



WHISTLER

REPORT | ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED: April 6, 2021
FROM: Planning
SUBJECT: HOUSING AGREEMENT BYLAW (CHEAKAMUS CROSSING PHASE 2) NO. 2312, 2021

REPORT: 21-037
FILE: RZ1165

COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

That the recommendation of the General Manager of Resort Experience be endorsed.

RECOMMENDATION

That Council consider giving first, second, and third readings to “Housing Agreement Bylaw (Cheakamus Crossing Phase 2) No. 2312, 2021”; and

That Council resolve to proceed no further with previous “Bylaw Housing Agreement Bylaw (Cheakamus Crossing Phase 2) No. 2310, 2021”.

REFERENCES

Owner: Whistler 2020 Development Corporation (WDC)
Location: 1340/1360 Mount Fee Road
Legal: BLOCK A, DISTRICT LOT 8073 GROUP 1 NEW WESTMINSTER
Descriptions: DISTRICT, EXCEPT PLAN EPP277, PID 026-772-213

Bylaw Reference: “Housing Agreement Bylaw (Cheakamus Crossing Phase 2) No. 2312, 2021” (Provided in Council Package under Bylaws for consideration of 1st three readings)

PURPOSE OF REPORT

This Report requests consideration of first, second, and third readings for “Housing Agreement Bylaw (Cheakamus Crossing Phase 2) No. 2312, 2021”, associated with RZ1165. The Bylaw will authorize the Municipality to register a Housing Covenant over the Cheakamus Crossing Phase 2 lands, which is required to permit vertical construction. This Bylaw is presented for Council’s consideration instead of “Housing Agreement Bylaw (Cheakamus Crossing Phase 2) No. 2310, 2021”.

This Report additionally requests that Council resolve to proceed no further with the previous “Housing Agreement Bylaw No. 2310, 2021”, which received first three readings at the March 16, 2021 Meeting.

Staff brought forward to the March 16, 2021 Meeting a similar report recommending first, second, and third readings for a housing agreement bylaw for the same purpose, and also associated with RZ1165.

Staff have subsequently been informed by RMOW legal counsel that the Housing Agreement referenced in the previous bylaw is incorrect, and a new report and bylaw must be brought forward referencing the correct Housing Agreement.

DISCUSSION

Housing Agreement Bylaw

The housing agreement bylaw before Council has been modified to address that the CLBA contained two different housing agreements, a Schedule L and a Schedule F, and that Schedule F is the schedule that is to apply.

Provincial housing covenant BA311773 restricts any construction beyond site preparation on the Phase 2 lands until a housing agreement, as defined in the Community Land Bank Agreement (CLBA), is registered against title. Presented here for Council's consideration is the bylaw that will authorize the Municipality to enter into the housing agreement:

1. "Housing Agreement Bylaw (Cheakamus Crossing Phase 2) No. 2312, 2021"

"Housing Agreement Bylaw (Cheakamus Crossing Phase 2) No. 2310, 2021", which was presented to Council on March 16, 2021, was intended to authorize a housing agreement in the form of Schedule L to the Community Land Bank Agreement (Standard Charge Terms ST080100). However, staff has been advised by RMOW legal counsel that the CLBA definition of 'housing agreement' referenced in Provincial housing covenant BA311773 refers to a different original agreement from 2005, set out in Schedule F to the CLBA; this is the form of housing agreement that is required to address the development restriction in the covenant without any consent required from the Province. Upon registration of this agreement vertical construction may commence.

Under the CLBA, as modified in 2008, the Schedule L agreement, which included updated terms, was required to be registered upon the transfer of title from the RMOW, at that time contemplating the transfer of Athlete's Village housing for employee housing subsequent to the 2010 Games. This requirement continues to apply to the Cheakamus Crossing Phase 2 development. As described in the March 6th Council report, this agreement will be updated through the provisions in the CLBA and the agreement, to reflect current market conditions (appropriate residential rents) and Council policies for eligibility for employee housing.

The Schedule F covenant contains a rent charge provision related to covenant enforcement (Section 25). The rent charge provision allows the Municipality to collect a fee (i.e. a financial penalty) from the owner of a dwelling unit, if that dwelling unit is inhabited in violation of the terms of the Housing Agreement (for example, if the tenant does not meet employee housing eligibility criteria). However, in this case, the Municipality is the owner of the dwelling units, and so cannot enforce against itself. The Registrar of Titles has refused to register a similar rent charge in the past, where the RMOW is both grantor and grantee of the covenant. RMOW legal counsel is engaged in discussion with the Land Title Office regarding this problem, which was not anticipated by the drafters of either of the housing agreements contained in the CLBA. The proposed housing agreement bylaw (Bylaw 2312, 2021) has been prepared with two options for the housing agreement: Schedule F with the rent charge, and Schedule F without the rent charge. Staff will arrange for deposit of an agreement under the first option (with rent charge) if that becomes possible in time to meet WDC's construction schedule; otherwise staff will arrange for deposit of the housing agreement without the rent charge.

At a future time when Phase 2 employee housing sites are transferred to other parties, new housing agreements with up-to-date terms will replace the housing agreement that has been entered into to terminate the development restriction in BA311773 (that is, the Housing Agreement authorized by this Bylaw). The new housing agreement is currently being drafted, and will include a rent charge to assist RMOW with enforcement of the terms of the agreement. The Registrar of Titles will be able to register this agreement, because the grantor will be the new owner of the affected land.

If Council proceeds with Bylaw No. 2312, 2021, Bylaw No. 2310, 2021 will be abandoned by resolution at third reading.

Background

POLICY CONSIDERATIONS

Under the provincial *Local Government Act* a housing agreement requires approval by Council by bylaw.

BUDGET CONSIDERATIONS

All costs associated with individual rezoning applications, including staff review time, public meetings, notices, and legal fees will be paid by the applicant.

COMMUNITY ENGAGEMENT AND CONSULTATION

Under the provincial *Local Government Act* a housing agreement bylaw does not require a Public Hearing or public notification.

SUMMARY

The Report requests consideration of first, second, and third readings for a housing agreement bylaw associated with development of the Cheakamus Crossing Phase 2 lands, and a resolution to proceed no further with the previous housing agreement bylaw. It also requests Council authorization for the municipality to enter into a housing agreement to secure employee housing on the Cheakamus Crossing Phase 2 lands, as described in this Report and reflected in the housing agreement attached to "Housing Agreement Bylaw (Cheakamus Crossing Phase 2) No. 2312, 2021".

Respectfully submitted,

John Chapman
PLANNER
for
Mike Kirkegaard
DIRECTOR OF PLANNING
for
Jessie Gresley-Jones
GENERAL MANAGER OF RESORT EXPERIENCE