

File No. 04-1000-20-2016-272

August 30, 2016

s.22(1)

Dear s.22(1)

Re: Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")

I am responding to your request of August 3, 2016 for:

1. List of complaints about North Shore Better Living Society made to the City with dates, and
2. Detailed report of the points allocated or lost for the purpose of the point system draw that took place Wednesday May 11th, 2016, and
3. Copies of all internal COV communications relating to file DE419472 (e.g., emails to/from Daniel Godin, internal emails, internal memo's written s.22(1), etc.), and
4. Any written materials (e.g., minutes of meeting etc.) relating to any discussions between COV staff in relation to file DE419472.

Time frame: August 1st, 2015 to June 30th, 2016.

All responsive records are attached. Some information in the records has been severed, (blacked out), under s.22(1) of the Act. You can read or download this section here: http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00

Under section 52 of the Act you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your request. The Act allows you 30 business days from the date you receive this notice to request a review by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number assigned to your request (#04-1000-20-2016-272); 2) a copy of this letter; 3) a copy of your original request for information sent to the City of Vancouver; and 4) detailed reasons or grounds on which you are seeking the review.

Please do not hesitate to contact the Freedom of Information Office at foi@vancouver.ca if you have any questions.

Yours truly,

A handwritten signature in black ink, appearing to read 'Barbara J. Van Fraassen', with a stylized, sweeping flourish at the end.

Barbara J. Van Fraassen, BA
Director, Access to Information
City Clerk's Department, City of Vancouver

Encl.

:kt



Citizen Feedback

Case number: 101006565589

Case created: 2015-08-06, 05:14:00 PM

Incident Location

Address: 1812 W 4TH AV, Vancouver, V6J 1M3

Address2:

Location name:

Contact Details

Name: 2015 August, Anonymous

Address: ,

Address2:

Phone:

Email:

Alt. Phone:

Preferred contact method: Either

Request Details

- | | |
|--|--|
| 1. Describe details (who, what, where, when, why): * | Citizen is really concerned about the dispensary that is at 1812 w 4th. They seem to be really shady and not like other ones that is operating under regulation. The windows all closed and whenever the citizen is walking by there is a really strong odour coming from the store. |
| 2. Do you want to be contacted? * | No |
| 3. Type of feedback: * | Complaint |
| 4. Feedback regarding: * | City Department |
| 5. Department: * | Community Services |
| 6. Division or Branch Name: * | Business licence |

Additional Details

Map and Photo

- no picture -



Signs (Other)

Case number: 101007489769

Case created: 2016-03-25, 04:55:00 PM

Incident Location

Address: 1812 W 4TH AV, Vancouver, V6J 1M3

Address2:

Location name:

Contact Details

Name: s.22(1)

Address:

Address2:

Phone: s.22(1)

Email: s.22(1)

Alt. Phone:

Preferred contact method: Either

Request Details

1.	Type of request:	Complaint
2.	Type of issue:	Signs (Other)
3.	If Other, provide details:	
4.	Describe details:	Citizen reports that this medical marijuana shop has a sandwich board on the sidewalk and from her understanding they are not allowed to advertise.
5.	(Don't ask just record - Did caller indicate they want a call back?):	No

Additional Details

If sandwich boards are permitted, please let citizen know as she was going to note down other shops that do this.

Map and Photo

- no picture -



Property Use Complaint

Case number: 101007489790

Case created: 2016-03-25, 05:00:00 PM

Incident Location

Address: 1812 W 4TH AV, Vancouver, V6J 1M3

Address2:

Location name:

Contact Details

Name:

s.22(1)

Address:

Address2:

s.22(1)

Phone:

Email:

s.22(1)

Alt. Phone:

Preferred contact method: Either

Request Details

1.	Type of concern:	Marijuana-related Business Complaint
2.	If Other selected or there are multiple issues, provide details:	
3.	If Auto Repairs selected, provide name and phone number of operator, if known:	
4.	If Business Licence selected, provide business name:	
5.	If Home-based Business selected, provide details e.g. business type, hours of operation, customers are coming on site:	
6.	If Pesticide selected, who applied it?	
7.	What pesticide was used and when was it applied?	
8.	If a Rental Unit issue selected, was the landlord advised of the issue?	
9.	If Yes selected, what happened?	
10.	If Sign selected, provide sign size, wording or identifying details:	
11.	Caller's daytime phone number:	s.22(1)
12.	(Don't ask, just record - did caller indicate they want a call back?)	No

Additional Details

Caller said that you can see into this medical marijuana shop and from her understanding windows should be completely covered. --- (AVDSO, Mar 31 2016 12:03PM s.22(1) has been emailed with the answer from property

use.

Map and Photo

- no picture -

EN

FYA to:

FYI to:

DE419472: DEVELOPMENT APPLICATION

Section

INTERNAL NOTES

NOTES

007 ***** PCT SUMMARY REPORT *****

NOTE TO APPROVAL AUTHORITY

RECOMMENDATION TO: J. Greer ON: 05/20/16 BY: K. Pringle SIGNATURE;
DEALT WITH BY: AD DRB on behalf of DOP ON: 05/20/16 BY: J. Greer SIGNATURE;
RECOMMENDATION SUMMARY: REFUSAL of this preliminary application for change of use to Medical Marijuana
Related use.
REASON(S) FOR REFUSAL: Unsuccessful at declustering draw.

End of report

DEVELOPMENT APPLICATIONS GROUP

- TO:
- ASSISTANT DIRECTOR, PC-D
 - MANAGER, PC-D
 - MANAGER, ENQUIRY CENTRE
 - HOUSING REVIEW

HERITAGE ALTERATION PERMIT

SIGNATURE/INITIALS

DATE

FROM: KYLE PRINGLE

DATE: MAY 20/16

ADDRESS: 1808 W 4th AVE

DE #: 419472

TO: SUPPORT GROUP (Initials/Date)	TO: PC (Initials/Date)
	<u>CP - May 20/16</u>

COMMENTS:

DE419472: DEVELOPMENT APPLICATION

Section

PERMIT ADDRESS : 1808 W 4TH AV Status: OPEN GENERAL
 Specific address : GROUND FLOOR Opened: AUG 17, 2015
 Place name : 1812 W 4TH AVE

Addressing data :
 Co-ordinate : 640-097-84-0000
 Legal description: LOT 18 BLK 247 PLAN VAP590 DL 526 LD NW

Project value : \$0 Purpose to : 003 ALTER
 Assessed value : \$3,200 Subtype :

Temporary bldg : to Temporary use: to

Complexity : * Not found * Sets of plans : METRIC?
 Signature on: A APPLICATION Nbr of bldgs : 1

Preliminary development permit application to change the use of this space to Medical Marijuana Related-Use. PROJECT DESCRIPTION

1 : DANIEL RENE GODIN APPLICANT 05 TENANT CONTACTS
 1812 W 4TH AVE
 VANCOUVER BC V6J1M3 Bus lic acct: Tel: 604-880-6228
 Certificate : Fax:

Signed by : 1 TENANT Job Contact : 1 TENANT
 Last invoice: 1 TENANT Mail to :

Use code	Use Specifics/location	Occ class	By-law (SF)	Existing (SF)	Proposed (SF)	USES
R55	MED MARIJUNA-REL					

Item	Specifics/Remarks	By-law (I)	Existing (I)	Proposed (I)	UM	ITEMS
0002	BUILDING TYPE					
0040	PROCESSED THROUGH 32 PROC CTR -MGR DE					
0041	BY-LAW PROVISION C CONDITIONAL					
0080	ZONE ZO35C-3A					
0089	WEATHER PROTECTIONWP01WEATHER PROTECTION					

Date entered	Trx typ	Invoice number	Fee code	Calculation based on	\$ Amount	FEEs
2015081	EXC	785675	200 DEV SCHED 9		100.00	
2015081	PAY	785675			100.00-	

REASON FOR REFUSAL NOTES

DE419472: DEVELOPMENT APPLICATION

Section

REASON FOR REFUSAL

NOTES

~~002 The proposed development does not comply with the regulations of the Zoning & Development By-law that affect the site.~~
009 The proposed use is unsatisfactory at this location.

CUSTOMER INFORMATION

965 SEE SECTION 573 OF THE VANCOUVER CITY CHARTER AND THE BOARD OF VARIANCE BY-LAW FOR APPEALS TO THE BOARD OF VARIANCE.
ANY APPEAL MUST BE FILED ON THE OFFICIAL NOTICE OF APPEAL FORM WITHIN 30 DAYS FROM THE DATE OF THIS REFUSAL.
APPOINTMENTS WILL BE TAKEN TO FILE A NOTICE OF APPEAL BY THE SECRETARY FOR THE BOARD OF VARIANCE AT TELEPHONE 604-873-7723.

INTERNAL NOTES

007 ~***** PCT SUMMARY REPORT *****~

NOTE TO APPROVAL AUTHORITY

RECOMMENDATION TO: J. Greer ON: 05/20/16 BY: K. Pringle SIGNATURE;
DEALT WITH BY: AD DRB on behalf of DOP ON: 05/20/16 BY: J. Greer SIGNATURE;
RECOMMENDATION SUMMARY: REFUSAL of this preliminary application for change of use to Medical Marijuana Related use.
REASON(S) FOR REFUSAL: Unsuccessful at declustering draw.

01 APPLICATION TAKEN BY J FREEMAN PROCESSED BY
02 APPLICATION TYPED BY K PRINGLE
03 PERMIT AUTHORIZED BY J GREER

Req Review/Inspection Dist Department/branch Current Date Date ACTIVITIES
for activity group rict responsible status open complete

01 PERMIT GENERAL DEVELOPMENT SERVCS 01 OPEN 15AUG17
15AUG17 J FREEMAN 001 OPEN APPLICATION
APP AD ADDRESSING REVIEW ADDRESSING 12 NOT REQD 15AUG17 16MAY20
15AUG17 J FREEMAN 060 OPEN GROUP
16MAY20 K PRINGLE 072 GROUP NOT REQUIRED
APP 06 PROC CNTR DEV REVW PROC CENTRE - DEV 11 REJECTED 16MAY20 16MAY20
16MAY20 K PRINGLE 066 REJECT FOR PERMIT
16MAY20 K PRINGLE 060 OPEN GROUP
APP 08 PROC CNTR BLDG RVW PROC CENTRE - BLDG 12 NOT REQD 15AUG17 16MAY20
15AUG17 J FREEMAN 060 OPEN GROUP
16MAY20 K PRINGLE 072 GROUP NOT REQUIRED

DE419472: DEVELOPMENT APPLICATION

Section

Req Review/Inspection for activity group	Dist rict	Department/branch responsible	Current status	Date open	Date complete	ACTIVITIES
APP 19 DEV COST LEVY REVW	DE14	BY-LAW ADMIN	12 NOT REQD	15AUG17	16MAY20	
15AUG17 J FREEMAN		060 OPEN GROUP				
16MAY20 K PRINGLE		072 GROUP NOT REQUIRED	45	CANCELLED		

End of permit

End of report

C-3A District Schedule

1 Intent

The intent of this Schedule is to provide for a wide range of goods and services, to maintain commercial activities, specialized services and some light manufacturing enterprises while preserving the character and general amenity of the area and its immediate surroundings, and to provide for dwelling uses designed compatibly with commercial uses.

2 Outright Approval Uses

2.1 Subject to all other provisions of this By-law and to compliance with section 2.3 and the regulations of this Schedule, the uses listed in section 2.2 shall be permitted in this District and shall be issued a permit.

2.2 Uses

- 2.2.A
- Accessory Buildings customarily ancillary to any of the uses listed in this Schedule, provided that:
 - (a) no accessory building exceeds 3.7 m in height measured to the highest point of the roof if a flat roof, to the deck line of a mansard roof, or to the mean height level between the eaves and the ridge of a gable, hip or gambrel roof, provided that no portion of an accessory building may exceed 4.6 m in height;
 - (b) all accessory buildings are located in the rear yard and in no case are less than 3.1 m from the ultimate centre line of any rear or flanking lane;
 - (c) the total floor area, measured to the extreme outer limits of the building, of all accessory buildings is not greater than 15 percent of the total area of the site;
 - (d) not applicable; [Maximum width]
 - (e) not applicable; [Proximity to residential dwelling]
 - (f) no accessory building obstructs the horizontal daylight access prescribed in this Schedule for residential use.
 - Accessory Uses customarily ancillary to any of the uses listed in this section, provided that unless permitted as an outright approval use pursuant to section 2 of this Schedule, the total floor area of all accessory uses is not greater than 25 percent of the gross floor area of the principal use.
- 2.2.C [Cultural and Recreational]
- Arts and Culture Indoor Event.
 - Bowling Alley.
 - Club.
 - Community Centre or Neighbourhood House.
 - Fitness Centre.
 - Hall.
 - Library.
 - Museum or Archives.
 - Rink.
 - Swimming Pool.
 - Theatre.
- 2.2.I [Institutional]
- School - University or College.

2.2.0 [Office]

- Financial Institution.
- General Office.
- Health Care Office.

2.2.R [Retail]

- Furniture or Appliance Store.
- Grocery or Drug Store except for Small-scale Pharmacy.
- Retail Store.

