry of Housing and Municipal Affairs (2019, September 10)
- Vancity Community Foundation (n.d.)

Health improvements

On-site services reduce stigma and barriers to care for marginalized populations, such as people who use drugs or alcohol

- MacKinnon, et al. (2022)

Supportive housing residents have 32% lower health costs compared to people experiencing homelessness

- Vancity Community Foundation (n.d.)

56% reported better physical health

44% experienced fewer hospital admissions

39% saw progress in managing substance use issues

- BC Housing (2022)

- British Columbia Ministry of Housing and Municipal Affairs (2019, September 10)

44% improved mental health after six months

- British Columbia Ministry of Housing and Municipal Affairs (2019, September 10)

Programs combining housing with intensive support services, such as Assertive Community Treatment (ACT) teams, have shown better outcomes in reducing addiction severity and improving mental health compared to traditional case management.

- Johnston Consulting (2013)

39% saw progress in managing substance use issues

- BC Housing (2022)

- British Columbia Ministry of Housing and Municipal Affairs (2019, September 10)

40% of residents with substance use issues reported improvements six months after moving in, while 35% maintained stability (not worsening)

- BC Housing (2022)

Evidence on reducing substance use through supportive housing is mixed. Some studies show a decline in alcohol use and hard drug consumption among participants, particularly when programs integrate harm reduction strategies.

Harm reduction approaches embedded in supportive housing are more likely to engage individuals with severe addictions but may not lead to complete cessation of substance use

- Justice in Aging, National Alliance to End Homelessness, National Low Income Housing Coalition, & SPLC Action Fund (n.d.)

Permanent housing provides a foundation for long-term recovery from substance use and mental health challenges

- Peng, et al. (2020)

Quality of life

84% noted enhanced overall well-being

76% of modular housing residents reported improved overall well-being,

- BC Housing (2022)

- Vancity Community Foundation (n.d.)

82% reported positive interactions with neighbours

- BC Housing (2022)

- British Columbia Ministry of Housing and Municipal Affairs (2019, September 10)

- CMHC (2020, November 23)

76% of modular housing residents reported improved overall well-being

- BC Housing (2022) Community Benefits of Supportive Housing

- Vancity Community Foundation (n.d.)

Lower Corrections Rates

Supportive housing residents have 32% lower correctional institution costs compared to people experiencing homelessness

- Vancity Community Foundation (n.d.)

Employment and education (gains in economic and social mobility)

43% of residents gained improved access to employment opportunities, while others pursued education or life-skills training (e.g., cooking, hygiene, and budgeting)

Residents also report increased access to income

- BC Housing (2018i)
- BC Housing (2022)

Resident Challenges.

Health Barriers

72% of tenants reported their health needs were not adequately addressed in Kelowna supportive housing sites

- BC Housing (2018d)

Tenants reported transportation challenges to off-site healthcare facilities

Tenants reported stigma from healthcare providers

- Gibson, et al. (2023)
- Szeto (2023, April 21)

Although supportive housing can provide stability, it does not universally mitigate overdose risks

- BC Housing (2022) Community Benefits of Supportive Housing

Disruptions

Violence and disruptions in supportive housing is closely linked to guests in supportive housing

- (BC Housing & British Columbia Ministry of Housing, 2024, January)

Supportive Housing: Community Benefits

There are multiple benefits for communities with supportive housing. Among these are reduced public service costs, community integration and acceptance, contributions from supportive housing residents and staff, investment in community, and potential increases in property values and neighbourhood safety.

Positive impacts, with citations, include:

Reduced public service costs (cost effectiveness)

Residents in supportive housing have 32% lower health and correctional costs compared to those experiencing homelessness

Are 64% less likely to require ambulance services

- BC Housing (2022) Community Benefits of Supportive Housing
- Eberle, M., Kraus, D., Pomeroy, S. & Hulchanski, D. (2001, February)
- Vancity Community Foundation (n.d.)

Long-term studies note reduced reliance on emergency services

- Gibson, et al. (2023)

- Vancity Community Foundation (n.d.)

Providing supportive housing costs less than addressing homelessness through emergency health and public safety services. Annual costs for unhoused individuals with mental illness average \$55,000 in healthcare/corrections, compared to \$37,000 for those in supportive housing

- BC Housing (2022) Community Benefits of Supportive Housing
- Eberle, et al. (2001, February).

Community Integration and Acceptance

83% of residents report positive neighbourhood interactions

77% had pre-existing neighbourhood connections, foster organic community integration and social cohesion

Community Advisory Committees often dissolve post-implementation due to fewer concerns/infrequent issues, reflecting neighbourhood acceptance

- BC Housing (2022) Community Benefits of Supportive Housing
- Community Benefits of Supportive Housing, CMHC (2020, November 23)

The presence of supportive housing can lead to increased awareness among neighbours about how to address concerns, promoting a collaborative approach to community safety

- BC Housing (2022) Community Benefits of Supportive Housing

Well-planned supportive housing blends into neighbourhoods and, over time, is associated with increased community acceptance and reduced stigma

- Vancity Community Foundation (n.d.)
- British Columbia Ministry of Housing and Municipal Affairs (2019, September 10)

Supportive Housing Resident Contributions

Clean Teams and resident volunteer programs mitigate neighbourhood concerns (e.g., drug paraphernalia)

Residents contribute to the local economy by spending at nearby businesses such as convenience stores, pharmacies, and restaurants

The construction and operation of supportive housing create local jobs; for every new residential unit built, an estimated 2 to 2.5 new jobs are created

Every dollar invested in supportive housing generates \$4 to \$5 in social and economic value for the community

- BC Housing (2022) Community Benefits of Supportive Housing

Supportive Housing Staff Contributions

Supportive housing staff and residents are often active in revitalizing and caring for their communities, contributing to neighbourhood safety and well-being

- BC Housing (2022) Community Benefits of Supportive Housing

Investment in Community

Every dollar invested in supportive housing generates \$4 to \$5 in social and economic value for the community

- BC Housing (2022) Community Benefits of Supportive Housing

Property Values and Neighbourhood Safety



A 2019 study of 13 BC supportive housing sites found that property values in 10 of the 13 areas either kept pace with or surpassed those in surrounding neighbourhoods, countering concerns about negative impacts on property values

Supportive housing directly reduces visible homelessness in communities, as residents are no longer homeless once housed

- BC Housing (2022) Community Benefits of Supportive Housing
- British Columbia Ministry of Housing and Municipal Affairs (2019, September 10)

Supportive Housing: Systemic Benefits

Supportive housing also provides systemic benefits for communities. These systemic benefits include a reduced strain on emergency shelters and hospitals, reductions in the number of individuals experiencing homelessness, increases in social return on investment, and government cost savings at all levels of government.

Positive impacts, with citations, include:

Reduced strain on emergency shelters and hospitals

Decreases hospital admissions by 44%

Reduces lengths of stay by 50% compared to shelter users

- Victoria Tuesday, September 10, 2019
- CMHC (2020, November 23) Community Benefits of Supportive Housing
- Sts. Joachim and Ann Care Service (2024, July 1)

Supportive housing reduces viral loads by 22% and mortality by 37%, directly lowering transmission risks and improving population health metrics for vulnerable groups like those living with HIV

- Peng, et al. (2020)

Increased stability and reduced experiences of homelessness

Supportive housing directly reduces homelessness by providing permanent housing with wraparound services. Residents show progress in accessing mental health support, education, and life skills.

- BC Housing (2022) Community Benefits of Supportive Housing
- Vancity Community Foundation (n.d.)

Supportive housing helps stabilize vulnerable populations, including those experiencing homelessness, women, children, youth, people with disabilities, and Indigenous peoples

- BCH (2018a)
- BC Housing (2021) BCH 2021/22 – 2023/24 Service Plan

Social Return on Investment (SROI)

For every dollar invested in supportive housing in British Columbia, approximately four to five dollars in social and economic value is created

This value is realized through reduced reliance on emergency health, justice, and social services, as well as improved well-being and stability for residents

- BC Housing (2022) Community Benefits of Supportive Housing
- BCH (2018a)
- BCH (2018b)
- BCH (2018d)

Government Cost Savings (savings provide opportunities for municipalities to fund preventive health initiatives)

Approximately 50% of the economic value generated by supportive housing returns to government through cost reallocations, primarily due to decreased use of emergency services, hospitals, justice, and child welfare systems

- BCH (2018a)
- BCH (2018b)

Residents' improved health, reduced interactions with law enforcement, and less frequent use of shelters and crisis services provide cost savings for the British Columbia government

- BCH (2018a)
- BCH (2018b)
- Eberle, M., Kraus, D., Pomeroy, S. & Hulchanski, D. (2001, February)

Supportive Housing: Challenges

Supportive housing is not without its challenges despite its critical role in addressing homelessness. There are regional disparities in service provision for supportive housing residents. Some communities are under-resourced and lack sufficient supportive housing. As well, wrap-around service support may be inadequate, lacking integrated healthcare, mental health support, or culturally appropriate services, particularly for Indigenous communities. Further, opposition to supportive housing projects persists due to public perception to misconceptions linking supportive housing to crime, despite evidence of reduced emergency calls. There are also coordination gaps as non-profit supportive housing operators face pressure to deliver "high-level care" with limited resources and staff burnout, generally leading to reduced care quality. Additionally, funding remains inadequate relative to the number of supportive housing units needed when considering the scale of homelessness in British Columbia.

Supportive Housing Scalability

Pilot projects indicate that building supportive housing is scalable. Modular housing projects that were built in Vancouver and Surrey provide scalable templates that are ready for use (BC Housing, 2022; British Columbia Ministry of Housing and Municipal Affairs, 2019, September 10)

The total number of supportive housing projects completed in British Columbia in the past five years is unavailable. However, there is some good news as 882 supportive housing units have been built between 2023 and 2024 (BC Ministry of Housing, 2024).

Future Requirements for Supportive Housing

Despite positive outcomes for supportive housing, this type of housing still remains a small proportion of the overall housing stock. For example, in Metro Vancouver only about two to three percent of all housing stock available is supportive housing, with similar percentages in other municipalities in British Columbia. Such low percentages highlight the need for more permanent, well-designed supportive housing units to meet the ongoing demand and replace temporary or inadequate accommodation.



While the impacts demonstrated are positive, it must be noted that there has been little research into the impact of supportive housing in British Columbia, with the majority conducted by BC Housing on the housing sites it funds. The majority of this research was conducted prior to the COVID-19 pandemic. Further, limited research for the impact of supportive housing was located for housing that was not funded by BC Housing.

The 2021-2024 BC Housing service plan includes

[m]easuring the percentage of homeless individuals accessing supportive housing and remaining housed six months after placement [to enable] BC Housing to monitor and assess the performance outcomes of programs and initiatives intended to break the cycle of homelessness. The longer an individual is housed, the greater the likelihood they will remain housed (BC Housing, 2021, p. 10).

This statement suggests that there is upcoming research into the impact of supportive housing. Future reporting on the impact of supportive housing will benefit from this additional information.

Supportive Housing Impact

Research on supportive housing in British Columbia demonstrates significant economic benefits by reducing public service costs, creating jobs, stimulating local economies, and improving the lives of vulnerable residents. Supportive housing residents experience greater housing stability, improved health and well-being, and better social integration. It not only addresses homelessness but also generates a high social and economic return for the province and its communities and is a critical intervention for improving health outcomes among marginalized groups in British Columbia. By addressing homelessness as a root cause of health crises, supportive housing shifts systems from reactive emergency care to cost-effective prevention, while improving population health outcomes.

However, the supply of supportive housing remains limited, highlighting the need for continued investment and expansion. Ongoing investment and innovation are required to address the persistent and continuing gaps in care for those who are tenuously housed and/or experiencing homelessness.

Best Practices for Supportive Housing

Best practices for supportive housing are two-fold, including both building supportive housing and operating supportive housing. Best practices for building supportive housing rely on several factors such as conducting a needs assessment, involving individuals with lived and living experience in the design of the building, finding a sustainable source of funding to complete the building, and engaging the community to create community acceptance of the project. Best practices for operating supportive housing include factors such as provision of appropriate wrap around supports for residents, creating a healthy living environment, and supporting and prioritizing community integration.

Best Practices for Creating Supportive Housing

Start with a Needs Assessment

Needs assessments provide information on the demand for units, services and programs, as well as an understanding of the individuals who require support services. The needs assessment can also provide information on the types of support services that are required and could include life skills, mental health counseling, crisis intervention, home maintenance, and opportunities for community involvement. The needs assessment can provide information that leads to a more in depth understanding of the vulnerable population that will access the supportive housing, as well as a greater understanding of individuals that make up that population.

A needs assessment also highlights the need for mobilizing existing partnerships and creating new partnerships to ensure that the support services required are available. Further, required support services gaps are exposed at a stage when finding solutions is not as difficult.

Specific Design Considerations for Indigenous Culturally Supportive Housing

Architectural design of Indigenous culturally supportive housing should contain local materials and be adaptable to climate change. It should also include flexible communal space such as open kitchens. Ceremonial spaces should be integrated into the design of the housing, with dedicated spaces for smudging, prayer, or land-based healing practices.

Indigenous culturally supportive housing should be a community-centred process, with community participatory approaches such as Nunavik's Inuit-led duplex designs (Rachelson, et al. 2019).

Create Relationships

Involve a variety of different partners and collaborators to ensure

- resources and multi-disciplinary support teams to support holistic care are available
- there is community capacity and resources to deliver the needed supportive housing services, including cultural and social programming and physical resources
- the supportive housing built is well-constructed, safe, accessible, and promotes social inclusion, affordability, and tenant dignity
- local community is consulted as this supports better community integration and acceptance between community members and supportive housing residents and staff

Partnerships between different levels of government, housing authorities, and social service providers help ensure the necessary resources are available at the right time, in the right manor. Creating partnerships with and involving local community helps ensure that fears in community are allayed, promoting integration and acceptance.

Funding

Higher and more consistent funding for supportive housing at government levels is needed to maintain on-site supports. As well, social assistance rates should be increased to improve

housing affordability for individuals accessing supportive housing (Canadian Mortgage and Housing Corporation, 2024, January 16).

Design Considerations for Community Acceptance

- Honor neighbourhood character by designing supportive housing projects to blend with the neighbourhood using compatible materials, spacing, and height limits.
 - Protect and enhance privacy and security for residents and neighbours by enhancing privacy and security by applying Crime Prevention Through Environmental Design (CPTED) principles, including setbacks, screening, lighting, and passive surveillance, all while maintaining a welcoming design.
 - Create on-site gathering spaces for supportive housing residents by incorporating a variety of shared amenities, such as playgrounds, daycare, and communal spaces, into the site plan based on the needs of residents. Provide whole community access to some/many/all of these spaces.
 - Incorporate community amenities, like cafes, community art, or retail spaces, into the building design to encourage engagement and provide work opportunities,
 - Ensure adequate parking for residents, including vehicles, bicycles, and mobility aids, to prevent street congestion and minimize impact on neighbours
- Adapted from British Columbia Housing, 2019.

Consider Neighbourhood Design

Brent Toderian, a former Vancouver chief city planner, provided a set of key factors for great neighbourhoods (Toderian, 2019).

Key Factors of a Great Neighbourhood.

1. **Accessibility**
Meets all the basic needs of residents within a short distance. Key services like grocery stores, parks, and community amenities should be easily reachable on foot or by bike.
 2. **Space for Movement and Health**
Encourage active living. Provide easy access to places for walking, recreation, and social gatherings, promoting physical health and mobility.
 3. **Diversity and Inclusion**
Embraces people from a variety of backgrounds and economic statuses. True diversity is celebrated, not just tolerated.
 4. **Green and Sustainable Design**
Designed to reduce its carbon footprint through features like walkability, bikeability, and energy-efficient infrastructure, which together reduce reliance on fossil fuels and lower emissions.
- **Unique Character and Identity**
Has a distinct personality that makes it memorable. Whether through its heritage, vibrant social scene, or unique features.

Adapted from Toderian, 2019.

Best Practices for Operating Supportive Housing

Specific Considerations for Indigenous Culturally Supportive Housing

Indigenous culturally supportive housing must prioritize Indigenous ownership, management, and governance to ensure alignment with cultural values and self-determination.

Culturally Responsive and Inclusive Design, and Non-Discriminatory Approach

Supportive housing operators should ensure that housing and supports are available to all eligible residents regardless of ethno-cultural background, disability, mental health status, gender identity, or sexual orientation. Supportive housing operators should also apply gender-based analysis plus (GBA+) principles to address intersecting identity factors (e.g., race, Indigeneity, disability) and create respectful environments. As well, there should be specific focus on First Nations, Métis, Inuit, and urban Indigenous populations that includes culturally safe practices which are integrated into service delivery.

Supportive housing operators should provide experiential peers to assist tenants transitioning from homelessness with emotional support, resource navigation, and in-home assistance.

Trauma-Informed and Healing-Centered Approach

On-site services environments should be non-judgmental to meet residents where they are, without requiring sobriety or compliance as preconditions, and provide respectful and welcoming access to support services they need (e.g., mental health support, addiction services and community programs).

Supportive Housing residents care should be person-centred, allowing residents to define their own goals with staff support, allowing them to preserve their dignity and personal agency.

Safety protocols are in place to ensure gender-based violence dynamics and secure environments for marginalized groups, including 2SLGBTQIA+ individuals, are provided.

Safety and Security

Supportive housing operators should have, implement and enforce safety protocols, including safe access, privacy, gender-specific spaces where possible, secure sleeping areas, and clear guest management policies.

Safety protocols provided should be reviewed regularly.

Further, supportive housing should be well-maintained housing and include timely repairs to ensure the environment has been “accident proofed” is free from threats to residents or staff.

Resident Focused Support Services

Supportive housing operators should provide on-site or linked support services tailored to residents' needs, encourage independence, and ensure a welcoming, secure environment with appropriate safety measures and privacy.

Supportive housing operators should provide residents with choice in where and with whom they live.

There should also be a focus on medication adherence and preventive care as it reduces long-term complications for supportive housing residents.

Support services provided should be flexible and adaptive to meet residents' changing needs, including accessibility accommodations for physical disabilities and cognitive challenges. As well, these supports should promote independence through dignity-focused support, helping residents build capabilities for stable living.

Access to social networks, employment opportunities, and essential services are provided and encouraged as they combat social exclusion and isolation.

Residents' Rights and Transparent Policies

Residents should have the right to choose services, supports and programs they want to engage in and when they want to engage.

All supportive housing policies affecting residents should be provided to residents, written and verbally if needed. These include, but are not limited to, guest policies and policies for conducting wellness checks.

Residents' tenancy rights should be upheld through transparent policies, complaint procedures, and adherence to the Residential Tenancy Act.

Staff Training and Communication

Supportive housing staff are provided training that includes cultural competency and anti-discrimination practices to ensure staff serve the diverse needs of residents effectively.

Supportive housing staff training is included in staff onboarding and allow for continuous improvement through coaching and mentoring opportunities.

Supportive housing operators should establish clear roles, responsibilities, and communication strategies, including regular meetings and documented protocols for staff.

Integrated and Coordinated Services and Supports

Supportive Housing services and supports should be coordinated across systems, involving collaboration between housing providers, community agencies and government partners.

Funding

Thought should be given to establish a dedicated supportive housing stream to provide operating funding at the beginning of a development for supportive housing organizations that operate housing for Canada's most vulnerable individuals (Canadian Mortgage and Housing Corporation, 2024, January 16).

Rent-geared-to-income (RGI) models, with subsidies ensuring affordability for low-income households should be prioritized.

Monitoring and Evaluation

Coordinated access to ensure equitable access to supportive housing should be implemented, connecting those most in need of housing to appropriate housing that meets their needs and include supportive housing. Coordinated access should not put a burden on applicants, such that applicants should be able to submit a single form to access supportive housing appropriate to their needs.

Policies and practices should be regularly reviewed and updated based on feedback, monitoring, and evolving resident needs.

Regular monitoring, performance reviews, and reporting should be performed to ensure accountability and service quality. This includes program, service provision, and staff reviews and evaluation.

The Benefits of Best Practices for Supportive Housing

There are many benefits to implementing best practices at supportive housing sites. Implementing the best practices provided can reduce homelessness. They may also improve housing stability, decreasing returns to homelessness.

Supportive housing residents' benefits from best practice implementation include, and are not limited to, enhanced physical and mental health outcomes, greater independence, employment possibilities and opportunities, social inclusion, and integration into community.

Community benefits from implementing best practices include, and are not limited to, lower public costs, strengthened community safety, and long-term cost efficiencies.



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AFFORDABLE AND SUPPORTIVE HOUSING DEVELOPMENT: AN INFORMATIONAL RESOURCE FOR CRD COMMUNITIES

Date Submitted:
March 31, 2025



Making a difference...together

We gratefully acknowledge the financial support of the Capital Regional District.

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Affordable and Supportive Housing Development: An Informational Resource for CRD Communities

Pathways into homelessness are influenced by a wide range of factors, such that addressing this complex issue requires innovative and diverse solutions. Tackling homelessness demands collaboration across all levels of government, healthcare, the social services sector, and the involvement of each and every one of us.

The Alliance to End Homelessness in the Capital Region (AEHCR) started in 2008 as the Greater Victoria Coalition to End Homelessness (GVCEH) with a mission to end homelessness in the Capital Region. The AEHCR consists of local housing, health & social service providers, non-profit organizations, all levels of government, businesses, post-secondary institutions, the faith community, people with lived & living experiences of homelessness, and members of the general public. This diverse membership, referred to as the Alliance Partners, comes together to collectively address the needs of individuals experiencing homelessness in the Capital Region.

Our Vision:

A region, a province, and a country where everyone has a safe place to call home.

Our Mission:

To ensure experiences of homelessness in the Capital Region by 2030 are rare, brief, and non-recurring and that housing and supports are culturally adaptive, creative, caring, and person centered.

Indigenous Acknowledgement

The territory that we now refer to as the Capital Regional District has a long and storied history as the traditional territory of the Lkwungen (Lekwungen) and WSÁNEĆ peoples, and the Schian'exw (Beecher Bay), T'Sou-ke (Sooke), Elwha Klallam, and Makah First Nations.

We acknowledge and thank these peoples and communities for their continued stewardship, care, and leadership of these lands.

The disproportionate representation of unhoused, homeless, or precariously housed individuals from the Indigenous community points to deficiencies in the system to address the long-standing trauma.

The Alliance to End Homelessness in the Capital Region stands in solidarity with all the Nations to redress the colonial legacy that these lands and her people continue to endure.



About This Resource

The Office of the Federal Housing Advocate's 2023–2024 Annual Report to the Minister, titled *"Putting People First"* highlights, once again, the persistent lack of housing affordability and choice, particularly for marginalized groups across Canada, including those who are low-income, racialized communities, veterans, Indigenous peoples, 2SLGBTQQIA+, seniors, and others.

Disadvantaged groups continue to fall further behind, with many who are unhoused living in conditions that are either inadequate to their needs or unsafe, largely due to a lack of housing options. The Office of the Federal Housing Advocate states that investing in permanent, affordable non-market housing is crucial to resolving the housing crisis. A study conducted in collaboration with the office revealed just how significant the housing shortage truly is across Canada:

"4.3 million homes are needed for very low- and low-income households, 3.9 million for moderate- and median-income households, and 1.4 million for high-income households, resulting in an overall need of 9.6 million new homes by 2031" (Whitzman, 2023, p.5).

While the urgent need for more affordable housing across Canada is clear, numerous studies highlight community concerns and opposition to new developments, commonly referred to as NIMBYism (Not in My Backyard). This attitude complicates the search for suitable locations to address the housing crisis (Foster & Warren, 2021).

Non-market housing developers throughout the Capital Regional District (CRD) should not be alone in their efforts to secure community support for proposed projects; overcoming this challenge will require a collective effort from all of us.

This resource is designed to support conversations and encourage collaboration and dialogue in support of developing appropriate, safe, affordable housing throughout the region. As new research becomes available, this resource will be updated to reflect current knowledge and practice.

Topics

Public discussions about affordable housing frequently address the following topics:

- Affordability
- Human Rights
- Stigma
- Safety and Crime Rates
- Density, Traffic, and Infrastructure Strain
- Saturation
- Neighbourhood Character
- Property Values

Each of these concerns is addressed in this resource.

National Housing Strategy

On November 17, 2017, the Canadian government released Canada's first National Housing Strategy.

The National Housing Strategy is grounded in the principles of:

- Inclusion
- Accountability
- Participation
- Non-Discrimination

The National Housing Strategy (NHS) is considered to be a promising step forward in addressing housing issues across Canada. However, seven years into its 10-year timeline and with \$60.09 billion spent (Government of Canada, 2017), it has significantly underperformed. The strategy now appears outdated as the challenges faced in 2017 no longer align with the realities of 2024, and the current and future demand. The unhoused population continues to rise, and affordable housing remains scarce.

The NHS seems to primarily offer large loans to private developers through the Rental Construction Financing Initiative (RCF) (NHC, 2022). This initiative only requires developers to make 20% of their units "affordable"; defined as costing no more than 30% of the median gross income for families in that area (CMHC, n.d.). It is also important to note that the RCF calculates median gross income based on census families in that area, not households. Census families only include married or common-law couples and single-parent households, which in turn excludes single adults and roommate situations. Partially due to the nature of this definition, only about 3% of RCF units meet the affordability and suitability criteria for low-income households (NHC, 2022).

"The difference in median household income between those in census families and those who are not is substantial. In 2019, the median family household in Canada earned \$90,390 before-tax, while the median household not in a census family earned only \$31,150.34" (National Housing Council, 2022, pg.26).

The Rapid Housing Initiative (RHI), although one of the smaller NHS programs, has shown promise in addressing the needs of individuals facing homelessness and core housing need as all RHI units are targeted toward individuals with extreme housing needs, with rents capped at 30% or less of their income (National Housing Council, 2022).

Despite a variety of NHS programs, only a small percentage of all units created are accessible to individuals or families in **core housing need**; those living in housing that is unacceptable, insufficient, or beyond their means and are unable to find alternative options within their community. By 2027, an estimated 2.6 million households in Canada will be in core housing need (Office of the Parliamentary Budget Officer, 2024).

Affordability

Affordable Housing

Housing is seen as affordable if 30% or less of household gross income goes to paying housing costs¹ (BC Housing, n.d.).

Table 1

Affordability Examples in BC's Capital Region (2024)

Household Type and Income Source	Pre-tax Full Time Annual Income	Affordable Monthly Rent at 30% of Pre-tax Full Time Annual Income
Single Person on Income Assistance ¹	\$12,720	\$318
Single Person Earning Minimum Wage ²	\$33,508 (2024)	\$835
Median Household Income ³	\$60,800 (2021)	\$1520

1. Government of British Columbia. (2025). *On income assistance*. Government of British Columbia.

<https://www2.gov.bc.ca/gov/content/family-social-supports/income-assistance/on-assistance>

2. Government of British Columbia. (2025). *Minimum wage*. Government of British Columbia.

<https://www2.gov.bc.ca/gov/content/employment-business/employment-standards-advice/employment-standards/wages/minimum-wage>

3. Canadian Rental Housing Index. (2021). *A Snapshot of Renters in Division No. 21*. BC Non-Profit Housing Association.

https://www.rentalhousingindex.ca/en/#comp_cd

Victoria continues to see steady rent increases with the average rent reaching \$2,362 by the end of 2024, despite a dip in the overall Canadian rental market (Laurin, 2025). There are, however, housing programs based on varying housing income limits (HILs) designed to make rental housing more affordable for those who qualify (BC Housing, 2022). It is important to acknowledge that while these programs exist, affordable housing stock is limited. As a result, many often find themselves on waitlists for years before a suitable option becomes available.

Affordable housing programs covered in this resource:

- Supportive Housing Market
- Subsidized Housing
- Non-market Rental Housing

Supportive Housing

Supportive housing offers subsidized rentals (where rent is based on income) paired with on-site services for individuals at risk of or who are currently experiencing homelessness. This includes vulnerable groups such as those with mental health and substance use challenges and people with disabilities (BC Housing, n.d.).

¹ Housing costs include electricity, water, and other municipal services.

Subsidized Housing

Subsidized housing provides long-term accommodation for low-income individuals, with rent calculated based on the household's annual income. Tenants pay 30% of their gross income, with a minimum rent set according to family size. (BC Housing, n.d).

Non-market Rent Housing

Non-market rent units are designed for moderate income individuals who do not meet the criteria for subsidized or supportive housing and need a more affordable housing option. These are usually only slightly lower than private market rentals but often called "affordable" units (BC Housing, n.d).

The Chestnut, managed by Cool-Aid, is an example of non-market rental housing, with rent rates varying by unit type. Studios range from \$500 to \$1,300, one-bedroom units start at \$1,500, and two-bedroom units begin at \$1,950, excluding utilities (Cool Aid, n.d). While these rates are significantly lower than the average rent for a one-bedroom unit in Victoria, financial challenges may still arise for households earning just above the \$57,000 annual income cap for subsidized housing eligibility (BC Housing, n.d).

Human Rights

Article 25.1 of the UN declaration highlights the importance of the right to a standard of living:

Everyone has the right to a standard of living adequate for the health and well-being of himself and of his family, including food, clothing, housing and medical care and necessary social services, and the right to security in the event of unemployment, sickness, disability, widowhood, old age or other lack of livelihood in circumstances beyond his control (UDHR 1948, art.25).

Canadian Charter of Rights and Freedoms

Since its enactment in 1982, the Canadian Charter of Rights and Freedoms has been the foundation of human rights for Canadians. The Charter outlines seven key categories of human rights: fundamental freedoms, democratic rights, mobility rights, legal rights, equality rights, official language rights, and minority language educational rights (Canada, 1982). In addition to the Charter, human rights protections are also provided through international, federal, provincial, and municipal law including the Canadian Bill of Rights (1960) and the Canadian Human Rights Act (1977).

While the Canadian Charter does not explicitly guarantee the right to housing, it does protect the right to life and security of the person, which some argue includes the right to shelter. While the government is not legally obligated to provide housing for everyone, the 2017 National Housing Strategy (NHS) acknowledges housing as a human right and emphasizes the importance of creating more policies to address housing shortages.

The B.C. Civil Liberties Association (BCCLA) is filing a lawsuit on behalf of the unhoused community, arguing that the denial of daytime shelter violates the Canadian Charter of Rights and Freedoms. Since the charter is intended to protect individuals from cruel treatment by the state, they believe that forcing people to move daily and confiscating their belongings infringes upon this fundamental right (Pawson, 2025).

BC Human Rights Code

While the Canadian Charter of Rights and Freedoms primarily focuses on constitutional rights and freedoms for all of Canada, the BC Human Rights Code (Government of BC, 2025, (1996 Version)) is centered on preventing discrimination. Specifically, the BC Human Rights Code safeguards individuals from discrimination in areas such as employment, services, and housing and can be amended by the provincial legislature to better address the needs of the province.

The BC Human Rights Code requires that municipal governments, including regional districts deliver housing services in a way that does not discriminate based on:

- Race
- Colour
- Ancestry
- Place of Origin
- Political Belief
- Religion
- Sex
- Indigenous Identity
- Marital Status
- Family Status
- Physical or Mental Disability
- Sexual Orientation
- Gender Identity or Expression
- Age

Rights in focus: Lived realities in B.C.

In August 2024, B.C.'s Human Rights Commissioner launched a report that takes a focused look at 10 key systems impacting human rights in British Columbia (British Columbia's Office of the Human Rights Commissioner, 2024). This report highlights significant inequities and injustices affecting B.C. residents, shows the current state of human rights in our province, and provides a baseline to monitor change over time. While there are different systems touched upon in this report, this resource focuses on the findings related to housing inequity.

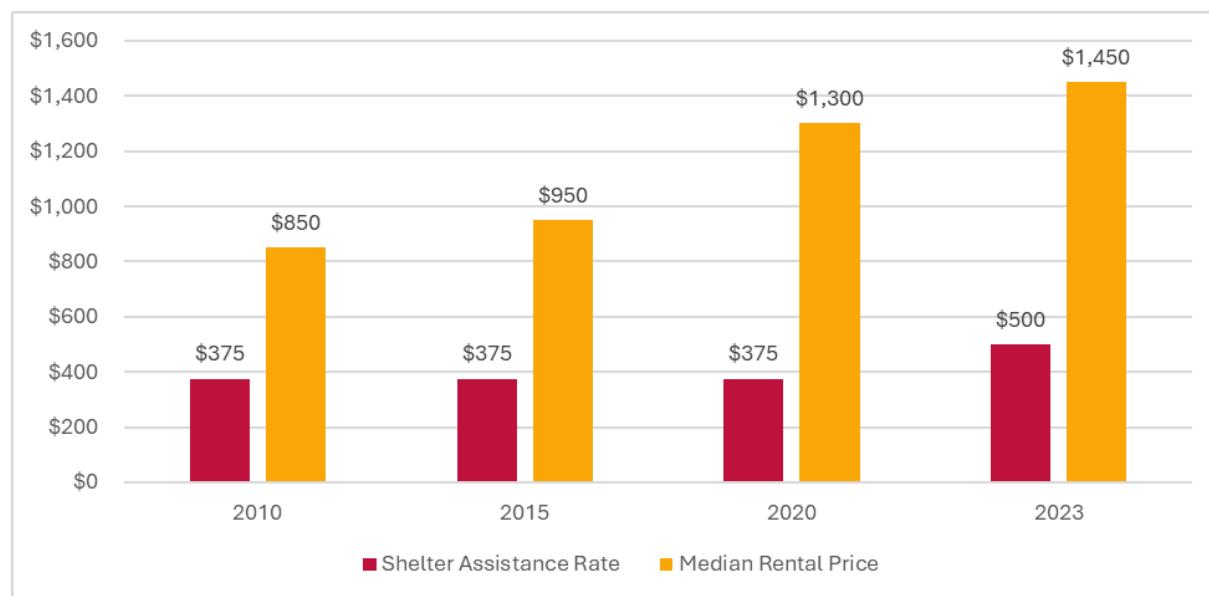
Findings Highlights:

- The right to housing SHOULD guarantee access to acceptable housing for everyone. All levels of government are required to take action to fulfill this essential need, within the constraints of available resources. However, B.C. residents are currently experiencing the highest rate of unaffordable housing in Canada.
- Homelessness and encampments are increasing, with the 2023 homeless count revealing a 31% percent rise in individuals experiencing homelessness compared to 2020/21.
- Women are especially vulnerable to *hidden* homelessness, often seeking refuge in unsafe, inadequate, or exploitative housing rather than facing life on the streets.

- The lack of affordable housing disproportionately impacts marginalized groups, including individuals with disabilities, Indigenous communities, and women, particularly those relying on income assistance.

As well, the report highlighted the considerable inequity between the amount of assistance an individual receives as compared to the cost of rent (see Figure 1). As can be seen, the median rental price steadily increased from almost two and one-thirds the shelter assistance rate in 2010 to almost three and one-half times the amount of assistance received in 2020. While the shelter assistance rate increased by 75% by 2023, the disparity between the median rental prices was still almost three times the amount of assistance received

Figure 1
Median Rent versus Shelter Assistance



Adapted from, (BC's Office of the Human Rights Commissioner, 2024, p.17).

United Nations Declaration on the Rights of Indigenous Peoples

Canada officially adopted the UN Declaration on the Rights of Indigenous Peoples (UNDRIP) in 2016. This legislation outlines the rights of Indigenous peoples worldwide and marks a step forward in renewing Canada's relationship with Indigenous communities to work towards reconciliation. An example of these rights follow.

Indigenous peoples have the right to protect traditional knowledge, conserve their environment, and restore health, including by limiting harmful activities on their lands.

Indigenous peoples have the right to develop their territories and must be consulted and give free, prior, and informed consent before projects that may affect them are approved.

Indigenous peoples have the right to define individual responsibilities to their communities.

United Nations (General Assembly). (2007). *Declaration on the Rights of Indigenous Peoples*.

Stigma and Discrimination

Stigma

A pervasive stigma surrounds homelessness, with society often viewing unhoused individuals as inferior or less worthy, regardless of the complex circumstances that lead to their situation. This stigma is so engrained in society that many individuals on the verge of, or currently experiencing, homelessness feel ashamed to seek help.

A shift in mindset is needed to recognize that homelessness is not the fault of those experiencing it. Many are simply victims of the existing housing crisis, lacking the necessary supports and services to maintain stable housing. It is important to recognize that anyone can find themselves without housing; many are closer to this reality than one might think.

There are numerous ways individuals fall into homelessness, often stemming from individuals falling through the cracks of social systems and lacking the support they need. This includes youth transitioning out of government care, newcomers to Canada, and individuals discharged from hospitals or medical centers without proper planning. Others who may find themselves experiencing homelessness are victims of domestic violence, discrimination, mental illness or poverty. The factors contributing to homelessness are diverse and complex, often involving a combination of interconnected issues (Canadian Observatory on Homelessness, n.d.).

Individuals with disabilities, mental health conditions, or substance use issues often face additional stigma. Some of these challenges may have existed prior to becoming unhoused, or develop or intensify as a result of coping with the harsh realities of living without stable housing (Grossman, 2020).

Stigmatizing individuals or groups based on assumptions, without understanding their unique circumstances, is a very harmful way of living. The unhoused community faces daily stigma, dehumanization, and neglect, all while making difficult decisions about where to sleep and find food—choices that often place them in dangerous situations. Although illegal, these negative attitudes often extend into policy, influencing housing decisions, and healthcare, affecting how people are treated and the support they receive. Without education into the realities of experiences of homelessness and humanizing homelessness, many only find evidence to reinforce their existing negative stereotypes.

Labels are difficult to remove.

Remember, these are real people with lives, families, and connections to the community, they deserve to be treated like it.

Discrimination

Discrimination occurs when the stigma associated with individuals or groups translates into actions. While unfair practices in housing services and selection, driven by stereotypes and stigma, is *illegal*, it still happens. Individuals with mental health conditions, substance use

challenges, or from specific racial backgrounds often face difficulties finding housing due to preconceived biases. Additionally, even those receiving a "livable wage" through government income subsidies are frequently overlooked and discriminated against in favor of individuals with stable jobs or dual incomes (Canada Mortgage and Housing Corporation, 2024).

Unconscious/ Implicit Bias

Unconscious bias refers to the way actions and decisions are influenced by implicit attitudes and stereotypes, often without being aware of it. These biases can be particularly damaging because they are harder to identify and subtly shape our perceptions and choices (Suveren, 2022). For example, someone might publicly advocate for universal access to housing yet unconsciously favor a luxury condo development over affordable housing units in their neighbourhood. This may be influenced by implicit concerns about the potential residents of those affordable housing units, despite their support for equal housing rights.

Unconscious biases can skew perceptions, making it challenging to assess people and situations with fairness and accuracy. It is crucial to consider whether each situation is approached with an open mind or influenced by stereotypes.

Challenging Stigma, Discrimination, and Unconscious Bias

One of the most effective ways to address stigma, discrimination, and unconscious bias is through education. The Pivot Legal Society's report on Anti-Homelessness and Anti-Substance Use Stigma in British Columbia offers valuable insights, featuring firsthand accounts from individuals who are experiencing homelessness. These stories highlight the shared humanity of those on the streets and in poverty, a reminder that many are just one paycheck away from facing similar struggles (Pivot Legal Society, 2018). It is crucial to acknowledge each person's unique story and background and demonstrate compassion as well as offering the required supports. By recognizing the unhoused and those living in unsafe or inadequate conditions as victims of the housing crisis, we can reduce unconscious biases in housing practices and create a more empathetic and supportive communities.

How to Mitigate Unconscious Bias

Acknowledgement and Mindfulness	Question your assumptions, stop and think, why do I think this way?
Take Time	Pause and take time to reflect before deciding. Impulsive choices often arise when we rush.
Perspective Taking	Consider how it would feel to be judged by someone who doesn't truly know you before making your decision.
Think of Counter Examples	Consider various possible outcomes of the situation, rather than relying on old ideas and beliefs just because they are familiar.

Expand	Surround yourself with diverse individuals and explore new experiences.
Learn	Explore different cultures and ways of life, read books about diverse groups of people, and broaden your understanding of others.

Adapted from British Columbia Ombudsperson, n.d.

Safety and Crime

The argument that non-market, low-income housing leads to increased crime is a common worry among NIMBY (Not In My Backyard) advocates, often rooted in concerns about the types of residents who will move into their neighbourhoods. However, numerous studies have shown that crime rates generally do not rise around affordable housing developments (Balintec, 2023).

There have been limited studies examining the impact of affordable and non-market housing developments on crime. Of the few studies conducted, none have found a statistically significant link between low-income housing and crime rates. The location of the housing seems to be a more influential factor than the housing itself as neighbourhood characteristics, such as high density and existing poverty, play a significant role in crime levels. Low-income housing is often situated in areas already affected by high crime rates and entrenched poverty. However, when these neighbourhoods featured a mix of income levels, residents of low-income housing tended to be more successful (Pomeroy & Bissonnette, 2016).

Those who oppose affordable housing in their neighbourhoods need to recognize that their opposition may inadvertently contribute to higher crime rates in the city. When individuals are denied stable housing, they are often forced to take desperate measures to survive. Research shows that secure, stable housing not only improves health outcomes but also helps reduce crime and increase employment (Cohen, 2021). Supporting the development of affordable housing may help address the underlying factors that drive certain types of crime, ultimately creating a safer city for everyone.

The Link Between Crime and Homelessness

Individuals experiencing homelessness face higher arrest rates and more frequent interactions with law enforcement compared to the general population. Since many individuals spend a significant amount of time in public spaces, they often engage in behaviors typically reserved for the privacy of one's home, such as sleeping, using substances, or attending to basic needs like using the washroom. As a result, they face disproportionately high rates of police contact, tickets, citations, arrests, charges, and even jail time for these *quality-of-life* offenses, as well as minor property and drug-related offenses (McCarthy & Hagan, 2024).

It is important to recognize that while there is a connection between homelessness and higher crime rates, this relationship stems from the significant challenges faced by individuals without stable housing. Living in poverty and without secure shelter forces individuals to meet basic needs with limited resources, increasing their vulnerability. As a result, people experiencing homelessness are not only more likely to engage in criminal activities out of necessity, but are

also at a higher risk of becoming victims of crime. The absence of a safe and stable living environment exposes them to a range of dangers. (Reinhard, 2024).

Individuals from vulnerable groups, such as women, gender-diverse people, those with disabilities, and youth, are at a significantly higher risk of being victimized. Youth are especially vulnerable during a critical period of their lives when they should be focused on personal development and building social connections in a safe environment. According to Gaetz et al. "59.6% of homeless youth experienced violent victimization, compared to 7.6% of the public" (2016).

Density, Traffic, and Infrastructure Strain

Density

Residents often have significant concerns about the impact of high-density developments, such as apartment complexes, on their neighbourhoods. Trounstine (2023) examined views of residents in census defined metropolitan areas in the United States and found that many favour single-family homes as they believe that the introduction of apartments results in lower property values, higher crime rates, and a decline in school quality due to increased student enrollment, believing this made their neighbourhoods less desirable.

While increasing the number of units per acre can reduce land costs and make housing more affordable, on its own it's not a guarantee for creating affordable housing. Local governments must actively implement programs and provide concessions to ensure that higher-density developments remain accessible to those who need them most.

Traffic

There are often concerns that higher-density housing will result in greater road congestion. However, there's little evidence to support the idea that increasing housing density leads to increased congestion or longer travel times within neighbourhoods. While it may seem intuitive that more people lead to more cars on the road, urban areas with higher density typically offer more amenities and alternative transportation options, which may reduce the need for car use. The Council of Ministers Responsible for Transportation and Highway Safety (2020) report that having affordable multi-unit housing near job centers and urban amenities often reduces vehicle trips, as residents are more likely to walk, bike, or use public transit while development in suburban areas with less traffic may encourage more people to drive into the city, potentially increasing congestion. With higher-density housing there is an opportunity to expand public transportation and bus routes, while also encouraging the development of nearby amenities that benefit the entire community.

When considering affordability, affordable housing must also account for transportation costs and proximity to public transit. Those in lower-income households, when possible, tend to drive less and rely on public transportation to reduce the higher costs of housing, parking, and maintenance. A study on housing and transportation cost burdens in Metro Vancouver found that some low-income families were spending up to 67% of their monthly income on both

housing and transportation; 33% on housing and 34% on transportation (Metro Vancouver, 2015). This leaves many families with the difficult choice between more affordable housing farther from the city with limited public transit and higher transportation costs or higher housing prices within the city with better transit access.

Infrastructure Strain

High-density residential developments require less infrastructure than low-density housing, which reduces per capita costs and supports the expansion of public transportation and other amenities. According to Metro Vancouver Regional Planning “[t]he costs for onsite infrastructure / servicing for house vs. apartment developments are approximately five to nine times more expensive on a per capita basis” (2023, p.5). High-density residential developments also lead to lower costs on streets, water, and waste management such that the savings could be redirected to make housing more affordable for residents (Metro Vancouver Regional Planning, 2023).

When considering density developments, it is important to consider diversifying and incorporating these developments into neighbourhoods that may be only zoned for single family houses. This would allow for better utilization of public infrastructure that would benefit the entire neighbourhood, especially when aging systems need replacement. Additionally, residential development in existing areas with underutilized infrastructure helps save money for both taxpayers and new residents, as the infrastructure has already been paid for (Metro Vancouver Regional Planning, 2023).

Research also indicates that the cost of providing supportive and affordable housing is lower than the expenses associated with the health and public safety services required to address homelessness (BC Housing, 2022). Thus, by focusing on high-density development and supportive housing, communities can create a more sustainable, affordable, and efficient living environment for all residents.

Saturation

There is a common perception that social services, such as mental health services and shelter sites, should be concentrated in a downtown core area, where a significant portion of the unhoused community generally resides, and that these services should not be extended to other communities. This view often stems from the belief that homelessness is primarily a problem for a downtown core, leading some municipalities to resist providing services out of concern that the issue would spread to their own neighbourhoods (Fenlon, 2024).

As the housing and homelessness crises continue to escalate, more individuals are moving towards the downtown core to access these services and shelters, often facing unsafe conditions with unfamiliar people, in already overcrowded spaces and understaffed resources. This concentration to the downtown core pushes vulnerable individuals away from their communities.



The issue is further complicated by the growing number of complaints about outdoor sheltering in parks, with concerns that these shelters are ruining the parks and neighbourhoods they are in. However, there are currently few viable alternatives. Building housing takes time and substantial financial investment, often requiring non-market developments in other communities, which many object to. Meanwhile, shelters in the downtown core remain overcrowded and many are perceived as unsafe. As of recent estimates, there are 1,665 unhoused individuals in Victoria with 67.4% of them experiencing chronic homelessness, though this number is likely an undercount. (Community Social Planning Council of Greater Victoria, 2023).

Many people are concerned about the impact of individuals with mental health challenges and social service needs have on their communities. The lack of affordable housing, social services, and mental health support often leads to homelessness, forcing individuals to leave their communities in search of help. In reality, mental health challenges are much more common than many realize and the struggle to access these services, and the resulting mental health challenges, highlight the importance of community support for all individuals.

- By the time people reach the age of 40, it is estimated that 50% will have dealt with or developed a mental health issue.
- Annually, in British Columbia, between 19.6% and 26.2% of residents—about one million individuals—will experience mental illness.
- Around 84,000 children and youth in the province are diagnosed with a mental health disorder, but fewer than one-third of them receive the necessary care.
- Approximately 58,000 children lack the support they require, which could increase their likelihood of facing homelessness later in life.

Adapted from (Canadian Mental Health Association, n.d.)

Neighbourhood Character

Neighbourhood residents often express concerns that affordable housing may be constructed with lower-quality materials or that these developments could negatively impact the area, particularly in historic neighbourhoods. There is a fear that such projects may disrupt the neighbourhood's architectural style, reducing its charm and overall appeal. Many worry that the introduction of affordable housing could lead to a decline in property values or alter the social dynamics of the community (British Columbia Housing, 2019).

What Makes Affordable Housing "Affordable"?

Affordable housing isn't made affordable through the use of low-quality materials or poor construction; rather, from affordable financing options available to those constructing the buildings. The National Housing Strategy offers a variety of programs to facilitate this such as the Affordable Housing Fund, which provides funding through low-interest and forgivable loans or contributions to specific partner organizations. In return for lower construction costs developers are required to include a certain percentage of affordable units in their new builds,

with the exact percentage varying depending on the specific program (Canada Mortgage and Housing Corporation, n.d.).

Additionally, partnerships with non-profits, local governments, First Nations, and the private sector can play a key role in identifying underutilized land and securing funding to support these projects. The Federal Lands Initiative offers unused land at little or no cost to applicants who meet the criteria and whose proposals aim to develop suitable affordable housing (Canada Mortgage and Housing Corporation, 2024).

What is Neighbourhood Character?

Neighbourhood character refers to the unique identity of a residential area, including its distinct features and qualities that define its sense of place. This concept is a vital aspect of urban planning, as it encourages the celebration of each neighbourhood's individuality, contributing to a city that thrives on diversity and vibrancy. This is why non-market housing must meet the same standards as market housing, making it indistinguishable from other properties.

Affordable housing developers should seek input during the early stages of design to ensure smooth integration into the perspective neighbourhood. To support this, BC Housing has developed a toolkit for affordable housing developers, providing guidance on how to engage the community and create designs that respect and enhance the area's unique character (BC Housing, 2019).

What Makes a Strong Neighbourhood?

A former Vancouver chief city planner, Brent Toderian, provided a set of key factors that separate great neighbourhoods from merely good ones, emphasizing what truly makes a community stand out (Toderian, 2019).

Key Factors of a Great Neighbourhood

1. Accessibility

Meets all the basic needs of residents within a short distance. Key services like grocery stores, parks, and community amenities should be easily reachable on foot or by bike.

2. Space for Movement and Health

Encourage active living. Provide easy access to places for walking, recreation, and social gatherings, promoting physical health and mobility.

3. Diversity and Inclusion

Embraces people from a variety of backgrounds and economic statuses. True diversity is celebrated, not just tolerated.

4. Green and Sustainable Design

Designed to reduce its carbon footprint through features like walkability, bikeability, and energy-efficient infrastructure, which together reduce reliance on fossil fuels and lower emissions.

- **Unique Character and Identity**

Has a distinct personality that makes it memorable. Whether through its heritage, vibrant social scene, or unique features.

Adapted from Toderian, 2019.

Important Considerations

Ensuring community acceptance throughout both the development and operation phases is crucial for the successful integration of non-market housing into a neighbourhood. BC housing created a series of 5 guides that they consider a “tool kit” to help developers on how to gain the community’s acceptance of non-market housing (BC Housing, 2019). These guides include everything from building partnerships with government to how to address community concerns.

5 Key Design Considerations for Community Acceptance

- **Honoring Neighbourhood Character:** Design buildings to blend with the neighbourhood using compatible materials, spacing, and height limits.
- **Protect and Enhance Privacy and Security for Residents and Neighbours:** Enhance privacy and security by applying Crime Prevention Through Environmental Design (CPTED) principles, including setbacks, screening, lighting, and passive surveillance, all while maintaining a welcoming design.
- **Create On-Site Gathering Spaces for Residents:** Incorporate a variety of shared amenities, such as playgrounds, daycare, and communal spaces, into the site plan based on the needs of residents.
- **Community Features:** Incorporate community amenities, like cafes, community art, or retail spaces, into the building design to encourage engagement and provide work opportunities,
- **Parking:** Ensure adequate parking for residents, including vehicles, bicycles, and mobility aids, to prevent street congestion and minimize impact on neighbours

Adapted from British Columbia Housing, 2019.

Property Values

As housing prices and the cost of living continue to rise, many people fear that the introduction of affordable housing in their neighbourhoods will drive down property values. High property values not only provide financial benefits to homeowners but also signal a desirable neighbourhood, attracting businesses and investments. Many NIMBY (Not in My Backyard) attitudes stem from concerns about decreasing property values. However, NIMBYism is also influenced by zoning legislation in neighborhoods that are strictly designated for single-family detached homes, which prevents the development of projects like apartment complexes and affordable housing. This zoning may help maintain a more upscale feel in these areas by limiting higher-density housing options (Balintec, 2023).

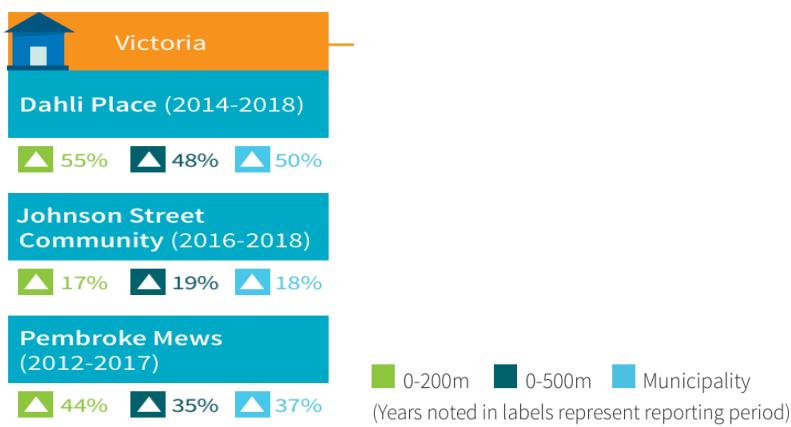


Does Property Value Increase?

In 2020, BC Housing released a report examining the impact of non-market housing on surrounding property values (BC Housing, 2020). The study revealed that property values near the case study sites were either comparable to, or higher than, those of similar properties in surrounding areas. This indicates that the development of non-market housing, including supportive or affordable rental units, does not have a negative impact on nearby residential property values and may, in some cases, lead to an increase.

Figure 2

Percentage Change in Median Assessed Values



* Percentage change shown is the median assessed values for five years post-opening for most common surrounding residential property types (BC Housing, 2020).

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REGIONAL OVERVIEW OF PERMITTED SHELTERING SPACES

Date Submitted:
March 31, 2025



Making a difference...together

We gratefully acknowledge the financial support of the Capital Regional District.

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Regional Overview of Permitted Sheltering

Purpose and Scope

Across the Capital Regional District (CRD), parks and roadways play a central role in community life. They serve as public spaces that foster connection, recreation, and access to many stunning natural spaces. The preservation and maintenance of these areas is a shared responsibility undertaken by municipalities across the region. From rocky coastal trails to temperate rainforests and mountain trails, the CRD boasts some of the most beautiful natural landscapes in the world.

As housing costs continue to rise in recent years, public parks and roadways have become prominent parts of the discussion surrounding homelessness on the island. This shift has brought renewed attention to the legal policies and frameworks governing public space access.

In 2008, the right to shelter in public parks became a question faced by the BC Supreme Court. *Victoria (City) v. Adams* addressed the

inevitable conflict between the need of homeless individuals to perform essential, life-sustaining acts in public and the responsibility of government to maintain orderly, aesthetically pleasing public parks and streets (2008).

The defendants argued that the city's prohibitions against temporary shelters infringed upon the unhoused's right to life, liberty and security of persons, rights guaranteed in section 7 of the Canadian Charter of Rights and Freedoms. Ultimately, the Supreme Court ruled in Adam's favour, declaring that Victoria's prohibition violated the Charter (*Victoria (City) v. Adams*, 2008).

This ruling illustrates the ongoing complexity faced by municipalities in balancing the protection and stewardship of public spaces with the needs of individuals experiencing homelessness. Balancing the needs of those facing homelessness and the public's best interest is the challenge. However, with an increased municipal focus on affordable housing and the needs of those facing homelessness, the CRD is making strides towards tackling the ever-evolving issue of homelessness.

This report examines the evolving discussion surrounding sheltering in parks and roadways through an in-depth analysis of municipal bylaws, provincial regulations, and federal laws governing the 13 districts of Southern Vancouver Island, collectively known as the CRD. This report begins with a brief overview of homelessness in the CRD, drawing upon provincial and regional data sets to frame the discussion of homelessness in the CRD. This is followed by a subdivision of the districts into two separate categories: districts that permit temporary overnight shelters and those that do not. Within each category, there is an analysis of the bylaws for each district. Additionally, each district's Official Community Plan (OCP) is analyzed for discussions of those facing homelessness in their community. While homelessness is an issue that touches every corner of this country, not every OCP includes information on homelessness. Consequently, this report focuses on the OCPs directly addressing that issue. To conclude, this an analysis of regional, provincial, and federal laws governing roads and green spaces is presented.

Indigenous Acknowledgement

The territory that we now refer to as the Capital Regional District has a long and storied history as the traditional territory of the Lkwungen (Lekwungen) and WSÁNEĆ peoples, and the Schian'ew (Beecher Bay), T'Sou-ke (Sooke), Elwha Klallam, and Makah First Nations.

We acknowledge and thank these peoples and communities for their continued stewardship, care, and leadership of these lands.

The disproportionate representation of unhoused, homeless, or precariously housed individuals from the Indigenous community points to deficiencies in the system to address the long-standing trauma.

The Alliance to End Homelessness in the Capital Region stands in solidarity with all the Nations to redress the colonial legacy that these lands and her people continue to endure.

Homelessness in the Capital Regional District

Homelessness in the Capital Regional District (CRD) is a multifaceted and evolving issue that intersects with housing availability, affordability, mental health, substance use, and broader social and economic factors. While the region has taken steps toward addressing these challenges through investments in supportive housing and community-based services, a significant number of individuals continue to experience housing instability or live without adequate shelter. In 2023, the Point-in-Time (PiT) count conducted across the CRD identified 1,665 individuals as experiencing homelessness in Greater Victoria. PiT counts serve as valuable snapshot for decision makers, providing helpful information to government and community and non-profit organizations, guiding these organizations towards programming and policies that reflect the needs of those experiencing homelessness and those at risk of homelessness. However, PiT counts are an undercount of the unhoused population. Those experiencing homelessness are not universally visible to the public, thus the PiT count provides information that is considered to be a minimum number of individuals experiencing homelessness. Consequently, the PiT Count stands as an underestimate and does not reflect the number of individuals experiencing hidden homelessness, including those fleeing violence, hospital patients and couch surfers.

Despite the limitations imposed by the PiT count, PiT studies provide snapshot data of homelessness in the region. In 2023, of the 1665 individuals surveyed, 32.9% identified as Indigenous. The Indigenous community represents nearly a third of the unhoused population surveyed but only accounts for 5% of Victoria's population (Davis et al., 2023).

All of the districts across the CRD exist upon the unceded territories of the lək'ʷəŋən (Lekwungen) and WSÁNEĆ peoples, represented today by the Schian'exw (Beecher Bay), T'Sou-ke (Sooke), Elwha Klallam, and Makah First Nations. These communities are not immune to the history of colonization, and for the unhoused Indigenous individuals seeking shelter in city parks, these bylaws hold far less precedent than their ancestral claim to these lands. In 2018, this became a legal issue when the District of Saanich attempted to remove an encampment from Regina Park. One of the defendants, Christine Brett, refused to vacate, stating that she "had seized Regina Park land pursuant to a proclamation from the year 1700" (Saanich (District) v. Brett, 2018). Legal cases like Saanich v. Brett, alongside the disproportionate representation of Indigenous peoples amongst the unhoused community highlight the ongoing challenges and structural inequities that continue to affect Indigenous communities across the country.

Finally, this report would like to note the challenge that people of colour, women and members of the 2SLGBTQI+ community face many additional challenges as members of our community facing homelessness. Family members and/or landlords with personal biases or prejudice can increase the likelihood of housing insecurity in these communities. In the broader discussion of homelessness, we need to ensure that the needs of these diverse communities are met with equality, compassion and care.

What is Homelessness?

Understanding homelessness begins with our collective understanding of what it means to be living without permanent shelter. Homelessness, as it is defined by the Canadian Observatory on Homelessness (COH) "describes the situation of an individual, family, or community without stable, permanent, appropriate housing, or the immediate prospect, means, and ability of acquiring it" (Gaetz et al., 2012). Within that framing, the COH provides a typology to assist our understanding of the issues at hand. This typology includes:

Unsheltered or absolutely homeless and living on the streets or in places not intended for human habitation;

Emergency Sheltered, including those staying in overnight shelters for people who are homeless, as well as shelters for those impacted by family violence;

Provisionally Accommodated, referring to those whose accommodation is temporary or lacks security of tenure

At Risk of Homelessness, referring to people who are not homeless, but whose current economic and/or housing situation is precarious or does not meet public health and safety standards. (Gaetz et al., 2012)

Using a comprehensive and multifaceted understanding of homelessness allows for a nuanced approach to addressing its root causes and finding sustainable solutions that consider the diverse needs of those affected.

Additionally, we use the terms "unhoused" and "persons/individuals experiencing homelessness" instead of "homeless people/individuals." As an adjective, homelessness emphasizes what an individual lacks, whereas unhoused or experiences of homelessness emphasize what has happened to the individual in question. The terms "unhoused" and "experiencing homelessness" reinforce the idea that housing is not a privilege but a fundamental human right and can impact how we advocate for positive change in public discourse and political policy.

Understanding homelessness through a systemic lens allows us to move beyond stereotypes and misconceptions that place undue blame on individuals. Instead, it highlights the broader economic, social, and political forces—such as rising housing costs, stagnant wages, and insufficient social support systems—that contribute to the growing number of unhoused individuals.

Sheltering in the Capital Regional District

This section contains information on municipalities that permit sheltering overnight and those that do not. This is followed by a discussion of sheltering in parks and bylaws that address sheltering on roadways. From there, provincial and federal regulations that overlap with the CRD are analyzed, providing a thorough understanding of the legal landscape.

Municipalities that Permit Sheltering

Seven municipalities within the Capital Regional District permit temporary overnight shelters in parks: Central Saanich, Colwood, Langford, North Saanich, Saanich, Sidney, Victoria, and the electoral districts of Salt Spring Island, Juan de Fuca and the Southern Gulf Isles. Each jurisdiction has bylaws governing the use of municipal parks and roadways. This section examines those bylaws on a case-by-case basis. For each district, a brief introduction and a map of municipal parks is provided, followed by an overview of relevant bylaws related to sheltering in parks and, subsequently, sheltering on roadways.

Central Saanich

Located in the heart of the Saanich Peninsula, Central Saanich is on the traditional territory of the WSÁNEĆ people, which includes WJOŁEŁP (Tsartlip) and STÁUTW (Tsawout) First Nations. Home to over 17,000 residents (Central Saanich, 2025), the municipality governs 25 parks, (see Figure 3).

Parks.

Figure 1

Central Saanich Parks and Trails Map



Note: Municipality of Central Saanich, date unknown

These parks are covered by the Parks, Beaches, and other Public Places bylaw, adopted by Central Saanich in 1985. The bylaw contains 31 sections, and section 13 directly addresses the question of temporary overnight shelters (Central Saanich, 1985).

Section 13 begins:

No person may erect or construct, or cause to be erected or constructed, a tent, building or structure, including a temporary structure such as a tent, in a park without first obtaining written permission from the District.

Subsection (a) directly underneath this section stipulates that an unhoused individual may shelter "where there is no accessible shelter accommodation available in the District." As we demonstrate, this conditional language appears consistently across municipalities in the CRD that permit sheltering. However, there are limited emergency shelters for the unhoused outside of Victoria in the CRD. Consequently, this language is somewhat misleading, although it may suggest that Central Saanich is looking to develop accessible accommodation within the district.

Additionally, subsection (a) outlines a list of "Prohibited Areas" within the district, and individuals must consult this list to determine where sheltering is not permitted. "Prohibited Areas," according to the district, include:

maintained or landscaped public lawns, beaches, playgrounds, gardens, tennis courts or other sports facility courts, sports fields, dugouts, stages, bleachers, washroom facilities, picnic shelters, gazebos, pathways, driveways, roadways, lanes, bridges, docks, wharfs, boulevards, areas of a Park that have otherwise been issued a permit pursuant to this bylaw, and all other offices, community and recreational facilities, and parking lots that are owned by the District (Central Saanich, 1985).

This regulation includes several public use spaces designated for a specific function, such as tennis courts, playgrounds, or pathways. Restricting the unhoused from sheltering on or in these spaces seemingly prioritizes preserving designated recreational and public-use areas, reflecting a municipal interest in maintaining access, safety, and intended use. However, the extensive scope of these restrictions may limit the number of viable locations available for individuals seeking temporary shelter, particularly in municipalities without dedicated emergency shelter facilities. Including "maintained or landscaped public lawns" as a prohibited area restricts the unhoused to rugged and hidden sections within public parks.

Subsection (b) introduces a time-based limitation for the unhoused, with a designated window between 7:00 p.m. and 9:00 a.m. While designed to address potential safety, maintenance, and public use concerns, they can contribute to recurring displacement for individuals without access to permanent shelter.

This restriction adds further complication when personal possessions are considered. Sheltering in a park outside of the designated hours places the personal possessions of an unhoused individual at risk of seizure or disposal. Police and Bylaw officers possessing seized property may classify unhoused belongings as "refuse," landing these belongings in the trash. All remaining "chattel" seized by the

District can be challenging to retrieve. The loss of personal property often places an emotional and/or economic burden on the individual in question, jeopardizing their health and well-being

Subsection (c) of the bylaw introduces a further limitation, prohibiting temporary overnight shelters from adjoining or connecting to one another. While intended to prevent the establishment of encampments, this clause may also limit the sense of safety or mutual support that can arise from proximity to others. Individuals may be reluctant to leave their temporary shelter due to concerns about the security of their belongings in their absence.

Roadways.

Central Saanich has legislated two separate bylaws regarding sheltering on roadways: Bylaw No. 2018, established to regulate traffic and the use of highways, and Bylaw No. 804, addressing Parks, Beaches, and other Public Places.

Bylaw No. 2018 prohibits individuals from stopping on a highway, road, street or lane "for the purpose of temporarily residing or sleeping between 9:00 pm and 6:00 am" (Central Saanich, 2019). This bylaw restricts individuals from sleeping on a roadway, excluding private property and parking lots. Frequently regulated by time restrictions or parking fees, parking lots often have restrictions that significantly impact one's ability to shelter. The bylaw concerning Parks and Beaches also prohibits motor vehicles from remaining in a public park between 11:00 pm and 6:00 am.

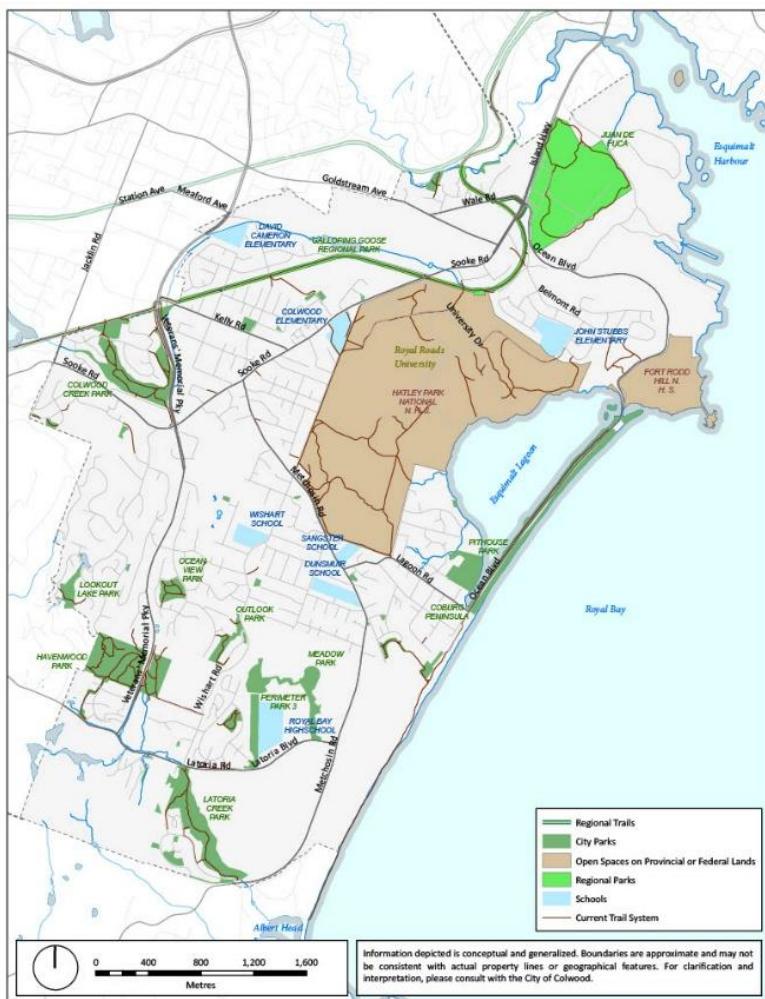
Although primarily intended to ensure public safety, these restrictions limit access to key spaces that individuals might rely on for temporary refuge, especially when emergency shelters are unavailable. These regulations can contribute to the cycle of displacement faced by individuals without stable housing. When forcibly displaced, the unhoused must relocate or face penalties for non-compliance. Failure to comply with these bylaws only places an additional economic burden upon individuals who frequently lack a significant and consistent means of income.

