

File No.: 04-1000-20-2021-422

January 20, 2022

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 10, 2021 under the ***Freedom of Information and Protection of Privacy Act, (the Act)***, for:

Tenant Relocation Plan documents pertaining to DE 419087 the redevelopment of 1170 to 1188 Bidwell Street including the Final Tenant Relocation Plan and Final Tenant Relocation Report and any communication between the City and Reliance, the developer. Date Range: April 1, 2016 to February 28, 2020.

All responsive records are attached. Some information in the records has been severed, (blacked out), under s.13(1), s.15(1)(l), s.22(1), and s.22(3)(d) of the Act. You can read or download these sections here:

http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00

Under section 52 of the Act, and within 30 business days of receipt of this letter, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request 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 (#04-1000-20-2021-422); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,

[Signed by Cobi Falconer]

Cobi Falconer, MAS, MLIS, CIPP/C
Director, Access to Information & Privacy
cobi.falconer@vancouver.ca
453 W. 12th Avenue Vancouver BC V5Y 1V4

If you have any questions, please email us at foi@vancouver.ca and we will respond to you as soon as possible. Or you can call the Acting FOI Case Manager at 604-873-7407.


Encl. (Response package)

:ku

From: "Ellis, Sarah" <Sarah.Ellis@vancouver.ca>
To: "Naundorf, Daniel" <daniel.naundorf@vancouver.ca>
"Gillman, Andrea" <Andrea.Gillman@vancouver.ca>
CC: "LeBreton, Wendy" <Wendy.Lebreton@vancouver.ca>
Date: 3/9/2017 3:47:20 PM
Subject: 1188 Bidwell Update

Hi all –

Quick update – s.22(3)(d)



My understanding from our previous discussions is that we are satisfied that Reliance has met their Tenant Relocation requirements as a prior-to condition of permit issuance, especially now that they have provided a final set of pet-friendly alternate accommodation offers both within and outside the West End. **Daniel and Andrea, do you think we should get confirmation from Abi on this, since she was the one who recommended the final set of accommodations?

Otherwise, it sounds like we are just waiting on the finalized Housing Agreement and any other non-housing related conditions for permit issuance.

Thanks,

Sarah

From: Queenie Larson [mailto:queeniel@relianceproperties.ca]
Sent: Thursday, March 09, 2017 3:05 PM
To: Ellis, Sarah
Cc: Juan Pereira
Subject: Fwd: Alternate accommodations for s.22(1) : more...

Hi Sarah:



Having said that - how does that impact us getting our permits?

Thank you,

Queenie

[REDACTED]

QUEENIE LARSON EA TO THE PRESIDENT

305 - 111 WATER STREET
VANCOUVER, BC CANADA V6B 1A7
D 604 694 8898 F 604 683 6719
RELIANCEPROPERTIES.CA

E. & O. E.: All information contained herein is from sources we deem reliable; however, no guarantee or responsibility is assumed thereof, and it shall not form any part of future contracts. Properties are submitted subject to errors and omissions and all information should be carefully verified. All measurements quoted herein are approximate.

----- Forwarded message -----

From: s.22(1) [REDACTED]
Date: Wed, Mar 8, 2017 at 9:23 PM
Subject: Re: Alternate accommodations for s.22(1) [REDACTED] more...
To: Queenie Larson <queeniel@relianceproperties.ca>

Hi Queenie

s.22(1) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

From: Queenie Larson <queeniel@relianceproperties.ca>

Sent: March 7, 2017 4:49 PM

To: s.22(1)

Cc: Juan Pereira; Ellis, Sarah

Subject: Alternate accommodations for s.22(1) : more...

Hi s.22(1):

Just continuing our search efforts for you.

For the *West End/downtown areas*:

1) Georgian Towers @ 1450 West Georgia:

- have a 2-BR available for April 1st @ rent of \$2,300.00 per month
- take dogs
- do not have 3-BR units
- building manager: [604.669.4185](tel:604.669.4185) - call to come and view s.22(1))

2) 2061 Beach Avenue:

- have a 2-BR available for April 1st @ \$2,400.00 per month
- unfortunately do not take dogs
- building manager: [604.210.9025](tel:604.210.9025) s.22(1))

3) Beach Towers @ 1600 Beach Avenue: "Columbus House"

- have a 2-BR available for April 1st
- take dogs but only here @ "Columbus House"
- building manager: [604.682.3731](tel:604.682.3731) - call to come and view s.22(1))