2.2.S [Service]

- Auction Hall.
- Barber Shop or Beauty Salon.
- Beauty and Wellness Centre.
- Catering Establishment.
- Laboratory.
- Laundromat or Dry Cleaning Establishment.
- Photofinishing or Photography Studio.
- Print Shop.
- Repair Shop - Class B.
- Restaurant - Class 1.
- School - Business.
- School - Vocational or Trade.
- Sign Painting Shop.

2.3 Conditions of Use

2.3.1 All commercial uses and accessory uses listed in this section shall be carried on wholly within a completely enclosed building except for the following:

- (a) parking and loading facilities;
- (b) restaurant;
- (c) display of flowers, plants, fruits and vegetables.

3 Conditional Approval Uses

3.1 Subject to all other provisions of this By-law, including section 3.3.3, and the provisions and regulations of this Schedule, the Development Permit Board may approve any of the uses listed in section 3.2, subject to the conditions of section 3.3, and including such other conditions as it may decide, provided that it first considers:

- (a) the intent of this Schedule and all applicable policies and guidelines adopted by Council; and
- (b) the submission of any advisory group, property owner or tenant.

3.2 Uses

3.2.A • Accessory Uses to any of the uses listed in this Schedule, subject to the same provisions as section 2.2.A of this Schedule.

3.2.AG [Agricultural]

- Urban Farm - Class B, subject to the provisions of section 11.30 of this By-law.

3.2.C [Cultural and Recreational]

- Arcade.
- Artist Studio, subject to the provisions of section 11.18 of this By-law.
- Billiard Hall.
- Bingo Hall.
- Casino - Class 1.
- Park or Playground.
- Zoo or Botanical Garden.

3.2.D • Deposition or extraction of material so as to alter the configuration of the land.

3.2.DW [Dwelling]

- Dwelling units in conjunction with any of the uses listed in this schedule except that no portion of the first storey of a building to a depth of 10.7 m from the front wall of the building and extending across its full width shall be used for residential purposes except for entrances to the residential portion and provided that before making a decision the Development Permit Board shall consider the design and livability of the dwelling units.
- Multiple Dwelling, provided that the Development Permit Board is of the opinion that the site is suitable for residential use.
- Multiple Conversion Dwelling, resulting from the conversion of a building which was in existence prior to June 18, 1956, provided that:
 - (a) before making a decision the Development Permit Board shall consider the quality and livability of the resulting units, the suitability of the building for conversion in terms of age and size, and the effect of the conversion on adjacent properties and the character of the area; and
 - (b) building additions shall not be permitted.
- Principal Dwelling Unit combined with a Lock-off Unit in conjunction with any of the uses listed in this schedule, except that no portion of the first storey of a building to a depth of 10.7 m from the front wall of the building and extending across its full width may be used for residential purposes unless the purpose is for entrances to the residential portion, and, with respect only to the C-3A District Schedule, the Development Permit Board, before making a decision, considers the design and livability of the dwelling units.
- Principal Dwelling Unit combined with a Lock-off Unit in a Multiple Dwelling if the Development Permit Board is of the opinion that the site is suitable for residential use.
- Residential Unit associated with and forming an integral part of an artist studio, subject to the provisions of section 11.19 of this By-law.
- Seniors Supportive or Assisted Housing, subject to section 11.17 of this By-law.

3.2.I [Institutional]

- Ambulance Station.
- Child Day Care Facility.
- Church.
- Detoxification Centre.
- Hospital.
- Public Authority Use.
- School - Elementary or Secondary.
- Social Service Centre.
- Community Care Facility – Class B, subject to the provisions of section 11.17 of this By-law.
- Group Residence, subject to the provisions of section 11.17 of this By-law.

- 3.2.M [Manufacturing]
- Clothing Manufacturing.
 - Dairy Products Manufacturing.
 - Food or Beverage Products Manufacturing - Class B.
 - Ice Manufacturing.
 - Jewellery Manufacturing.
 - Miscellaneous Products Manufacturing - Class B.
 - Printing or Publishing.
 - Textiles or Knit Goods Manufacturing.
- 3.2.O [Office]
- Health Enhancement Centre.
- 3.2.P [Parking]
- Parking Uses.
- 3.2.R [Retail]
- Farmers' Market, subject to the provisions of Section 11.21 of this By-law. *Compatibility with nearby sites, parking, traffic, noise, hours of operation, size of facility, pedestrian amenity.*
 - Adult Retail Store.
 - Gasoline Station - Full Serve, subject to the provisions of section 11.10 of this By-law.
 - Gasoline Station - Split Island, subject to the provisions of section 11.10 of this By-law.
 - Liquor Store.
 - Medical Marijuana-related Use, subject to the provisions of section 11.28 of this By-law.
 - Pawnshop.
 - Public Bike Share.
 - Secondhand Store.
 - Small-scale Pharmacy, subject to the provisions of section 11.22 of this By-law.
 - Vehicle Dealer.
- 3.2.S [Service]
- Animal Clinic.
 - Bed and Breakfast Accommodation, subject to the provisions of section 11.4 of this By-law.
 - Cabaret.
 - Drive-through Service.
 - Funeral Home.
 - Hotel.
 - Motor Vehicle Repair Shop.
 - Motor Vehicle Wash.
 - Neighbourhood Public House.
 - Photofinishing or Photography Laboratory.
 - Production or Rehearsal Studio.
 - Repair Shop - Class A.
 - Restaurant - Class 2.
 - Restaurant - Drive-in.
 - School - Arts or Self-Improvement.
 - Wedding Chapel, subject to section 11.20 of this By-law.
- 3.2.T [Transportation and Storage]
- Mini-storage Warehouse.
 - Storage Warehouse.
 - Taxicab or Limousine Station.

3.2.U [Utility and Communication]

- Public Utility.
- Radiocommunication Station.
- Recycling Depot.

3.2.W [Wholesale]

- Lumber and Building Materials Establishment.
- Wholesaling - Class A.
- Wholesaling - Class B.

3.2.Z • Any other use which is not specifically listed and defined as a use in section 2 of this By-law but which the Development Permit Board considers comparable in nature to the uses listed in this Schedule, having regard to the intent of this District Schedule.

3.3 Conditions of Use

3.3.1 All commercial uses listed in this section shall be carried on wholly within a completely enclosed building, except for the following:

- (a) parking and loading facilities;
- (b) full serve and split island gasoline station, except that section 11.10.2 of this By-law continues to apply;
- (c) vehicle dealer;
- (d) drive-in restaurant;
- (e) drive-through service;
- (f) lumber store;
- (g) taxicab or limousine station;
- (h) neighbourhood public house;
- (i) farmers' market;
- (j) public bike share; and
- (k) Urban Farm - Class B.

4 Regulations

All uses approved under sections 2 and 3 of this District Schedule shall be subject to the following regulations.

4.1 **Site Area** -- Not Applicable.

4.2 **Frontage** -- Not Applicable.

4.3 **Height**

4.3.1 The maximum height of a building shall be 9.2 m.

4.3.2 The Development Permit Board may permit an increase in the maximum height of a building with respect to any development, provided that it first considers:

- (a) the intent of this Schedule, all applicable policies and guidelines adopted by Council and the relationship of the development with nearby residential areas;
- (b) the height, bulk, location and overall design of the building and its effect on the site, surrounding buildings and streets and existing views;
- (c) the amount of open space, including plazas, and the effects of overall design on the general amenity of the area;
- (d) the provision for pedestrian needs;
- (e) the preservation of the character and general amenity desired for the area; and
- (f) the submission of any advisory group, property owner or tenant.

4.4 Front Yard and Setback

- 4.4.1 No front yard shall be required.
- 4.4.2 A setback of 1.2 m from the front property line shall be required for any parking area.

4.5 Side Yards and Setback

- 4.5.1 No side yard shall be required, except that where the site adjoins, without the intervention of a lane, a site located in an R district, in which case the following side yard requirements apply:
- (a) where the adjoining site is in an RM district, a side yard with a minimum width of 1.5 m shall be provided adjoining the RM district;
 - (b) in all other cases, a side yard with a minimum width of .9 m shall be provided, except in the case of a corner site in which case an exterior side yard need not be provided.
- 4.5.2 Where a side yard is provided, although not required, the minimum provisions of section 4.5.1 shall apply.
- 4.5.3 In the case of a corner lot, a setback of 1.2 m from the side property line abutting the flanking street shall be required for any parking area.

4.6 Rear Yard and Setback

- 4.6.1 A rear yard with a minimum depth of 3.1 m shall be provided, except that where the rear of the site abuts a lane, this required minimum depth shall be decreased by the lane width between the rear property line and the ultimate centre line of the lane.
- 4.6.2 Where any portion of a building contains residential uses, that portion shall be set back a minimum of 7.6 m from the rear property line across the full width of the building, except that where the rear of the site abuts a lane, this required minimum setback shall be decreased by the lane width between the rear property line and the ultimate centre line of the lane.

4.7 Floor Space Ratio

- 4.7.1 The floor space ratio shall not exceed 1.00. The Development Permit Board may permit an increase in this maximum floor space ratio to any figure up to and including 3.00, provided that it first considers:
- (a) the intent of this Schedule, all applicable policies and guidelines adopted by Council and the relationship of the development with nearby residential areas;
 - (b) the height, bulk, location and overall design of the building and its effect on the site, surrounding buildings and streets, and existing views;
 - (c) the amount of open space, including plazas, and the effects of overall design on the general amenity of the area;
 - (d) the effect of the development on traffic in the area;
 - (e) the provision for pedestrian needs; and
 - (f) the design and livability of any dwelling uses.
- 4.7.2 The following shall be included in the computation of floor space ratio:
- (a) all floors of all buildings including accessory buildings, both above and below ground level, to be measured to the extreme outer limits of the building; and

- (b) in dwelling units and artists studios, where the distance from a floor to the floor above, or where there is no floor above, to the top of the roof rafters or deck, exceeds 3.7 m, an additional amount equal to the area of the floor below the excess height, except that the Director of Planning may exclude additional height in combination with:
 - (i) an undeveloped floor area beneath roof elements which are, in the opinion of the Director of Planning, solely for decorative purposes and to which the only means of access is a hatch, residential lobby or mechanical penthouse, or
 - (ii) venting skylights, opening clerestory windows or other similar features which, in the opinion of the Director of Planning, reduce energy consumption or improve natural light and ventilation.

4.7.3 The following shall be excluded in the computation of floor space ratio:

- (a) open residential balconies and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that the total area of all exclusions does not exceed eight percent of the residential floor area being provided;
- (b) amenity areas for the social and recreational enjoyment of residents and employees, or providing a service to the public, including facilities for general fitness, general recreation and child day care, provided that:
 - (i) the total area being excluded shall not exceed the lesser of 20 percent of the permitted floor space or 1 000 m² ; and
 - (ii) in the case of a child day care centre, the Director of Planning, on the advice of the Director of Social Planning, is satisfied of the need for the facility in the immediate neighbourhood.
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which:
 - (i) are at or below the base surface, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length; or
 - (ii) are above the base surface and where developed as off-street parking are located in an accessory building situated in the rear yard, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length; and
- (d) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage space above base surface for that unit.

4.7.4 The Director of Planning may permit the following to be excluded in the computation of floor space ratio:

- (a) enclosed residential balconies, provided that the Director of Planning first considers all applicable policies and guidelines adopted by Council and approves the design of any balcony enclosure, subject to the following:
 - (i) the total area of all open and enclosed balcony or sundeck exclusions does not exceed eight percent of the residential floor area being provided; and
 - (ii) no more than fifty percent of the excluded balcony floor area may be enclosed;
- (b) interior public space, including atria and other similar spaces, provided that:
 - (i) the excluded area shall not exceed the lesser of 10 percent of the permitted floor area or 600 m²;
 - (ii) the excluded area shall be secured by covenant and right of way in favour of the City of Vancouver which set out public access and use; and
 - (iii) the Director of Planning first considers all applicable policies and guidelines adopted by Council.

- 4.7.5 The Development Permit Board may increase the allowable floor space ratio by a maximum of 10 percent where the increase results from a transfer of heritage density.

For the purposes of this section “heritage density” means density provided as compensation for a heritage designation, which is transferred from the site of the designated heritage property to another site in accordance with Council’s Transfer of Density Policy and Procedure.

4.9 [Deleted -- see Parking By-law.]

4.10 Horizontal Angle of Daylight

- 4.10.1 Each habitable room must have at least one window on an exterior wall of a building.
- 4.10.2 Each exterior window must be located so that a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, will encounter no obstruction over a distance of 24.0 m.
- 4.10.3 The plane or planes referred to in section 4.10.2 must be measured horizontally from the centre of the bottom of each window.
- 4.10.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement, if:
- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
 - (b) the minimum distance of unobstructed view is not less than 3.7 m.
- 4.10.5 An obstruction referred to in section 4.10.2 means:
- (a) any part of the same building including permitted projections; or
 - (b) the largest building permitted under the zoning on any adjoining site.
- 4.10.6 A habitable room referred to in section 4.10.1 does not mean:
- (a) a bathroom; or
 - (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².

4.15 Acoustics

- 4.15.1 A development permit application for dwelling uses shall require evidence in the form of a report and recommendations prepared by persons trained in acoustics and current techniques of noise measurement demonstrating that the noise levels in those portions of the dwelling units listed below shall not exceed the noise levels expressed in decibels set opposite such portions of the dwelling units. For the purposes of this section the noise level is the A-weighted 24-hour equivalent (Leq) sound level and will be defined simply as the noise level in decibels.