Colwood

Located on the ancestral lands of the Teechamista and the ləkʷəŋən-speaking people of the Songhees and Xwsepsum Nations, the City of Colwood is home to approximately 19,000 residents as of April 2023 (Colwood, 2023). With over 7 km of "pristine ocean waterfront," and 52 parks (illustrated in Figure 4), this fast-growing seaside community is home to several historic sites, including Hately Castle at Royal Roads University and Fort Rodd Hill (Colwood, 2023).

Parks.

Figure 2
Colwood Parks and Open Spaces Map



Note: Municipality of Colwood, date unknown

In 2019, Colwood adopted Bylaw No. 1771, intended for the "management, control and use of parks, beaches and public open spaces," within the city. Section five contains six subsections, alongside various clauses, that address the use of temporary overnight shelters within Colwood's municipal parks. Subsection 5. (2) states:

Where there is no accessible overnight shelter accommodation available with the City of Colwood or the vicinity thereof a person who has neither a fixed address nor a predictable safe residence to return to on a daily basis may, subject to the restrictions set out in subsection (3), erect and occupy a temporary overnight shelter in a park (Colwood, 2019).

The language discussing "accessible overnight shelter accommodation" within the District echoes the framework of Central Saanich's temporary overnight shelter bylaw. However, Colwood takes their bylaw one step further by extending the bubble for emergency shelters to include "the vicinity thereof." As a fundamental framework, the City of Colwood likely adopted these regulations to address immediate sheltering needs while balancing public space management. However, the lack of clarity

around the term “vicinity thereof” introduces ambiguity, potentially complicating the application and enforcement of the bylaw for individuals seeking temporary shelter.

Subsection 5. (3) provides the time-based limitations for temporary overnight shelters. It states that a shelter “not be erected before 7:00 pm on any one day,” and must be removed by 8:30 am the following day (Colwood, 2019). These restrictions ensure that public parks can be accessed by all members of the public during the most active times of day. However, for individuals experiencing homelessness, these time-based limitations enforce a cycle of constant displacement, contributing to a pattern of instability.

The fourth subsection provides a series of location-based limitations on shelters within Colwood’s parks. It begins by prohibiting shelters from within 40 meters of various public amenities, such as playgrounds, beaches and skate parks. These restrictions aim to preserve public access to the district’s amenities, while permitting the unhoused to shelter. Additionally, the restrictions that prohibit temporary overnight shelters on public roads, bridges, and parking lots illustrate a care and attention for the wellbeing of the unhoused. However, reliance on precise knowledge of distances, like the 40-metre restrictions, imposes conditions upon temporary shelters that may not be publicly available to the unhoused. The final subsection 5. (4) prohibits the unhoused from sheltering within “an environmentally sensitive area” (Colwood, 2019). While this limitation is clearly intended to help preserve our natural environment, clearly identified “environmentally sensitive areas” are needed to ensure compliance with this regulation.

Any temporary shelter that fails to abide by the bylaw “constitutes a chattel unlawfully deposited in a Park” (Colwood, 2019), permitting any law enforcement or bylaw officer the right to remove and impound the items in question. Once seized, these possessions may be held, sold, or disposed of “in accordance with the provisions of section 6” (Colwood, 2019). For individuals experiencing homelessness, the bureaucratic process of retrieval may prove exceedingly difficult. Additionally, when items are deemed as refuse, they may be discarded. This can result in the loss of essential possessions and may contribute to further hardship for the unhoused.

Roadways.

The Parks Management Bylaw includes two separate provisions related to sleeping in public spaces. To begin, subsection 4. (8) (a) prohibits individuals from sleeping overnight in a vehicle within park boundaries. Additionally, subsection 5. (5) (a) states that temporary overnight shelters must not obstruct any highway, road, or lane. Although this subsection does not apply to an individual sleeping *within* a vehicle, this legislation prioritizes the safety of the unhoused while additionally ensuring that park roads are fit for public use. However, the restrictions imposed upon sheltering within a vehicle can leave individuals with limited options.

Official Community Plans and Homelessness.

Colwood includes “Homelessness” as a “Key Area of Local Need” within the broader discussion of housing in the district, alongside “Affordable Housing,” and “Rental Housing” (Colwood, 2018). Although the description is brief, the document notes that homelessness is rising with the CRD. Objective 9.2.2, policy 9.2.2.1 additionally addresses the district’s need for non-market and rental

housing. The focus on new affordable rental housing illustrates the district's awareness of the current rental housing challenges across the CRD. Additionally, subsection e. calls for Colwood to seek:

partnerships with non-profit agencies and other levels of government to access housing programs directed towards specific populations, such as...those at risk of homelessness (Colwood, 2018).

While brief, Colwood's recognition of homelessness as a key area of concern—paired with its commitment to collaboration and support for non-market housing—reflects an understanding of the broader housing pressures within the region and a willingness to explore solutions in partnership with other stakeholders.

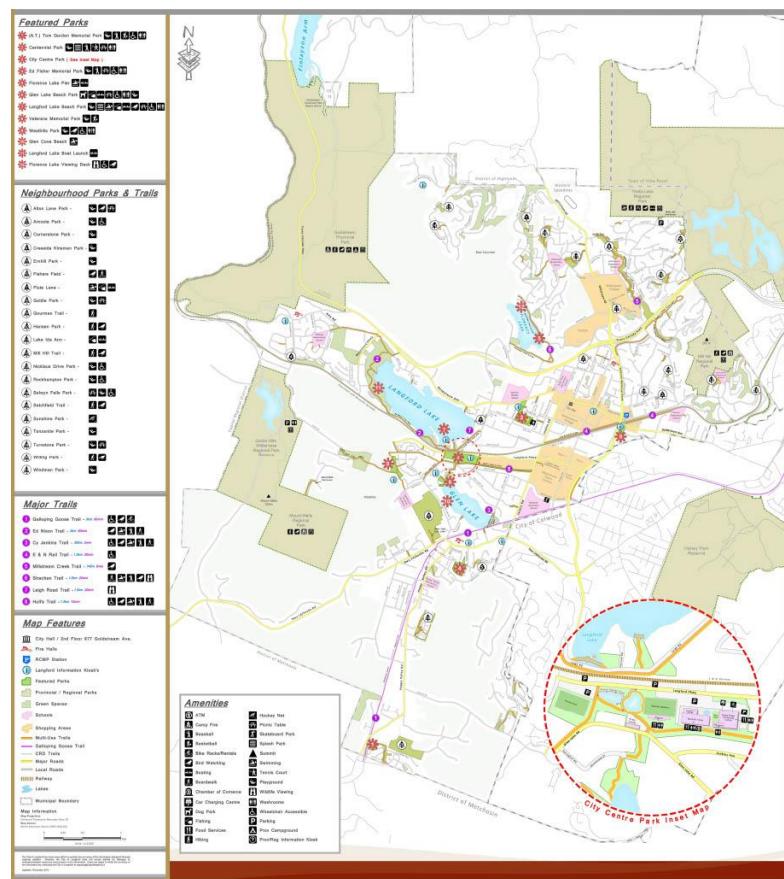
Langford

Located on the traditional territory of the Coast Salish peoples, specifically the Xwsepsum (Esquimalt), ləkʷəŋən (Songhees), Sc'ianew (Beecher Bay), and the WSÁNEĆ Peoples represented by the Tsartlip, Pauquachin, Tsawout, Tseycum, and Malahat Nations, Langford the City of Langford is one of largest districts by population size within the CRD. As of 2022, the city had approximately 49,345 residents, experiencing consistent growth across the last decade (City of Langford 2022). Langford is home to over 2,200 acres of green space and has several provincial, regional and municipal parks (Langford, 2025).

Parks.

Figure 3

City of Langford Parks and Trail Map



Note: City of Langford, 2013

The City of Langford is home to a wide array of green spaces governed by various levels of government. While the City regulates all municipal parks, regional parks, like Thetis Lake, are governed by the CRD, and provincial parks, such as Goldstream Provincial Park, are governed by the Province. This section focuses exclusively on the municipal parks and the bylaws that regulate their use, while the next two sections focus on regional and provincial legislation, respectively.

Langford's bylaws regulating temporary overnight sheltering in parks include time-based restrictions, requiring shelters to be removed by 7:00 a.m. These requirements can be particularly difficult for individuals lacking electricity access or facing mobility challenges. While intended to maintain accessibility and order in public spaces, these limitations may contribute to a cycle of frequent relocation for those sheltering outdoors.

The clauses listed under (c) and (d) pose additional location-based restrictions on temporary shelters. Clause (c) prohibits temporary overnight shelters within 10 meters of public bathrooms, beaches, roads, and trails. At the same time, clause (d) imposes a 100-meter prohibition on shelters near playgrounds, gardens, sports facilities, picnic shelters, gazebo, or cenotaph.

These restrictions establish guidelines for the use of temporary overnight shelters. By prohibiting sheltering near essential amenities such as washrooms and beaches, as well as recreational or ceremonial areas like sports facilities and cenotaphs, this clause prioritizes general use for public amenities. While intended to preserve the intended use of public spaces, these regulations may overlook the challenges unhoused individuals face in accessing safe, dignified, and functional shelter.

The subsequent bylaw following the discussion of temporary overnight shelters declares that "any temporary overnight shelter erected or maintained contrary to this bylaw may be removed under subsection 6.4" (City of Langford, 2023). Subsection 6.4 permits the city to "remove, seize and impound or cause the removal, seizure or impoundment of any chattel," (City of Langford 2023) within the park; this subsection places the possessions of the unhoused at risk for disposal, placing an economic burden on the unhoused to replace their lost belongings.

Roadways.

The City of Langford has no bylaws restricting individuals from sleeping in their cars while parked in a city park. However, the same can not be said of the city's roadways. Traffic Bylaw 33, adopted by the City of Langford in 1997, prohibits individuals from using "any vehicle, trailer or camper parked on a road" for lodging, sleeping or as a residence. This regulation leaves the unhoused with fewer options for safe and legal shelter, potentially forcing them into more precarious situations.

Official Community Plans and Homelessness.

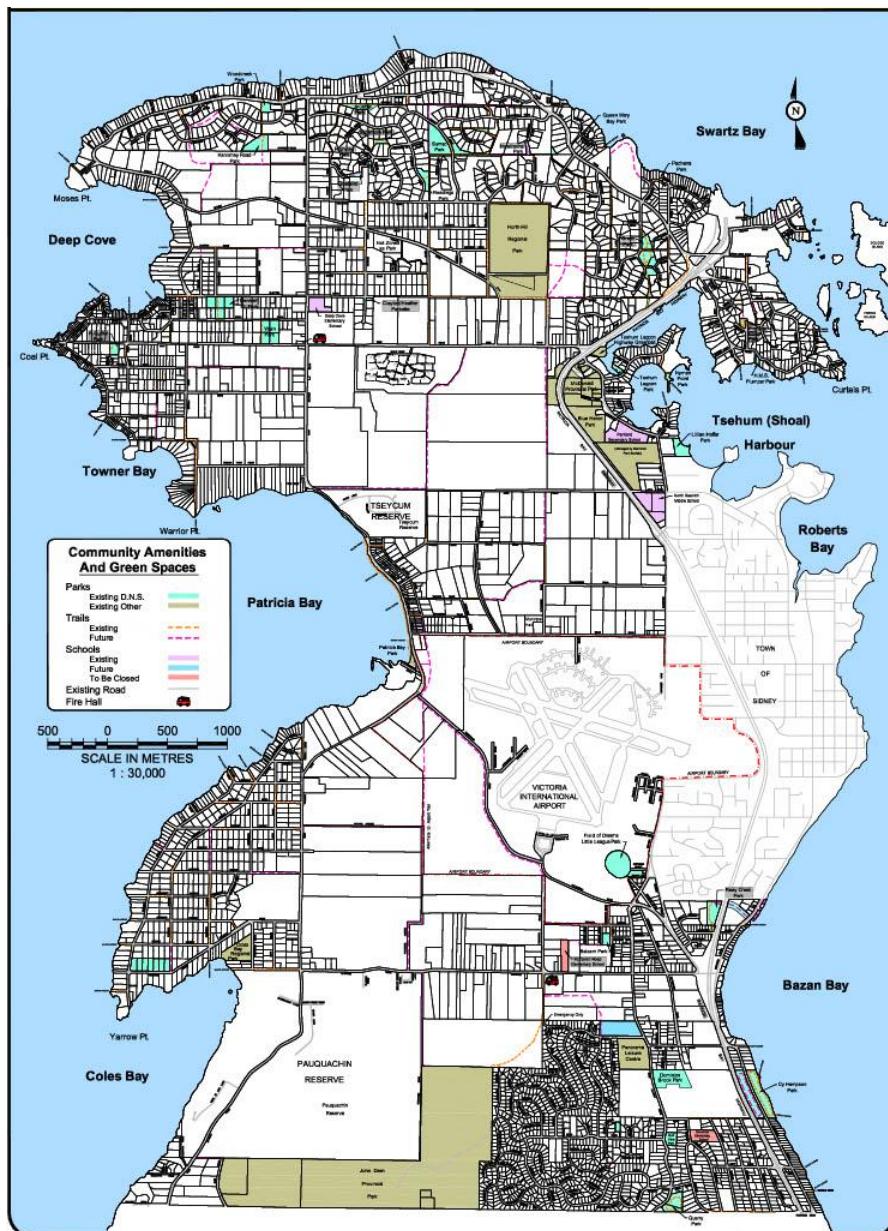
The Official Community Plan for Langford focuses chapter seven on a discussion of "Our Housing." In the introduction, the city notes that access to affordable housing has become a pressing concern in the region. Consequently, Langford's OCP designates a considerable discussion to increase affordable housing in the region while aiming to access housing programs directly for at-risk populations, including those at risk of homelessness (Langford, 2024). Policy 7.6.1 states that the city "will work with local social service providers, culture or religious groups, and senior levels of government to locate emergency shelter facilities in the community on an as needed basis" (Langford, 2024). Langford's OCP illustrates that the district is actively working to address the needs of the unhoused community.

North Saanich

Located at the northern tip of the Saanich Peninsula, the District of North Saanich is part of the ancestral lands of the WSÁNEĆ peoples, today represented by the WSIKEM (Tseycum), and the BOKEĆEN (Pauquachin) First Nations (North Saanich, 2025). Home to approximately 12,000 residents, this rural-residential district encompasses the Victoria International Airport, the Swartz Bay Ferry Terminal and the 443 Maritime Helicopter Squadron for the Canadian Armed forces (North Saanich, 2025).

Parks.

Figure 4
North Saanich Parks and Community Amenities



Note: District of North Saanich, 2007

North Saanich encompasses 29 local parks collectively governed by the municipality. Falling directly under the heading "Temporary Overnight Shelters," section 22 states that an unhoused person may erect a temporary overnight shelter "[w]here there is no overnight shelter accommodation available within the District of the vicinity thereof" (North Saanich, 2018). This section serves to establish conditions for the use of temporary overnight shelters. However, without clarifying what "vicinity thereof" constitutes, it is difficult to determine what initial conditions must be met to shelter overnight in North Saanich. The closest emergency shelter to the district is over 25 kilometres away, imposing a significant burden on the unhoused to relocate if the "vicinity thereof" encompasses the shelters in Victoria.

The remainder of the bylaw provides time and location-based restrictions. Shelters in North Saanich "must not be erected before 7:00 p.m. in any one day and must be taken down and removed before 9:00 a.m. on the following day," (North Saanich, 2018), providing a larger window for occupation than Central Saanich, Langford or Colwood.

The location-based restrictions outlined in the North Saanich Bylaw limit where temporary overnight shelters can be set up in local parks, but it is more lenient than some other districts. While the bylaw restricts shelters from being placed "within or upon" park features, such as playgrounds, beaches, and sports courts, it does not provide any meter-based distance limitations (North Saanich, 2018). Consequently, while individuals cannot set up shelters for public amenities, the bylaw is less stringent than other districts that impose a defined distance. These rules allow for more flexibility but still aim to protect high-traffic or sensitive areas from disruption.

Moreover, the bylaw does not threaten to dispose of any shelters that do not comply with these bylaws. The penalties outlined are economical, falling between \$1,000 and \$10,000 for each offence (North Saanich, 2018). Where the economic penalties would surely impose an untenable burden on the unhoused, the district does not directly threaten the personal property of the unhoused.

Roadways.

Two separate bylaws in North Saanich address sheltering on roadways: Bylaw No. 1261, regulating streets and traffic, and Bylaw No. 1470, regulating the use of parks. Under the heading "Stopping, Standing and Parking Vehicles," Bylaw 1261 explicitly prohibits a vehicle "on any highway, or within the same block on either side of the roadway for a continuous period exceeding 24 hours," (North Saanich, 2015). While this bylaw mandates that parked vehicles relocate every 24 hours, it does not explicitly forbid an individual from sheltering within their car.

However, the same can not be said about vehicles within public parks. Bylaws 1261 and 1470 collectively prohibit individuals from parking their vehicles "in any public park or school ground between midnight and 6:00 am" (North Saanich, 2015). These restrictions create barriers for individuals seeking to use their vehicles as temporary shelters, leaving them with limited options for safe and legal overnight accommodation. As a result, unhoused individuals may be forced to park in unsafe or illegal areas, increasing their vulnerability.

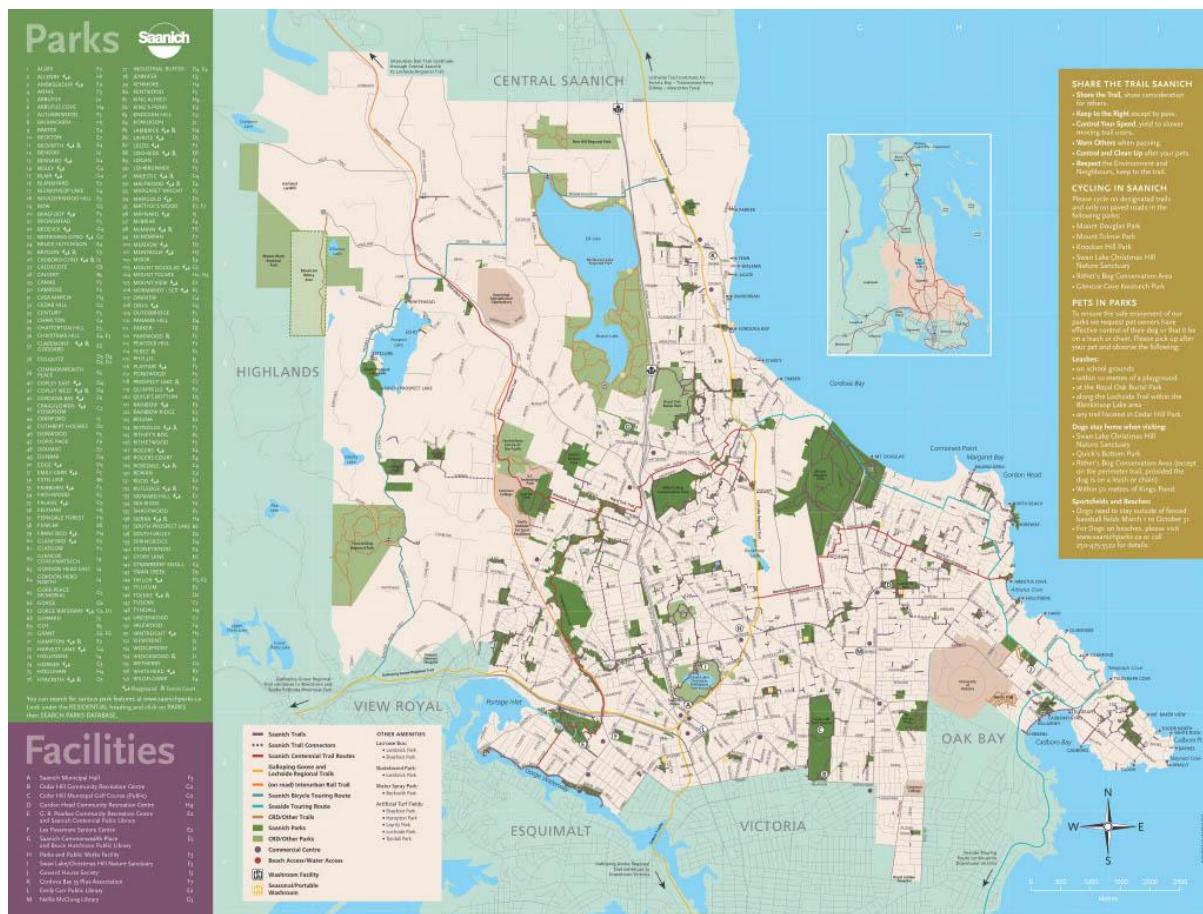
Bylaw 1470 prohibits an individual from erecting a temporary overnight shelter on roadways, bridges, or dedicated highways (North Saanich, 2018). By restricting the presence of temporary overnight shelters on roadways, this bylaw prioritizes public access to these spaces while ensuring safety for both the unhoused and the public. This restriction promotes the safe use of roads and minimizes potential conflicts with traffic and other public functions.

Saanich

Saanich encompasses 103.44 square kilometres of territory and is home to over 114,000 people, making the district the largest and most populous within the CRD. The district occupies the ancestral lands of the lək'ʷəŋən peoples, today represented by the Songhees and Esquimalt Nations, as well as the W̱SÁNEĆ peoples; the W̱JOŁEĀP (Tsartlip), BOḰEĆEN (Pauquachin), STÁUTW (Tsawout), W̱SIKEM (Tseycum), and MÁLEXEĀ (Malahat) Nations. (District of Saanich, 2025).

Parks.

Figure 5
Saanich Parks



Note: District of Saanich, date unknown

As the largest municipality within the CRD, Saanich is home to many regional and municipal parks. These green spaces encompass the University of Victoria, Elk Lake, and Swan Lake, amongst over 170 additional parks. A range of jurisdictions govern the parks; however, the Parks and Management Control Bylaw, adopted by Saanich in 1997, regulates the majority of the green spaces within the district.

Point 14.1 of the Parks Management Control Bylaw provides the general regulations for an overnight shelter within Saanich's parks. This provision specifies that a person can erect a temporary overnight shelter "where there is no accessible overnight shelter accommodation available within the District of Saanich or the vicinity thereof," (District of Saanich, 1997). Unfortunately, the bylaw fails to define "vicinity thereof," imposing a significant degree of ambiguity on the specifications of this bylaw.

Subsection 14.1(b) states that any temporary shelter erected or occupied in a park that does not adhere to the regulations outlined in Schedule "C" will be considered an unlawful deposit. This stipulation in the bylaw means the shelter and any associated belongings could be classified as "chattel" and removed, seized, impounded, and potentially sold.

Dividing the temporary overnight shelter regulations into two documents (the Parks Bylaw and Schedule "C") creates additional barriers to a comprehensive understanding of Saanich's bylaws. The regulations laid out in Schedule "C" provide a more detailed breakdown of temporary shelter guidelines. It includes three main components: time restrictions, location-based restrictions, and a list of parks where shelters are permitted.

Schedule "C" lists 81 parks where temporary overnight shelters are permitted. This list, separated from the body of the bylaw, adds an additional challenge to compliance with the bylaw. Any individual hoping to shelter within a Saanich park must first confirm that the park is on this list or risk the seizure of their possession. Additionally, temporary overnight shelters are not permitted on environmentally sensitive areas, beaches, gardens, and walkways. These regulations illustrate Saanich's attention to balancing the needs of the unhoused community with the public's best interests. However, it is important to emphasize that the unhoused must be able to access and understand these regulations to ensure they function as a productive tool for this dynamic district.

Roadways.

Saanich has two separate bylaws that directly impact sheltering in a vehicle: the Parks Management and Control Bylaw (No. 7753) and the Streets and Traffic Regulations Bylaw (No. 8382). The Parks bylaw prohibits individuals from parking "in any park at any time between the hours of 11:00 p.m. and 6:00 a.m." (District of Saanich, 1997) the following day. This regulation effectively limits the use of the park's parking lots for overnight shelter.

The Streets and Traffic Regulations outlines further restrictions for vehicles as shelters. Subsection 7.17 states

No person shall use any vehicle or trailer parked on a street for the purpose of lodging, sleeping accommodation or a residence (District of Saanich, 2002).

This bylaw keeps individuals from using public roadways as shelter. Consequently, there are few legal options for those seeking to shelter overnight in their vehicle. Furthermore, the few locations that permit overnight vehicle shelters often come with an economic barrier to entry. For those with little disposable income, these costly legal options may not be accessible.

Official Community Plans and Homelessness.

Chapter eight of Saanich's OCP, "Housing," discusses how the housing crisis has impacted the district and its residents. The OCP notes that the district has a limited housing stock and extremely low vacancy rates, putting more individuals "at risk of unsuitable housing and homelessness" (The District of Saanich, 2024). After discussing the challenges concerning housing in Saanich, the OCP proceeds to develop well-researched policy objectives to increase rental and affordable housing.

Section 8.3, "Affordable and Supportive Housing," provides several clear objectives focused on addressing the issue of homelessness. Policy 8.3.10 identifies the need to develop a comprehensive range of housing options for those at risk of homelessness, including shelter, transitional housing, and supportive housing. This approach lessens the burden other emergency and critical housing providers feel across the district (District of Saanich, 2024). The OCP legislation continues to echo this tone with

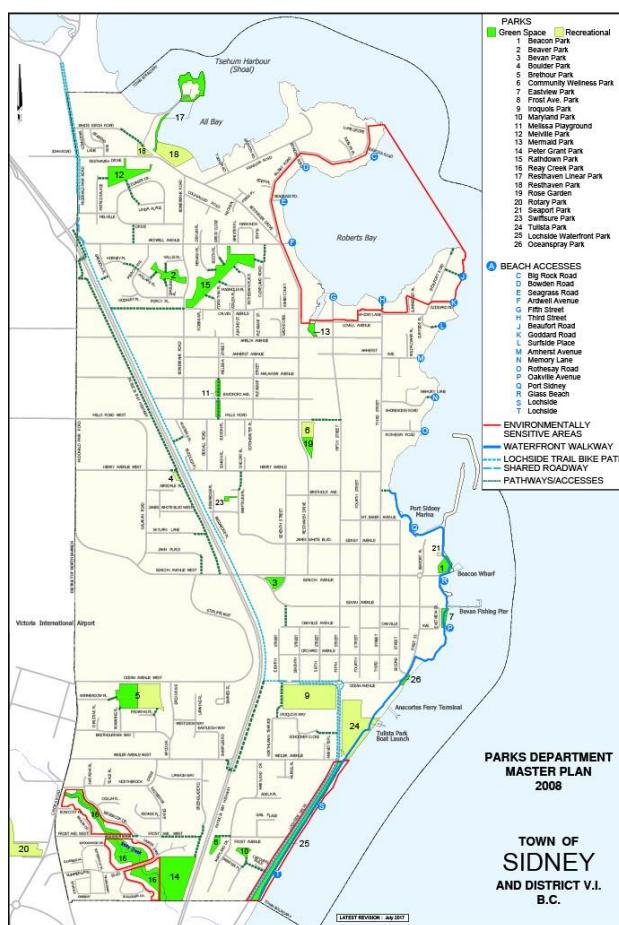
the attention directed toward developing non-market housing units. The increased attention toward discussing affordable housing and homelessness within the district provides Saanich with obtainable objectives to help reduce housing insecurity across the CRD.

Sidney

Located on the northeastern coast of the Saanich Peninsula, the Town of Sidney is located on the ancestral territory of the WSÁNEĆ peoples, including the Tsartlip, Pauquachin, Tseycum, Tsawout, and Malahat First Nations. With a population of approximately 12,318 people, this waterfront community is the closest urban center to the Swartz Bay Ferry Terminal, making it a key gateway to Vancouver Island (Sidney, 2025).

Parks.

Figure 6
Sidney Parks Map



Note: Town of Sidney, 2017

The Town of Sidney is home to the 28 parks and beaches, which are collectively governed by Bylaw No. 1688, "A Bylaw to Establish Rules and Regulations Governing the Use of Public Parks, Including Boulevards and Beaches," (Town of Sidney, 2001). Falling under the heading "Overnight Accommodation and Erecting Temporary Shelters," the bylaw lays out a series of location and time-based restrictions that reflect the bylaws previously examined in the districts above. The bylaw begins:

A Homeless Person may take up overnight accommodation and erect or occupy a temporary shelter in a Park between the hours of 7:00 p.m. on one day and 9:00 a.m. the following day (Town of Sidney, 2001).

The framing of this bylaw is notable because Sidney does not introduce any qualifications that must be met before an individual may shelter in a park. Although various location-based restrictions are listed under section 12.1, Sidney's bylaws differ notably from Central Saanich, Colwood, North Saanich and Saanich.

Section 21.1 proceeds with eight subsections outlining the regulations for temporary overnight shelters. Subsection a) to d) provide a list of location-based restrictions, ensuring the park's amenities, such as trails and picnic shelters, remain accessible to the public. Subsection e) declares that any damage to town property, including plants, trees, and infrastructure, is prohibited, while subsection f) mandates that no garbage is left once the unhoused vacate the park. The last two subsections declare that shelters cannot interfere with city employees "in the performance of his duty," and they must not be erected on roads. These regulations provide clear guidelines for the use of a temporary overnight shelter in Saanich.

Roadways.

The town of Sidney has no bylaws forbidding an individual from sheltering within a vehicle in a city park. Although Sidney has few parks compared to many other districts with the CRD, the ability to shelter on park roadways provides more options for those with vehicles.

Sidney's traffic bylaw prohibits any individual from using a "vehicle or trailer parked on a street for the purpose of lodging, sleeping accommodation or a residence," (Town of Sidney, 2001). This bylaw effectively limits vehicular sheltering on most roadways within Sidney, forcing individuals to seek accommodation elsewhere or risk legal repercussions.

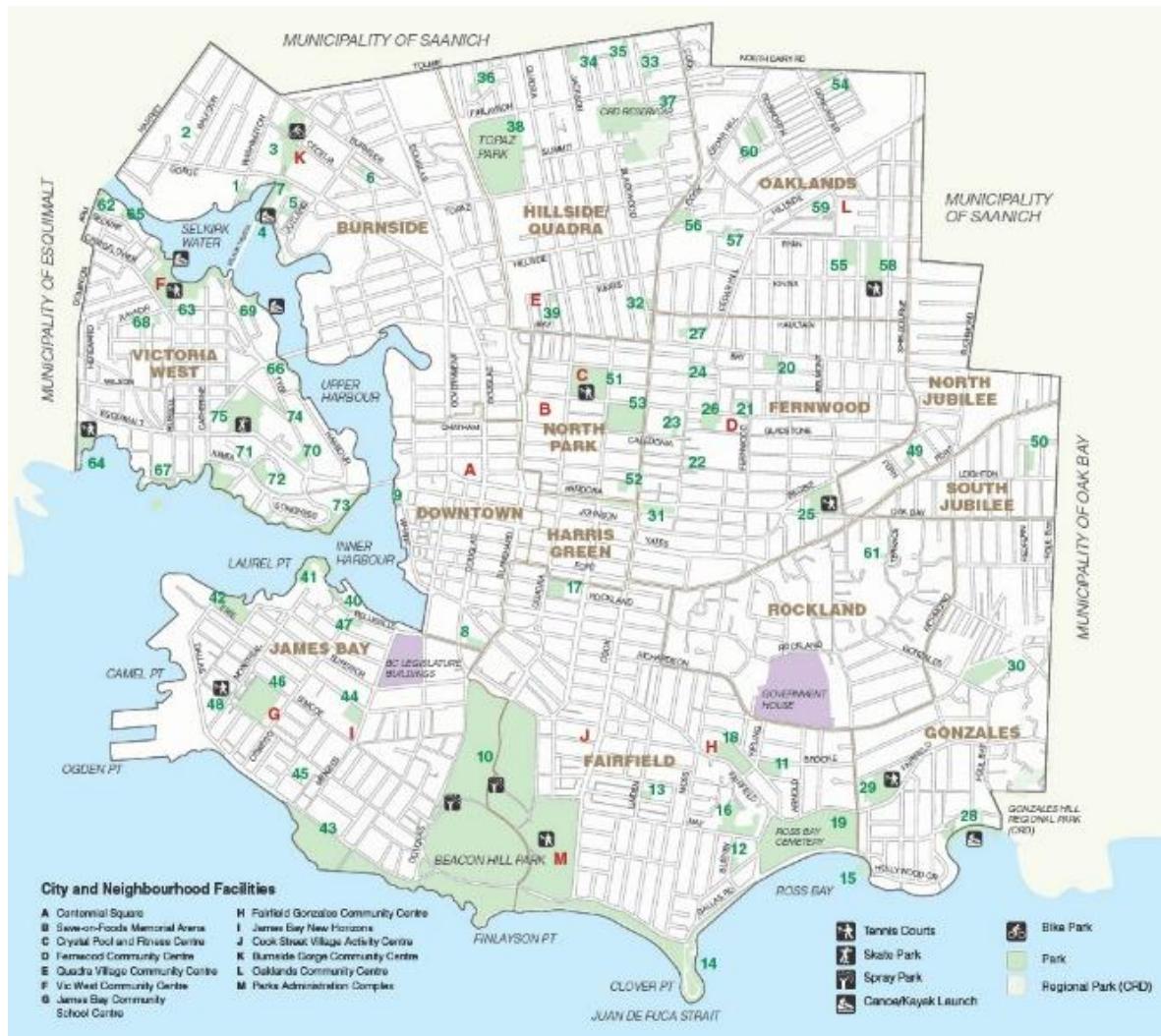
Victoria

The City of Victoria has ten homeless shelters and holds most of the resources for the unhoused within the downtown core. As the Capital of the Province, approximately 94,000 people call Victoria home. However, with the concentration of resource centers for the unhoused centred in and around the Victoria downtown core, homelessness is more visible in Victoria than in many of the other districts in the CRD.

Victoria is home to 105 parks, British Columbia's Parliament Buildings, and the largest downtown core in the CRD. Stretching across the southern tip of Vancouver Island, the city occupies the homelands of the Songhees and Xwespuum Nations (City of Victoria, 2025).

Parks.

Figure 7
City of Victoria Parks Map



Note: North Jubilee Neighbourhood Association, date unknown

In the City of Victoria, the debate surrounding sheltering in parks has played out extensively in both public discourse and the courts, shaping the city's approach to managing its green spaces. In 2008, the BC Supreme Court ruled that the city was violating the unhoused right "to life, liberty and the security of the person" (Victoria (City) v. Adams, 2008) under section 7 of the Charter. Following this ruling, the city adopted a new set of bylaws aligned with the Supreme Court's decision.

The Parks Regulation Bylaw, adopted by the City in 2007, begins the discussion of temporary overnight shelters under the heading "Construction." Point 16 (1) states that an individual:

A person may erect or construct, or cause to be erected or constructed, a tent, building or structure, including a temporary structure such as a tent, in a park only as permitted under this Bylaw, or with the express prior permission of the Council, (City of Victoria, 2007)

Unlike the other districts examined, the City of Victoria explicitly grants anyone compliant with the bylaw the right to shelter within a park. Although all the other districts' bylaws effectively achieve the

same ends, the positive language ("may erect or construct" as opposed to prohibitive language) suggests that this bylaw was directly impacted by the Supreme Court's ruling.

Under the heading "Overnight Shelter," the Parks Regulation Bylaw lists a series of regulations for temporary overnight shelters, primarily focused on time and location. The unhoused are only permitted to shelter between 8:00 p.m. and 7:00 a.m. when daylight savings is in effect and only 7:00 p.m. and 7:00 a.m. when it is not.

Like many other districts discussed, the City of Victoria prohibits temporary shelters from occupying space in a playground, sports field, road, or an environmentally or culturally sensitive area. Subsection (3) additionally includes restrictions on the proximity to playgrounds, schools, and other shelters, while additionally limiting the size of the shelter to 9 square metres (City of Victoria, 2007). These restrictions balance the needs of the unhoused with the public's best interest. However, there are several parks across the City of Victoria where temporary overnight shelters are not allowed (see the entirety of the bylaw in Appendix B). This distinction is important information for the unhoused to ensure their shelter meets the legal requirements outlined in this bylaw.

The final sub-sections under "Overnight Shelter" concern the use of barbeques, stoves, heaters, and flammable liquids in city parks. This section concerns a matter of public safety. The use of heating appliances or open flames in or around a temporary overnight shelter threatens the well-being of the unhoused and the park. However, this regulation poses a significant challenge to the comfort of the unhoused, particularly during extreme cold weather events.

City officials have been criticized for what Martin Girard, a legal advocate at the Victoria Liberation Front, describes as "forced displacement," or as Victoria News described it, "street sweeps or encampment cleanups" (Laurin, 2024). Furthermore, the harsh actions of bylaw officers have also caught the attention of local graffiti artists. "Bloomsanshit," a Victoria-based graffiti archivist, documented two instances of a "Stop the Sweeps" tag on March 20, 2024 (see Figure 10 and Figure 11), highlighting growing resistance to these enforcement practices. These public displays of opposition, much like past protests, reflect the increasing frustration among community members toward the city's restrictive policies on public space and the treatment of the unhoused. These "sweeps" often lead to dispossession of the unhoused private property when shelters remain past the allotted hours. When these belongings are classified as "refuse" or garbage, the unhoused lose hope of reclamation. This practice encourages the unhoused to find shelter in more precarious or vulnerable locations.

Figure 8

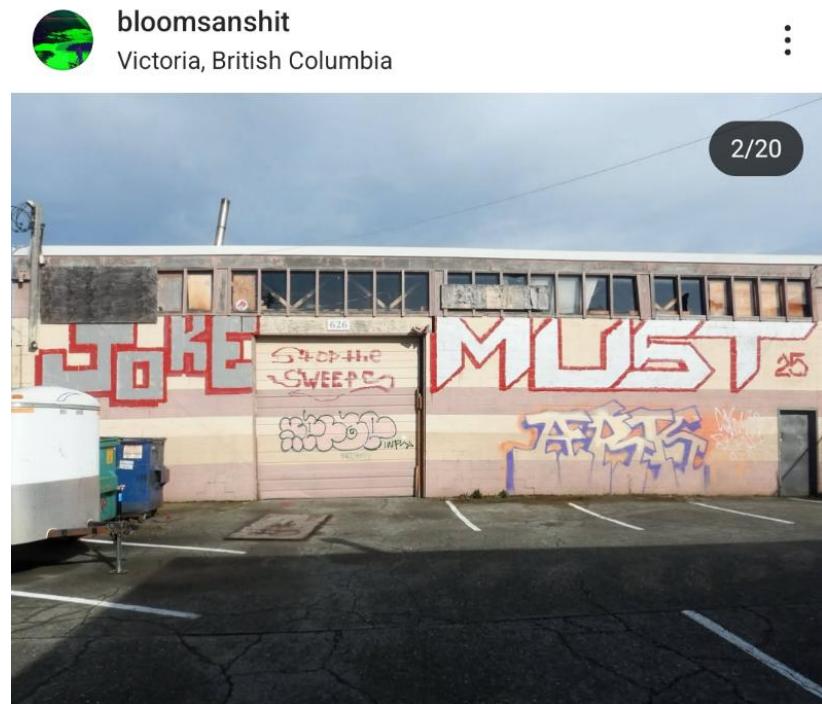
"Stop the Sweeps" Tag – Close Up



Note: Instagram user "bloomsanshit", posted March 16, 2025

Figure 9

"Stop the Sweeps" Tag - Distance



Note: Instagram user "bloomsanshit", posted March 16, 2025

Roadways.

Within the Parks of Victoria, subsection 12 (1) (k) and (l) of the Parks Management Bylaw declare that an individual may sleep inside their car "only if" they have received "prior express permissions" from the Director. While these subsections do not shut down the possibility of sheltering in a vehicle within a city park, they add a barrier that the unhoused must surpass to establish their legal right to shelter (City of Victoria, 2007).

Beyond the parks of Victoria, the city restricts individuals from sleeping in a vehicle parked on a roadway within the city (City of Victoria, 2009).

Official Community Plans and Homelessness.

The City of Victoria adopted a comprehensive Official Community Plan in the summer of 2012, which includes a prolonged discussion of homelessness and affordable housing. The 2012 OCP will serve as the primary source for this section. However, in 2024, the City announced that it would update its OCP to meet the needs of a "growing population and address the housing and climate crises" (City of Victoria, 2025). While this report focuses on the policies outlined in the 2012-2024 OCP, it is important to note that these policies are currently under review and they will change with the new OCP.

The City of Victoria directly centers homelessness in the housing discussion by titling Chapter 13, "Housing and Homelessness" (City of Victoria, 2012). This section begins with a general overview of housing across Victoria, framing the limited housing supply, rising rental costs, low rental vacancy rates, and a growing city population as some of the district's challenges in the coming decade. The discussion then turns to homelessness and how the rising cost of living has resulted in an increase in those at risk of or experiencing homelessness. This analysis is proceeded by a substantial list of policy objectives subdivided into individual sections.

Many of the policies listed discuss the need to expand housing diversity across the city, increasing the number of affordable housing units available for rent/purchase. Increasing the number of affordable housing units can help those at risk of homelessness and improve access to stable housing for lower-income individuals. Additionally, this chapter includes a subsection dedicated to "Transitional, supported and non-market rental housing," and one entitled "Addressing Homelessness" (City of Victoria, 2012). The policy objectives listed within these subsections are multifaceted and frequently emphasize the importance of collaboration between the City, non-profit organizations, the private sector, and all levels of government when tackling homelessness.

Municipalities That Do Not Permit Sheltering

Six municipalities across the CRD do not allow temporary overnight shelters in parks: Esquimalt, Highlands, Metchosin, Oak Bay, Sooke, and View Royal. While the bylaws in these municipalities differ in wording, they share the same fundamental outcome: a prohibition on sheltering in parks.

The enforceability of these bylaws remains an open question. In *Victoria (City) v. Adams*, the BC Supreme Court determined that preventing unhoused individuals from sheltering in public parks, mainly when there is no space available in alternative emergency shelters, is a direct violation of the Charter rights of the unhoused. This ruling established an important precedent, and while municipal

bylaws vary, those that impose a complete ban on temporary shelters would likely not be legally sustained if challenged.

The impact of these bylaws restricts the unhoused from legally sheltering within these parks without exception. While their legal viability is questionable at best until challenged or amended, these bylaws severely restrict the sheltering options available to the unhoused. Given their uniform nature, this section of the report does not analyze these bylaws extensively, if at all. Instead, this section focuses on the bylaws governing sheltering on this district's roadways. For a complete listing of the bylaws restricting temporary overnight shelters, see Schedule "B."

Esquimalt

The Township of Esquimalt is located on the traditional territory of Kosapsum (Esquimalt) and Songhees First Nations. Home to approximately 17,655 residents and over 30 parks, Esquimalt is one of the smallest (by square footage) in the CRD (Township of Esquimalt, 2025).

Parks.

Figure 10

Esquimalt Parks Map



Note: District of Esquimalt, 2025

Roadways.

The Township of Esquimalt has two separate bylaws that discuss seeking shelter on roadways. The first, adopted within the Parks and Recreation Regulations bylaw, prohibits allowing a vehicle "to remain in any park or public place between dusk to dawn." Although this bylaw does not mention sleeping explicitly, the extent of this regulation effectively prohibits individuals from sheltering on park roadways or parking lots.

Located within Part V of the Streets and Traffic Regulation Bylaw, Esquimalt additionally prohibits individuals from sleeping overnight "in any vehicle parked on the street," (Township of Esquimalt, 2017). Forbidden from seeking shelter on public roadways, parks, or public places within Esquimalt, the unhoused have few options. Private property or parking lots provide the only legal possibility of shelter in the district, and they both come with a list of their barriers to entry.

These bylaws effectively create a comprehensive ban on sleeping in vehicles within Esquimalt's public spaces. It leaves individuals experiencing homelessness or housing insecurity with few options for safe overnight shelter. Without accessible alternatives or designated safe parking areas, those forced to shelter in their vehicles face constant risk of fines, displacement, and further marginalization.

Highlands

The district of Highlands was first incorporated into the CRD in 1993, making it one of the newest district municipalities within the region. The Highlands extends along the Saanich Inlet, the traditional territory of the Malahat First Nation, and the WSÁNEĆ and lək'ʷəŋən peoples, represented today by the Saanich, Songhees and Esquimalt First Nations. Primarily a rural and residential district, the Highlands has an extensive collection of provincial, regional, and municipal parks. This wide array of jurisdiction over the green space within this district results in a wide variety of regulations governing the parks within the Highlands.

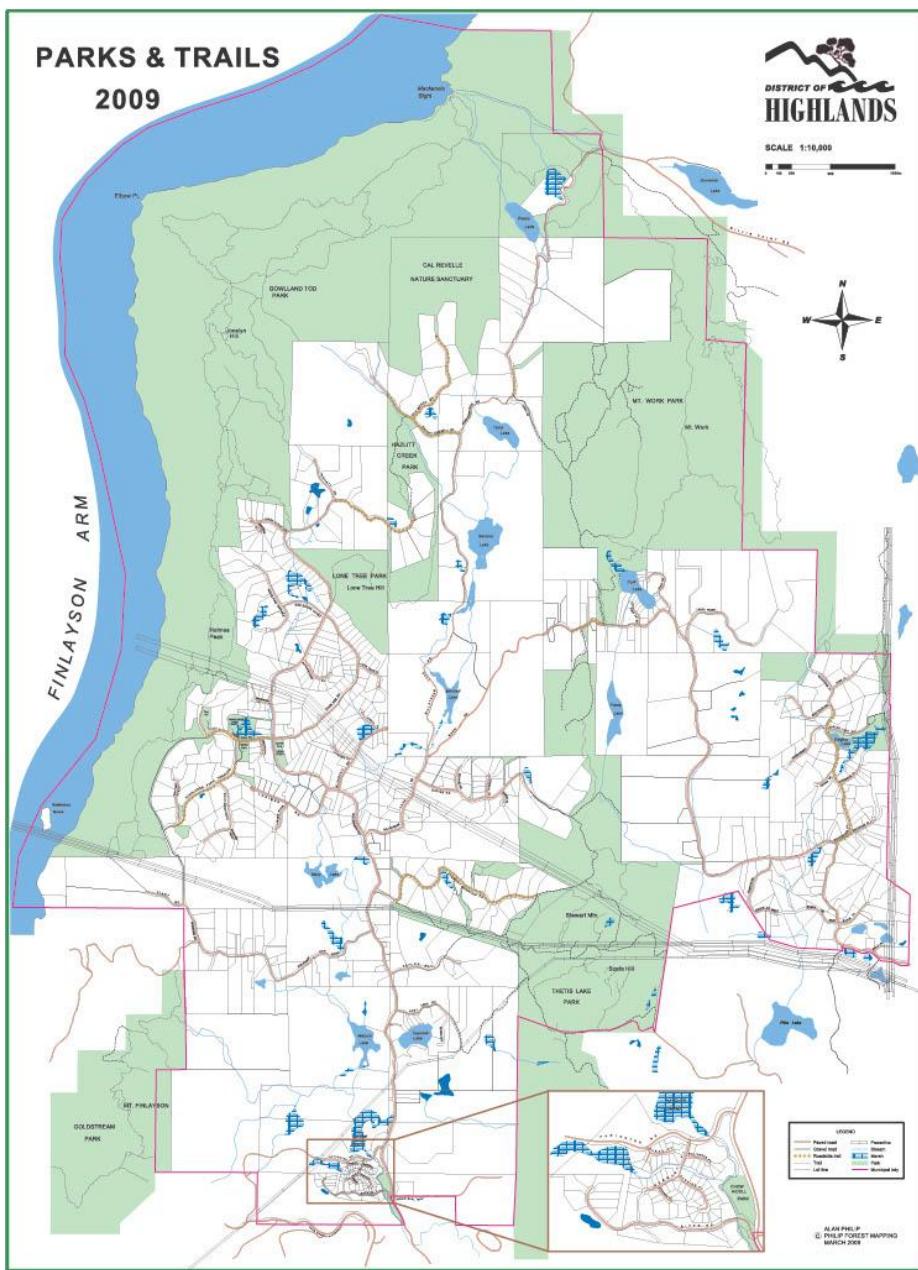
Parks.

The regulations governing the wide array of parks and natural reserves within the Highlands are diverse, resulting in varying restrictions depending on which park someone may be located in. However, the bylaws governing the use of Eagles Lake Park, a municipal park within the district, expressly prohibit individuals from sleeping overnight within the park (District of the Highlands, 2012).

The bylaw governing the "Management, Control and Use of Eagles Lake Park" prohibits individuals from sleeping "overnight in the park with or without shelter of any kind." Shelter, by the standards established in this bylaw, includes "a vehicle, recreational vehicle, tent, lean-to, or other natural shelter." Defining a vehicle as a shelter in this manner effectively expands the scope of the prohibition to encompass a wide range of potential overnight accommodations.

Figure 11

Highlands Parks Map



Note: District of Highlands, 2009

Roadways.

The bylaws governing the use of roadways within the Highlands prohibit using a vehicle as a shelter within the district. Falling under the heading "No Lodging," the regulation states that "[n]o person shall use any vehicle, trailer or camper parker or a road right-of-way for the purpose of lodging, sleeping accommodation or a residence" (District of the Highlands, 2008). This regulation may result in individuals seeking shelter in parking lots or on private property. Without seeking express permission from the individual owning the land, the unhoused risk a confrontation with the property owner or police officers, and parking lots often have their own set of economic or time-based barriers to

occupation. The constant threat of displacement can lead people into dangerous locations that may pose a threat to their well-being and safety.

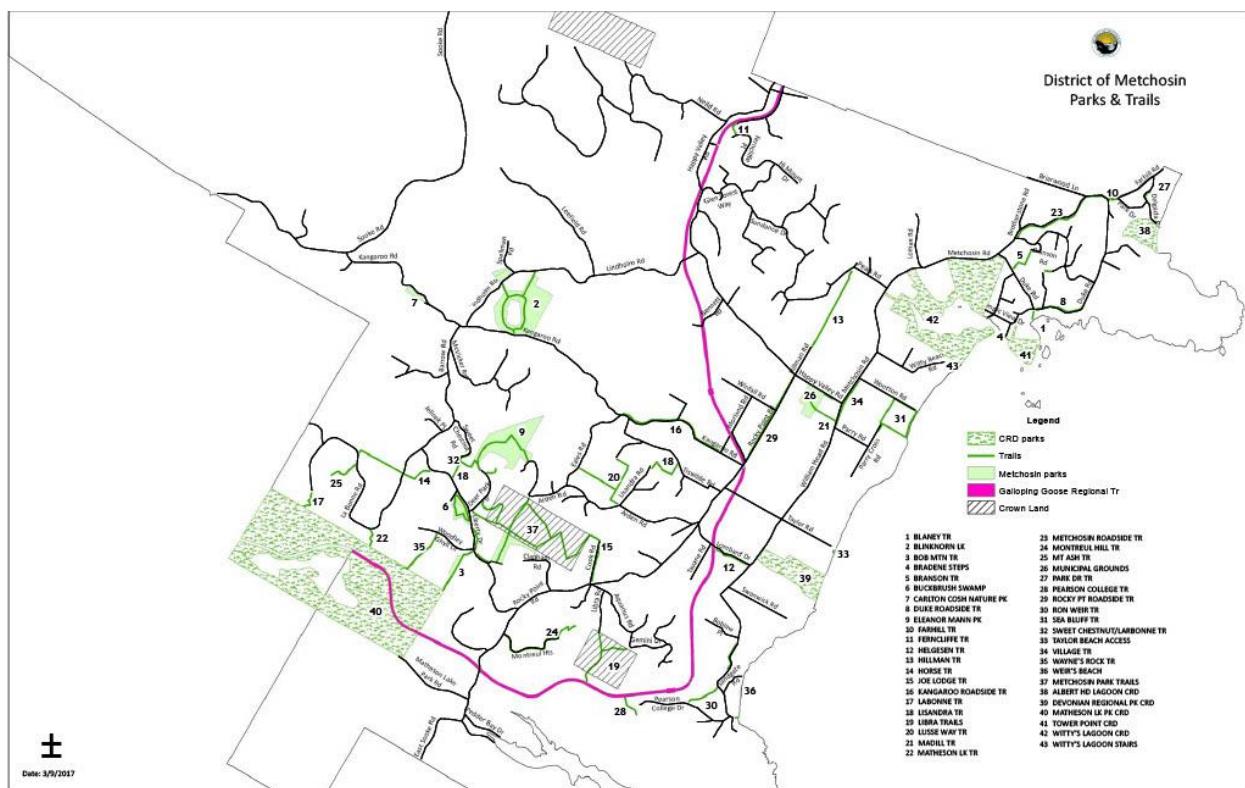
Metchosin

Encompassing the southernmost tip of the CRD, Metchosin is located on the traditional territory of the Scia'new and T'Sou-ke First Nations (District of Metchosin, 2024). Although a largely rural district, Metchosin is home to only five municipal parks, although several regional parks also fall within the municipal boundaries.

Parks.

The Parks Regulation Bylaw, adopted by the district of Metchosin in 2006, restricts individuals from sleeping "in a park with or without a shelter of any kind, including, but not restricted to, a vehicle, a recreational vehicle, tent, lean to, or other natural shelter" (District of Metchosin, 2006). The language of this regulation echoes that of the Highlands and covers an extensive range of temporary overnight shelters within a single regulation. The language of this regulation leaves little ambiguity and effectively prohibits the use of Metchosin's parks as a place to shelter. With that being said, there are various parks governed by the CRD within Metchosin that fall under separate jurisdiction (see Regional Legislation).

Figure 12
Metchosin Parks Map



Note: District of Metchosin, 2017

Roadways.

Expanding beyond the Parks Regulation bylaw, Metchosin's Traffic and Highway Regulations additionally impose strict regulations on using vehicles as a shelter within the district. The bylaw

declares that no person may park "upon any portion of a highway for the purpose of taking up overnight abode," (District of Metchosin, 1987). The wording suggests that the unhoused may seek shelter within a parking lot. However, the definition provided for "highway" includes "every place or passage way owned or operated by the District of Metchosin for the purpose of providing off-street parking," effectively taking parking lots out of consideration.

Official Community Plans and Homelessness.

The District of Metchosin's OCP primarily addresses housing through the lens of affordability, focusing on policies that permit secondary and detached suits to mitigate the rising cost of living. Consequently, the OCP does not dedicate significant attention to the discussion of homelessness. However, it acknowledges the issue through a commitment to conducting housing needs assessments and the desire to involve the broader community in developing strategies to address these challenges.

Oak Bay

The District of Oak Bay is located on the traditional territory of the Coast and Straits Salish Peoples, specifically the lək'ʷəŋən peoples, today represented by the Songhees and Esquimalt Nations (The District of Oak Bay, 2025).

Parks.

Figure 13
Oak Bay Park Map



Note: District of Oak Bay, date unknown

Roadways.

The bylaw governing Oak Bay's Parks and Beaches establishes a set time wherein an individual may park their vehicle within a city park. Under the heading "Traffic/Parking," section 4. (2) expressly states: "no person shall park any motor vehicle or trailer in any park during the hours between 11:00 p.m. and 6:00 a.m. (District of Oak Bay, 2017).

Within traffic and street use regulations, the District of Oak Bay has no bylaw that explicitly forbids an individual from sleeping in a parked car. Instead, the bylaw restricts individuals from parking their vehicle in a "municipal parking lot," between midnight and 6 a.m. The bylaw fails to define "municipal parking lot," and the land restrictions listed alongside this bylaw provide no further clarification (District of Oak Bay, 2000). This legislation creates a degree of uncertainty concerning where an individual may or may not seek shelter on roadways within the District.

Official Community Plans and Homelessness.

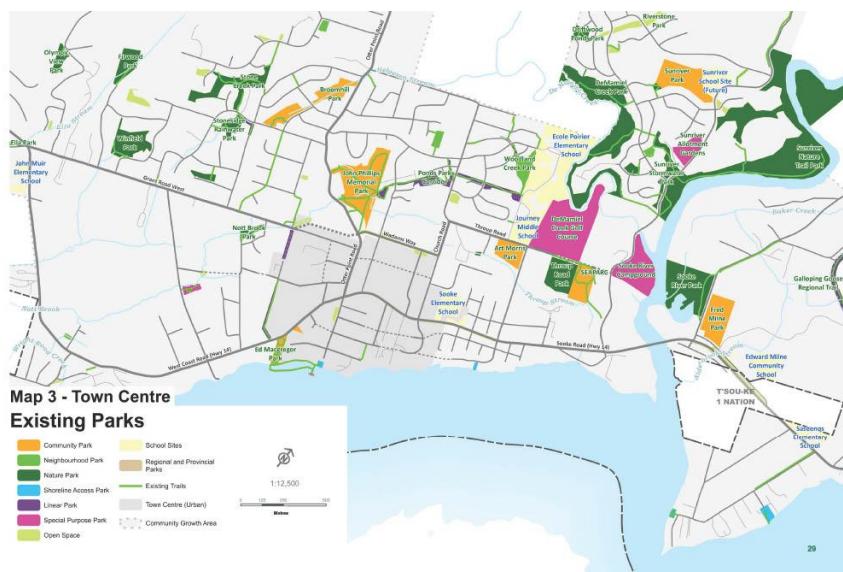
Falling under the heading "Improve Housing Affordability," Oak Bay's OCP lists several goals to improve access to affordable housing within the district. These goals include initiatives to develop the district's non-market and affordable housing units. These strategies are important and meaningful when tackling the housing crisis. This OCP acknowledges that more affordable housing will reduce "the number of people in core housing need and those who are homeless" (District of Oak Bay, 2014). Oak Bay recognizes the role that affordable housing plays in reducing homelessness, and they are making significant strides toward expanding housing options within the district.

Sooke

Home to over 80 parks covering over 285 acres of land, the District of Sooke has several regional and municipal parks within its borders. Located on the "unceded traditional territories of the T'Sou-ke and Scia'new Nations" (District of Sooke, 2025), Sooke is a small but growing community.

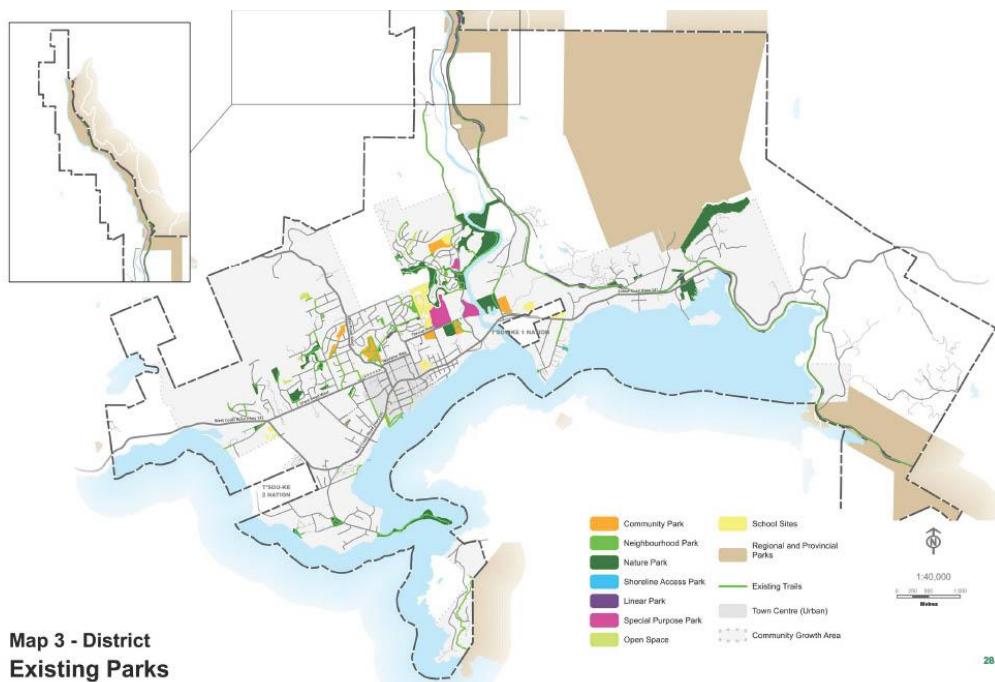
Parks.

Figure 14
Sooke Parks Map "A"



Note: District of Sooke, 2020

Figure 15
Sooke Park Map "B"



Note: District of Sooke, 2020

Roadways.

Sooke's Community Parks Regulation Bylaw, adopted by the district in 2002, addresses sheltering in parks and sheltering on park roadways with a single provision:

No person shall camp or sleep overnight in a park with or without a shelter of any kind, including, but not restricted to, a vehicle, recreational vehicle, tent, lean to, or other natural shelter, (District of Sooke, 2002).

The language of this bylaw echoes similar legislation that we have previously discussed, including the Highlands, Metchosin and Oak Bay.

The same degree of prohibitive legislation can also be found in Sooke's Traffic and Highways Regulation Bylaw. Under the heading Parking Regulations, the districts mandates that no person shall park "upon any portion of a highway for the purpose of taking up overnight abode," (District of Sooke, 2002). Although this bylaw does not appear extensively restrictive, the definition of "highway," as provided by the bylaw, includes:

- (b) every road, highway, lane or right-of-way designed or intended for or used by the general public for the passage of vehicles,
- (c) and every place or passage way to which the public, for the purpose of the parking or servicing of vehicles, has access or is invited;

The explicit inclusion of sub-section (c) within this bylaw prohibits individuals from legally sleeping within their vehicles in any public parking spot within the district. Although the definition of "highway"

is included in this bylaw, the uncommon definition used to define this term could lead an individual to believe that they are allowed to shelter in their vehicle if they are not on a traditional highway.

Official Community Plans and Homelessness.

The District of Sooke discusses homelessness and affordable housing in a section entitled "Housing." This section identifies that Sooke's housing mix has not kept pace with the community's evolving needs. Consequently, Sooke's OCP focuses a significant portion of the discussion on developing diverse and affordable housing choices for "seniors, young singles, families, and those that are most vulnerable within the community" (District of Sooke, 2022). Following this overview, the OCP breaks down the housing discussion into individual objectives, policies, and actions to address the objective.

The first objective of "Housing" specifically addresses non-market housing needs, pointing to the broader discussion of affordable housing and homelessness within the district. The OCP encourages the development of "supportive housing" throughout the district, which would integrate social services alongside affordable housing

for those who face complex challenges, including individuals and families who are confronted with homelessness, poverty, and persistent issues such as mental or physical health challenges, disabilities, and substance abuse disorders (District of Sooke, 2022).

The OCP then proposes three actions to help Sooke achieve its directive: increase non-market housing options, enhance the supportive services for the unhoused community, and leverage capital funds for affordable housing projects. Sooke's OCP develops a considerable list of policies and actions intent on enhancing the rental supply and lowering the cost of living within the district. Furthermore, the multifaceted lens applied to the discussion of homelessness suggests that the District of Sooke recognizes the complexity of homelessness and the need for targeted support. While the OCP primarily approaches the issue through the lens of housing affordability, its inclusion of supportive housing and social services highlights a commitment to addressing some of the broader challenges unhoused individuals face.

View Royal

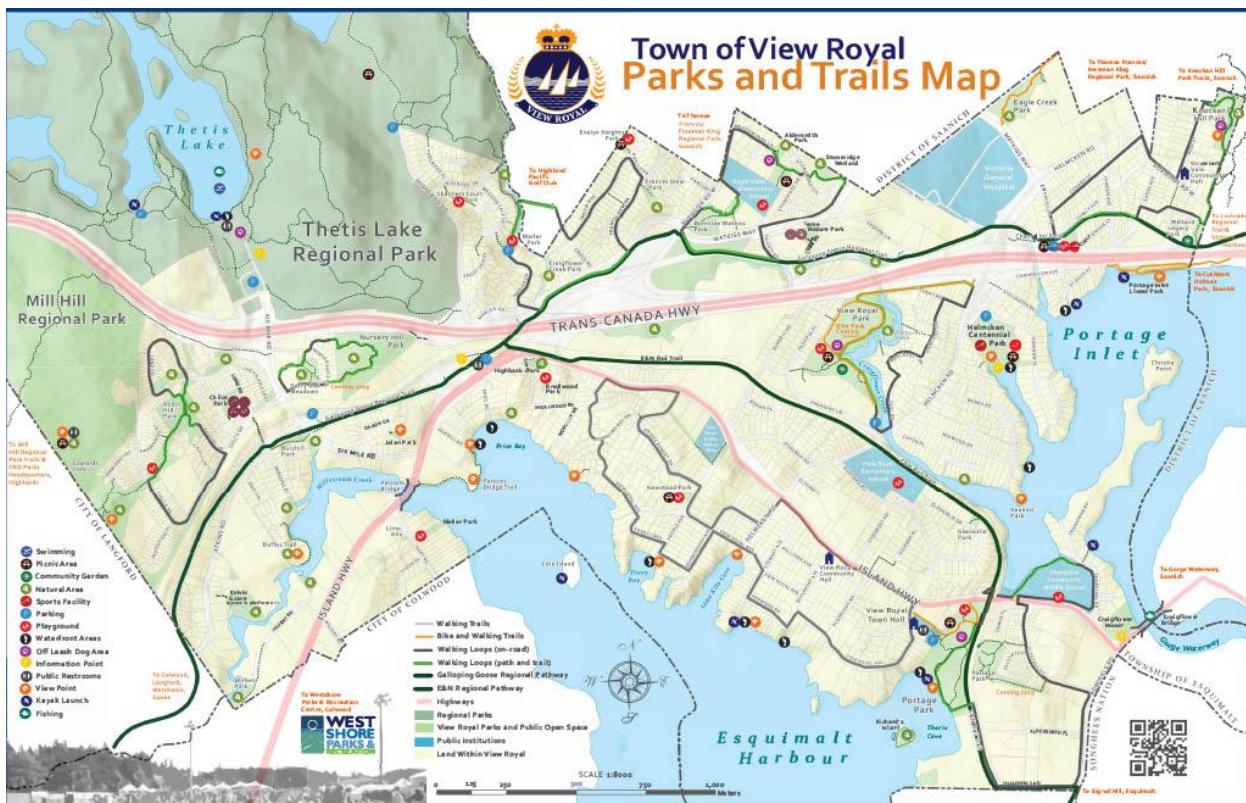
The Town of View Royal occupies the unceded traditional territory of the lək'ʷəŋən peoples, today represented by the Songhees and Esquimalt Nations. The town intersects with a significant portion of Thetis Lake Regional Park, Esquimalt Harbour and Portage Inlet, providing this municipal district with a wide array of green spaces. Home to approximately 11,600 residents, View Royal is a gateway between Victoria's downtown core and the western municipalities of the CRD (Town of View Royal, 2025).