4) Martello Towers @ 1011 Beach Avenue:

- have 2-BR units
- building manager: [604.688.9222](tel:604.688.9222) - left a message for more info

5) Sunset Plaza @ 1111 Beach Avenue:

- have 2-BR units available for April 1st @ \$2,582.00 per month
- unfortunately do not take dogs
- building manager: [604.688.0848](tel:604.688.0848) s.22(1)

6) Bayview at Coal Harbour @ 1529 West Pender Street:

- has both 2-BR and 3-BR units - but nothing for April 1st
- building manager: [604.696.5200](tel:604.696.5200) - said to call back in case something comes up (s.22(1))

Going beyond the West End/downtown areas:

7) 313 Nigel Avenue (Riley Park):

- 2-BR and den - available April 1st @ \$2,000.00 per month
- take dogs
- includes heat and hot water - tenant pays for own hydro
- Sheila @ [604.328.9255](tel:604.328.9255) - call for a viewing (s.22(1))

8) 1774 East 28th @ Commercial Street:

- 3-BR upper unit of the house - available now @ \$3,000.00 per month
- take dogs
- about 1,200 square feet
- you pay for your own cable, hydro, and internet
- Sarah @ [604.230.6755](tel:604.230.6755) - will do a viewing tomorrow Wed @ 11:30 am

9) 28th and Fraser Street:

- 3-BR upper floor unit in a house - available April 1st @ \$2,300.00 per month
- has a fireplace and large balcony
- pets are welcome
- you pay for your utilities
- by the cafe "Le Marche St. George" and 3 minutes to "No Frills"
- email to: gftps-6028691569@hous.craigslist.org

****sent an email - have not heard back yet**

10) Fraser and 55th Avenue:

- 3-BR suite on the main floor of a house - available April 1st @ \$1,600.00 per month
- 1,100 square feet
- take dogs
- you pay for your utilities: electricity and gas
- email to: 5mtxp-6032700218@hous.craigslist.org

****sent an email - have not heard back yet**

11) 3501 Naples Way (Champlain Heights):

- Metro Vancouver Housing Corporation: "Tivoli Gardens"
- 3-BR townhouse - available April 15th @ \$1,555.00 per month
- pet-friendly
- manager @ [604.451.6670](tel:604.451.6670)

****left a message with the manager enquiring about other 3-BR townhouses in the MVHC portfolio closer to downtown and the Commercial Drive neighborhood.**

****There were a number of more places that I'd called and emailed. But will leave off this email for now.**

Take care,
Queenie

[REDACTED]

QUEENIE LARSON EA TO THE PRESIDENT

305 - 111 WATER STREET
VANCOUVER, BC CANADA V6B 1A7
D [604 694 8898](tel:604.694.8898) F [604 683 6719](tel:604.683.6719)
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From: ["Naundorf, Daniel" <daniel.naundorf@vancouver.ca>](mailto:daniel.naundorf@vancouver.ca)
To: juanp@relianceproperties.ca
CC: ["LeBreton, Wendy" <Wendy.Lebreton@vancouver.ca>](mailto:Wendy.Lebreton@vancouver.ca)
["Gillman, Andrea" <Andrea.Gillman@vancouver.ca>](mailto:Andrea.Gillman@vancouver.ca)
["Ellis, Sarah" <Sarah.Ellis@vancouver.ca>](mailto:Sarah.Ellis@vancouver.ca)
["Cho, Edna" <edna.cho@vancouver.ca>](mailto:edna.cho@vancouver.ca)
Date: 2/24/2017 5:01:34 PM
Subject: 1675 Davie St / 1188 Bidwell - Tenant relocation plan

Juan,

We would like to meet with you / Reliance regarding the eviction notices sent and the tenant relocation plan for the above noted site.

We can meet at 4pm on Monday February 27, 2017

Woodwards (reception phone on 5th floor) please call and we will bring you to the meeting room on the 6th floor

Thanks.