Portions of dwelling units	Noise levels (Decibels)
bedrooms	35
living, dining, recreation rooms	40
kitchen, bathrooms, hallways	45

5 Relaxation of Regulations

5.1 The Development Permit Board or the Director of Planning, as the case may be, may relax the maximum height, floor area and location regulations for accessory buildings and accessory uses except that the relaxed height shall not, in any event, exceed the maximum prescribed in section 4.3.1 nor the floor space exceed 33- $\frac{1}{3}$ percent of the gross floor area of the principal use.

5.2 Where a need for any public, social, cultural or recreational facility has been demonstrated to the satisfaction of the Development Permit Board, the Board may permit for any one building, which includes one or more of such facilities, an increase in the maximum floor space ratio or density of a building and may require that any such facility be preserved in the public domain by way of a registered agreement and operated by the City or its delegates.

In determining the amount of the increase in floor area or density that may be permitted, the Development Permit Board shall consider:

- (a) the construction cost of the facility;
- (b) any costs to the developer of continuing maintenance required for the facility;
- (c) the rental value of the increased floor area;
- (d) the value of any authorized relaxation of other restrictions; and
- (e) the opinion of City Council.

5.3 The Development Permit Board or the Director of Planning, as the case may be, may relax the use conditions of sections 2.3.1 and 3.3.1 to permit the outdoor display of retail goods, and may include such other conditions as he deems necessary, having regard to the type of merchandise, the area and location of the display with respect to adjoining sites, the hours of operation and the intent of this Schedule.

- 11.26.2 The site must be within 100 metres of the development project to which the Temporary Sales Office relates.
- 11.26.3 The site must be located on an arterial or major street, which generally have two or more lanes of travel in each direction and are usually designated as truck and bus routes.
- 11.26.4 The site must be more than 800 metres from a commercial district, except that the Director of Planning may permit the use closer to a commercial district if the applicant can demonstrate that suitable commercial vacancy opportunities are not available.
- 11.26.5 The Director of Planning must consider the submission of any advisory group, property owner or tenant and all applicable policies and guidelines adopted by Council.
- 11.26.6 The site must be fully restored to its original condition immediately following the expiration of a development permit.

11.27 Micro dwelling

- 11.27.1 A micro dwelling must be part of a development which has a covenant or housing agreement registered against title restricting its use to secured market rental housing or social housing, for the longer of 60 years or the life of the building.
- 11.27.2 The floor area of a micro dwelling must be at least 29.7 m², except that the Director of Planning or the Development Permit Board may relax the permitted floor area of a micro dwelling to a minimum of 23.2 m² if:
- (a) the Director of Planning or the Development Permit Board first considers all applicable Council policies and guidelines; and
 - (b) the micro dwelling is part of a development which has a covenant or housing agreement registered against title restricting its use to secured market rental housing or social housing, for the longer of 60 years or the life of the building.
- 11.27.3 A micro dwelling is only permitted in:
- (a) the area of the FC-1 District north of National Avenue;
 - (b) the area of the RT-3 and RM-3A districts located north of Venables Street, Malkin Avenue and Prior Street, south of Hastings Street, east of Gore Avenue and west of Clark Drive;
 - (c) the HA-1 and HA-1A districts;
 - (d) the HA-2 district;
 - (e) the Downtown-Eastside Oppenheimer district; and
 - (f) the area of the Downtown district denoted as C2 on Map 1 of the Downtown Official Development Plan.

- 11.27.4 No more than one person shall occupy a micro dwelling.

11.28 Medical Marijuana-related Use

- 11.28.1 Before granting a development permit, the Director of Planning shall:
- (a) notify surrounding property owners and residents and have regard to their opinions;
 - (b) have regard to the liveability of neighbouring residents; and
 - (c) consider all applicable Council policies and guidelines.

- 11.28.2 A Medical Marijuana-related Use is not permitted:
- (a) within 300 metres of the nearest property line of a site containing another Medical Marijuana-related Use;
 - (b) within 300 metres of the nearest property line of a site containing a School - Elementary or Secondary, Community Centre or Neighbourhood House;
 - (c) within the area outlined on Figure 1 below, except for sites with a property line on Hastings Street or Main Street;
 - (d) on any site with a property line on Granville Street between Robson Street and Pacific Boulevard;
 - (e) on any site other than a site adjacent to a street that has a painted center line;
 - (f) in conjunction with any other use; or
 - (g) in conjunction with an automated banking machine.

11.29 Urban Farm - Class A

Notwithstanding anything else in this By-law, Urban Farm - Class A is subject to the following:

- 11.29.1 The planting area must not exceed 325 m² on any single parcel unless the primary use of the parcel is Park or Institutional in which case the Director of Planning may permit an increase in planting area to a maximum of 7 000 m².
- 11.29.2 If two or more parcels are operated jointly as an Urban Farm - Class A, the combined planting area for all parcels must not exceed 7 000 m².
- 11.29.3 No on-site processing of fruits and vegetables, or manufacturing of food products is permitted.
- 11.29.4 No mechanical equipment may be used other than that designed for household use including lawnmowers, rototillers, garden hoses and pruners.
- 11.29.5 No herbicides or pesticides are permitted.
- 11.29.6 No on-site sales are permitted, unless the primary use of the parcel is Institutional.
- 11.29.7 No Urban Farm - Class A operated on a single parcel may generate revenue exceeding \$9,999 in any calendar year, unless the primary use of the parcel is Park or Institutional.
- 11.29.8 If an Urban Farm - Class A is operated, in whole or in part, by a person other than an owner or full-time resident of the parcel, the planting area must be subject to a lease authorizing the operation of the farm.
- 11.29.9 No offensive noise, odour, light, smoke, or vibration or other objectionable effect may be produced.
- 11.29.10 No mechanical equipment may be stored outside.
- 11.29.11 Any development permit or waiver of a development permit for an Urban Form-Class A is time limited to 1 year.

11.30 Urban Farm - Class B

Notwithstanding anything else in this By-law, Urban Farm – Class B is subject to the following:

CITY OF VANCOUVER

DATE ISSUED MAY 20, 2016		PERMIT TYPE DEVELOPMENT PERMIT REFUSAL				REFUSAL NUMBER R DE 419472	
LEGAL DESCRIPTION LOT 18 BLK 247 PLAN VAP590 DL 526 LD NW					ADDRESS 1808 W 4TH AV		
ADDITIONAL ADDRESS INFORMATION					SPECIFICS GROUND FLOOR		
APPLICATION DATE AUG 17, 2015	PURPOSE ALTER	PROJECT VALUE	ASSESSED VALUE \$3,200	PLANS	METRIC NO	PLACE NAME 1812 W 4TH AVE	
TEMPORARY BUILDING DATES		TEMPORARY USE DATES		SUBTYPE			
COMPLEXITY 020 C/E/R/S CHG USE					CO-ORDINATE 640-097-84-0000		
APPLICANT TENANT DANIEL RENE GODIN 1812 W 4TH AVE VANCOUVER BC V6J 1M3			CONTACT 2		CONTACT 3		
TEL 604-880-6228 FAX	BUS.LICENSE CERTIFICATE	TEL FAX	BUS.LICENSE CERTIFICATE	TEL FAX	BUS.LICENSE CERTIFICATE		
<p>THE APPLICATION SUBMITTED WITH PLANS TO:</p> <p style="text-align: center;">Preliminary development permit application to change the use of this space to Medical Marijuana Related-Use.</p>							
<p>AND IS REFUSED FOR THE FOLLOWING REASONS:</p> <p>009 The proposed use is unsatisfactory at this location.</p>							
PROPOSED USE R55 MED MARIJUNA-REL		SPECIFICS/LOCATION		AREA (SF)	OCC	PROPOSED USE	
ITEM		SPECIFICS/REFERENCE		QTY/AMT	ITEM		
0040 PROCESSED THROUGH		32 PROC CTR -MGR DE			0080 ZONE		
0041 BY-LAW PROVISION		C CONDITIONAL			0089 WEATHER PROTECTION		
0089 WEATHER PROTECTION		WP01 WEATHER PROTECTION					
<p>ADDITIONAL NOTES:</p> <p>965 SEE SECTION 573 OF THE VANCOUVER CITY CHARTER AND THE BOARD OF VARIANCE BY-LAW FOR APPEALS TO THE BOARD OF VARIANCE.</p> <p>ANY APPEAL MUST BE FILED ON THE OFFICIAL NOTICE OF APPEAL FORM WITHIN 30 DAYS FROM THE DATE OF THIS REFUSAL. APPOINTMENTS WILL BE TAKEN TO FILE A NOTICE OF APPEAL BY THE SECRETARY FOR THE BOARD OF VARIANCE AT TELEPHONE 604-873-7723.</p>							
FEE		AMOUNT		FEE		AMOUNT	
200 DEV SCHED 9		100.00				SIGNED BY	
						DANIEL RENE GODIN	
						DATE	
						SEE APPLICATION	
						HANDLED BY	
						K PRINGLE	
						FOR THE	
						DIRECTOR OF PLANNING & DEV	
INVOICE : 785675				TOTAL		\$100.00	

PDD200.01 REVISED FEB/08

BUILDING PERMIT APPLICATION NOTICE

THE APPLICANT IS ADVISED OF THE FOLLOWING

An application for a Building Permit has not been completed within 6 months after the date of filing, or within 6 months of the last substantial activity with respect to the application, the application shall be deemed to have lapsed.

The City Building Inspector may refuse to issue any Building Permit

- (a) whenever information submitted is inadequate to determine compliance with the provisions of the Building By-law,
- (b) whenever incorrect information is submitted,
- (c) that would authorize any building work or occupancy that would not be permitted by the Building By-Law, or
- (d) that would be prohibited by any other by-law, act or regulation.

DEVELOPMENT PERMIT NOTICE

1. The issuance of this development permit does not absolve the owner or applicant from compliance with all relevant City by-laws, or from obtaining all other required City permits such as building, plumbing, gas, electrical, boulevard and sidewalk crossing (street occupancy), sewer and water, etc.
2. The Director of Planning may, without requiring a new development permit application, approve amendments of a minor nature to the development as approved by this permit. See the Zoning and Development By-law for further information.
3. This development permit is valid for 12 months only from the date issued unless the development as approved shall have meantime commenced, or a building permit has been issued and is unexpired in which case the Development Permit is valid for 24 months only from the date issued. For Extensions or Renewals see the Zoning and Development By-law.

FOR FURTHER INFORMATION - Please enquire at:
 Enquiry Centre
 Community Services Group - Development Services
 East Wing, City Hall
 Vancouver, B.C.
 Tel: 604-873-7611

BUILDING PERMIT NOTICE

THE APPLICANT IS ADVISED OF THE FOLLOWING:

For information on limitation on times of work in which noise is created, see the Noise By-law or contact the Licenses & Inspections Department of the Community Services Group.

The Building Permit Job Card must be posted on the job and plans stamped with the Development Services Department Approval must be on site and available to the City Building Inspector at the time of each inspection. No deviation from the plans or Building Permit shall be made without the written approval of the City Building Inspector.

It is the owner's responsibility to establish the property lines of the site; the City Building Inspector may, if he deems it necessary, require the owner to furnish a survey of the site certified by a British Columbia Land Surveyor.

BUILDING PERMIT NOTICE continued

The City Building inspector may revoke a Building Permit if

- (a) there is a contravention of any condition under which the Building Permit was issued.
- (b) the Building Permit was issued in error, or
- (c) the Building Permit was issued on the basis of incorrect information.

A Building Permit shall expire and the right of an owner under the Building Permit shall terminate if

- (a) the work authorized by the Building Permit is not commenced within 6 months from the date of issuance of the Building Permit and actively carried out thereafter, or
- (b) work is suspended for a period of 6 months.

No Building Permit fees or part thereof paid to the City shall be refunded if

- (a) construction authorized by a Building Permit has commenced, or
- (b) the Building Permit has expired or lapsed.