Parks.

View Royal has not adopted bylaws that explicitly forbid individuals from erecting a temporary overnight shelter within park limits. However, the Parks and Public Places Bylaw does impose a curfew on park use. Listed under the heading "Park Hours," the bylaw states that "Unless otherwise specified by the Director, Park Areas shall be closed to the public between the hours of 11:00 p.m. and 5:00 a.m. on all days," (Town of View Royal, 2018). No exceptions are provided alongside this bylaw, suggesting an individual may not seek shelter overnight within this district.

In 2022, Victoria News reported that View Royal was amending its parks bylaw to restrict overnight camping within the district. Although the article suggests that this bylaw has already been adopted, the official bylaws available for the district do not include any such amendment (Samanski-Langille, 2022).

Figure 16
View Royal Parks Map



Note: Town of View Royal, 2019

Roadways.

The bylaws that govern the parks of View Royal include a specific provision restricting individuals from leaving "a motor vehicle in a parking lot overnight" (Town of View Royal, 2018). Although this section does not explicitly address seeking shelter in a vehicle, the bylaw prevents vehicles from remaining in a municipal park overnight, eliminating the possibility of sheltering on park roadways.

The Streets Bylaw, however, is less restrictive. Under Section 12: Miscellaneous Regulations, the bylaw restricts an individual from sleeping "overnight on any street, including in a vehicle parked on a street," (Town of View Royal, 2019). Unlike many other districts discussed, "street," as defined by the district, does not include parking spaces. Although somewhat more open to sheltering on roadways, this bylaw forces the unhoused to seek private property or parking lots without restrictions before they might rest for the night.

Regional Legislation

The CRD, as the regional governing body, unites the 13 municipalities and 3 electoral districts of Vancouver Island. It provides a framework for collaboration amongst the municipalities and coordinates regional services such as water, waste management, and regional parks. For Salt Spring Island, the Southern Gulf Islands, and Juan de Fuca, the CRD additionally functions as the local government, providing legislation and funding for these districts (Capital Regional District, 2025).

Parks

The CRD is responsible for over 13,300 hectares of trails and parks across Southern Vancouver Island (Capital Regional District, 2025). This wide array of stunning green spaces includes some of the most iconic parks across Southern Vancouver Island, including Thetis Lake, East Sooke Park, and Witty's Lagoon. Collectively, these parks are governed by the Parks Regulation Bylaw (Bylaw No. 4225), adopted by the CRD in March 2019.

The Parks Regulation Bylaw does not contain any specific sections that address temporary overnight shelters within CRD parks. However, there are a series of regulations that specifically apply to camping, outlined in section 6. However, these campsites often come with their own terms and conditions, including registration fees, that make camping untenable for the unhoused. In addition to financial costs, campsites often have regulations regarding registration, check-in procedures, and occupancy limits, further complicating their accessibility for those in crisis. The practical barriers to legal camping, such as these, can leave the unhoused feeling frustrated and helpless, with few lawful alternatives.

Outside of the regulations provided in section 6, the remainder of the parks in the CRD are subject to a curfew between sunset and sunrise (Capital Regional District. 2018). This regulation effectively prohibits the unhoused from seeking shelter in any park overnight. The only exceptions listed within this provision apply to regional trails: "Lochside Regional Trail, the E&N Rail Trail – Humpback Connector, and the Galloping Goose Regional Trail" (Capital Regional District. 2018).

The imposition of a curfew effectively prohibits the unhoused from seeking shelter within a regional park. However, that is not the only limitation imposed upon the unhoused within this bylaw. Falling under the heading "Preservation of Natural Features, Wildlife and Park Features," the Regional Park Bylaw forbids an individual from erecting a temporary structure or facility within a regional park. When considered alongside the curfew, this bylaw restricts the unhoused from seeking shelter within the CRD's parks. The CRD's approach underscores a broader pattern across numerous districts: sheltering in public parks is broadly restricted, even when emergency shelter space is lacking. This broader pattern of park restrictions underscores the urgency of the issue and the need for change.

Roadways

The CRD currently lacks Bylaws that directly govern the roadways between municipalities. Consequently, this section examines the regulations governing the use of vehicles within the context of regional parks, highlighting the urgency of the need for clear guidelines.

Section 10 of the Parks Regulation Bylaw contains all the bylaws concerning motor vehicles within regional parks. Many of the regulations address the locations where vehicles are permitted and the

places where they are not. The bylaw restricts cars from off-roading and prohibits individuals from parking in "No Parking" areas. However, no bylaws expressly forbid an individual from sleeping in their vehicle while parked in a regional park. Instead, point (4) declares that any motor vehicle "left unattended after the closing hours of the regional park" may be towed away at the owner's expense (Capital Regional District. 2018).

The term 'unattended' is open to interpretation, and it is unlikely that falling asleep in a car should be considered as such. However, as the bylaw stands, an individual who chooses to sleep within their car could be deemed to be in violation of the curfew established by the Parks Regulation Bylaw, potentially leading to unjust consequences.

Ultimately, the CRD's approach to vehicle dwelling mirrors broader trends in its regulations: while there is no outright ban, restrictions on overnight presence and lack of legal clarity effectively limit the ability of the unhoused to seek shelter in regional parks. These restrictions reinforce a pattern of displacement that, whether intentional or not, make it increasingly difficult for individuals experiencing homelessness to find safe, legal places to rest.

Provincial Legislation

The Provincial Government has a comprehensive set of laws governing the parks and roadways throughout the province. While the Motor Vehicle Act (MVA) grants significant legislative authority to each municipality, the province's regulations serve as the default laws for the roads in British Columbia. Furthermore, the 13 municipal districts intersect with five different Provincial Parks: Sooke Potholes Park, Sooke Mountain Park, Goldstream Park, Gowlland Tod Park, and Łáu, welnew/John Dean Park. Among the electoral districts of Juan de Fuca, Salt Spring, and the Southern Gulf Islands are 13 provincial parks and six ecological reserves – including Satellite Channel Ecological Reserve, just off the southern coast of Salt Spring Island.

Collectively, these parks and ecological reserves are governed by the BC Park Act. Adopted by the province in 1990, the Park Act aims to protect and maintain the province's wild spaces while establishing strict guidelines for recreational use and enjoyment. These regulations, often designed to protect and preserve natural space, have a direct impact on the unhoused. While the Park Act does not explicitly address the issue of temporary overnight shelters within parks, it does include several provisions that may prove prohibitive to those experiencing homelessness.

These reserves and parks are generally far from major urban centers. While unhoused individuals may access these spaces, and the rules governing them remain relevant, the reality is that most unhoused populations tend to concentrate in areas with higher population density, where they are closer to essential services such as shelters, food resources, and healthcare. As a result, while park regulations play a role in broader discussions about homelessness, the primary concerns and impacts are most pronounced in urban areas rather than remote parklands.

Parks

The Park Act and the Forest and Range Practices Act (FRPA) contains several regulations that could impede the unhoused from legally seeking safe shelter within a provincial park. Section 15 of the FRR explicitly outlines that an individual

may not erect a structure...on a recreation trail, in a trail-based recreation area or on an interpretive forest site unless authorized by a recreation officer (Forest and Range Practices Act, 2004).

"Structure," as defined by the act includes any "long-term or permanent" "improvements," including campsites and temporary overnight shelters. Section three of the Park Act begins by stating that "every person must...remove all personal property and dispose of all structures" within 30 days of receiving a written order from a park officer (Park Act, 1990). The window provided by this section is considerable, especially when compared to the time constraints view within the municipalities of the CRD. However, once the 30 days have passed, the Park Act provides park rangers the right to remove personal property and dispose of the structure in question. Any expense incurred by the Province through the forced removal of property and/or rehabilitation of the area falls upon the offending individual as a debt owed.

The limited regulations adopted by the provincial government suggest that temporary overnight shelters have not become a significant issue for park rangers, not to say that the unhoused do not visit or camp in provincial parks. However, their distance from urban centers and resources for the unhoused make provincial parks an unlikely location for the unhoused to seek shelter.

While the Park Act's limitations on structures are relatively moderate, there are several regulations that concern camping within provincial parks. Under Division Seven – "Camping and Picnicking," the provincial law states that no one is allowed to camp in "frontcountry" or "backcountry less than 2000 hectares in size" unless they are in a campsite or have received authorization from a park officer (Park Act, 1990). This restriction, while aligning with the conservation objectives that guide BC Parks, also highlights the impact of economic privilege on camping. The requirement to pay a fee to access the land legally means that camping becomes a question of economic privilege; only those with enough disposable income are permitted access to the park's campsites. Although these fees are frequently much more affordable than a hotel or rental agreement, they still act as a barrier to entry for those with limited access to a stable income.

Aside from the spatial limitations imposed by the Park Act, section 39 states that an individual "may not camp in a park, conservancy or recreation area for more than 14 days" unless otherwise authorized by a park officer or if they are in a "designated long-stay campsite." The absence of long-stay campsites on Vancouver Island means that this section effectively regulates the duration of stay for any camper. Juxtaposed against the maximum 14 hours permitted by the districts within city parks, 14 days is a generous length of stay.

Roadways

The Motor Vehicle Act (MVA) is the primary legislation for the use of roadways and cars within the province. Between the MVA and the Park Act, the province has several laws that limit or prohibit individuals from sleeping in their vehicles.

The regulations and laws outlined in the Motor Vehicle Act (MVA) govern traffic conduct on provincial roads. No specific legislation prohibits an individual from sleeping in their car if they park their vehicle legally. The MVA includes various laws that limit where individuals can park; however, these laws are designed to strike a balance between public safety and individual rights, ensuring that they do not place an unreasonable burden on those seeking to park legally. Section 189 of the MVA specifies general restrictions on parking locations, such as prohibiting parking in crosswalks, in front of driveways, or on bridges. Additionally, Section 187 prohibits parking that obstructs traffic flow, and Section 190 requires that vehicles park within 30 cm of the curb. These laws establish a framework for the proper traffic flow but do not specifically target individuals seeking shelter in their cars. Consequently, while the MVA imposes parking restrictions, it does not create significant barriers for those looking to find refuge in their cars.

The Park, Conservancy and Recreation Regulations lists a series of rules that restrict where an individual may park under section 23. These restrictions are highly logical, and prohibit individuals from impeding traffic or damaging vegetation, amongst others. Subsection 23 (2) provides further regulations for the use of a vehicle as a shelter. This regulation limits the use of provincial parks to the hours of "11 p.m. and 7 a.m. the following day," unless a person is a registered camper or is parked in an "area as permitted by a sign or other device" (Park Act, 1990). These regulations prioritize the use of public parks for those with the means to afford camping materials and fees.

Federal Legislation

While most of the land across the CRD falls under municipal, regional, or provincial control, select regions remain under the federal government's jurisdiction. These lands are primarily associated with military operations, Indigenous territory, or federal government facilities. While members of the community govern Indigenous lands, it's important to note that Indigenous territory is technically considered federal lands. This unique designation means that the laws and regulations imposed regionally and provincially do not apply to the Esquimalt Nation Reserve nor the Tsartlip, Tsawout, Tseycum, and Pauquachin Reserves of the Saanich Peninsula. Given the differential systems of government presiding over the CRD when compared to the First Nations Reserves, this report does not endeavour to examine the regulations on temporary shelters within the Indigenous territory. As a result, this section focuses on the regulations governing the Department of National Defence Lands.

Department of National Defence Lands

The Canadian Department of National Defence (DND) Lands encompasses a distributed property that spans nearly 5,000 hectares over 23 sites across British Columbia's West Coast (Royal Canadian Navy, 2023). In Constance Cove off Esquimalt Harbour, Canadian Forces Base (CFB) Esquimalt is Canada's second-largest military base (Royal Canadian Navy, 2023). As the primary service provider for ships and personnel that pass through the base, CFB occupies over 10,000 acres of land (Canadian Navy,

2010). While considerable in size, the Canadian government classifies this area as a controlled access zone, severely limiting public access to CFB land.

Surrounded by barbed wire fence and guarded by military officers, anyone who enters the base is subject to the conditions set by the Chief of Defence. Subject to the federal provisions outlined in the Controlled Access Zone Order (Halifax, Esquimalt and Nanoose Harbours), security personnel have broad authority to restrict or prohibit access, conduct searches, and remove any individual who fails to comply with the military's regulations. The increased surveillance and strict regulations of DND land stand as a significant prohibition to the unhoused occupation of military land. These measures, designed to ensure the safety and security of military operations, create a nearly impenetrable barrier for the unhoused. With limited access and strict enforcement, the possibility of seeking shelter or refuge on military lands like CFB Esquimalt is virtually non-existent.

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Appendix A: Glossary

The glossary provides a general definition of terms pulled from the terms defined in the Bylaws referenced in this report.

District	Term	Definition
Central Saanich	Homeless Person	"Homeless Person" means a person who has neither a fixed address nor a predictable safe residence to return to on a daily basis.
	Park	"Park" means all those lands in the District of Central Saanich reserved or dedicated as park by Bylaw, or dedicated as park by the deposit of a subdivision or reference plan, or conveyed in trust to the District of Central Saanich for the purpose of park.
	Public Lands	"Public Lands" means any lands under the care, management and jurisdiction of the District of Central Saanich.
	Roadways	"Roadway" means that portion of the highway constructed for use by vehicular traffic or in regular use by vehicular traffic.
	Temporary Overnight Shelter	"Temporary Overnight Shelter" means the use of structures, improvements, or overhead shelter, including a tent, lean-to, or other form of overhead shelter constructed from a tarpaulin, plastic, cardboard, or other rigid or non-rigid material to allow Persons relief from the elements during periods of rest.
	Vehicle	"Vehicle" means a conveyance for the carriage of persons and things whether drawn by animals or propelled by any mechanical, muscular or other
Colwood	Affordable Housing	"Affordable housing" means housing that is owned or controlled by a government or a non-profit entity and which is leased at less market rent or which is made available for purchase at less than market value.
	Beach	"Beach" means all marine foreshore in the City of Colwood.

District	Term	Definition
Colwood	Environmentally Sensitive Area	<p>"Environmentally sensitive area" means any part of a park that has any of the following characteristics:</p> <p>(a) areas or landscape features identified in the Sensitive Ecosystems Inventory for Eastern Vancouver island and the Gulf islands, published by the British Columbia Ministry of the Environment;</p> <p>(b) areas or landscape features identified in a plan, map or bylaw of the City as environmentally significant, an environmental protection area, or a development permit area for protection of the environment; or</p> <p>(c) areas or landscape features designated in a plan, map or bylaw of the City for another similar purpose that is consistent with the conservation of ecological values.</p>
	Foreshore	"Foreshore" means that area of the shoreline between the high water mark and the low water mark.
	motorcycle	"Motorcycle" means a motor vehicle running on 2 or 3 wheels and having a saddle or seat for the driver to sit astride.
	Natural Park	"Natural Park" means a park devoted to the retention, preservation and enhancement of natural, historic or landscape features and is used primarily for informal or passive recreation purposes.
	Roadway	"Roadway" means any portion of a park constructed for use by vehicular traffic or in regular use by vehicular traffic.
	Temporary Overnight Shelter	"Temporary overnight shelter" means a tent, lean-to, or other form of shelter that is temporary and portable in nature that is constructed from nylon, plastic, cardboard or other similar rigid or non-rigid material.
CRD	At Large	"At Large" means in a public place unless the animal is under the immediate control of the owner, or on private property without the consent and knowledge of the owner or occupier of the private property.

District	Term	Definition
CRD	Camping Party	"Camping party" means a group of no more than (7) persons with a maximum of (4) adults, that have purchased a valid park use permit for camping in a Regional Park.
	Campsite	"Campsite" means a site in a regional park designated by the CRD for overnight camping.
	Curfew Hours	"Curfew hours" means the time between sunset and sunrise for all regional parks with the exceptions of the Lochside Regional Trail, the E&N Rail Trail – Humpback Connector, and the Galloping Goose Regional Trail.
	Highways	"Highway" includes any street, road, lane, bridge, viaduct, and any other way open to the use of the public, but does not include a private right-of-way on private property.
	Natural Park Feature	"Natural park feature" means a tree, shrub, herb, flower, grass, turf, or other plant or fungus and all soil, sand, silt, gravel, rock, mineral, wood, fallen timber, or other park resource in a regional park.
	Public Beach	"Public Beach" shall mean public land except land included in a highway, within 75 metres (250 feet) of any lake or within 75 metres (250 feet) above the high water mark or any body of salt water.
	Running at Large	<p>(a) For the purposes of this Bylaw an animal is deemed to be "running at large" if it is on land which is not owned or occupied by the owner of the animal</p> <p>(b) For the purposes of this Bylaw an animal shall not be deemed to be "running at large" if it is:</p> <ul style="list-style-type: none"> i) On the property of its owner or of another person who has the care and control of the animal, or ii) Under the direct and continuous control of a person who is competent to control it, or iii) Securely confined within an enclosure, or iv) Securely fastened so that it is unable to roam. <p>(c) For the purpose of this Bylaw, a dangerous animal is deemed not to be under the direct and continuous control of a person.</p>

District	Term	Definition
CRD	Street	"Street" includes all highways, roads, squares, thoroughfares and any other public way, but not lanes, walkways or bridges.
CRD – Juan de Fuca and Salt Spring Island	Environmentally Sensitive Area	"Environmentally sensitive area" means an area or a park that, because of its sensitive, rare or endangered native flora or fauna, slope or soil conditions is not able to reasonably sustain overnight camping use by homeless persons without damage to the environment.
	Motor Vehicle	"Motor vehicle" means a vehicle, not run on rails, that is designed to be self-propelled but does not include a motor-assisted cycle.
	Natural Park Feature	"Natural park feature" means a tree, shrub, herb, flower, grass, turf, or other plant or fungus and all soil, sand, silt, gravel, rock, mineral, wood, fallen timber, or other park resource in a regional park.
	Vehicle	"Vehicle" includes an automobile, motorcycle, and any other vehicle propelled or driven otherwise than by muscular power, but does not include the cars of electric or steam railways, or other motor vehicles running only upon rails, or traction engine, farm tractor, self-propelled implement of husbandry or road building machine.
Esquimalt	Park	"Park" - include public parks, playgrounds, squares, greens, roads, footpaths, public parking lots, boulevards, beaches, and other public places that are owned and operated by or on behalf of the Township for the pleasure and recreation of the public, including without limitation, a municipal park located on land that the Township holds or occupies under a lease or license.
	Park Roadway	"Park roadway" - means a road, including parking lots, in a park which is set aside specifically for use by vehicles and cycles.
	Playground	"Playground" - means land where apparatus such as swings, slides and other play equipment are placed.
	Public Beach	"Public beach" - includes any beach owned or operated by the Township to which the public has access.
	Public Place	"Public Place" - includes all public squares, public gardens, public recreation grounds, parks, park roadways, lanes, streets and public parking lots within the Township.

District	Term	Definition
Esquimalt	Recreation Facility	"Recreation Facility" - includes the Archie Browning Sports Centre, Esquimalt Recreation Centre, the Esquimalt Teen Centre, and any other building or sports, community, recreational building or amenity located on property owned or occupied by the Township.
	Sports Field or Sports Facility	"Sports Field or Sports Facility" - means land set apart and used for the playing of a sport including, but not limited to, baseball, softball, field hockey, rugby, soccer, and lacrosse.
	Street	"Street" - includes a highway, roadway, boulevard and sidewalk as well as any way, road, lane, alley, avenue, thoroughfare, drive, bridge, viaduct, square or open space in the Township which is open to the use of the public as a matter of right, for the purpose of pedestrian or vehicle traffic.
	Traffic Control Device	"Traffic control device" - means a sign, signal, line, parking meter, spitter machine, marking, space, barrier, or device place or erected by the Municipality pursuant to the Streets and Traffic Bylaw.
	Vehicle	"Vehicle" - means all conveyances for the transport of persons, passengers, goods or materials whether self propelled or drawn or pulled by animals or any mechanical, muscular or other motor power, and includes trailers, bicycles, and tricycles.
Highlands	Beach	"Beach" means any area designated as beach by the District and by sign.
	Natural Park Feature	"Natural park feature" means any native or non-native tree, shrub, flower, grass or plant of any kind; and soil, sand, gravel, rock, mineral, wood, fallen timber or other living or dead natural material.
	Park	"Park" means Eagles Lake Park, a community park described as Lot D, Plan 38352, Section 39, Highland Land District developed for public access purposes which include a beach area, washroom facility and natural area.
Juan de Fuca	Park	"Park" means a park established under the Park Act or the Park (Regional) Act or any land dedicated under the Local Government Act or Land Title Act.
	Street	"Street" means any road, boulevard, square or other right of way 10m or more in width, which has been dedicated or deeded for public use, and is accessible to fire department vehicles and equipment.

District	Term	Definition
Juan de Fuca	Temporary Accommodation	"Temporary accommodation" means a total length of stay of not more than 30 consecutive days
	Vehicle	"Vehicle" means a device in, on or by which a person or thing is or may be transported or drawn upon a highway except a device designed to be moved by human power or used exclusively on stationary rails or tracks.
Langford	Beach	"Beach" – means all aquatic foreshores in the City of Langford.
	Homeless Person	"Homeless Person" – means a person who has neither a fixed address nor a predictable safe residence to return to on a daily basis.
	Linear Park	"Linear Park" – means a Park whose characteristics typically allow for some form of connection between properties, places, or other transportation networks such as roads or rights-of-way. Linear parks may provide either pedestrian/bicycle access or a corridor for wildlife.
	Open Space	"Open Space" – means land that is in an undeveloped state that is owned by the City of Langford as a lot in fee simple.
	Park	"Park" – means land dedicated as park or used by the City as a park, sports field, playground, cemetery, trail, garden, or recreational area, and all buildings and improvements upon such land.

District	Term	Definition
Langford	Parks - Classes	<p>"A" Class Park – means a park wherein the intended use is a mix of active and passive recreation. "A" class parks may include play equipment and other buildings and structures intended for recreational purposes, and may encompass landscapes that are designed, planted and tended or left in a natural state. "A" class parks include, but are not strictly limited to neighbourhood parks, tot lots, and trails.</p> <p>"C" Class Park – means a park wherein the principal intended use is active recreation. "C" class parks are typically larger and more comprehensive parks including both indoor and outdoor recreation opportunities for the community at large. An example of a "C" class park is Langford's City Centre Park.</p> <p>"E" Class Park – means a park wherein the principal intended use is for the preservation of environmentally significant or aesthetically important natural features. As much as possible, and with the specific exception of the removal of invasive species, "E" class parks shall be left in a natural state, and not developed for active recreational opportunities.</p>
	Public Place	"Public place"— means any place, including privately owned land or leased property, to which the public reasonably has or is permitted to have access.
	Sunrise	"Sunrise" - the hour of the day for the rising of the sun as determined by Environment Canada.
	Sunset	"Sunset" – the hour of the day for the setting of the sun as determined by Environment Canada.
	Temporary Overnight Shelter	"Temporary overnight shelter" – means a tent, lean-to, or other form of shelter that is temporary and portable in nature that is constructed from nylon, plastic, cardboard or other similar rigid or non-rigid material.
	Trail	"Trail" – means a pedestrian or cycling route designed and maintained by the City of Langford on Park land, road right-of-way, or statutory right-of-way.
Metchosin	Authorized Personnel	"Authorized personnel" includes chief administrative officer, bylaw enforcement officer, animal control officer, peace officer, conservation officer, fire chief, and any person employed by the District of Metchosin.

District	Term	Definition
Metchosin	Highway	"Highway" includes every highway within the meaning of the Highway Act and every road, street, lane, or right-of-way designed or intended for or used by the general public for the passage of vehicles and every place or passageway owned or operated by The District of Metchosin for the purpose of providing off-street parking or for the use of pedestrian or cycle traffic.
	Park	"Park" means all land dedicated, owned, controlled or used by the District of Metchosin as public park, trail, sports field, playground, recreational area, or public open space.
	Vehicle	"Vehicle" means device in, upon or which a person or thing is or may be transported or drawn upon a highway, except a device designed to be moved by human power or used exclusively upon stationary rails or tracks.
	Vehicle	"Vehicle" means a device in, on or by which a person or thing is or may be transported or drawn on a highway, but does not include a device designed to be moved by human power, a device used exclusively on stationary rails or tracks or a motor assisted cycle.
North Saanich	Beach	"Beach" means all shoreline in the District that lies above the high-water mark
	Dedicated Highway	"Dedicated highway" means any portion of a dedicated highway that is not improved for general vehicular or pedestrian traffic, whether such portion is naturally vegetated, artificially landscaped or unimproved.
	Homeless Person	"Homeless person" means a person who has neither a fixed address nor a predictable safe residence to return to on a daily basis.
	Park	"Park" means all those lands in the District reserved or dedicated as park by bylaw, or dedicated as park by the deposit of a subdivision or reference plan, or conveyed in trust to the District for the purpose of park use.
	Roadway	"Roadway" means that portion of a Park constructed for use by vehicular traffic, including roads and parking lots.
	Temporary Overnight Shelter	"Temporary overnight shelter" means a tent, lean-to, or other form of shelter that is temporary and portable in nature and that is constructed from nylon, plastic, cardboard or other similar rigid or non-rigid material.

District	Term	Definition
North Saanich	Trail	"Trail" means a paved or unpaved path that is intended for use by non motorized vehicles; and (1) "vehicle" means a conveyance for the carriage of persons and things whether drawn by animals or propelled by any mechanical, muscular or other motive power, including bicycles, tricycles, and skateboards.
Oak Bay	Park	"Park" means any parcel, parcels or tract of land or, where applicable, foreshore or land covered by water, dedicated, reserved, zoned, leased or held as a place for the resort of the public recreation, air and light.
	Street	"Street" includes a highway, road, roadway, public sidewalk or walkway, boulevard, lane, alley or bridge.
Saanich	Beach	"Beach" means all marine foreshore in the District of Saanich.
	Chattel	"Chattel" means any item of moveable personal property but does not include a motor vehicle.
	Environmentally Sensitive Area	<p>"Environmentally sensitive area" means any part of a park that has any of the following characteristics:</p> <p>(a) areas or landscape features identified in the Sensitive Ecosystems Inventory for Eastern Vancouver Island and the Gulf Islands, published by the British Columbia Ministry of the Environment;</p> <p>(b) areas or landscape features identified in a plan, map or bylaw of the Corporation as environmentally significant, an environmental protection area, or a development permit area for protection of the environment; or</p> <p>(c) areas or landscape features designated in a plan, map or bylaw of the Corporation for another similar purpose that is consistent with the conservation of ecological values.</p>
	Highway	"Highway" includes any street, road, lane, bridge, viaduct, and any other way open to the use of the public, but does not include a private right-of-way on private property.

District	Term	Definition
Saanich	Homeless Person	"Homeless person" means a person who has neither a fixed address nor a predictable safe residence to return to on a daily basis.
	Park	"Park" means all those lands in the District of Saanich reserved or dedicated as park by bylaw, or dedicated as park by the deposit of a subdivision or reference plan, or conveyed in trust to the District of Saanich for the purpose of park and includes the Swan Lake Christmas Hill Nature Sanctuary.
	Public Beach	"Public beach" means the public land located within 15 meters of any lake or between the low water mark and 15 meters beyond the high water mark of any body of salt water within the boundaries of the District of Saanich but does not include any private lands or lands included in any highway.
	Vehicle	"Vehicle" means a conveyance for the carriage of persons and things whether drawn by animals or propelled by any mechanical, muscular or other motive power including bicycles, tricycles, skate boards, roller skates or any other velocipede.
Sidney	Cause an Obstruction	<p>"Cause an obstruction" means:</p> <p>(a) to sit or lie on a street in a manner which obstructs or impedes the convenient passage of any pedestrian traffic in a street, in the course of a solicitation;</p> <p>(b) to continue to solicit from or otherwise harass a pedestrian after that person has made a negative initial response to the solicitation or has otherwise indicated a refusal;</p> <p>(c) to physically approach and solicit from a pedestrian as a member of a group of two or more persons.</p>
	Chattel	"Chattel" means an item of movable personal property;
	Homeless Person	"Homeless person" means a person with no fixed address or no residence to return to on a daily basis.

District	Term	Definition
Sidney	Lane	"Lane" - shall mean a public highway within the ordinary meaning of lane not designed for general travel and primarily used as a means of access to the rear of residences and business establishments.
	Motor Vehicle	"Motor vehicle" means a vehicle, not run on rails, that is designed to be self propelled or propelled by electric power obtained from overhead trolley wires, but does not include a motor-assisted cycle.
	Nuisance	"Nuisance" - means an activity which substantially and unreasonably interferes with a person's use and enjoyment of a public area or of land he or she occupies or which causes injury to the health, comfort or convenience of an occupier of land and, if it does so, without limiting the generality of the foregoing, may include, an activity such as a noisy party, a group of people making noise, loud music, car racing, revving engines, yelling, shouting, screaming, fighting, littering and trespassing.
	Park	"Park" - means and includes, for the purpose of this Bylaw, public parks, playgrounds, green space, driveways, paths, buildings or other land.
	Parks	"Parks" includes public parks, playgrounds, squares, greens, driveways, roadways, walkway, paths, beaches and other public places within the Town of Sidney under the management of Town Council and care and custody of the Manager of Parks and Works.
	Private Lane	"Private Lane" - shall mean every way or place or roadway which is privately owned and used for vehicular travel by the owner or owners thereof and those having the permission of the owners, express or implied, but does not include a driveway between a single residence and a street.
	Public Place	"Public place" - shall mean and include all public squares, public gardens, public recreation grounds, parks, lanes and streets within the Town of Sidney.

District	Term	Definition
Sidney	Qualifying Occupant	<p>"Qualifying Occupant" means a homeless person who has:</p> <ul style="list-style-type: none"> a) registered with the Town with photo identification (or photo can be taken by the Town); b) provided their full legal name, their last residential address and next of kin, (or verifiable personal contact); and c) complies with all provisions of the Parks Bylaw No. 1688, 2001.
	Roadway	"Roadway" - shall mean that portion of the street improved, designed or ordinarily used for vehicular traffic.
	Solicit	"Solicit" - means to, without consideration, ask for money, donations, goods or other things of value whether by spoken, written or printed word or bodily gesture, for one's self or for any other person, and solicitation has a corresponding meaning, but does not include soliciting for charity by a person authorized by way of Council approved policy, for soliciting for charity.
	Special Event	"Special Event" means a meeting, party, dance or other gathering which the Town has contracted or otherwise authorized in writing to take place in a park.
	Street	"Street" shall include roadway, boulevard and sidewalk as well as any way, road, lane, alley, avenue, thoroughfare, drive, bridge, viaduct, square or open space in the Town which is open to the use of the public as a matter of right, for the purpose of traffic.
	Temporary Shelter	"Temporary shelter" means a tent, lean-to or other form of shelter that is temporary or portable, constructed from nylon, tarpaulin, plastic, cardboard or other similar non-rigid and rigid material.
	Trailer	"Trailer" means a vehicle that is at any time drawn on a highway by a motor vehicle, except: a) an implement of husbandry, b) a sidecar attached to a motorcycle, and c) a disabled motor vehicle that is towed by a tow car, but does include a semi-trailer as defined in the Commercial Transport Act.

District	Term	Definition
Sidney	Vehicle	"Vehicle" means all conveyances for the carriage or transport of persons, passengers, goods or materials, whether drawn by animals or propelled by any mechanical or muscular device or other motive power whatsoever, and including but not limited to bicycles, skateboards, scooters and Tricycles.
	Vehicle	"Vehicle" means any a device in, on or by which a person or thing is or may be transported or drawn on a highway, but does not include a device designed to be moved by human power, a device used exclusively on stationary rails or tracks or a motor assisted cycle.
	Vehicle	"Vehicle" - shall mean and include any device in, upon or by which any person or property is or may be transported or drawn upon a street, irrespective of motor power, including a horse led or ridden but shall not include any conveyance running only upon rails.
Sooke	Highway	"Highway" includes every highway within the meaning of the Transportation Act, and every road, street, lane or right-of-way designed or intended for or used by the general public for the passage of Vehicles, and every place or passageway to which the public, for the purpose of the parking or servicing of Vehicles, has access or is invited; every place or passageway owned or operated by the District of Sooke for the purpose of providing off-street parking and every sidewalk, trail, boulevard, greenway or boardwalk.
	Park	"Park" means all land dedicated, owned, controlled or used by the District of Sooke as public park, trail, sports field, playground, recreational area, or public open space, and includes the lands described in the District of Sooke Community Parks Inventory.
Victoria	Boulevard	"Boulevard" means a portion of a street or highway that has been seeded, sodded, or otherwise improved and maintained by the City
	Culturally sensitive area	"Culturally sensitive area" means any part of a park that is <ul style="list-style-type: none"> (a) a heritage site as defined in the Heritage Conservation Act whether designated or not; or (b) identified in a plan, map or City bylaw as having historical or cultural significance to British Columbia or an aboriginal people.

District	Term	Definition
Victoria	Environmentally Sensitive Area	<p>"Environmentally sensitive area" means any part of a park that has any of the following characteristics:</p> <p>(a) areas or landscape features identified in Sensitive Ecosystems Inventory for Eastern Vancouver Island and the Gulf Islands, published by the British Columbia Ministry of the Environment;</p> <p>(b) areas or landscape features identified in a plan, map or City bylaw as environmentally significant, an environmental protection area, a development permit area for protection of the environment, or for another similar purpose that is compatible with the conservation of ecological features and functions of the site.</p>
	Homeless Person	"Homeless person" means a person who has neither a fixed address nor a predictable safe residence to return to on a daily basis.
	Park	<p>"Park" includes</p> <p>(a) a public park, playground, square, green, footpath, beach, road in a park, and other public place that is not a street and that is under the custody, care, and management of the Director, and</p> <p>(b) Bastion Square and Centennial Square.</p>
	Vehicle	<p>"Vehicle" means:</p> <p>(a) a conveyance that is for transporting a person or thing, and that is powered by mechanical, muscular, animal, or other means, and</p> <p>(b) includes bicycles and tricycles.</p>
View Royal	At large	"At large" means any animal not under the immediate control of the owner or not contained in an enclosure as required by this Bylaw.
	Beach	"Beach" means all marine Foreshores in the Town of View Royal.

District	Term	Definition
View Royal	Environmentally Sensitive Area	<p>"Environmentally Sensitive Area" means:</p> <p>(i) an area or landscape feature identified in Sensitive Ecosystems Inventory for Eastern Vancouver Island and the Gulf Islands, published by the British Columbia Ministry of Environment; or</p> <p>(ii) an area or landscape feature identified in a Town bylaw as environmentally significant or a development permit area for the protection of the environment.</p>
	Natural Park Feature	"Natural Park Feature" means any tree, shrub, herb, flower, wildflower, grass, turf or plant of any kind; soil, silt, gravel, rock, mineral, wood, fallen timber or other park material.
	Park Area	"Park Area" means all land in the Town of View Royal that: (i) is reserved or dedicated as park by a bylaw of the Town or dedicated as park by the deposit of a subdivision a reference plan; (ii) was conveyed in trust to the Town for the purpose of park; or (iii) is any other parcel of land improved, maintained, developed or administered by the Town for parks and recreation purposes, including all buildings and structures situated thereon, and shall include any other parcel of land or property improved or maintained by the Town of View Royal.
	Public Place	"Public place" includes all highways, boulevards, parks or other real property owned, held, operated or administered by the Crown, Municipality or by a School District within the Municipality, and including CRD regulated parks.

Appendix B: CRD Bylaw for Parks and Roads

Table B, below, presents a comprehensive list of all bylaws that relate to sheltering in parks or roadways active in the CRD as of February 2025. Each bylaw can be accessed through the references listed at the end of this report. Please note, when it was not necessary to provide "Restrictions" to the bylaw under discussion, the column was merged to conserve space.

Table B

District	Bylaw Number	Key Provisions	Restrictions
CRD	Bylaw No. 3795	6. Camping (2) Subsection (1) does not apply to a homeless person, where the person erects a temporary shelter in the community park only between the hours of 11:00 p.m. and 7:00 a.m. and removes the temporary shelter from the park between 7:00 a.m. and 11:00 p.m.	(3) Despite subsection (2), a homeless person must not erect a temporary shelter in a playground, sports field, foot path, a road within a park, environmentally sensitive area, or any area within a park that has been designated for an event or activity under a valid and subsisting permit issued under the authority of this Bylaw.
Central Saanich	Bylaw No. 804	13. (a) Despite Section 13(1) of this bylaw, where there is no accessible shelter accommodation available in the District, a Homeless Person may erect, occupy, and use a Temporary Overnight Shelter: (i) on Public Lands that is not a Prohibited Area or (ii) in any area within a park that has not been designated for an event or activity under a valid and subsisting permit issued under the authority of this bylaw, provided that the Homeless Person complies with all other provisions of this bylaw.	13. (c) Each Temporary Overnight Shelter referred to in Section 13A(b) above may only cover an area of less than 10 m ² and may not adjoin, abut, or be connected to any other Temporary Overnight Shelter. (d) A Temporary Overnight Shelter shall not be erected, occupied, or used in, on, within, or attached to any Prohibited Area. (f) Any Temporary Overnight Shelter on Public Lands that is found: i) in, on, within, or attached to any Prohibited Area; or ii) during times not authorized by this Bylaw, shall be unlawful and subject to enforcement and removal, including the removal of any possessions, waste, and other incidental

District	Bylaw Number	Key Provisions	Restrictions
		<p>(b) Temporary Overnight Shelters shall only be erected, occupied or used each evening between the hours of 7:00 p.m. on one day and 9:00 a.m. of the following day, provided that the Homeless Person:</p> <ul style="list-style-type: none"> (i) not erect the Temporary Overnight Shelter until after 7:00 p.m. on one day; 	<p>materials in, at, or near the erection, occupancy, or use of the Temporary Overnight Shelter.</p> <p>(g) All Persons using Temporary Overnight Shelter on Public Lands shall be required to comply with all other provisions of this Bylaw and any other applicable District Bylaw, and Provincial</p>
Central Saanich	Bylaw No. 804	<p>(ii) take down and remove the Temporary Shelter prior to 9:00 a.m. of the following.</p>	<p>or Federal Act or Regulation.</p> <p>(h) Without limiting any other authority granted under this Bylaw, a Bylaw Enforcement Officer may remove or cause to be removed from Public Lands any Temporary Overnight Shelter that is not in compliance with this Bylaw, including any camping equipment, or possessions in, at, or near the Temporary Overnight Shelter.</p>
Colwood	Bylaw No. 1771	<p>5. Temporary Overnight Shelters</p> <p>(1) Except as provided in subsection (2) no person shall:</p> <ul style="list-style-type: none"> (a) camp overnight in or on any portion of any park or beach; (b) construct or place in or on any portion of any park or beach a tent or temporary building or structure without first obtaining a special events permit; <p>(2) Where there is no accessible overnight shelter accommodation available within the City of Colwood or the vicinity thereof, a person who has neither a fixed address nor a predictable safe resident to return to on a daily basis may, subject to the restrictions set</p>	<p>(3) A temporary overnight shelter permitted under subsection (2) must not be erected before 7:00 pm on any one day and must be taken down and removed before 8:30 am on the next day.</p> <p>(4) A temporary overnight shelter permitted under subsection (2) must not be erected or occupied at any time upon or within;</p> <ul style="list-style-type: none"> (a) 40 meters of any: <ul style="list-style-type: none"> i) playground, spray park or pools; ii) horticultural display areas or gardens; iii) skateboard bowls, tennis courts, or other sport courts; iv) sport fields, stadiums or dugouts; v) stages or bleachers; vi) recreation facilities

District	Bylaw Number	Key Provisions	Restrictions
		out in subsection (3), erect and occupy a temporary overnight shelter in a park.	<ul style="list-style-type: none"> vii) beaches ix) cemeteries; x) golf courses; xi) pathways, bridges, boardwalks, docks or wharves, xii) any land designated in the Land Use Bylaw as P5 Zone Natural Parks; or xiv) area of a park that has been designated for an event or activity
Colwood	Bylaw No. 1771		<p>under a valid and subsisting permit issued by the City.</p> <ul style="list-style-type: none"> (b) 10 meters of an established trail, sidewalk or private property; or (c) an environmentally sensitive area <p>5) In addition to abiding by the regulations in section 4(1) and 4(2) of this Bylaw, a person who has erected a temporary overnight shelter permitted under subsection (2) must not:</p> <ul style="list-style-type: none"> a) obstruct a highway or interfere with the lawful use of a person or vehicle using a highway; (b) obstruct a City employee in the performance of their duties
Highlands	Bylaw No. 377	<p>CURFEW</p> <p>13. No person shall enter upon or otherwise remain within the park for any purpose whatsoever between 10:00 p.m. and 7:00 a.m.</p> <p>CAMPING</p> <p>26. No person shall camp or sleep overnight in the park with or without shelter of any kind, including but not restricted to, a vehicle, recreational vehicle, tent, lean-to, or other natural shelter.</p>	

District	Bylaw Number	Key Provisions	Restrictions
Highlands	Bylaw No. 300	No Lodging 5.16 No Person shall use any vehicle, trailer or camper parked on a road right-of-way for the purpose of lodging, sleeping accommodation or a residence.	
Juan de Fuca and Salt Spring Island Electoral Area	Bylaw No. 3795	6. Camping (2) Subsection (1) does not apply to a homeless person, where the person erects a temporary shelter in the community park only between the hours of 11:00 p.m. and 7:00 a.m. and removes the temporary shelter from the park between 7:00 a.m. and 11:00 p.m.	(3) Despite subsection (2), a homeless person must not erect a temporary shelter in a playground, sports field, foot path, a road within a park, environmentally sensitive area, or any area within a park that has been designated for an event or activity under a valid and subsisting permit issued under the authority of this Bylaw. (4) Nothing in this section will permit any person to violate any other section of this Bylaw at any time.
Langford	Bylaw No. 177	4.13. Despite subsection 4.10, subsection 4.11 and subsection 4.12 of this Bylaw, where there is no accessible overnight shelter accommodation available within	4.14. 4.14. A temporary overnight shelter permitted under subsection 4.13: (a) must not be erected before 7:00 p.m. on any one day and must be
Langford	Bylaw No. 177	the City or the vicinity thereof, a homeless person may erect and occupy a temporary overnight shelter in a park subject to the restrictions set out in subsection	taken down before 7:00 a.m. on the next day following when Daylight Saving Time is not in effect; (b) must not be erected before 8:00 p.m. on any one day and must be taken down and removed before 7:00 a.m. on the next day following when Daylight Saving Time is in effect; (c) must not be erected or occupied at any time in, upon or within 10 meters of any of the following: (i) washroom facilities; (ii) a road, driveway or parking facilities; (iii) a pathway, trail, bridge, boardwalk, dock or wharf; (iv) a beach;

District	Bylaw Number	Key Provisions	Restrictions
			<p>(v) land designated on the City's official community plan as development permit areas for the purpose of protecting the natural environment; and</p> <p>(d) must not be erected or occupied at any time in, upon or within 100 metres of any of the following:</p> <ul style="list-style-type: none"> (i) a playground, spray park or pool; (ii) a horticultural display area or garden; (iii) a tennis court or other sport court; (iv) a sport field, stadium or dugout; (v) a stage or bleachers; (vi) a picnic shelter or gazebo; (vii) recreation facilities; (viii) a cenotaph; and <p>(e) must not occupy more than 9 square meters in area, including all associated objects and possessions.</p>
Metchosin	Bylaw No. 57	<p>3.1 Parking Regulations</p> <p>Except to comply with the directions of a peace officer, or traffic control device or traffic patrol or an emergency vehicle which is in actual use for official duties, no person shall park:</p> <p>(...)</p> <p>(29) upon any portion of a highway for the purpose of taking up overnight abode;</p>	
Metchosin	Bylaw No. 532	<p>Fires and Camping</p> <p>6. No person shall light or keep lit any fire in a park.</p> <p>7. No person shall camp or sleep overnight in a park with or without a shelter of any kind, including, but not restricted to, a vehicle, a recreational vehicle, tent, lean to, or other natural shelter.</p>	

District	Bylaw Number	Key Provisions	Restrictions
North Saanich	Bylaw No. 1470	<p>Temporary Overnight Shelter</p> <p>22. Where there is no overnight shelter accommodation available within the District or the vicinity thereof, a homeless person may erect and occupy a temporary overnight shelter in a park subject to the following restrictions:</p> <p>(a) temporary overnight shelter must not be erected before 7:00 p.m. in any one day and must be taken down and removed before 9:00 a.m. on the following day;</p>	<p>(b) temporary overnight shelter must not be erected at any time within or upon any of the following:</p> <ul style="list-style-type: none"> (i) playgrounds; (ii) horticultural display areas or gardens; (iii) tennis courts, pickleball courts or other sport courts or fields; (iv) washroom facilities, picnic shelters or gazebos; (v) recreation facilities; (vi) beaches; (vii) trails, bridges, boardwalks, docks or wharves; or (viii) roadways. <p>23. Temporary overnight shelter must not be erected on a dedicated highway</p>
Oak Bay	Bylaw No. 4672	<p>Traffic/Parking</p> <p>4. (1) No person shall park any motor vehicle or trailer or allow it to remain in any park except in a portion of a park designated for parking.</p> <p>(2) With the exception of a person using a boat-ramp for launching purposes while his boat is in use in the sea, no person shall park any motor vehicle or trailer in any park during the hours between 11:00 p.m. and 6:00 a.m.</p>	
Oak Bay	Bylaw No. 4672	<p>Miscellaneous</p> <p>23. (1) No person, without first obtaining the written permission of the Director, shall erect a tent, building, structure or shelter in or on any park.</p> <p>(2) No person shall camp, or take up temporary or permanent abode in or on any park.</p>	
Saanich	Bylaw No. 7753	<p>Regulations</p> <p>14.1. a) Despite section 14 of this Bylaw, where there is no accessible overnight shelter</p>	See Appendix C

District	Bylaw Number	Key Provisions	Restrictions
		accommodation available within the District of Saanich or the vicinity thereof, a homeless person may erect and occupy a temporary overnight shelter in a park subject to the restrictions set out in Schedule "C" (See Appendix B) attached hereto.	
Saanich	Bylaw No. 7753	<p>Regulations</p> <p>14.1. a) Despite section 14 of this Bylaw, where there is no accessible overnight shelter accommodation available within the District of Saanich or the vicinity thereof, a homeless person may erect and occupy a temporary overnight shelter in a park subject to the restrictions set out in Schedule "C" (See Appendix C) attached hereto.</p> <p>(b) Any temporary overnight shelter erected or occupied in a park contrary to the restrictions set out in Schedule "C" (See Appendix C) attached hereto constitutes a chattel unlawfully deposited in a park which may be removed, seized, impounded and sold in accordance with the provisions of section 29</p>	
Sooke	Bylaw No. 101	<p>Camping</p> <p>32. No person shall camp or sleep overnight in a park with or without a shelter of any kind, including, but not restricted to, a vehicle, recreational vehicle, tent, lean to, or other natural shelter.</p>	
Sooke	Bylaw No. 101	Vehicles and Parking	<p>48. No person shall park any vehicle in a park, except in a parking lot while that person is lawfully using the park.</p>
Sydney	Bylaw No. 1688	<p>Overnight Accommodation and Erecting Temporary Shelter</p> <p>12.1 A Homeless Person may take up overnight accommodation and erect or occupy a Temporary Shelter in a Park, between the hours of 7:00 pm on one day and 9:00 am the following day, provided the Homeless Person:</p>	<p>12.1 A Homeless Person may take up overnight accommodation and erect or occupy a Temporary Shelter in a Park, between the hours of 7:00 pm on one day and 9:00 am the following day, provided the Homeless Person:</p> <p>a) does not erect the Temporary Shelter, or occupy, or take up overnight accommodation, within 100</p>
Sydney	Bylaw No. 1688	(see "Restrictions" in the adjacent column)	meters of any playground, community garden, sports field, tennis court, picnic shelter, gazebo, stage, water park, skate

District	Bylaw Number	Key Provisions	Restrictions
			<p>park, parking lot public washroom, ornamental garden, or horticultural display;</p> <p>b) does not erect the Temporary Shelter, or occupy, or take up overnight accommodation, on or within 50 metres of an established trail or sidewalk;</p> <p>c) does not erect the Temporary Shelter, or occupy, or take up overnight accommodation, within 100 metres of private property;</p> <p>d) does not erect the Temporary Shelter, occupy, or take up overnight accommodation within 200 metres or any area of a park that has been designated for an event or activity under a valid and subsisting permit issued by the Town; e) does not damage or alter Town property, including fencing, trees, shrubs, plantings, benches, or other equipment or infrastructure;</p> <p>f) removes the Temporary Shelter by 9:00 am each morning and does not leave possessions, debris, litter or any other article behind, and does not return before 7:00 pm the same day;</p> <p>g) does not obstruct a highway or interfere with the lawful use of a person or vehicle using a highway; h) or does not obstruct a Town employee in the performance of his duty.</p> <p>12.2 Notwithstanding section 12.1, no person may enter, occupy, or remain within a public facility, picnic shelter, gazebo, stage or other permanent structure or facility between the hours of 11pm and 7am.</p>

District	Bylaw Number	Key Provisions	Restrictions
Esquimalt	Bylaw No. 2665	<p>3. Park Regulations</p> <p>3.1 Prohibited Acts</p> <p>3.1.5 No person may enter, occupy or remain in a park:</p> <ul style="list-style-type: none"> a) between dusk and dawn except as permitted pursuant to Schedule "A"; (See Appendix D) b) for the purpose of taking up overnight abode; or c) by crossing any area where signs have been erected pursuant to this Bylaw forbidding such crossing. <p>3.1.10 Erect, construct or build or cause to be erected, constructed or built in or on any park, public place or boulevard any tent, building, shelter, pavilion or other construction without the prior express permission of the Director.</p> <p>3.1.11 Live or take up quarters in a park as either a temporary or permanent abode.</p> <p>3.1.22 Park any vehicle or trailer or allow it to remain in any park or public place except where parking is designated. No person may park any vehicle or trailer or allow it to remain in any park or public place between dusk to dawn.</p>	
Victoria	Bylaw No. 10-046	<p>(Ross Bay Cemetery)</p> <p>Part 7 – General Regulations</p> <p>Permission to enter the cemetery during prohibited times</p> <p>42. A person shall not, without the prior written permission of the Director, enter or remain in the cemetery between:</p> <ul style="list-style-type: none"> (a) the earlier of 11:00 p.m. or one hour after sunset of a day, and (b) the later of 6:00 a.m. or one hour before sunrise of the next calendar day. 	
Victoria	Bylaw No. 07-059	<p>Closing Hours</p> <p>9.(1) A person must not cause a vehicle to be in Clover Point Park between 11:00 p.m. of one day and 6:00 a.m. of the next day.</p> <p>(2) A person must not use the road leading to the lookout in Beacon Hill Park, known as Checkers Pavilion, between one-half hour after sunset of one day and one-half hour before sunrise of the next day.</p>	

District	Bylaw Number	Key Provisions	Restrictions
		<p>(3) A person must not enter or remain in any of the following parks between one hour after sunset of one day and one hour before sunrise of the next day:</p> <ul style="list-style-type: none"> (a) Moss Rocks Park; (b) Franklin Green; (c) Pioneer Square. <p>(4) A person must not enter or remain in Victoria Youth Park between 10:30 p.m. of one day and 7:00 a.m. of the following day.</p>	
Victoria	Bylaw No. 07-059	<p>Overnight Shelter</p> <p>(2) A homeless person must not place, secure, erect, use, or maintain in place, in a park, a structure, improvement or overhead shelter, including a tent, lean-to, or other form of overhead shelter constructed from a tarpaulin, plastic, cardboard or other rigid or non-rigid material:</p> <ul style="list-style-type: none"> (a) subject to sub-section (b), except between the hours of: <ul style="list-style-type: none"> (i) 7:00 o'clock p.m. of one day and 7:00 o'clock a.m. of the next day when Daylight Saving time is not in effect; and (ii) 8:00 o'clock p.m. of one day and 7:00 o'clock a.m. of the next day when Daylight Saving time is in effect, 	<p>(2) A homeless person must not place, secure, erect, use, or maintain in place, in a park, a structure, improvement or overhead shelter, including a tent, lean-to, or other form of overhead shelter constructed from a tarpaulin, plastic, cardboard or other rigid or non-rigid material:</p> <ul style="list-style-type: none"> (b) at any time, in <ul style="list-style-type: none"> (i) a playground, sports field, footpath or road within a park, (ii) an environmentally or culturally sensitive area, community garden, or horticultural area, (iii) any area within a park that has been designated for an event or activity under <ul style="list-style-type: none"> (A) a valid and subsisting permit issued under the authority of this Bylaw, or (B) a lease, licence, or other agreement authorized by Council, (iv) Arbutus Park, (v) Bastion Square, (vi) Beacon Hill Park, (vii) Cecelia Ravine Park, (viii) Centennial Square,

District	Bylaw Number	Key Provisions	Restrictions
			<ul style="list-style-type: none"> (ix) Central Park, (x) Coffin Island, (xi) Cridge Park, (xii) David Spencer Park, (xiii) Haegert Park, (xiv) Hollywood Park, (xv) Irving Park, (xvi) Kings Park, (xvii) MacDonald Park, (xviii) Moss Rocks Park, (xix) Quadra Park, (xx) Reeson Park, (xxi) Regatta Point Park, (xxii) Robert Porter Park, (xxiii) South Park, (xxiv) Stadacona Park, (xxv) Summit Park,
Victoria	Bylaw No. 07-059		<ul style="list-style-type: none"> (xxvi) Topaz Park, or (xxvii) Vic West Park. <p>(c) at any time within 4 metres of a private property line,</p> <p>(d) at any time, in any area identified by the Director as susceptible to flooding, erosion, slope instability, or other environmental hazards, provided that signage has been erected to indicate the area as such.</p> <p>(3) Notwithstanding subsection (2), person must not place, erect, maintain or use a shelter in a park at any time</p> <ul style="list-style-type: none"> (a) within 8 metres of a playground, (b) 4 metres of any area listed in section 16A(2)(b),

District	Bylaw Number	Key Provisions	Restrictions
			<p>(c) 4 metres of any other shelter that is placed, erected, maintained or used in accordance with section 16A or this section,</p> <p>(d) within 50 metres of a school as defined in the School Act, or</p> <p>(e) that, including all associated objects or possessions, occupies more than 9 square meters in size.</p> <p>(4) A person must not keep, store, or use in a park</p> <p>(a) a barbecue, stove, heater, or any other open flame appliance,</p> <p>(b) or a propane tank, gasoline container, or any other flammable gas or liquid.</p>
Vicotria	Bylaw No. 07-059	<p>Part 3- General Regulations</p> <p>Traffic and parking</p> <p>(1) A person may do any of the following activities in a park only if that person has received prior express permission under section 5:</p> <p>(h) park a vehicle in a park for longer than 3.5 hours between 7:00 a.m. and 6:00 p.m. of any day from Monday to Friday;</p> <p>(k) park a vehicle in a park for the purpose of sleeping overnight in the vehicle;</p>	
Vicotria	Bylaw No. 07-059	(l) sleep overnight in a vehicle in a park;	
View Royal	Bylaw No. 986	<p>6.0 Damage to Property</p> <p>6.1. No person shall:</p> <p>(d) begin or continue the construction, placement or deposit of any structure or matter, or dig in the soil, without prior written authorization of the Director or a Park Permit;</p> <p>6.2 No person shall build or place any temporary or permanent structure in a Park Area without prior written authorization of the Director.</p>	

District	Bylaw Number	Key Provisions	Restrictions
View Royal	Bylaw No. 986	11.0 Parking Lots 11.2 Without limiting Sections 10.1 and 10.2, no person shall: (a) leave a Motor Vehicle in a Parking Lot overnight; or (b) act contrary to any traffic control device in a Parking Lot.	
View Royal	Bylaw No. 986	17. Park Hours 17.1 Unless otherwise specified by the Director, Park Areas shall be closed to the public between the hours of 11:00 p.m. and 5:00 a.m. on all days.	
View Royal	Bylaw No. 980	Section 12: Miscellaneous Regulations Sleeping in Vehicles 12.3. A person is not permitted to sleep overnight on any Street, including in a vehicle parked on a Street.	

Appendix C: Saanich – Bylaw 7753 - Schedule “C”

Schedule “C”, referenced in Saanich Bylaw no. 7752; “For the Management, Control and Use of Parks, Beaches and Other Public Places within the District of Saanich,” details the restrictions on temporary shelters permitted within the District of Saanich. For further details on other sheltering bylaws within the CRD, please refer to Appendix A.

Restrictions on Temporary Overnight Sheltering

1. A temporary overnight shelter permitted under section 14.1(a) of this Bylaw must not be erected before 7:00 p.m. on any one day, and must be taken down and removed before 7:00 a.m. on the next day following.
2. A temporary overnight shelter permitted under section 14.1(a) of this Bylaw must not be erected or occupied at any time within or upon any of the following:
 - (i) an environmentally sensitive area;
 - (ii) a playground, spray park or pool, or any area within 3 metres of a playground, spray park or pool;
 - (iii) a horticultural display area or garden; (iv) a skateboard bowl, tennis court or other sports court, or any area within 3 metres of a skateboard bowl, tennis court or other sports court;
 - (v) a sports field, stadium or dugout, or any area within 3 metres of a sports field, stadium or dugout;
 - (vi) a stage or bleachers, or any area within 3 metres of a stage or bleachers;
 - (vii) a washroom facility, picnic shelter or gazebo, or any area within 3 metres of a washroom facility, picnic shelter or gazebo;
 - (viii) a recreation facility, or any area within 3 metres of a recreation facility; (ix) a beach;
 - (x) a cemetery;
 - (xi) a golf course;
 - (xii) a pathway, bridge, boardwalk, dock or wharf;
 - (xiii) a road, driveway or parking facility.
3. A homeless person permitted to erect and occupy a temporary overnight shelter under section 14.1(a) of this Bylaw may do so only in a park listed below and in no other park:
 - a) Agate Park;
 - b) Allenby Park;
 - c) Baxter Park;
 - d) Beckwith Park;
 - e) Bernard Park;
 - f) Blair Park;
 - g) Braefoot Park;
 - h) Broadmead Park;
 - i) Brodick Park;
 - j) Browning Park;
 - k) Brydon Park;
 - l) Cadboro-Gyro Park;

- m) Casa Marcia Park;
- n) Cecelia Creek Falls Park;
- o) Cedar Hill Park;
- p) Claremont-Goddard Park;
- q) Commonwealth Place Park;
- r) Copley East Park;
- s) Copley West Park;
- t) Cordova Bay Park;
- u) Craigflower-Kosapsom Park;
- v) Edge Park; w) Emily Carr Park;
- x) Estelline Park; y) Fairburn Park;
- z) Fowler Park;
- aa) Francisco Park;
- bb) Glanford Park;
- cc) Glencraig Park;
- dd) Gore-Peace Memorial Park;
- ee) Gorge Park; ff) Gorge Waterway Park;
- gg) Goward Park;
- hh) Hampton Park;
- ii) Harvest Lane Park;
- jj) Horner Park;
- kk) Houlihan Park;
- ll) Hyacinth Park;
- mm) Industrial Buffer Park;
- nn) Kenmore Park;
- oo) King Alfred Park;
- pp) Lambrick Park;
- qq) Leeds Park;
- rr) Lochside Park;
- ss) Majestic Park;
- tt) Maltwood Park;
- uu) Marigold Park;
- vv) Maynard Park;
- ww) McBriar Park;
- xx) McMinn Park;
- yy) McMorran Park;
- zz) Meadow Park;
- aaa) Montague Park;
- bbb) Mount View Park;
- ccc) Onyx Park;
- ddd) Outerbridge Park;
- eee) Panama Hill Park;
- fff) Parkwood Park;
- ggg) Perez Park;
- hhh) Playfair Park;
- iii) Prospect Lake Park;

jjj) Qu'Appelle Park;
kkk) Rainbow Park;
lll) Regina Park;
mmm) Reynolds Park;
nnn) Rogers Park;
ooo) Rogers Court Park;
ppp) Rosedale Park;
qqq) Rudd Park;
rrr) Rutledge Park;
sss) Sayward Hill Park;
ttt) Sierra Park;
uuu) South Valley Park;
vvv) Springridge Park;
www) Tolmie Park;
xxx) Tyndall Park;
yyy) Unnamed Park at 4394 West Saanich Road;
zzz) Unnamed Park on Walter Ave at Dysart Road;
aaaa) Vantreight Park;
bbbb) Vic Derman Park;
cccc) Whitehead Park.

Appendix D: Esquimalt – Bylaw No. 2664 – Schedule “A”

Schedule “A,” referenced in Esquimalt’s Parks and Recreation Bylaw No. 2665, details the hours of operation for park facilities in Esquimalt.

Bylaw No. 2665

Page 9 of 20

SCHEDULE “A”

HOURS OF OPERATION

[Bylaw No. 3080]

Archie Browning Sports Centre	24 hour per day operation with hours varying according to bookings and programs
Esquimalt Recreation Centre	5:30 am to 10:30 pm
Statutory Holidays	There will be reduced hours of operation on statutory holidays based upon facility user and program bookings. Hours of operation on Statutory Holidays will be established by the Director
Parks	Dawn to Dusk
Esquimalt Lacrosse Box	8:00 am to 10:00 pm (includes lights on)
Esquimalt Gorge Park/Pavilion	Hours varying according to bookings and programs

Appendix E: British Columbia – Motor Vehicle Act – Regulations on Parking

The Motor Vehicle Act contains the provincial legislation governing the use of motor vehicles on public roads in British Columbia. The Act is extensive, containing 48 chapters and over 300 pages. The full text of the Motor Vehicle Act, including regulations on driver licensing, vehicle registration, traffic safety, and enforcement, can be accessed through the Government of British Columbia's official website. The five sections below (187, 189-192) detail the legislative regulation on parking imposed by the province.

Where parking prohibited

- 187** (1) Subject to subsection (3), if outside of a business or residence district it is practicable to stop, park or leave a vehicle off the roadway, a person must not stop, park or leave the vehicle either unattended or attended on the roadway.
- (2) Subject to subsection (3), a person must not park a vehicle so as to obstruct the free passage of traffic on the highway.
- (3) Subsections (1) and (2) do not apply when a vehicle is so disabled that it is not practicable to avoid stopping and temporarily leaving it on a highway.

When vehicle stopping prohibited

- 189** (1) Except when necessary to avoid conflict with traffic or to comply with the law or the directions of a peace officer or traffic control device, a person must not stop, stand or park a vehicle as follows:
- (a)on a sidewalk or boulevard;
 - (b)in front of a public or private driveway;
 - (c)in an intersection, except as permitted by a sign;
 - (d)within 5 m of a fire hydrant measured from a point in the curb or edge of the roadway that is closest to the fire hydrant;
 - (e)on a crosswalk;
 - (f)within 6 m of the approach side of a crosswalk;
 - (g)within 6 m on the approach to a flashing beacon, stop sign or traffic control signal located at the side of a roadway;
 - (h)within 6 m either side of the entrance to or exit from a hotel, theatre, public meeting place, dance hall, fire hall or playground in rural area;
 - (i)within 15 m of the nearest rail of a railway crossing;
 - (j)subject to subsection (4), on a highway for the principal purpose of
 - (i)displaying a vehicle for sale,

- (ii)advertising, greasing, painting, wrecking, storing or repairing a vehicle, unless repairs are necessitated by an emergency,
 - (iii)displaying signs, or
 - (iv)selling flowers, fruit, vegetables, sea foods or other commodities or articles;
 - (k)alongside or opposite a street excavation or obstruction when stopping, standing or parking obstructs traffic;
 - (l)on the roadway side of a vehicle stopped or parked at the edge or curb of a roadway;
 - (m)on a bridge or other elevated structure on a highway, or in a highway tunnel, except as permitted by a traffic control device;
 - (n)in a place in contravention of a traffic control device that gives notice that stopping, standing or parking there is prohibited or restricted;
 - (o)in a manner that obstructs the visibility of a standard traffic sign erected by or with the authority of the minister responsible for the administration of the *Transportation Act*, a municipality, a treaty first nation, the Nisga'a Nation or a Nisga'a Village.
- (2) A person must not move a vehicle that is not lawfully under the person's control into a place mentioned in subsection (1).
- (3) Despite subsection (1) (f) and (g), a municipality may provide by bylaw that, if authorized by a sign posted by the municipality, a person may park a cycle or motorcycle within 6 m of the approach side of a crosswalk or within 6 m on the approach to a flashing beacon, stop sign or traffic control signal if the cycle or motorcycle is
- (a)of a size that, and
 - (b)parked so that

the cycle or motorcycle does not obstruct a motorist's view of the crosswalk, flashing beacon, stop sign, traffic control signal or an intersection.

(3.1) If a municipality enacts a bylaw referred to in subsection (3), or a treaty first nation or a Nisga'a Government enacts a law having the same effect, a person may park a cycle or motorcycle in accordance with the bylaw or law.

(4) Subsection (1) (j) does not apply to a person acting under and in accordance with an authorization given under section 62 (2) or (6) of the *Transportation Act*.

Manner of parking

190 Except when a municipality, a treaty first nation, the Nisga'a Nation, a Nisga'a Village or the minister responsible for the administration of the *Transportation Act* permits, a driver must not stop, stand or park a vehicle on a roadway other than on the right side of the roadway and with the right hand wheels parallel to that side, and where there is a curb, within 30 cm of the curb.

Leaving parked vehicle

191 (1) A motor vehicle must be equipped with a lock or other device to prevent the unauthorized use of the motor vehicle.

(2) A driver must not permit a motor vehicle to stand unattended or parked unless the driver has

(a)locked it or made it secure in a manner that prevents its unauthorized use, and

(b)if the motor vehicle is standing on a grade, turned the front wheels of the vehicle to the curb or side of the highway.

Parking on private property

192 (1) If a motor vehicle or trailer is left without the occupier's consent on private property in a municipality, treaty lands or Nisga'a Lands or for a period exceeding 72 hours on private property not in a municipality, treaty lands or Nisga'a Lands, the owner of the motor vehicle or trailer is deemed to have authorized and empowered the occupier to be the owner's agent for the purpose of towing it to a place of storage and of storing it.

(2) The agent has a lien against the motor vehicle or trailer for all reasonable advances made or charges incurred in connection with the towing and storing of it in the course of the agency.

(3) The procedure respecting enforcement of the lien must be governed by the [Warehouse Lien Act](#).