Daniel Naundorf | Housing Planner
Housing Policy and Projects | Housing Delivery and Operations
City of Vancouver
Suite 501 | 111 West Hastings Street
Vancouver, BC V6B 1H4
T: 604.871 6198 | F: 604.871.6488
vancouver.ca/housing

From: ["Singh, Sandra" <Sandra.Singh@vancouver.ca>](mailto:Sandra.Singh@vancouver.ca)
To: ["Jon Stovell" <jons@relianceproperties.ca>](mailto:jons@relianceproperties.ca)
CC: ["Gillman, Andrea" <Andrea.Gillman@vancouver.ca>](mailto:Andrea.Gillman@vancouver.ca)
Date: 2/25/2020 10:17:45 AM
Subject: ACCS - GM - Letter (Reliance Properties) - 1188 Bidwell - s.22(1)
(2020-02-25)
Attachments: ACCS - GM - Letter (Reliance Properties) - 1188 Bidwell - s.22(1)
(2020-02-25).pdf

Hello Jon,

Please find attached the formal correspondence that acknowledges that we accept the recent offers you put forward on February 19 as a reasonable resolution to our disagreement with regard to the intention of the original TRP. We very much appreciate your work to put these new options forward.

This correspondence will be shared with Council for information.

Thank you,

Sandra

Sandra Singh | General Manager
Arts, Culture & Community Services
604.871.6858 | sandra.singh@vancouver.ca
Pronouns: she, her, hers

Assistant: Sarah Pickstone
Phone: (604) 873-7408
E-mail: sarah.pickstone@vancouver.ca

The City of Vancouver acknowledges the unceded homelands of the x m d r m (Musqueam), Mᐅᐅᐅᐅᐅ 7mesh (Squamish), and M e e witulh (Tsleil-Waututh) Nations.

February 25, 2020

Reliance Properties
305-111 Water Street
Vancouver, BC, V6B 1A7
via email

Dear Mr. Stovell,

This letter is in follow up to my recent correspondence dated February 6, 2020 regarding Reliance's interpretation of the *Option A: Right of First Refusal* in the 1170 (1188) Bidwell TRP and our subsequent discussions related to resolving this disagreement.

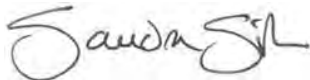
As per our recent discussions and your agreement on February 14, on February 19, Reliance presented a revised offer to tenants which included the following options, none of which involved rebate structures:

- a) **s.22(1)** : Tenants stay at **s.22(1)** under current rents, subject to allowable increases under the RTA. (Status quo)
- b) **1188 Bidwell**: An option to return to 1188 Bidwell at a 33% discount off market, subject to allowable increases under the RTA. This sets the lowest available unit at \$1,494/month.
- c) **1847 Barclay**: An option to rent a unit of the same type, at the same rent currently being paid at **s.22(1)**, subject to allowable increases under the RTA. This option is designed to allow tenants to return to the West End but who may be unable to take advantage of the higher rents at 1188 Bidwell.

While we remain disappointed that we could not reach a common understanding on the interpretation of the original agreement for 1170/1188 Bidwell, we recognize your presentation of the additional and revised options above as a reasonable effort to bring a close to the ongoing situation at 1188 Bidwell and **s.22(1)**. Further, while we recognize that these options do not provide the exact offer as the City expected under the original TRP, we believe that these options together satisfy the general intention of the original TRP and thank you for putting them forward.

We will continue to monitor the situation in hopes that both parties can find an amicable resolution for these tenancies.

Thank you,



Sandra Singh, General Manager
Arts, Culture, and Community Services
sandra.singh@vancouver.ca

From: ["Juan Pereira" <juanp@relianceproperties.ca>](mailto:juanp@relianceproperties.ca)
To: ["Gillman, Andrea" <Andrea.Gillman@vancouver.ca>](mailto:Andrea.Gillman@vancouver.ca)
CC: ["Jonathan Lim" <jonathanl@relianceproperties.ca>](mailto:jonathanl@relianceproperties.ca)
["Naundorf, Daniel" <daniel.naundorf@vancouver.ca>](mailto:daniel.naundorf@vancouver.ca)
["Lynn Luong" <lynnl@relianceproperties.ca>](mailto:lynnl@relianceproperties.ca)
["Jon Stovell" <jons@relianceproperties.ca>](mailto:jons@relianceproperties.ca)
["Bond, Abigail" <Abigail.Bond@vancouver.ca>](mailto:Abigail.Bond@vancouver.ca)
Date: 1/23/2020 3:06:57 PM
Subject: CM: [EXTERNAL] RE: 1188 Bidwell - update

City of Vancouver Cybersecurity WARNING: This is an external email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Andrea,

We would like to get any update on your review process of submitted TRP report.