Office Use

Notes

ENGINEERING DEPARTMENT

SENT TO ENG DEPT	DATE	TIME
COMMENTS RETURNED TO DS DEPT	DATE	TIME
DEVELOPMENT PERMIT - HOLD	<input type="checkbox"/>	CLEAR <input type="checkbox"/>
ENGINEERING DEPT - DO NOT HOLD IN ENGINEERING DEPT FOR BUILDING PERMIT HOLD ONLY		
BUILDING PERMIT - HOLD	<input type="checkbox"/>	CLEAR <input type="checkbox"/>
DATE CLEARED	SIGNATURE	

SITE DIMENSIONS

COMMENTS

DEVELOPMENT PERMIT - HOLD, SEE MEMO

ZONING

ITEM	REMARKS	INITIALS	DATE
REZONING			
SUBDIVISION			
STUDY AREAS			
ENTERED ON INDEX MAP INDEX MAP NO BY			

PLANNING DEPARTMENT -- NEW SUBDIVISION ONLY

PERMIT (HOLD UNTIL NEW SUBDIVISION REGISTERED IN LAND TITLES OFFICE)	HOLD <input type="checkbox"/>	CLEAR <input type="checkbox"/>	DATE CLEARED
REGISTRATION NO. _____			SIGNATURE

CITY OF VANCOUVER

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COMPLEXITY 020 C/E/R/S CHG USE					CO-ORDINATE 640-097-84-0000		
APPLICANT TENANT DANIEL RENE GODIN 1812 W 4TH AVE VANCOUVER BC V6J 1M3			CONTACT 2		CONTACT 3		
TEL 604-880-6228 FAX	BUS.LICENSE CERTIFICATE	TEL FAX	BUS.LICENSE CERTIFICATE	TEL FAX	BUS.LICENSE CERTIFICATE		
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PROPOSED USE R55 MED MARIJUANA-REL		SPECIFICS/LOCATION		AREA (SF)	OCC	PROPOSED USE	
ITEM		SPECIFICS/REFERENCE		QTY/AMT	ITEM		
0040 PROCESSED THROUGH 0041 BY-LAW PROVISION		32 PROC CTR -MGR DE C CONDITIONAL			0080 ZONE 0089 WEATHER PROTECTION		
					SPECIFICS/REFERENCE Z035 C-3A WP01 WEATHER PROTECTION		
PROCESSED BY: APPLICATION TAKEN BY J FREEMAN PERMIT AUTHORIZED BY J GREER				APPLICATION TYPED BY K PRINGLE REFUSAL ISSUED BY K PRINGLE			
<p>ADDITIONAL NOTES:</p> <p>965 SEE SECTION 573 OF THE VANCOUVER CITY CHARTER AND THE BOARD OF VARIANCE BY-LAW FOR APPEALS TO THE BOARD OF VARIANCE.</p> <p>ANY APPEAL MUST BE FILED ON THE OFFICIAL NOTICE OF APPEAL FORM WITHIN 30 DAYS FROM THE DATE OF THIS REFUSAL. APPOINTMENTS WILL BE TAKEN TO FILE A NOTICE OF APPEAL BY THE SECRETARY FOR THE BOARD OF VARIANCE AT TELEPHONE 604-873-7723.</p>							
COMMENTS :							
FEE		AMOUNT		FEE		AMOUNT	
200 DEV SCHED 9		100.00				DEPARTMENT PLANNING DEPT	
						ATTENTION FILE	
						REASON FILE	
INVOICE : 785675				TOTAL \$100.00			

PSD200.01 REVISED FEB/08

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Office Use		Notes	
ENGINEERING DEPARTMENT			
SENT TO ENG DEPT	DATE	TIME	SITE DIMENSIONS
COMMENTS RETURNED TO DS DEPT	DATE	TIME	
DEVELOPMENT PERMIT - HOLD <input type="checkbox"/> CLEAR <input type="checkbox"/>			
ENGINEERING DEPT - DO NOT HOLD IN ENGINEERING DEPT FOR BUILDING PERMIT HOLD ONLY			
BUILDING PERMIT - HOLD <input type="checkbox"/> CLEAR <input type="checkbox"/>			COMMENTS
DATE CLEARED		SIGNATURE	
ZONING			
ITEM	REMARKS	INITIALS	DATE
REZONING			
SUBDIVISION			
STUDY AREAS			
ENTERED ON INDEX MAP INDEX MAP NO _____ BY _____			
PLANNING DEPARTMENT -- NEW SUBDIVISION ONLY			
PERMIT (HOLD UNTIL NEW SUBDIVISION REGISTERED IN LAND TITLES OFFICE)		HOLD <input type="checkbox"/>	CLEAR <input type="checkbox"/>
REGISTRATION NO _____		DATE CLEARED	
		SIGNATURE	

1812 W. 4th Avenue
Daniel Rene Godin

RED

KMC
For Dan Godin



Planning and Development Services
License and Inspections
Mailing Address: 453 W 12th Avenue
Vancouver, BC, V5Y 1V4

**Development Permit
Preliminary Application (Stage 1):
Retail Dealer - Medical Marijuana-related
Use Application Form**

08419472

C-3A

Application location (complete and correct address is important. Complete this section carefully).

Address: 1812 West 4th Avenue, Vancouver, BC, V6J 1M3 Specifics: _____

Floor Level: Ground Suite No: _____

Legal Description:

Lot(s): 18 Block(s): 247 District Lot(s): 526 Plan Number(s): 590

OK

This area must be completed by the person signing the Preliminary Application Form.

Your Name: Daniel Rene Godin

Mailing Address: 1812 West 4th Avenue

(if different from above)

City: Vancouver Postal Code: V6J 1M3

E-mail Address: bod@blss.ca

Phone Number: s 22(1)

Business Name: North Shore Better Living Society

You are the
 Tenant
 Agent for Tenant
 Non-profit Association
Cert. No: _____

As owner or owner's agent, I have verified that the information contained within this document and associated applications and plans is correct, and describes a use, a building or a work which complies with all relevant by-laws and statutes. I understand that personal information contained in this form will not be released to the public except as required by law; however, all associated applications and plans will be made publicly available during the development or building application process. I acknowledge that responsibility for by-law compliance rests with the owner and the owner's employees, agents and contractors. I will indemnify and save harmless the City of Vancouver, its officials, employees and agents against all claims, liabilities and expenses of every kind, in respect to anything done or not done pursuant to this application or fact sheet or ensuing permit, including negligence and/or the failure to observe all by-laws, acts or regulations.

SIGNED AT VANCOUVER, BC THIS 17 DAY OF August 2015

DG
Signature of Applicant

Office Use Only

Date of Application: DAY: 17 MONTH: Aug YEAR: 2015

Date of Lease: DAY: 1 MONTH: Aug YEAR: 2015

Application Received By: [Signature]

Application requirements include:

- Fee of \$100.00
- Proof of Lease

KF
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This "Lease" dated for reference 1st August, 2015 is made and entered into by the Landlord and Tenant named herein who, in consideration of the mutual covenants herein contained, agree as follows:

ARTICLE 1 - BASIC TERMS

1. **BASIC TERMS**

The following are basic terms ("**BASIC TERMS**") of this Lease:

- a) Landlord ("**Landlord**"): Suremake Enterprises Ltd.
 (Incorporation number BC0366697)
 Address: c/o Law Office of John Chao
 5455 West Boulevard
 Vancouver, British Columbia V6M 3W6
 Telephone: (604) 839-3867
 email: s.22(1)
kfeng48222@aol.com
cfeng@whitesteelllc.com

Landlord is a British Columbia Ltd., validly existing and duly organized in good standing under the laws of the province of British Columbia, Canada, with authority to, and has taken all necessary actions authorizing the person signing for Landlord to enter into this Lease and to execute and deliver all documents giving effect thereto.

- Tenant ("**Tenant**"): North Shore Better Living Society
 (Society number S-0063631)
 Address: 1812 West 4th Avenue
 Vancouver, British Columbia V6J 1M3
 Telephone: s.22(1)
 email: bod@blss.ca

Tenant is a British Columbia Society, validly existing and duly organized in good standing under the laws of the province of British Columbia, Canada, with authority to, and has taken all necessary actions authorizing the person signing for Tenant to enter into this Lease and to execute and deliver all documents giving effect thereto.

- b) Premises ("**Premises**"):
 - Civic: 1812 West 4th Avenue, Vancouver, BC, V6J 1M3;
Street level retail space (ground level retail space) only
 - Legal: Lot 18, Except Part In Plan 3863, Block 247 District Lot 526
Plan 590
PID: 015-245-021
 - Floor Area: Ground Floor only
- c) Term ("**Term**"): twenty-six months commencing on Commencement Date and expiring on Expiry Date

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Commencement Date ("**Commencement Date**") : August 1st, 2015

Expiry Date ("**Expiry Date**") : September 30th, 2017

Rent Free Period ("**Rent Free Period**") : none

Fixturing Period ("**Fixturing Period**") : None

d) Rent

Rent ("**Rent**") = Base Rent + GST + Additional Rent

Base Rent ("**Base Rent**") = \$4,600 per month (\$55,200 per annum)

GST = Goods and Services Tax applicable ("**GST**")

Additional Rent ("**Additional Rent**") = Proportional Share of Tax plus
Proportional Share of Operating Expenses

Proportionate Share ("**Proportionate Share**") = Business portion of Property
Tax / Total Property Tax as stated in the property tax notice of the city of
Vancouver for the relevant Lease Year

- e) Permitted use of Premises: to legally provide medicinal marijuana to qualified patients and related uses (wellness centre and other medicinal services)
- f) Parking: one parking space is provided at the back of the building
- g) Landlord's Work: There is no Landlord's Work. The Tenant has accepted the Premises on an "AS IS, WHERE IS" basis.
- h) Option to Renew: Subject to Article 10, the Tenant has an option to renew the term of lease of Premises for one period of three years, being October 1st, 2017 to September 30th, 2020 ("**Renewed Term**") by written notice delivered to Landlord prior to July 31st, 2017 ("**Notice Period**").
- i) Deposit ("**Deposit**") : The Landlord hereby acknowledges receipt of \$12,945.18 from the Tenant as Deposit which is to be applied as follows:
- Damage deposit: \$6472.59
 - Last Month's Rent: \$6472.59
- j) Lease Year ("**Lease Year**") : The year during which Rent is being paid under this Lease.

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The foregoing Basic Terms are hereby approved by the parties and each reference in this Lease to any of the Basic Terms shall be construed to include the provisions set forth above as well as all of the additional terms and conditions of the applicable articles of this Lease where such Basic Terms are more fully set forth.

ARTICLE 2 - PREMISES

2. PREMISES

- 2.01 The Landlord is the owner of certain lands and premises described in Article 1(b) as the Premises. In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord hereby leases to the Tenant the Premises.

ARTICLE 3 - TERM

- 3.01 The Tenant will have and to hold the Premises for the Term from Commencement Date to Expiry Date as set out in Article 1 (d).

ARTICLE 4 - RENT

- 4.01 Yielding and paying therefore unto the Landlord, at the office of the Landlord's building manager in the building or at such other place as the Landlord may direct in writing, during the Term in lawful money of Canada the Rent, without deduction, as set out in Article 1 for the respective Lease Year, by equal consecutive monthly installments in the amount set out in Article 1.

Rent shall be paid strictly in advance on the first day of each and every month during the Term, the first installment to be paid on or before the Commencement Date. Tenant shall deposit Rent to the Landlord's bank account, which account the Landlord shall notify Tenant and may be amended by Landlord from time to time. If the Term should commence on a day other than the first, or end on a day other than the last day of a month, the rent for the fraction of a month shall be calculated on a per diem basis at a rate per day equal to one three hundred and sixty-fifth part of the annual rent.

Rent Free Period - During the Rent Free period, if any, specified in Article 1, the Tenant shall not be required to pay Base Rent, however, the Tenant shall be responsible for Additional Rent and its own in-premises expenses including but not limited to, utilities, garbage removal, repairs & maintenances, telephone, business insurance and shall be bound by all the other terms of the Lease from the date of first occupancy of the Premises by the Tenant.

Fixturing Free Period - During the Fixturing Period, if any, specified in Article 1, the Tenant shall not be required to pay Base Rent and Additional Rent, however, the Tenant shall be responsible for its own in-premises expenses including but not limited to, utilities, garbage removal, repairs & maintenances, telephone, business insurance and shall be bound by all the other terms of the Lease from the date of first occupancy of the Premises by the Tenant.

- 4.02 DEPOSIT -- The Tenant shall pay to the Landlord deposit ("**Deposit**") as specified in Article 1. The unapplied portion of Deposit shall be held by the Landlord without interest, which the Landlord may use, retain or apply all or part of to the extent required for the payment of any rent or any other sums as to which the Tenant is in of as compensation on account for any loss or damage arising from the breach or default by the Tenant of any provision of this Lease. If the Landlord uses, retains or applies all or part of the said sum as provided above, the Tenant will, upon notification by the Landlord, pay to the Landlord forthwith the amount required to reimburse it for the amounts so applied.
- 4.03 Without in any way limiting the generality of anything in the Lease herein, the parties declare that this Lease is a "triple net lease" and accordingly, the Base Rent to be paid to the Landlord by the Tenant shall be net, free and clear of all taxes, charges, costs and expenses of every nature and kind whatsoever save and except only in the nature of income taxes (including taxes on the Landlord's capital gains, income, profits, and taxes of a similar nature and kind) and except for structural repairs, depreciation and interest on borrowed money.

ARTICLE 5 - TENANT'S COVENANTS

The Tenant covenants with the Landlord as follows:

- 5.01 RENT -- To pay Rent, subject to Rent Free Period if any, and subject to Fixturing Period, if any.
- 5.02 TENANT'S TAXES -- To pay when due, all taxes, business taxes, business licence fees, and other charges, levied or assessed in respect of the use and occupancy of the Premises by the Tenant, the business or businesses carried on therein, or the improvements, equipment, machinery or fixtures brought therein or belonging to the Tenant, or to anyone occupying the Premises with the Landlord's consent, and to pay the Landlord upon demand the portion of any tax levied or assessed upon the land and building that is attributable to any improvements, equipment, machinery or fixtures on the Premises which are not the property of the Landlord, or which may be removed by the Tenant, and to pay to the Landlord GST or HST or any value added tax as may be imposed by any governmental authority on any rent payable by the Tenant.

5.03 UTILITIES CHARGES -- To pay the cost of all utilities provided to the Premises including but not limited to phone, cable, light and power, gas, fuel, water, used on the Premises.