Aligning the Federal/Provincial Homelessness Response

February 5, 2025

CRD Hospitals & Housing
Committee Presentation

APPENDIX F



CRD

Agenda

- Federal/Provincial Alignment
- CRD Regional Alignment
- Key Milestones from 2024
- Partnering with the Canadian Alliance to End Homelessness

Federal-Provincial Alignment

- **Reaching Home**

- As Canada's Homelessness Strategy, Reaching Home is a community-based program that aims to prevent and reduce homelessness by providing direct support and funding to communities through a Community Entity (CE) model
- A Coordinated Access system supported by HIFIS (or equivalent HMIS) and quality data are cornerstones of the Reaching Home program



- **Belonging in BC**

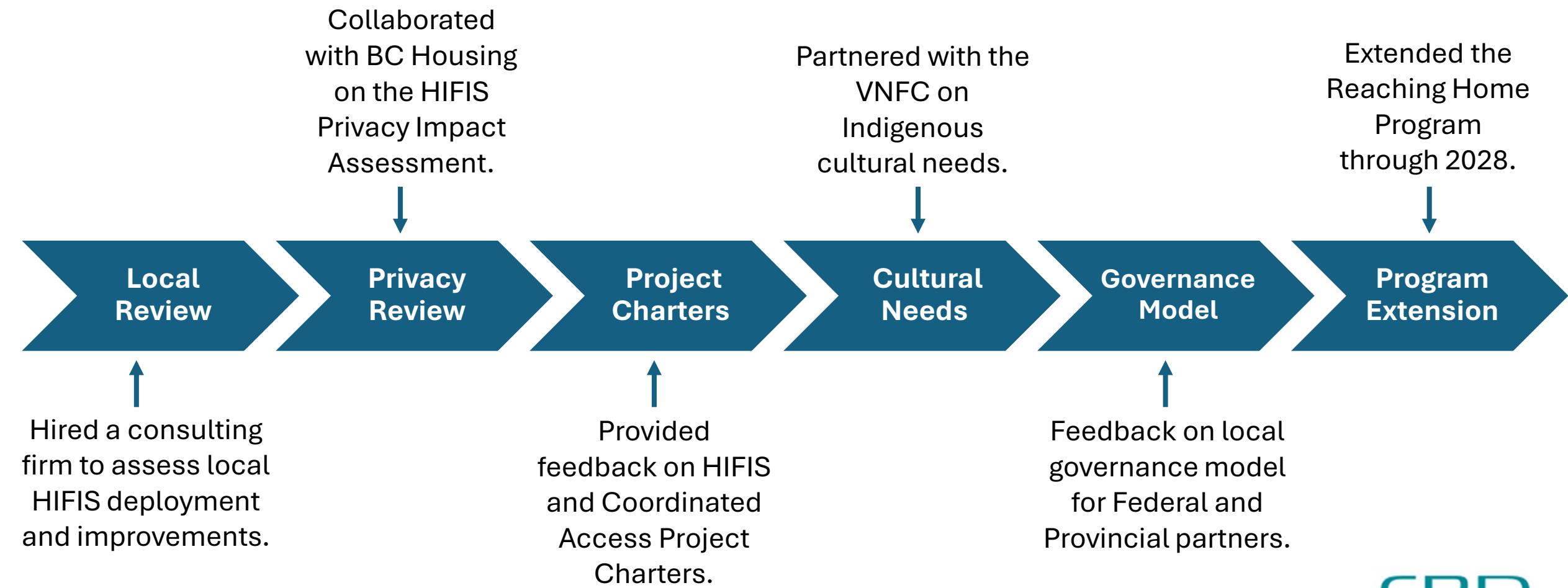
- A comprehensive provincial plan to prevent and reduce homelessness that focuses on access to services and housing through coordinated government and community systems
- A Coordinated Access system will support the implementation of the province's Integrated Support Framework and improve coordination of services to enable improved access

CRD Regional Alignment

- CRD staff are working with Federal & Provincial partners on the alignment project to integrate Coordinated Access and HIFIS policies under the Reaching Home Program.
- In 2024, **HICC, HMA, BC Housing** and federal Reaching Home Community Entities, including the CRD, launched a new partnership.
- The partnership aims to align efforts across governments to address homelessness.



Key Milestones from 2024:



Partnering with the Canadian Alliance to End Homelessness (CAEH)

- The CAEH has partnered with the Province of BC to provide support to the Province, BC Housing and CEs on the alignment project through Built for Zero Canada.
- Improvement & Data Advisors will provide coaching and data support for By-Name data, Coordinated Access and other system resources, data dashboards, scorecards and other tools to CE and BCH staff.
- The CAEH will help the region and province with problem solving, provide supports to improve, analyze and use data, and promote data literacy and best practices.
- CAEH Supports in the CRD are expected to begin April 2025



QUESTIONS?

**REPORT TO HOSPITALS AND HOUSING COMMITTEE
MEETING OF WEDNESDAY, DECEMBER 3, 2025**

SUBJECT **Regional Housing First Program Funding Increase and Land Lease: Verdier Affordable Housing Development**

ISSUE SUMMARY

To allocate the remaining \$325 thousand (K) in funding available under the Regional Housing First Program (RHFP) to the Capital Region Housing Corporation's (CRHC) Verdier project.

BACKGROUND

The Verdier project is a proposed multi-unit, mixed use development at 1183 Verdier Avenue in Central Saanich. In April 2023, the Capital Regional District (CRD) Board awarded \$5,075,000 in RHFP to the CRHC as the initial step towards the acquisition and redevelopment of the property. The partnership would see the CRD purchase the property and enter a long-term lease with the CRHC prior to construction. In March 2024, the project was selected to proceed through the *Building BC: Community Housing Fund*, that will provide approximately \$18.1 million (M) in grant funding in addition to an ongoing operating subsidy. In July 2025, the CRD Board approved allocating approximately \$800K from the Regional Housing Trust Fund to the Verdier Project.

The project aligns with the District of Central Saanich Official Community Plan (OCP) land use designation of Multi-Unit Residential and policies that support mixed-use development in the core commercial areas. The overall scope of the project is to redevelop the property into 110 new affordable rental homes, including 22 homes rented at Shelter Rate and 55 homes with rents geared to income (RGI) for eligible households. In alignment with the OCP, the project will include a 2,000 square foot commercial space, which has been designed to accommodate childcare operations.

ALTERNATIVES

Alternative 1

That the Hospitals and Housing Committee recommends to the Capital Regional District Board:

- 1) That \$325,000 in grant funding from the Regional Housing First Program be allocated towards the Verdier development, bringing the total contribution to \$5,400,000; and
- 2) That Edward Robbins, Chief Administrative Officer, and Nelson Chan, Chief Financial Officer, or their duly authorized delegates, or any two directors or officers of the Corporation, be authorized to do all things necessary to affect the project and take such steps as required to conclude the financing, lease, construction, and operation of the project located at 1183 Verdier Avenue.

Alternative 2

That this report be referred to staff for additional information.

IMPLICATIONS

Service Delivery Implications

The Verdier development consists of a six-storey, wood framed, mixed-use development containing ground level commercial space. The proposed RHFP funding increase would help support the development as it expands from 105 to 110 homes. The rental structure includes 22 homes that will be offered at Shelter Rate (up from 21), 55 homes at RGI and 33 homes at affordable rent levels, as defined in the Operating Agreement with BC Housing.

The CRD will retain ownership of the property and will enter a nominal lease with the CRHC prior to the start of construction. The lease term will end 60 years after the certificate of occupancy is issued. Under this arrangement, the CRHC will assume responsibility for all costs relating to developing the property and operating the affordable rental housing component, while the commercial space will be leased to and operated by a third-party service provider. The commercial component of the project will not carry a mortgage, once in operation.

The CRHC will hold the mortgage for the property and will be responsible for the debt servicing and operations. Debt servicing and operations costs will be paid through tenant rent revenue and an ongoing operating subsidy received from BC Housing. As part of CRHC's mortgage registration, the CRD will be required to enter a Tri-Partite Agreement between the CRD, CRHC and BC Housing Management Commission (BCHMC). This agreement overlaps with the Landlord Estoppel Certificate and is in place because the land and improvements will be leased to the CRHC by the CRD. As a condition of making the loan, the lender wishes to use this Tri-Partite Agreement to set out rights and obligations relating to the lease and mortgage. The agreement will ensure that the lease remains in force and in effect, and the parties agree to keep the lease in good standing. It also prevents the CRHC and the CRD from terminating their lease agreement without written consent of BC Housing.

Financial Implications

On October 29, 2025, the Regional Housing 2026 Operating and Capital Provisional Budget was approved by the CRD Board. As identified in the CRD's Five-Year Capital Plan for Land Banking and Housing (attached as Appendix A), the remaining \$325K in RHFP funds is proposed for allocation to a project in 2026.

RHFP Program Implications

The proposed \$325K grant contribution to the Verdier development would bring the total RHFP allocation to \$120M, supporting 366 Shelter Rate units and 1,494 units overall. If approved, this would fully allocate the remaining RHFP funds from all three funding partners.

Initially, this final carryforward of \$325K was set aside to support closing costs associated with the Capital Regional Hospital District acquisition of Mt. Tolmie. However, as these funds were not needed for this purpose, they are to be reallocated to the Verdier project, which is the last project that will receive Final Project Approval under the RHFP.

CONCLUSION

Approval of the \$325K increase in RHFP funding to the Verdier development will complete the program's grant allocation and enable the development to proceed with its expanded scope of 110 affordable rental homes. The adjustment brings the total RHFP investment to \$120M, fully committing all program funds across 1,494 homes, including 366 at Shelter Rate.

The Verdier project represents the final development under the RHFP and exemplifies the program's success in leveraging federal, provincial, and regional partnerships to deliver long-term affordable housing. Under the RHFP delivery model, the CRD will retain ownership of the property and enter a long-term lease with the CRHC, ensuring the asset remains in public ownership while enabling the CRHC to develop and operate the affordable housing.

The project will provide a mix of deeply affordable, RGI and market homes, along with community-serving commercial space, advancing the CRD Board's strategic priorities of increasing the supply of affordable, inclusive, and adequate housing across the region.

RECOMMENDATION

That the Hospitals and Housing Committee recommends to the Capital Regional District Board:

- 1) That \$325,000 in grant funding from the Regional Housing First Program be allocated towards the Verdier development, bringing the total contribution to \$5,400,000; and
- 2) That Edward Robbins, Chief Administrative Officer, and Nelson Chan, Chief Financial Officer, or their duly authorized delegates, or any two directors or officers of the Corporation, be authorized to do all things necessary to affect the project and take such steps as required to conclude the financing, lease, construction, and operation of the project located at 1183 Verdier Avenue.

Submitted by:	Don Elliott, BA, MUP, Senior Manager, Regional Housing
Concurrence:	Kevin Lorette, P. Eng., MBA, General Manager, Housing, Planning and Protective Services
Concurrence:	Nelson Chan, MBA, FCPA, FCMA, Chief Financial Officer & General Manager, Finance & Technology
Concurrence:	Ted Robbins, B. Sc., C. Tech., Chief Administrative Officer

ATTACHMENT

Appendix A: CRD's 5 Year Capital Plan for Land Banking and Housing – 2026 to 2030

APPENDIX A

CAPITAL REGIONAL DISTRICT

5 YEAR CAPITAL PLAN

2026 - 2030

Service #: 1.310
Service Name: Land Banking and Housing

**REPORT TO HOSPITALS AND HOUSING COMMITTEE
MEETING OF WEDNESDAY, DECEMBER 3, 2025**

SUBJECT Verdier Project – Mortgage Registration and Final Project Approval

ISSUE SUMMARY

BC Housing Management Commission (BCHMC) requires a Resolution of Directors from the Capital Region Housing Corporation (CRHC) Board to authorize the execution of the mortgage documents relating to the redevelopment project located at 1183 Verdier Avenue (Verdier) in the District of Central Saanich (Central Saanich).

The Policy to Determine Delegation of Authority for the CRHC requires that any acquisition, retention, management or divestment of lands or improvements or any interest or right in or with respect to property of the CRHC that exceeds \$500 thousand (K) be considered by the Board.

BACKGROUND

Located in Brentwood Bay, Verdier is an existing commercial property, consisting of a four-unit strip mall that is nearing the end of its useful life. In April 2023, the Capital Regional District (CRD) Board awarded \$5.1 million (M) through the Regional Housing First Program (RHFP) for the acquisition of Verdier. In December 2025, the CRD Board will consider increasing the contribution by \$325K for a total RHFP grant contribution of \$5.4M.

As a condition precedent of the Purchase Agreement, CRD staff secured rezoning and Development Permit approvals in March 2025. The purchase closed in May 2025, and the last remaining commercial tenant vacated the property in September 2025. The property will be leased from the CRD to the CRHC prior to the start of construction.

The overall scope of the project is to redevelop the property into 110 new affordable rental homes, including 22 homes rented at Provincial Income Assistance Shelter Rate Maximum (Shelter Rate) and 55 homes with rents geared to income (RGI) for eligible households. In alignment with the Official Community Plan (OCP), the project will include a 2,000 square foot commercial space, which has been designed to accommodate childcare operations. In addition to the RHFP contribution, staff have secured grant funding through Building BC: Community Housing Fund (CHF) and the Regional Housing Trust Fund (RHTF).

ALTERNATIVES

Alternative 1

The Hospitals and Housing Committee recommends to the Capital Region Housing Corporation Board:

1. That the Resolution of Directors for the Repayable Mortgage in the form required by BC Housing Management Commission for authorizing the execution of the Loan and Mortgage documents for the project at 1183 Verdier Avenue (PID: 032-163-321), substantially in the form attached hereto as Appendix A, be approved;
2. That the Resolution of Directors for the Forgivable Mortgage in the form required by BC Housing Management Commission for authorizing the execution of the Loan and Mortgage documents for the project at 1183 Verdier Avenue (PID: 032-163-321), substantially in the form attached hereto as Appendix B, be approved; and

3. That Edward Robbins, Chief Administrative Officer or Nelson Chan, Chief Financial Officer, or their respective duly authorized delegates be hereby authorized to do all things necessary to affect the project and take such steps as required to conclude the financing, lease, construction, and operation of the project located at 1183 Verdier Avenue.

Alternative 2

That this report be referred to staff for additional information based on Hospitals and Housing Committee direction.

IMPLICATIONS

Financial Implications

In October 2025, the competitive tender process concluded for all subcontracted work under the Construction Management – for Services and Construction delivery model. This procurement confirmed the final budget at \$58.3M, inclusive of the land purchase. The final Class A project budget is approximately \$7.2M less than the Class B budget that was approved in November 2024.

The cost savings are primarily attributed to a design contingency that had been conservatively inflated in the Class B budget to mitigate potential cost implications associated with the updated BC Building Code. In addition, a softening construction market and strong competition among trade contractors contributed to favorable pricing outcomes, bringing the project budget in line with the per-unit costing of the recently approved Campus View and Village on the Green redevelopment projects.

Final Project Approval (FPA) through BCHMC was achieved in November 2025 and reflects a repayable mortgage of \$34.3M, equity contributions of \$5.9M through the RHFP and RHTF, and a forgivable mortgage of \$18.1M through the CHF.

Table 1: Project Equity Breakdown

Regional Housing First Program Grant	\$5,075,000*	8.4%
Regional Housing Trust Fund Grant	\$800,000	1.2%
Community Housing Fund (Forgivable Mortgage)	\$18,108,860	28.1%
Total Equity Deductions	\$23,983,860*	37.7%
Mortgage Debt	\$34,276,140*	62.3%
Total Project Costs	\$58,260,000	100.0%

**If the additional RHFP contribution of \$325K is approved, the additional grant will reduce the CRHC's mortgage value by the same amount.*

Initially, the project will secure short-term construction financing at BCHMC's preferred rates, with interest accruing on the cumulative value of monthly construction draws. To minimize interest costs during the construction phase, grant funding will be fully expended before accessing short-term financing. On project completion, the construction financing and accrued interest will convert to take-out financing in the form of a repayable mortgage.

The current projections from BCHMC estimate a 4.5% interest rate for take-out financing at project completion in 2028. At that time, mortgage documents will be updated to reflect the final loan amount, interest rate, and term. The repayable mortgage will be amortized over 35 years, while the forgivable mortgage will be forgiven in equal installments over 25 years, beginning in the 11th year of compliant operations. Both mortgages will be governed by the terms set out in the Loan Commitment Letters (Appendix D and Appendix E).

In alignment with the approved RHFP proposal, 1183 Verdier Avenue was purchased using the RHFP grant that was secured by the CRHC. The CRD will retain ownership of the property and will enter a nominal lease with the CRHC prior to the start of construction. The lease term will end 60 years after the certificate of occupancy is issued. Under this arrangement, the CRHC will assume responsibility for all costs relating to developing the property and operating the affordable rental housing component, while the commercial space will be leased to, and operated by a third-party service provider. The commercial component of the project will not carry a mortgage, once in operation.

Service Delivery Implications

This project leverages funding through RHFP, CHF and RHTF to assemble the grant contributions required to purchase the land and maintain viable debt servicing levels once in operation. The goal of the CHF program is to increase the supply and range of affordable and appropriate rental housing for low- and moderate-income households. Operations and debt servicing will be paid through tenant rent revenue and an ongoing operating subsidy. BCHMC, through the CHF program, is committed to providing an ongoing operating subsidy to ensure the property maintains a Debt Coverage Ratio of 1:1 for the duration of the mortgage. In the first year of operation, the subsidy is estimated to total \$1.3M or \$989 per home per month. The value of the ongoing operating subsidy is based on an annual operating budget that is approved by BCHMC and will be provided directly to the CRHC as set out in the terms of the CHF Operating Agreement.

Additionally, mortgage registration requires that a Section 219 Covenant granted in favour of BCHMC be registered on title. A Section 219 Covenant is a means of preserving a property's special attribute: in this case, the use of the building for affordable housing. The conditions of the Section 219 Covenant are set out in the CHF Operating Agreement. The CRHC will operate 100% of the affordable housing, with the composition consisting of 20% Shelter Rate homes, 50% RGI homes, and 30% Market Rate homes which meets the requirements of all funding programs. See Appendix C for provisional rent structure.

CONCLUSION

The Verdier redevelopment is another step forward in advancing CRD and CRHC's shared commitment to increasing the supply of affordable, inclusive, and adequate housing across the region. The project will provide 110 new homes, including 77 deeply affordable homes, through a funding model that layers multiple grant sources to ensure long-term financial sustainability.

With secured contributions of \$5.1M through the RHFP, \$800K through the RHTF and \$18.1M through the CHF, along with an annual operating subsidy of approximately \$1.3M, Verdier demonstrates strong intergovernmental collaboration and prudent fiscal management.

FPA has been achieved through BCHMC, confirming all financing requirements. Board approval of the Director's Resolution will authorize execution of the mortgage and loan documents, completing the final steps required to advance the project into construction while ensuring compliance with the CRHC's Delegation of Authority Policy.

This partnership structure preserves public ownership, secures long-term affordability, and contributes 110 new non-market homes to the region's housing supply, strengthening mixed-income and inclusive communities in Central Saanich.

RECOMMENDATION

The Hospitals and Housing Committee recommends to the Capital Region Housing Corporation Board:

1. That the Resolution of Directors for the Repayable Mortgage in the form required by BC Housing Management Commission for authorizing the execution of the Loan and Mortgage documents for the project at 1183 Verdier Avenue (PID: 032-163-321), substantially in the form attached hereto as Appendix A, be approved;
2. That the Resolution of Directors for the Forgivable Mortgage in the form required by BC Housing Management Commission for authorizing the execution of the Loan and Mortgage documents for the project at 1183 Verdier Avenue (PID: 032-163-321), substantially in the form attached hereto as Appendix B, be approved; and
3. That Edward Robbins, Chief Administrative Officer or Nelson Chan, Chief Financial Officer, or their respective duly authorized delegates be hereby authorized to do all things necessary to affect the project and take such steps as required to conclude the financing, lease, construction, and operation of the project located at 1183 Verdier Avenue.

Submitted by:	Don Elliott, BA, MUP, Senior Manager, Regional Housing
Concurrence:	Kevin Lorette, P. Eng., MBA, General Manager, Housing, Planning and Protective Services
Concurrence:	Nelson Chan, MBA, FCPA, FCMA, Chief Financial Officer, GM Finance & IT
Concurrence:	Ted Robbins, B. Sc., C. Tech., Chief Administrative Officer

ATTACHMENTS:

- Appendix A: Draft Certified Resolution of Directors – Repayable Mortgage
Appendix B: Draft Certified Resolution of Directors – Forgivable Mortgage
Appendix C: Provisional Rent Levels
Appendix D: Loan Commitment Letter – Repayable Mortgage
Appendix E: Loan Commitment Letter – Forgivable Mortgage

CAPITAL REGION HOUSING CORPORATION
(the "Borrower")

RESOLUTION OF DIRECTORS

"WHEREAS the Borrower leases or intends to lease the property at 1183 Verdier Avenue, Victoria, BC legally described as:

**PID: 032-163-321; LOT A SECTION 10 RANGE 1 WEST SOUTH SAANICH DISTRICT
PLAN EPP128063**
(the "Property")

and proposes to construct and operate a housing project on the Property (the "Project") with the financial support of the British Columbia Housing Management Commission ("BCHMC") Community Housing Fund program; and

WHEREAS the Borrower needs to borrow money in order to facilitate the construction of the Project;

BE IT RESOLVED THAT:

1. The Borrower borrow up to a maximum amount of **\$34,276,140.00** by way of a repayable loan secured by a mortgage, including authorization for the long-term financing from a takeout Lender, to facilitate the construction of the Project and grant to BCHMC a covenant restricting the use of the Property in accordance with the Loan Commitment Letter;
2. The Borrower execute and deliver all documents required by BCHMC, the Provincial Rental Housing Commission ("PRHC"), or the lender of the monies, including any takeout lender, in such form and containing such terms, covenants, provisos and conditions as are satisfactory to or required by them, including without limitation a Section 219 covenant, an HPA Covenant, an option to purchase, a mortgage, an assignment of rents, a security agreement or an assignment of project agreements (and any assignments, modifications and assumptions thereto as approved by BCHMC); and
3. That Edward Robbins, Chief Administrative Officer or Nelson Chan, Chief Financial Officer, or their respective duly authorized delegates, together or with any one officer or director of the Borrower, for and on behalf of the Borrower, be and are hereby authorized to execute and deliver under the seal of the Borrower or otherwise, all such deeds, documents and other writings and to do such acts and things in connection with the Property and the Project as they, in their discretion, may consider to be necessary or desirable for giving effect to this resolution and for the purpose of fulfilling the requirements of PRHC, BCHMC or the lender of the monies."

CAPITAL REGION HOUSING CORPORATION
(the "Borrower")

RESOLUTION OF DIRECTORS

"WHEREAS the Borrower leases or intends to lease the property at 1183 Verdier Avenue, Victoria, BC legally described as:

**PID: 032-163-321; LOT A SECTION 10 RANGE 1 WEST SOUTH SAANICH DISTRICT
PLAN EPP128063**
(the "Property")

and proposes to construct and operate a housing project on the Property (the "Project") with the financial support of the British Columbia Housing Management Commission ("BCHMC") Community Housing Fund program; and

WHEREAS the Borrower needs to borrow money in order to facilitate the construction of the Project;

BE IT RESOLVED THAT:

1. The Borrower borrow up to a maximum amount of **\$18,108,860.00** by way of a forgivable loan secured by a mortgage to facilitate the construction of the Project and grant to BCHMC a covenant restricting the use of the Property in accordance with the Loan Commitment Letter;
2. The Borrower execute and deliver all documents required by BCHMC, the Provincial Rental Housing Commission ("PRHC") or the lender of the monies, in such form and containing such terms, covenants, provisos and conditions as are satisfactory to or required by them, including without limitation a Section 219 covenant, an HPA Covenant, a mortgage, a security agreement, or an assignment of project agreements (and any assignments, modifications and assumptions thereto as approved by BCHMC); and
3. That Edward Robbins, Chief Administrative Officer or Nelson Chan, Chief Financial Officer, or their respective duly authorized delegates, together or with any one officer or director of the Borrower, for and on behalf of the Borrower, be and are hereby to execute and deliver under the seal of the Borrower or otherwise, all such deeds, documents and other writings and to do such acts and things in connection with the Property and the Project as they, in their discretion, may consider to be necessary or desirable for giving effect to this resolution and for the purpose of fulfilling the requirements of PRHC or BCHMC."

APPENDIX C

Unit Type	# of Units	Estimated Rent
20% of Homes: Deep Subsidy		
Studio	6	\$445
1 Bedroom	13	\$445
2 Bedroom	2	\$635
3 Bedroom	1	\$736
50% of Homes: RGI		
1 Bedroom	17	\$875
2 Bedroom	34	\$1,138
3 Bedroom	4	\$1,435
30% of Homes: Near Market (Affordable)		
1 Bedroom	7	\$1,600
2 Bedrooms	20	\$2,200
3 Bedrooms	6	\$3,000
TOTAL	110	



Home Office
1701 – 4555 Kingsway
Burnaby, BC V5H 4V8
Phone 604-433-1711
Fax 604-439-4722
www.bchousing.org

«LCL_DATE»

File: «File»/«PR»/«BU»

«Borrower_Name»

«Borrower_Address»

«Borrower_City», «Borrower_Province» «Borrower_Postal_Code»

Dear Sir or Madam:

Re: Loan Commitment Letter

Repayable mortgage charging the «tenure» interest of «Borrower_Name» in
«Property_Address», «Property_City», BC

British Columbia Housing Management Commission (“BCHMC”) is pleased to confirm that it will make available to «Borrower_Name» a «mortgage_ranking» priority repayable mortgage loan for the development and construction of a «Unit» («Unit») unit project (the “Project”) to be constructed on the following lands and premises, subject to the terms and conditions contained in this Loan Commitment Letter, and subject to all legal matters and documentation being to the complete satisfaction of BCHMC and its solicitors:

Civic Address:

«Property_Address»,
«Property_City»

(the “Property”).

Legal Description:

«PID_Legal_Description»

1. Borrower

«Borrower_Name» (the “Borrower”).

2. Schedules

- 2.1. The capitalized terms used in this Loan Commitment Letter will have the meanings given to such terms either in the body of this Loan Commitment Letter or in the attached Schedule “D”, whichever is applicable.
- 2.2. Schedule “A” through “D” and any additional schedules and all provisions thereof are incorporated into and will form an integral part of this Loan Commitment Letter.

3. Loan and Take-Out Loan Amounts

- 3.1. Demand non-revolving construction loan of «Loan_Amount» (the “Loan”) is the maximum loan amount approved by BCHMC.
- 3.2. The Loan does not constitute a commitment by BCHMC for any additional capital, operating or support funding.
- 3.3. The final amount of the Take-Out Loan will be set on the Interest Adjustment Date and will be based on, among other things, the maximum amount that can be debt serviced from the available stabilized net operating income from the Project and the projected interest rate as of the Interest Adjustment Date.

4. Availability of Advances

- 4.1. So long as there are no Events of Default which are continuing and upon satisfaction of the conditions precedent to the availability of advances set out in Section 13 below, the Loan will be made available to the Borrower by way of direct advances from time to time but not more frequently than once per month and on a work in place and cost expended basis.
- 4.2. The First Advance must be made on or before «First_Advance_Date» and the Last Advance must be made on or before «Final_Advance_Date».
- 4.3. BCHMC previously authorized the advance of a PDF Loan in the amount of up to «PDF_Loan_Approved». The PDF Loan must be repaid from the First Advance.
- 4.4. Prior to the First Advance, the Borrower must complete and return to BCHMC the Order to Pay attached as Schedule “B” to this Loan Commitment Letter.

5. Repayment

- 5.1. All amounts outstanding under or in respect of the Loan will become due and be payable by the Borrower to BCHMC on demand.
- 5.2. Without limiting in any way BCHMC’s right to at any time make demand for payment of any or all of the Loan:
 - (a) prior to the Initial Take-Out Date, the Borrower shall pay interest on the portion of the Loan advanced, calculated monthly; and
 - (b) the Loan, and all amounts outstanding owed to BCHMC arising under or in connection with this Loan Commitment Letter and the Security Documents (as defined below), will in any event be repaid in full by the Initial Take-Out Date from the proceeds of the Take-Out Loan provided by the Take-Out Lender on the Initial Take-Out Date.

- 5.3. Subject to Section 8.3 hereof, from and after the Initial Take-Out Date, the Borrower shall make payments of principal and interest in such amounts and manner as directed by the Take-Out Lender.
- 5.4. The Borrower acknowledges that the Loan amount set forth in Section 3.1 above includes a budgeted amount for interest payments and agrees that BCHMC may, and authorizes BCHMC to, deduct any interest payable under the Loan, when due, from the unadvanced principal of the Loan (if any). Notwithstanding the foregoing, interest payments for the Loan remain the responsibility of the Borrower.
- 5.5. All payments to be made by the Borrower under this Loan Commitment Letter will be made by the Borrower at the address of BCHMC set out on the first page of this Loan Commitment Letter or at such other place as BCHMC may direct from time to time.
- 5.6. The obligation of the Borrower to make all payments under this Loan Commitment Letter and the Security Documents will be absolute and unconditional and will not be limited or affected by any circumstance, including without limitation any set off, compensation or counter-claim the Borrower may have or assert against BCHMC or a Take-Out Lender or any insolvency, bankruptcy, reorganization or similar proceedings by or against the Borrower.

6. Prepayment

- 6.1. The Borrower is permitted to make full or partial repayment of the Loan at any time during the term of the Loan.
- 6.2. The Borrower is not permitted to make full or partial prepayment of the Take-Out Loan at any time during a term of the Take-Out Loan. For greater certainty, this prohibition will apply to all successive terms of the Take-Out Loan that may be entered into by the Borrower upon the renewal of the Take-Out Loan with a Take-Out Lender.

7. Interest Rate

- 7.1. Prior to the Initial Take-Out Date, interest is payable on the monthly balance of principal outstanding under the Loan from time to time at a rate equal to the Variable Rate until the Loan is repaid in full.
- 7.2. From and after the Initial Take-Out Date, interest is payable on the monthly balance of principal outstanding under the Take-Out Loan from time to time at a rate equal to the Fixed Rate until the Take-Out Loan is repaid in full.
- 7.3. Interest payable under the Loan at the Variable Rate will be calculated and compounded monthly, not in advance, from the date of advance, both before and after demand, default and judgment, until actual payment is made.

- 7.4. Interest payable under the Take-Out Loan at the Fixed Rate will be compounded semi-annually, not in advance, from the date of advance, both before and after demand, default and judgment, until actual payment is made.
- 7.5. The Variable Rate and the Fixed Rate are the highest rates that will be charged to the Borrower. If BCHMC is able to secure lower interest rates, the savings will be passed on to the Borrower. During construction of the Project, the actual fluctuating rate being charged under the Loan will be specified when the Borrower receives confirmation of each construction draw.

8. Take-Out Date

- 8.1. After the Last Advance, BCHMC will make arrangements with a Take-Out Lender to provide financing in the amount of the Take-Out Loan, commencing on the Initial Take-Out Date. The Borrower agrees that the Initial Take-Out Date will be determined and the Take-Out Lender will be selected by BCHMC in its sole discretion.
- 8.2. After the Initial Take-Out Date and prior to the expiry of each successive term of the Take-Out Loan, BCHMC will make arrangements with a Take-Out Lender to provide financing in the amount of the Take-Out Loan, commencing on the Take-Out Date. The Borrower agrees that in respect of the applicable renewal term of the Take-Out Loan, the Take-Out Date will be determined and the Take-Out Lender will be selected by BCHMC in its sole discretion.
- 8.3. The Borrower hereby irrevocably directs and authorizes BCHMC to arrange on its behalf long term financing with the Take-Out Lender on terms acceptable to BCHMC in its sole discretion for so long as the Loan or the Take-Out Loan, as applicable, remain outstanding. The Borrower agrees to abide by the terms and conditions for renewal of the Loan or the Take-Out Loan, as applicable, that may be contained in the Operating Agreement or are otherwise prescribed by BCHMC from time to time.
- 8.4. BCHMC will select the Take-Out Date and the Take-Out Lender to obtain the best interest rate as determined by BCHMC's economic forecasts and predictions of future interest rate changes. This may result in a loan term greater than one year but in no event will the term of the Take-Out Loan be less than one year.
- 8.5. Once BCHMC has selected the Take-Out Date and the Take-Out Lender, the Borrower will then be advised of the Fixed Rate and the Borrower agrees to complete, sign and return all documents required by BCHMC and the Take-Out Lender to complete the take out process, including but not limited to:
 - (a) the Corporate/Entity Information Sheet, attached as Schedule "C", and the Solicitor's Certificate of Client Identification, attached as Schedule "C-1", or such other client identification documents as may be required by the Take-Out Lender, for the take-out process; and

- (b) a modification of mortgage to reflect the Take-Out Lender, Fixed Rate, term and Take-Out Loan amount, as applicable.

9. **Forgivable Mortgage**

If in conjunction with the Loan BCHMC authorizes grant funds (the “**Forgivable Loan**”) to be provided to the Borrower and to be secured by a forgivable mortgage (the “**Forgivable Mortgage**”) from the Borrower in favour of BCHMC charging the «tenure» interest of the Borrower to the Property, the Borrower hereby acknowledges and agrees as follows:

- 9.1. prior to the Initial Take-Out Date, the final amount of the Loan may be increased to account for a required corresponding decrease in the amount of the Forgivable Loan secured by the Forgivable Mortgage, all in consultation with the Borrower;
- 9.2. the Borrower agrees to complete, sign and return all documents required by BCHMC to increase the amount of the Loan and decrease the amount of the Forgivable Loan, including but not limited to:
 - (a) amendments to the Loan Commitment Letters previously issued by BCHMC in respect of each of the Loan and the Forgivable Loan;
 - (b) a modification of the mortgage securing the Loan, as granted by the Borrower pursuant to Section 12.7 below, to increase the principal amount secured thereunder; and
 - (c) a modification of the Forgivable Mortgage to decrease the principal amount secured thereunder.

[INTD: Remove the above section “Forgivable Mortgage” in its entirety if there is no forgivable mortgage for this Project..]

10. **Amortization**

«Amortization» years.

11. **Fees**

- 11.1. The Borrower will pay to BCHMC a non-refundable commitment fee of «Loan_Commitment_Fee», being equal to 1.00% of the Loan amount (the “**Commitment Fee**”), which fee will be deemed to be earned upon issuance of this Loan Commitment Letter and will be paid by the Borrower to BCHMC on or before the Initial Take-Out Date. In the event that the aggregate amount outstanding in respect of the Loan based on advances of the Loan made from time to time is less than the Loan amount set forth in Section 3.1 above, BCHMC may, in its sole and unfettered discretion, reduce the Commitment Fee accordingly. In the event that the aggregate amount outstanding in respect of the Loan based on advances of the Loan made from time to time and accrued interest remaining unpaid is more than

the Loan amount set forth in Section 3.1 above, BCHMC may, in its sole and unfettered discretion, increase the Commitment Fee accordingly. The final amount of the Commitment Fee will be confirmed by BCHMC by e-mail to the Borrower upon request by the Borrower to BCHMC.

- 11.2. CMHC loan insurance fee in the amount of \$75.00 per residential unit to a maximum of \$5,000.00 will also be paid by the Borrower and included in the Approved Budget.
- 11.3. The Commitment Fee, or any portion thereof, collected by BCHMC in connection with the Loan will be retained by BCHMC as consideration for the time, effort and expense incurred by it in reviewing documents and setting up the Loan. The Borrower acknowledges and agrees the Commitment Fee, or any portion thereof, collected by BCHMC represents a fair and reasonable estimate of the costs incurred by BCHMC.

12. Security

The Loan and the obligations and liabilities of the Borrower under this Loan Commitment Letter will be evidenced and secured by the following documents (collectively, the “**Security Documents**”) completed and, where necessary, registered in a form and manner satisfactory to BCHMC and its solicitors in their sole discretion:

- 12.1. borrowing resolution from the directors of the Borrower, which shall include authorization for the long term financing from the Take-Out Lender;
- 12.2. special resolution of the members of the Borrower (if required by the Borrower’s Constitution or Bylaws), which shall include authorization for the long term financing from the Take-Out Lender; *[NTD: only include if a society or a co-operative.]*
- 12.3. an executed sixty (60) year *[NTD: amend lease term if applicable.]* land lease of the Property with the «Landlord_Name» as landlord and the Borrower as tenant, following the approval by BCHMC and its solicitors based on a standard form of ground lease pre-approved by CMHC, or the CMHC policy exceptions approval of the non-compliant lease;
- 12.4. a section 219 covenant in favour of BCHMC (HPA) to restrict sales for ten (10) years; *[NTD: if already registered, insert “(registered on [Date] under number _____)”; remove if not applicable]*
- 12.5. a section 219 covenant in favour of BCHMC charging the «tenure» interest of the Borrower in the Property; *[NTD: if already registered, insert “(registered on [Date] under number _____)”; remove if not applicable]*
- 12.6. an option to purchase in favour of Provincial Rental Housing Corporation charging the «tenure» interest of the Borrower in the Property; *[NTD: if already registered, insert “(registered on [Date] under number _____)”; remove if not applicable]*

- 12.7. a «Loan_Amount» «mortgage_ranking» priority mortgage from the Borrower in favour of BCHMC charging the «tenure» interest of the Borrower in the Property;
- 12.8. a «mortgage_ranking» priority assignment of rents from the Borrower in favour of BCHMC charging the «tenure» interest of the Borrower in the Property;
- 12.9. a \$ _____ [ranking] priority mortgage from the Borrower in favour of BCHMC charging the «tenure» interest of the Borrower in the Property; *[NTD: insert if there is a forgivable mortgage for the Project. If already registered, add "(registered on [Date] under number _____)"; remove if not applicable.]*
- 12.10. a priority and standstill agreement with the holder of mortgage ♦ and assignment of rents ♦ (together, the “Prior Charge”); *[NTD: If more than one prior lenders, priority and standstill agreements with the holders of mortgages _____ and _____ and assignments of rents _____ and _____ (together, the “Prior Charge”); Remove if not requesting existing lenders to grant BCH mortgage priority over the existing mortgage(s).]*
- 12.11. the discharge of Mortgage _____, modified by _____ and _____, and Assignment of Rents _____ and related Personal Property Security Act (“PPSA”) security agreement registration *[NTD: if PPSA is to stay, remove the yellow highlighted text.]* (together, the “PDF Loan Security”) following the repayment to BCHMC, from the first advance of the Loan, of all amounts secured by the PDF Loan Security; *[NTD: Applicable if there is an existing PDF loan mortgage which will be paid from the first advance of this loan and discharged. Amend or remove as applicable.]*
- 12.12. a «mortgage_ranking» priority location specific security agreement from the Borrower creating a security interest by way of a fixed charge over the Borrower’s right, title and interest in any and all present and after-acquired personal property situate at, arising from or used in connection with the Property or the Project;
- 12.13. an assignment agreement from the Borrower in favour of BCHMC, which agreement will, among other things and on terms and conditions acceptable to BCHMC, assign to BCHMC all of the Borrower’s right, title and interest in, to and under:
 - (a) the Construction Contracts;
 - (b) all other service or material supply contracts, development agreements, plans, drawings, designs and specifications in respect of the Project; and
 - (c) all related benefits, warranties and guarantees with respect to the contracts, agreements and documents set out in Sections 12.13(a) and 12.13(b) above;
- 12.14. equitable mortgage and estoppel agreement from «Registered_Owner» and ♦; *[NTD: to be included if there is a trust relationship between the registered owner and beneficial owner. Will need to amend security documents to clarify security]*

from registered owner versus security from beneficial owner. Both should be borrowers] or

*[a beneficial owner agreement executed by the Borrower; **[NTD: to be included if there is a trust relationship.]***

- 12.15. assignment, postponement and subordination agreements from ♦, acknowledged by the Borrower *[NTD: name of shareholders or limited partners applicable for corporate or partnership borrowers. On a project by project basis this can be required from all related corporate entities and principals to which the Borrower could have debt obligations. IF THIS SECURITY WAS NOT MENTIONED IN EXCOM, GET DM's WRITTEN CONSENT TO ADD THIS REQUIREMENT AS PART OF THE SECURITY SO THAT BCHMC SOLICITOR WILL PREPARE THESE AGREEMENTS.];*
- 12.16. if the Borrower's interest in the Property is leasehold, estoppel certificate from the landlord of the Property;
- 12.17. CMHC policy exception approval letter approving issuance of CMHC loan insurance certificate for non-compliant lease, fractional interest and use of Loan to Value Ratio; and *[NTD: Amend as needed. Remove if not applicable.]*
- 12.18. all such other certificates, documents, opinions and priority agreements as BCHMC or its solicitors reasonably require.

13. Conditions Precedent to the Availability of Advances

- 13.1. On or before the date of the First Advance, BCHMC will have received in form and substance satisfactory to BCHMC, its payment certifier, quantity surveyor or its solicitors:
 - (a) this Loan Commitment Letter (including Schedule "B" Order to Pay and Schedule "C" Corporate Entity Sheet and Schedule "C-1" Solicitor's Certificate of Client Identification), executed and delivered by the Borrower;
 - (b) the Security Documents completed and, where necessary, registered at all appropriate registration offices;
 - (c) the discharge of Mortgage _____ and Assignment of Rents _____ and related Personal Property Security Act ("PPSA") security agreement registration and the discharge of Mortgage _____ and Assignment of Rents _____ and related PPSA security agreement registration, by way of solicitor's undertakings satisfactory to BCHMC's solicitors, acting reasonably; *[NTD: Applicable if there are existing mortgage and AOR in favour of a third party. Remove if not applicable]*
 - (d) the Operating Agreement, executed and delivered by the Borrower;

- (e) confirmation of insurance arranged by the Borrower conforming to BCHMC's requirements as specified in this Loan Commitment Letter under the heading "Insurance" below;
- (f) confirmation that CMHC mortgage insurance is in force;
- (g) a title review for the Property, including a satisfactory review of all legal notations, encumbrances, liens and charges noted on title and approval of all charges to be placed on title for the Property;
- (h) a title insurance (inclusive of survey, gap coverages and any objectionable title defects where applicable) in a form satisfactory to BCHMC and its solicitors, in respect of its «tenure» interest in the Property and the interest of BCHMC as the mortgagee, if applicable;
- (i) confirmation that the Borrower's incorporation agreement and articles comply with the requirements of BCHMC; *[NTD: only include if a company]*
- (j) confirmation that the Borrower's constitution and bylaws comply with the requirements of BCHMC or if BCHMC determines that amendments are required to the Borrower's constitution and bylaws, the Borrower must:
 - i. amend its constitution and bylaws, as applicable, in accordance with BCHMC's requirements and file the applicable amended constitution and bylaws with the BC Registrar of Companies and provide confirmation to BCHMC to its satisfaction that the applicable amended constitution and bylaws have been accepted for registration; and
 - ii. if the Borrower's bylaws require that a special resolution approving the borrowing of the Loan and the Take-Out Loan by the members of the Borrower be passed and filed the Borrower must immediately:
 - A. file a transition application with the BC Registrar of Companies (if an application has not already been filed) and provide confirmation to BCHMC to its satisfaction that the transition application has been accepted for registration; and
 - B. amend its bylaws to remove the filing requirement, file the amended bylaws with the BC Registrar of Companies and provide confirmation to BCHMC to its satisfaction that the amended bylaws have been accepted for registration;

[NTD: Remove 13.1(j) in its entirety if the Borrower is a Company. Remove 13.1(j)ii(A)& (B) if the Borrower is a Co-operative.]
- (k) if a trust relationship exists in respect of the Borrower's ownership of the Property, copies of all instruments and documents relating to the trust relationship between the Borrower and any other party, such instruments

and documents to be in form and substance satisfactory to BCHMC and its solicitors, together with any additional security documents as BCHMC and its solicitors reasonably require;

- (l) if the Borrower's interest in the Property is leasehold, a copy of the fully executed lease;
- (m) an appraisal (the "**Appraisal**") prepared by an accredited appraiser in accordance with the Canadian Uniform Standards of Professional Appraisal Practice, and in the event that the Appraisal has not been prepared for BCHMC and CMHC and is not addressed to BCHMC and CMHC, a transmittal/reliance letter, in a form acceptable to BCHMC, from the appraiser, confirming that the Appraisal is valid and can be relied upon by BCHMC and CMHC for the purposes of the insured loan, and that the Appraisal is suitable for mortgaging purposes;
- (n) a geotechnical investigation and report (soil test) in respect of the Property;
- (o) for Property with more than six (6) units, an environmental site assessment audit (the "**ESA Report**") of the Property prepared by an environmental consultant and confirming results satisfactory to BCHMC and CMHC for the purposes of the insured loan, must be provided to BCHMC, which audit will include, among other things:
 - i. an ESA Report that conforms to the relevant Canadian Standards Association (CSA) standard. The report must be performed by an experienced assessor with qualifications established by the CSA and the relevant laws. For insured loan purposes, CMHC requires the assessor to carry errors and omissions insurance (or professional liability insurance) which covers liabilities associated with environmental site assessment activities;
 - ii. a Phase I environmental assessment of the Property carried out in accordance with CSA standard or, if required by BCHMC, a Phase II environmental assessment of the Property;
 - iii. if a Phase II environmental assessment of the Property is required, the environmental consultant must conclude that there is no evidence of soil or water contamination in connection with the Property. The environmental consultant must provide a clear opinion that the soil and ground water samples do not contain contaminants in concentrations which exceed the applicable environmental quality criteria for residential use;
 - iv. details of any remediation required to permit the Property to be used for the purposes referred to under this Loan Commitment Letter;
 - v. estimates of the costs associated with and time to complete such remediation referred to above, including the obtaining of any

- necessary certificates of compliance from the Ministry of the Environment or other applicable government authority;
- vi. for contaminated site that has been remediated, the ESA report must include a professional opinion confirming that the site has been remediated in compliance with the standards and policies of the applicable authorities having jurisdiction, and the soil and water no longer have contaminants, in levels or amounts which exceed the residential criteria of the applicable authorities having jurisdiction. If remediation is ordered by the provincial or territorial environmental authority, CMHC will require confirmation by that authority that their requirements have been complied with, and that there are no outstanding concerns;
 - vii. for remediated sites or sites which require a risk management plan, a copy of the ESA Report is to be submitted to CMHC along with confirmation of compliance;
 - viii. Site Registry search to be performed by the environmental consultant; and
 - ix. environmental consultant to provide written confirmation that environmental issues noted in the Site Registry have been resolved, cleaned up or remediated to government requirements.
- (p) in the event that the ESA Report has not been prepared for BCHMC and CMHC and is not addressed to BCHMC and CMHC, a transmittal/reliance letter is required. The transmittal/reliance letter must be in a form acceptable to BCHMC and CMHC from the applicable environmental consultant, confirming that the ESA Report is valid and expressly state that it can be relied upon by BCHMC and CMHC for the purposes of the insured loan and mortgage;
- (q) a sketch of survey and surveyor's certificate or a building location certificate prepared by a registered land surveyor approved by BCHMC in respect of the Property confirming the Property boundaries, location of any buildings and other improvements on the Property (including foundations and overhangs) located within five (5) metres of the Property boundaries, location of all easements, statutory rights of ways and covenant areas and that any adjacent buildings or other improvements do not encroach upon the Property;
- (r) copies of all final plans and specifications for the construction of the Project;
- (s) copies of all municipal building permits, development agreements and all other approvals by regulatory authorities required for the construction of the Project;

- (t) detailed cost and construction budget and timetable, which will, among other things, confirm the capital costs for the Project for the estimated «Construction_Period» («Construction_Period») month construction period is not greater than «Capital_Costs»;
- (u) waste management plan worksheet and waste diversion target;
- (v) written confirmation supported by such documentary evidence as required by BCHMC of cash equity having been or to be injected in the Project by the Borrower of a value equal to not less than «Society_Equity» (exclusive of the attributed value of the Property); *[INTD: remove if not applicable]*
- (w) save and except for cash equity reported pursuant to Section 13.1(v) and fee waivers and reimbursements, written confirmation, supported by such documentary evidence as required by BCHMC, including but not limited to, contribution agreements, loan agreements, and all registered and unregistered security, *[INTD: amend wording as appropriately. Highlight for DM to confirm if in doubt.]* of all equity funding in writing, including, but not limited to the following Project grants and contributions:
 - i) CMHC Affordable Housing Fund Grant of \$ _____ .00;
 - ii) CMHC Seed Funding Grant of \$ _____ .00;

[INTD: List grants and contributions and amend wording as appropriately. If only one grant or contribution, amend wording from plural to singular.]
- (x) evidence that all property taxes with respect to the Property have been paid in full;
- (y) copies of the filed *Empty Homes Tax* (vacancy tax) property status declarations for the last and current reporting periods with respect to the Property and evidence that any vacancy taxes have been paid in full; *[INTD: only applicable in the City of Vancouver.]*
- (z) copies of all of the Construction Contracts;
- (aa) such documents as may be required to demonstrate, in respect of each Contractor, the Contractor's level of experience, good reputation, financial capacity and ability to complete their applicable Construction Contract, all to the satisfaction of BCHMC;
- (bb) an original copy, or a notarized copy, of a performance bond in the amount of 50% of the value of the improvements to be constructed on the Property and in the form "CCDC Document 221 (2002) Performance Bond", as the form may be amended or replaced from time to time;
- (cc) an original copy, or a notarized copy, of a labour and material payment bond in the amount of 50% of the value of the improvements to be

constructed on the Property and in the form “CCDC Document 222 (2002) Labour and Material Payment Bond”, as the form may be amended or replaced from time to time;

- (dd) confirmation that the prime Contractor for the Project is registered with the Licensing & Consumer Services Office as a licensed residential builder, such confirmation to include such contractor's residential building license number and expiry date;
 - (ee) evidence of construction and building warranty for the Project pursuant to the New Home Warranty Program, or if the Project is exempt from the requirement to provide home warranty, proof of exemption;
 - (ff) confirmation of satisfaction of and compliance with requirements of the *Homeowner Protection Act* (British Columbia) and any regulations thereto;
 - (gg) confirmation from CRA if the Borrower is registered as a charitable organization for the purposes of tax and other rebates;
 - (hh) unless otherwise agreed to by BCHMC, audited financial statements for the Borrower for the three years preceding the date hereof, or for such other period as required by BCHMC; and
 - (ii) a report from a BCHMC representative that a satisfactory visual site inspection of the Project and the Property has been completed;
- 13.2. It will be a further condition precedent to the availability of advances under the Loan (being the First Advance and all subsequent advances) that in addition to the satisfaction of the conditions precedent set forth in Section 13.1 above, BCHMC will have received at least five (5) business days prior to the date on which the Borrower wishes funds to be advanced, in form and substance satisfactory to BCHMC, its payment certifier, quantity surveyor or solicitors, as applicable:
- (a) copies of invoices relating to each direct advance that is requested which correspond to the requested amount of the advance;
 - (b) evidence that work in place or costs have been expended upon or in respect of the Property equivalent in value to the advances requested;
 - (c) confirmation that the work to construct or repair, as applicable, the improvements comprising the Project is being done in a good and workmanlike manner and meets all acceptable standards and municipal requirements; and
 - (d) such other information, material and/or documents as BCHMC, its payment certifier or quantity surveyor may require.

14. Conditions of Loan

The Borrower agrees that so long as the Loan or the Take-Out Loan remains outstanding:

- 14.1. the Borrower will not without the prior written consent of BCHMC or the Take-Out Lender, as applicable:
 - (a) take or refrain from taking any action that would cause any of the representations and warranties of the Borrower under this Loan Commitment Letter to be incorrect, false or misleading;
 - (b) permit any property or other taxes in respect of the Property to remain unpaid when due;
 - (c) use, store or permit to exist on the Property any Hazardous Substance;
 - (d) permit any changes to the Approved Budget or the Approved Plans;
 - (e) permit any changes to the Construction Contracts or Contractors or any other subtrade and/or supplier contracts;
 - (f) grant or allow any security interest, lien, charge or other encumbrance to be registered against or exist on any of the Borrower's assets, any part of the Property or the Project or any present or after-acquired personal property of the Borrower located on the Property or used for the Project;
 - (g) sell, assign, transfer or otherwise dispose of its interest or any part thereof in the Property or the Project nor enter into any trust deed in respect of the Property or the Project; and
 - (h) if a corporation or partnership, amalgamate with or permit all or substantially all of its assets to be acquired by any other person, firm or corporation or permit any reorganization or change of control of the Borrower;
- 14.2. the Borrower agrees that so long as the Loan or the Take-Out Loan remains outstanding, the Borrower will not sell, assign, transfer or otherwise dispose of its interest of any individual units of the Property or the Project. Without BCHMC's prior consent, any attempts to sell, assign, transfer or dispose of any individual units will constitute a breach of the terms or conditions of this Loan Commitment Letter or the Security Documents, and all amounts outstanding under or in respect of the Loan, including principal and interest, shall immediately become due and payable;
- 14.3. following the completion of the Project, the Borrower will provide a survey and surveyor's certificate prepared by a registered land surveyor approved by BCHMC in respect of the Property, confirming the location of any buildings and other improvements and the location of all registered easements, statutory rights of way

- or restrictive covenant areas, and confirming that the location of such buildings and other improvements, including foundation and overhangs, comply with all rules, regulations and by-laws of the appropriate municipal or other governmental authorities having jurisdiction in connection therewith including, without limitation, all set-back, easement, zoning, and height restrictions;
- 14.4. at milestones predetermined by BCHMC, the Borrower will provide BCHMC with a report confirming that a satisfactory visual site inspection of the Project has been completed and the current state of the construction of the Project;
- 14.5. the Borrower will perform and do all things necessary to ensure completion of the Project in its entirety in accordance with the Approved Budget and the Approved Plans;
- 14.6. the Borrower agrees and consents to any and all consultants retained by the Borrower fully disclosing all information and matters relating to the Property and the Project to BCHMC;
- 14.7. the Borrower will provide BCHMC, promptly upon receipt of the same, at predetermined milestones, as required by BCHMC, copies of all plans, permits, design and working drawings, surveys, studies, specifications, budgets, reports, contracts, appraisals and other information and materials as applicable regarding the Project and the Property, including but not limited to:
- (a) development cash flow noting the projected timing of capital project costs;
 - (b) completed waste management tracking spreadsheets or monthly update tracking sheets totaling all waste for the Project;
 - (c) revised Approved Budget and Approved Plans at milestones predetermined by BCHMC; and
 - (d) preliminary and, subject to the approval of BCHMC, in its sole discretion, revised and updated Project schedules, including a construction project management schedule on a monthly basis;
- 14.8. the Borrower acknowledges that all documents and deliverables pursuant to Section 14.7 must be satisfactory to BCHMC, in its sole discretion, and the Borrower agrees to make reasonable changes to any of the documents provided by the Borrower to BCHMC pursuant to Section 14.7 upon request by BCHMC;
- 14.9. the Loan is available exclusively to the Borrower for the development and construction of the Project at the Property;
- 14.10. the Borrower will comply with all applicable laws of local, provincial or federal authorities including all applicable WorkSafeBC provisions, and prior to commencement of work by any Contractor, the Borrower will obtain and provide BCHMC with WorkSafeBC clearance letters for such Contractor;

- 14.11. the Borrower will notify BCHMC immediately of any material delay or interruption in the construction of the Project, or if any builders liens are filed or registered against any part of the Property;
- 14.12. the Borrower will provide BCHMC with copies of the disclosure statement and all disclosure statement amendments for the Project, such documents to be in form and substance satisfactory to BCHMC and its solicitors;
- 14.13. the Borrower will provide BCHMC with a description of all present and after-acquired personal property situate at, arising from or used in connection with the Property or the Project, including the make, model and serial number, as applicable, and the Borrower will provide evidence to the satisfaction of BCHMC that all such personal property has been paid for in full;
- 14.14. the Borrower will provide BCHMC monthly written progress reports, with such supporting documentary evidence and correspondence as required by BCHMC, concerning municipal approvals for the Project, including, but not limited to, the negotiation of documents required by the «Municipality» to be registered on title to the Property, and the approval of all subdivision, strata title, airspace parcel or other title creation plans;
- 14.15. the Borrower will, prior to finalization and submission to the «Municipality», submit to BCHMC for approval any and all subdivision, strata title, airspace parcel or other title creation plans, which documents will be in form and substance satisfactory to BCHMC and its solicitors;
- 14.16. the Borrower will comply with all zoning, development permit and building permit requirements, and will submit to the «Municipality» all subdivision, strata title, airspace parcel or other title creation plans within such times as are required to adhere to the Project schedule;
- 14.17. the Borrower will provide to BCHMC, promptly upon receipt, copies of any and all documents that are proposed to be or are registered on title to the Property and any priority agreements proposed to be granted by BCHMC, which documents will be in form and substance satisfactory to BCHMC and its solicitors, and the Borrower will finalize the terms of such documents with the «Municipality» as required to adhere to the Project schedule;
- 14.18. prior to the final advance under the Loan, the Borrower will provide BCHMC with a final claim form with the certificate of completion and deficiency list and the deficiency holdback amount to be retained;
- 14.19. written confirmation from BCHMC that a satisfactory visual site inspection and walk through by BCHMC of the Project have been completed following Project Completion;
- 14.20. the Borrower agrees to complete any and all deficiencies identified through the building inspection required pursuant to Section 14.19 within a reasonable amount

of time after Project Completion to the satisfaction of BCHMC in its sole discretion;

- 14.21. upon Project Completion, the Borrower will provide BCHMC with an unconditional occupancy permit issued by the appropriate municipal authority and upon request by BCHMC, a letter from the appropriate municipal authority confirming that the Project complies with all zoning and other bylaws, including set-back requirements; and
- 14.22. the Borrower will make payment of the following to BCHMC:
 - a) the Commitment Fee;
 - b) interest (at cost);
 - c) legal fees (on an indemnity basis); and
 - d) all other expenses of BCHMC (at cost).

15. GST Rebates and Input Tax Credits

- 15.1. New construction or renovation of social housing is considered a taxable activity. The Borrower will be entitled to claim input tax credits for the GST paid on construction, allowing the Borrower to claim 100% of the GST paid. Accordingly, the Borrower agrees to diligently pursue any GST input tax credits or rebates to which it is entitled with respect to expenditures from the Approved Budget. In replacement of funds advanced by BCHMC during the construction of the Project, the Borrower will remit to BCHMC on demand the proceeds recovered from input tax credits and/or rebates from CRA on any portion of the Loan advanced for the purposes of GST.
- 15.2. The Borrower will apply to CRA for designation as a municipality, if not already designated, for the purpose of claiming the GST rebate that may be available to organizations that provide subsidized housing on a rent-geared-to-income (RGI) basis, such GST rebate being equal to 100% on operating expenditures.
- 15.3. The Borrower will file quarterly GST returns with CRA during the construction of the Project, and agrees to consider filing monthly GST returns to expedite the recovery of cash. Upon completion of the Project, the Borrower will self-assess under the “self-supply rules” and will remit any GST owing on the residential portion of the Project. A GST tax guide is available on BCHMC’s website.

16. Representations and Warranties

The Borrower represents and warrants to and will be deemed to continuously represent and warrant to BCHMC, that:

- 16.1. if a society or corporation, it has been duly incorporated and organized and/or formed as the case may be, validly exists, is in good standing, is authorized to conduct its business in all jurisdictions in which it carries on business or has assets and has all requisite power and capacity to own its assets, carry on the business presently carried on by it, to execute and deliver this Loan Commitment Letter and the Security Documents, as may be applicable, and to observe and perform the provisions thereof;
- 16.2. if a society or corporation, this Loan Commitment Letter and the Security Documents, as may be applicable, have been or will be duly authorized, executed and delivered by it;
- 16.3. this Loan Commitment Letter and the Security Documents, as may be applicable, constitute or will constitute, upon execution and delivery by the Borrower, valid and binding obligations and are or will be enforceable against them in accordance with their respective terms;
- 16.4. the execution of this Loan Commitment Letter and the Security Documents, as may be applicable, and the incurring of liability and indebtedness to BCHMC in accordance with this Loan Commitment Letter does not and will not contravene:
 - (a) any Legal Requirements of a government authority;
 - (b) any provision contained in any other loan or credit agreement or borrowing instrument or contract to which it is a party; or
 - (c) the constating documents or bylaw documents, as applicable, of the Borrower;
- 16.5. all necessary Legal Requirements have been met and all other authorizations, approvals, consents and orders have been obtained with respect to the Loan and the execution and delivery of the Security Documents;
- 16.6. all financial and other information, budgets, timetables, certificates, plans, specifications and other material provided to BCHMC in connection with the Loan are true and accurate, and the Borrower acknowledges that the Loan is made by BCHMC in reliance on the truth and accuracy of such information and the representations and warranties contained therein;
- 16.7. at Project Completion, all utilities and services necessary for the development and construction of the Project and the operation and use thereof for its intended purpose (including, without limitation, water supply, storm and sanitary sewer, gas, electricity, and telephone facilities) will be installed, connected and available to the Property, and there will be no legal or physical impediments to pedestrian and vehicular access and egress to the Property; and
- 16.8. no Event of Default has occurred and is continuing.

17. Hazardous Substances

- 17.1. To the best of the knowledge of the Borrower, having made due and diligent inquiry, no Hazardous Substance is located on any part of the Property, nor, so far as the Borrower is aware, due and diligent inquiry having been made, have any such substances been stored or used on the Property prior to the Borrower's ownership, possession or control of the Property. The Borrower agrees to provide written notice to BCHMC immediately upon the Borrower becoming aware that the Property is being or has been contaminated with any Hazardous Substance. The Borrower will not permit any activities on the Property which directly or indirectly could result in the Property or any other property being contaminated with any Hazardous Substance.
- 17.2. The Borrower will promptly comply with all Legal Requirements relating to the use, collection, storage, treatment, control, removal or cleanup of any Hazardous Substance in, on, or under the Property as a result of construction, operations or other activities on the Property, or incorporated in any improvements thereon. BCHMC may, but will not be obligated to, enter upon the Property and take such actions and incur such costs and expenses to effect such compliance as it deems advisable and the Borrower will reimburse BCHMC on demand for the full amount of all costs and expenses incurred by BCHMC in connection with such compliance activities. The assets of the Borrower which are now or in the future encumbered by the Security Documents are hereby further mortgaged and charged to BCHMC, and BCHMC will have a security interest in such assets, as security for the repayment of such costs and expenses and interest thereon, as if such costs and expenses had originally formed part of the Loan.

18. Events of Default

Without in any way limiting the right of BCHMC to demand payment in full of the Loan, the Loan shall, at the option of BCHMC, immediately become due and payable upon the occurrence and during the continuance of any one or more of the following events (collectively, "**Events of Default**"):

- 18.1. the Borrower fails to pay the Loan or any portion thereof or other monies payable by the Borrower in accordance with this Loan Commitment Letter within two (2) business days of any such amount being due;
- 18.2. the Borrower is in breach of any of the provisions of this Loan Commitment Letter (other than the obligations to pay the Loan or other moneys payable when due) and has not cured such breach within fourteen (14) days from the date the Borrower obtains actual knowledge of the breach or is provided with notice of the breach from BCHMC, whichever is earlier, except that if the breach, by its nature, requires more than fourteen (14) days to cure, the Borrower may have such further time to rectify the default as BCHMC considers reasonable so long as the Borrower begins to rectify promptly and thereafter proceeds with all due diligence to cure the default;

- 18.3. the Borrower, any one of its subsidiaries, makes a general assignment for the benefit of creditors, files or presents a petition, makes a proposal or commits any act of bankruptcy, or if any action is taken for the winding up, liquidation, or appointment of a liquidator, trustee in bankruptcy, custodian, curator, sequestrator, administrator or a receiver (or the equivalent in any jurisdiction) or any other officer or party with similar powers or if a judgement or order shall be entered by any court approving a petition for reorganization, arrangement or composition of the Borrower, any of its subsidiaries, or any of its assets, or it enters into a liquidation of its assets;
- 18.4. the Borrower is deemed to be insolvent or ceases to exist or is declared bankrupt;
- 18.5. without the prior written consent of BCHMC:
 - (a) there occurs a change of ownership (beneficial or otherwise) or control of the Borrower;
 - (b) the Borrower sells, conveys, transfers or enters into an arrangement for sale or transfer of title of the Property or any part thereof; or
- 18.6. there is a breach or non-performance or non-observance of any term or condition of this Loan Commitment Letter, the Operating Agreement, or the Security Documents.

19. Taxes

Unless the Borrower is advised otherwise by BCHMC, the Borrower will make payments directly to the local government of all taxes and rates when due and provide proof of payment to BCHMC within thirty days of the due date.

20. Insurance

The Borrower will maintain insurance in the form and content acceptable to BCHMC. Without limiting the generality of the foregoing the insurance must include the minimum requirements set out in the Insurance Memo attached as Schedule "A" where applicable - please ensure that your insurance agent receives a copy of Schedule "A". The policy of insurance is to be forwarded to BCHMC and will be reviewed by BCHMC's insurance advisor. The cost of the review will be borne by the Borrower.

21. Builders Liens

- 21.1. The Borrower will comply with all the provisions of the *Builders Lien Act* (including any provision requiring or enabling the retention of portions of any sums payable by way of holdbacks and the establishment of the Holdback Accounts)).
- 21.2. If any builders lien or other lien for work, labour, services, or materials supplied to the Project or for the cost of which the Borrower may be in any way liable are filed, the Borrower will within 15 days after receipt of notice thereof procure the

discharge thereof, including any certificate of pending litigation registered in respect of any lien, by payment or giving security into court or otherwise or in such other manner as may be required or permitted by law.

22. Assignment

- 22.1. The Borrower will not be entitled to assign any of the rights and benefits conferred by this Loan Commitment Letter.
- 22.2. This Loan Commitment Letter and the Security Documents may be freely assigned by BCHMC, in whole or in part, without the consent of the Borrower. The Borrower agrees that BCHMC may arrange, on behalf of the Borrower, long term financing with the Take-Out Lender on terms acceptable to BCHMC, such long term financing to commence on the Take-Out Date and will provide for a Fixed Rate of interest.

23. Authorization to Invest

The Borrower hereby irrevocably directs and authorizes BCHMC to invest (in accordance with BCHMC's investment policy) on behalf of the Borrower excess funds, if any, borrowed under the Loan which were not utilized for the purposes approved by BCHMC and to use the principal and interest earned from such investment to reduce the outstanding balance of the Loan on maturity.