In addition, Reviewing the Housing Agreement for 1188 as to make sure we are OK with our OP requirements, it is noted as follows:

- (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the Building, and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the Building, until such time as the Owner has delivered, to the Managing Director of Social Development (as successor in function to the Chief Housing Officer), , in form and substance satisfactory to the Managing Director of Social Development:
 - (i) proof of the insurance, consistent with the requirements of Section 2.1(h), is in force and effect;
 - (ii) confirmation that the Tenant Relocation Plan has been complied with;
 - (iii) particulars regarding Returning Tenants including the unit number and type to be occupied by each and the starting rent that will be payable for same for a period of not less than two years, together with evidence substantiating the rent discount; and
 - (iv) a final Tenant Relocation Report; and
- (b) the City will be under no obligation to issue any Occupancy Permit for the Building or any part thereof, notwithstanding completion of construction of the Building until such time as the Owner has complied with Section 5.1(a).

(a)(i) Notes proof of insurance as per 2.1(h)

2.1 The Owner covenants and agrees that:

- (h) throughout the Term, it will insure, or cause to be insured, the Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;

(a) (ii), (iii), (iv) are deemed advanced through all correspondence/ back and forth and submitted final report to your department for which we intent to get your feedback/confirmation.

In light of addressing (a) (i) please refer to attached documentation which states current and undertaken insurance conditions.

Please confirm these suffice and meet the intent of this paragraph.

Thanks,



JUAN G. PEREIRA PROJECT MANAGER

From: Juan Pereira [mailto:juanp@relianceproperties.ca]
Sent: Wednesday, January 15, 2020 9:28 AM
To: Gillman, Andrea
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: Re: 1188 Bidwell - update

Andrea,

Appreciate your confirmation.

Will keep you posted on any updates or eventual resolution however we don't anticipate that to be any time soon as we have granted no action until February.

It is to be noted that for any agreement two parts are needed and Tenants have to also be proactive reaching out a solution. We have exhausted options and Tenants were offered a consistent option C in case wanting to remain; some have agreed showing respect to extended initiatives, some don't and we would like to understand what is then proposed as to reach out fairness to this process where Landlord acting in good faith faces abuse of the system.

Thanks,

JUAN G. PEREIRA PROJECT MANAGER

305 - 111 WATER STREET
VANCOUVER, BC CANADA V6B 1A7
D 604 694 8680 F 604 683 6719
RELIANCEPROPERTIES.CA

On Jan 15, 2020, at 8:57 AM, Gillman, Andrea <Andrea.Gillman@vancouver.ca> wrote:

Thanks Juan,

I want to acknowledge that we've received your report and will review. Please keep us updated as things get resolved with the tenants wishing to remain at [REDACTED] as I expect we will continue to hear from them directly and it will be important to have the facts.

Much appreciated,
Andrea

On Jan 14, 2020, at 7:42 PM, Juan Pereira <juanp@relianceproperties.ca> wrote:

Andrea,

As discussed yesterday please find attached final TRP report for 1188 Bidwell St, accounting for all updates received from Tenants (shared already with you under separate covers) in relation to our deadline of January 13th, 2020 on Right of First Refusal for moving into 1188 Bidwell St and other given options to the Tenants.

Please confirm to us this suffices your requirement to clear OP as briefly outlined yesterday by you over the phone.

We trust this closes our TRP obligations while we continue proactively to resolve unforeseen conditions that led creating false expectations far beyond our extended TRP offers and options available to Tenants under this Market Rental Project.

Let me know if you have further questions and do not hesitate to call me if any further clarification.

Thanks,

[cid:14DA1561-DB4E-4178-890F-

EE87D06D7AC8]<<http://www.relianceproperties.ca/>>

JUAN G. PEREIRA PROJECT MANAGER

305 - 111 WATER STREET

VANCOUVER, BC CANADA V6B 1A7

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[RELANCEPROPERTIES.CA](http://www.relianceproperties.ca/)<<http://www.relianceproperties.ca/>>

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From: Juan Pereira

[<mailto:juanp@relianceproperties.ca><<mailto:juanp@relianceproperties.ca>>]

Sent: Friday, January 10, 2020 6:29 PM

To: 'Gillman, Andrea'

Cc: 'Jonathan Lim'; 'Naundorf, Daniel'; 'Lynn Luong'; 'Jon Stovell'; 'Bond, Abigail'

Subject: RE: 1188 Bidwell - update

Importance: High

Andrea,

Week is gone and was positively expecting to hear from you.