5.04 TAX:

Tenant shall pay as part of Additional Rent, Tenant's Proportionate Share of any tax ("**Tax**"). Tax includes all taxes of any kind payable by the Landlord, including municipal or other real property taxes, fees, levies, and assessments including school and local improvement taxes, payable by the Landlord in respect of the building and the land, but shall not include taxes or licence fees payable by the Tenant under Article 5.02. Tenant shall not be obliged to pay to the Landlord, the Landlord's income taxes, or capital gains tax.

The Landlord may estimate the Tax one year in advance of the date upon which the Tax is assessed and the Tenant shall pay the Tenant's Proportionate Share of such estimated Tax in equal monthly instalments as part of Additional Rent during the year preceding such date, with any overpayment to be rebated by the Landlord or any deficiency to be paid by the Tenant on the date that the twelfth instalment is due.

5.05 OPERATING EXPENSES:

The Tenant shall pay as part of Additional Rent, Tenant's Proportionate Share of any operating expenses ("**Operating Expenses**") which include without duplication all costs, expenses, and obligations of every kind and nature whatsoever relating to the Premises whether or not herein referred to and whether or not of a kind now existing or within the contemplation of the parties hereto in connection with the operation, management, maintenance and repair of the Premises and without limiting the generality of the foregoing shall also include: insurance costs of the Landlord, including but not limited to earthquake, loss of rental, comprehensive general liability, fire, water damage, flood and other disasters; deductible for any insurance claim of the Landlord where the damages suffered by the Landlord were caused by the negligence, omission or wrongful act of the Tenant; promotional fees; Landlord's reasonable costs of retaining an accountant for accounting work related to the operation of the Premises; maintenance fees, levies, or any other charges as may be assessed by the Strata Corporation, if applicable; sign rental for sign or signs available for use of the Tenant whether such sign or signs are used by the Tenant or not; management fees (which are included in the estimate of Additional Rent in Article 1, Basic Terms); and an administration fee of fifteen (15%) percent of the cost of any work performed by the Landlord where such work is the responsibility of the Tenant under this Lease but the Tenant has improperly, failed or neglected to do such work within ten (10) days of written notice by the Landlord.

The Landlord shall provide an accounting for Operating Expenses paid after 90 days of the end of each fiscal year. If the actual Operating Expenses for any fiscal year in whole or in part included in the Term are less than the Operating Expenses for the fiscal year collected from the Tenant, the Landlord shall credit to the Tenant by way

of rebate of rent. If the actual Operating Expenses are greater than the monies collected by the Landlord from the Tenant, then the Tenant shall pay such shortfall to the Landlord within 15 days notice of demand for payment. No party hereto may in respect of any Additional Rent or Operating Expense whether paid or payable in instalments or otherwise, claim re-adjustment of any kind including but not limited to any error of estimation, allocation, calculation, computation thereof, unless claimed in writing prior to the expiration of the twelve (12) month period immediately following the end of the fiscal year in respect of which such disputed Additional Rent or Operating Expense accrued. If there is a dispute between the Landlord and Tenant about the amount of Additional Rent or Operating Expenses or estimates thereof due to the Landlord, the Tenant shall pay without any right of holdback, set-off or deduction such Additional Rent or Operating Expenses as demanded by the Landlord until such dispute is resolved by agreement of the parties or an order of a court. Landlord and Tenant will within 5 business days make the necessary adjustments pursuant to such settlement or order of a court. The Tenant shall pay to the Landlord, as rent, the Landlord's actual legal and accounting fees and costs and other costs incurred by the Landlord to pursue its claim of rent against the Tenant.

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5.06 REPAIR -- to carry out promptly at its own expenses all repairs, maintenance and painting of the Premises, including all machinery and equipment therein as is necessary to keep the Premises in first-class condition and in as good a state of repair and condition as they are in when this Lease commences (reasonable wear excepted) including, without limitation, any glass or windows, the water, sewer and gas connections, wiring, pipes and mains, plumbing, ventilating, air conditioning, and heating apparatus and all other fixtures, machinery, facilities and equipment belonging to and forming part of the Premises but excepting any repairs necessary to correct structural defects, and in so doing shall use contractors or other workmen designated or approved by the Landlord in writing, such approval not to be unreasonably withheld or delayed PROVIDED that if the Tenant defaults under the provisions of this paragraph the Landlord may thereupon any day and at any time proceed with such repairs, maintenance, painting, replacements, rebuilding or reconstruction and the Tenant shall pay all costs and expenses incurred by the Landlord in so doing and all costs and expenses shall be recovered by the Landlord as if they were rent in arrears under this Lease, and the Landlord shall not be liable to the Tenant for any inconvenience, annoyance or loss of business, nor injury or damage suffered by the Tenant as a result of the Landlord's effecting such repairs.

5.07 FAILURE OF TENANT TO REPAIR -- If the Tenant should fail to repair in accordance with the provisions hereof, the Landlord, its agents or employees may forthwith enter the Premises and make the required repairs and for that purpose the Landlord may bring and leave upon the Premises all necessary tools, materials and equipment, and the Landlord will not be liable to the Tenant for any inconvenience, annoyance or loss of business or any injury or damages suffered by the Tenant by reason of the Landlord effecting such repairs unless caused by the gross negligence

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of the Landlord, its agents or employees, and the expense of such repairs will be borne by the Tenant who shall pay it to the Landlord forthwith upon demand.

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5.08 **DAMAGE CAUSED BY TENANT** -- If the building, including the Premises, the furnaces, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air-conditioning or operating the elevators (if any), or if the water pipes, drainage pipes, electric lighting or other equipment of the Building or the roof or outside walls become damaged or destroyed through negligence, carelessness or misuse by the Tenant, or persons for whom the Tenant is responsible in law, the expense of the necessary repairs, replacements or alterations shall be borne by the Tenant who shall pay them to the Landlord forthwith on demand.

5.09 **TRANSFER** - Transfer ("**Transfer**") means any assignment, sublet of the Lease by the Tenant, and if the Tenant is a corporation, partnership, or society, then any change in control of the corporation, partnership or society shall be deemed a Transfer. The Tenant shall not Transfer this Lease without the Landlord's written consent, such consent not to be unreasonably withheld. In the case of assignment, the Landlord, as a condition to granting such consent, shall require the assignee to assume the Tenant's obligations hereunder which shall include a personal covenant from a new guarantor if the assignee is a corporate entity, and such covenant shall be in equal financial strength to that given by the Guarantor as specified in Article 1. The new guarantor shall be of equal or better creditworthiness to that of the Guarantor. Notwithstanding any of the foregoing, any permitted assignment or subletting shall not relieve the Tenant from any of its obligations hereunder. The Tenant shall provide full financial information, background and work experience of any proposed assignee, subtenant, and guarantor for the Landlord's consideration. An assignee shall not use the Premises for any use except as set forth in Article 1. The Tenant shall provide on demand shareholders or partnership records at the Landlord's request to determine whether there is a change in control. The Tenant shall pay as rent the Landlord's actual costs to deal with any request for its consent to a Transfer including legal fees, reasonable management fees, costs to prepare and review documents and credit investigations, such costs to be paid by the Tenant regardless of whether the transfer is approved by the Landlord. The restrictions against Transfer in this Article shall be binding upon the permitted assignee or subtenant. Notwithstanding anything to the contrary herein contained, the Tenant may assign its rights and interest in this Lease to a company to be incorporated by him, provided that in such event, the Tenant shall remain personally liable pursuant to the terms and conditions contained in this Lease.

5.10 **STRATA CORPORATION BYLAWS** - not applicable

5.11 **USE OF PREMISES** --The Premises shall only be used by the Tenant for the purpose as set out in Article 1 and for no other purpose and shall be operated continuously by the Tenant throughout the term and any renewal term under the Operating Name specified or any other name which the Landlord may approve and not to carry on or permit to be carried on therein any other trade or business, in particular will

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not do or omit or permit to be done or omitted upon the Premises anything which shall cause the rate of insurance upon the building to be increased and if the rate of insurance on the building shall be increased by reason of the use made by the Tenant of the Premises, or by reason of anything done or omitted, or permitted to be done or omitted by the Tenant or by anyone permitted by the Tenant to be upon the Premises, to pay on demand to the Landlord the amount of such increase.

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- 5.12 **OBSERVANCE OF LAW** -- To comply with all provisions of law including federal and provincial legislative enactments, building or zoning by-laws, and any other governmental or municipal regulations including the procurement of any required permits or licences, the cost of which shall be borne solely by the Tenant, which relate to the partitioning, equipment, operation and use of the Premises, and to the making of any repairs, replacements, alterations, additions, changes, substitutions or improvements to the Premises, and to comply with all police, fire and sanitary regulations imposed by any federal, provincial or municipal authority or made by fire insurance underwriters, and to observe and obey all governmental and municipal regulations and other requirements governing the conduct of any business conducted in the Premises.
- 5.13 **WASTE AND NUISANCE** -- Not to do or suffer any waste or damage, disfiguration or injury to the Premises or the fixtures and equipment thereof or permit or suffer any overloading of the floors thereof; and not to place therein any safe, heavy business machine, or other heavy thing, without first obtaining the consent in writing of the Landlord; and not to use or permit to be used any part of the Premises for any dangerous, noxious or offensive trade or business and not to cause or permit any nuisance on the Premises, and shall dispose of any toxic or hazardous materials, normally used in the course of the practise or business of the Tenants as permitted by this Lease in a safe manner in compliance with any relevant laws or regulations without causing any harm or nuisance to the Premises, to any other Tenants or property adjacent to the Premises.
- 5.14 **ENTRY BY LANDLORD** -- To permit the Landlord, its servants or agents, to enter the Premises upon 24 hours notice (but without notice in cases of emergency) for the purpose of inspecting and of making repairs, alterations or improvements to the Premises or to the Building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. The Landlord, its servants or agents may at any time enter upon the Premises to remove any article or remedy any condition which in the opinion of the Landlord would be likely to lead to cancellation of any policy of insurance upon the building or any part thereof, and such entry by the Landlord shall not be deemed to be a re-entry.
- 5.15 **INDEMNITY** -- To indemnify the Landlord against any claims, including all claims for personal injury or property damage, arising out of the conduct of any work or through any act or omission of the Tenant or its agents, invitees, employees, patients or persons for whom the Tenant is responsible in law and against all costs, counsel

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fees, expenses and liabilities incurred from any such claim or any action or proceeding brought thereon.

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- 5.16 **SHOWING PREMISES** - During the last six (6) months of the term of this Lease, Tenant shall permit the Landlord or its agents to show the Premises to prospective tenants during normal business hours and to erect signs on the Premises.
- 5.17 **ALTERATIONS** -- Not to make or erect in the premises any installations, alterations, additions or partitions without submitting drawings, and specifications to the Landlord and obtaining the Landlord's prior written consent, such consent not to be unreasonably denied or delayed in each instance, and further to obtain the Landlord's prior written consent, such consent not to be unreasonably denied or delayed to any change in such drawings and specifications submitted as aforesaid, subject to payment of the cost to the Landlord of having its architect approve such changes, before proceeding with any work based on such drawings or specifications; such work may be performed by contractors engaged by the Tenant and approved by the Landlord, but in each case only under written contract approved in writing by the Landlord and subject to all reasonable conditions which the Landlord may impose; provided nevertheless that the Landlord may at its option require that the Landlord's or the Strata Corporation's contractors be engaged for any mechanical, HVAC, sprinkler, or electrical work; without limiting the generality of the foregoing any work performed by or for the Tenant shall be performed by competent workmen whose labour union affiliations are not incompatible with those of any workmen who may be employed in the building by the Landlord, its contractors or subcontractors; the Tenant shall permit the Landlord to supervise construction and shall promptly pay to the Landlord's or Tenant's contractors, as the case may be, the cost of all such work and of all materials, labour and services involved therein and of all decorations and all changes in the Building, its equipment or services, necessitated thereby.
- 5.18 **INTERIOR FINISHING** -- To install in the Premises only such window shades, drapes, or floor coverings, and to apply only such wall coverings, and paints, as are first approved in writing by the Landlord, and to install or apply the same by competent workmen.
- 5.19 **BUILDERS' LIENS** -- Not to suffer or permit during the Term hereof any builders' liens for work, labour, services or materials ordered by him or for the cost of which he may be in any way obligated, to attach to the Premises or to the lands of the Premises, and that whenever any such lien shall attach or claim therefor shall be filed, within twenty (20) days after the Tenant has notice of the claim for lien to procure the discharge thereof by payment or by giving security or in such other manner as is or may be required or permitted by law and if the Tenant fails to do so the Landlord may at its option pay into court the amount required to obtain a discharge of any such lien and any amount so paid including costs and disbursements on a solicitor client basis will be payable as rent. The Tenant acknowledges that the Landlord may file a notice of interest in the applicable land

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title office under the provisions of the *Builders Lien Act* or any legislation in amendment or substitution thereof evidencing that the Landlord is not responsible for any of the Tenant's improvements; the Landlord may post notices in conspicuous places on the Premises to notify contractors, workers and suppliers the Landlord will not be responsible for payment of services or materials supplied for any improvements to the Premises; the Tenant agrees to cooperate with the Landlord in respect of the same and, if necessary, to execute and deliver all other instruments and take any actions necessary to give effect to the same.