24. Equity Contribution by BCHMC

Any equity contribution made by BCHMC toward the Project, whether in the form of units purchased or a cash contribution, may be re-evaluated if there is variation in the initial projected interest rate applicable to the long term financing from the Take-Out Lender included in the Approved Budget and the Fixed Rate as of the Initial Take-Out Date. Any re-evaluation of equity contribution by BCHMC will be undertaken in consultation with the Borrower. *[NTD: this is only applicable if PRHC is buying units or if BCHMC is providing a grant to the project. Remove if not applicable]*

25. Communications and Event Protocols

BCHMC and the Borrower will work together on a number of communication activities that may take place over the course of the Project. The Borrower should contact Corporate Communications at BCHMC with questions regarding such communication activities. The Borrower agrees that the communication activities will be governed by the following terms:

- 25.1. **Coordination** – BCHMC will lead the coordination of official announcements, groundbreaking and opening events unless otherwise agreed upon by BCHMC corporate communications, and will ensure the Borrower is involved in the planning process and acknowledged in all materials and at all events. All public-facing materials (including, but not limited to, press releases, media pitches, media

- responses, interviews, social media posts, and social media campaign materials) must be approved by BCHMC.
- 25.2. **Media Inquiries & Confidentiality** – As information regarding government-funded developments is generally only shared with the media during official announcements or events, BCHMC and the Borrower will work together to develop standard key messages that will be used to respond to media inquiries with respect to the Project.
- 25.3. **Event Date Selection** – BCHMC will work with government partners and the Borrower to schedule official event dates to coincide with the timeline of construction and/or completion of the Project. Event dates are impacted by the availability of provincial and/or federal and municipal representatives. The Borrower acknowledges that, where appropriate due to funding, BCHMC has a commitment to include and acknowledge the Government of Canada for its contribution to projects. BCHMC must follow Canada-British Columbia event protocols when scheduling events under this initiative. The Canada-British Columbia event protocols include proposing event dates twenty (20) business days in advance in order to confirm a government representative for the proposed announcement or event. In addition, federal quotes, logos, and boilerplates will be included in the news release. The Borrower agrees that it will not inform its staff or stakeholders regarding announcements or events without confirming the dates for such announcements or events with BCHMC, as dates may shift during the scheduling phase.
- 25.4. **Event Location** – The location of the event is negotiable; however, it is ideal to hold the event on the Property in order for attendees, including the media, to see the Project site firsthand.
- 25.5. **News Release/Backgrounder** – BCHMC will prepare and distribute media materials, including news releases/backgrounders and media advisories, for official announcements. The Borrower will be offered a quote in the news release, as well as an opportunity to include a brief background or boilerplate. BCHMC will work with the Borrower to invite media to official events and will provide copies of final media materials on the day of the announcement.
- 25.6. **Representation and Agenda** - BCHMC will prepare and confirm the final agenda for official events following government protocols. A representative of the Borrower will be offered a speaking role on the agenda.
- 25.7. **Invitations** – BCHMC will draft an electronic invitation to official events and will include the Borrower's logo on the invitation. The Borrower will be responsible for the email distribution of the invitation. The Borrower may provide the names, titles, organizations and email addresses of additional invitees.
- 25.8. **Logistics/Staging** – BCHMC works with outside agencies to provide event logistics (tents, audio-visual, and staging) and a photographer to document the

event. The Borrower may suggest local vendors to use for regional events. BCHMC staff will attend the event and provide events-related support. BCHMC will share event photographs with the Borrower following the event.

- 25.9. **Project Signs** – During the construction of the Project, the Borrower will permit BCHMC to display on the Property one or more signs of a size and content selected by BCHMC. BCHMC will provide the Borrower with such Project signs, to be installed in a prominent location on the Property, at the beginning of the construction. These signs may be removed at the time of landscaping.
- 25.10. **Opening Ceremony** – The Borrower and BCHMC will work together to coordinate an official opening ceremony for the Project which should take place within a few months of the occupancy date. Event dates are impacted by the availability of provincial and/or federal and municipal representatives. The final approval of event dates is at the discretion of BCHMC. In order to allow enough time to confirm the attendance of provincial representatives, please contact BCHMC Corporate Communications regarding the proposed ceremony date at least eight weeks in advance.

26. General Provisions

The following terms and conditions apply to this Loan Commitment Letter:

- 26.1. **Site Visits** – Representatives of BCHMC and its payment certifier or quantity surveyor will be entitled to attend at and view the Project and all personal property thereon and all financial records of the Borrower at any time, on reasonable notice.
- 26.2. **Confidentiality** – This Loan Commitment Letter is delivered to the Borrower on the understanding that neither this Loan Commitment Letter nor its substance is to be disclosed without BCHMC's prior written consent except to counsel, accountants, employees and agents of the Borrower who are specifically involved in the transaction contemplated in this Loan Commitment Letter.
- 26.3. **Time of Essence** – Time will be of the essence of this Loan Commitment Letter.
- 26.4. **Notice** – Any notice required to be given under this Loan Commitment Letter is to be provided in writing and may effectively be given by a party by delivery of such notice to the other party at the address set out on the first page of this Loan Commitment Letter or at such other address as either party may in writing notify the other party, or by electronic or facsimile transmission to the fax number or email address as either party may in writing provide to the other party. Any notice so mailed will be deemed to have been delivered on the fifth (5th) day after the date of mailing. Any notice sent by facsimile or electronic transmission will be deemed to have been delivered upon receipt by the receiving party.
- 26.5. **Credit Investigations** – The Borrower hereby authorizes and consents to such credit investigations as BCHMC may deem necessary from time to time throughout the time the Loan is outstanding.

- 26.6. **BCHMC Records** – The Borrower acknowledges that the recording of the amount of any advance or repayment under the Loan, and interest, fees and other amounts due in connection with the Loan, made by BCHMC in its records will constitute *prima facie* evidence of the Borrower's indebtedness and liability from time to time under the Loan, and the obligation of the Borrower to repay any indebtedness and liability in accordance with the terms and conditions of the Loan will not be affected by the failure of BCHMC to make such recording. The Borrower also acknowledges being indebted to BCHMC for principal amounts shown as outstanding from time to time in BCHMC's records, and all accrued and unpaid interest in respect of such amounts, in accordance with the terms and conditions of this Loan Commitment Letter.
- 26.7. **Legal and Other Expenses** – The Borrower will pay all legal fees and disbursements in respect of the Loan, the preparation and issuance of this Loan Commitment Letter and the Security Documents, the enforcement and preservation of BCHMC's rights and remedies, all appraisals, insurance consultation, and similar fees and all other fees and disbursements of BCHMC, whether or not the documentation is completed or any funds are advanced under the Loan.
- 26.8. **Waiver** – Failure by BCHMC to insist upon strict performance by the Borrower of any obligation or covenant, option or right under this Loan Commitment Letter or any of the Security Documents will not be a waiver or relinquishment in the future of such obligation or covenant, option or right, but the same will remain in full force and effect and BCHMC will have the right to insist upon the strict performance by the Borrower of any and all of the terms and provisions of this Loan Commitment Letter and the Security Documents.
- 26.9. **Variation** – No term or requirement of this Loan Commitment Letter or any of the Security Documents may be waived or varied orally or by any course of conduct, of any officer, employee, or agent of BCHMC. Any amendment to this Loan Commitment Letter or any of the Security Documents must be in writing and signed by an authorized officer of BCHMC.
- 26.10. **Right and Remedies Cumulative** – The remedies, rights and powers of BCHMC under this Loan Commitment Letter, the Security Documents and at law and in equity are cumulative and not alternative and are not in substitution for any other remedies, rights or powers of BCHMC and no delay or omission in the exercise of any such remedy, right, or power will exhaust such remedy, right, or power or be construed as a waiver of any of them.
- 26.11. **Governing Law** – This Loan Commitment Letter will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 26.12. **BCHMC's Solicitor** – BCHMC's legal work and documentation is to be performed at the Borrower's expense by a solicitor of BCHMC's choice. All legal costs (including those of BCHMC's solicitor) and other reasonable costs and

expenses incurred by BCHMC in establishing or operating the Loan are for the account of the Borrower whether or not funds are advanced.

BCHMC has appointed the following law firm to act on its behalf on this transaction:

«BCH_Solicitor_Firm»
Attention: «BCH_Solicitor»

27. Lapse and Cancellation

This Loan Commitment Letter will lapse and all obligations of BCHMC set forth in this Loan Commitment Letter and in respect of the Loan will cease, all at the option of BCHMC, if there has been, in the opinion of BCHMC, a material adverse change in the financial condition of the Borrower. The availability of the Loan and the terms and conditions of the offer of credit contained in this Loan Commitment Letter will be subject to periodic review by BCHMC in BCHMC's sole discretion, however BCHMC will be under no obligation to conduct any such review or to provide a renewal letter or extension letter or other notification of such review if such review is conducted. BCHMC will have the option to conduct corporate, personal property registry and land registry searches in respect of the Borrower at the Borrower's sole cost. Upon demand being made by BCHMC for repayment of the amount outstanding under the Loan, any unadvanced portion of the Loan will be immediately cancelled.

[Remainder of this page has been intentionally left blank]

This offer of credit may be accepted by the Borrower by dating and returning to BCHMC two copies of this Loan Commitment Letter duly executed by the Borrower. The Borrower acknowledges and agrees that execution and delivery of this Loan Commitment Letter does not impose an obligation on BCHMC to advance any portion of the Loan.

Yours very truly,

British Columbia Housing Management Commission

Pooi Ching Siew
Director, Lending Services

THESE TERMS AND CONDITIONS ARE HEREBY ACCEPTED THIS ____ DAY
OF _____, 20____.

THE BORROWER:

«BORROWER_NAME», by its authorized
signatory(ies):

Name:
Title:

Name:
Title:

\«initial»

c «Development_Manager», «Dept», BCHMC

Schedule "A"

A. Construction Insurance Requirements (please carefully read the notes at the bottom of the page):

Whilst British Columbia Housing Management Commission ("BCHMC") is providing interim financing to the Borrower of the housing project (the "Project"), BCHMC requires the Borrower/Owner of the Project to obtain and maintain through the BCHMC Owner-Controlled Insurance Program insurance of the property to be insured (the "Property"). Without limiting the generality of the foregoing, the insurance must cover the following:

1. "All Risks" Builders' Risk Policy:

This policy shall cover "all risks" of direct physical loss or damage to the Project, including the perils of earthquake, flood, sewer back-up and subject to the terms, conditions, limitations and exclusions, and further, the policy shall:

- a. be written in the joint names of BCHMC, the Borrower/Owner, the Project Manager, the Construction Manager, the Contractor, the Subcontractors, the Consultant(s), architects, engineers, other consultants and sub-consultants engaged on the Project;
- b. provide for a limit of coverage not less than the estimated final completed value of the Project, with a sublimit on transit of \$1,000,000.00, off-site storage of \$1,000,000.00, extend to include soft costs, by-Laws (not sublimit), landscaping (no sublimit), no requirement to replace or repair on same or adjacent site, \$1,000,000.00 Extra Expense, Off-site Services, testing and commissioning cover with no exclusion for equipment breakdown, pollution and contamination clean-up of \$250,000.00, debris removal 10% (minimum \$250,000), watchman/video surveillance for any projects \$10,000,000.00 with wording and security/video surveillance companies acceptable to BCHMC ;
- c. contain a waiver of the insurer's subrogation rights against all insureds and their officers, employees and servants, and provide that, in the event of loss or damage, payment shall be made to BCHMC and the Borrower/Owner on their own behalf and as trustees for the benefit of any and all Insureds.

2. Loss payable is to be in favour of BCHMC as mortgagee. A standard mortgage endorsement clause (IBC 3000) is to form part of the policy.

3. "Wrap-Up" Commercial General Liability Insurance:

This policy shall cover the risks of liability for bodily injury and property damage arising from the activities at the Place of the Work, and further the policy shall:

- a. be written in the joint names of BCHMC, the Borrower/Owner, the fee simple owner of the Place of the Work, the Project Manager, the Construction Manager, the Contractor, the Subcontractors, the Consultant(s), architects, engineers, other consultants and sub-consultants engaged on the Property;
- b. provide for a limit of liability not less than \$10,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof;
- c. include Sudden & Accidental Pollution for \$10,000,000.00 and Non-Owned Auto and include 24 months completed operations once project completed, off-site services.

(See GC11.1 Insurance Clause of the Supplementary General Conditions of the Stipulated Price Contract for additional details and requirements.)

B. Operating Insurance Requirements (please carefully read the notes at the bottom of the page):

British Columbia Housing Management Commission ("BCHMC") requires that the Borrower/Owner of the Project obtain a quote from Marsh Canada ("Marsh"), who have set up a Group Insurance Program for non-profit housing societies. Even if you do not get your insurance coverage through the Group Insurance Program, BCHMC requires a copy of the quote to be included with your financial statements and will only subsidize your society for insurance up to the quoted amount from Marsh.

1. Insurance must be carried for the full 100% replacement cost of the building. Co-insurance is not acceptable. Coverage shall be written on an "all risks" form, including flood and earthquake.
2. Loss payable is to be in favour of BCHMC, or the lender of monies, as mortgagee. A standard mortgage endorsement clause (IBC 3000) is to form part of the policy.
3. BCHMC must continue to be named as an additional insured even when BCHMC is not the lender of the funds for the Project.
4. Rental Income Insurance for a full 100% of rentals lost during a minimum term of 6 months is required, or for an indemnity period equal to the estimated full reconstruction period.
5. The correct civic description of the Property must be specified.
6. Commercial General Liability Insurance including personal injury and non-owned auto insurance coverage (for a minimum of \$10,000,000 for each occurrence). This policy must include a cross liability clause.
7. Where applicable, boiler, vessel, and air-conditioning insurance in comprehensive form, against breakdown of boilers, engines, machinery and electrical apparatus for a minimum of the loan amount. Insurance is to be written on a Replacement Cost wording with a waiver of co-insurance requirement. Rental Income Insurance is required as stipulated under Clause B.4.
8. All fixtures, furnishings and equipment must be insured for the full replacement value and must cover all risks.
9. By-law coverage clause for both the building and tenant improvements including:
 - a. loss occasioned by enforcement of any laws or ordinances regulating the construction or repair of the buildings or structures enforced at the time that a loss occurs, which requires the demolition of any portion of the insured buildings or structures which have not suffered damages; and
 - b. the cost incurred in actually rebuilding both the damaged and demolished portions of the insured buildings or structures with materials and in a manner to fully satisfy such ordinances or laws.

A BCHMC signed government Certificate of Insurance (form as enclosed) is required if Operating Insurance is not purchased through the Group Insurance Program with Marsh. Please ensure that all the requirements as specified in the above "**Section B – Operating Insurance Requirements – items 1-9(b)**" are in compliance and detailed in the attached Certificate of Insurance form. Please provide completed Certificate of Insurance to BCHMC at #1701 - 4555 Kingsway, Burnaby, B.C. V5H 4V8 (Attention: Kirsten Khera, Development Strategies), within 30 days of the date of the issuance of the insurance binders. **60 days notice of cancellation or material change in the policy must be given to BCHMC.**

NOTE:

*Where the borrower has entered into a ground lease (for example, if the owner of the land is Provincial Rental Housing Corporation or any municipal government), then all insurance referred to in A and B shall include the owner as a named insured and, with respect to property insurance, as a loss payee, as its interests may appear. Proof of insurance should be forwarded to the owner.

**Without limiting the generality of the foregoing, BCHMC must continue to be named as an additional insured even when BCHMC is not the lender of the funds for the Project. In addition, where the City of Vancouver is the landlord, the relevant notices and proof of insurance must be forwarded to: Director of Risk Management, City of Vancouver, 453 West 12th Avenue Vancouver, B.C. V5Y 1V4, and the rental income insurance in B.4. must be for 12 months minimum.



CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act
BC Housing adheres to the Freedom of Information and Protection of Privacy Act when collecting and using personal information. Direct any questions to the Manager, Records and Information Privacy at #1701 – 4555 Kingsway, Burnaby, BC V5H 4V8. Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by BC Housing

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (BC Housing)	CONTRACT/PERMIT/LICENCE/IDENTIFICATION NO.
BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION	
BC HOUSING CONTRACT ADMINISTRATOR NAME & TITLE Kirsten Khera, Development Strategies	PHONE NO:
ADDRESS 1701 - 4555 Kingsway Avenue, Burnaby, BC	POSTAL CODE V5H 4V8
CONTRACTOR/SOCIETY NAME	
CONTRACTOR/SOCIETY ADDRESS	POSTAL CODE

Contractor/Society Information

Please provide this form and a copy of the Contract Terms and Conditions to your Insurance Broker for completion and then return the completed form to BC Housing. **No substitutions of this form will be accepted. Commencement of any work cannot begin until BC Housing has the Certificate of Insurance in hand.**

Part 2 To be completed by the Society/Contractor/Consultant's Agent or Broker (please provide all details as specified under "Operating Insurance Requirements item 1-9 (b)" in the above attached Schedule "A")

INSURED	NAME		
	ADDRESS	POSTAL CODE	
OPERATIONS INSURED	PROVIDE DETAILS		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT
LOSS PAYABLE:	BCHMC, 1701 -4555 Kingsway, Burnaby, BC V5H 4V8		

This certificate certifies that policies of insurance as herein described have been issued to the insured(s) named above, are in full force and effective as of the effective date of the contract/permit/licence, and comply with the insurance requirements of the contract/permit/licence except as follows:

AGENT OR BROKER COMMENTS:		
SIGNED BY THE AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S)	AGENT or BROKER NAME	DATE SIGNED
AGENT or BROKER's Phone Number: _____	AGENT or BROKER's Email Address: _____	



CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act
BC Housing adheres to the Freedom of Information and Protection of Privacy Act when collecting and using personal information. Direct any questions to the Manager, Records and Information Privacy at #1701 – 4555 Kingsway, Burnaby, BC V5H 4V8. Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by BC Housing

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO <i>(BC Housing)</i>	CONTRACT/PERMIT/LICENCE/IDENTIFICATION NO.
BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION	
BC HOUSING CONTRACT ADMINISTRATOR	
NAME & TITLE Kirsten Khera, Development Strategies	
ADDRESS 1701 - 4555 Kingsway Avenue, Burnaby, BC	PHONE NO: FAX NO:
CONTRACTOR/SOCIETY NAME	
CONTRACTOR/SOCIETY ADDRESS	
POSTAL CODE V5H 4V8	

Contractor/Society Information

Please provide this form and a copy of the Contract Terms and Conditions to your Insurance Broker for completion and then return the completed form to BC Housing. No substitutions of this form will be accepted. Commencement of any work cannot begin until BC Housing has the Certificate of Insurance in hand.

Part 2 To be completed by the Contractor/Society/Consultant's Agent or Broker (please provide all details as specified under "Operating Insurance Requirements item 1-9 (b)" in the above attached Schedule "A")

INSURED	NAME <i>ABC Housing Society</i>		
	ADDRESS <i>123 Broadway Street, Vancouver, BC</i>	POSTAL CODE <i>V1V 2B2</i>	
OPERATIONS INSURED	PROVIDE DETAILS <i>ABC Court – 123 Broadway Street, Vancouver BC V1V2B2</i>		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT
BLANKET ALL PROPERTY – <i>As per Locations Declared</i> ALL RISKS • Replacement Cost Basis • Flood • Earthquake • By-Laws Included BOILER AND MACHINERY INSURANCE - COMPREHENSIVE FORM • Repair or Replacement Cost • By-Laws Included GENERAL LIABILITY INSURANCE • Occurrence Form • Bodily Injury and Property Damage • Personal Injury • Tenants' Legal Liability • Cross Liability Clause • Non-Owned Automobile	<i>ABC Insurance Company Master Policy No. 1234567</i> <i>ABC Insurance Company Master Policy No. 1234567</i> <i>ABC Insurance Company Master Policy No. 1234567</i>	2015/12/31	<i>Property of Every Description \$15,000,000 Rental Income \$1,000,000 Indemnity Period 24 months</i> <i>2015/12/31</i> <i>2015/12/31</i>
LOSS PAYABLE:	<i>1st Loss Payee – BCHMC, 1701 -4555 Kingsway, Burnaby, BC V5H 4V8</i>		

This certificate certifies that policies of insurance as herein described have been issued to the insured(s) named above, are in full force and effective as of the effective date of the contract/permit/licence, and comply with the insurance requirements of the contract/permit/licence except as follows:

AGENT OR BROKER COMMENTS:

British Columbia Housing Management Commission and Provincial Rental Housing Corporation are added as Additional Insureds but only with respect to liability arising out of the operations of the Named Insured as noted above.

SIGNED BY THE AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S)

AGENT or BROKER NAME

DATE SIGNED

John Smith, XYZ Insurance Co.

AGENT or BROKER's Phone Number: (604) 777-7777

AGENT or BROKER's Email Address: JSmith@xyzInsurance.com

Schedule “B”
Order To Pay

TO: **British Columbia Housing Management Commission (“BCHMC”)**

FROM: **«Borrower_Name» (the “Borrower”)**

RE: Mortgage (the “Mortgage”) in favour of BCHMC which charges the **«tenure»** interest of the Borrower in the following lands and premises: **«Property_Address»**, **«Property_City»**, BC, legally described as: **«PID_Legal_Description»** (the “Property”).

We hereby irrevocably authorize and direct you or your solicitors, to make advances secured by the Mortgage in the following manner:

1. To deduct any accrued interest (if applicable);
2. To pay to BCHMC any money owing under any proposal development funding loan, administration, legal, inspection and other fees or amounts payable to it;
3. To holdback or pay amounts required to satisfy statutory or contractual holdbacks directly to BCHMC’s solicitors to be used to satisfy lien claims and otherwise to be paid out at BCHMC’s direction;
4. To holdback or pay to BCHMC’s solicitors, on or before the final advance, an amount estimated to be required to fund remaining project costs, such funds to be paid out at BCHMC’s direction in respect of such costs as they are incurred;
5. To pay to the landlord of the Property rent required to be paid under a lease, if any;
6. To pay brokerage fees (if applicable);
7. At BCHMC’s discretion:
 - a) to pay any taxing authority, any taxes, levies, or rates due and accruing due;
 - b) to pay to the holder of any prior encumbrance the amount required to pay out and discharge the prior encumbrance;
 - c) to pay to any appraiser, contractor, engineer, subcontractor, surveyor, or supplier of material in respect of the Property;
 - d) if any advance or draw is to be made subject to a BCHMC condition, to pay to our solicitors, _____, in trust, any such advance; and
 - e) deposit the advances or any of them into the following bank account (**Voided blank cheque attached**):

Bank Account in the name of: _____

Name of banking Institution: _____

Address (include postal code) of banking Institution: _____

Account Number: _____

Dated at _____, the ____ day of _____, 20 ____.

«BORROWER_NAME»,
by its authorized signatory(ies):

Name:
Title:

Name:
Title:

SAMPLE

SCHEDULE C - CORPORATE / ENTITY

Loan No. _____

In order to satisfy government legislation, the following information is required as a condition for the successful Take-Out Lender to process the long term fixed rate mortgage. Please refer to Appendix A for assistance in completing the form. Where insufficient space, please attach a separate page.

A. Type of Relationship and Entity

Borrower _____ Beneficial Owner _____ Guarantor/Covenantor _____

Corporation _____ Partnership _____ Not-for-Profit _____ Trust _____ Other (Specify) _____

B. Corporate/Entity/Not-for-Profit Information

Legal Name of Entity _____

Business Address _____

Principal Contact _____ Email Address _____

Phone Number _____ Fax Number _____

Business Type _____

C. Directors of Corporation/Entity/Not-for-Profit

List all principal of the Entity, including Directors, Partners, Trustees, as the case may be:

Name of Director/Partner/Trustee	Description of Occupation and Nature of Business

D. Not-for-Profit Organization

If the entity is a not-for-profit organization, is the entity registered with Canada Revenue Agency?

If yes, please insert Business/Registration No. _____

If the entity is an unregistered not-for-profit organization, does it solicit donations
from the public? _____

E. Declaration

By signing this Information Form, the undersigned declares that the information provided herein is true and correct.

Authorized Signatory:

Signature _____

Date _____

Print Name _____

Title _____

Authorized Signatory:

Signature _____

Date _____

Print Name _____

Title _____

APPENDIX A
INSTRUCTIONS TO COMPLETE INFORMATION FORM

PART A

Place a checkmark to indicate if the entity is the borrower, beneficial owner of the borrower, guarantor or covenantor.

Place a checkmark next to the business form the entity takes.

PART B

Please complete the full legal name of the entity, its business address, principal contact name, email address, phone number during business hours and facsimile number and the nature of the entity's principal business.

PART C

Please list all of the Directors, Trustees or Limited and/or General Partners, as well as a description of each individual's occupation.

PART D

If the entity is a not-for-profit organization, indicate if it is registered with the Canada Revenue Agency and their Business/Registration number. If the entity is a not-for-profit organization and not registered with the Canada Revenue Agency, indicate whether the entity solicits donations from the public.

PART E

Corporate / Entity Borrower / Not-for-Profit

An authorized signatory of the corporate/entity borrower must sign where indicated, clearly print his or her name, title, and insert the date of execution.

SCHEDULE C-1 - SOLICITOR'S CERTIFICATE OF CLIENT IDENTIFICATION ("Certificate")

Loan No. _____ Property Address _____

Prior to disbursing funds, we require that you ascertain the identity of each mortgagor, covenantor/guarantor and signing officer in accordance with our instructions to Solicitor, and send this fully completed and signed Certificate to us. Each mortgagor, covenantor/guarantor and signing officer is required to be physically present at the time you ascertain his or her identity. If required by the Mortgage Commitment, funds may not be disbursed until we have received the Certificate. Attach a separate page if insufficient space.

(A) Individuals and corporate/other entity signing officers. Particulars of identification produced by each mortgagor, covenantor/guarantor, and, where applicable, signing officer.

i.

Full Legal Name

Identification Viewed from Appendix "A": Acceptable Forms of Identification

1. Type _____

Place of Issue _____

2 Type _____

Place of Issue _____

Date of Birth

No. _____

Expiry Date. _____

No. _____

Expiry Date. _____

ii.

Full Legal Name

Identification Viewed from Appendix "A": Acceptable Forms of Identification

Date of Birth

1. Type _____

No. _____

Place of Issue _____

Expiry Date. _____

2 Type _____

No. _____

Place of Issue _____

Expiry Date. _____

iii.

Full Legal Name

Identification Viewed from Appendix "A": Acceptable Forms of Identification

Date of Birth

1. Type _____

No. _____

Place of Issue _____

Expiry Date. _____

2 Type _____

No. _____

Place of Issue _____

Expiry Date. _____

(B) Corporations, Not-for-Profit and other entities; Particulars of information ascertained for each mortgagor, covenantor/guarantor, beneficial owner, which is a corporation, not-for-profit or other entity.

Legal Name of Corporation, Not-for-Profit or Other Entity

Type of Entity _____ Reg. No. _____

Type of Record _____

Source of the electronic version of the record, if applicable (must be a source which is accessible to the public):

Legal Name of Corporation, Not-for-Profit or Other Entity

Type of Entity _____ Reg. No. _____

Type of Record _____

Source of the electronic version of the record, if applicable (must be a source which is accessible to the public):

Legal Name of Corporation, Not-for-Profit or Other Entity

Type of Entity _____ Reg. No. _____

Type of Record

Source of the electronic version of the record, if applicable (must be a source which is accessible to the public):

Certificate of Solicitor

I have complied with your instructions set out above and in the section of the Solicitor's Instructions entitled "Identification Verification Requirements".

Certified at _____ this _____ day of _____, 20_____.
[Signature]

Signature

Print Name _____

Print Name

Identification Verification Requirements

Prior to disbursement of funds, we require you to ascertain the identity of each mortgagor, covenantor/guarantor, and where applicable, signing officer. Each mortgagor, covenantor/guarantor, and where applicable, signing officer (those who sign the security documentation) and beneficial owner must present to you for examination:

Two pieces of identification from the list of Acceptable Forms of Identification below

One of the ID documents must be photo identification. EXCEPTION: Customers over the age of 65 who do not have Photo ID may substitute it with another form of ID from the Acceptable Forms of Identification.

Where a corporation or other entity has more than three signing officers, you are required to ascertain the identity of only three of the signing officers.

No other form of identification is acceptable. All identification must be original, valid, legible, and not substantially damaged. Every mortgagor, covenantor/guarantor, signing officer, and beneficial owner is required to be physically present when you ascertain their identity. You must be satisfied that all parties who have attended before you to execute the mortgage documents are the same parties set out in our Commitment Letter. **Please provide photocopies of the identification.**

Our office must be immediately notified if you are unable to comply with these instructions and the reasons why.

Solicitors and Notaries Public outside of Canada hereby accept the appointment as agent for BC Housing Management Commission for the purpose of ascertaining the identity of the signatories of the security documentation.

Acceptable Forms of Identification

Any piece of identification issued by a **Canadian Government Body (Federal, Provincial or Municipal)** including but not limited to:

- a valid Driver's License
- Current Canadian Passport
- Certificate of Canadian Citizenship
- Certificate of Naturalization
- Permanent Resident Card
- Birth Certificate issued in Canada
- Old Age Security Card Issued by the Government of Canada
- Social Insurance Number
- Health Cards Issued by:
 - BC (Signature Only)
 - Alberta (No Picture of Signature)
 - Saskatchewan (No Picture of Signature)
 - Quebec (can be used only if client offers as ID)
 - New Brunswick (Signature Only)
 - Nova Scotia (Signature Only)
 - Newfoundland & Labrador (No Picture of Signature)

Valid foreign identification, if equivalent to an acceptable type of Canadian identification document, is also allowed (ie. a valid foreign passport).

Note: Health Cards issued by the Provinces of Ontario, Manitoba and Prince Edward Island are not acceptable forms of identification.

In addition, if the borrower is a corporation or other entity, please provide the following:

ID for Corporations

Copy of most recent annual report filed with the Registrar of Companies or current Corporate Search confirming the Borrower's existence and containing the names of the directors.

ID for Partnerships

- Copy of Certificate of Partnership and Partnership Agreement

Formal Trust

- Copy of Trust Deed, including all revisions

Not for Profit- (Unincorporated Bodies)

Copy of Charter or Articles of Association

Schedule “D”

Definitions

The following terms used in the Loan Commitment Letter shall have the following meanings:

“Approved Budget” means the finalized cost and construction and operating budgets and timetable detailing all hard and soft costs associated with the development and construction of the Project in accordance with the Approved Plans, as approved by BCHMC and its payment certifier or quantity surveyor, as applicable;

“Approved Plans” means the finalized plans, specifications, drawings, timetables, reports, and recommendations for the Project which have been approved by BCHMC and its payment certifier or quantity surveyor, as applicable;

“CMHC” means Canada Mortgage and Housing Corporation;

“Contractors” means all contractors engaged for the Project pursuant to the Construction Contracts;

“Construction Contracts” means the construction contracts in respect of the Project entered into between the Borrower and the Contractors, which construction contracts will be in the form of CCDC standard contracts, as amended from time to time, with BCHMC’s Supplementary General Conditions;

“CRA” means Canada Revenue Agency;

“First Advance” means the first advance of the principal amount under the Loan made by BCHMC;

“Fixed Rate” means the rate of interest that BCHMC obtains through a competitive bidding and selection process conducted and approved by BCHMC for a Take-Out Lender or, in the absence of such selection, such other rate as BCHMC shall advise the Borrower from time to time;

“GST” means goods and services tax;

“Hazardous Substance” means any substance defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term, by any applicable federal, provincial or local statute, regulation or ordinance now or in the future in effect, or any substance or materials, the use or disposition of which is regulated by any such statute, regulation or ordinance;

“Initial Take-Out Date” means the first Take-Out Date following the Last Advance;

“Interest Adjustment Date” means the first day of the month following the month in which the Last Advance is made by BCHMC, or the date of the Last Advance if that date is the first day of the month;

“Last Advance” means the last advance of the principal amount under the Loan made by BCHMC;

“Legal Requirements” means any law, statute, code, ordinance, order, award, judgment, decree, injunction, rule, regulation, authorization, consent, approval, order, permit, licence, direction or requirement of any government authority;

“Loan” means the authorized amount set forth in Section 3.1;

“Loan Commitment Letter” means the Loan Commitment Letter to which this Schedule “D” is attached and all other schedules attached thereto, as they may be amended, supplemented or replaced from time to time;

“Operating Agreement” means the agreement entered into by the Borrower with CMHC and/or BCHMC which provides, amongst other things, for the roles and responsibilities of the Borrower with reference to the operation of the Property;

“PDF Loan” means a predevelopment funding loan;

“Project Completion” means the issuance of a full, final and unconditional occupancy permit;

“RBC Prime Rate” means the floating annual rate of interest established and recorded by Royal Bank of Canada from time to time as a reference rate for purposes of determining rates of interest it shall charge on loans denominated in Canadian dollars made in Canada;

“Take-Out Date” means the date to be determined by BCHMC, in its sole discretion, as the date the Take-Out Lender commences long term financing of the Loan and includes the Initial Take-Out Date;

“Take-Out Lender” means one or more third party lenders with whom BCHMC will arrange financing on behalf of the Borrower for the Loan once construction of the Project is complete and until the Loan is repaid in full;

“Take-Out Loan” means the Loan in an amount approved by BCHMC that will be subject to long term financing with a Take-Out Lender; and

“Variable Rate” means, for each calendar month from and including the calendar month in which the First Advance is made until the Loan is repaid in full, an interest rate calculated as a weighted average of the interest charged by the Ministry of Finance of the Government of British Columbia to BCHMC plus administration spread of up to 0.5625% and, in any event, not more than the RBC Prime Rate plus 1.00%.



Home Office
1701 – 4555 Kingsway
Burnaby, BC V5H 4V8
Phone 604-433-1711
Fax 604-439-4722
www.bchousing.org

«LCL_DATE»

File: «File»/«PR»/«BU»

«Borrower_Name»
«Borrower_Address»
«Borrower_City», «Borrower_Province» «Borrower_Postal_Code»

Dear Sir or Madam:

Re: Loan Commitment Letter
Forgivable mortgage charging the «tenure» interest of «Borrower_Name» in
«Property_Address», «Property_City», BC

British Columbia Housing Management Commission (“BCHMC”) is pleased to confirm that it will make available to «Borrower_Name» a «mortgage_ranking» priority forgivable mortgage loan for of a «Unit» («Unit») unit project (the “Project”) on the following lands and premises, subject to the terms and conditions contained in this Loan Commitment Letter, and subject to all legal matters and documentation being to the complete satisfaction of BCHMC and its solicitors:

Civic Address:

«Property_Address»,
«Property_City»

(the “Property”).

Legal Description:

«PID_Legal_Description»

1. Borrower

«Borrower_Name» (the “Borrower”).

2. Schedules

- 2.1. The capitalized terms used in this Loan Commitment Letter will have the meanings given to such terms either in the body of this Loan Commitment Letter or in the attached Schedule “C”, whichever is applicable.
- 2.2. Schedules “A” through “” and any additional schedules and all provisions thereof are incorporated into and will form an integral part of this Loan Commitment Letter.

3. Loan Amount

- 3.1. Demand non-revolving of «**Loan_Amount**» (the “**Loan**”) is the maximum loan amount approved by BCHMC.
- 3.2. The Loan does not constitute a commitment by BCHMC for any additional capital, operating or support funding.
- 3.3. In the event that the cost to complete the Project does not require that the Loan be fully advanced, the Loan will be reduced so that it is equal to the amounts advanced by BCHMC to complete the Project.

4. Term

«Term» years from the Commencement Date.

5. Availability of Advances

- 5.1. So long as there are no Events of Default which are continuing and upon satisfaction of the conditions precedent to the availability of advances set out in Section 11 below, the Loan will be made available to the Borrower by way of direct advances from time to time but not more frequently than once per month and on a work in place and cost expended basis.
- 5.2. The First Advance must be made on or before «**First_Advance_Date**».
- 5.3. BCHMC previously authorized the advance of a PDF Loan in the amount of up to «**PDF_Loan_Approved**». The PDF Loan must be repaid from the First Advance.
- 5.4. Prior to the First Advance, the Borrower must complete and return to BCHMC the Order to Pay attached as Schedule “B” to this Loan Commitment Letter.

6. Repayment

- 6.1. All amounts outstanding under or in respect of the Loan will become due and payable by the Borrower to BCHMC on demand.
- 6.2. Without limiting in any way BCHMC's right to at any time make demand for payment of any or all of the outstanding amount of the Loan:
 - (a) payments on account of principal and interest under the Loan will be forgiven, provided the Property is continuously used for the Specific Purpose and an Event of Default does not occur; and
 - (b) if an Event of Default occurs, the Borrower shall pay the outstanding amount of the Loan as at the date of the Event of Default plus interest, as directed by BCHMC.

- 6.3. All payments to be made by the Borrower under this Loan Commitment Letter will be made by the Borrower at the address of BCHMC set out on the first page of this Loan Commitment Letter or at such other place as BCHMC may direct from time to time.
- 6.4. The obligation of the Borrower to make all payments under this Loan Commitment Letter and the Security Documents will be absolute and unconditional and will not be limited or affected by any circumstance, including without limitation any set off, compensation or counter-claim the Borrower may have or assert against BCHMC or any insolvency, bankruptcy, reorganization or similar proceedings by or against the Borrower.

7. Interest Rate

- 7.1. If an Event of Default occurs, interest is payable on the balance of principal outstanding under the Loan as at the date of the Event of Default at a rate equal to the RBC Prime Rate plus 2.00% per annum, until the Loan is repaid in full. As of the date of this Loan Commitment Letter, RBC Prime Rate is «Current_Prime_Rate»% per annum.
- 7.2. Interest payable under the Loan will be calculated and compounded semi-annually, not in advance, from the date of the Event of Default, both before and after demand, default and judgment, until actual payment is made.
- 7.3. The Borrower agrees that BCHMC may deduct any interest payable under the Loan, when due, from the unadvanced principal of the Loan (if any). Notwithstanding the foregoing, interest payments for the Loan remain the responsibility of the Borrower. *[NTD: If there is no repayable mortgage in conjunction with this forgivable mortgage, remove this section.]*

8. Loan Forgiveness Conditions

The financial assistance is available exclusively to the Borrower for the development of affordable housing units for low and moderate income households. If the Borrower uses the Property for the Specific Purpose during the term of the Loan and an Event of Default does not occur, the Loan will be forgiven 1/«Forgiveness_Period» each year, commencing on the «Anniversary_Forgiveness_Start» anniversary of the Commencement Date, until the Loan is completely forgiven.

9. Repayable Mortgage

If in conjunction with the Loan BCHMC authorizes a demand non-revolving interim construction loan (the “**Repayable Loan**”) to be provided to the Borrower and to be secured by a repayable mortgage (the “**Repayable Mortgage**”) from the Borrower in favour of BCHMC charging the «tenure» interest of the Borrower to the Property, the Borrower hereby acknowledges and agrees as follows:

- 9.1. prior to the date that long term financing with a third party lender for the Repayable Loan occurs, the final amount of the Loan may be decreased to account for a required corresponding increase in the amount of the Repayable Loan secured by the Repayable Mortgage, all in consultation with the Borrower;
- 9.2. the Borrower acknowledges that the Repayable Loan amount includes a budgeted amount for interest payments and agrees that BCHMC may, and authorizes BCHMC to, deduct any interest payable under the Repayable Loan, when due, from the unadvanced principal of the Repayable Loan (if any). Notwithstanding the foregoing, the interest payments for the Repayable Loan remain the responsibility of the Borrower;
- 9.3. the Borrower agrees to complete, sign and return all documents required by BCHMC to decrease the amount of the Loan and increase the amount of the Repayable Loan, including but not limited to:
 - (a) amendments to the Loan Commitment Letters previously issued by BCHMC in respect of each of the Loan and the Repayable Loan;
 - (b) a modification of the Forgivable Mortgage to decrease the principal amount secured thereunder; and
 - (c) a modification of the Repayable Mortgage to increase the principal amount secured thereunder.

[NTD: Remove the above section “Repayable Mortgage” in its entirety if there is no repayable mortgage for this Project.]

10. Security

The Loan and the obligations and liabilities of the Borrower under this Loan Commitment Letter will be evidenced and secured by the following documents (collectively, the “**Security Documents**”) completed and, where necessary, registered in a form and manner satisfactory to BCHMC and its solicitors in their sole discretion:

- 10.1. borrowing resolution from the directors of the Borrower;
- 10.2. special resolution of the members of the Borrower; *[NTD: only include if a society or a co-operative.]*
- 10.3. an executed sixty (60) year land lease of the Property with the «Landlord Name» as landlord and the Borrower as tenant, following the approval by BCHMC and its solicitors based on a standard form of ground lease pre-approved by CMHC, or the CMHC policy exceptions approval of the non-compliant lease;
- 10.4. a section 219 covenant in favour of BCHMC (HPA) to restrict sales for ten (10) years; *[NTD: if already registered, insert “(registered on [Date] under number _____)”; remove if not applicable]*

- 10.5. a section 219 covenant in favour of BCHMC charging the «tenure» interest of the Borrower in the Property; *[NTD: if already registered, insert “(registered on [Date] under number _____)”; remove if not applicable]*
- 10.6. an option to purchase in favour of Provincial Rental Housing Corporation charging the «tenure» interest of the Borrower in the Property; *[NTD: if already registered, insert “(registered on [Date] under number _____)”; remove if not applicable]*
- 10.7. a \$_____ [ranking] priority mortgage from the Borrower in favour of BCHMC charging the «tenure» interest of the Borrower in the Property; *[NTD: insert if there is a repayable mortgage for the Project. If already registered, add “(registered on [Date] under number _____)”; remove if not applicable.]*
- 10.8. a [ranking] priority assignment of rents from the Borrower in favour of BCHMC charging the «tenure» interest of the Borrower in the Property; *[NTD: insert if there is a repayable mortgage for the Project. If already registered, add “(registered on [Date] under number _____)”; remove if not applicable.]*
- 10.9. a «Loan_Amount» «mortgage_ranking» priority mortgage from the Borrower in favour of BCHMC charging the «tenure» interest of the Borrower in the Property;
- 10.10. a priority and standstill agreement with the holder of mortgage ♦ and assignment of rents ♦ (together, the “**Prior Charge**”); *[NTD: If more than one prior lenders, “priority and standstill agreements with the holders of mortgages _____ and _____ and assignments of rents _____ and _____ (together, the “**Prior Charge**”); Remove if not requesting existing lenders to grant BCH mortgage priority over the existing mortgage(s).]*
- 10.11. the discharge of Mortgage _____, modified by _____ and _____, and Assignment of Rents _____ and related Personal Property Security Act (“PPSA”) security agreement registration *[NTD: if PPSA is to stay, remove the yellow highlighted text.]* (together, the “**PDF Loan Security**”) following the repayment to BCHMC, from the first advance of the Loan, of all amounts secured by the PDF Loan Security; *[NTD: Applicable if there is an existing PDF loan mortgage which will be paid from the first advance of this loan and discharged. Amend or remove as applicable.]*
- 10.12. assignment agreement from the Borrower in favour of BCHMC, which agreement will, among other things and on terms and conditions acceptable to BCHMC, assign to BCHMC all of the Borrower’s right, title and interest in, to and under:
 - (a) the Construction Contracts;
 - (b) all other service or material supply contracts, development agreements, plans, drawings, designs and specifications in respect of the Project; and
 - (c) all related benefits, warranties and guarantees with respect to the contracts, agreements and documents set out in Sections 10.12(a) and 10.12(b) above;

10.13. equitable mortgage and estoppel agreement from «**Registered Owner**» and «**Beneficial Owner**»; *[NTD: to be included if there is a trust relationship between the registered owner and the beneficial owner. Will need to amend security documents to clarify security from registered owner versus security from beneficial owner. Both should be borrowers]* or

*[a beneficial owner agreement executed by the Borrower; *[NTD: to be included if there is a trust relationship.]**

10.14. assignment, postponement and subordination agreements from ♦, acknowledged by the Borrower *[NTD: name of shareholders or limited partners applicable for corporate or partnership borrowers. On a project by project basis this can be required from all related corporate entities and principals to which the Borrower could have debt obligations. IF THIS SECURITY WAS NOT MENTIONED IN EXCOM, GET DM's WRITTEN CONSENT TO ADD THIS REQUIREMENT AS PART OF THE SECURITY SO THAT BCHMC SOLICITOR WILL PREPARE THESE AGREEMENTS.]*

10.15. if the Borrower's interest in the Property is leasehold, estoppel certificate from the landlord of the Property;

10.16. CMHC policy exception approval letter approving issuance of CMHC loan insurance certificate for non-compliant lease, fractional interest and use of Loan to Value Ratio; and *[NTD: Amend as needed. Insert this provision if there is a repayable mortgage for takeout that requires CMHC Policy Exception approval. Mirror repayable interim mortgage term.]*

10.17. all such other certificates, documents, opinions, priority agreements and consents as BCHMC or its solicitors reasonably require.

11. Conditions Precedent to the Availability of Advances

11.1. On or before the date of the First Advance, BCHMC will have received in form and substance satisfactory to BCHMC, its payment certifier, quantity surveyor or its solicitors:

- (a) this Loan Commitment Letter, (including Schedule “B” Order to Pay) executed and delivered by the Borrower;
- (b) the Security Documents completed and, where necessary, registered at all appropriate registration offices;
- (c) the discharge of Mortgage _____ and Assignment of Rents _____ and related Personal Property Security Act (“PPSA”) security agreement registration and the discharge of Mortgage _____ and Assignment of Rents _____ and related PPSA security agreement registration, by way of solicitor’s undertakings satisfactory to BCHMC’s solicitors, acting

reasonably; *[NTD: Applicable if there are existing mortgage and AOR in favour of a third party. Remove if not applicable]*

- (d) the Operating Agreement, executed and delivered by the Borrower;
- (e) confirmation of insurance arranged by the Borrower conforming to BCHMC's requirements as specified in this Loan Commitment Letter under the heading "Insurance" below;
- (f) a title review for the Property, including a satisfactory review of all legal notations, encumbrances, liens and charges noted on title and approval of all charges to be placed on title for the Property;
- (g) a title insurance (inclusive of survey, gap coverages and any objectionable title defects where applicable) in a form satisfactory to BCHMC and its solicitors, in respect of its «tenure» interest in the Property and the interest of BCHMC as the mortgagee, if applicable;
- (h) confirmation that the Borrower's incorporation agreement and articles comply with the requirements of BCHMC; *[NTD: only include if a company]*
- (i) confirmation that the Borrower's comply with the requirements of BCHMC or if BCHMC determines that amendments are required to the Borrower's, the Borrower must:
 - i. amend its , as applicable, in accordance with BCHMC's requirements and file the applicable amended with the BC Registrar of Companies and provide confirmation to BCHMC to its satisfaction that the applicable amended have been accepted for registration; and
 - ii. if the Borrower's bylaws require that a special resolution approving the borrowing of the Loan by the members of the Borrower be passed and filed the Borrower must immediately:
 - A. file a transition application with the BC Registrar of Companies (if an application has not already been filed) and provide confirmation to BCHMC to its satisfaction that the transition application has been accepted for registration; and
 - B. amend its bylaws to remove the filing requirement, file the amended bylaws with the BC Registrar of Companies and provide confirmation to BCHMC to its satisfaction that the amended bylaws have been accepted for registration;

[NTD: Remove 11.1(i) in its entirety if the Borrower is a Company. Remove 11.1(i) ii (A) and (B) (if the Borrower is a Co-operative.)]

- (j) if a trust relationship exists in respect of the Borrower's ownership of the Property, copies of all instruments and documents relating to the trust relationship between the Borrower and any other party, such instruments and documents to be in form and substance satisfactory to BCHMC and its solicitors, together with any additional security documents as BCHMC and its solicitors reasonably require;
- (k) if the Borrower's interest in the Property is leasehold, a copy of the fully executed lease;
- (l) an appraisal (the “**Appraisal**”) prepared by an accredited appraiser in accordance with the Canadian Uniform Standards of Professional Appraisal Practice, and in the event that the Appraisal has not been prepared for BCHMC and CMHC and is not addressed to BCHMC and CMHC, a transmittal/reliance letter, in a form acceptable to BCHMC, from the appraiser, confirming that the Appraisal is valid and can be relied upon by BCHMC and CMHC for the purposes of the insured loan, and that the Appraisal is suitable for mortgaging purposes;
- (m) a geotechnical investigation and report (soil test) in respect of the Property;
- (n) copies of all final plans and specifications for the of the Project;
- (o) copies of all municipal building permits, development agreements and all other approvals by regulatory authorities required for the of the Project;
- (p) detailed cost and construction budget and timetable, which will, among other things, confirm the capital costs for the Project for the estimated «Construction_Period» («Construction_Period») month period is not greater than «Capital_Costs»;
- (q) waste management plan worksheet and waste diversion target;
- (r) written confirmation supported by such documentary evidence as required by BCHMC of cash equity having been or to be injected in the Project by the Borrower of a value equal to not less than «Society_Equity» (exclusive of the attributed value of the Property); **[INTD: remove if not applicable]**
- (s) save and except for cash equity reported pursuant to Section 11.1(r) and fee waivers and reimbursements, written confirmation, supported by such documentary evidence as required by BCHMC, including but not limited to, contribution agreements, loan agreements, and all registered and unregistered security, **[INTD: amend wording as appropriately. Highlight for DM to confirm if in doubt.]** of all equity funding in writing, including, but not limited to the following Project grants and contributions:
 - i) CMHC Affordable Housing Fund Grant of \$ _____.00;
 - ii) CMHC Seed Funding Grant of \$ _____.00;

DAS Forgivable Mortgage with construction «File»/«PR»/«BU»

[NTD: List grants and contributions and amend wording as appropriately. If only one grant or contribution, amend wording from plural to singular.]

- (t) evidence that all property taxes with respect to the Property have been paid in full;
- (u) copies of the filed *Empty Homes Tax* (vacancy tax) property status declarations for the last and current reporting periods with respect to the Property and evidence that any vacancy taxes have been paid in full; *[NTD: only applicable in the City of Vancouver.]*
- (v) copies of all of the Construction Contracts and a review of all of the Contractors to determine their level of experience, reputation, financial capacity and ability to complete their applicable Construction Contract;
- (w) an original copy, or a notarized copy, of a performance bond in the amount of 50% of the value of the improvements to be on the Property and in the form “CCDC Document 221 (2002) Performance Bond”, as the form may be amended or replaced from time to time;
- (x) an original copy, or a notarized copy, of a labour and material payment bond in the amount of 50% of the value of the improvements to be on the Property and in the form “CCDC Document 222 (2002) Labour and Material Payment Bond”, as the form may be amended or replaced from time to time;
- (y) confirmation that the general contractor or building envelope renovator for the Project is registered with the Licensing & Consumer Services Office as a licensed residential builder, such confirmation to include such contractor’s residential building license number and expiry date;
- (z) evidence of construction and building warranty for the Project pursuant to the New Home Warranty Program, or if the Project is exempt from the requirement to provide home warranty, proof of exemption;
- (aa) confirmation of satisfaction of and compliance with requirements of the *Homeowner Protection Act* (British Columbia) and any regulations thereto;
- (bb) confirmation from CRA if the Borrower is registered as a charitable organization for the purposes of tax and other rebates;
- (cc) unless otherwise agreed to by BCHMC, audited financial statements for the Borrower for the three (3) years preceding the date hereof, or for such other period as required by BCHMC; and
- (dd) a report from a BCHMC representative that a satisfactory visual site inspection of the Project and the Property has been completed;

- 11.2. It will be a further condition precedent to the availability of advances under the Loan (being the First Advance and all subsequent advances) that in addition to the satisfaction of the conditions precedent set forth in Section 11.1 above, BCHMC will have received at least five (5) business days prior to the date on which the Borrower wishes funds to be advanced, in form and substance satisfactory to BCHMC, its payment certifier, quantity surveyor or solicitors:
- (a) copies of invoices relating to each direct advance that is requested which correspond to the requested amount of the advance;
 - (b) evidence that work in place or costs have been expended upon or in respect of the Property equivalent in value to the advances requested;
 - (c) confirmation that the work to construct or repair, as applicable, the improvements comprising the Project is being done in a good and workmanlike manner and meets all acceptable standards and municipal requirements; and
 - (d) such other information, material and/or documents as BCHMC, its payment certifier or quantity surveyor may require.

12. Conditions of Loan

The Borrower agrees that so long as the Loan remains outstanding:

- 12.1. the Borrower will not without the prior written consent of BCHMC:

- (a) take or refrain from taking any action that would cause any of the representations and warranties of the Borrower under this Loan Commitment Letter to be incorrect, false or misleading;
- (b) permit any property or other taxes in respect of the Property to remain unpaid when due;
- (c) use, store or permit to exist on the Property any Hazardous Substance;
- (d) permit any changes to the Approved Budget or the Approved Plans;
- (e) permit any changes to the Construction Contracts or Contractors or any other subtrade and/or supplier contracts;
- (f) grant or allow any security interest, lien, charge or other encumbrance to be registered against or exist on any of the Borrower's assets, any part of the Property or the Project or any present or after-acquired personal property of the Borrower located on the Property or used for the Project;

- (g) sell, assign, transfer or otherwise dispose of its interest or any part thereof in the Property or the Project nor enter into any trust deed in respect of the Property or the Project; and
 - (h) if a corporation or partnership, amalgamate with or permit all or substantially all of its assets to be acquired by any other person, firm or corporation or permit any reorganization or change of control of the Borrower;
- 12.2. at milestones predetermined by BCHMC, the Borrower will provide BCHMC with a report confirming that a satisfactory visual site inspection of the Project has been completed and the current state of the of the Project;
- 12.3. the Borrower will perform and do all things necessary to ensure completion of the Project in its entirety in accordance with the Approved Budget and the Approved Plans;
- 12.4. the Borrower agrees and consents to any and all consultants retained by the Borrower fully disclosing all information and matters relating to the Property and the Project to BCHMC;
- 12.5. the Borrower will provide BCHMC, promptly upon receipt of the same, at pre-determined milestones, as required by BCHMC, copies of all plans, permits, design and working drawings, surveys, studies, specifications, budgets, reports, contracts, appraisals and other information and materials regarding the Project and the Property, including but not limited to:
- (a) development cash flow noting the projected timing of capital project costs;
 - (b) completed waste management tracking spreadsheets or monthly update tracking sheets totaling all waste for the Project;
 - (c) revised Approved Budget at milestones predetermined by BCHMC; and
 - (d) preliminary and, subject to the approval of BCHMC, in its sole discretion, revised and updated Project schedules, including a construction project management schedule on a monthly basis;
- 12.6. the Borrower acknowledges that all documents and deliverables pursuant to Section 12.5 must be satisfactory to BCHMC, in its sole discretion, and the Borrower agrees to make reasonable changes to any of the documents provided by the Borrower to BCHMC pursuant to Section 12.5 upon request by BCHMC;
- 12.7. the Loan is available exclusively to the Borrower for the development and construction of the Project at the Property;
- 12.8. the Borrower will comply with all applicable laws of local, provincial or federal authorities including all applicable WorkSafeBC provisions, and prior to

- commencement of work by any Contractor, the Borrower will obtain and provide BCHMC with WorkSafeBC clearance letters for such Contractor;
- 12.9. the Borrower will notify BCHMC immediately of any material delay or interruption in the of the Project or if any builders liens are filed or registered against any part of the Property;
 - 12.10. the Borrower will provide BCHMC with copies of the disclosure statement and all disclosure statement amendments for the Project, such documents to be in form and substance satisfactory to BCHMC and its solicitors;
 - 12.11. the Borrower will provide BCHMC monthly written progress reports, with such supporting documentary evidence and correspondence as required by BCHMC, concerning municipal approvals for the Project, including, but not limited to, the negotiation of documents required by the «Municipality» to be registered on title to the Property, and the approval of all subdivision, strata title, airspace parcel or other title creation plans;
 - 12.12. the Borrower will, prior to finalization and submission to the «Municipality», submit to BCHMC for approval any and all subdivision, strata title, airspace parcel or other title creation plans, which documents will be in form and substance satisfactory to BCHMC and its solicitors;
 - 12.13. the Borrower will comply with all zoning, development permit and building permit requirements, and will submit to the «Municipality» all subdivision, strata title, airspace parcel or other title creation plans within such times as are required to adhere to the Project schedule;
 - 12.14. the Borrower will provide to BCHMC, promptly upon receipt, copies of any and all documents that are proposed to be or are registered on title to the Property and any priority agreements proposed to be granted by BCHMC, which documents will be in form and substance satisfactory to BCHMC and its solicitors, and the Borrower will finalize the terms of such documents with the «Municipality» as required to adhere to the Project schedule;
 - 12.15. prior to the final advance under the Loan, the Borrower will provide BCHMC with a final claim form with the certificate of completion and deficiency list and the deficiency holdback amount to be retained;
 - 12.16. written confirmation from BCHMC that a satisfactory visual site inspection and walk through by BCHMC of the Project have been completed following Project Completion;
 - 12.17. the Borrower agrees to complete any and all deficiencies identified through the building inspection required pursuant to Section 12.16 within a reasonable amount of time after Project Completion to the satisfaction of BCHMC in its sole discretion;

12.18. upon Project Completion, the Borrower will provide BCHMC with an unconditional occupancy permit issued by the appropriate municipal authority and upon request by BCHMC, a letter from the appropriate municipal authority confirming that the Project complies with all zoning and other bylaws, including set-back requirements; and

12.19. the Borrower will make payment of the following to BCHMC:

- a) legal fees (on an indemnity basis); and
- b) all other expenses of BCHMC (at cost).

13. GST Rebates and Input Tax Credits

- 13.1. New construction or renovation of social housing is considered a taxable activity. The Borrower will be entitled to claim input tax credits for the GST paid on construction or substantial renovation, which generally refers to 90% of the interior of an existing residential building being renovated or altered, allowing the Borrower to claim 100% of the GST paid. While a Borrower may not claim input tax credits for minor renovation, the Borrower may still be eligible for rebates on GST paid during such minor renovation. Accordingly, the Borrower agrees to diligently pursue any GST input tax credits or rebates to which it is entitled with respect to expenditures from the Approved Budget. If BCHMC advances funds to the Borrower for the purposes of GST during construction or renovation of the Project (whether substantial or minor), as applicable, the Borrower will remit to BCHMC on demand the proceeds recovered from input tax credits and/or rebates from CRA on any portion of the Loan advanced for such GST purposes.
- 13.2. The Borrower will apply to CRA for designation as a municipality, if not already designated, for the purpose of claiming the GST rebate that may be available to organizations that provide subsidized housing on a rent-geared-to-income (RGI) basis, such GST rebate being equal to 100% on operating expenditures.
- 13.3. The Borrower will file quarterly GST returns with CRA during construction or renovation of the Project, and agrees to consider filing monthly GST returns to expedite the recovery of cash. Upon completion of the Project, the Borrower will self-assess under the “self-supply rules” and will remit any GST owing on the residential portion of the Project. A GST tax guide is available on BCHMC’s website.
- 13.4. In addition to the terms and conditions contained in this Section 13, the Borrower may elect one of the following three methods to finance and recover GST on the construction costs incurred during the renovation of the Project where the renovation is of a minor nature:
 - (a) BCHMC finances and advances the GST under a promissory note;

- (b) the Borrower pays the portion of GST that it is entitled to claim under an input tax credit or rebate, BCHMC finances and advances as part of the Approved Budget that portion of GST that the Borrower is not entitled to claim under the GST rebate and the Borrower will not be required to pay BCHMC any proceeds recovered from GST input tax credits or rebates recovered from CRA; or
- (c) the Borrower pays the GST applicable to the Project and the Borrower will not be required to pay to BCHMC any proceeds from GST input tax credits or rebates recovered from CRA.

[NTD: remove section 13.4 in its entirety if the project is not a renovation.]

14. Representations and Warranties

The Borrower represents and warrants to and will be deemed to continuously represent and warrant to BCHMC, that:

- 14.1. if a , it has been duly incorporated and organized and/or formed as the case may be, validly exists, is in good standing, is authorized to conduct its business in all jurisdictions in which it carries on business or has assets and has all requisite power and capacity to own its assets, carry on the business presently carried on by it, to execute and deliver this Loan Commitment Letter and the Security Documents, as may be applicable, and to observe and perform the provisions thereof;
- 14.2. if a , this Loan Commitment Letter and the Security Documents, as may be applicable, have been or will be duly authorized, executed and delivered by it;
- 14.3. this Loan Commitment Letter and the Security Documents, as may be applicable, constitute or will constitute, upon execution and delivery by the Borrower, valid and binding obligations and are or will be enforceable against the Borrower in accordance with their respective terms;
- 14.4. the execution of this Loan Commitment Letter and the Security Documents, as may be applicable, and the incurring of liability and indebtedness to BCHMC in accordance with this Loan Commitment Letter does not and will not contravene:
 - (a) any Legal Requirements of a government authority;
 - (b) any provision contained in any other loan or credit agreement or borrowing instrument or contract to which it is a party; or
 - (c) the constating documents or bylaw documents, as applicable, of the Borrower;
- 14.5. all necessary Legal Requirements have been met and all other authorizations, approvals, consents and orders have been obtained with respect to the Loan and the execution and delivery of the Security Documents;

- 14.6. all financial and other information, budgets, timetables, certificates, plans, specifications and other material provided to BCHMC in connection with the Loan are true and accurate, and the Borrower acknowledges that the Loan is made by BCHMC in reliance on the truth and accuracy of such information and the representations and warranties contained therein;
- 14.7. at Project Completion, all utilities and services necessary for the development and construction of the Project and the operation and use thereof for its intended purpose (including, without limitation, water supply, storm and sanitary sewer, gas, electricity, and telephone facilities) will be installed, connected and available to the Property, and there will be no legal or physical impediments to pedestrian and vehicular access and egress to the Property; and
- 14.8. no Event of Default has occurred and is continuing.

15. Hazardous Substances

- 15.1. To the best of the knowledge of the Borrower, having made due and diligent inquiry, no Hazardous Substance is located on any part of the Property, nor, so far as any of them is aware, due and diligent inquiry having been made, have any such substances been stored or used on the Property prior to the Borrower's ownership, possession or control of the Property. The Borrower agrees to provide written notice to BCHMC immediately upon the Borrower becoming aware that the Property is being or has been contaminated with any Hazardous Substance. The Borrower will not permit any activities on the Property which directly or indirectly could result in the Property or any other property being contaminated with any Hazardous Substance.
- 15.2. The Borrower will promptly comply with all Legal Requirements relating to the use, collection, storage, treatment, control, removal or cleanup of any Hazardous Substance in, on, or under the Property as a result of the construction, operations or other activities on the Property, or incorporated in any improvements thereon. BCHMC may, but will not be obligated to, enter upon the Property and take such actions and incur such costs and expenses to effect such compliance as it deems advisable and the Borrower will reimburse BCHMC on demand for the full amount of all costs and expenses incurred by BCHMC in connection with such compliance activities. The assets of the Borrower which are now or in the future encumbered by the Security Documents are hereby further mortgaged and charged to BCHMC, and BCHMC will have a security interest in such assets, as security for the repayment of such costs and expenses and interest thereon, as if such costs and expenses had originally formed part of the Loan.

16. Events of Default

Without in any way limiting the right of BCHMC to demand payment in full of the Loan, the Loan shall, at the option of BCHMC, immediately become due and payable upon the

occurrence and during the continuance of any one or more of the following events (collectively, “**Events of Default**”):

- 16.1. the Borrower is in breach of any of the provisions of this Loan Commitment Letter and has not cured such breach within fourteen (14) days from the date the Borrower obtains actual knowledge of the breach or is provided with notice of the breach from BCHMC, whichever is earlier, except that if the breach, by its nature, requires more than fourteen (14) days to cure, the Borrower may have such further time to rectify the default as BCHMC considers reasonable so long as the Borrower begins to rectify promptly and thereafter proceeds with all due diligence to cure the default;
- 16.2. the Borrower, any one of its subsidiaries, makes a general assignment for the benefit of creditors, files or presents a petition, makes a proposal or commits any act of bankruptcy, or if any action is taken for the winding up, liquidation, or appointment of a liquidator, trustee in bankruptcy, custodian, curator, sequestrator, administrator or a receiver (or the equivalent in any jurisdiction) or any other officer or party with similar powers or if a judgement or order shall be entered by any court approving a petition for reorganization, arrangement or composition of the Borrower, any of its subsidiaries, or any of its assets, or it enters into a liquidation of its assets;
- 16.3. the Borrower is deemed to be insolvent or ceases to exist or is declared bankrupt;
- 16.4. without the prior written consent of BCHMC:
 - (a) there occurs a change of ownership (beneficial or otherwise) or control of the Borrower;
 - (b) the Borrower sells, conveys, transfers or enters into an arrangement for sale or transfer of title of the Property or any part thereof; or
- 16.5. there is a breach or non-performance or non-observance of any term or condition of this Loan Commitment Letter, the Operating Agreement, or the Security Documents.

17. Taxes

Unless the Borrower is advised otherwise by BCHMC, the Borrower will make payments directly to the local government of all taxes and rates when due and provide proof of payment to BCHMC within thirty days of the due date.

18. Insurance

The Borrower will maintain insurance in the form and content acceptable to BCHMC. Without limiting the generality of the foregoing the insurance must include the minimum requirements set out in the Insurance Memo attached as Schedule “A” where applicable - please ensure that your insurance agent receives a copy of Schedule “A”. The policy of

insurance is to be forwarded to BCHMC and will be reviewed by BCHMC's insurance advisor. The cost of the review will be borne by the Borrower.

19. Builders Liens

- 19.1. The Borrower will comply with all the provisions of the *Builders Lien Act* (including any provision requiring or enabling the retention of portions of any sums payable by way of holdbacks).
- 19.2. If any builders lien or other lien for work, labour, services, or materials supplied to the Project or for the cost of which the Borrower may be in any way liable are filed, the Borrower will within 15 days after receipt of notice thereof procure the discharge thereof, including any certificate of pending litigation registered in respect of any lien, by payment or giving security into court or otherwise or in such other manner as may be required or permitted by law.

20. Assignment

- 20.1. The Borrower will not be entitled to assign any of the rights and benefits conferred by this Loan Commitment Letter.
- 20.2. This Loan Commitment Letter and the Security Documents may be freely assigned by BCHMC, in whole or in part, without the consent of the Borrower.

21. Authorization to Invest

The Borrower hereby irrevocably directs and authorizes BCHMC to invest (in accordance with BCHMC's investment policy) on behalf of the Borrower excess funds, if any, borrowed under the Loan which were not utilized for the purposes approved by BCHMC and to use the principal and interest earned from such investment to reduce the outstanding balance of the Loan on maturity.

22. Equity Contribution by BCHMC

Any equity contribution made by BCHMC toward the Project, whether in the form of units purchased or a cash contribution, may be re-evaluated. Any re-evaluation of equity contribution by BCHMC will be undertaken in consultation with the Borrower.

23. Communications and Event Protocols

BCHMC and the Borrower will work together on a number of communication activities that may take place over the course of the Project. The Borrower should contact Corporate Communications at BCHMC with questions regarding such communication activities. The Borrower agrees that the communication activities will be governed by the following terms:

- 23.1. **Coordination** – BCHMC will lead the coordination of official announcements, groundbreaking and opening events unless otherwise agreed upon by BCHMC

corporate communications, and will ensure the Borrower is involved in the planning process and acknowledged in all materials and at all events. All public-facing materials (including, but not limited to, press releases, media pitches, media responses, interviews, social media posts, and social media campaign materials) must be approved by BCHMC.

- 23.2. **Media Inquiries & Confidentiality** – As information regarding government-funded developments is generally only shared with the media during official announcements or events, BCHMC and the Borrower will work together to develop standard key messages that will be used to respond to media inquiries with respect to the Project.
- 23.3. **Event Date Selection** – BCHMC will work with government partners and the Borrower to schedule official event dates to coincide with the timeline of and/or completion of the Project. Event dates are impacted by the availability of provincial and/or federal and municipal representatives. The Borrower acknowledges that, where appropriate due to funding, BCHMC has a commitment to include and acknowledge the Government of Canada for its contribution to projects. BCHMC must follow Canada-British Columbia event protocols when scheduling events under this initiative. The Canada-British Columbia event protocols include proposing event dates twenty (20) business days in advance in order to confirm a government representative for the proposed announcement or event. In addition, federal quotes, logos, and boilerplates will be included in the news release. The Borrower agrees that it will not inform its staff or stakeholders regarding announcements or events without confirming the dates for such announcements or events with BCHMC, as dates may shift during the scheduling phase.
- 23.4. **Event Location** – The location of the event is negotiable; however, it is ideal to hold the event on the Property in order for attendees, including the media, to see the Project site firsthand.
- 23.5. **News Release/Backgrounder** – BCHMC will prepare and distribute media materials, including news releases/backgrounders and media advisories, for official announcements. The Borrower will be offered a quote in the news release, as well as an opportunity to include a brief background or boilerplate. BCHMC will work with the Borrower to invite media to official events and will provide copies of final media materials on the day of the announcement.
- 23.6. **Representation and Agenda** - BCHMC will prepare and confirm the final agenda for official events following government protocols. A representative of the Borrower will be offered a speaking role on the agenda.
- 23.7. **Invitations** – BCHMC will draft an electronic invitation to official events and will include the Borrower's logo on the invitation. The Borrower will be responsible for the email distribution of the invitation. The Borrower may provide the names, titles, organizations and email addresses of additional invitees.