As an update, one Tenant in one of our buildings **s.22(1)** **s.22(1)** went for option C with signed agreement in place.

Option C: Remain at current units owned by Reliance Properties at old rent-rate for two additional years. Summarized as follows:

- Sign a new tenancy agreement at market rent
- Like Option A, tenants are obligated to pay the new rate, however for two years, Reliance will pay the difference between the old rate and new rate in the form of a monthly cheque sent to each tenant.
- Rates are subject to annual increases allowed under the Residential Tenancy Act

For the other Tenants, a reminder was sent today outlining as follows:

This correspondence serves as a reminder that Reliance requires your decision as to which of the below options you will select by 5:00PM on Monday, January 13, 2020; at which time the offers will expire. You are also free to decline Reliance's offers, which will end Reliance's obligations with respect to your future accommodation. Please kindly note that staying at current relocated suites at discounted rent in perpetuity is not an option available to tenants.

Once again and in light of any further clarification required we summarize options as follows:

Option A: Move into the newly built 1188 Bidwell at old rent-rate for two years

- Tenants sign a new agreement at current market rates. By signing a new agreement at market rent, tenants are protected if that rate jumps after two years.
- Tenants are obligated to pay the new rate, however for two years, Reliance will pay the difference between the old rate and new rate in the form of post-dated monthly cheques sent in advance to each tenant.
- Rates are subject to annual increases allowed under the Residential Tenancy Act

Option B: Move into newly built 1188 Bidwell at a 20% discount for the life of the tenancy

- Outside the approved Tenant Relocation Plan, Reliance has extended to eligible tenants the opportunity to move into 1188 Bidwell at 20% below market rent for the life of the tenancy.
- Subletting will not be permitted under this offer.
- Rates are subject to annual increases allowed under the Residential

Tenancy Act

Option C: Remain at current units owned by Reliance Properties at old rent-rate for two additional years. This is like Option A but at different building(s)

- Sign a new tenancy agreement at market rent
- Like Option A, tenants are obligated to pay the new rate, however for two years, Reliance will pay the difference between the old rate and new rate in the form of a monthly cheque sent to each tenant.
- Rates are subject to annual increases allowed under the Residential Tenancy Act

If we don't formally hear from you as individual Tenant we will consider you to have declined these offers.

We look forward to hearing from you.

Once again we expect to receive your feedback in terms of the draft report which will be sent as final on Tuesday January 14th, 2020. Will remain communicating back and forth with Tenants as needed

Thanks,

[cid:14DA1561-DB4E-4178-890F-EE87D06D7AC8]<<http://www.relianceproperties.ca/>>

JUAN G. PEREIRA PROJECT MANAGER

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From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]

Sent: Wednesday, January 8, 2020 3:57 PM

To: 'Gillman, Andrea'

Cc: 'Jonathan Lim'; 'Naundorf, Daniel'; 'Lynn Luong'; 'Jon Stovell'; 'Bond, Abigail'

Subject: RE: 1188 Bidwell - meeting

Hi Andrea,

Following up on this and whether you had the chance to review draft report.

Also, we would like to understand if any further back and forth has taken place with Tenants as to confirm from your end our actions are consistent with TRP aspirations and how far we have gone in terms of original approved TRP. We strive the importance on having the City to clarify our obligations and compliance with TRP.

Please advise,

Thanks,

[cid:14DA1561-DB4E-4178-890F-EE87D06D7AC8]<<http://www.relianceproperties.ca/>>

JUAN G. PEREIRA PROJECT MANAGER

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From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]

Sent: Monday, January 6, 2020 5:55 PM

To: 'Gillman, Andrea'

Cc: Jonathan Lim; 'Naundorf, Daniel'; Lynn Luong; Jon Stovell; 'Bond, Abigail'

Subject: RE: 1188 Bidwell - meeting

Importance: High

Hi Andrea,

Best in 2020!

As per our conversation back in December 19th, 2019 and as outlined in our summary, please find attached our Draft of the Tenant Relocation Report as of now for your review and comments.

At this point we haven't heard back any final direction from our offer and options to Tenants circulated via hardcopy and email (with extended timeline up to January 13th, 2020 at 5:00pm) apart from a back and forth with **s.22(1)** expressing concerns on the timeline, attached for your reference.