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- 5.20 GLASS - To pay the cost of replacing any glass broken on the Premises during this Lease, unless such breakage is due solely to the negligence of the Landlord or its agent.
- 5.21 SIGNS -- The Tenant shall be responsible for the design, painting, installation, maintenance and repairs and all related costs of its signage, which signage must be approved by the Landlord, such approval shall be granted at the Landlord's sole discretion. The Tenant shall ensure that its sign conforms to all city bylaws and regulations and installed and maintained with the appropriate and proper permits and licences. The Tenant, on ceasing to be the tenant of the Premises, shall before removing his goods and fixtures from the Premises, cause any sign as aforesaid to be removed or obliterated at his own expense and in a workmanlike manner to the satisfaction of the Landlord, acting reasonably.
- 5.22 KEEP TIDY -- At the end of normal business hours leave the Premises in a reasonably tidy condition.
- 5.23 CERTIFICATES -- At any time upon not less than ten (10) days prior notice to execute and deliver to the Landlord a statement in writing certifying that this Lease is unmodified (or, if modified, stating the modifications, that it is in full force and effect) the amount of the annual rent paid hereunder, the dates to which such rents and other charges hereunder have been paid, by instalments or otherwise, and whether there is any existing default on the part of the Landlord of which the Tenant has notice.
- 5.24 SURRENDER OF POSSESSION -- To surrender peaceably and give up possession of the Premises without notice from the Landlord upon the expiration or sooner termination of this Lease, any right of notice to quit or vacate being hereby expressly waived by the Tenant, any law, usage or custom to the contrary notwithstanding.
- 5.25 DISTRESS -- To waive and renounce and the Tenant hereby waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and that notwithstanding any such statute none of the goods and chattels of the Tenant on the Premises at anytime during the Term shall be exempt from levy by distress for rent in arrears.

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5.26 TENANT'S INSURANCE -- The Tenant shall take out and keep in full force and effect throughout the Term and during such other time as the Tenant occupies the Premises or any part thereof:

- (a) broad boiler and machinery insurance on any such equipment in the Premises;
- (b) business interruption insurance in such amounts as will reimburse the Tenant for direct or indirect loss of earnings and for such risks as would be carried by prudent tenants;
- (c) comprehensive general liability insurance, including without limitation non-owned automobile insurance, against claims for fire, personal injury, death or property damage or loss upon, in or about the Premises or otherwise howsoever arising out of the operations of the Tenant or any person conducting business from the Premises, to the combined limit as may be reasonably required by the Landlord from time to time but, in any case not less than Two Million Dollars (\$2,000,000.00) in respect to injury or death to a single person and in respect of any one accident concerning property damage;
- (d) owned automobile insurance with respect to all motor vehicles owned by the Tenant and operated in its business;
- (e) such other insurance in such amounts and upon such terms as the Landlord may determine from time to time on consultation with its insurance advisors.

Each policy of insurance required of the Tenant as aforesaid shall name the Landlord and any persons or corporations designated by the Landlord as additional named insured as their interests may appear and shall include a waiver of rights of subrogation against the Landlord and the Tenant and, as appropriate, a cross-liability and/or severability or interest clause protecting the Landlord against claims by the Tenant as if the Landlord were separately insured as well as a clause that the insurer will not cancel or change or refuse to renew the insurance without first giving the Landlord thirty (30) days written notice. All such policies will be with insurers acceptable to the Landlord and in a form satisfactory to the Landlord and the Tenant will deliver to the Landlord a copy of all such policies or certificates of such insurance.

5.27 PARKING -- the Tenant shall only park vehicles in and within the spaces designated by the Landlord or in such spaces as designated or specified in Article 1 or as may be agreed between the Tenant and the Landlord, such agreement and any amendments thereto to be confirmed in writing, and the right of the Tenant to park on the lands, if any, in and around the Premises shall be subject to the Tenant complying with the provisions concerning parking in this Lease.

- 5.28 RETURNED CHEQUES -- Tenant shall pay an administration fee of \$50.00 for each returned or "N.S.F." cheque. Tenant's payment of this administration fee shall be in addition to, and does not prejudice in any way, Landlord's other rights and remedies under this Lease, at law, or in equity.

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ARTICLE 6 - LANDLORD'S COVENANTS

The Landlord covenants with the Tenant as follows:

- 6.01 QUIET ENJOYMENT -- That provided the Tenant shall pay the rent hereby reserved when due and perform the Tenant's covenants herein, he shall peaceably hold the premises during the Term of this Lease without interruption by the Landlord or any person rightfully claiming through or in trust for him
- 6.02 TO MAINTAIN THE STRUCTURE -- To keep in good repair and condition the foundations, outer walls, spouts, and gutters of the Building, and all of the common areas therein.
- 6.03 ACCESS -- To permit the Tenant and its employees and all persons lawfully requiring communication with them to have the use during normal business hours in common with others of the main entrance and stairways and corridors leading to the Premises. At times other than during normal business hours the Tenant and the employees of the Tenant and persons lawfully requiring communication with the Tenant shall have access to the Premises in accordance with the rules and regulations of the strata corporation, if applicable.

ARTICLE 7 - PROVISOS

Provided always and it is hereby agreed as follows:

- 7.01 REMOVAL OF FIXTURES -- All fixtures, improvements and appurtenances attached to or built into the Premises at the commencement or during the Term, whether by the Landlord at its own expense, or at the expense of the Tenant or by the Tenant, shall be and remain part of the Premises and shall not be removed by the Tenant at the end of the Term unless otherwise expressly provided for in this Lease. Provided, however, upon the expiration of the Term hereby granted, if all rents hereunder have been paid, the Tenant shall be at liberty to remove its trade fixtures, provided further, however, the Tenant shall make good any damage to the Premises which may be occasioned by such removal.
- 7.02 ALTERATIONS AND ADDITIONS
- (a) All installations, alterations, additions, partitions and fixtures other than the Tenant's trade fixtures in or upon the Premises, whether placed there by the

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Tenant or the Landlord, shall, immediately upon such placement, be the Landlord's property without compensation therefor to the Tenant and, except as mentioned in these provisos, shall not be removed from the Premises by the Tenant at any time either during or after the Term.

- (b) The Landlord shall be under no obligation to repair or maintain the Tenant's installations, alterations, additions, partitions and fixtures or anything in the nature of a leasehold improvement made or installed by the Tenant.
- (c) The Landlord shall have the right upon the termination of this Lease or otherwise to require the Tenant to remove at the Tenant's expense, its installations, alterations, additions, partitions and fixtures or anything in the nature of a leasehold improvement made or installed by the Tenant and to make good any damage caused to the premises by such installation or removal.

7.03 DAMAGE TO PREMISES

- (a) In the event of damage to the Premises by fire, lightning, tempest or other casualty, rent shall cease until the premises are rebuilt; and the Landlord agrees that it shall commence diligently to repair the Premises unless the Tenant is obliged to repair under the terms hereof, or unless this Lease is terminated as hereinafter provided; subject always to the provisions of Articles 7.03(b) and (c).
- (b) If the premises are damaged or destroyed by any cause whatsoever, and if in the opinion of the Landlord reasonably arrived at not later than 30 days after the occurrence of the damage, the Premises cannot be rebuilt or made fit for the purposes of the Tenant within ninety (90) days of such damage or destruction, the Tenant or the Landlord, instead of rebuilding or making the Premises fit for the Tenant, may at their respective option terminate this Lease by giving to the other of them within thirty (30) days after the Landlord has rendered its opinion about repair and thereupon rent and any other payments for which the Tenant is liable under this Lease shall be apportioned and paid to the date of such damage and the Tenant shall immediately deliver up possession of the Premises to the Landlord.
- (c) Irrespective of whether the Premises are damaged or destroyed, in the event that fifty percent (50%) or more of the rentable area in the building is damaged or destroyed by any cause whatsoever, and if, in the opinion of the Landlord reasonably arrived at, that the rentable area cannot be rebuilt or made fit for the purposes of the Tenants of such space within ninety (90) days of the damage or destruction, the Landlord or the Tenant may at their respective option determine this Lease by giving to the other of them within thirty (30) days after such notice of decision by the Landlord or Strata Corporation, a notice of termination requiring vacant possession of the

premises sixty (60) days after delivery of the notice of termination and thereupon rent and any other payments for which the Tenant is liable under this Lease shall be apportioned and paid to the date on which vacant possession is given and the Tenant shall deliver up possession of the Premises to the Landlord in accordance with such notice of termination.

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7.04 LOSS OR DAMAGE -- Except for damage or loss caused by the negligence of the Landlord, or its agents and for those persons for whom the Landlord is responsible in law, the Landlord shall not, be liable or responsible in any way for:

(a) any loss of or damage or injury to any property belonging to the Tenant or to employees of the Tenant or to any other person while such property is on the Premises or in the Building whether such property has been entrusted to employees of the Landlord or not and without limiting the generality of the foregoing, the Landlord shall not be liable for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Building or from the water, steam or drainage pipes or plumbing works of the building or from any other place or quarter or for any damage caused by or attributable to the condition or arrangement of any electric or other wiring or for any damage caused by anything done or omitted by the Tenant; and

(b) any death or injury arising from or out of any occurrence in, upon, at, or relating to the building or damage to property of the Tenant or of others wherever located, whether or not resulting from (a) the exercise by the Landlord of any of its rights under this Lease, or (b) by the Landlord or suppliers' failure to provide any services, facilities or utilities required by this Lease. This exculpation of the Landlord from liability extends to and includes all damages, direct, indirect or consequential, damages for personal discomfort, illness or inconvenience, interruption of business, loss of income, and any death, injury or damage to property or other loss resulting from any cause, including without limitation, fire, explosion, falling plaster, falling ceiling tiles, falling ceiling fixtures and diffuser coverings, steam, gas, electricity, water, rain, flood, snow or leaks from any part of the building, including pipes, sprinklers, appliances, plumbing works, roofs, windows or the sub-surface of any floor or ceiling of the building or from any lands adjoining the building. The intent of this Article is that the Tenant (and all other persons having business with the Tenant) is to look solely to its insurers to satisfy any claim which may arise on account of death, injury, loss or damage irrespective of its cause except as expressly provided herein.

7.05 IMPOSSIBILITY OF PERFORMANCE -- Whenever and to the extent that the Landlord shall, after making a diligent effort, be unable to fulfil, or shall be delayed or restricted in fulfilling any obligation hereunder in respect of the supply or provision of any service or utility or the doing of any work or the making of any repairs by reason of being unable to obtain the material, goods, equipment, service, utility or

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labour required to enable it to fulfil such obligation or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority require thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be entitled to extend the time for fulfilment of such obligation by a time equal to the duration of such delay or restriction, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

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7.06 **DEFAULT OF TENANT** -- If and whenever the Base Rent, Additional Rent, Taxes, or Operating Expenses hereby reserved or any part thereof or any other sums owed by the Tenant to the Landlord shall not be paid on the day appointed for payment thereof, whether lawfully demanded or not, or in case of breach or non-observance or non-performance by the Tenant of any of the covenants, agreements, provisos, conditions or rules and regulations attached hereto on the part of the Tenant to be kept, observed or performed, or in case the Premises shall be vacated or remain unoccupied for fifteen (15) consecutive days, or in case the term shall be taken in execution or attachment for any cause whatever, then and in every such case the Landlord may elect to terminate the Lease but with notice to the Tenant that damages will be claimed on the footing of a present recovery of damages for losing the benefit of the Lease over the unexpired term and the Landlord may thereafter to enter into and upon the Premises or any part thereof in the name of the whole and the same to repossess and enjoy as of its former estate. Without limiting the generality of any of the foregoing, if any sums owed by the Tenant to the Landlord including but not limited to Base Rent or Additional Rent, Taxes, Operating Expenses or any part thereof shall not be paid on the day appointed for payment thereof, the Landlord may at its option charge the Tenant interest at the rate of two percent (2%) per month compounded monthly for an annual rate of 26.8 percent from the date of such amount is owed and continuing until and after judgment is entered in any action taken pursuant to this Lease and such judgment or amount owing is paid in full.

7.07 **BANKRUPTCY** -- If without the written consent of the Landlord, the Premises shall be used by any other person than the Tenant, or for any other purposes than that for which they were let, or in the case the term or any of the goods and chattels of the Tenant shall be at any time seized in execution or attachment by any creditor of the Tenant, or the Tenant shall make any assignment for the benefit of creditors or any bulk sale or become bankrupt or insolvent or take the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors, or, if the Tenant is a corporation and any order shall be made for the winding-up of the Tenant, or other termination of its corporate existence, then this Lease shall at the option of the Landlord cease and determine and the term shall immediately become forfeited and void and the then current months' rent and the next ensuing three (3) months' rent shall immediately become due and be paid and the Landlord may re-enter and take possession of the Premises as though the Tenant or other occupant or occupants of

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the Premises were holding over after the expiration of the term without any right whatever.