- 23.8. **Logistics/Staging** – BCHMC works with outside agencies to provide event logistics (tents, audio-visual, and staging) and a photographer to document the event. The Borrower may suggest local vendors to use for regional events. BCHMC staff will attend the event and provide events-related support. BCHMC will share event photographs with the Borrower following the event.
- 23.9. **Project Signs** – During the of the Project, the Borrower will permit BCHMC to display on the Property one or more signs of a size and content selected by BCHMC. BCHMC will provide the Borrower with such Project signs, to be installed in a prominent location on the Property, at the beginning of the . These signs may be removed at the time of landscaping.
- 23.10. **Opening Ceremony** – The Borrower and BCHMC will work together to coordinate an official opening ceremony for the Project which should take place within a few months of the occupancy date. Event dates are impacted by the availability of provincial and/or federal and municipal representatives. The final approval of event dates is at the discretion of BCHMC. In order to allow enough time to confirm the attendance of provincial representatives, please contact BCHMC Corporate Communications regarding the proposed ceremony date at least eight weeks in advance.

24. General Provisions

The following terms and conditions apply to this Loan Commitment Letter:

- 24.1. **Site Visits** – Representatives of BCHMC and its payment certifier or quantity surveyor will be entitled to attend at and view the Project and all personal property thereon and all financial records of the Borrower at any time, on reasonable notice.
- 24.2. **Confidentiality** – This Loan Commitment Letter is delivered to the Borrower on the understanding that neither this Loan Commitment Letter nor its substance is to be disclosed without BCHMC's prior written consent except to counsel, accountants, employees and agents of the Borrower who are specifically involved in the transaction contemplated in this Loan Commitment Letter.
- 24.3. **Time of Essence** – Time will be of the essence of this Loan Commitment Letter.
- 24.4. **Notice** – Any notice required to be given under this Loan Commitment Letter is to be provided in writing and may effectively be given by a party by delivery of such notice to the other party at the address set out on the first page of this Loan Commitment Letter or at such other address as either party may in writing notify the other party, or by electronic or facsimile transmission to the fax number or email address as either party may in writing provide to the other party. Any notice so mailed will be deemed to have been delivered on the fifth (5th) day after the date of mailing. Any notice sent by facsimile or electronic transmission will be deemed to have been delivered upon receipt by the receiving party.

- 24.5. **Credit Investigations** – The Borrower hereby authorizes and consents to such credit investigations as BCHMC may deem necessary from time to time throughout the time the Loan is outstanding.
- 24.6. **BCHMC Records** – The Borrower acknowledges that the recording of the amount of any advance or repayment under the Loan, and interest, fees and other amounts due in connection with the Loan, made by BCHMC in its records will constitute *prima facie* evidence of the Borrower's indebtedness and liability from time to time under the Loan, and the obligation of the Borrower to repay any indebtedness and liability in accordance with the terms and conditions of the Loan will not be affected by the failure of BCHMC to make such recording. The Borrower also acknowledges being indebted to BCHMC for principal amounts shown as outstanding from time to time in BCHMC's records, and all accrued and unpaid interest in respect of such amounts, in accordance with the terms and conditions of this Loan Commitment Letter.
- 24.7. **Legal and Other Expenses** – The Borrower will pay all legal fees and disbursements in respect of the Loan, the preparation and issuance of this Loan Commitment Letter and the Security Documents, the enforcement and preservation of BCHMC's rights and remedies, all appraisals, insurance consultation, and similar fees and all other fees and disbursements of BCHMC, whether or not the documentation is completed or any funds are advanced under the Loan.
- 24.8. **Waiver** – Failure by BCHMC to insist upon strict performance by the Borrower of any obligation or covenant, option or right under this Loan Commitment Letter or any of the Security Documents will not be a waiver or relinquishment in the future of such obligation or covenant, option or right, but the same will remain in full force and effect and BCHMC will have the right to insist upon the strict performance by the Borrower of any and all of the terms and provisions of this Loan Commitment Letter and the Security Documents.
- 24.9. **Variation** – No term or requirement of this Loan Commitment Letter or any of the Security Documents may be waived or varied orally or by any course of conduct, of any officer, employee, or agent of BCHMC. Any amendment to this Loan Commitment Letter or any of the Security Documents must be in writing and signed by an authorized officer of BCHMC.
- 24.10. **Right and Remedies Cumulative** – The remedies, rights and powers of BCHMC under this Loan Commitment Letter, the Security Documents and at law and in equity are cumulative and not alternative and are not in substitution for any other remedies, rights or powers of BCHMC and no delay or omission in the exercise of any such remedy, right, or power will exhaust such remedy, right, or power or be construed as a waiver of any of them.
- 24.11. **Governing Law** – This Loan Commitment Letter will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

24.12. **BCHMC's Solicitor** – BCHMC's legal work and documentation is to be performed at the Borrower's expense by a solicitor of BCHMC's choice. All legal costs (including those of BCHMC's solicitor) and other reasonable costs and expenses incurred by BCHMC in establishing or operating the Loan are for the account of the Borrower whether or not funds are advanced.

BCHMC has appointed the following law firm to act on its behalf on this transaction:

«BCH_Solicitor_Firm»
Attention: «BCH Solicitor»

25. Lapse and Cancellation

This Loan Commitment Letter will lapse and all obligations of BCHMC set forth in this Loan Commitment Letter and in respect of the Loan will cease, all at the option of BCHMC, if there has been, in the opinion of BCHMC, a material adverse change in the financial condition of the Borrower. The availability of the Loan and the terms and conditions of the offer of credit contained in this Loan Commitment Letter will be subject to periodic review by BCHMC in BCHMC's sole discretion, however BCHMC will be under no obligation to conduct any such review or to provide a renewal letter or extension letter or other notification of such review if such review is conducted. BCHMC will have the option to conduct corporate, personal property registry and land registry searches in respect of the Borrower at the Borrower's sole cost. Upon demand being made by BCHMC for repayment of the amount outstanding under the Loan, any unadvanced portion of the Loan will be immediately cancelled.

[Remainder of this page has been intentionally left blank]

This offer of credit may be accepted by the Borrower by dating and returning to BCHMC two copies of this Loan Commitment Letter duly executed by the Borrower. The Borrower acknowledges and agrees that execution and delivery of this Loan Commitment Letter does not impose an obligation on BCHMC to advance any portion of the Loan.

Yours very truly,

British Columbia Housing Management Commission

Pooi Ching Siew
Director, Lending Services

THESE TERMS AND CONDITIONS ARE HEREBY ACCEPTED THIS ____ DAY
OF _____, 20____.

THE BORROWER:

«**BORROWER_NAME**», by its authorized
signatory(ies):

Name:
Title:

Name:
Title:

\«initial»

c «Development_Manager», «Dept», BCHMC

Schedule "A"

A. Construction Insurance Requirements (please carefully read the notes at the bottom of the page):

Whilst British Columbia Housing Management Commission ("BCHMC") is providing interim financing to the Borrower of the housing project (the "Project"), BCHMC requires the Borrower/Owner of the Project to obtain and maintain through the BCHMC Owner-Controlled Insurance Program insurance of the property to be insured (the "Property"). Without limiting the generality of the foregoing, the insurance must cover the following:

1. "All Risks" Builders' Risk Policy:

This policy shall cover "all risks" of direct physical loss or damage to the Project, including the perils of earthquake, flood, sewer back-up and subject to the terms, conditions, limitations and exclusions, and further, the policy shall:

- a. be written in the joint names of BCHMC, the Borrower/Owner, the Project Manager, the Construction Manager, the Contractor, the Subcontractors, the Consultant(s), architects, engineers, other consultants and sub-consultants engaged on the Project;
- b. provide for a limit of coverage not less than the estimated final completed value of the Project, with a sublimit on transit of \$1,000,000.00, off-site storage of \$1,000,000.00, extend to include soft costs, by-Laws (not sublimit), landscaping (no sublimit), no requirement to replace or repair on same or adjacent site, \$1,000,000.00 Extra Expense, Off-site Services, testing and commissioning cover with no exclusion for equipment breakdown, pollution and contamination clean-up of \$250,000.00, debris removal 10% (minimum \$250,000), watchman/video surveillance for any projects \$10,000,000.00 with wording and security/video surveillance companies acceptable to BCHMC ;
- c. contain a waiver of the insurer's subrogation rights against all insureds and their officers, employees and servants, and provide that, in the event of loss or damage, payment shall be made to BCHMC and the Borrower/Owner on their own behalf and as trustees for the benefit of any and all Insureds.

2. Loss payable is to be in favour of BCHMC as mortgagee. A standard mortgage endorsement clause (IBC 3000) is to form part of the policy.

3. "Wrap-Up" Commercial General Liability Insurance:

This policy shall cover the risks of liability for bodily injury and property damage arising from the activities at the Place of the Work, and further the policy shall:

- a. be written in the joint names of BCHMC, the Borrower/Owner, the fee simple owner of the Place of the Work, the Project Manager, the Construction Manager, the Contractor, the Subcontractors, the Consultant(s), architects, engineers, other consultants and sub-consultants engaged on the Property;
- b. provide for a limit of liability not less than \$10,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof;
- c. include Sudden & Accidental Pollution for \$10,000,000.00 and Non-Owned Auto and include 24 months completed operations once project completed, off-site services.

(See GC11.1 Insurance Clause of the Supplementary General Conditions of the Stipulated Price Contract for additional details and requirements.)

B. Operating Insurance Requirements (please carefully read the notes at the bottom of the page):

British Columbia Housing Management Commission ("BCHMC") requires that the Borrower/Owner of the Project obtain a quote from Marsh Canada ("Marsh"), who have set up a Group Insurance Program for non-profit housing societies.

1. Insurance must be carried for the full 100% replacement cost of the building. Co-insurance is not acceptable. Coverage shall be written on an "all risks" form, including flood and earthquake.
2. Loss payable is to be in favour of BCHMC, or the lender of monies, as mortgagee. A standard mortgage endorsement clause (IBC 3000) is to form part of the policy.
3. BCHMC must continue to be named as an additional insured even when BCHMC is not the lender of the funds for the Project.
4. Rental Income Insurance for a full 100% of rentals lost during a minimum term of 6 months is required, or for an indemnity period equal to the estimated full reconstruction period.
5. The correct civic description of the Property must be specified.
6. Commercial General Liability Insurance including personal injury and non-owned auto insurance coverage (for a minimum of \$10,000,000 for each occurrence). This policy must include a cross liability clause.
7. Where applicable, boiler, vessel, and air-conditioning insurance in comprehensive form, against breakdown of boilers, engines, machinery and electrical apparatus for a minimum of the loan amount. Insurance is to be written on a Replacement Cost wording with a waiver of co-insurance requirement. Rental Income Insurance is required as stipulated under Clause B.4.
8. All fixtures, furnishings and equipment must be insured for the full replacement value and must cover all risks.
9. By-law coverage clause for both the building and tenant improvements including:
 - a. loss occasioned by enforcement of any laws or ordinances regulating the construction or repair of the buildings or structures enforced at the time that a loss occurs, which requires the demolition of any portion of the insured buildings or structures which have not suffered damages; and
 - b. the cost incurred in actually rebuilding both the damaged and demolished portions of the insured buildings or structures with materials and in a manner to fully satisfy such ordinances or laws.

A BCHMC signed government Certificate of Insurance (form as enclosed) is required if Operating Insurance is not purchased through the Group Insurance Program with Marsh. Please ensure that all the requirements as specified in the above **"Section B – Operating Insurance Requirements – items 1-9(b)"** are in compliance and detailed in the attached Certificate of Insurance form. Please provide completed Certificate of Insurance to BCHMC at #1701 - 4555 Kingsway, Burnaby, B.C. V5H 4V8 (Attention: «Development_Manager», «Dept»), within 30 days of the date of the issuance of the insurance binders. **60 days notice of cancellation or material change in the policy must be given to BCHMC.**

NOTE:

***Where the borrower has entered into a ground lease (for example, if the owner of the land is Provincial Rental Housing Corporation or any municipal government), then all insurance referred to in A and B shall include the owner as a named insured and, with respect to property insurance, as a loss payee, as its interests may appear. Proof of insurance should be forwarded to the owner.**

****Without limiting the generality of the foregoing, BCHMC must continue to be named as an additional insured even when BCHMC is not the lender of the funds for the Project. In addition, where the City of Vancouver is the landlord, the relevant notices and proof of insurance must be forwarded to: Director of Risk Management, City of Vancouver, 453 West 12th Avenue Vancouver, B.C. V5Y 1V4, and the rental income insurance in B.4. must be for 12 months minimum.**



CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act
BC Housing adheres to the Freedom of Information and Protection of Privacy Act when collecting and using personal information. Direct any questions to the Manager, Records and Information Privacy at #1701 – 4555 Kingsway, Burnaby, BC V5H 4V8. Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by BC Housing

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (BC Housing)	CONTRACT/PERMIT/LICENCE/IDENTIFICATION NO.
BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION	
BC HOUSING CONTRACT ADMINISTRATOR NAME & TITLE «Development_Manager», «Dept»	PHONE NO:
ADDRESS 1701 - 4555 Kingsway Avenue, Burnaby, BC	POSTAL CODE V5H 4V8
CONTRACTOR/SOCIETY NAME	
CONTRACTOR/SOCIETY ADDRESS	POSTAL CODE

Contractor/Society Information

Please provide this form and a copy of the Contract Terms and Conditions to your Insurance Broker for completion and then return the completed form to BC Housing. **No substitutions of this form will be accepted. Commencement of any work cannot begin until BC Housing has the Certificate of Insurance in hand.**

Part 2 To be completed by the Society/Contractor/Consultant's Agent or Broker (please provide all details as specified under "Operating Insurance Requirements item 1-9 (b)" in the above attached Schedule "A")

INSURED	NAME		
	ADDRESS	POSTAL CODE	
OPERATIONS INSURED	PROVIDE DETAILS		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT
LOSS PAYABLE:	BCHMC, 1701 -4555 Kingsway, Burnaby, BC V5H 4V8		

This certificate certifies that policies of insurance as herein described have been issued to the insured(s) named above, are in full force and effective as of the effective date of the contract/permit/licence, and comply with the insurance requirements of the contract/permit/licence except as follows:

AGENT OR BROKER COMMENTS:		
SIGNED BY THE AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S)	AGENT or BROKER NAME	DATE SIGNED
AGENT or BROKER's Phone Number: _____	AGENT or BROKER's Email Address: _____	



CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act
BC Housing adheres to the Freedom of Information and Protection of Privacy Act when collecting and using personal information. Direct any questions to the Manager, Records and Information Privacy at #1701 – 4555 Kingsway, Burnaby, BC V5H 4V8. Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by BC Housing

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO <i>(BC Housing)</i>	CONTRACT/PERMIT/LICENCE/IDENTIFICATION NO.
BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION	
BC HOUSING CONTRACT ADMINISTRATOR	
NAME & TITLE «Development_Manager», «Dept»	
ADDRESS 1701 - 4555 Kingsway Avenue, Burnaby, BC	PHONE NO: FAX NO:
POSTAL CODE V5H 4V8	
CONTRACTOR/SOCIETY NAME	
CONTRACTOR/SOCIETY ADDRESS	
POSTAL CODE	

Contractor/Society Information

Please provide this form and a copy of the Contract Terms and Conditions to your Insurance Broker for completion and then return the completed form to BC Housing. No substitutions of this form will be accepted. Commencement of any work cannot begin until BC Housing has the Certificate of Insurance in hand.

Part 2 To be completed by the Contractor/Society/Consultant's Agent or Broker (please provide all details as specified under "Operating Insurance Requirements item 1-9 (b)" in the above attached Schedule "A")

INSURED	NAME <i>ABC Housing Society</i>		
	ADDRESS <i>123 Broadway Street, Vancouver, BC</i>	POSTAL CODE <i>V1V 2B2</i>	
OPERATIONS INSURED	PROVIDE DETAILS <i>ABC Court – 123 Broadway Street, Vancouver BC V1V 2B2</i>		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT
BLANKET ALL PROPERTY – As per Locations Declared ALL RISKS • Replacement Cost Basis • Flood • Earthquake • By-Laws Included BOILER AND MACHINERY INSURANCE - COMPREHENSIVE FORM • Repair or Replacement Cost • By-Laws Included GENERAL LIABILITY INSURANCE • Occurrence Form • Bodily Injury and Property Damage • Personal Injury • Tenants' Legal Liability • Cross Liability Clause • Non-Owned Automobile	<i>ABC Insurance Company Master Policy No. 1234567</i> <i>ABC Insurance Company Master Policy No. 1234567</i> <i>ABC Insurance Company Master Policy No. 1234567</i>	2015/12/31 2015/12/31 2015/12/31	<i>Property of Every Description \$15,000,000 Rental Income \$1,000,000 Indemnity Period 24 months</i> <i>\$15,000,000</i> <i>Per Occurrence \$10,000,000</i>
LOSS PAYABLE:	<i>1st Loss Payee – BCHMC, 1701 -4555 Kingsway, Burnaby, BC V5H 4V8</i>		

This certificate certifies that policies of insurance as herein described have been issued to the insured(s) named above, are in full force and effective as of the effective date of the contract/permit/licence, and comply with the insurance requirements of the contract/permit/licence except as follows:

AGENT OR BROKER COMMENTS:
British Columbia Housing Management Commission and Provincial Rental Housing Corporation are added as Additional Insureds but only with respect to liability arising out of the operations of the Named Insured as noted above.

SIGNED BY THE AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S)	AGENT or BROKER NAME	DATE SIGNED
<i>John Smith, XYZ Insurance Co.</i>		
AGENT or BROKER's Phone Number: <u>(604) 777-7777</u>	AGENT or BROKER's Email Address: <u>JSmith@xyzInsurance.com</u>	

Schedule “B”
Order To Pay

TO: **British Columbia Housing Management Commission (“BCHMC”)**

FROM: **«Borrower_Name» (the “Borrower”)**

RE: Mortgage (the “Mortgage”) in favour of BCHMC which charges the «tenure» interest of the Borrower in the following lands and premises: **«Property_Address»**, **«Property_City»**, BC, legally described as: **«PID_Legal_Description»** (the “Property”).

We hereby irrevocably authorize and direct you or your solicitors, to make advances secured by the Mortgage in the following manner:

1. To deduct any accrued interest (if applicable);
2. To pay to BCHMC any money owing under any proposal development funding loan, administration, legal, inspection and other fees or amounts payable to it;
3. To holdback or pay amounts required to satisfy statutory or contractual holdbacks directly to BCHMC’s solicitors to be used to satisfy lien claims and otherwise to be paid out at BCHMC’s direction;
4. To holdback or pay to BCHMC’s solicitors, on or before the final advance, an amount estimated to be required to fund remaining project costs, such funds to be paid out at BCHMC’s direction in respect of such costs as they are incurred;
5. To pay to the landlord of the Property rent required to be paid under a lease, if any;
6. To pay brokerage fees (if applicable);
7. At BCHMC’s discretion:
 - a) to pay any taxing authority, any taxes, levies, or rates due and accruing due;
 - b) to pay to the holder of any prior encumbrance the amount required to pay out and discharge the prior encumbrance;
 - c) to pay to any appraiser, contractor, engineer, subcontractor, surveyor, or supplier of material in respect of the Property;
 - d) if any advance or draw is to be made subject to a BCHMC condition, to pay to our solicitors, _____, in trust, any such advance; and
 - e) deposit the advances or any of them into the following bank account (**Voided blank cheque attached**):

Bank Account in the name of: _____

Name of banking Institution: _____

Address (include postal code) of banking Institution: _____

Account Number: _____

Dated at _____, the ____ day of _____, 20 ____.

«BORROWER_NAME»,
by its authorized signatory(ies):

Name:
Title:

Name:
Title:

SAMPLE

Schedule “C”

Definitions

The following terms used in the Loan Commitment Letter shall have the following meanings:

“Approved Budget” means the finalized cost and construction and operating budgets and timetable detailing all hard and soft costs associated with the development and of the Project in accordance with the Approved Plans, as approved by BCHMC and its payment certifier or quantity surveyor, as applicable;

“Approved Plans” means the finalized plans, specifications, drawings, timetables, reports, and recommendations for the Project which have been approved by BCHMC and its payment certifier or quantity surveyor, as applicable;

“CMHC” means Canada Mortgage and Housing Corporation;

“Commencement Date” means the first day of the calendar month next following the registration date of the Forgivable Mortgage;

“Contractors” means all contractors engaged for the Project pursuant to the Construction Contracts; **“Construction Contracts”** means the construction contracts in respect of the Project entered into between the Borrower and the Contractors, which construction contracts will be in the form of standard contracts, as amended from time to time, with BCHMC’s Supplementary General Conditions;

“CRA” means Canada Revenue Agency;

“First Advance” means the first advance of the principal amount under the Loan made by BCHMC;

“Forgivable Mortgage” means the mortgage set forth in Section 10.9 to be granted by the Borrower in favour of BCHMC;

“GST” means goods and services tax;

“Hazardous Substance” means any substance defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term, by any applicable federal, provincial or local statute, regulation or ordinance now or in the future in effect, or any substance or materials, the use or disposition of which is regulated by any such statute, regulation or ordinance;

“Legal Requirements” means any law, statute, code, ordinance, order, award, judgment, decree, injunction, rule, regulation, authorization, consent, approval, order, permit, licence, direction or requirement of any government authority;

“Loan” means the authorized amount set forth in Section 3.1;

“Loan Commitment Letter” means the Loan Commitment Letter to which this Schedule “C” is attached and all other schedules attached thereto, as they may be amended, supplemented or replaced from time to time;

“PDF Loan” means a predevelopment funding loan;

“Project Completion” means the issuance of a full, final and unconditional occupancy permit;

“RBC Prime Rate” means the floating annual rate of interest established and recorded by Royal Bank of Canada from time to time as a reference rate for purposes of determining rates of interest it shall charge on loans denominated in Canadian dollars made in Canada; and

“Specific Purpose” means the intended use of the Property as described in Appendix “A” which is attached to the Forgivable Mortgage.



Making a difference...together

REPORT TO HOSPITALS AND HOUSING COMMITTEE MEETING OF WEDNESDAY, DECEMBER 3, 2025

SUBJECT **1800 McKenzie Redevelopment – Tri-Partite Agreement and Landlord
Estoppel Certificate**

ISSUE SUMMARY

BC Housing Management Commission (BCHMC) requires the Capital Regional District (CRD) Board to authorize the execution of the Tri-Partite Agreement and Landlord Estoppel Certificate in order for the Capital Region Housing Corporation (CRHC) to execute the preliminary development funding (PDF) loan for the 1800 McKenzie redevelopment project, located at 1821 and 1827 McKenzie Avenue in the District of Saanich (Saanich).

The CRD Bylaw to Delegate Powers, Duties and Functions of the CRD Board (Bylaw No. 4186) requires that any acquisition, retention, management or divestment of lands or improvements or any interest or right in or with respect to property of the CRD that exceeds \$500 thousand (K) be considered by the Board.

BACKGROUND

The CRHC Major Capital Plan (2026-2030) includes a 2026 budget allocation of \$5.4 million (M) to advance the 1800 McKenzie Redevelopment project. The project received a provisional funding award through the Community Housing Fund (CHF) in April 2024.

As part of the CHF process, BCHMC provided an initial unsecured PDF loan of \$499K in June 2024, and is the typical maximum value of unsecured PDF. BCHMC requires that any PDF loan exceeding \$500K be secured on title. The total cost to advance the project through development and pre-construction is approximately \$2.4M, which can be financed through a secured BCHMC PDF loan.

The CRHC has operated both properties under 60-year lease agreements with the Province of British Columbia since 1987. In 2015, ownership was assigned to the CRD and the CRHC leases remain in effect.

ALTERNATIVES

Alternative 1

The Hospitals and Housing Committee recommends to the Capital Regional District Board:

1. That the Tri-Partite Agreement and Landlord Estoppel Certificate in the form required by BC Housing Management Commission for the purposes of authorizing the execution of the Loan and Mortgage documents for the 1800 McKenzie Redevelopment project (1821 McKenzie Avenue PID 006-415-369), be approved; and
2. That Edward Robbins, Chief Administrative Office, and Nelson Chan, Chief Financial Officer, or their duly authorized delegates, or any two directors or officers of the Corporation be authorized to do all things necessary to affect the project and take such steps as are required to conclude the financing, construction, and operation of the 1800 McKenzie Redevelopment project, conditional on Final Project Approval.

Alternative 2

That this report be referred to staff for additional information based on Hospitals and Housing Committee direction.

IMPLICATIONS

Financial Implications

The CRD will retain ownership of the property and the existing lease with the CRHC will remain in place for the duration of the PDF loan. Prior to the start of construction, a new lease or lease amendment will be prepared for execution by the CRD and CRHC. Under this arrangement, the CRHC will assume responsibility for all costs relating to redeveloping and operating the property.

The PDF loan is for up to \$2.4M to fund development and pre-construction activities such as design, due diligence, consultant fees, municipal approvals, and legal costs. The loan will be secured by a first-priority mortgage and related security in favour of BCHMC, consistent with standard financing requirements as outlined in the draft Loan Commitment Letter.

As part of CRHC's PDF loan registration, the CRD will be required to enter a Tri-Partite Agreement between the CRD, CRHC and BCHMC. This agreement overlaps with the Landlord Estoppel Certificate (sample attached as Appendix A) and is in place because the land and improvements are leased to the CRHC by the CRD. The lender wishes to use this Tri-Partite Agreement as a condition of receiving the loan, and to outline the rights and obligations relating to both the lease and loan. The agreement will ensure that the lease remains in force and in effect, and that all parties agree to keep the lease in good standing. It also prevents the CRHC and the CRD from terminating their lease agreement without written consent of BCHMC.

With the provisional CHF award, it is anticipated that BCHMC will provide an interim construction loan through the Final Project Approval (FPA) process in Q3 2026. The PDF loan is repayable on demand and will be fully discharged upon the registration of the interim construction mortgage and repayable from the first construction draw. The secured PDF loan will be charged against the Willowdene property, located at 1821 McKenzie Avenue. Rosewood, located at 1827 McKenzie Avenue will not be encumbered by the PDF loan.

As with all BCHMC secured PDF loans, repayment can be demanded at any time. A default could occur if CRHC fails to follow the loan terms, such as missing a repayment when demanded, abandoning the project, or failing to meet other key obligations. If a default occurs and CRHC cannot repay the loan, BCHMC may enforce its security, including taking rents, or, as a last resort, selling the property, although such action is considered unlikely and typically preceded by efforts to refinance or restructure.

CONCLUSION

Approval of the Tri-Partite Agreement and Landlord Estoppel Certificate will allow the CRD, as the property owner and lessor, to meet BCHMC's requirements for securing PDF on the 1800 McKenzie Redevelopment project. These agreements confirm the CRD's consent to the registration of a first-priority mortgage on title and ensure that the lease between CRD and CRHC remains in full force and effect for the duration of the loan.

CRD's participation does not create any new financial obligation or debt exposure, as all costs associated with the project and the loan repayment remain the responsibility of the CRHC under the lease. Execution of these documents ensure that the CRD fulfills its obligations as landowner, support access to BCHMC financing, and enables the CRHC to advance this major regional housing initiative.

RECOMMENDATION

The Hospitals and Housing Committee recommends to the Capital Regional District Board:

1. That the Tri-Partite Agreement and Landlord Estoppel Certificate in the form required by BC Housing Management Commission for the purposes of authorizing the execution of the Loan and Mortgage documents for the 1800 McKenzie Redevelopment project (1821 McKenzie Avenue PID 006-415-369), be approved; and
2. That Edward Robbins, Chief Administrative Office, and Nelson Chan, Chief Financial Officer, or their duly authorized delegates, or any two directors or officers of the Corporation be authorized to do all things necessary to affect the project and take such steps as are required to conclude the financing, construction, and operation of the 1800 McKenzie Redevelopment project, conditional on Final Project Approval.

Submitted by:	Don Elliott, MUP, Senior Manager, Regional Housing & CRHC
Concurrence:	Kevin Lorette, P. Eng., MBA, General Manager, Housing, Planning and Protective Services
Concurrence:	Nelson Chan, MBA, FCPA, FCMA, Chief Financial Officer & General Manager, Finance & Technology
Concurrence:	Ted Robbins, B. Sc., C. Tech., Chief Administrative Officer

ATTACHMENTS:

Appendix A: Sample Landlord Estoppel Certificate and Acknowledgement of Notice

LANDLORD ESTOPPEL CERTIFICATE AND ACKNOWLEDGEMENT OF NOTICE

To: **British Columbia Housing Management Commission** (the "Lender")

Re: **«Borrower_Name»** (the "Lessee")

«PID_Legal_Description»

(the "Property")

This certificate is given to you in connection with your mortgage and assignment of rents from the Lessee. **«Landlord Name»** (the "Lessor") confirms, acknowledges and certifies to you as follows:

1. The Lessee holds a lease (the "Lease") of the Property from the Lessor.
2. The rent due under the Lease will be paid in full the earlier of the interest adjustment date or occupancy of the Property.
3. The Lease is in full force and effect, has not been cancelled or surrendered, and has not been modified or amended since its execution except as follows:
4. To the best information and belief of the maker of the statements contained in this document, the Lessee and the Lessor are not in default under any provision of this Lease except as follows:
5. The Lessor consents to the Lessee granting a mortgage of the Lease to the Lender and acknowledges that in accordance with the Lease the Lessor has received from the Lender a copy of the mortgage of Lease and notice of the Lender's address for notice under the Lease. For greater certainty, the notices, demands and requests which may or are required to be given to the Lender pursuant to the Lease shall be in writing and shall be sufficiently given if served personally upon the Lender or an executive officer of the Lender or mailed prepaid and registered and addressed to: British Columbia Housing Management Commission, #1701 - 4555 Kingsway, Burnaby, BC V5H 4V8, or such other address as the Lender may from time to time advise by notice in writing.

DATED at _____, British Columbia, this ___ day of _____, 20__.

«LANDLORD NAME»

Per:

**REPORT TO HOSPITALS AND HOUSING COMMITTEE
MEETING OF WEDNESDAY, DECEMBER 3, 2025**

SUBJECT 1800 McKenzie Redevelopment – Preliminary Development Funding Loan

ISSUE SUMMARY

BC Housing Management Commission (BCHMC) requires a Resolution of Directors (Appendix A) from the Capital Region Housing Corporation (CRHC) Board to authorize the execution of the mortgage documents and related security in favour of BCHMC, in connection with the Preliminary Development Funding (PDF) loan for the 1800 McKenzie redevelopment project, at 1821 and 1827 McKenzie Avenue in the District of Saanich (Saanich).

BACKGROUND

The CRHC Major Capital Plan (2026-2030) includes a 2026 budget allocation of \$5.4 million (M) to advance the 1800 McKenzie Redevelopment Project, which received a provisional Community Housing Fund (CHF) award in April 2024.

As part of the CHF process, BCHMC provided an initial unsecured PDF loan of \$499 thousand (K) in June 2024, which is the typical maximum value of unsecured PDF. BCHMC requires that any PDF loan exceeding \$500K be secured on title, consistent with the terms of the draft Loan Commitment Letter (LCL), included with this report as Appendix B. The total cost to advance the project through development and pre-construction is approximately \$2.4M, which can be financed through a secured BCHMC PDF loan.

The redevelopment will replace the existing 15 townhomes and 44 apartments with approximately 259 new affordable rental homes across three, six-storey wood-framed buildings. A Delegated Development Permit Application will be submitted to Saanich in Q4 2025 through the Rapid Deployment of Non-Market Housing process, with demolition and construction targeted to begin in Q3 2026.

ALTERNATIVES

Alternative 1

The Hospitals and Housing Committee recommends to the Capital Region Housing Corporation Board:

1. That the Resolution of Directors for the Repayable Mortgage in the form required by BC Housing Management Commission for the purposes of authorizing the execution of the Loan and Mortgage documents for the 1800 McKenzie Redevelopment project (1821 McKenzie Avenue PID 006-415-369), substantially in the form as attached hereto as Appendix A, be approved; and
2. That Edward Robbins, Chief Administrative Office, and Nelson Chan, Chief Financial Officer, or their duly authorized delegates, or any two directors or officers of the Corporation be authorized to do all things necessary to affect the project and take such steps as are required to conclude the financing, construction, and operation of the 1800 McKenzie Redevelopment project, conditional on Final Project Approval.

Alternative 2

That this report be referred to staff for additional information based on Hospitals and Housing Committee direction.

IMPLICATIONS

Financial Implications

The PDF loan is for up to \$2.4M to fund development and pre-construction activities such as design, due diligence, consultant fees, municipal approvals, and legal costs. The loan will be secured by a first-priority mortgage and related security in favour of BCHMC, consistent with standard BCHMC financing requirements as outlined in the draft LCL.

The previously approved unsecured PDF loan of \$499K will be repaid from the first advance of the secured loan. With the provisional CHF award, it is anticipated that BCHMC will provide an interim construction loan through the Final Project Approval (FPA) process in Q3 2026. The PDF loan is repayable on demand and will be fully discharged upon the registration of the interim construction mortgage and repayable from the first construction draw. The secured PDF loan will be charged against the Willowdene property, located at 1821 McKenzie Avenue. Rosewood, located at 1827 McKenzie Avenue will not be encumbered by the PDF loan.

As with all BCHMC secured PDF loans, repayment can be demanded at any time. A default could occur if CRHC fails to follow the loan terms, such as missing a repayment when demanded, abandoning the project, or failing to meet other key obligations. If a default occurs and CRHC cannot repay the loan, BCHMC may enforce its security, including taking rents, or, as a last resort, selling the property, although such action is considered unlikely and typically preceded by efforts to refinance or restructure.

Advances are conditional on satisfaction of BCHMC's standard due-diligence requirements, including insurance, appraisal, and environmental review. Interest will accrue only on amounts advanced at BCHMC's preferred variable rate and compounded monthly. In September 2025, the preferred rate was 3.08%. A non-refundable commitment fee of approximately \$24K, being equal to 1.00% of the loan amount, will apply, along with the borrower's responsibility for all legal and closing costs.

Staff reviewed alternative borrowing options, including a short-term loan through the Municipal Finance Authority (MFA), and determined that BCHMC financing offers the most favorable rate. In September 2025, the posted short-term financing rate for MFA was 3.23%. An independent appraisal confirmed a land value of \$3.9M, which is sufficient to secure the loan and support cash flow through FPA and transition to construction financing.

CONCLUSION

The proposed secured PDF loan from BCHMC provides the necessary financial mechanism to advance the 1800 McKenzie Redevelopment project from pre-construction through to FPA in 2026. Approval of the Resolution of Directors will enable registration of the required mortgage, allowing CRHC to access up to \$2.4M in development funding at favorable terms. This financing approach aligns with CRHC's Major Capital Plan (2026-2030) and supports the timely delivery of approximately 259 new affordable rental homes in Saanich.

RECOMMENDATION

The Hospitals and Housing Committee recommends to the Capital Region Housing Corporation Board:

1. That the Resolution of Directors for the Repayable Mortgage in the form required by BC Housing Management Commission for the purposes of authorizing the execution of the Loan and Mortgage documents for the 1800 McKenzie Redevelopment project (1821 McKenzie Avenue PID 006-415-369), substantially in the form as attached hereto as Appendix A, be approved; and
2. That Edward Robbins, Chief Administrative Office, and Nelson Chan, Chief Financial Officer, or their duly authorized delegates, or any two directors or officers of the Corporation be authorized to do all things necessary to affect the project and take such steps as are required to conclude the financing, construction, and operation of the 1800 McKenzie Redevelopment project, conditional on Final Project Approval.

Submitted by:	Don Elliott, MUP, Senior Manager, Regional Housing & CRHC
Concurrence:	Kevin Lorette, P. Eng., MBA, General Manager, Housing, Planning and Protective Services
Concurrence:	Nelson Chan, MBA, FCPA, FCMA, Chief Financial Officer & General Manager, Finance & Technology
Concurrence:	Ted Robbins, B. Sc., C. Tech., Chief Administrative Officer

ATTACHMENTS:

Appendix A: Draft Resolution of Directors
Appendix B: Draft Loan Commitment Letter

CAPITAL REGION HOUSING CORPORATION
(the "Borrower")

RESOLUTION OF DIRECTORS

"WHEREAS the Borrower owns the property at 1821 McKenzie Avenue, Victoria BC, legally described as:

**PID: 006-415-369; PARCEL A (DD 49026-I) OF LOT 6, SECTIONS 41 AND 60,
VICTORIA DISTRICT, PLAN 2159**
(the "Property")

and proposes to construct and operate a housing project on the Property (the "Project") with the financial support of the British Columbia Housing Management Commission ("BCHMC") in the form of a repayable mortgage loan for predevelopment costs, including but not limited to design and municipal approval work, in respect of the Project; and

WHEREAS the Borrower needs to borrow money in order to facilitate the predevelopment work required for the Project, and to that end intends to enter into a loan commitment letter with BCHMC (the "Loan Commitment Letter");

BE IT RESOLVED THAT:

1. The Borrower borrow up to a maximum amount of \$2,373,025 by way of a repayable demand loan secured by a mortgage of the Property, to facilitate the predevelopment work required for the Project, and grant to BCHMC such covenant restricting the eventual use of the Property as may be required under the Loan Commitment Letter;
2. The Borrower execute and deliver all documents required by BCHMC or the Provincial Rental Housing Commission ("PRHC"), in such form and containing such terms, covenants, provisos and conditions as are satisfactory to or required by them, including without limitation a Section 219 covenant, an option to purchase, a mortgage, an assignment of rents, a security agreement or an assignment of project agreements (and any assignments, modifications and assumptions thereto as approved by BCHMC); and
3. That Edward Robbins, Chief Administrative Officer or Nelson Chan, Chief Financial Officer, or their respective duly authorized delegates, together or with any one officer or director of the Borrower, for and on behalf of the Borrower, be and are hereby authorized to execute and deliver under the seal of the Borrower or otherwise, all such deeds, documents and other writings and to do such acts and things in connection with the Property and the Project as they, in their discretion, may consider to be necessary or desirable for giving effect to this resolution and for the purpose of fulfilling the requirements of BCHMC, or PRHC."



Home Office
1701 – 4555 Kingsway
Burnaby, BC V5H 4V8
Phone 604-433-1711
Fax 604-439-4722

«LCL_DATE»

File: «File»/«PR»/«BU»

«Borrower_Name»

«Borrower_Address»

«Borrower_City», «Borrower_Province» «Borrower_Postal_Code»

Dear Sir or Madam:

Re: Loan Commitment Letter

Repayable mortgage charging the «tenure» interest of «Borrower_Name» in
«Property_Address», «Property_City», BC

British Columbia Housing Management Commission (“BCHMC”) is pleased to confirm that it will make available to «Borrower_Name» a «mortgage_ranking» priority repayable mortgage loan for the of a «Unit» («Unit») unit project (the “Project”) on the following lands and premises, subject to the terms and conditions contained in this Loan Commitment Letter, and subject to all legal matters and documentation being to the complete satisfaction of BCHMC and its solicitors:

Civic Address:

«Property_Address»,
«Property_City»

(the “Property”).

Legal Description:

«PID_Legal_Description»

1. Borrower

«Borrower_Name» (the “Borrower”).

2. Schedules

- 2.1. The capitalized terms used in this Loan Commitment Letter will have the meanings given to such terms either in the body of this Loan Commitment Letter or in the attached Schedule “D”, whichever is applicable.
- 2.2. Schedule “A” through “D” and any additional schedules and all provisions thereof are incorporated into and will form an integral part of this Loan Commitment Letter.

3. Loan and Take-Out Loan Amounts

- 3.1. Demand non-revolving of «Loan_Amount» (the “Loan”) is the maximum loan amount approved by BCHMC. The Borrower acknowledges and agrees that «Loan_Amount» is the maximum loan amount approved by BCHMC during the interim phase of the Project. The maximum CMHC insured mortgage approved by BCHMC is not to exceed «Takeout_Amount». Upon completion of the Project, the loan amount of this mortgage will be reduced from «Loan_Amount» to an amount not exceeding «Takeout_Amount» (the “Take-Out Loan”). Holdbacks for deficiencies, builders’ liens, or soft costs may be held by BCHMC until the appropriate time. The holdbacks will earn interest at the rate equivalent to the rate paid by the provincial offset interest program (presently the RBC Prime Rate minus 1.80%).
- 3.2. The Loan does not constitute a commitment by BCHMC for any additional capital, operating or support funding.
- 3.3. The final amount of the Take-Out Loan will be set on the Interest Adjustment Date and will be based on, among other things, the maximum amount that can be debt serviced from the available stabilized net operating income from the Project and the projected interest rate as of the Interest Adjustment Date.

4. Availability of Advances

- 4.1. So long as there are no Events of Default which are continuing and upon satisfaction of the conditions precedent to the availability of advances set out in Section 13 below, the Loan will be made available to the Borrower by way of direct advances from time to time but not more frequently than once per month and on a work in place and cost expended basis.

[NTD for refinance/purchase with renovation: remove 4.1 above in its entirety and replace with the following:

4.1 So long as there are no Events of Default which are continuing and upon satisfaction of the conditions precedent to the availability of advances set out in Section 13 below, the Loan will be made available to the Borrower on the following basis:

- (a) *the First Advance in one lump sum in an amount not to exceed \$◆ to assist [in financing the Borrower’s acquisition of the Property] OR [the Borrower in refinancing and repaying the Borrower’s existing indebtedness owed to ◆]; and*
- (b) *the balance of the Loan by way of direct advances from time to time but not more frequently than once per month and on a work in place and cost expended basis.]*

- 4.2. The First Advance must be made on or before «First_Advance_Date» and the Last Advance must be made on or before «Final_Advance_Date».
- 4.3. BCHMC previously authorized the advance of a PDF Loan in the amount of up to «PDF_Loan_Approved». The PDF Loan must be repaid from the First Advance.
- 4.4. Prior to the First Advance, the Borrower must complete and return to BCHMC the Order to Pay attached as Schedule “B” to this Loan Commitment Letter.

5. **Repayment**

- 5.1. All amounts outstanding under or in respect of the Loan will become due and be payable by the Borrower to BCHMC on demand.
- 5.2. Without limiting in any way BCHMC’s right to at any time make demand for payment of any or all of the Loan:
 - (a) prior to the Initial Take-Out Date, the Borrower shall pay interest on the portion of the Loan advanced, calculated monthly; and
 - (b) the Loan, and all amounts outstanding owed to BCHMC arising under or in connection with this Loan Commitment Letter and the Security Documents (as defined below), will in any event be repaid in full by the Initial Take-Out Date from the proceeds of the Take-Out Loan provided by the Take-Out Lender on the Initial Take-Out Date.
- 5.3. Subject to Section 8.3 hereof, from and after the Initial Take-Out Date, the Borrower shall make payments of principal and interest in such amounts and manner as directed by the Take-Out Lender.
- 5.4. The Borrower acknowledges that the Loan amount set forth in Section 4.1 above includes a budgeted amount for interest payments and agrees that BCHMC may, and authorizes BCHMC to, deduct any interest payable under the Loan, when due, from the unadvanced principal of the Loan (if any). Notwithstanding the foregoing, interest payments for the Loan remain the responsibility of the Borrower.
- 5.5. All payments to be made by the Borrower under this Loan Commitment Letter will be made by the Borrower at the address of BCHMC set out on the first page of this Loan Commitment Letter or at such other place as BCHMC may direct from time to time.
- 5.6. The obligation of the Borrower to make all payments under this Loan Commitment Letter and the Security Documents will be absolute and unconditional and will not be limited or affected by any circumstance, including without limitation any set off, compensation or counter-claim the Borrower may have or assert against BCHMC or a Take-Out Lender or any insolvency, bankruptcy, reorganization or similar proceedings by or against the Borrower.

6. Prepayment

- 6.1. The Borrower is permitted to make full or partial repayment of the Loan at any time during the term of the Loan.
- 6.2. The Borrower is not permitted to make full or partial prepayment of the Take-Out Loan at any time during a term of the Take-Out Loan. For greater certainty, this prohibition will apply to all successive terms of the Take-Out Loan that may be entered into by the Borrower upon the renewal of the Take-Out Loan with a Take-Out Lender.

7. Interest Rate

- 7.1. Prior to the Initial Take-Out Date, interest is payable on the monthly balance of principal outstanding under the Loan from time to time at a rate equal to the Variable Rate until the Loan is repaid in full.
- 7.2. From and after the Initial Take-Out Date, interest is payable on the monthly balance of principal outstanding under the Take-Out Loan from time to time at a rate equal to the Fixed Rate until the Take-Out Loan is repaid in full.
- 7.3. Interest payable under the Loan at the Variable Rate will be calculated and compounded monthly, not in advance, from the date of advance, both before and after demand, default and judgment, until actual payment is made.
- 7.4. Interest payable under the Take-Out Loan at the Fixed Rate will be compounded semi-annually, not in advance, from the date of advance, both before and after demand, default and judgment, until actual payment is made.
- 7.5. The Variable Rate and the Fixed Rate are the highest rates that will be charged to the Borrower. If BCHMC is able to secure lower interest rates, the savings will be passed on to the Borrower. During construction of the Project, the actual fluctuating rate being charged under the Loan will be specified when the Borrower receives confirmation of each construction draw.

8. Take-Out Date

- 8.1. After the Last Advance, BCHMC will make arrangements with a Take-Out Lender to provide financing in the amount of the Take-Out Loan, commencing on the Initial Take-Out Date. The Borrower agrees that the Initial Take-Out Date will be determined and the Take-Out Lender will be selected by BCHMC in its sole discretion.
- 8.2. After the Initial Take-Out Date and prior to the expiry of each successive term of the Take-Out Loan, BCHMC will make arrangements with a Take-Out Lender to provide financing in the amount of the Take-Out Loan, commencing on the Take-Out Date. The Borrower agrees that in respect of the applicable renewal term of

the Take-Out Loan, the Take-Out Date will be determined and the Take-Out Lender will be selected by BCHMC in its sole discretion.

- 8.3. The Borrower hereby irrevocably directs and authorizes BCHMC to arrange on its behalf long term financing with the Take-Out Lender on terms acceptable to BCHMC in its sole discretion for so long as the Loan or the Take-Out Loan, as applicable, remain outstanding. The Borrower agrees to abide by the terms and conditions for renewal of the Loan or the Take-Out Loan, as applicable, that may be contained in the Contribution Agreement or are otherwise prescribed by BCHMC from time to time.
- 8.4. BCHMC will select the Take-Out Date and the Take-Out Lender to obtain the best interest rate as determined by BCHMC's economic forecasts and predictions of future interest rate changes. This may result in a loan term greater than one year but in no event will the term of the Take-Out Loan be less than one year.
- 8.5. Once BCHMC has selected the Take-Out Date and the Take-Out Lender, the Borrower will then be advised of the Fixed Rate and the Borrower agrees to complete, sign and return all documents required by BCHMC and the Take-Out Lender to complete the take out process, including but not limited to:
 - (a) the Corporate/Entity Information Sheet, attached as Schedule "C", and the Solicitor's Certificate of Client Identification, attached as Schedule "C-1", or such other client identification documents as may be required by the Take-Out Lender, for the take-out process; and
 - (b) a modification of mortgage to reflect the Take-Out Lender, Fixed Rate, term and Take-Out Loan amount, as applicable.

9. Forgivable Mortgage

If in conjunction with the Loan BCHMC authorizes grant funds (the "**Forgivable Loan**") to be provided to the Borrower and to be secured by a forgivable mortgage (the "**Forgivable Mortgage**") from the Borrower in favour of BCHMC charging the «tenure» interest of the Borrower to the Property, the Borrower hereby acknowledges and agrees as follows:

- 9.1. prior to the Initial Take-Out Date, the final amount of the Loan may be increased to account for a required corresponding decrease in the amount of the Forgivable Loan secured by the Forgivable Mortgage, all in consultation with the Borrower;
- 9.2. the Borrower agrees to complete, sign and return all documents required by BCHMC to increase the amount of the Loan and decrease the amount of the Forgivable Loan, including but not limited to:
 - (a) amendments to the Loan Commitment Letters previously issued by BCHMC in respect of each of the Loan and the Forgivable Loan;

- (b) a modification of the mortgage securing the Loan, as granted by the Borrower pursuant to Section 12.8 below, to increase the principal amount secured thereunder; and
- (c) a modification of the Forgivable Mortgage to decrease the principal amount secured thereunder.

[INTD: Remove the above section “Forgivable Mortgage” in its entirety if there is no forgivable mortgage for this Project..]

10. Amortization

«Amortization» years.

11. Fees

- 11.1. The Borrower will pay to BCHMC a non-refundable commitment fee of «Loan_Commitment_Fee», being equal to 1.00% of the Take-Out Loan amount (the “**Commitment Fee**”), which fee will be deemed to be earned upon issuance of this Loan Commitment Letter and will be paid by the Borrower to BCHMC on or before the Initial Take-Out Date. In the event that the aggregate amount outstanding in respect of the Loan based on advances of the Loan made from time to time is less than the Loan amount set forth in Section 4.1 above, BCHMC may, in its sole and unfettered discretion, reduce the Commitment Fee accordingly. In the event that the aggregate amount outstanding in respect of the Loan based on advances of the Loan made from time to time and accrued interest remaining unpaid is more than the Loan amount set forth in Section 4.1 above, BCHMC may, in its sole and unfettered discretion, increase the Commitment Fee accordingly. The final amount of the Commitment Fee will be confirmed by BCHMC by e-mail to the Borrower upon request by the Borrower to BCHMC.
- 11.2. CMHC loan insurance fee in the amount of \$75.00 per residential unit to a maximum of \$5,000.00 will also be paid by the Borrower and included in the Approved Budget.
- 11.3. The Commitment Fee, or any portion thereof, collected by BCHMC in connection with the Loan will be retained by BCHMC as consideration for the time, effort and expense incurred by it in reviewing documents and setting up the Loan. The Borrower acknowledges and agrees the Commitment Fee, or any portion thereof, collected by BCHMC represents a fair and reasonable estimate of the costs incurred by BCHMC.

12. Security

The Loan and the obligations and liabilities of the Borrower under this Loan Commitment Letter will be evidenced and secured by the following documents (collectively, the “**Security Documents**”) completed and, where necessary, registered in a form and manner satisfactory to BCHMC and its solicitors in their sole discretion:

- 12.1. borrowing resolution from the directors of the Borrower, which shall include authorization for the long term financing from the Take-Out Lender;
- 12.2. special resolution of the members of the Borrower which shall include authorization for the long term financing from the Take-Out Lender; *[NTD: only include if a society or a co-operative.]*
- 12.3. an executed sixty (60) year *[NTD: amend lease term if applicable.]* land lease of the Property with the «Landlord_Name» as landlord and the Borrower as tenant; *[NTD: amend as necessary; remove if not leasehold.]*
- 12.4. a section 219 no build covenant in favour of BCHMC charging the «tenure» interest of the Borrower in the Property;
- 12.5. a section 219 covenant in favour of BCHMC (HPA) to restrict sales for ten (10) years;
- 12.6. a section 219 affordable rental covenant in favour of BCHMC charging the «tenure» interest of the Borrower in the Property and restricting the use of the Property to rentals for a minimum period of ten (10) years;
- 12.7. an option to purchase in favour of Provincial Rental Housing Corporation charging the «tenure» interest of the Borrower in the Property;
- 12.8. a «Loan_Amount» «mortgage_ranking» priority mortgage from the Borrower in favour of BCHMC charging the «tenure» interest of the Borrower in the Property;
- 12.9. a «mortgage_ranking» priority assignment of rents from the Borrower in favour of BCHMC charging the «tenure» interest of the Borrower in the Property;
- 12.10. a \$_____ [ranking] priority mortgage from the Borrower in favour of BCHMC charging the «tenure» interest of the Borrower in the Property; *[NTD: insert if there is a forgivable mortgage for the Project.]*
- 12.11. a priority and standstill agreement with the holder of mortgage ♦ and assignment of rents ♦ (together, the “**Prior Charge**”); *[NTD: Remove if not requesting existing lenders to grant BCH mortgage priority over the existing mortgage(s).]*
- 12.12. the discharge of Mortgage _____, modified by _____ and _____, and Assignment of Rents _____ and related Personal Property Security Act (“PPSA”) security agreement registration (together, the “**PDF Loan Security**”) following the repayment to BCHMC, from the first advance of the Loan, of all amounts secured by the PDF Loan Security; *[NTD: Applicable if there is an existing PDF loan mortgage which will be paid from the first advance of this loan and discharged. Amend or remove as applicable.]*
- 12.13. a «mortgage_ranking» priority location specific security agreement from the Borrower creating a security interest by way of a fixed charge over the Borrower’s

- right, title and interest in any and all present and after-acquired personal property situate at, arising from or used in connection with the Property or the Project;
- 12.14. an assignment agreement from the Borrower in favour of BCHMC, which agreement will, among other things and on terms and conditions acceptable to BCHMC, assign to BCHMC all of the Borrower's right, title and interest in, to and under:
- (a) the Construction Contracts;
 - (b) all other service or material supply contracts, development agreements, plans, drawings, designs and specifications in respect of the Project; and
 - (c) all related benefits, warranties and guarantees with respect to the contracts, agreements and documents set out in Sections 12.14(a) and 12.14(b) above;
- 12.15. equitable mortgage and estoppel agreement from «Registered_Owner» and «Beneficial_Owner»; *[NTD: to be included if there is a trust relationship between the registered owner and beneficial owner. Will need to amend security documents to clarify security from registered owner versus security from beneficial owner. Both should be borrowers]*
- 12.16. assignment, postponement and subordination agreements from ♦, acknowledged by the Borrower *[NTD: name of shareholders or limited partners applicable for corporate or partnership borrowers. On a project by project basis this can be required from all related corporate entities and principals to which the Borrower could have debt obligations. IF THIS SECURITY WAS NOT MENTIONED IN EXCOM, GET DM's WRITTEN CONSENT TO ADD THIS REQUIREMENT AS PART OF THE SECURITY SO THAT BCHMC SOLICITOR WILL PREPARE THESE AGREEMENTS.];*
- 12.17. if the Borrower's interest in the Property is leasehold, estoppel certificate from the landlord of the Property;
- 12.18. a lease approved by BCHMC and its solicitors based on a standard form of ground lease pre-approved by CMHC;
- OR*
- CMHC policy exceptions approval for the non-compliant lease in favour of the Borrower; and
- 12.19. all such other certificates, documents, opinions and priority agreements as BCHMC or its solicitors reasonably require.

13. Conditions Precedent to the Availability of Advances

- 13.1. On or before the date of the First Advance, BCHMC will have received in form and substance satisfactory to BCHMC, its payment certifier, quantity surveyor or its solicitors:
- (a) this Loan Commitment Letter (including Schedule “B” Order to Pay and Schedule “C” Corporate Entity Sheet and Schedule “C-1” Solicitor’s Certificate of Client Identification), executed and delivered by the Borrower;
 - (b) the Security Documents completed and, where necessary, registered at all appropriate registration offices;
 - (c) the discharge of Mortgage _____ and Assignment of Rents _____ and related Personal Property Security Act (“PPSA”) security agreement registration and the discharge of Mortgage _____ and Assignment of Rents _____ and related PPSA security agreement registration, by way of solicitor’s undertakings satisfactory to BCHMC’s solicitors, acting reasonably; *[NTD: Applicable if there are existing mortgage and AOR in favour of a third party. Remove if not applicable]*
 - (d) the Contribution Agreement, executed and delivered by the Borrower;
 - (e) confirmation of insurance arranged by the Borrower conforming to BCHMC’s requirements as specified in this Loan Commitment Letter under the heading “Insurance” below;
 - (f) confirmation that CMHC mortgage insurance is in force;
 - (g) a title review for the Property, including a satisfactory review of all legal notations, encumbrances, liens and charges noted on title and approval of all charges to be placed on title for the Property;
 - (h) confirmation that the Borrower’s incorporation agreement and articles comply with the requirements of BCHMC; *[NTD: only include if a company]*
 - (i) confirmation that the Borrower’s comply with the requirements of BCHMC or if BCHMC determines that amendments are required to the Borrower’s , the Borrower must:
 - i. amend its , as applicable, in accordance with BCHMC’s requirements and file the applicable amended with the BC Registrar of Companies and provide confirmation to BCHMC to its satisfaction that the applicable amended have been accepted for registration; and

- ii. if the Borrower's bylaws require that a special resolution approving the borrowing of the Loan and the Take-Out Loan by the members of the Borrower be passed and filed the Borrower must immediately:
 - A. file a transition application with the BC Registrar of Companies (if an application has not already been filed) and provide confirmation to BCHMC to its satisfaction that the transition application has been accepted for registration; and
 - B. amend its bylaws to remove the filing requirement, file the amended bylaws with the BC Registrar of Companies and provide confirmation to BCHMC to its satisfaction that the amended bylaws have been accepted for registration;

[NTD: Remove 13.1(i) in its entirety if the Borrower is a Company. Remove 13.1(ii)(A)& (B) if the Borrower is a Co-operative.]

- (j) if a trust relationship exists in respect of the Borrower's ownership of the Property, copies of all instruments and documents relating to the trust relationship between the Borrower and any other party, such instruments and documents to be in form and substance satisfactory to BCHMC and its solicitors, together with any additional security documents as BCHMC and its solicitors reasonably require;
- (k) if the Borrower's interest in the Property is leasehold, a copy of the fully executed lease;
- (l) an appraisal (the "**Appraisal**") prepared by an accredited appraiser in accordance with the Canadian Uniform Standards of Professional Appraisal Practice, and in the event that the Appraisal has not been prepared for BCHMC and CMHC and is not addressed to BCHMC and CMHC, a transmittal/reliance letter, in a form acceptable to BCHMC, from the appraiser, confirming that the Appraisal is valid and can be relied upon by BCHMC and CMHC for the purposes of the insured loan, and that the Appraisal is suitable for mortgaging purposes;
- (m) a geotechnical investigation and report (soil test) in respect of the Property;
- (n) for Property with more than six (6) units, an environmental site assessment audit (the "**ESA Report**") of the Property prepared by an environmental consultant and confirming results satisfactory to BCHMC and CMHC for the purposes of the insured loan, must be provided to BCHMC, which audit will include, among other things:
 - i. an ESA Report that conforms to the relevant Canadian Standards Association (CSA) standard. The report must be performed by an experienced assessor with qualifications established by the CSA and the relevant laws. For insured loan purposes, CMHC requires the assessor to carry errors and omissions insurance (or professional

- liability insurance) which covers liabilities associated with environmental site assessment activities;
- ii. a Phase I environmental assessment of the Property carried out in accordance with CSA standard or, if required by BCHMC, a Phase II environmental assessment of the Property;
 - iii. if a Phase II environmental assessment of the Property is required, the environmental consultant must conclude that there is no evidence of soil or water contamination in connection with the Property. The environmental consultant must provide a clear opinion that the soil and ground water samples do not contain contaminants in concentrations which exceed the applicable environmental quality criteria for residential use;
 - iv. details of any remediation required to permit the Property to be used for the purposes referred to under this Loan Commitment Letter;
 - v. estimates of the costs associated with and time to complete such remediation referred to above, including the obtaining of any necessary certificates of compliance from the Ministry of the Environment or other applicable government authority;
 - vi. for contaminated site that has been remediated, the ESA report must include a professional opinion confirming that the site has been remediated in compliance with the standards and policies of the applicable authorities having jurisdiction, and the soil and water no longer have contaminants, in levels or amounts which exceed the residential criteria of the applicable authorities having jurisdiction. If remediation is ordered by the provincial or territorial environmental authority, CMHC will require confirmation by that authority that their requirements have been complied with, and that there are no outstanding concerns;
 - vii. for remediated sites or sites which require a risk management plan, a copy of the ESA Report is to be submitted to CMHC along with confirmation of compliance;
 - viii. Site Registry search to be performed by the environmental consultant; and
 - ix. environmental consultant to provide written confirmation that environmental issues noted in the Site Registry have been resolved, cleaned up or remediated to government requirements.
- (o) in the event that the ESA Report has not been prepared for BCHMC and CMHC and is not addressed to BCHMC and CMHC, a transmittal/reliance letter is required. The transmittal/reliance letter must be in a form acceptable to BCHMC and CMHC from the applicable environmental consultant, confirming that the ESA Report is valid and expressly state that

it can be relied upon by BCHMC and CMHC for the purposes of the insured loan and mortgage;

- (p) a sketch of survey and surveyor's certificate or a building location certificate prepared by a registered land surveyor approved by BCHMC in respect of the Property confirming the Property boundaries, location of any buildings and other improvements on the Property (including foundations and overhangs) located within five (5) metres of the Property boundaries, location of all easements, statutory rights of ways and covenant areas and that any adjacent buildings or other improvements do not encroach upon the Property;
- (q) copies of all final plans and specifications for the construction of the Project;
- (r) copies of all municipal building permits, development agreements and all other approvals by regulatory authorities required for the construction of the Project;
- (s) detailed cost and construction budget and timetable, which will, among other things, confirm the capital costs for the Project for the estimated «Construction_Period» («Construction_Period») month construction period is not greater than «Capital_Costs»;
- (t) waste management plan worksheet and waste diversion target;
- (u) written confirmation supported by such documentary evidence as required by BCHMC of cash equity having been or to be injected in the Project by the Borrower of a value equal to not less than «Society_Equity» (exclusive of the attributed value of the Property);
- (v) confirmation of all equity funding in writing, along with such supporting documentation to evidence same as BCHMC requires, in its sole discretion;
- (w) evidence that all property taxes with respect to the Property have been paid in full;
- (x) copies of the filed *Empty Homes Tax* (vacancy tax) property status declarations for the last and current reporting periods with respect to the Property and evidence that any vacancy taxes have been paid in full; **[NTD: only applicable in the City of Vancouver.]**
- (y) copies of all of the Construction Contracts and a review of all of the Contractors to determine their level of experience, reputation, financial capacity and ability to complete their applicable Construction Contract;
- (z) an original copy, or a notarized copy, of a performance bond in the amount of 50% of the value of the improvements to be constructed on the Property

and in the form “CCDC Document 221 (2002) Performance Bond”, as the form may be amended or replaced from time to time;

- (aa) an original copy, or a notarized copy, of a labour and material payment bond in the amount of 50% of the value of the improvements to be constructed on the Property and in the form “CCDC Document 222 (2002) Labour and Material Payment Bond”, as the form may be amended or replaced from time to time;
- (bb) confirmation that the prime Contractor for the Project is registered with the Licensing & Consumer Services Office as a licensed residential builder, such confirmation to include such contractor’s residential building license number and expiry date;
- (cc) evidence of construction and building warranty for the Project pursuant to the New Home Warranty Program, or if the Project is exempt from the requirement to provide home warranty, proof of exemption;
- (dd) confirmation of satisfaction of and compliance with requirements of the *Homeowner Protection Act* (British Columbia) and any regulations thereto;
- (ee) confirmation from CRA if the Borrower is registered as a charitable organization for the purposes of tax and other rebates;
- (ff) unless otherwise agreed to by BCHMC, audited financial statements for the Borrower for the three years preceding the date hereof, or for such other period as required by BCHMC;
- (gg) Purchase and Sale Agreement must be to the satisfaction of BCHMC and its solicitors. *[NTD: if the Borrower will enter into a Purchase and Sale Agreement not related to Sec. 13.1(hh) below, insert this provision. Remove if not applicable.]*
- (hh) BCHMC being satisfied, in its sole discretion, with the terms of the Purchase and Sale Agreement, and the Borrower:
 - i) agrees that BCHMC will be afforded such time as BCHMC requires to review and approve the terms of the Purchase and Sale Agreement, and that the Borrower will make such changes to the terms of the Purchase and Sale Agreement as BCHMC requires; and
 - ii) acknowledges that the negotiations and execution of the Purchase and Sale Agreement, in a form satisfactory to BCHMC and its solicitors, is a condition precedent to the Loan; and

[NTD: if PRHC will enter into a Purchase and Sale Agreement with the Borrower to purchase an ASP upon Project Completion, insert Section 13.1(hh) above. Remove if PRHC will not purchase or if the PRHC purchase is not in the form of ASP.]

- (ii) BCHMC being satisfied, in its sole discretion, with the terms of any and all agreements to be registered in connection with the deposit of the AirSpace Plan, including but not limited to, any master easement agreements, and the Borrower:
 - i) agrees that BCHMC will be afforded such time as BCHMC requires to review and approve the terms of any such agreements, and that the Borrower will make such changes to the terms of same as BCHMC requires; and
 - ii) acknowledges that the negotiations and execution of the foregoing agreements, in a form satisfactory to BCHMC and its solicitors, is a condition precedent to the Loan;
- [NTD: if PRHC will enter into a Purchase and Sale Agreement with the Borrower to purchase an ASP upon Project Completion, insert Section 13.1(ii) above. Remove if PRHC will not purchase or if the PRHC purchase is not in the form of ASP.]*
- (jj) a report from a BCHMC representative that a satisfactory visual site inspection of the Project and the Property has been completed;
 - (kk) the Borrower entering into such instruments and documents as are required by BCHMC under the BC Builds Rental Supply Program; and
- 13.2. It will be a further condition precedent to the availability of advances under the Loan (being the First Advance and all subsequent advances) that in addition to the satisfaction of the conditions precedent set forth in Section 13.1 above, BCHMC will have received at least five (5) business days prior to the date on which the Borrower wishes funds to be advanced, in form and substance satisfactory to BCHMC, its payment certifier, quantity surveyor or solicitors, as applicable:
- (a) copies of invoices relating to each direct advance that is requested which correspond to the requested amount of the advance;
 - (b) evidence that work in place or costs have been expended upon or in respect of the Property equivalent in value to the advances requested;
 - (c) confirmation that the work to construct or repair, as applicable, the improvements comprising the Project is being done in a good and workmanlike manner and meets all acceptable standards and municipal requirements; and

- (d) such other information, material and/or documents as BCHMC, its payment certifier or quantity surveyor may require.