We are available to provide any further information and also to respond to Tenant enquiries as they come within this week.

Please let us know your feedback on the draft and we look forward to submitting final document once we received related confirmation.

Thanks,

[cid:14DA1561-DB4E-4178-890F-EE87D06D7AC8]<<http://www.relianceproperties.ca/>>

JUAN G. PEREIRA PROJECT MANAGER

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From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]

Sent: Thursday, December 19, 2019 6:18 PM

To: Gillman, Andrea

Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail

Subject: Re: 1188 Bidwell - meeting

Andrea,

Thanks,

To add to your last note not included in my summary:

- 4/5 TRP Tenants have units that are below the building average. These units are listed to them for under \$4/SF, while average rent per SF in the building is \$4.60/SF

– Competing buildings such as Westbank's Pendrell and Larco's English Bay Residence is renting for higher rates. These buildings have higher rents per SF than what is being offered here and this info can be shared as needed.

- Also our rental chart shows the lower rents being offered to each relocated tenant (with exception of first rented suite that in our Market campaign was discounted).

Thanks,

[<http://www.relianceproperties.ca/sites/default/files/RelianceESig.png>]

JUAN G. PEREIRA PROJECT MANAGER

305 - 111 WATER STREET

VANCOUVER, BC CANADA V6B 1A7

D 604 694 8680<<tel:604%20694%208680>> F 604 683 6719<<tel:604%20683%206719>>

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approximate.

On Dec 19, 2019, at 5:59 PM, Gillman, Andrea
<Andrea.Gillman@vancouver.ca<<mailto:Andrea.Gillman@vancouver.ca>>> wrote:

Hi Juan,

Thanks for the summary below that is an accurate description of our conversation this afternoon. Again I am sure tenants will appreciate the extended timeline given how busy things can be at this time of the year. I just want to be clear we will be able to release the Housing hold upon review and acceptance of the final TRP report but there is potential that other holds will remain.

I will also note that as discussed tenants have commented to us that the full rent offered to them at Bidwell in some instances appears to be higher than like units. You have offered to share a rent sheet with tenants should they raise this issue with you.

Andrea

From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]

Sent: Thursday, December 19, 2019 5:26 PM

To: Gillman, Andrea

Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail

Subject: RE: 1188 Bidwell - meeting

Andrea,

As discussed in our conversation:

- Hardcopies of the letters for RFR have been already distributed to Tenants with deadline January 6th, 2020
- We will distribute tomorrow via email digital copies of the letters and outline and additional extension up to January 13th, 2020 5:00pm.
- We will distribute back to you the Draft of the Tenant Relocation Report with any pending information (confirmation by Tenants on

their RFR) on January 6th, 2020 for your review/comments.

- Meantime during that week City will provide us with any comments on this draft report and we will submit final on January 13th or day after once we have full feedback from Tenants.

- The City should then provide imminent release of the TRP for this project as to clear occupancy path.

- You have confirmed that no additional information will be required besides the report sheet as we have already provided wide range of information backing up this process for your Department as a record.

Please confirm,

Thanks,

<<http://www.relianceproperties.ca/>>

JUAN G. PEREIRA PROJECT MANAGER

From: Gillman, Andrea

[<mailto:Andrea.Gillman@vancouver.ca><<mailto:Andrea.Gillman@vancouver.ca>>]

Sent: Thursday, December 19, 2019 4:26 PM

To: Juan Pereira

Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail

Subject: RE: 1188 Bidwell - meeting

Thanks for your thoughts on this Juan,

I'll give you a call to discuss further, as I've received your voice mail and have a few follow up questions based on the repeated questions coming in from the tenants, beyond the extension of the deadline as previously noted by Daniel. I believe we have now heard from most of the potential returning tenants either by phone or email at this point,

so they would all be aware of the City's position and the City's desire to see a stable tenancy option provided.

Andrea

From: Juan Pereira

[<mailto:juanp@relianceproperties.ca><<mailto:juanp@relianceproperties.ca>>]

Sent: Thursday, December 19, 2019 4:32 PM

To: 'Naundorf, Daniel'; 'Gillman, Andrea'

Cc: Jonathan Lim; Lynn Luong; Jon Stovell; 'Bond, Abigail'

Subject: RE: 1188 Bidwell - meeting

Importance: High

Daniel,

On the other hand we are getting concerned about clearing our permit for occupancy, so looking at the big picture here if no holds are set from Housing Department based on our outlined advanced action we could relax another week up to Monday January 13th, 2020.