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- 7.08 NON-WAIVER -- No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord save only express waiver in writing. All rights and remedies of the Landlord in this Lease contained shall be cumulative and not alternative.
- 7.09 OVERHOLDING -- If the Tenant shall continue to occupy the Premises after the expiration of this Lease with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly tenant at the last stated rent plus 50% (plus tax) and on the terms and conditions herein set out except as to length of tenancy.
- 7.10 DIRECTORY BOARD, if any -- The Tenant shall be entitled to have his name shown upon the directory board in the Building, but the Landlord shall in its sole discretion design the style of such identification and allocate the space on the directory board for each Tenant.
- 7.11 RECOVERY OF ADJUSTMENTS AS RENT - The Landlord shall have in addition to any other right or remedy the same rights or remedies in the event of default by the Tenant in payment of any amount payable by the Tenant hereunder, as the Landlord would have in the case of default in payment of rent.
- 7.12 NOTICE -- Any notice required by any provision of this Lease may be given in writing enclosed in a sealed envelope addressed, in the case of notice to the Landlord as set forth in Article 1, and in the case of notice to the Tenant to him at the address set forth in Article 1 and in the case of the Guarantor to the address shown in Article 1 or to the Premises, and mailed with postage prepaid or by posting on the front door of the Premises. The time of giving such notice shall be conclusively deemed to be the second business day after the day of such mailing or posting. Such notice shall be also be sufficiently given when it shall have been delivered, in the case of notice to the Landlord, to an executive officer of the Landlord if a corporation, and in the case of notice to the Tenant, to him personally or to an employee, officer or director of the Tenant if the Tenant is a corporation. Such notice, if delivered, shall be conclusively deemed to have been given and received at the time of such delivery. If in this Lease two or more persons are named as Tenant or Guarantor, such notice shall also be sufficiently given if delivered personally to any one of such persons. Either party may, by notice to the other, from time to time designate another address in Canada to which notices mailed more than ten (10) days thereafter shall be addressed.

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- 7.13 **SUBORDINATION OF LEASE** -- This Lease is subject and subordinate to all ground or underlying leases and to all mortgages present and future including any deed of trust and mortgage securing bonds and all indentures supplemental thereto which may now or hereafter affect such leases and the parcel of leasehold land constituted thereby, and to all renewals, modifications, consolidations, replacements and extensions thereof. The Tenant agrees to execute promptly any document in confirmation of such subordination as the Landlord may request and hereby constitutes the Landlord, the agent or attorney of the Tenant for the purpose of executing any such document and of making application at any time and from time to time to register postponements of this Lease in favour of any such mortgage in order to give effect to the foregoing provisions of this clause.
- 7.14 **LEASE ENTIRE RELATIONSHIP** - The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease save as expressly set out in this Lease and that this Lease constitutes the entire agreement between the Landlord and the Tenant, and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality executed by the Landlord and the Tenant.
- 7.15 **RIGHT OF RE-ENTRY** -- On the Landlord's becoming entitled to re-enter upon the Premises under any of the provisions of this Lease, the Landlord in addition to all other rights shall have the right to enter the Premises as the agent of the Tenant either by force or otherwise, without being liable therefor, to re-let the Premises as the agent of the Tenant, to renovate the Premises for such re-letting at the expense of the Tenant as rent, to receive the rent therefor as the agent of the Tenant, to take possession of any furniture or other property on the Premises and to sell such furniture or other property at public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the Premises upon account of the rent under this Lease, and the Tenant shall be liable to the Landlord for any deficiency.
- 7.16 **RIGHT OF TERMINATION** -- On the Landlord's becoming entitled to re-enter upon the Premises under any of the provisions of this Lease, the Landlord, in addition to all other rights, shall have the right to determine forthwith this Lease and the term by leaving upon the Premises notice in writing of its intention so to do, and thereupon rent shall be computed, apportioned and paid in full to the date of such determination and any other payments for which the Tenant is liable under this Lease shall be paid, the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession thereof.
- 7.17 **REGISTRATION** -- This Lease shall not be executed in registerable form or registered in any Land Title Office against the title to the Lands of which the Premises form a part. Without limiting the generality of any of the foregoing, the Tenant shall not

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register any charges including caveats or certificate of pending litigation against the Lands and if any caveat, charge, or other form of encumbrance or claim is registered against the lands of the Premises, then this Lease may be terminated at the option of the Landlord.

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- 7.18 **SALE BY THE LANDLORD** -- If the Landlord sells or otherwise transfers its interest in the Premises (other than by mortgages or other encumbrances by way of security or by way of leases of the various portions of the Premises) then the Landlord shall be relieved of any obligation or future liability upon any covenants or conditions express or implied in this Lease hereunder other than any then current default by the Landlord. The Tenant shall after such sale look solely to the successor in interest of the Landlord for the fulfilment of any obligations of the Landlord in this Lease while the successor in interest of the Landlord shall look solely to the responsibility of the Tenant and its Guarantor(s) for the fulfilment of any obligations of the Tenant in this Lease. If any security is given by the Tenant to secure performance of the Tenant's covenants hereunder, the Landlord may transfer such security to the purchaser of the reversion and thereupon the Landlord shall be discharged from any further liability in reference thereto.
- 7.19 **TENANT'S ACCEPTANCE** -- The Tenant does hereby accept this Lease of the Premises, to be held by the Tenant, and subject to the conditions, restrictions and covenants set forth herein. The Tenant acknowledges leasing the Premises facilities or building systems in their present condition "AS IS WHERE IS". All upgrades, alterations or renovations required for the Tenant's use and occupancy of the Premises by the Tenant as permitted by this Lease whether required by any government department or authority or as may be deemed necessary by the Tenant to make the Premises fit for the use permitted by this Lease shall be carried out at the Tenant's expense and in compliance with all applicable bylaws and laws after obtaining necessary permits. The Tenant acknowledges the Landlord has made no representations or warranties to the Tenant or its agents that the Premises can be used or occupied for the use permitted by this Lease. The Tenant has or will make its own enquiries with any municipality or other government department at its own expense to determine whether the Tenant can use and occupy the Premises for its intended use.
- 7.20 **VOTES** - N/A
- 7.21 **ENVIRONMENTAL** - The Landlord and the Tenant agree that pursuant to the *Waste Management Amendment Act, 1996 c.482* and the Contaminated Sites Regulation of British Columbia the Tenant shall be responsible for any contamination of the Premises related to or as a result of the use and occupation of the Premise by the Tenant or any act or omission of the Tenant or any person for whom it is in law responsible, and shall indemnify the Landlord with respect thereto. The Tenant shall not contaminate the Premises or otherwise contravene the *Waste Management Act* as amended or any other statutes, laws, regulations, orders, bylaws, standards,

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guidelines, permits and other lawful requirements or any governmental authority having jurisdiction over the Premises.

ARTICLE 8 - INTERPRETATION

- 8.01 All of the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate article hereof. Should any provisions of this Lease be illegal or not enforceable they shall be considered separate and severable from the Lease and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provisions had never been included.
- 8.02 The headings to the paragraphs in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or any provision hereof.
- 8.03 This Lease and everything herein contained shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors, assigns and other legal representatives, as the case may be, of each of the parties hereto, subject to the granting of consent by the Landlord as provided in Article 5.09 to any assignment or sublease, and every reference herein to any party hereto shall include the heirs, executors, administrators, successors, assigns and other legal representatives of such party, and where there is more than one Tenant, or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

ARTICLE 9 - GUARANTEE OF TENANT'S OBLIGATIONS

- 9.01 The Guarantor, if more than one, are hereby jointly and severally liable with the Tenant as principal debtor and primary obligor for all obligations of the Tenant under this Lease and accordingly covenant and agree with the Landlord that all the covenants, agreements and other obligations of the Tenant under this Lease shall be fully performed, such covenant being upon the following terms:
 - (a) The liability of the Guarantor to the Landlord shall be for all purposes as if the Guarantor were primary obligors hereunder, and not merely as guarantors or sureties for the obligations of the Tenant, and the Landlord shall not be obliged to resort to or exhaust any recourse which it may have against the Tenant or any other person before being entitled to claim against the Guarantor;
 - (b) No dealings between the Landlord and the Tenant of whatsoever kind whether with or without notice to the Guarantor, shall exonerate the Guarantor in whole or in part, and in particular, and without limiting the

generality of the foregoing, the Landlord may modify or amend this Lease, grant any indulgence, release, postponement or extension of time, waive or covenant or provision of this Lease or any obligation of the Tenant, take or release any securities or other indemnities for performance by the Tenant, or otherwise deal with the Tenant, this Lease and any other persons as the Landlord may see fit without affecting lessening or limiting in any way the liability of the Guarantor;

- (c) Any account settled or stated or any other settlement made between the Landlord and the Tenant, and any determination made pursuant to any provision of this Lease which is expressed to be binding upon the Tenant shall be binding upon the Guarantor;
- (d) The Guarantor shall make payment to the Landlord of any amount properly payable by the Tenant to the Landlord but unpaid upon demand, and shall upon demand perform any other obligations under this Lease which the Tenant failed to perform, and any demand made by the Landlord upon the Guarantor shall be deemed to have been effectually made if sent pursuant to the Notice provisions of this Lease;
- (e) No assignment of this Lease, sublease or any other dealings therewith by the Tenant, whether with or without the consent of the Landlord, shall affect the obligations of the Guarantor; and
- (f) Nothing whatsoever except the performance in full of all the obligations of the Tenant under this Lease throughout the term of this Lease and any extension thereof or overholding thereunder shall discharge the Guarantor of the obligations herein.

The Guarantor shall not be released or discharged of any liability hereunder by reason of the Tenant's obligation to pay rent or additional rent is limited or extinguished under any statute, law or regulation of British Columbia or Canada relating to: receivership; winding-up; bankruptcy; insolvency; any other creditors' proceeding; the death of any the Tenant or Guarantor; or the rejection, disaffirmance, or disclaimer of the Lease in any proceeding or the repossession of the Premises by the Landlord. The obligations of the Guarantor provided in this Lease shall not be limited to the Term of this Lease unless waived in writing by the Landlord and such obligations of the Guarantor shall apply to any Renewal Term of this Lease.

ARTICLE 10 - OPTION TO RENEW

10.01 Tenant may exercise its option to renew the term of this Lease by written notice of its election to do so delivered to Landlord during Notice Period. The Renewed Term will be on all of the terms and conditions of the Lease applicable at the Expiry

Date; however, Tenant will have no Rent Free Period, no Fixturing Period, and no further right to extend the Renewed Term. Rent for the Renewed Term shall be the higher of:

- Rent, or
- Market rate as at Expiry Date.

Tenant will not have any rights under this Article if an event of default exists on the Expiry Date or on the date on which Tenant gives notice.

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ARTICLE 11 - SPECIAL TERMS AND CONDITIONS

- 11.01 Notwithstanding anything to the contrary contained herein, the Premises to be provided by the Landlord shall be on an "AS IS, WHERE IS" basis. All other leasehold improvements shall be at the Tenant's cost.
- 11.02 The Tenant agrees to accept the Premises on an "AS IS, WHERE IS" basis. The Tenant shall be required to prepare working drawings of the proposed improvement work and obtain the written consent of the Landlord before commencing the improvement work, such consent not to be unreasonably withheld. All improvement work shall be done at the Tenant's sole cost and expense by qualified and licensed contractors and subcontractors who shall be subject to the reasonable approval of the Landlord. All such Tenant improvement work shall be performed in a first class manner in accordance with the provisions of the Lease.
- 11.03 The Tenant shall be responsible for obtaining all necessary building permits and approvals as required by the relevant regulatory authorities for the Tenant's improvement work unless otherwise agreed between the parties.
- 11.04 The Guarantor's obligation, if the Lease is assigned and there is a further guarantor, then that Guarantor's obligation is not limited.
- 11.05 In case of Tenant overstays, the tenancy will only be on a month to month basis and subject to Article 7.09.
- 11.06 Not applicable
- 11.07 Not applicable
- 11.08 Upon expiry or termination of this Lease, Tenant agrees to vacate.
- 11.09 Due to the age of the Premises and if demolition is required by any government authority, Landlord agrees to give Tenant notice to vacate for a period equal to the lesser of i) six (6) months, or ii) the period the Government Authority requires demolition.

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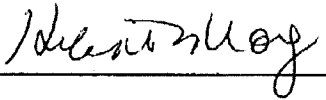
ARTICLE 12 - EXECUTION

12.01 This Lease may be executed by the parties in counterpart and transmitted by fax or by email as a portable document file (pdf) and if so executed and transmitted, this Lease shall be for all purposes as effective as if the parties had executed and delivered the original Lease.

IN WITNESS WHEREOF the parties hereto have executed this Lease on the day and year first above written.

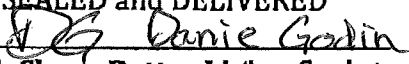
By LANDLORD

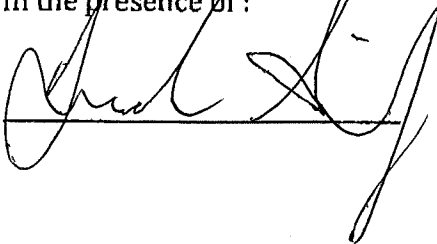
SIGNED, SEALED and DELIVERED)
by **Keenman Feng**, for)
Suremake Enterprises Inc.,)
in the presence of :)


_____)


_____)
Keenman Feng)
President)

BY TENANT,

SIGNED, SEALED and DELIVERED)
by  **Daniel Godin**)
for **North Shore Better Living Society,**)
in the presence of :)


_____)


_____)
Daniel Godin)
Director)



SHAN FENG

EN Number: 105997

Date of Inspection: MARCH 26/15

Address: 1812 W 4th

Name of Business: CANNA CLINIC Business License: NO

Name of Operator/Manager: MIKE EODEN Phone Number: 604-558-2454

Observations

1) Products & Services (marijuana/edibles/pipes/counseling, etc.):

CLOTHING - T-SHIRTS

2) Layout (seating/vapour lounge/office, etc.):

DISPENSING COUNTER WITH 2 TABLES AND A BENCH
OFFICE AT BACK

3) Smoking (allowed/"no-smoking" signs displayed, etc.):

VAPOUR LOUNGE - TOLD THEM NO VAPOUR IS ALLOWED. STATED THEY HAD
A LETTER FROM CITY SAYING IT WAS ALLOWED.