[NTD: For refinance/purchase with substantial renovation/construction, remove 13.2 above in its entirety and replace with the following:

- 13.2 *It will be a further condition precedent to the availability of advances under the Loan (being the First Advance and all subsequent advances) that in addition to the satisfaction of the conditions precedent set forth in Section 13.1 above, BCHMC will have received at least five (5) business days prior to the date on which the Borrower wishes funds to be advanced, in form and substance satisfactory to BCHMC, its payment certifier, quantity surveyor or solicitors, as applicable:*
- (a) *for the First Advance, [a copy of the purchaser's statement of adjustments executed by the Borrower and confirmation of appropriate undertakings for the First Advance agreed to by the Borrower's solicitors;] OR [a copy of the payout statement from ♦ confirming the amount of the Borrower's existing indebtedness owed to ♦;]*
 - (b) *for all subsequent advances:*
 - i. *copies of invoices relating to each direct advance that is requested which correspond to the requested amount of the advance;*
 - ii. *evidence that work in place or costs have been expended upon or in respect of the Property equivalent in value to the advances requested;*
 - iii. *confirmation that the work to repair the improvements comprising the Project is being done in a good and workmanlike manner and meets all acceptable standards and municipal requirements; and*
 - iv. *such other information, material and/or documents as BCHMC, its payment certifier or quantity surveyor may require.]*

14. Conditions of Loan

The Borrower agrees that so long as the Loan or the Take-Out Loan remains outstanding:

- 14.1. the Borrower will not without the prior written consent of BCHMC or the Take-Out Lender, as applicable:
 - (a) take or refrain from taking any action that would cause any of the representations and warranties of the Borrower under this Loan Commitment Letter to be incorrect, false or misleading;
 - (b) permit any property or other taxes in respect of the Property to remain unpaid when due;

- (c) use, store or permit to exist on the Property any Hazardous Substance;
 - (d) permit any changes to the Approved Budget or the Approved Plans;
 - (e) permit any changes to the Construction Contracts or Contractors or any other subtrade and/or supplier contracts;
 - (f) grant or allow any security interest, lien, charge or other encumbrance to be registered against or exist on any of the Borrower's assets, any part of the Property or the Project or any present or after-acquired personal property of the Borrower located on the Property or used for the Project;
 - (g) sell, assign, transfer or otherwise dispose of its interest or any part thereof in the Property or the Project nor enter into any trust deed in respect of the Property or the Project; and
 - (h) if a corporation or partnership, amalgamate with or permit all or substantially all of its assets to be acquired by any other person, firm or corporation or permit any reorganization or change of control of the Borrower;
- 14.2. the Borrower agrees that so long as the Loan or the Take-Out Loan remains outstanding, the Borrower will not sell, assign, transfer or otherwise dispose of its interest of any individual units of the Property or the Project. Without BCHMC's prior consent, any attempts to sell, assign, transfer or dispose of any individual units will constitute a breach of the terms or conditions of this Loan Commitment Letter or the Security Documents, and all amounts outstanding under or in respect of the Loan, including principal and interest, shall immediately become due and payable;
- 14.3. following the completion of the Project, the Borrower will provide a survey and surveyor's certificate prepared by a registered land surveyor approved by BCHMC in respect of the Property, confirming the location of any buildings and other improvements and the location of all registered easements, statutory rights of way or restrictive covenant areas, and confirming that the location of such buildings and other improvements, including foundation and overhangs, comply with all rules, regulations and by-laws of the appropriate municipal or other governmental authorities having jurisdiction in connection therewith including, without limitation, all set-back, easement, zoning, and height restrictions;
- 14.4. at milestones predetermined by BCHMC, the Borrower will provide BCHMC with a report confirming that a satisfactory visual site inspection of the Project has been completed and the current state of the construction of the Project;
- 14.5. the Borrower will perform and do all things necessary to ensure completion of the Project in its entirety in accordance with the Approved Budget and the Approved Plans;

- 14.6. the Borrower agrees and consents to any and all consultants retained by the Borrower fully disclosing all information and matters relating to the Property and the Project to BCHMC;
- 14.7. the Borrower will provide BCHMC, promptly upon receipt of the same, at pre-determined milestones, as required by BCHMC, copies of all plans, permits, design and working drawings, surveys, studies, specifications, budgets, reports, contracts, appraisals and other information and materials as applicable regarding the Project and the Property, including but not limited to:
 - (a) development cash flow noting the projected timing of capital project costs;
 - (b) completed waste management tracking spreadsheets or monthly update tracking sheets totaling all waste for the Project;
 - (c) revised Approved Budget and Approved Plans at milestones predetermined by BCHMC; and
 - (d) preliminary and, subject to the approval of BCHMC, in its sole discretion, revised and updated Project schedules, including a construction project management schedule on a monthly basis;
- 14.8. the Borrower acknowledges that all documents and deliverables pursuant to Section 14.7 must be satisfactory to BCHMC, in its sole discretion, and the Borrower agrees to make reasonable changes to any of the documents provided by the Borrower to BCHMC pursuant to Section 14.7 upon request by BCHMC;
- 14.9. the Loan is available exclusively to the Borrower for the of the Project at the Property;
- 14.10. the Borrower will comply with all applicable laws of local, provincial or federal authorities including all applicable WorkSafeBC provisions, and prior to commencement of work by any Contractor, the Borrower will obtain and provide BCHMC with WorkSafeBC clearance letters for such Contractor;
- 14.11. the Borrower will notify BCHMC immediately of any material delay or interruption in the construction of the Project, or if any builders liens are filed or registered against any part of the Property;
- 14.12. the Borrower will provide BCHMC with copies of the disclosure statement and all disclosure statement amendments for the Project, such documents to be in form and substance satisfactory to BCHMC and its solicitors;
- 14.13. the Borrower will provide BCHMC with a description of all present and after-acquired personal property situate at, arising from or used in connection with the Property or the Project, including the make, model and serial number, as applicable, and the Borrower will provide evidence to the satisfaction of BCHMC that all such personal property has been paid for in full;

- 14.14. the Borrower will provide BCHMC monthly written progress reports, with such supporting documentary evidence and correspondence as required by BCHMC, concerning municipal approvals for the Project, including, but not limited to, the negotiation of documents required by the «Municipality» to be registered on title to the Property, and the approval of all subdivision, strata title, airspace parcel or other title creation plans;
- 14.15. the Borrower will, prior to finalization and submission to the «Municipality», submit to BCHMC for approval any and all subdivision, strata title, airspace parcel or other title creation plans, which documents will be in form and substance satisfactory to BCHMC and its solicitors;
- 14.16. the Borrower will comply with all zoning, development permit and building permit requirements, and will submit to the «Municipality» all subdivision, strata title, airspace parcel or other title creation plans within such times as are required to adhere to the Project schedule;
- 14.17. the Borrower will provide to BCHMC, promptly upon receipt, copies of any and all documents that are proposed to be or are registered on title to the Property and any priority agreements proposed to be granted by BCHMC, which documents will be in form and substance satisfactory to BCHMC and its solicitors, and the Borrower will finalize the terms of such documents with the «Municipality» as required to adhere to the Project schedule;
- 14.18. the Borrower will use and will take all steps required to ensure that the Project is used only as residential rental housing for middle-income households, as required by BCHMC from time to time;
- 14.19. prior to the final advance under the Loan, the Borrower will provide BCHMC with a final claim form with the certificate of completion and deficiency list and the deficiency holdback amount to be retained;
- 14.20. written confirmation from BCHMC that a satisfactory visual site inspection and walk through by BCHMC of the Project have been completed following Project Completion;
- 14.21. the Borrower agrees to complete any and all deficiencies identified through the building inspection required pursuant to Section 14.20 within a reasonable amount of time after Project Completion to the satisfaction of BCHMC in its sole discretion;
- 14.22. the Borrower agrees to complete any and all deficiencies identified through a building inspection in a reasonable amount of time after completion;
- 14.23. upon Project Completion, the Borrower will provide BCHMC with an unconditional occupancy permit issued by the appropriate municipal authority and upon request by BCHMC, a letter from the appropriate municipal authority

confirming that the Project complies with all zoning and other bylaws, including set-back requirements;

- 14.24. the Borrower agrees to sign any additional documents reasonably requested by BCHMC that relate to the Project including any new charges that BCHMC may require be registered on title to the Property;
- 14.25. the Borrower will enter into the Operator Agreement; *[NTD: Remove if PRHC is not purchasing any units by way of ASP.]* and
- 14.26. the Borrower will make payment of the following to BCHMC:
 - a) the Commitment Fee;
 - b) interest (at cost);
 - c) legal fees (on an indemnity basis); and
 - d) all other expenses of BCHMC (at cost).

15. GST Rebates and Input Tax Credits

- 15.1. New construction or renovation of social housing is considered a taxable activity. The Borrower will be entitled to claim input tax credits for the GST paid on construction, allowing the Borrower to claim 100% of the GST paid. Accordingly, the Borrower agrees to diligently pursue any GST input tax credits or rebates to which it is entitled with respect to expenditures from the Approved Budget. In replacement of funds advanced by BCHMC during the construction of the Project, the Borrower will remit to BCHMC on demand the proceeds recovered from input tax credits and/or rebates from CRA on any portion of the Loan advanced for the purposes of GST.
- 15.2. The Borrower will apply to CRA for designation as a municipality, if not already designated, for the purpose of claiming the GST rebate that may be available to organizations that provide subsidized housing on a rent-geared-to-income (RGI) basis, such GST rebate being equal to 100% on operating expenditures.
- 15.3. The Borrower will file quarterly GST returns with CRA during the construction of the Project, and agrees to consider filing monthly GST returns to expedite the recovery of cash. Upon completion of the Project, the Borrower will self-assess under the “self-supply rules” and will remit any GST owing on the residential portion of the Project. A GST tax guide is available on BCHMC’s website.

16. Representations and Warranties

The Borrower represents and warrants to and will be deemed to continuously represent and warrant to BCHMC, that:

- 16.1. if a , it has been duly incorporated and organized and/or formed as the case may be, validly exists, is in good standing, is authorized to conduct its business in all jurisdictions in which it carries on business or has assets and has all requisite power and capacity to own its assets, carry on the business presently carried on by it, to execute and deliver this Loan Commitment Letter and the Security Documents, as may be applicable, and to observe and perform the provisions thereof;
- 16.2. if a , this Loan Commitment Letter and the Security Documents, as may be applicable, have been or will be duly authorized, executed and delivered by it;
- 16.3. this Loan Commitment Letter and the Security Documents, as may be applicable, constitute or will constitute, upon execution and delivery by the Borrower, valid and binding obligations and are or will be enforceable against them in accordance with their respective terms;
- 16.4. the execution of this Loan Commitment Letter and the Security Documents, as may be applicable, and the incurring of liability and indebtedness to BCHMC in accordance with this Loan Commitment Letter does not and will not contravene:
 - (a) any Legal Requirements of a government authority;
 - (b) any provision contained in any other loan or credit agreement or borrowing instrument or contract to which it is a party; or
 - (c) the constating documents or bylaw documents, as applicable, of the Borrower;
- 16.5. all necessary Legal Requirements have been met and all other authorizations, approvals, consents and orders have been obtained with respect to the Loan and the execution and delivery of the Security Documents;
- 16.6. all financial and other information, budgets, timetables, certificates, plans, specifications and other material provided to BCHMC in connection with the Loan are true and accurate, and the Borrower acknowledges that the Loan is made by BCHMC in reliance on the truth and accuracy of such information and the representations and warranties contained therein;
- 16.7. at Project Completion, all utilities and services necessary for the development and construction of the Project and the operation and use thereof for its intended purpose (including, without limitation, water supply, storm and sanitary sewer, gas, electricity, and telephone facilities) will be installed, connected and available to the Property, and there will be no legal or physical impediments to pedestrian and vehicular access and egress to the Property; and
- 16.8. no Event of Default has occurred and is continuing.

17. Hazardous Substances

- 17.1. To the best of the knowledge of the Borrower, having made due and diligent inquiry, no Hazardous Substance is located on any part of the Property, nor, so far as the Borrower is aware, due and diligent inquiry having been made, have any such substances been stored or used on the Property prior to the Borrower's ownership, possession or control of the Property. The Borrower agrees to provide written notice to BCHMC immediately upon the Borrower becoming aware that the Property is being or has been contaminated with any Hazardous Substance. The Borrower will not permit any activities on the Property which directly or indirectly could result in the Property or any other property being contaminated with any Hazardous Substance.
- 17.2. The Borrower will promptly comply with all Legal Requirements relating to the use, collection, storage, treatment, control, removal or cleanup of any Hazardous Substance in, on, or under the Property as a result of construction, operations or other activities on the Property, or incorporated in any improvements thereon. BCHMC may, but will not be obligated to, enter upon the Property and take such actions and incur such costs and expenses to effect such compliance as it deems advisable and the Borrower will reimburse BCHMC on demand for the full amount of all costs and expenses incurred by BCHMC in connection with such compliance activities. The assets of the Borrower which are now or in the future encumbered by the Security Documents are hereby further mortgaged and charged to BCHMC, and BCHMC will have a security interest in such assets, as security for the repayment of such costs and expenses and interest thereon, as if such costs and expenses had originally formed part of the Loan.

18. Events of Default

Without in any way limiting the right of BCHMC to demand payment in full of the Loan, the Loan shall, at the option of BCHMC, immediately become due and payable upon the occurrence and during the continuance of any one or more of the following events (collectively, "**Events of Default**"):

- 18.1. the Borrower fails to pay the Loan or any portion thereof or other monies payable by the Borrower in accordance with this Loan Commitment Letter within two (2) business days of any such amount being due;
- 18.2. the Borrower is in breach of any of the provisions of this Loan Commitment Letter (other than the obligations to pay the Loan or other moneys payable when due) and has not cured such breach within fourteen (14) days from the date the Borrower obtains actual knowledge of the breach or is provided with notice of the breach from BCHMC, whichever is earlier, except that if the breach, by its nature, requires more than fourteen (14) days to cure, the Borrower may have such further time to rectify the default as BCHMC considers reasonable so long as the Borrower begins to rectify promptly and thereafter proceeds with all due diligence to cure the default;

- 18.3. the Borrower, any one of its subsidiaries, makes a general assignment for the benefit of creditors, files or presents a petition, makes a proposal or commits any act of bankruptcy, or if any action is taken for the winding up, liquidation, or appointment of a liquidator, trustee in bankruptcy, custodian, curator, sequestrator, administrator or a receiver (or the equivalent in any jurisdiction) or any other officer or party with similar powers or if a judgement or order shall be entered by any court approving a petition for reorganization, arrangement or composition of the Borrower, any of its subsidiaries, or any of its assets, or it enters into a liquidation of its assets;
- 18.4. the Borrower is deemed to be insolvent or ceases to exist or is declared bankrupt;
- 18.5. without the prior written consent of BCHMC:
 - (a) there occurs a change of ownership (beneficial or otherwise) or control of the Borrower;
 - (b) the Borrower sells, conveys, transfers or enters into an arrangement for sale or transfer of title of the Property or any part thereof; or
- 18.6. there is a breach or non-performance or non-observance of any term or condition of this Loan Commitment Letter, the Contribution Agreement, or the Security Documents.

19. Taxes

Unless the Borrower is advised otherwise by BCHMC, the Borrower will make payments directly to the local government of all taxes and rates when due and provide proof of payment to BCHMC within thirty days of the due date.

20. Insurance

The Borrower will maintain insurance in the form and content acceptable to BCHMC. Without limiting the generality of the foregoing the insurance must include the minimum requirements set out in the Insurance Memo attached as Schedule "A" where applicable - please ensure that your insurance agent receives a copy of Schedule "A". The policy of insurance is to be forwarded to BCHMC and will be reviewed by BCHMC's insurance advisor. The cost of the review will be borne by the Borrower.

21. Builders Liens

- 21.1. The Borrower will comply with all the provisions of the *Builders Lien Act* (including any provision requiring or enabling the retention of portions of any sums payable by way of holdbacks).
- 21.2. If any builders lien or other lien for work, labour, services, or materials supplied to the Project or for the cost of which the Borrower may be in any way liable are filed, the Borrower will within 15 days after receipt of notice thereof procure the

discharge thereof, including any certificate of pending litigation registered in respect of any lien, by payment or giving security into court or otherwise or in such other manner as may be required or permitted by law.

22. Assignment

- 22.1. The Borrower will not be entitled to assign any of the rights and benefits conferred by this Loan Commitment Letter.
- 22.2. This Loan Commitment Letter and the Security Documents may be freely assigned by BCHMC, in whole or in part, without the consent of the Borrower. The Borrower agrees that BCHMC may arrange, on behalf of the Borrower, long term financing with the Take-Out Lender on terms acceptable to BCHMC, such long term financing to commence on the Take-Out Date and will provide for a Fixed Rate of interest.

23. Authorization to Invest

The Borrower hereby irrevocably directs and authorizes BCHMC to invest (in accordance with BCHMC's investment policy) on behalf of the Borrower excess funds, if any, borrowed under the Loan which were not utilized for the purposes approved by BCHMC and to use the principal and interest earned from such investment to reduce the outstanding balance of the Loan on maturity.

24. Equity Contribution by BCHMC

Any equity contribution made by BCHMC toward the Project, whether in the form of units purchased or a cash contribution, may be re-evaluated if there is variation in the initial projected interest rate applicable to the long term financing from the Take-Out Lender included in the Approved Budget and the Fixed Rate as of the Initial Take-Out Date. Any re-evaluation of equity contribution by BCHMC will be undertaken in consultation with the Borrower. *[NTD: this is only applicable if PRHC is buying units or if BCHMC is providing a grant to the project. Remove if not applicable]*

25. Communications and Event Protocols

BCHMC and the Borrower will work together on a number of communication activities that may take place over the course of the Project. The Borrower should contact Corporate Communications at BCHMC with questions regarding such communication activities. The Borrower agrees that the communication activities will be governed by the following terms:

- 25.1. **Coordination** – BCHMC will lead the coordination of official announcements, groundbreaking and opening events unless otherwise agreed upon by BCHMC corporate communications, and will ensure the Borrower is involved in the planning process and acknowledged in all materials and at all events. All public-facing materials (including, but not limited to, press releases, media pitches, media

- responses, interviews, social media posts, and social media campaign materials) must be approved by BCHMC.
- 25.2. **Media Inquiries & Confidentiality** – As information regarding government-funded developments is generally only shared with the media during official announcements or events, BCHMC and the Borrower will work together to develop standard key messages that will be used to respond to media inquiries with respect to the Project.
 - 25.3. **Event Date Selection** – BCHMC will work with government partners and the Borrower to schedule official event dates to coincide with the timeline of construction and/or completion of the Project. Event dates are impacted by the availability of provincial and/or federal and municipal representatives. The Borrower acknowledges that, where appropriate due to funding, BCHMC has a commitment to include and acknowledge the Government of Canada for its contribution to projects. BCHMC must follow Canada-British Columbia event protocols when scheduling events under this initiative. The Canada-British Columbia event protocols include proposing event dates twenty (20) business days in advance in order to confirm a government representative for the proposed announcement or event. In addition, federal quotes, logos, and boilerplates will be included in the news release. The Borrower agrees that it will not inform its staff or stakeholders regarding announcements or events without confirming the dates for such announcements or events with BCHMC, as dates may shift during the scheduling phase.
 - 25.4. **Event Location** – The location of the event is negotiable; however, it is ideal to hold the event on the Property in order for attendees, including the media, to see the Project site firsthand.
 - 25.5. **News Release/Backgrounder** – BCHMC will prepare and distribute media materials, including news releases/backgrounders and media advisories, for official announcements. The Borrower will be offered a quote in the news release, as well as an opportunity to include a brief background or boilerplate. BCHMC will work with the Borrower to invite media to official events and will provide copies of final media materials on the day of the announcement.
 - 25.6. **Representation and Agenda** - BCHMC will prepare and confirm the final agenda for official events following government protocols. A representative of the Borrower will be offered a speaking role on the agenda.
 - 25.7. **Invitations** – BCHMC will draft an electronic invitation to official events and will include the Borrower's logo on the invitation. The Borrower will be responsible for the email distribution of the invitation. The Borrower may provide the names, titles, organizations and email addresses of additional invitees.
 - 25.8. **Logistics/Staging** – BCHMC works with outside agencies to provide event logistics (tents, audio-visual, and staging) and a photographer to document the

event. The Borrower may suggest local vendors to use for regional events. BCHMC staff will attend the event and provide events-related support. BCHMC will share event photographs with the Borrower following the event.

- 25.9. **Project Signs** – During the construction of the Project, the Borrower will permit BCHMC to display on the Property one or more signs of a size and content selected by BCHMC. BCHMC will provide the Borrower with such Project signs, to be installed in a prominent location on the Property, at the beginning of the construction. These signs may be removed at the time of landscaping.
- 25.10. **Opening Ceremony** – The Borrower and BCHMC will work together to coordinate an official opening ceremony for the Project which should take place within a few months of the occupancy date. Event dates are impacted by the availability of provincial and/or federal and municipal representatives. The final approval of event dates is at the discretion of BCHMC. In order to allow enough time to confirm the attendance of provincial representatives, please contact BCHMC Corporate Communications regarding the proposed ceremony date at least eight weeks in advance.

26. General Provisions

The following terms and conditions apply to this Loan Commitment Letter:

- 26.1. **Site Visits** – Representatives of BCHMC and its payment certifier or quantity surveyor will be entitled to attend at and view the Project and all personal property thereon and all financial records of the Borrower at any time, on reasonable notice.
- 26.2. **Confidentiality** – This Loan Commitment Letter is delivered to the Borrower on the understanding that neither this Loan Commitment Letter nor its substance is to be disclosed without BCHMC's prior written consent except to counsel, accountants, employees and agents of the Borrower who are specifically involved in the transaction contemplated in this Loan Commitment Letter.
- 26.3. **Time of Essence** – Time will be of the essence of this Loan Commitment Letter.
- 26.4. **Notice** – Any notice required to be given under this Loan Commitment Letter is to be provided in writing and may effectively be given by a party by delivery of such notice to the other party at the address set out on the first page of this Loan Commitment Letter or at such other address as either party may in writing notify the other party, or by electronic or facsimile transmission to the fax number or email address as either party may in writing provide to the other party. Any notice so mailed will be deemed to have been delivered on the fifth (5th) day after the date of mailing. Any notice sent by facsimile or electronic transmission will be deemed to have been delivered upon receipt by the receiving party.
- 26.5. **Credit Investigations** – The Borrower hereby authorizes and consents to such credit investigations as BCHMC may deem necessary from time to time throughout the time the Loan is outstanding.

- 26.6. **BCHMC Records** – The Borrower acknowledges that the recording of the amount of any advance or repayment under the Loan, and interest, fees and other amounts due in connection with the Loan, made by BCHMC in its records will constitute *prima facie* evidence of the Borrower's indebtedness and liability from time to time under the Loan, and the obligation of the Borrower to repay any indebtedness and liability in accordance with the terms and conditions of the Loan will not be affected by the failure of BCHMC to make such recording. The Borrower also acknowledges being indebted to BCHMC for principal amounts shown as outstanding from time to time in BCHMC's records, and all accrued and unpaid interest in respect of such amounts, in accordance with the terms and conditions of this Loan Commitment Letter.
- 26.7. **Legal and Other Expenses** – The Borrower will pay all legal fees and disbursements in respect of the Loan, the preparation and issuance of this Loan Commitment Letter and the Security Documents, the enforcement and preservation of BCHMC's rights and remedies, all appraisals, insurance consultation, and similar fees and all other fees and disbursements of BCHMC, whether or not the documentation is completed or any funds are advanced under the Loan.
- 26.8. **Waiver** – Failure by BCHMC to insist upon strict performance by the Borrower of any obligation or covenant, option or right under this Loan Commitment Letter or any of the Security Documents will not be a waiver or relinquishment in the future of such obligation or covenant, option or right, but the same will remain in full force and effect and BCHMC will have the right to insist upon the strict performance by the Borrower of any and all of the terms and provisions of this Loan Commitment Letter and the Security Documents.
- 26.9. **Variation** – No term or requirement of this Loan Commitment Letter or any of the Security Documents may be waived or varied orally or by any course of conduct, of any officer, employee, or agent of BCHMC. Any amendment to this Loan Commitment Letter or any of the Security Documents must be in writing and signed by an authorized officer of BCHMC.
- 26.10. **Right and Remedies Cumulative** – The remedies, rights and powers of BCHMC under this Loan Commitment Letter, the Security Documents and at law and in equity are cumulative and not alternative and are not in substitution for any other remedies, rights or powers of BCHMC and no delay or omission in the exercise of any such remedy, right, or power will exhaust such remedy, right, or power or be construed as a waiver of any of them.
- 26.11. **Governing Law** – This Loan Commitment Letter will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 26.12. **BCHMC's Solicitor** – BCHMC's legal work and documentation is to be performed at the Borrower's expense by a solicitor of BCHMC's choice. All legal costs (including those of BCHMC's solicitor) and other reasonable costs and

expenses incurred by BCHMC in establishing or operating the Loan are for the account of the Borrower whether or not funds are advanced.

BCHMC has appointed the following law firm to act on its behalf on this transaction:

«BCH_Solicitor_Firm»
Attention: «BCH_Solicitor»

27. Lapse and Cancellation

This Loan Commitment Letter will lapse and all obligations of BCHMC set forth in this Loan Commitment Letter and in respect of the Loan will cease, all at the option of BCHMC, if there has been, in the opinion of BCHMC, a material adverse change in the financial condition of the Borrower. The availability of the Loan and the terms and conditions of the offer of credit contained in this Loan Commitment Letter will be subject to periodic review by BCHMC in BCHMC's sole discretion, however BCHMC will be under no obligation to conduct any such review or to provide a renewal letter or extension letter or other notification of such review if such review is conducted. BCHMC will have the option to conduct corporate, personal property registry and land registry searches in respect of the Borrower at the Borrower's sole cost. Upon demand being made by BCHMC for repayment of the amount outstanding under the Loan, any unadvanced portion of the Loan will be immediately cancelled.

[Remainder of this page has been intentionally left blank]

This offer of credit may be accepted by the Borrower by dating and returning to BCHMC two copies of this Loan Commitment Letter duly executed by the Borrower. The Borrower acknowledges and agrees that execution and delivery of this Loan Commitment Letter does not impose an obligation on BCHMC to advance any portion of the Loan.

Yours very truly,

British Columbia Housing Management Commission

Pooi Ching Siew
Director, Lending Services

THESE TERMS AND CONDITIONS ARE HEREBY ACCEPTED THIS ____ DAY
OF _____, 20____.

THE BORROWER:

«BORROWER_NAME», by its authorized
signatory(ies):

Name:
Title:

Name:
Title:

\«initial»

c «Development_Manager», «Dept», BCHMC

Schedule "A"

A. Construction Insurance Requirements (please carefully read the notes at the bottom of the page):

Whilst British Columbia Housing Management Commission ("BCHMC") is providing interim financing to the Borrower of the housing project (the "Project"), BCHMC requires the Borrower/Owner of the Project to obtain and maintain through the BCHMC Owner-Controlled Insurance Program insurance of the property to be insured (the "Property"). Without limiting the generality of the foregoing, the insurance must cover the following:

1. "All Risks" Builders' Risk Policy:

This policy shall cover "all risks" of direct physical loss or damage to the Project, including the perils of earthquake, flood, sewer back-up and subject to the terms, conditions, limitations and exclusions, and further, the policy shall:

- a. be written in the joint names of BCHMC, the Borrower/Owner, the Project Manager, the Construction Manager, the Contractor, the Subcontractors, the Consultant(s), architects, engineers, other consultants and sub-consultants engaged on the Project;
- b. provide for a limit of coverage not less than the estimated final completed value of the Project, with a sublimit on transit of \$1,000,000.00, off-site storage of \$1,000,000.00, extend to include soft costs, by-Laws (not sublimit), landscaping (no sublimit), no requirement to replace or repair on same or adjacent site, \$1,000,000.00 Extra Expense, Off-site Services, testing and commissioning cover with no exclusion for equipment breakdown, pollution and contamination clean-up of \$250,000.00, debris removal 10% (minimum \$250,000), watchman/video surveillance for any projects \$10,000,000.00 with wording and security/video surveillance companies acceptable to BCHMC ;
- c. contain a waiver of the insurer's subrogation rights against all insureds and their officers, employees and servants, and provide that, in the event of loss or damage, payment shall be made to BCHMC and the Borrower/Owner on their own behalf and as trustees for the benefit of any and all Insureds.

2. Loss payable is to be in favour of BCHMC as mortgagee. A standard mortgage endorsement clause (IBC 3000) is to form part of the policy.

3. "Wrap-Up" Commercial General Liability Insurance:

This policy shall cover the risks of liability for bodily injury and property damage arising from the activities at the Place of the Work, and further the policy shall:

- a. be written in the joint names of BCHMC, the Borrower/Owner, the fee simple owner of the Place of the Work, the Project Manager, the Construction Manager, the Contractor, the Subcontractors, the Consultant(s), architects, engineers, other consultants and sub-consultants engaged on the Property;
- b. provide for a limit of liability not less than \$10,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof;
- c. include Sudden & Accidental Pollution for \$10,000,000.00 and Non-Owned Auto and include 24 months completed operations once project completed, off-site services.

(See GC11.1 Insurance Clause of the Supplementary General Conditions of the Stipulated Price Contract for additional details and requirements.)

B. Operating Insurance Requirements (please carefully read the notes at the bottom of the page):

British Columbia Housing Management Commission ("BCHMC") requires that the Borrower/Owner of the Project obtain a quote from Marsh Canada ("Marsh"), who have set up a Group Insurance Program for non-profit housing societies.

1. Insurance must be carried for the full 100% replacement cost of the building. Co-insurance is not acceptable. Coverage shall be written on an "all risks" form, including flood and earthquake.
2. Loss payable is to be in favour of BCHMC, or the lender of monies, as mortgagee. A standard mortgage endorsement clause (IBC 3000) is to form part of the policy.
3. BCHMC must continue to be named as an additional insured even when BCHMC is not the lender of the funds for the Project.
4. Rental Income Insurance for a full 100% of rentals lost during a minimum term of 6 months is required, or for an indemnity period equal to the estimated full reconstruction period.
5. The correct civic description of the Property must be specified.
6. Commercial General Liability Insurance including personal injury and non-owned auto insurance coverage (for a minimum of \$10,000,000 for each occurrence). This policy must include a cross liability clause.
7. Where applicable, boiler, vessel, and air-conditioning insurance in comprehensive form, against breakdown of boilers, engines, machinery and electrical apparatus for a minimum of the loan amount. Insurance is to be written on a Replacement Cost wording with a waiver of co-insurance requirement. Rental Income Insurance is required as stipulated under Clause B.4.
8. All fixtures, furnishings and equipment must be insured for the full replacement value and must cover all risks.
9. By-law coverage clause for both the building and tenant improvements including:
 - a. loss occasioned by enforcement of any laws or ordinances regulating the construction or repair of the buildings or structures enforced at the time that a loss occurs, which requires the demolition of any portion of the insured buildings or structures which have not suffered damages; and
 - b. the cost incurred in actually rebuilding both the damaged and demolished portions of the insured buildings or structures with materials and in a manner to fully satisfy such ordinances or laws.

A BCHMC signed government Certificate of Insurance (form as enclosed) is required if Operating Insurance is not purchased through the Group Insurance Program with Marsh. Please ensure that all the requirements as specified in the above "**Section B – Operating Insurance Requirements – items 1-9(b)**" are in compliance and detailed in the attached Certificate of Insurance form. Please provide completed Certificate of Insurance to BCHMC at #1701 - 4555 Kingsway, Burnaby, B.C. V5H 4V8 (Attention: «Development_Manager», «Dept»), within 30 days of the date of the issuance of the insurance binders. **60 days notice of cancellation or material change in the policy must be given to BCHMC.**

NOTE:

***Where the borrower has entered into a ground lease (for example, if the owner of the land is Provincial Rental Housing Corporation or any municipal government), then all insurance referred to in A and B shall include the owner as a named insured and, with respect to property insurance, as a loss payee, as its interests may appear. Proof of insurance should be forwarded to the owner.**

****Without limiting the generality of the foregoing, BCHMC must continue to be named as an additional insured even when BCHMC is not the lender of the funds for the Project. In addition, where the City of Vancouver is the landlord, the relevant notices and proof of insurance must be forwarded to: Director of Risk Management, City of Vancouver, 453 West 12th Avenue Vancouver, B.C. V5Y 1V4, and the rental income insurance in B.4. must be for 12 months minimum.**



CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act
BC Housing adheres to the Freedom of Information and Protection of Privacy Act when collecting and using personal information. Direct any questions to the Manager, Records and Information Privacy at #1701 – 4555 Kingsway, Burnaby, BC V5H 4V8. Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by BC Housing

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (BC Housing)	CONTRACT/PERMIT/LICENCE/IDENTIFICATION NO.
BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION	
BC HOUSING CONTRACT ADMINISTRATOR NAME & TITLE «Development_Manager», «Dept»	PHONE NO:
ADDRESS 1701 - 4555 Kingsway Avenue, Burnaby, BC	POSTAL CODE V5H 4V8
CONTRACTOR/SOCIETY NAME	
CONTRACTOR/SOCIETY ADDRESS	POSTAL CODE

Contractor/Society Information

Please provide this form and a copy of the Contract Terms and Conditions to your Insurance Broker for completion and then return the completed form to BC Housing. **No substitutions of this form will be accepted. Commencement of any work cannot begin until BC Housing has the Certificate of Insurance in hand.**

Part 2 To be completed by the Society/Contractor/Consultant's Agent or Broker (please provide all details as specified under "Operating Insurance Requirements item 1-9 (b)" in the above attached Schedule "A")

INSURED	NAME		
	ADDRESS		POSTAL CODE
OPERATIONS INSURED	PROVIDE DETAILS		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT
LOSS PAYABLE:			

This certificate certifies that policies of insurance as herein described have been issued to the insured(s) named above, are in full force and effective as of the effective date of the contract/permit/licence, and comply with the insurance requirements of the contract/permit/licence except as follows:

AGENT OR BROKER COMMENTS:		
SIGNED BY THE AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S)	AGENT or BROKER NAME	DATE SIGNED



CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act
BC Housing adheres to the Freedom of Information and Protection of Privacy Act when collecting and using personal information. Direct any questions to the Manager, Records and Information Privacy at #1701 – 4555 Kingsway, Burnaby, BC V5H 4V8. Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by BC Housing

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (BC Housing)	CONTRACT/PERMIT/LICENCE/IDENTIFICATION NO.	
BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION		
BC HOUSING CONTRACT ADMINISTRATOR		
NAME & TITLE «Development_Manager», «Dept»		
ADDRESS 1701 - 4555 Kingsway Avenue, Burnaby, BC	PHONE NO: FAX NO:	
CONTRACTOR/SOCIETY NAME		
CONTRACTOR/SOCIETY ADDRESS		POSTAL CODE V5H 4V8
Contractor/Society Information Please provide this form and a copy of the Contract Terms and Conditions to your Insurance Broker for completion and then return the completed form to BC Housing. No substitutions of this form will be accepted. Commencement of any work cannot begin until BC Housing has the Certificate of Insurance in hand.		

Part 2 To be completed by the Contractor/Society/Consultant's Agent or Broker (please provide all details as specified under "Operating Insurance Requirements item 1-9 (b)" in the above attached Schedule "A")

INSURED	NAME ABC Housing Society		
	ADDRESS 123 Broadway Street, Vancouver, BC	POSTAL CODE V1V2B2	
OPERATIONS INSURED	PROVIDE DETAILS ABC Court – 123 Broadway Street, Vancouver BC V1V2B2		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT
BLANKET ALL PROPERTY – As per Locations Declared ALL RISKS • Replacement Cost Basis • Flood • Earthquake • By-Laws Included	ABC Insurance Company Master Policy No. 1234567	2015/12/31	Property of Every Description \$15,000,000 Rental Income \$1,000,000 Indemnity Period 24 months
BOILER AND MACHINERY INSURANCE - COMPREHENSIVE FORM • Repair or Replacement Cost • By-Laws Included	ABC Insurance Company Master Policy No. 1234567	2015/12/31	\$15,000,000
GENERAL LIABILITY INSURANCE • Occurrence Form • Bodily Injury and Property Damage • Personal Injury • Tenants' Legal Liability • Cross Liability Clause • Non-Owned Automobile	ABC Insurance Company Master Policy No. 1234567	2015/12/31	Per Occurrence \$10,000,000
LOSS PAYABLE:	1st Loss Payee – BCHMC, 1701 -4555 Kingsway, Burnaby, BC V5H 4V8 2nd Loss Payee – CMHC,		

This certificate certifies that policies of insurance as herein described have been issued to the insured(s) named above, are in full force and effective as of the effective date of the contract/permit/licence, and comply with the insurance requirements of the contract/permit/licence except as follows:

AGENT OR BROKER COMMENTS: <i>British Columbia Housing Management Commission and Provincial Rental Housing Corporation are added as Additional Insureds but only with respect to liability arising out of the operations of the Named Insured as noted above.</i>		
SIGNED BY THE AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S)		AGENT or BROKER NAME
John Smith, XYZ Insurance Co.		
DATE SIGNED		

Schedule “B”
Order To Pay

TO: **British Columbia Housing Management Commission (“BCHMC”)**

FROM: **«Borrower_Name» (the “Borrower”)**

RE: Mortgage (the “Mortgage”) in favour of BCHMC which charges the «tenure» interest of the Borrower in the following lands and premises: **«Property_Address»**, **«Property_City»**, BC, legally described as: **«PID_Legal_Description»** (the “Property”).

We hereby irrevocably authorize and direct you or your solicitors, to make advances secured by the Mortgage in the following manner:

1. To deduct any accrued interest (if applicable);
2. To pay to BCHMC any money owing under any proposal development funding loan, administration, legal, inspection and other fees or amounts payable to it;
3. To holdback or pay amounts required to satisfy statutory or contractual holdbacks directly to BCHMC’s solicitors to be used to satisfy lien claims and otherwise to be paid out at BCHMC’s direction;
4. To holdback or pay to BCHMC’s solicitors, on or before the final advance, an amount estimated to be required to fund remaining project costs, such funds to be paid out at BCHMC’s direction in respect of such costs as they are incurred;
5. To pay to the landlord of the Property rent required to be paid under a lease, if any;
6. To pay brokerage fees (if applicable);
7. At BCHMC’s discretion:
 - a) to pay any taxing authority, any taxes, levies, or rates due and accruing due;
 - b) to pay to the holder of any prior encumbrance the amount required to pay out and discharge the prior encumbrance;
 - c) to pay to any appraiser, contractor, engineer, subcontractor, surveyor, or supplier of material in respect of the Property;
 - d) if any advance or draw is to be made subject to a BCHMC condition, to pay to our solicitors, _____, in trust, any such advance; and
 - e) deposit the advances or any of them into the following bank account (**Voided blank cheque attached**):

Bank Account in the name of: _____

Name of banking Institution: _____

Address (include postal code) of banking Institution: _____

Account Number: _____

Dated at _____, the ____ day of _____, 20 ____.

«BORROWER_NAME»,
by its authorized signatory(ies):

Name:
Title:

Name:
Title:

SAMPLE

SCHEDULE C - CORPORATE / ENTITY

Loan No. _____

In order to satisfy government legislation, the following information is required as a condition for the successful Take-Out Lender to process the long term fixed rate mortgage. Please refer to Appendix A for assistance in completing the form. Where insufficient space, please attach a separate page.

A. Type of Relationship and Entity

Borrower _____ Beneficial Owner _____ Guarantor/Covenantor _____

Corporation _____ Partnership _____ Not-for-Profit _____ Trust _____ Other (Specify) _____

B. Corporate/Entity/Not-for-Profit Information

Legal Name of Entity _____

Business Address _____

Principal Contact _____ Email Address _____

Phone Number _____ Fax Number _____

Business Type _____

C. Directors of Corporation/Entity/Not-for-Profit

List all principal of the Entity, including Directors, Partners, Trustees, as the case may be:

Name of Director/Partner/Trustee	Description of Occupation and Nature of Business

D. Not-for-Profit Organization

If the entity is a not-for-profit organization, is the entity registered with Canada Revenue Agency?

If yes, please insert Business/Registration No. _____

If the entity is an unregistered not-for-profit organization, does it solicit donations
from the public? _____

E. Declaration

By signing this Information Form, the undersigned declares that the information provided herein is true and correct.

Authorized Signatory:

Signature _____

Date _____

Print Name _____

Title _____

Authorized Signatory:

Signature _____

Date _____

Print Name _____

Title _____

APPENDIX A
INSTRUCTIONS TO COMPLETE INFORMATION FORM

PART A

Place a checkmark to indicate if the entity is the borrower, beneficial owner of the borrower, guarantor or covenantor.

Place a checkmark next to the business form the entity takes.

PART B

Please complete the full legal name of the entity, its business address, principal contact name, email address, phone number during business hours and facsimile number and the nature of the entity's principal business.

PART C

Please list all of the Directors, Trustees or Limited and/or General Partners, as well as a description of each individual's occupation.

PART D

If the entity is a not-for-profit organization, indicate if it is registered with the Canada Revenue Agency and their Business/Registration number. If the entity is a not-for-profit organization and not registered with the Canada Revenue Agency, indicate whether the entity solicits donations from the public.

PART E

Corporate / Entity Borrower / Not-for-Profit

An authorized signatory of the corporate/entity borrower must sign where indicated, clearly print his or her name, title, and insert the date of execution.

SCHEDULE C-1 - SOLICITOR'S CERTIFICATE OF CLIENT IDENTIFICATION ("Certificate")

Loan No. _____ Property Address _____

Prior to disbursing funds, we require that you ascertain the identity of each mortgagor, covenantor/guarantor and signing officer in accordance with our instructions to Solicitor, and send this fully completed and signed Certificate to us. Each mortgagor, covenantor/guarantor and signing officer is required to be physically present at the time you ascertain his or her identity. If required by the Mortgage Commitment, funds may not be disbursed until we have received the Certificate. Attach a separate page if insufficient space.

(A) Individuals and corporate/other entity signing officers. Particulars of identification produced by each mortgagor, covenantor/guarantor, and, where applicable, signing officer.

<p>i.</p>	<p>Full Legal Name <i>Identification Viewed from Appendix "A": Acceptable Forms of Identification</i></p>	<p>Date of Birth</p>
	1. Type _____ Place of Issue _____	No. _____ Expiry Date. _____
	2 Type _____ Place of Issue _____	No. _____ Expiry Date. _____
ii.	Full Legal Name <i>Identification Viewed from Appendix "A": Acceptable Forms of Identification</i>	Date of Birth
	1. Type _____ Place of Issue _____	No. _____ Expiry Date. _____
	2 Type _____ Place of Issue _____	No. _____ Expiry Date. _____
iii.	Full Legal Name <i>Identification Viewed from Appendix "A": Acceptable Forms of Identification</i>	Date of Birth
	1. Type _____ Place of Issue _____	No. _____ Expiry Date. _____
	2 Type _____ Place of Issue _____	No. _____ Expiry Date. _____

(B) Corporations, Not-for-Profit and other entities; Particulars of information ascertained for each mortgagor, covenantor/guarantor, beneficial owner, which is a corporation, not-for-profit or other entity.

Legal Name of Corporation, Not-for-Profit or Other Entity

Type of Entity _____ Reg. No. _____

Type of Record _____

Source of the electronic version of the record, if applicable (must be a source which is accessible to the public):

Legal Name of Corporation, Not-for-Profit or Other Entity

Type of Entity _____ Reg. No. _____

Type of Record _____

Source of the electronic version of the record, if applicable (must be a source which is accessible to the public):

Legal Name of Corporation, Not-for-Profit or Other Entity

Type of Entity _____ Req. No. _____

Type of Record

Source of the electronic version of the record, if applicable (must be a source which is accessible to the public):

Certificate of Solicitor

I have complied with your instructions set out above and in the section of the Solicitor's Instructions entitled "Identification Verification Requirements".

Certified at _____ this _____ day of _____, 20_____.
(Handwritten signature)

Signature

Print Name

Identification Verification Requirements

Prior to disbursement of funds, we require you to ascertain the identity of each mortgagor, covenantor/guarantor, and where applicable, signing officer. Each mortgagor, covenantor/guarantor, and where applicable, signing officer (those who sign the security documentation) and beneficial owner must present to you for examination:

Two pieces of identification from the list of Acceptable Forms of Identification below

One of the ID documents must be photo identification. EXCEPTION: Customers over the age of 65 who do not have Photo ID may substitute it with another form of ID from the Acceptable Forms of Identification.

Where a corporation or other entity has more than three signing officers, you are required to ascertain the identity of only three of the signing officers.

No other form of identification is acceptable. All identification must be original, valid, legible, and not substantially damaged. Every mortgagor, covenantor/guarantor, signing officer, and beneficial owner is required to be physically present when you ascertain their identity. You must be satisfied that all parties who have attended before you to execute the mortgage documents are the same parties set out in our Commitment Letter. **Please provide photocopies of the identification.**

Our office must be immediately notified if you are unable to comply with these instructions and the reasons why.

Solicitors and Notaries Public outside of Canada hereby accept the appointment as agent for BC Housing Management Commission for the purpose of ascertaining the identity of the signatories of the security documentation.

Acceptable Forms of Identification

Any piece of identification issued by a **Canadian Government Body (Federal, Provincial or Municipal)** including but not limited to:

- a valid Driver's License
- Current Canadian Passport
- Certificate of Canadian Citizenship
- Certificate of Naturalization
- Permanent Resident Card
- Birth Certificate issued in Canada
- Old Age Security Card Issued by the Government of Canada
- Social Insurance Number
- Health Cards Issued by:
 - BC (Signature Only)
 - Alberta (No Picture of Signature)
 - Saskatchewan (No Picture of Signature)
 - Quebec (can be used only if client offers as ID)
 - New Brunswick (Signature Only)
 - Nova Scotia (Signature Only)
 - Newfoundland & Labrador (No Picture of Signature)

Valid foreign identification, if equivalent to an acceptable type of Canadian identification document, is also allowed (ie. a valid foreign passport).

Note: Health Cards issued by the Provinces of Ontario, Manitoba and Prince Edward Island are not acceptable forms of identification.

In addition, if the borrower is a corporation or other entity, please provide the following:

ID for Corporations

Copy of most recent annual report filed with the Registrar of Companies or current Corporate Search confirming the Borrower's existence and containing the names of the directors.

ID for Partnerships

- Copy of Certificate of Partnership and Partnership Agreement

Formal Trust

- Copy of Trust Deed, including all revisions

Not for Profit- (Unincorporated Bodies)

Copy of Charter or Articles of Association

Schedule “D”

Definitions

The following terms used in the Loan Commitment Letter shall have the following meanings:

“Approved Budget” means the finalized cost and construction and operating budgets and timetable detailing all hard and soft costs associated with the development and construction of the Project in accordance with the Approved Plans, as approved by BCHMC and its payment certifier or quantity surveyor, as applicable;

“Approved Plans” means the finalized plans, specifications, drawings, timetables, reports, and recommendations for the Project which have been approved by BCHMC and its payment certifier or quantity surveyor, as applicable;

“CMHC” means Canada Mortgage and Housing Corporation;

“Contractors” means all contractors engaged for the Project pursuant to the Construction Contracts;

“Construction Contracts” means the construction contracts in respect of the Project entered into between the Borrower and the Contractors, which construction contracts will be in the form of CCDC standard contracts, as amended from time to time, with BCHMC’s Supplementary General Conditions;

“CRA” means Canada Revenue Agency;

“First Advance” means the first advance of the principal amount under the Loan made by BCHMC;

“Fixed Rate” means the rate of interest that BCHMC obtains through a competitive bidding and selection process conducted and approved by BCHMC for a Take-Out Lender or, in the absence of such selection, such other rate as BCHMC shall advise the Borrower from time to time;

“GST” means goods and services tax;

“Hazardous Substance” means any substance defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term, by any applicable federal, provincial or local statute, regulation or ordinance now or in the future in effect, or any substance or materials, the use or disposition of which is regulated by any such statute, regulation or ordinance;

“Initial Take-Out Date” means the first Take-Out Date following the Last Advance;

“Interest Adjustment Date” means the first day of the month following the month in which the Last Advance is made by BCHMC, or the date of the Last Advance if that date is the first day of the month;

“Last Advance” means the last advance of the principal amount under the Loan made by BCHMC;

“Legal Requirements” means any law, statute, code, ordinance, order, award, judgment, decree, injunction, rule, regulation, authorization, consent, approval, order, permit, licence, direction or requirement of any government authority;

“Loan” means the authorized amount set forth in Section 3.1;

“Loan Commitment Letter” means the Loan Commitment Letter to which this Schedule “D” is attached and all other schedules attached thereto, as they may be amended, supplemented or replaced from time to time;

“PDF Loan” means a predevelopment funding loan;

“Project Completion” means the issuance of a full, final and unconditional occupancy permit;

“Purchase and Sale Agreement” means the Purchase and Sale Agreement dated for reference ♦ between ♦ and ♦, whereby ♦ agreed to sell and ♦ agreed to purchase, those lands and improvements located at ♦; *[NTD: insert this if the Borrower will enter into a Purchase and Sale Agreement. Remove if not applicable.]*

“RBC Prime Rate” means the floating annual rate of interest established and recorded by Royal Bank of Canada from time to time as a reference rate for purposes of determining rates of interest it shall charge on loans denominated in Canadian dollars made in Canada;

“Take-Out Date” means the date to be determined by BCHMC, in its sole discretion, as the date the Take-Out Lender commences long term financing of the Loan and includes the Initial Take-Out Date;

“Take-Out Lender” means one or more third party lenders with whom BCHMC will arrange financing on behalf of the Borrower for the Loan once construction of the Project is complete and until the Loan is repaid in full;

“Take-Out Loan” means the Loan in an amount approved by BCHMC that will be subject to long term financing with a Take-Out Lender; and

“Variable Rate” means, for each calendar month from and including the calendar month in which the First Advance is made until the Loan is repaid in full, an interest rate calculated as a weighted average of the interest charged by the Ministry of Finance of the Government of British Columbia to BCHMC plus administration spread of up to 0.5625% and, in any event, not more than the RBC Prime Rate plus 1.00%.

**REPORT TO HOSPITALS AND HOUSING COMMITTEE
MEETING OF WEDNESDAY, DECEMBER 3, 2025**

SUBJECT Swanlea Redevelopment – Preliminary Development Funding Loan

ISSUE SUMMARY

BC Housing Management Commission (BCHMC) requires a Resolution of Directors (Appendix A) from the Capital Region Housing Corporation (CRHC) Board to authorize the execution of the mortgage documents and related security in favour of BCHMC, in connection with the preliminary development funding (PDF) loan for the Swanlea redevelopment project, at 898 Sevenoaks Road in the District of Saanich (Saanich).

BACKGROUND

The CRHC Major Capital Plan (2026-2030) includes a 2026 budget allocation of \$15.4 million (M) to advance the Swanlea Redevelopment project, which received a provisional Community Housing Fund (CHF) award in April 2024.

As part of the CHF process, BCHMC provided an initial unsecured PDF loan of \$499 thousand (K) in June 2024, which is the typical maximum value of unsecured PDF. BCHMC requires that any PDF loan exceeding \$500K be secured on title, consistent with the terms of the draft Loan Commitment Letter (LCL), included with this report as Appendix B. The total cost to advance the project through development and pre-construction is approximately \$1.6M, which can be financed through a secured BCHMC PDF loan.

The redevelopment will replace the existing 14 townhomes with approximately 134 new affordable rental homes across two, six-storey wood-framed buildings. A Delegated Development Permit Application was submitted to Saanich in June 2025 through the Rapid Deployment of Non-Market Housing process, with demolition and construction targeted to begin in Q3 2026.

ALTERNATIVES

Alternative 1

The Hospitals and Housing Committee recommends to the Capital Region Housing Corporation Board:

1. That the Resolution of Directors for the Repayable Mortgage in the form required by BC Housing Management Commission for the purposes of authorizing the execution of the Loan and Mortgage documents for the Swanlea Redevelopment project (PID 002-154-536), substantially in the form as attached hereto as Appendix A, be approved; and
2. That Edward Robbins, Chief Administrative Office, and Nelson Chan, Chief Financial Officer, or their duly authorized delegates, or any two directors or officers of the Corporation be authorized to do all things necessary to affect the project and take such steps as are required to conclude the financing, construction, and operation of the Swanlea Redevelopment project, conditional on Final Project Approval.

Alternative 2

That this report be referred back to staff for additional information based on Hospitals and Housing Committee direction.

IMPLICATIONS

Financial Implications

The proposed demand, non-revolving PDF loan is for up to \$1.6M to fund development and pre-construction activities such as design, due diligence, consultant fees, municipal approvals, and legal costs. The loan will be secured by a first-priority mortgage and related security in favour of BCHMC, consistent with standard BCHMC financing requirements as outlined in the draft LCL.

The previously approved unsecured PDF loan of \$499K will be repaid from the first advance of the secured loan. With provisional CHF award, it is anticipated that BCHMC will provide an interim construction loan through the Final Project Approval (FPA) process in Q3 2026. The PDF loan is repayable on demand and will be fully discharged upon the registration of the interim construction mortgage and repayable from the first construction draw.

As with all BCHMC secured PDF loans, repayment can be demanded at any time. A default could occur if CRHC fails to follow the loan terms, such as missing a repayment when demanded, abandoning the project, or failing to meet other key obligations. If a default occurs and CRHC cannot repay the loan, BCHMC may enforce its security, including taking rents, or, as a last resort, selling the property, although such action is considered unlikely and typically preceded by efforts to refinance or restructure.

Advances are conditional on satisfaction of BCHMC's standard due-diligence requirements, including insurance, appraisal, and environmental review. Interest will accrue, only on amounts advanced, at BCHMC's preferred variable rate and compounded monthly. In September 2025, the preferred rate was 3.08%. A non-refundable commitment fee of approximately \$16K, being equal to 1.00% of the loan amount, will apply, along with the borrower's responsibility for all legal and closing costs.

Staff reviewed alternative borrowing options, including a short-term loan through the Municipal Finance Authority (MFA), and determined that BCHMC financing offers the most favorable rate. In September 2025, the posted short-term financing rate for MFA was 3.23%. An independent appraisal confirmed a land value of \$3.5M, which is sufficient to secure the loan and support cash flow through FPA and transition to construction financing.

CONCLUSION

The proposed secured PDF loan from BCHMC provides the necessary financial mechanism to advance the Swanlea Redevelopment project from pre-construction through to FPA in 2026. Approval of the Resolution of Directors will enable registration of the required mortgage, allowing CRHC to access up to \$1.6M in development funding at favorable terms. This financing approach aligns with CRHC's Major Capital Plan (2026-2030) and supports the timely delivery of approximately 134 new affordable rental homes in Saanich.

RECOMMENDATION

The Hospitals and Housing Committee recommends to the Capital Region Housing Corporation Board:

1. That the Resolution of Directors for the Repayable Mortgage in the form required by BC Housing Management Commission for the purposes of authorizing the execution of the Loan and Mortgage documents for the Swanlea Redevelopment project (PID 002-154-536), substantially in the form as attached hereto as Appendix A, be approved; and

2. That Edward Robbins, Chief Administrative Office, and Nelson Chan, Chief Financial Officer, or their duly authorized delegates, or any two directors or officers of the Corporation be authorized to do all things necessary to affect the project and take such steps as are required to conclude the financing, construction, and operation of the Swanlea Redevelopment project, conditional on Final Project Approval.

Submitted by:	Don Elliott, MUP, Senior Manager, Regional Housing & CRHC
Concurrence:	Kevin Lorette, P. Eng., MBA, General Manager, Housing, Planning and Protective Services
Concurrence:	Nelson Chan, MBA, FCPA, FCMA, Chief Financial Officer & General Manager, Finance & Technology
Concurrence:	Ted Robbins, B. Sc., C. Tech., Chief Administrative Officer

ATTACHMENTS:

Appendix A: Draft Resolution of Directors
Appendix B: Draft Loan Commitment Letter

CAPITAL REGION HOUSING CORPORATION
(the "Borrower")

RESOLUTION OF DIRECTORS

"WHEREAS the Borrower owns the property at 898 Sevenoaks Road, Victoria BC, legally described as:

PID: 002-154-536; LOT A, PLAN VIP42844, SECTION 49, VICTORIA LAND DISTRICT
(the "Property")

and proposes to construct and operate a housing project on the Property (the "Project") with the financial support of the British Columbia Housing Management Commission ("BCHMC") in the form of a repayable mortgage loan for predevelopment costs, including but not limited to design and municipal approval work, in respect of the Project; and

WHEREAS the Borrower needs to borrow money in order to facilitate the predevelopment work required for the Project, and to that end intends to enter into a loan commitment letter with BCHMC (the "Loan Commitment Letter");

BE IT RESOLVED THAT:

1. The Borrower borrow up to a maximum amount of \$1,584,245 by way of a repayable demand loan secured by a mortgage of the Property, to facilitate the predevelopment work required for the Project, and grant to BCHMC such covenant restricting the eventual use of the Property as may be required under the Loan Commitment Letter;
2. The Borrower execute and deliver all documents required by BCHMC or the Provincial Rental Housing Commission ("PRHC"), in such form and containing such terms, covenants, provisos and conditions as are satisfactory to or required by them, including without limitation a Section 219 covenant, an option to purchase, a mortgage, an assignment of rents, a security agreement or an assignment of project agreements (and any assignments, modifications and assumptions thereto as approved by BCHMC); and
3. That Edward Robbins, Chief Administrative Officer or Nelson Chan, Chief Financial Officer, or their respective duly authorized delegates, together or with any one officer or director of the Borrower, for and on behalf of the Borrower, be and are hereby authorized to execute and deliver under the seal of the Borrower or otherwise, all such deeds, documents and other writings and to do such acts and things in connection with the Property and the Project as they, in their discretion, may consider to be necessary or desirable for giving effect to this resolution and for the purpose of fulfilling the requirements of BCHMC, or PRHC."



Home Office
1701 – 4555 Kingsway
Burnaby, BC V5H 4V8
Phone 604-433-1711
Fax 604-439-4722
www.bchousing.org

«LCL_DATE»

File: «File»/«PR»/«BU»

«Borrower_Name»

«Borrower_Address»

«Borrower_City», «Borrower_Province» «Borrower_Postal_Code»

Dear Sir or Madam:

Re: Loan Commitment Letter

Repayable mortgage charging the «tenure» interest of «Borrower_Name» in
«Property_Address», «Property_City», BC

British Columbia Housing Management Commission (“BCHMC”) is pleased to confirm that it will make available to «Borrower_Name» a «mortgage_ranking» priority repayable mortgage loan for the of a «Unit» («Unit») unit project (the “Project”) on the following lands and premises, subject to the terms and conditions contained in this Loan Commitment Letter, and subject to all legal matters and documentation being to the complete satisfaction of BCHMC and its solicitors:

Civic Address:

«Property_Address»,
«Property_City»

(the “Property”).

Legal Description:

«PID_Legal_Description»

1. Borrower

«Borrower_Name» (the “Borrower”).

2. Schedules

- 2.1. The capitalized terms used in this Loan Commitment Letter will have the meanings given to such terms either in the body of this Loan Commitment Letter or in the attached Schedule “D”, whichever is applicable.
- 2.2. Schedule “A” through “D” and any additional schedules and all provisions thereof are incorporated into and will form an integral part of this Loan Commitment Letter.

3. Loan and Take-Out Loan Amounts

- 3.1. Demand non-revolving of «Loan_Amount» (the “Loan”) is the maximum loan amount approved by BCHMC. The Borrower acknowledges and agrees that «Loan_Amount» is the maximum loan amount approved by BCHMC during the interim phase of the Project. The maximum CMHC insured mortgage approved by BCHMC is not to exceed «Takeout_Amount». Upon completion of the Project, the loan amount of this mortgage will be reduced from «Loan_Amount» to an amount not exceeding «Takeout_Amount» (the “Take-Out Loan”). Holdbacks for deficiencies, builders’ liens, or soft costs may be held by BCHMC until the appropriate time. The holdbacks will earn interest at the rate equivalent to the rate paid by the provincial offset interest program (presently the RBC Prime Rate minus 1.80%).
- 3.2. The Loan does not constitute a commitment by BCHMC for any additional capital, operating or support funding.
- 3.3. The final amount of the Take-Out Loan will be set on the Interest Adjustment Date and will be based on, among other things, the maximum amount that can be debt serviced from the available stabilized net operating income from the Project and the projected interest rate as of the Interest Adjustment Date.

4. Availability of Advances

- 4.1. So long as there are no Events of Default which are continuing and upon satisfaction of the conditions precedent to the availability of advances set out in Section 13 below, the Loan will be made available to the Borrower by way of direct advances from time to time but not more frequently than once per month and on a work in place and cost expended basis.

[NTD for refinance/purchase with renovation: remove 4.1 above in its entirety and replace with the following:

4.1 So long as there are no Events of Default which are continuing and upon satisfaction of the conditions precedent to the availability of advances set out in Section 13 below, the Loan will be made available to the Borrower on the following basis:

- (a) *the First Advance in one lump sum in an amount not to exceed \$◆ to assist [in financing the Borrower’s acquisition of the Property] OR [the Borrower in refinancing and repaying the Borrower’s existing indebtedness owed to ◆]; and*
- (b) *the balance of the Loan by way of direct advances from time to time but not more frequently than once per month and on a work in place and cost expended basis.]*

- 4.2. The First Advance must be made on or before «First_Advance_Date» and the Last Advance must be made on or before «Final_Advance_Date».
- 4.3. BCHMC previously authorized the advance of a PDF Loan in the amount of up to «PDF_Loan_Approved». The PDF Loan must be repaid from the First Advance.
- 4.4. Prior to the First Advance, the Borrower must complete and return to BCHMC the Order to Pay attached as Schedule “B” to this Loan Commitment Letter.

5. **Repayment**

- 5.1. All amounts outstanding under or in respect of the Loan will become due and be payable by the Borrower to BCHMC on demand.
- 5.2. Without limiting in any way BCHMC’s right to at any time make demand for payment of any or all of the Loan:
 - (a) prior to the Initial Take-Out Date, the Borrower shall pay interest on the portion of the Loan advanced, calculated monthly; and
 - (b) the Loan, and all amounts outstanding owed to BCHMC arising under or in connection with this Loan Commitment Letter and the Security Documents (as defined below), will in any event be repaid in full by the Initial Take-Out Date from the proceeds of the Take-Out Loan provided by the Take-Out Lender on the Initial Take-Out Date.
- 5.3. Subject to Section 8.3 hereof, from and after the Initial Take-Out Date, the Borrower shall make payments of principal and interest in such amounts and manner as directed by the Take-Out Lender.
- 5.4. The Borrower acknowledges that the Loan amount set forth in Section 4.1 above includes a budgeted amount for interest payments and agrees that BCHMC may, and authorizes BCHMC to, deduct any interest payable under the Loan, when due, from the unadvanced principal of the Loan (if any). Notwithstanding the foregoing, interest payments for the Loan remain the responsibility of the Borrower.
- 5.5. All payments to be made by the Borrower under this Loan Commitment Letter will be made by the Borrower at the address of BCHMC set out on the first page of this Loan Commitment Letter or at such other place as BCHMC may direct from time to time.
- 5.6. The obligation of the Borrower to make all payments under this Loan Commitment Letter and the Security Documents will be absolute and unconditional and will not be limited or affected by any circumstance, including without limitation any set off, compensation or counter-claim the Borrower may have or assert against BCHMC or a Take-Out Lender or any insolvency, bankruptcy, reorganization or similar proceedings by or against the Borrower.

6. Prepayment

- 6.1. The Borrower is permitted to make full or partial repayment of the Loan at any time during the term of the Loan.
- 6.2. The Borrower is not permitted to make full or partial prepayment of the Take-Out Loan at any time during a term of the Take-Out Loan. For greater certainty, this prohibition will apply to all successive terms of the Take-Out Loan that may be entered into by the Borrower upon the renewal of the Take-Out Loan with a Take-Out Lender.

7. Interest Rate

- 7.1. Prior to the Initial Take-Out Date, interest is payable on the monthly balance of principal outstanding under the Loan from time to time at a rate equal to the Variable Rate until the Loan is repaid in full.
- 7.2. From and after the Initial Take-Out Date, interest is payable on the monthly balance of principal outstanding under the Take-Out Loan from time to time at a rate equal to the Fixed Rate until the Take-Out Loan is repaid in full.
- 7.3. Interest payable under the Loan at the Variable Rate will be calculated and compounded monthly, not in advance, from the date of advance, both before and after demand, default and judgment, until actual payment is made.
- 7.4. Interest payable under the Take-Out Loan at the Fixed Rate will be compounded semi-annually, not in advance, from the date of advance, both before and after demand, default and judgment, until actual payment is made.
- 7.5. The Variable Rate and the Fixed Rate are the highest rates that will be charged to the Borrower. If BCHMC is able to secure lower interest rates, the savings will be passed on to the Borrower. During construction of the Project, the actual fluctuating rate being charged under the Loan will be specified when the Borrower receives confirmation of each construction draw.

8. Take-Out Date

- 8.1. After the Last Advance, BCHMC will make arrangements with a Take-Out Lender to provide financing in the amount of the Take-Out Loan, commencing on the Initial Take-Out Date. The Borrower agrees that the Initial Take-Out Date will be determined and the Take-Out Lender will be selected by BCHMC in its sole discretion.
- 8.2. After the Initial Take-Out Date and prior to the expiry of each successive term of the Take-Out Loan, BCHMC will make arrangements with a Take-Out Lender to provide financing in the amount of the Take-Out Loan, commencing on the Take-Out Date. The Borrower agrees that in respect of the applicable renewal term of

the Take-Out Loan, the Take-Out Date will be determined and the Take-Out Lender will be selected by BCHMC in its sole discretion.

- 8.3. The Borrower hereby irrevocably directs and authorizes BCHMC to arrange on its behalf long term financing with the Take-Out Lender on terms acceptable to BCHMC in its sole discretion for so long as the Loan or the Take-Out Loan, as applicable, remain outstanding. The Borrower agrees to abide by the terms and conditions for renewal of the Loan or the Take-Out Loan, as applicable, that may be contained in the Contribution Agreement or are otherwise prescribed by BCHMC from time to time.
- 8.4. BCHMC will select the Take-Out Date and the Take-Out Lender to obtain the best interest rate as determined by BCHMC's economic forecasts and predictions of future interest rate changes. This may result in a loan term greater than one year but in no event will the term of the Take-Out Loan be less than one year.
- 8.5. Once BCHMC has selected the Take-Out Date and the Take-Out Lender, the Borrower will then be advised of the Fixed Rate and the Borrower agrees to complete, sign and return all documents required by BCHMC and the Take-Out Lender to complete the take out process, including but not limited to:
 - (a) the Corporate/Entity Information Sheet, attached as Schedule "C", and the Solicitor's Certificate of Client Identification, attached as Schedule "C-1", or such other client identification documents as may be required by the Take-Out Lender, for the take-out process; and
 - (b) a modification of mortgage to reflect the Take-Out Lender, Fixed Rate, term and Take-Out Loan amount, as applicable.

9. Forgivable Mortgage

If in conjunction with the Loan BCHMC authorizes grant funds (the "**Forgivable Loan**") to be provided to the Borrower and to be secured by a forgivable mortgage (the "**Forgivable Mortgage**") from the Borrower in favour of BCHMC charging the «tenure» interest of the Borrower to the Property, the Borrower hereby acknowledges and agrees as follows:

- 9.1. prior to the Initial Take-Out Date, the final amount of the Loan may be increased to account for a required corresponding decrease in the amount of the Forgivable Loan secured by the Forgivable Mortgage, all in consultation with the Borrower;
- 9.2. the Borrower agrees to complete, sign and return all documents required by BCHMC to increase the amount of the Loan and decrease the amount of the Forgivable Loan, including but not limited to:
 - (a) amendments to the Loan Commitment Letters previously issued by BCHMC in respect of each of the Loan and the Forgivable Loan;

- (b) a modification of the mortgage securing the Loan, as granted by the Borrower pursuant to Section 12.8 below, to increase the principal amount secured thereunder; and
- (c) a modification of the Forgivable Mortgage to decrease the principal amount secured thereunder.

[INTD: Remove the above section “Forgivable Mortgage” in its entirety if there is no forgivable mortgage for this Project..]

10. Amortization

«Amortization» years.