Hardcopy Letters were already circulated, we could provide an extension via email distribution.

Going back in time we have been setting deadlines after deadlines and we trust had advanced efficient actions while waiting indefinitely for others to respond.

For the record October 18th sets our formal distribution for First Right of Refusal previously outlined as an intent communication letter circulated in September 1st, 2019.

Thanks,

<<http://www.relianceproperties.ca/>>

JUAN G. PEREIRA PROJECT MANAGER

From: Naundorf, Daniel [<mailto:daniel.naundorf@vancouver.ca>]

Sent: Thursday, December 19, 2019 3:10 PM

To: Juan Pereira; Gillman, Andrea
Cc: Jonathan Lim; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: RE: 1188 Bidwell - meeting

We are getting calls from tenants who are very concerned about the limited time they have to consider/ evaluate the additional offer, given the timing of the holidays between now and January 6

The tenants are concerned that Jan 6 is insufficient time for them to evaluate the offer being made at this busy time of year.

Extending this deadline would be helpful to them.

From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]
Sent: Thursday, December 19, 2019 12:23 PM
To: Gillman, Andrea
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: RE: 1188 Bidwell - meeting
Importance: High

Andrea,

We are circulating letters to Tenants now.

Certainly as expressed on our conference call, we feel this whole process requires proper notification from CoV to Tenants.

Constantly obligations/requirements by the Developer are outlined, however this is a City's initiative and having Tenants properly informed is part of the Public commitment (e.g. City's hosted Open Houses to clearly outline City's policies around a project).

Instead of a passive/reactive position, Tenants should be outlined of the Developer's obligations at front by the City and we are positive this will be a lot more efficient and successful for all parties.

While City's position is ambiguous and non-consistent with accepted and legally bound TRP via Housing Agreement, there is this figure around of the "evil Developer" trying to take advantage of the situation; it is certainly frustrating when within our company's vision we are far beyond responding, offering options and superseding obligations; the response comes back in opposite direction having Tenants (City's ultimate objective) frustrated, anxious and certainly armed trying to take advantage of the situation.

All of this without prejudice feeling there is room for improvement as to ensure efficient and successful processes that ultimate are in line of creating more housing options, mutual interest of all parties.

Thanks,

<<http://www.relianceproperties.ca/>>

JUAN G. PEREIRA PROJECT MANAGER

305 - 111 WATER STREET

VANCOUVER, BC CANADA V6B 1A7

D 604 694 8680 F 604 683 6719

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From: Gillman, Andrea

[<mailto:Andrea.Gillman@vancouver.ca><<mailto:Andrea.Gillman@vancouver.ca>>]

Sent: Wednesday, December 18, 2019 5:14 PM

To: Juan Pereira

Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail

Subject: RE: 1188 Bidwell - meeting

Hi Juan,

We heard from a few of the tenants several weeks ago when they were concerned with the offer put forward to them and questioned if this met the Right of First Refusal as they understood it. Several tenants reached out to Daniel directly at this time.

The City will continue to communicate with tenants as they reach out to us, but do not intend to send a blanket letter to the tenants. I do believe this now gives the tenants a range of options and am confident they will reach out to us with any questions or concerns on their part after receiving the letter. We can reiterate to tenants at this time that this additional offer was the result of discussions between the City and Reliance to fulfil the terms of the TRP.

Thanks.

Andrea

From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]

Sent: Wednesday, December 18, 2019 3:54 PM

To: Gillman, Andrea

Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail

Subject: RE: 1188 Bidwell - meeting

Andrea,

Appreciate your prompt feedback.

Just wondering if CoV is providing further clarification to the Tenants. As discussed there is no point on us trying to convince Tenants of something that is agreeable by the City if it doesn't come directly from the City. We had outlined in our conference call and in further correspondence this need and conscious of our committed actions and beyond approved TRP offers, the City has important role

and action to guarantee success of the process. Please clarify/confirm what your position is and what further/completed actions informing Tenants are in place.

Meantime we will complete the report and distribute once we hear back from Tenants on their final right of first refusal actions along with correspondence as outlined on your form.