4) Growing Marijuana (yes/no) number of plants):

5) Fire Exiting Issues (yes/no, describe):

CLEAR BOXES FROM EXIT.

6) WWOP (describe):

No

7) Proximity (within one block of a school, yes/no):

8) Other Observations:

canna clinic+

Facebook: Canna Clinic Medicinal Society 604.558.2454
 Twitter: @mycannaclinic 604.558.2455
 Instagram: @mycannaclinic info@mycannaclinic.com
 Website: Canna Clinic Medicinal Society www.mycannaclinic.com

2223 Commercial 604-558-2454
 1132 Granville 604-685-0401
 2347 E. Hastings 604-559-2837
 1812 West 4th 604-568-1812

Delivery 604-880-9682

To: PUI Supervisors

Name of Inspector: MARK REED





EN Number: 105997

Date of Inspection: Sept. 01, 2015

Name of Inspector: JOHN TONG

Time of Inspection: 01:57 pm.

Address: 1812 W. 4th AVE.

Name of Business: Canna CLINIC

Observations

1) Store is open: Yes No

2) Evidence of being open:

- Door open Y
- Signs - "open" Y
- People inside 3 STAFF + 1 customer
- Signage advertising hours of operation Y
- Signs advertising the business Y
- Spoke to/confirmed by staff Y

3) Other Observations:

4) Take photo of storefront and attach to this report.

To: PUI Supervisors



NO PARKING
PERMIT REQUIRED
24-7/24

ATM

HOME ERG

Carina clinic+



G 1/8 1/4 1/2 OZ
\$10 \$35 \$70 \$130 \$250

INDICA

- Diamond Kush
- 'Herijuana'
- Lindsey OG
- Master Kush \$8/gram
- Pink Kush
- Pinky and the Brain
- Rockstar
- 'Tyson'

HYBRID

- Grape God
- Jack Frost
- White Widow

SATIVA

- Agent Orange
- Blue Mountain Haze
- 'Congolese'
- Lamb's Bread
- Mango Haze
- 'Super Lemon Haze'

SHATTER \$80/g

- Death
- God Green Crack
- Grimace
- Sour Diesel
- Trainwreck
- Wheelchair
- WMD

HASH & OIL

- Hash Oil Syringe \$30
- Honey Oil Syringe \$90
- Grape Liquid Shatter \$40
- Hawaiian Punch Liquid Shatter \$40
- Disposable Shatter Pens \$60
- Time Warp Hash \$20/g

BUDDER \$50/g

- Grimace
- LA Confidential
- License to Chill
- Pink Kush
- Purple O.G.
- Tyson
- Veganic Bubba

LIVE RESIN

- Trainwreck

Toonie Tuesday!
\$2 BOB Joints, \$2 Hash Oil
Capsules, and \$7 pure
honey oil capsules!
😊😊😊



EN Number: _____

Date of Inspection: October 9, 2015

Name of Inspector: Andrew Wroblewski

Time of Inspection: 1:38 pm

Address: 1812 W 4th Ave

Name of Business: Daniel Rene Godin

OPEN

Observations

1) Store is open: Yes No

2) Evidence of being open:

- Door open
- Signs - "open"
- People inside
- Signage advertising hours of operation
- Signs advertising the business
- Spoke to/confirmed by staff

3) Other Observations:

4) Take photo of storefront and attach to this report.

To: PUI Supervisors



Vancouver
ANNUAL WINTER SALON
EXHIBITION AND
FRIDAY, NOVEMBER 1
5 PM
HILL CENTER
WEST 4TH AVE

Main Address	1808 W 4th	IR Number	IE 11178
Specifics and/or Suite #	1812 W 4th	Date of Inspection (yyyy/mm/dd)	2015/11/02
Number of Storeys	2	EN Number	
Building Name		Permit Number	IA-2015-001000
Approved Use of Building/Land	Retail E	Owner & Contact Info.	Shun Fung s.22(1)
Present Use of Building/Land	Retail E MMRU	Owner's Rep & Contact Info.	
Zoning	C-3A	Tenant & Contact Info.	Daniel Godon s.22(1)
Strata Titled Building	<input type="checkbox"/> Yes: <input type="checkbox"/> Common property <input checked="" type="checkbox"/> No <input type="checkbox"/> Individual suite	Business Licence	

Reason for Inspection - Complaint | IA | Permit | Referral | Routine :

To determine if the space complies with the VBBL and to determine if there has been any WWOP or unsafe conditions.

In Attendance

Building	Mike Carstairs	Owner/Rep	Daniel Godon (Tenant and Director of North Better Living Society)
Plumbing/Gas		Fire	
Electrical		VPD	
Property Use		Other	Sterling Mcelroy (manager)

Overview

No upgrade required and no change of use
The unit is approx. 1135 sqf and is currently occupied as retail MMRU
No safety concerns have been identified
No WWOP

This is a 2 storey building
The approved use of the building is retail E on the main and residential C on the second
Built of combustible construction
The building is located on the south side of west 4th
There is a lane in the rear and Burrard street is located one lot to the east
The building does not have a sprinkler system or fire alarm
Fire separations are intact.
The building is approx. 1657 sqf (Part 9)

The approved use of the unit is retail E
The retail unit is located on the ground level with one dwelling unit above
There is exit signage but no emergency lighting

IR Number IE 11178

Date of Inspection (yyyy/mm/dd) 2015/11/02

There are 2 bathrooms on the east wall, one located in the front of store and one located in the back

No safety concerns have been identified

As per DB435070 there have been no WWOP

Violations and Remedies

Total violations:

No violations

Recommendations

Send a letter that no building upgrading is required and that no WWOP has been identified. Proceed to the next step

Photos Taken? Yes No

Notice Posted? Yes - Type of Notice: No

- Stop Work Order
- Do Not Occupy
- Unsafe To Occupy

Date Report Made: November 5, 2015

<Mike Carstairs>

Case File Manager

FYA to: Clint Hemstak

FYI to: _____

Mike McDiarmid

Manager / Supervisor Approval

IR Number IE 11178

Date of Inspection (yyyy/mm/dd) 2015/11/02

Photo	Description
	<p>Front view of the unit</p>
	<p>View towards the front of the space. Sales counter and lounge/waiting area</p>

IR Number IE 11178

Date of Inspection (yyyy/mm/dd) 2015/11/02

Photo	Description
	<p>Standing in the back service area looking towards the front. Daniel explained to me that they were using this area as a treatment/massage area.</p>
	<p>This is the massage table, located behind the retail area.</p>

PLEASE REFER TO:
M. Carstairs, Building Inspector
Investigations and Enforcement
Team at 604.873.7170
mike.carstairs@vancouver.ca
IR # IE11178

December 2, 2015

Shun Feng
s.22(1)

} OWNER

Diary? No...... Yes.....

To:.....

Date:..... Init: CH

EN #: N/A

Daniel Godin
s.22(1)

} TENANT
(INFO OMITTED ON OWNERS COPY & VICE VERSA)

Dear Sir/Madam:

RE: 1812 West 4th Avenue (and 1808 West 4th Avenue)
Inspection Application No. IA-2015-00100
Preliminary Development Permit Application No. DE419472

Following inspection of the above premises on November 2, 2015, the Building Inspector reported that the unit at 1812 West 4th Avenue complies with the Building By-law for the proposed occupancy of medical marijuana related retail use.

The inspection revealed that 1812 West 4th Avenue is currently occupied by the tenant for the proposed occupancy of medical marijuana related retail use.

Only a visual inspection was performed, therefore we cannot warrant the suitability or safety of the facilities which are concealed by structural or finishing materials.

Concurrent with this inspection process, your Development Permit application is being evaluated against the four declustering criteria defined in the License By-law. When the evaluation of your site is complete, you will receive another letter from the City with the next steps for your application.

If you have any questions about the declustering process, please contact Sarah Hicks, Deputy Chief Licence Inspector, at 604.873.7546.

Yours truly,



Mike Collister, Manager
Building Inspection Services

MC/ch

Folio: 640-097-84-0000
Civic: 1808 4TH AVE W
Size: 25 105 WIDTH/DEPTH

Pid: 015-245-021
Legal: LOT 18 BLOCK 247 PLAN VAP590 DISTRICT LOT 526
NEW WESTMINSTER

Owner: FENG SHUN

s.22(1)

(CA1308742)



Title Search Report

Title: CA1308742

Printed: Dec. 1, 2015 2:13 PM

Application for registration received on: Oct. 14, 2009

Entered on: Oct. 26, 2009

Declared value: 1068600

From Title: BA123663

Taxation Authority: City of Vancouver

REGISTERED OWNERS IN FEE SIMPLE

FENG, SHUN, ^{s.22(1)} [REDACTED] Inc. No:
^{s.22(1)} [REDACTED]

PARCELS

Parcel Identifier: 015245021 Short Legal Description: S/590///247//18
 Description of Land:
 LOT 18, EXCEPT PART IN PLAN 3863, BLOCK 247 DISTRICT LOT 526 PLAN 590

LEGAL NOTATIONS

No legal notations

CHARGES

Charge Number: M43085 Date registered: May. 25, 1984
 Nature: LEASE
 Owner: MOTI-MAHAL RESTAURANT AND CATERING SERVICES LTD. (INC. NO. 236750)
 Remarks:
 * ASSIGNMENT OF LEASE M27640 RECEIVED 3/4/1984 @11:24

* Caution -- all charges may not be shown or appear in order of priority

* Current information only -- no cancelled information shown

May 20, 2016

Daniel Rene Godin
1812 W. 4th Avenue
Vancouver, BC
V6J 1M3

Dear Mr. Godin:

RE: Development Application Number DE419472

In October 2015, you were advised that your preliminary application for a Medical Marijuana-Related Use at 1812 West 4th Avenue is within 300 metres of at least one other application and must be evaluated using the four declustering criteria defined in the City's Licence Bylaw.

The evaluation for your application was completed and received the same number of demerits as at least one other application in your cluster. Accordingly, your cluster was decided by random draw. Your application was not successful at the draw, and you may not proceed in the permits and licensing process at your current location.

Next Steps for Your Application

If you would like to continue to pursue a license for a medical marijuana-related retail use in the City of Vancouver, you have two options:

1. Secure an alternate business location that complies with all Zoning and Development By-law requirements and apply for a development permit at that location.

If you secure an alternate site that is in a permitted commercial zone and meets Section 11.28.2 (a) to (g) of the Zoning and Development By-law, you can submit a Development Permit application at that site.

You can check the zoning and distancing for candidate sites using the VanMap application on the City's website. It is recommended that you contact City staff to check if a potential alternate site meets by-law requirements before you make purchase or lease commitments. You may request a zoning check by emailing the property address to medical.marijuana@vancouver.ca

2. Appeal the Development Permit refusal to the Board of variance within 30 days of the refusal.

The Board of Variance hears appeals for Development Permit applications refused by the Director of Planning. To schedule an appeal, contact the Secretary to the

Board of Variance at 604.873.7723. For more information about the Board of Variance appeal process, visit <http://vancouver.ca/home-property-development/appealing-decisions-to-the-board-of-variance-or-parking-variance-board.aspx>

You must schedule your appeal by 4:30 p.m., Friday, June 17, 2016.

Regardless of the option you choose, you must cease medical marijuana-related retail operations at your current location before Thursday, November 10th, 2016. If you would like to continue business operations at your current location after that date, you must adjust your business model to another (non-marijuana-related) business type (e.g. retail store) and obtain the appropriate business licence for that use.

If you have any questions, or to book an appointment for new application intake, please contact John Freeman at 604.873.6076, john.freeman@vancouver.ca

Yours truly,



Andreea Toma, P.Eng.
Chief Licence Inspector
Director, Licensing, Property Use
Inspections
& Animal Services



John Greer
Assistant Director
Development Review Branch

MMRU De-Cluster Evaluations

Cluster #	16
Date:	11-Jan-16
Applicant:	Daniel Godin
Location:	1812 W 4th
Reviewed By:	Sarah Hicks

By-law Criteria	Evidence Used	Possible Demerits	Demerit Awarded
Non-Compassion Club	-Society Act Registration -Trade Association membership in CAMCD -Constitution and By-Laws for Society -Health Services, providers, qualifications and contact info	10	0
History of Complaints	>1 Complaint by >1 complainant in previous 12 months	2	0
Existing Work Without Permit	Special Inspection Report	3	0
History of poor business practice	-Location considered a problem premise By the VPD -Continued By-law infractions	4	0
Total		17	0
Notes:	Location is a society and submitted all required information. At the time of inspection, the location was occupied by MMRU applicant and they were operational. There was no work without permit. There are no complaints on file. The VPD do not have any current concerns with the location or the applicant.		