11. Fees

- 11.1. The Borrower will pay to BCHMC a non-refundable commitment fee of «Loan_Commitment_Fee», being equal to 1.00% of the Take-Out Loan amount (the “**Commitment Fee**”), which fee will be deemed to be earned upon issuance of this Loan Commitment Letter and will be paid by the Borrower to BCHMC on or before the Initial Take-Out Date. In the event that the aggregate amount outstanding in respect of the Loan based on advances of the Loan made from time to time is less than the Loan amount set forth in Section 4.1 above, BCHMC may, in its sole and unfettered discretion, reduce the Commitment Fee accordingly. In the event that the aggregate amount outstanding in respect of the Loan based on advances of the Loan made from time to time and accrued interest remaining unpaid is more than the Loan amount set forth in Section 4.1 above, BCHMC may, in its sole and unfettered discretion, increase the Commitment Fee accordingly. The final amount of the Commitment Fee will be confirmed by BCHMC by e-mail to the Borrower upon request by the Borrower to BCHMC.
- 11.2. CMHC loan insurance fee in the amount of \$75.00 per residential unit to a maximum of \$5,000.00 will also be paid by the Borrower and included in the Approved Budget.
- 11.3. The Commitment Fee, or any portion thereof, collected by BCHMC in connection with the Loan will be retained by BCHMC as consideration for the time, effort and expense incurred by it in reviewing documents and setting up the Loan. The Borrower acknowledges and agrees the Commitment Fee, or any portion thereof, collected by BCHMC represents a fair and reasonable estimate of the costs incurred by BCHMC.

12. Security

The Loan and the obligations and liabilities of the Borrower under this Loan Commitment Letter will be evidenced and secured by the following documents (collectively, the “**Security Documents**”) completed and, where necessary, registered in a form and manner satisfactory to BCHMC and its solicitors in their sole discretion:

- 12.1. borrowing resolution from the directors of the Borrower, which shall include authorization for the long term financing from the Take-Out Lender;
- 12.2. special resolution of the members of the Borrower which shall include authorization for the long term financing from the Take-Out Lender; *[NTD: only include if a society or a co-operative.]*
- 12.3. an executed sixty (60) year *[NTD: amend lease term if applicable.]* land lease of the Property with the «Landlord_Name» as landlord and the Borrower as tenant; *[NTD: amend as necessary; remove if not leasehold.]*
- 12.4. a section 219 no build covenant in favour of BCHMC charging the «tenure» interest of the Borrower in the Property;
- 12.5. a section 219 covenant in favour of BCHMC (HPA) to restrict sales for ten (10) years;
- 12.6. a section 219 affordable rental covenant in favour of BCHMC charging the «tenure» interest of the Borrower in the Property and restricting the use of the Property to rentals for a minimum period of ten (10) years;
- 12.7. an option to purchase in favour of Provincial Rental Housing Corporation charging the «tenure» interest of the Borrower in the Property;
- 12.8. a «Loan_Amount» «mortgage_ranking» priority mortgage from the Borrower in favour of BCHMC charging the «tenure» interest of the Borrower in the Property;
- 12.9. a «mortgage_ranking» priority assignment of rents from the Borrower in favour of BCHMC charging the «tenure» interest of the Borrower in the Property;
- 12.10. a \$_____ [ranking] priority mortgage from the Borrower in favour of BCHMC charging the «tenure» interest of the Borrower in the Property; *[NTD: insert if there is a forgivable mortgage for the Project.]*
- 12.11. a priority and standstill agreement with the holder of mortgage ♦ and assignment of rents ♦ (together, the “**Prior Charge**”); *[NTD: Remove if not requesting existing lenders to grant BCH mortgage priority over the existing mortgage(s).]*
- 12.12. the discharge of Mortgage _____, modified by _____ and _____, and Assignment of Rents _____ and related Personal Property Security Act (“PPSA”) security agreement registration (together, the “**PDF Loan Security**”) following the repayment to BCHMC, from the first advance of the Loan, of all amounts secured by the PDF Loan Security; *[NTD: Applicable if there is an existing PDF loan mortgage which will be paid from the first advance of this loan and discharged. Amend or remove as applicable.]*
- 12.13. a «mortgage_ranking» priority location specific security agreement from the Borrower creating a security interest by way of a fixed charge over the Borrower’s

- right, title and interest in any and all present and after-acquired personal property situate at, arising from or used in connection with the Property or the Project;
- 12.14. an assignment agreement from the Borrower in favour of BCHMC, which agreement will, among other things and on terms and conditions acceptable to BCHMC, assign to BCHMC all of the Borrower's right, title and interest in, to and under:
- (a) the Construction Contracts;
 - (b) all other service or material supply contracts, development agreements, plans, drawings, designs and specifications in respect of the Project; and
 - (c) all related benefits, warranties and guarantees with respect to the contracts, agreements and documents set out in Sections 12.14(a) and 12.14(b) above;
- 12.15. equitable mortgage and estoppel agreement from «Registered_Owner» and «Beneficial_Owner»; *[NTD: to be included if there is a trust relationship between the registered owner and beneficial owner. Will need to amend security documents to clarify security from registered owner versus security from beneficial owner. Both should be borrowers]*
- 12.16. assignment, postponement and subordination agreements from ♦, acknowledged by the Borrower *[NTD: name of shareholders or limited partners applicable for corporate or partnership borrowers. On a project by project basis this can be required from all related corporate entities and principals to which the Borrower could have debt obligations. IF THIS SECURITY WAS NOT MENTIONED IN EXCOM, GET DM's WRITTEN CONSENT TO ADD THIS REQUIREMENT AS PART OF THE SECURITY SO THAT BCHMC SOLICITOR WILL PREPARE THESE AGREEMENTS.];*
- 12.17. if the Borrower's interest in the Property is leasehold, estoppel certificate from the landlord of the Property;
- 12.18. a lease approved by BCHMC and its solicitors based on a standard form of ground lease pre-approved by CMHC;
- OR*
- CMHC policy exceptions approval for the non-compliant lease in favour of the Borrower; and
- 12.19. all such other certificates, documents, opinions and priority agreements as BCHMC or its solicitors reasonably require.

13. Conditions Precedent to the Availability of Advances

- 13.1. On or before the date of the First Advance, BCHMC will have received in form and substance satisfactory to BCHMC, its payment certifier, quantity surveyor or its solicitors:
- (a) this Loan Commitment Letter (including Schedule “B” Order to Pay and Schedule “C” Corporate Entity Sheet and Schedule “C-1” Solicitor’s Certificate of Client Identification), executed and delivered by the Borrower;
 - (b) the Security Documents completed and, where necessary, registered at all appropriate registration offices;
 - (c) the discharge of Mortgage _____ and Assignment of Rents _____ and related Personal Property Security Act (“PPSA”) security agreement registration and the discharge of Mortgage _____ and Assignment of Rents _____ and related PPSA security agreement registration, by way of solicitor’s undertakings satisfactory to BCHMC’s solicitors, acting reasonably; *[NTD: Applicable if there are existing mortgage and AOR in favour of a third party. Remove if not applicable]*
 - (d) the Contribution Agreement, executed and delivered by the Borrower;
 - (e) confirmation of insurance arranged by the Borrower conforming to BCHMC’s requirements as specified in this Loan Commitment Letter under the heading “Insurance” below;
 - (f) confirmation that CMHC mortgage insurance is in force;
 - (g) a title review for the Property, including a satisfactory review of all legal notations, encumbrances, liens and charges noted on title and approval of all charges to be placed on title for the Property;
 - (h) confirmation that the Borrower’s incorporation agreement and articles comply with the requirements of BCHMC; *[NTD: only include if a company]*
 - (i) confirmation that the Borrower’s comply with the requirements of BCHMC or if BCHMC determines that amendments are required to the Borrower’s , the Borrower must:
 - i. amend its , as applicable, in accordance with BCHMC’s requirements and file the applicable amended with the BC Registrar of Companies and provide confirmation to BCHMC to its satisfaction that the applicable amended have been accepted for registration; and

- ii. if the Borrower's bylaws require that a special resolution approving the borrowing of the Loan and the Take-Out Loan by the members of the Borrower be passed and filed the Borrower must immediately:
 - A. file a transition application with the BC Registrar of Companies (if an application has not already been filed) and provide confirmation to BCHMC to its satisfaction that the transition application has been accepted for registration; and
 - B. amend its bylaws to remove the filing requirement, file the amended bylaws with the BC Registrar of Companies and provide confirmation to BCHMC to its satisfaction that the amended bylaws have been accepted for registration;

[NTD: Remove 13.1(i) in its entirety if the Borrower is a Company. Remove 13.1(ii)(A)& (B) if the Borrower is a Co-operative.]

- (j) if a trust relationship exists in respect of the Borrower's ownership of the Property, copies of all instruments and documents relating to the trust relationship between the Borrower and any other party, such instruments and documents to be in form and substance satisfactory to BCHMC and its solicitors, together with any additional security documents as BCHMC and its solicitors reasonably require;
- (k) if the Borrower's interest in the Property is leasehold, a copy of the fully executed lease;
- (l) an appraisal (the "**Appraisal**") prepared by an accredited appraiser in accordance with the Canadian Uniform Standards of Professional Appraisal Practice, and in the event that the Appraisal has not been prepared for BCHMC and CMHC and is not addressed to BCHMC and CMHC, a transmittal/reliance letter, in a form acceptable to BCHMC, from the appraiser, confirming that the Appraisal is valid and can be relied upon by BCHMC and CMHC for the purposes of the insured loan, and that the Appraisal is suitable for mortgaging purposes;
- (m) a geotechnical investigation and report (soil test) in respect of the Property;
- (n) for Property with more than six (6) units, an environmental site assessment audit (the "**ESA Report**") of the Property prepared by an environmental consultant and confirming results satisfactory to BCHMC and CMHC for the purposes of the insured loan, must be provided to BCHMC, which audit will include, among other things:
 - i. an ESA Report that conforms to the relevant Canadian Standards Association (CSA) standard. The report must be performed by an experienced assessor with qualifications established by the CSA and the relevant laws. For insured loan purposes, CMHC requires the assessor to carry errors and omissions insurance (or professional

- liability insurance) which covers liabilities associated with environmental site assessment activities;
- ii. a Phase I environmental assessment of the Property carried out in accordance with CSA standard or, if required by BCHMC, a Phase II environmental assessment of the Property;
 - iii. if a Phase II environmental assessment of the Property is required, the environmental consultant must conclude that there is no evidence of soil or water contamination in connection with the Property. The environmental consultant must provide a clear opinion that the soil and ground water samples do not contain contaminants in concentrations which exceed the applicable environmental quality criteria for residential use;
 - iv. details of any remediation required to permit the Property to be used for the purposes referred to under this Loan Commitment Letter;
 - v. estimates of the costs associated with and time to complete such remediation referred to above, including the obtaining of any necessary certificates of compliance from the Ministry of the Environment or other applicable government authority;
 - vi. for contaminated site that has been remediated, the ESA report must include a professional opinion confirming that the site has been remediated in compliance with the standards and policies of the applicable authorities having jurisdiction, and the soil and water no longer have contaminants, in levels or amounts which exceed the residential criteria of the applicable authorities having jurisdiction. If remediation is ordered by the provincial or territorial environmental authority, CMHC will require confirmation by that authority that their requirements have been complied with, and that there are no outstanding concerns;
 - vii. for remediated sites or sites which require a risk management plan, a copy of the ESA Report is to be submitted to CMHC along with confirmation of compliance;
 - viii. Site Registry search to be performed by the environmental consultant; and
 - ix. environmental consultant to provide written confirmation that environmental issues noted in the Site Registry have been resolved, cleaned up or remediated to government requirements.
- (o) in the event that the ESA Report has not been prepared for BCHMC and CMHC and is not addressed to BCHMC and CMHC, a transmittal/reliance letter is required. The transmittal/reliance letter must be in a form acceptable to BCHMC and CMHC from the applicable environmental consultant, confirming that the ESA Report is valid and expressly state that

it can be relied upon by BCHMC and CMHC for the purposes of the insured loan and mortgage;

- (p) a sketch of survey and surveyor's certificate or a building location certificate prepared by a registered land surveyor approved by BCHMC in respect of the Property confirming the Property boundaries, location of any buildings and other improvements on the Property (including foundations and overhangs) located within five (5) metres of the Property boundaries, location of all easements, statutory rights of ways and covenant areas and that any adjacent buildings or other improvements do not encroach upon the Property;
- (q) copies of all final plans and specifications for the construction of the Project;
- (r) copies of all municipal building permits, development agreements and all other approvals by regulatory authorities required for the construction of the Project;
- (s) detailed cost and construction budget and timetable, which will, among other things, confirm the capital costs for the Project for the estimated «Construction_Period» («Construction_Period») month construction period is not greater than «Capital_Costs»;
- (t) waste management plan worksheet and waste diversion target;
- (u) written confirmation supported by such documentary evidence as required by BCHMC of cash equity having been or to be injected in the Project by the Borrower of a value equal to not less than «Society_Equity» (exclusive of the attributed value of the Property);
- (v) confirmation of all equity funding in writing, along with such supporting documentation to evidence same as BCHMC requires, in its sole discretion;
- (w) evidence that all property taxes with respect to the Property have been paid in full;
- (x) copies of the filed *Empty Homes Tax* (vacancy tax) property status declarations for the last and current reporting periods with respect to the Property and evidence that any vacancy taxes have been paid in full; **[NTD: only applicable in the City of Vancouver.]**
- (y) copies of all of the Construction Contracts and a review of all of the Contractors to determine their level of experience, reputation, financial capacity and ability to complete their applicable Construction Contract;
- (z) an original copy, or a notarized copy, of a performance bond in the amount of 50% of the value of the improvements to be constructed on the Property

and in the form “CCDC Document 221 (2002) Performance Bond”, as the form may be amended or replaced from time to time;

- (aa) an original copy, or a notarized copy, of a labour and material payment bond in the amount of 50% of the value of the improvements to be constructed on the Property and in the form “CCDC Document 222 (2002) Labour and Material Payment Bond”, as the form may be amended or replaced from time to time;
- (bb) confirmation that the prime Contractor for the Project is registered with the Licensing & Consumer Services Office as a licensed residential builder, such confirmation to include such contractor’s residential building license number and expiry date;
- (cc) evidence of construction and building warranty for the Project pursuant to the New Home Warranty Program, or if the Project is exempt from the requirement to provide home warranty, proof of exemption;
- (dd) confirmation of satisfaction of and compliance with requirements of the *Homeowner Protection Act* (British Columbia) and any regulations thereto;
- (ee) confirmation from CRA if the Borrower is registered as a charitable organization for the purposes of tax and other rebates;
- (ff) unless otherwise agreed to by BCHMC, audited financial statements for the Borrower for the three years preceding the date hereof, or for such other period as required by BCHMC;
- (gg) Purchase and Sale Agreement must be to the satisfaction of BCHMC and its solicitors. *[NTD: if the Borrower will enter into a Purchase and Sale Agreement not related to Sec. 13.1(hh) below, insert this provision. Remove if not applicable.]*
- (hh) BCHMC being satisfied, in its sole discretion, with the terms of the Purchase and Sale Agreement, and the Borrower:
 - i) agrees that BCHMC will be afforded such time as BCHMC requires to review and approve the terms of the Purchase and Sale Agreement, and that the Borrower will make such changes to the terms of the Purchase and Sale Agreement as BCHMC requires; and
 - ii) acknowledges that the negotiations and execution of the Purchase and Sale Agreement, in a form satisfactory to BCHMC and its solicitors, is a condition precedent to the Loan; and

[NTD: if PRHC will enter into a Purchase and Sale Agreement with the Borrower to purchase an ASP upon Project Completion, insert Section 13.1(hh) above. Remove if PRHC will not purchase or if the PRHC purchase is not in the form of ASP.]

- (ii) BCHMC being satisfied, in its sole discretion, with the terms of any and all agreements to be registered in connection with the deposit of the AirSpace Plan, including but not limited to, any master easement agreements, and the Borrower:
 - i) agrees that BCHMC will be afforded such time as BCHMC requires to review and approve the terms of any such agreements, and that the Borrower will make such changes to the terms of same as BCHMC requires; and
 - ii) acknowledges that the negotiations and execution of the foregoing agreements, in a form satisfactory to BCHMC and its solicitors, is a condition precedent to the Loan;
- [NTD: if PRHC will enter into a Purchase and Sale Agreement with the Borrower to purchase an ASP upon Project Completion, insert Section 13.1(ii) above. Remove if PRHC will not purchase or if the PRHC purchase is not in the form of ASP.]*
- (jj) a report from a BCHMC representative that a satisfactory visual site inspection of the Project and the Property has been completed;
 - (kk) the Borrower entering into such instruments and documents as are required by BCHMC under the BC Builds Rental Supply Program; and
- 13.2. It will be a further condition precedent to the availability of advances under the Loan (being the First Advance and all subsequent advances) that in addition to the satisfaction of the conditions precedent set forth in Section 13.1 above, BCHMC will have received at least five (5) business days prior to the date on which the Borrower wishes funds to be advanced, in form and substance satisfactory to BCHMC, its payment certifier, quantity surveyor or solicitors, as applicable:
- (a) copies of invoices relating to each direct advance that is requested which correspond to the requested amount of the advance;
 - (b) evidence that work in place or costs have been expended upon or in respect of the Property equivalent in value to the advances requested;
 - (c) confirmation that the work to construct or repair, as applicable, the improvements comprising the Project is being done in a good and workmanlike manner and meets all acceptable standards and municipal requirements; and

- (d) such other information, material and/or documents as BCHMC, its payment certifier or quantity surveyor may require.

[NTD: For refinance/purchase with substantial renovation/construction, remove 13.2 above in its entirety and replace with the following:

- 13.2 *It will be a further condition precedent to the availability of advances under the Loan (being the First Advance and all subsequent advances) that in addition to the satisfaction of the conditions precedent set forth in Section 13.1 above, BCHMC will have received at least five (5) business days prior to the date on which the Borrower wishes funds to be advanced, in form and substance satisfactory to BCHMC, its payment certifier, quantity surveyor or solicitors, as applicable:*
- (a) *for the First Advance, [a copy of the purchaser's statement of adjustments executed by the Borrower and confirmation of appropriate undertakings for the First Advance agreed to by the Borrower's solicitors;] OR [a copy of the payout statement from ♦ confirming the amount of the Borrower's existing indebtedness owed to ♦;]*
 - (b) *for all subsequent advances:*
 - i. *copies of invoices relating to each direct advance that is requested which correspond to the requested amount of the advance;*
 - ii. *evidence that work in place or costs have been expended upon or in respect of the Property equivalent in value to the advances requested;*
 - iii. *confirmation that the work to repair the improvements comprising the Project is being done in a good and workmanlike manner and meets all acceptable standards and municipal requirements; and*
 - iv. *such other information, material and/or documents as BCHMC, its payment certifier or quantity surveyor may require.]*

14. Conditions of Loan

The Borrower agrees that so long as the Loan or the Take-Out Loan remains outstanding:

- 14.1. the Borrower will not without the prior written consent of BCHMC or the Take-Out Lender, as applicable:
- (a) take or refrain from taking any action that would cause any of the representations and warranties of the Borrower under this Loan Commitment Letter to be incorrect, false or misleading;
 - (b) permit any property or other taxes in respect of the Property to remain unpaid when due;

- (c) use, store or permit to exist on the Property any Hazardous Substance;
 - (d) permit any changes to the Approved Budget or the Approved Plans;
 - (e) permit any changes to the Construction Contracts or Contractors or any other subtrade and/or supplier contracts;
 - (f) grant or allow any security interest, lien, charge or other encumbrance to be registered against or exist on any of the Borrower's assets, any part of the Property or the Project or any present or after-acquired personal property of the Borrower located on the Property or used for the Project;
 - (g) sell, assign, transfer or otherwise dispose of its interest or any part thereof in the Property or the Project nor enter into any trust deed in respect of the Property or the Project; and
 - (h) if a corporation or partnership, amalgamate with or permit all or substantially all of its assets to be acquired by any other person, firm or corporation or permit any reorganization or change of control of the Borrower;
- 14.2. the Borrower agrees that so long as the Loan or the Take-Out Loan remains outstanding, the Borrower will not sell, assign, transfer or otherwise dispose of its interest of any individual units of the Property or the Project. Without BCHMC's prior consent, any attempts to sell, assign, transfer or dispose of any individual units will constitute a breach of the terms or conditions of this Loan Commitment Letter or the Security Documents, and all amounts outstanding under or in respect of the Loan, including principal and interest, shall immediately become due and payable;
- 14.3. following the completion of the Project, the Borrower will provide a survey and surveyor's certificate prepared by a registered land surveyor approved by BCHMC in respect of the Property, confirming the location of any buildings and other improvements and the location of all registered easements, statutory rights of way or restrictive covenant areas, and confirming that the location of such buildings and other improvements, including foundation and overhangs, comply with all rules, regulations and by-laws of the appropriate municipal or other governmental authorities having jurisdiction in connection therewith including, without limitation, all set-back, easement, zoning, and height restrictions;
- 14.4. at milestones predetermined by BCHMC, the Borrower will provide BCHMC with a report confirming that a satisfactory visual site inspection of the Project has been completed and the current state of the construction of the Project;
- 14.5. the Borrower will perform and do all things necessary to ensure completion of the Project in its entirety in accordance with the Approved Budget and the Approved Plans;

- 14.6. the Borrower agrees and consents to any and all consultants retained by the Borrower fully disclosing all information and matters relating to the Property and the Project to BCHMC;
- 14.7. the Borrower will provide BCHMC, promptly upon receipt of the same, at pre-determined milestones, as required by BCHMC, copies of all plans, permits, design and working drawings, surveys, studies, specifications, budgets, reports, contracts, appraisals and other information and materials as applicable regarding the Project and the Property, including but not limited to:
 - (a) development cash flow noting the projected timing of capital project costs;
 - (b) completed waste management tracking spreadsheets or monthly update tracking sheets totaling all waste for the Project;
 - (c) revised Approved Budget and Approved Plans at milestones predetermined by BCHMC; and
 - (d) preliminary and, subject to the approval of BCHMC, in its sole discretion, revised and updated Project schedules, including a construction project management schedule on a monthly basis;
- 14.8. the Borrower acknowledges that all documents and deliverables pursuant to Section 14.7 must be satisfactory to BCHMC, in its sole discretion, and the Borrower agrees to make reasonable changes to any of the documents provided by the Borrower to BCHMC pursuant to Section 14.7 upon request by BCHMC;
- 14.9. the Loan is available exclusively to the Borrower for the of the Project at the Property;
- 14.10. the Borrower will comply with all applicable laws of local, provincial or federal authorities including all applicable WorkSafeBC provisions, and prior to commencement of work by any Contractor, the Borrower will obtain and provide BCHMC with WorkSafeBC clearance letters for such Contractor;
- 14.11. the Borrower will notify BCHMC immediately of any material delay or interruption in the construction of the Project, or if any builders liens are filed or registered against any part of the Property;
- 14.12. the Borrower will provide BCHMC with copies of the disclosure statement and all disclosure statement amendments for the Project, such documents to be in form and substance satisfactory to BCHMC and its solicitors;
- 14.13. the Borrower will provide BCHMC with a description of all present and after-acquired personal property situate at, arising from or used in connection with the Property or the Project, including the make, model and serial number, as applicable, and the Borrower will provide evidence to the satisfaction of BCHMC that all such personal property has been paid for in full;

- 14.14. the Borrower will provide BCHMC monthly written progress reports, with such supporting documentary evidence and correspondence as required by BCHMC, concerning municipal approvals for the Project, including, but not limited to, the negotiation of documents required by the «Municipality» to be registered on title to the Property, and the approval of all subdivision, strata title, airspace parcel or other title creation plans;
- 14.15. the Borrower will, prior to finalization and submission to the «Municipality», submit to BCHMC for approval any and all subdivision, strata title, airspace parcel or other title creation plans, which documents will be in form and substance satisfactory to BCHMC and its solicitors;
- 14.16. the Borrower will comply with all zoning, development permit and building permit requirements, and will submit to the «Municipality» all subdivision, strata title, airspace parcel or other title creation plans within such times as are required to adhere to the Project schedule;
- 14.17. the Borrower will provide to BCHMC, promptly upon receipt, copies of any and all documents that are proposed to be or are registered on title to the Property and any priority agreements proposed to be granted by BCHMC, which documents will be in form and substance satisfactory to BCHMC and its solicitors, and the Borrower will finalize the terms of such documents with the «Municipality» as required to adhere to the Project schedule;
- 14.18. the Borrower will use and will take all steps required to ensure that the Project is used only as residential rental housing for middle-income households, as required by BCHMC from time to time;
- 14.19. prior to the final advance under the Loan, the Borrower will provide BCHMC with a final claim form with the certificate of completion and deficiency list and the deficiency holdback amount to be retained;
- 14.20. written confirmation from BCHMC that a satisfactory visual site inspection and walk through by BCHMC of the Project have been completed following Project Completion;
- 14.21. the Borrower agrees to complete any and all deficiencies identified through the building inspection required pursuant to Section 14.20 within a reasonable amount of time after Project Completion to the satisfaction of BCHMC in its sole discretion;
- 14.22. the Borrower agrees to complete any and all deficiencies identified through a building inspection in a reasonable amount of time after completion;
- 14.23. upon Project Completion, the Borrower will provide BCHMC with an unconditional occupancy permit issued by the appropriate municipal authority and upon request by BCHMC, a letter from the appropriate municipal authority

confirming that the Project complies with all zoning and other bylaws, including set-back requirements;

- 14.24. the Borrower agrees to sign any additional documents reasonably requested by BCHMC that relate to the Project including any new charges that BCHMC may require be registered on title to the Property;
- 14.25. the Borrower will enter into the Operator Agreement; *[NTD: Remove if PRHC is not purchasing any units by way of ASP.]* and
- 14.26. the Borrower will make payment of the following to BCHMC:
 - a) the Commitment Fee;
 - b) interest (at cost);
 - c) legal fees (on an indemnity basis); and
 - d) all other expenses of BCHMC (at cost).

15. GST Rebates and Input Tax Credits

- 15.1. New construction or renovation of social housing is considered a taxable activity. The Borrower will be entitled to claim input tax credits for the GST paid on construction, allowing the Borrower to claim 100% of the GST paid. Accordingly, the Borrower agrees to diligently pursue any GST input tax credits or rebates to which it is entitled with respect to expenditures from the Approved Budget. In replacement of funds advanced by BCHMC during the construction of the Project, the Borrower will remit to BCHMC on demand the proceeds recovered from input tax credits and/or rebates from CRA on any portion of the Loan advanced for the purposes of GST.
- 15.2. The Borrower will apply to CRA for designation as a municipality, if not already designated, for the purpose of claiming the GST rebate that may be available to organizations that provide subsidized housing on a rent-geared-to-income (RGI) basis, such GST rebate being equal to 100% on operating expenditures.
- 15.3. The Borrower will file quarterly GST returns with CRA during the construction of the Project, and agrees to consider filing monthly GST returns to expedite the recovery of cash. Upon completion of the Project, the Borrower will self-assess under the “self-supply rules” and will remit any GST owing on the residential portion of the Project. A GST tax guide is available on BCHMC’s website.

16. Representations and Warranties

The Borrower represents and warrants to and will be deemed to continuously represent and warrant to BCHMC, that:

- 16.1. if a , it has been duly incorporated and organized and/or formed as the case may be, validly exists, is in good standing, is authorized to conduct its business in all jurisdictions in which it carries on business or has assets and has all requisite power and capacity to own its assets, carry on the business presently carried on by it, to execute and deliver this Loan Commitment Letter and the Security Documents, as may be applicable, and to observe and perform the provisions thereof;
- 16.2. if a , this Loan Commitment Letter and the Security Documents, as may be applicable, have been or will be duly authorized, executed and delivered by it;
- 16.3. this Loan Commitment Letter and the Security Documents, as may be applicable, constitute or will constitute, upon execution and delivery by the Borrower, valid and binding obligations and are or will be enforceable against them in accordance with their respective terms;
- 16.4. the execution of this Loan Commitment Letter and the Security Documents, as may be applicable, and the incurring of liability and indebtedness to BCHMC in accordance with this Loan Commitment Letter does not and will not contravene:
 - (a) any Legal Requirements of a government authority;
 - (b) any provision contained in any other loan or credit agreement or borrowing instrument or contract to which it is a party; or
 - (c) the constating documents or bylaw documents, as applicable, of the Borrower;
- 16.5. all necessary Legal Requirements have been met and all other authorizations, approvals, consents and orders have been obtained with respect to the Loan and the execution and delivery of the Security Documents;
- 16.6. all financial and other information, budgets, timetables, certificates, plans, specifications and other material provided to BCHMC in connection with the Loan are true and accurate, and the Borrower acknowledges that the Loan is made by BCHMC in reliance on the truth and accuracy of such information and the representations and warranties contained therein;
- 16.7. at Project Completion, all utilities and services necessary for the development and construction of the Project and the operation and use thereof for its intended purpose (including, without limitation, water supply, storm and sanitary sewer, gas, electricity, and telephone facilities) will be installed, connected and available to the Property, and there will be no legal or physical impediments to pedestrian and vehicular access and egress to the Property; and
- 16.8. no Event of Default has occurred and is continuing.

17. Hazardous Substances

- 17.1. To the best of the knowledge of the Borrower, having made due and diligent inquiry, no Hazardous Substance is located on any part of the Property, nor, so far as the Borrower is aware, due and diligent inquiry having been made, have any such substances been stored or used on the Property prior to the Borrower's ownership, possession or control of the Property. The Borrower agrees to provide written notice to BCHMC immediately upon the Borrower becoming aware that the Property is being or has been contaminated with any Hazardous Substance. The Borrower will not permit any activities on the Property which directly or indirectly could result in the Property or any other property being contaminated with any Hazardous Substance.
- 17.2. The Borrower will promptly comply with all Legal Requirements relating to the use, collection, storage, treatment, control, removal or cleanup of any Hazardous Substance in, on, or under the Property as a result of construction, operations or other activities on the Property, or incorporated in any improvements thereon. BCHMC may, but will not be obligated to, enter upon the Property and take such actions and incur such costs and expenses to effect such compliance as it deems advisable and the Borrower will reimburse BCHMC on demand for the full amount of all costs and expenses incurred by BCHMC in connection with such compliance activities. The assets of the Borrower which are now or in the future encumbered by the Security Documents are hereby further mortgaged and charged to BCHMC, and BCHMC will have a security interest in such assets, as security for the repayment of such costs and expenses and interest thereon, as if such costs and expenses had originally formed part of the Loan.

18. Events of Default

Without in any way limiting the right of BCHMC to demand payment in full of the Loan, the Loan shall, at the option of BCHMC, immediately become due and payable upon the occurrence and during the continuance of any one or more of the following events (collectively, "**Events of Default**"):

- 18.1. the Borrower fails to pay the Loan or any portion thereof or other monies payable by the Borrower in accordance with this Loan Commitment Letter within two (2) business days of any such amount being due;
- 18.2. the Borrower is in breach of any of the provisions of this Loan Commitment Letter (other than the obligations to pay the Loan or other moneys payable when due) and has not cured such breach within fourteen (14) days from the date the Borrower obtains actual knowledge of the breach or is provided with notice of the breach from BCHMC, whichever is earlier, except that if the breach, by its nature, requires more than fourteen (14) days to cure, the Borrower may have such further time to rectify the default as BCHMC considers reasonable so long as the Borrower begins to rectify promptly and thereafter proceeds with all due diligence to cure the default;

- 18.3. the Borrower, any one of its subsidiaries, makes a general assignment for the benefit of creditors, files or presents a petition, makes a proposal or commits any act of bankruptcy, or if any action is taken for the winding up, liquidation, or appointment of a liquidator, trustee in bankruptcy, custodian, curator, sequestrator, administrator or a receiver (or the equivalent in any jurisdiction) or any other officer or party with similar powers or if a judgement or order shall be entered by any court approving a petition for reorganization, arrangement or composition of the Borrower, any of its subsidiaries, or any of its assets, or it enters into a liquidation of its assets;
- 18.4. the Borrower is deemed to be insolvent or ceases to exist or is declared bankrupt;
- 18.5. without the prior written consent of BCHMC:
 - (a) there occurs a change of ownership (beneficial or otherwise) or control of the Borrower;
 - (b) the Borrower sells, conveys, transfers or enters into an arrangement for sale or transfer of title of the Property or any part thereof; or
- 18.6. there is a breach or non-performance or non-observance of any term or condition of this Loan Commitment Letter, the Contribution Agreement, or the Security Documents.

19. Taxes

Unless the Borrower is advised otherwise by BCHMC, the Borrower will make payments directly to the local government of all taxes and rates when due and provide proof of payment to BCHMC within thirty days of the due date.

20. Insurance

The Borrower will maintain insurance in the form and content acceptable to BCHMC. Without limiting the generality of the foregoing the insurance must include the minimum requirements set out in the Insurance Memo attached as Schedule "A" where applicable - please ensure that your insurance agent receives a copy of Schedule "A". The policy of insurance is to be forwarded to BCHMC and will be reviewed by BCHMC's insurance advisor. The cost of the review will be borne by the Borrower.

21. Builders Liens

- 21.1. The Borrower will comply with all the provisions of the *Builders Lien Act* (including any provision requiring or enabling the retention of portions of any sums payable by way of holdbacks).
- 21.2. If any builders lien or other lien for work, labour, services, or materials supplied to the Project or for the cost of which the Borrower may be in any way liable are filed, the Borrower will within 15 days after receipt of notice thereof procure the

discharge thereof, including any certificate of pending litigation registered in respect of any lien, by payment or giving security into court or otherwise or in such other manner as may be required or permitted by law.

22. Assignment

- 22.1. The Borrower will not be entitled to assign any of the rights and benefits conferred by this Loan Commitment Letter.
- 22.2. This Loan Commitment Letter and the Security Documents may be freely assigned by BCHMC, in whole or in part, without the consent of the Borrower. The Borrower agrees that BCHMC may arrange, on behalf of the Borrower, long term financing with the Take-Out Lender on terms acceptable to BCHMC, such long term financing to commence on the Take-Out Date and will provide for a Fixed Rate of interest.

23. Authorization to Invest

The Borrower hereby irrevocably directs and authorizes BCHMC to invest (in accordance with BCHMC's investment policy) on behalf of the Borrower excess funds, if any, borrowed under the Loan which were not utilized for the purposes approved by BCHMC and to use the principal and interest earned from such investment to reduce the outstanding balance of the Loan on maturity.

24. Equity Contribution by BCHMC

Any equity contribution made by BCHMC toward the Project, whether in the form of units purchased or a cash contribution, may be re-evaluated if there is variation in the initial projected interest rate applicable to the long term financing from the Take-Out Lender included in the Approved Budget and the Fixed Rate as of the Initial Take-Out Date. Any re-evaluation of equity contribution by BCHMC will be undertaken in consultation with the Borrower. *[NTD: this is only applicable if PRHC is buying units or if BCHMC is providing a grant to the project. Remove if not applicable]*

25. Communications and Event Protocols

BCHMC and the Borrower will work together on a number of communication activities that may take place over the course of the Project. The Borrower should contact Corporate Communications at BCHMC with questions regarding such communication activities. The Borrower agrees that the communication activities will be governed by the following terms:

- 25.1. **Coordination** – BCHMC will lead the coordination of official announcements, groundbreaking and opening events unless otherwise agreed upon by BCHMC corporate communications, and will ensure the Borrower is involved in the planning process and acknowledged in all materials and at all events. All public-facing materials (including, but not limited to, press releases, media pitches, media

- responses, interviews, social media posts, and social media campaign materials) must be approved by BCHMC.
- 25.2. **Media Inquiries & Confidentiality** – As information regarding government-funded developments is generally only shared with the media during official announcements or events, BCHMC and the Borrower will work together to develop standard key messages that will be used to respond to media inquiries with respect to the Project.
- 25.3. **Event Date Selection** – BCHMC will work with government partners and the Borrower to schedule official event dates to coincide with the timeline of construction and/or completion of the Project. Event dates are impacted by the availability of provincial and/or federal and municipal representatives. The Borrower acknowledges that, where appropriate due to funding, BCHMC has a commitment to include and acknowledge the Government of Canada for its contribution to projects. BCHMC must follow Canada-British Columbia event protocols when scheduling events under this initiative. The Canada-British Columbia event protocols include proposing event dates twenty (20) business days in advance in order to confirm a government representative for the proposed announcement or event. In addition, federal quotes, logos, and boilerplates will be included in the news release. The Borrower agrees that it will not inform its staff or stakeholders regarding announcements or events without confirming the dates for such announcements or events with BCHMC, as dates may shift during the scheduling phase.
- 25.4. **Event Location** – The location of the event is negotiable; however, it is ideal to hold the event on the Property in order for attendees, including the media, to see the Project site firsthand.
- 25.5. **News Release/Backgrounder** – BCHMC will prepare and distribute media materials, including news releases/backgrounders and media advisories, for official announcements. The Borrower will be offered a quote in the news release, as well as an opportunity to include a brief background or boilerplate. BCHMC will work with the Borrower to invite media to official events and will provide copies of final media materials on the day of the announcement.
- 25.6. **Representation and Agenda** - BCHMC will prepare and confirm the final agenda for official events following government protocols. A representative of the Borrower will be offered a speaking role on the agenda.
- 25.7. **Invitations** – BCHMC will draft an electronic invitation to official events and will include the Borrower's logo on the invitation. The Borrower will be responsible for the email distribution of the invitation. The Borrower may provide the names, titles, organizations and email addresses of additional invitees.
- 25.8. **Logistics/Staging** – BCHMC works with outside agencies to provide event logistics (tents, audio-visual, and staging) and a photographer to document the

event. The Borrower may suggest local vendors to use for regional events. BCHMC staff will attend the event and provide events-related support. BCHMC will share event photographs with the Borrower following the event.

- 25.9. **Project Signs** – During the construction of the Project, the Borrower will permit BCHMC to display on the Property one or more signs of a size and content selected by BCHMC. BCHMC will provide the Borrower with such Project signs, to be installed in a prominent location on the Property, at the beginning of the construction. These signs may be removed at the time of landscaping.
- 25.10. **Opening Ceremony** – The Borrower and BCHMC will work together to coordinate an official opening ceremony for the Project which should take place within a few months of the occupancy date. Event dates are impacted by the availability of provincial and/or federal and municipal representatives. The final approval of event dates is at the discretion of BCHMC. In order to allow enough time to confirm the attendance of provincial representatives, please contact BCHMC Corporate Communications regarding the proposed ceremony date at least eight weeks in advance.

26. General Provisions

The following terms and conditions apply to this Loan Commitment Letter:

- 26.1. **Site Visits** – Representatives of BCHMC and its payment certifier or quantity surveyor will be entitled to attend at and view the Project and all personal property thereon and all financial records of the Borrower at any time, on reasonable notice.
- 26.2. **Confidentiality** – This Loan Commitment Letter is delivered to the Borrower on the understanding that neither this Loan Commitment Letter nor its substance is to be disclosed without BCHMC's prior written consent except to counsel, accountants, employees and agents of the Borrower who are specifically involved in the transaction contemplated in this Loan Commitment Letter.
- 26.3. **Time of Essence** – Time will be of the essence of this Loan Commitment Letter.
- 26.4. **Notice** – Any notice required to be given under this Loan Commitment Letter is to be provided in writing and may effectively be given by a party by delivery of such notice to the other party at the address set out on the first page of this Loan Commitment Letter or at such other address as either party may in writing notify the other party, or by electronic or facsimile transmission to the fax number or email address as either party may in writing provide to the other party. Any notice so mailed will be deemed to have been delivered on the fifth (5th) day after the date of mailing. Any notice sent by facsimile or electronic transmission will be deemed to have been delivered upon receipt by the receiving party.
- 26.5. **Credit Investigations** – The Borrower hereby authorizes and consents to such credit investigations as BCHMC may deem necessary from time to time throughout the time the Loan is outstanding.

- 26.6. **BCHMC Records** – The Borrower acknowledges that the recording of the amount of any advance or repayment under the Loan, and interest, fees and other amounts due in connection with the Loan, made by BCHMC in its records will constitute *prima facie* evidence of the Borrower's indebtedness and liability from time to time under the Loan, and the obligation of the Borrower to repay any indebtedness and liability in accordance with the terms and conditions of the Loan will not be affected by the failure of BCHMC to make such recording. The Borrower also acknowledges being indebted to BCHMC for principal amounts shown as outstanding from time to time in BCHMC's records, and all accrued and unpaid interest in respect of such amounts, in accordance with the terms and conditions of this Loan Commitment Letter.
- 26.7. **Legal and Other Expenses** – The Borrower will pay all legal fees and disbursements in respect of the Loan, the preparation and issuance of this Loan Commitment Letter and the Security Documents, the enforcement and preservation of BCHMC's rights and remedies, all appraisals, insurance consultation, and similar fees and all other fees and disbursements of BCHMC, whether or not the documentation is completed or any funds are advanced under the Loan.
- 26.8. **Waiver** – Failure by BCHMC to insist upon strict performance by the Borrower of any obligation or covenant, option or right under this Loan Commitment Letter or any of the Security Documents will not be a waiver or relinquishment in the future of such obligation or covenant, option or right, but the same will remain in full force and effect and BCHMC will have the right to insist upon the strict performance by the Borrower of any and all of the terms and provisions of this Loan Commitment Letter and the Security Documents.
- 26.9. **Variation** – No term or requirement of this Loan Commitment Letter or any of the Security Documents may be waived or varied orally or by any course of conduct, of any officer, employee, or agent of BCHMC. Any amendment to this Loan Commitment Letter or any of the Security Documents must be in writing and signed by an authorized officer of BCHMC.
- 26.10. **Right and Remedies Cumulative** – The remedies, rights and powers of BCHMC under this Loan Commitment Letter, the Security Documents and at law and in equity are cumulative and not alternative and are not in substitution for any other remedies, rights or powers of BCHMC and no delay or omission in the exercise of any such remedy, right, or power will exhaust such remedy, right, or power or be construed as a waiver of any of them.
- 26.11. **Governing Law** – This Loan Commitment Letter will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 26.12. **BCHMC's Solicitor** – BCHMC's legal work and documentation is to be performed at the Borrower's expense by a solicitor of BCHMC's choice. All legal costs (including those of BCHMC's solicitor) and other reasonable costs and

expenses incurred by BCHMC in establishing or operating the Loan are for the account of the Borrower whether or not funds are advanced.

BCHMC has appointed the following law firm to act on its behalf on this transaction:

«BCH_Solicitor_Firm»
Attention: «BCH_Solicitor»

27. Lapse and Cancellation

This Loan Commitment Letter will lapse and all obligations of BCHMC set forth in this Loan Commitment Letter and in respect of the Loan will cease, all at the option of BCHMC, if there has been, in the opinion of BCHMC, a material adverse change in the financial condition of the Borrower. The availability of the Loan and the terms and conditions of the offer of credit contained in this Loan Commitment Letter will be subject to periodic review by BCHMC in BCHMC's sole discretion, however BCHMC will be under no obligation to conduct any such review or to provide a renewal letter or extension letter or other notification of such review if such review is conducted. BCHMC will have the option to conduct corporate, personal property registry and land registry searches in respect of the Borrower at the Borrower's sole cost. Upon demand being made by BCHMC for repayment of the amount outstanding under the Loan, any unadvanced portion of the Loan will be immediately cancelled.

[Remainder of this page has been intentionally left blank]

This offer of credit may be accepted by the Borrower by dating and returning to BCHMC two copies of this Loan Commitment Letter duly executed by the Borrower. The Borrower acknowledges and agrees that execution and delivery of this Loan Commitment Letter does not impose an obligation on BCHMC to advance any portion of the Loan.

Yours very truly,

British Columbia Housing Management Commission

Pooi Ching Siew
Director, Lending Services

THESE TERMS AND CONDITIONS ARE HEREBY ACCEPTED THIS ____ DAY
OF _____, 20____.

THE BORROWER:

«BORROWER_NAME», by its authorized
signatory(ies):

Name:
Title:

Name:
Title:

\«initial»

c «Development_Manager», «Dept», BCHMC

Schedule "A"

A. Construction Insurance Requirements (please carefully read the notes at the bottom of the page):

Whilst British Columbia Housing Management Commission ("BCHMC") is providing interim financing to the Borrower of the housing project (the "Project"), BCHMC requires the Borrower/Owner of the Project to obtain and maintain through the BCHMC Owner-Controlled Insurance Program insurance of the property to be insured (the "Property"). Without limiting the generality of the foregoing, the insurance must cover the following:

1. "All Risks" Builders' Risk Policy:

This policy shall cover "all risks" of direct physical loss or damage to the Project, including the perils of earthquake, flood, sewer back-up and subject to the terms, conditions, limitations and exclusions, and further, the policy shall:

- a. be written in the joint names of BCHMC, the Borrower/Owner, the Project Manager, the Construction Manager, the Contractor, the Subcontractors, the Consultant(s), architects, engineers, other consultants and sub-consultants engaged on the Project;
- b. provide for a limit of coverage not less than the estimated final completed value of the Project, with a sublimit on transit of \$1,000,000.00, off-site storage of \$1,000,000.00, extend to include soft costs, by-Laws (not sublimit), landscaping (no sublimit), no requirement to replace or repair on same or adjacent site, \$1,000,000.00 Extra Expense, Off-site Services, testing and commissioning cover with no exclusion for equipment breakdown, pollution and contamination clean-up of \$250,000.00, debris removal 10% (minimum \$250,000), watchman/video surveillance for any projects \$10,000,000.00 with wording and security/video surveillance companies acceptable to BCHMC ;
- c. contain a waiver of the insurer's subrogation rights against all insureds and their officers, employees and servants, and provide that, in the event of loss or damage, payment shall be made to BCHMC and the Borrower/Owner on their own behalf and as trustees for the benefit of any and all Insureds.

2. Loss payable is to be in favour of BCHMC as mortgagee. A standard mortgage endorsement clause (IBC 3000) is to form part of the policy.

3. "Wrap-Up" Commercial General Liability Insurance:

This policy shall cover the risks of liability for bodily injury and property damage arising from the activities at the Place of the Work, and further the policy shall:

- a. be written in the joint names of BCHMC, the Borrower/Owner, the fee simple owner of the Place of the Work, the Project Manager, the Construction Manager, the Contractor, the Subcontractors, the Consultant(s), architects, engineers, other consultants and sub-consultants engaged on the Property;
- b. provide for a limit of liability not less than \$10,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof;
- c. include Sudden & Accidental Pollution for \$10,000,000.00 and Non-Owned Auto and include 24 months completed operations once project completed, off-site services.

(See GC11.1 Insurance Clause of the Supplementary General Conditions of the Stipulated Price Contract for additional details and requirements.)

B. Operating Insurance Requirements (please carefully read the notes at the bottom of the page):

British Columbia Housing Management Commission ("BCHMC") requires that the Borrower/Owner of the Project obtain a quote from Marsh Canada ("Marsh"), who have set up a Group Insurance Program for non-profit housing societies.

1. Insurance must be carried for the full 100% replacement cost of the building. Co-insurance is not acceptable. Coverage shall be written on an "all risks" form, including flood and earthquake.
2. Loss payable is to be in favour of BCHMC, or the lender of monies, as mortgagee. A standard mortgage endorsement clause (IBC 3000) is to form part of the policy.
3. BCHMC must continue to be named as an additional insured even when BCHMC is not the lender of the funds for the Project.
4. Rental Income Insurance for a full 100% of rentals lost during a minimum term of 6 months is required, or for an indemnity period equal to the estimated full reconstruction period.
5. The correct civic description of the Property must be specified.
6. Commercial General Liability Insurance including personal injury and non-owned auto insurance coverage (for a minimum of \$10,000,000 for each occurrence). This policy must include a cross liability clause.
7. Where applicable, boiler, vessel, and air-conditioning insurance in comprehensive form, against breakdown of boilers, engines, machinery and electrical apparatus for a minimum of the loan amount. Insurance is to be written on a Replacement Cost wording with a waiver of co-insurance requirement. Rental Income Insurance is required as stipulated under Clause B.4.
8. All fixtures, furnishings and equipment must be insured for the full replacement value and must cover all risks.
9. By-law coverage clause for both the building and tenant improvements including:
 - a. loss occasioned by enforcement of any laws or ordinances regulating the construction or repair of the buildings or structures enforced at the time that a loss occurs, which requires the demolition of any portion of the insured buildings or structures which have not suffered damages; and
 - b. the cost incurred in actually rebuilding both the damaged and demolished portions of the insured buildings or structures with materials and in a manner to fully satisfy such ordinances or laws.

A BCHMC signed government Certificate of Insurance (form as enclosed) is required if Operating Insurance is not purchased through the Group Insurance Program with Marsh. Please ensure that all the requirements as specified in the above "**Section B – Operating Insurance Requirements – items 1-9(b)**" are in compliance and detailed in the attached Certificate of Insurance form. Please provide completed Certificate of Insurance to BCHMC at #1701 - 4555 Kingsway, Burnaby, B.C. V5H 4V8 (Attention: «Development_Manager», «Dept»), within 30 days of the date of the issuance of the insurance binders. **60 days notice of cancellation or material change in the policy must be given to BCHMC.**

NOTE:

***Where the borrower has entered into a ground lease (for example, if the owner of the land is Provincial Rental Housing Corporation or any municipal government), then all insurance referred to in A and B shall include the owner as a named insured and, with respect to property insurance, as a loss payee, as its interests may appear. Proof of insurance should be forwarded to the owner.**

****Without limiting the generality of the foregoing, BCHMC must continue to be named as an additional insured even when BCHMC is not the lender of the funds for the Project. In addition, where the City of Vancouver is the landlord, the relevant notices and proof of insurance must be forwarded to: Director of Risk Management, City of Vancouver, 453 West 12th Avenue Vancouver, B.C. V5Y 1V4, and the rental income insurance in B.4. must be for 12 months minimum.**



CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act
BC Housing adheres to the Freedom of Information and Protection of Privacy Act when collecting and using personal information. Direct any questions to the Manager, Records and Information Privacy at #1701 – 4555 Kingsway, Burnaby, BC V5H 4V8. Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by BC Housing

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (BC Housing)	CONTRACT/PERMIT/LICENCE/IDENTIFICATION NO.
BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION	
BC HOUSING CONTRACT ADMINISTRATOR NAME & TITLE «Development_Manager», «Dept»	PHONE NO:
ADDRESS 1701 - 4555 Kingsway Avenue, Burnaby, BC	POSTAL CODE V5H 4V8
CONTRACTOR/SOCIETY NAME	
CONTRACTOR/SOCIETY ADDRESS	POSTAL CODE

Contractor/Society Information

Please provide this form and a copy of the Contract Terms and Conditions to your Insurance Broker for completion and then return the completed form to BC Housing. **No substitutions of this form will be accepted. Commencement of any work cannot begin until BC Housing has the Certificate of Insurance in hand.**

Part 2 To be completed by the Society/Contractor/Consultant's Agent or Broker (please provide all details as specified under "Operating Insurance Requirements item 1-9 (b)" in the above attached Schedule "A")

INSURED	NAME		
	ADDRESS		POSTAL CODE
OPERATIONS INSURED	PROVIDE DETAILS		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT
LOSS PAYABLE:			

This certificate certifies that policies of insurance as herein described have been issued to the insured(s) named above, are in full force and effective as of the effective date of the contract/permit/licence, and comply with the insurance requirements of the contract/permit/licence except as follows:

AGENT OR BROKER COMMENTS:		
SIGNED BY THE AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S)	AGENT or BROKER NAME	DATE SIGNED



CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act
BC Housing adheres to the Freedom of Information and Protection of Privacy Act when collecting and using personal information. Direct any questions to the Manager, Records and Information Privacy at #1701 – 4555 Kingsway, Burnaby, BC V5H 4V8. Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by BC Housing

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (BC Housing)	CONTRACT/PERMIT/LICENCE/IDENTIFICATION NO.	
BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION		
BC HOUSING CONTRACT ADMINISTRATOR		
NAME & TITLE «Development_Manager», «Dept»		
ADDRESS 1701 - 4555 Kingsway Avenue, Burnaby, BC	PHONE NO: FAX NO:	
CONTRACTOR/SOCIETY NAME		
CONTRACTOR/SOCIETY ADDRESS		POSTAL CODE V5H 4V8
Contractor/Society Information Please provide this form and a copy of the Contract Terms and Conditions to your Insurance Broker for completion and then return the completed form to BC Housing. No substitutions of this form will be accepted. Commencement of any work cannot begin until BC Housing has the Certificate of Insurance in hand.		

Part 2 To be completed by the Contractor/Society/Consultant's Agent or Broker (please provide all details as specified under "Operating Insurance Requirements item 1-9 (b)" in the above attached Schedule "A")

INSURED	NAME ABC Housing Society		
	ADDRESS 123 Broadway Street, Vancouver, BC	POSTAL CODE V1V2B2	
OPERATIONS INSURED	PROVIDE DETAILS ABC Court – 123 Broadway Street, Vancouver BC V1V2B2		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT
BLANKET ALL PROPERTY – As per Locations Declared ALL RISKS • Replacement Cost Basis • Flood • Earthquake • By-Laws Included	ABC Insurance Company Master Policy No. 1234567	2015/12/31	Property of Every Description \$15,000,000 Rental Income \$1,000,000 Indemnity Period 24 months
BOILER AND MACHINERY INSURANCE - COMPREHENSIVE FORM • Repair or Replacement Cost • By-Laws Included	ABC Insurance Company Master Policy No. 1234567	2015/12/31	\$15,000,000
GENERAL LIABILITY INSURANCE • Occurrence Form • Bodily Injury and Property Damage • Personal Injury • Tenants' Legal Liability • Cross Liability Clause • Non-Owned Automobile	ABC Insurance Company Master Policy No. 1234567	2015/12/31	Per Occurrence \$10,000,000
LOSS PAYABLE:	1st Loss Payee – BCHMC, 1701 -4555 Kingsway, Burnaby, BC V5H 4V8 2nd Loss Payee – CMHC,		

This certificate certifies that policies of insurance as herein described have been issued to the insured(s) named above, are in full force and effective as of the effective date of the contract/permit/licence, and comply with the insurance requirements of the contract/permit/licence except as follows:

AGENT OR BROKER COMMENTS: <i>British Columbia Housing Management Commission and Provincial Rental Housing Corporation are added as Additional Insureds but only with respect to liability arising out of the operations of the Named Insured as noted above.</i>		
SIGNED BY THE AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S)	AGENT or BROKER NAME	DATE SIGNED
<i>John Smith, XYZ Insurance Co.</i>		

Schedule “B”
Order To Pay

TO: **British Columbia Housing Management Commission (“BCHMC”)**

FROM: **«Borrower_Name» (the “Borrower”)**

RE: Mortgage (the “Mortgage”) in favour of BCHMC which charges the «tenure» interest of the Borrower in the following lands and premises: **«Property_Address»**, **«Property_City»**, BC, legally described as: **«PID_Legal_Description»** (the “Property”).

We hereby irrevocably authorize and direct you or your solicitors, to make advances secured by the Mortgage in the following manner:

1. To deduct any accrued interest (if applicable);
2. To pay to BCHMC any money owing under any proposal development funding loan, administration, legal, inspection and other fees or amounts payable to it;
3. To holdback or pay amounts required to satisfy statutory or contractual holdbacks directly to BCHMC’s solicitors to be used to satisfy lien claims and otherwise to be paid out at BCHMC’s direction;
4. To holdback or pay to BCHMC’s solicitors, on or before the final advance, an amount estimated to be required to fund remaining project costs, such funds to be paid out at BCHMC’s direction in respect of such costs as they are incurred;
5. To pay to the landlord of the Property rent required to be paid under a lease, if any;
6. To pay brokerage fees (if applicable);
7. At BCHMC’s discretion:
 - a) to pay any taxing authority, any taxes, levies, or rates due and accruing due;
 - b) to pay to the holder of any prior encumbrance the amount required to pay out and discharge the prior encumbrance;
 - c) to pay to any appraiser, contractor, engineer, subcontractor, surveyor, or supplier of material in respect of the Property;
 - d) if any advance or draw is to be made subject to a BCHMC condition, to pay to our solicitors, _____, in trust, any such advance; and
 - e) deposit the advances or any of them into the following bank account (**Voided blank cheque attached**):

Bank Account in the name of: _____

Name of banking Institution: _____

Address (include postal code) of banking Institution: _____

Account Number: _____

Dated at _____, the ____ day of _____, 20 ____.

«BORROWER_NAME»,
by its authorized signatory(ies):

Name:
Title:

Name:
Title:

SAMPLE

SCHEDULE C - CORPORATE / ENTITY

Loan No. _____

In order to satisfy government legislation, the following information is required as a condition for the successful Take-Out Lender to process the long term fixed rate mortgage. Please refer to Appendix A for assistance in completing the form. Where insufficient space, please attach a separate page.

A. Type of Relationship and Entity

Borrower _____ Beneficial Owner _____ Guarantor/Covenantor _____

Corporation _____ Partnership _____ Not-for-Profit _____ Trust _____ Other (Specify) _____

B. Corporate/Entity/Not-for-Profit Information

Legal Name of Entity _____

Business Address _____

Principal Contact _____ Email Address _____

Phone Number _____ Fax Number _____

Business Type _____

C. Directors of Corporation/Entity/Not-for-Profit

List all principal of the Entity, including Directors, Partners, Trustees, as the case may be:

Name of Director/Partner/Trustee	Description of Occupation and Nature of Business

D. Not-for-Profit Organization

If the entity is a not-for-profit organization, is the entity registered with Canada Revenue Agency?

If yes, please insert Business/Registration No. _____

If the entity is an unregistered not-for-profit organization, does it solicit donations
from the public? _____

E. Declaration

By signing this Information Form, the undersigned declares that the information provided herein is true and correct.

Authorized Signatory:

Signature _____

Date _____

Print Name _____

Title _____

Authorized Signatory:

Signature _____

Date _____

Print Name _____

Title _____

APPENDIX A
INSTRUCTIONS TO COMPLETE INFORMATION FORM

PART A

Place a checkmark to indicate if the entity is the borrower, beneficial owner of the borrower, guarantor or covenantor.

Place a checkmark next to the business form the entity takes.

PART B

Please complete the full legal name of the entity, its business address, principal contact name, email address, phone number during business hours and facsimile number and the nature of the entity's principal business.

PART C

Please list all of the Directors, Trustees or Limited and/or General Partners, as well as a description of each individual's occupation.

PART D

If the entity is a not-for-profit organization, indicate if it is registered with the Canada Revenue Agency and their Business/Registration number. If the entity is a not-for-profit organization and not registered with the Canada Revenue Agency, indicate whether the entity solicits donations from the public.

PART E

Corporate / Entity Borrower / Not-for-Profit

An authorized signatory of the corporate/entity borrower must sign where indicated, clearly print his or her name, title, and insert the date of execution.

SCHEDULE C-1 - SOLICITOR'S CERTIFICATE OF CLIENT IDENTIFICATION ("Certificate")

Loan No. _____ Property Address _____

Prior to disbursing funds, we require that you ascertain the identity of each mortgagor, covenantor/guarantor and signing officer in accordance with our instructions to Solicitor, and send this fully completed and signed Certificate to us. Each mortgagor, covenantor/guarantor and signing officer is required to be physically present at the time you ascertain his or her identity. If required by the Mortgage Commitment, funds may not be disbursed until we have received the Certificate. Attach a separate page if insufficient space.

(A) Individuals and corporate/other entity signing officers. Particulars of identification produced by each mortgagor, covenantor/guarantor, and, where applicable, signing officer.

<p>i.</p>	<p>Full Legal Name <i>Identification Viewed from Appendix "A": Acceptable Forms of Identification</i></p>	<p>Date of Birth</p>
	1. Type _____ Place of Issue _____	No. _____ Expiry Date. _____
	2 Type _____ Place of Issue _____	No. _____ Expiry Date. _____
ii.	Full Legal Name <i>Identification Viewed from Appendix "A": Acceptable Forms of Identification</i>	Date of Birth
	1. Type _____ Place of Issue _____	No. _____ Expiry Date. _____
	2 Type _____ Place of Issue _____	No. _____ Expiry Date. _____
iii.	Full Legal Name <i>Identification Viewed from Appendix "A": Acceptable Forms of Identification</i>	Date of Birth
	1. Type _____ Place of Issue _____	No. _____ Expiry Date. _____
	2 Type _____ Place of Issue _____	No. _____ Expiry Date. _____

(B) Corporations, Not-for-Profit and other entities; Particulars of information ascertained for each mortgagor, covenantor/guarantor, beneficial owner, which is a corporation, not-for-profit or other entity.

Legal Name of Corporation, Not-for-Profit or Other Entity

Type of Entity _____ Reg. No. _____

Type of Record _____

Source of the electronic version of the record, if applicable (must be a source which is accessible to the public):

Legal Name of Corporation, Not-for-Profit or Other Entity

Type of Entity _____ Reg. No. _____

Type of Record _____

Source of the electronic version of the record, if applicable (must be a source which is accessible to the public):

Legal Name of Corporation, Not-for-Profit or Other Entity

Type of Entity _____ Req. No. _____

Type of Record

Source of the electronic version of the record, if applicable (must be a source which is accessible to the public):

Certificate of Solicitor

I have complied with your instructions set out above and in the section of the Solicitor's Instructions entitled "Identification Verification Requirements".

Certified at _____ this _____ day of _____, 20_____.
[Signature]

Signature

Print Name _____

Print Name

Identification Verification Requirements

Prior to disbursement of funds, we require you to ascertain the identity of each mortgagor, covenantor/guarantor, and where applicable, signing officer. Each mortgagor, covenantor/guarantor, and where applicable, signing officer (those who sign the security documentation) and beneficial owner must present to you for examination:

Two pieces of identification from the list of Acceptable Forms of Identification below

One of the ID documents must be photo identification. EXCEPTION: Customers over the age of 65 who do not have Photo ID may substitute it with another form of ID from the Acceptable Forms of Identification.

Where a corporation or other entity has more than three signing officers, you are required to ascertain the identity of only three of the signing officers.

No other form of identification is acceptable. All identification must be original, valid, legible, and not substantially damaged. Every mortgagor, covenantor/guarantor, signing officer, and beneficial owner is required to be physically present when you ascertain their identity. You must be satisfied that all parties who have attended before you to execute the mortgage documents are the same parties set out in our Commitment Letter. **Please provide photocopies of the identification.**

Our office must be immediately notified if you are unable to comply with these instructions and the reasons why.

Solicitors and Notaries Public outside of Canada hereby accept the appointment as agent for BC Housing Management Commission for the purpose of ascertaining the identity of the signatories of the security documentation.

Acceptable Forms of Identification

Any piece of identification issued by a **Canadian Government Body (Federal, Provincial or Municipal)** including but not limited to:

- a valid Driver's License
- Current Canadian Passport
- Certificate of Canadian Citizenship
- Certificate of Naturalization
- Permanent Resident Card
- Birth Certificate issued in Canada
- Old Age Security Card Issued by the Government of Canada
- Social Insurance Number
- Health Cards Issued by:
 - BC (Signature Only)
 - Alberta (No Picture of Signature)
 - Saskatchewan (No Picture of Signature)
 - Quebec (can be used only if client offers as ID)
 - New Brunswick (Signature Only)
 - Nova Scotia (Signature Only)
 - Newfoundland & Labrador (No Picture of Signature)

Valid foreign identification, if equivalent to an acceptable type of Canadian identification document, is also allowed (ie. a valid foreign passport).

Note: Health Cards issued by the Provinces of Ontario, Manitoba and Prince Edward Island are not acceptable forms of identification.

In addition, if the borrower is a corporation or other entity, please provide the following:

ID for Corporations

Copy of most recent annual report filed with the Registrar of Companies or current Corporate Search confirming the Borrower's existence and containing the names of the directors.

ID for Partnerships

- Copy of Certificate of Partnership and Partnership Agreement

Formal Trust

- Copy of Trust Deed, including all revisions

Not for Profit- (Unincorporated Bodies)

Copy of Charter or Articles of Association

Schedule “D”

Definitions

The following terms used in the Loan Commitment Letter shall have the following meanings:

“Approved Budget” means the finalized cost and construction and operating budgets and timetable detailing all hard and soft costs associated with the development and construction of the Project in accordance with the Approved Plans, as approved by BCHMC and its payment certifier or quantity surveyor, as applicable;

“Approved Plans” means the finalized plans, specifications, drawings, timetables, reports, and recommendations for the Project which have been approved by BCHMC and its payment certifier or quantity surveyor, as applicable;

“CMHC” means Canada Mortgage and Housing Corporation;

“Contractors” means all contractors engaged for the Project pursuant to the Construction Contracts;

“Construction Contracts” means the construction contracts in respect of the Project entered into between the Borrower and the Contractors, which construction contracts will be in the form of CCDC standard contracts, as amended from time to time, with BCHMC’s Supplementary General Conditions;

“CRA” means Canada Revenue Agency;

“First Advance” means the first advance of the principal amount under the Loan made by BCHMC;

“Fixed Rate” means the rate of interest that BCHMC obtains through a competitive bidding and selection process conducted and approved by BCHMC for a Take-Out Lender or, in the absence of such selection, such other rate as BCHMC shall advise the Borrower from time to time;

“GST” means goods and services tax;

“Hazardous Substance” means any substance defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term, by any applicable federal, provincial or local statute, regulation or ordinance now or in the future in effect, or any substance or materials, the use or disposition of which is regulated by any such statute, regulation or ordinance;

“Initial Take-Out Date” means the first Take-Out Date following the Last Advance;

“Interest Adjustment Date” means the first day of the month following the month in which the Last Advance is made by BCHMC, or the date of the Last Advance if that date is the first day of the month;

“Last Advance” means the last advance of the principal amount under the Loan made by BCHMC;

“Legal Requirements” means any law, statute, code, ordinance, order, award, judgment, decree, injunction, rule, regulation, authorization, consent, approval, order, permit, licence, direction or requirement of any government authority;

“Loan” means the authorized amount set forth in Section 3.1;

“Loan Commitment Letter” means the Loan Commitment Letter to which this Schedule “D” is attached and all other schedules attached thereto, as they may be amended, supplemented or replaced from time to time;

“PDF Loan” means a predevelopment funding loan;

“Project Completion” means the issuance of a full, final and unconditional occupancy permit;

“Purchase and Sale Agreement” means the Purchase and Sale Agreement dated for reference ♦ between ♦ and ♦, whereby ♦ agreed to sell and ♦ agreed to purchase, those lands and improvements located at ♦; *[NTD: insert this if the Borrower will enter into a Purchase and Sale Agreement. Remove if not applicable.]*

“RBC Prime Rate” means the floating annual rate of interest established and recorded by Royal Bank of Canada from time to time as a reference rate for purposes of determining rates of interest it shall charge on loans denominated in Canadian dollars made in Canada;

“Take-Out Date” means the date to be determined by BCHMC, in its sole discretion, as the date the Take-Out Lender commences long term financing of the Loan and includes the Initial Take-Out Date;

“Take-Out Lender” means one or more third party lenders with whom BCHMC will arrange financing on behalf of the Borrower for the Loan once construction of the Project is complete and until the Loan is repaid in full;

“Take-Out Loan” means the Loan in an amount approved by BCHMC that will be subject to long term financing with a Take-Out Lender; and

“Variable Rate” means, for each calendar month from and including the calendar month in which the First Advance is made until the Loan is repaid in full, an interest rate calculated as a weighted average of the interest charged by the Ministry of Finance of the Government of British Columbia to BCHMC plus administration spread of up to 0.5625% and, in any event, not more than the RBC Prime Rate plus 1.00%.