Thanks,

<<http://www.relianceproperties.ca/>>

JUAN G. PEREIRA PROJECT MANAGER

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From: Gillman, Andrea

[<mailto:Andrea.Gillman@vancouver.ca><<mailto:Andrea.Gillman@vancouver.ca>>]

Sent: Wednesday, December 18, 2019 3:37 PM

To: Juan Pereira

Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail

Subject: RE: 1188 Bidwell - meeting

Thanks Juan,

This looks to be in alignment with what we've discussed. As for the final Tenant Relocation Report we will need you to complete the form found here.

<https://vancouver.ca/files/cov/tenant-relocation-report-2016.dot>

I believe we have the binder related to the initial tenant relocation which provides a detailed account of all communication between Reliance staff and tenants during the time.

Andrea

From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]

Sent: Wednesday, December 18, 2019 2:31 PM

To: Gillman, Andrea

Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail

Subject: RE: 1188 Bidwell - meeting

Importance: High

Andrea,

Thanks for your provided feedback.

Attached a zip file with related letters for Tenants that have expressed intent to take the right of first refusal.

We intent to circulate these promptly and we are requesting response by January 6th, 2020 at 5:00pm.

Let us know if you have any further questions/comments.

I trust you can advance any related process in order to clear the final Tenant Relocation Plan for this project; let me know what you expect to see in the report apart from as circulated and we can compile and submit to you.

Thanks,

<<http://www.relianceproperties.ca/>>

JUAN G. PEREIRA PROJECT MANAGER

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From: Gillman, Andrea

[<mailto:Andrea.Gillman@vancouver.ca><<mailto:Andrea.Gillman@vancouver.ca>>]

Sent: Monday, December 16, 2019 12:34 PM

To: Juan Pereira

Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail

Subject: RE: 1188 Bidwell - meeting

Hi Juan,

Thanks for providing the detailed summary below. I have read through all the documentation provided and we appreciate that Reliance has put something forward that will provide tenants with the option of a stable tenancy, rather than just a 2 year term.

If you are now able to communicate out these three options to the

tenants who have indicated they wish to return to 1188 Bidwell, as you note below, it will be up to the individual tenants to determine how they wish to proceed. This should satisfy the intent of the City's TRP policy as far as right of first refusal. Tenants can make an informed choice as to which option they prefer.

As far as s.22(1) is not taking up the offer of right of first refusal, we will leave these agreements between yourselves and the tenant and trust that you are acting in good faith.

If you can provide us with copies of the letters that will communicate out the three options to these tenants, I believe we will have what we need.

It is only the final Tenant Relocation Report that will be required as a next step to clear the Occupancy Hold. I am happy to meet to discuss further if you would like, but am not sure it is necessary at this stage.

Andrea

Andrea Gillman MCIP, RPP
Senior Housing Planner
Affordable Housing Programs
City of Vancouver
T: 604-873-7437

From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]

Sent: Thursday, December 12, 2019 2:17 PM

To: Gillman, Andrea

Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail

Subject: RE: 1188 Bidwell - meeting

Importance: High

Andrea,

We confirm that we are working towards resolving this situation by providing options beyond our original approved TRP in light of finding a positive outcome; however, no matter what we do, this needs

to be backed up as reasonable by the City of Vancouver and clearly communicated to the Tenants who unfortunately up to now feel we are finding a way around any stipulated obligation outlined in the TRP, far from our intention.

In this order of ideas we wanted to meet with you to clarify in fact actions and available options per Tenant.

As time is a sensitive matter here, please refer to below summary:

· Please note that s.22(1) originally at s.22(1) from 1170 Bidwell signed s.22(1) lease at market rent into a relocated suite provided /owned by Reliance Properties Ltd. where the offered limited TRP benefit of accommodations as available at any of Reliance's portfolio nearby buildings, into an equivalent/similar unit as they were currently renting, for the same rent value during the term equivalent to the building construction is being extended for two more years (commitment part of the project's TRP made available only if they were moving into the new building – 1188 Bidwell St).

Refer to signed leased paperwork that includes previously shared second addendum to the lease where is clearly outlined the offered benefit – limited for two years.

It is in fact rewarding finding out that a Tenant clearly understands our obligation outlined several times in letters and that we are still contributing beyond them to a positive outcome.

· Please refer to attached PDF (5 pages) with options being offered for each of the remaining Tenants. This shows by Tenant the following scenarios:

Approved TRP offer relocating into 1188 Bidwell St. Right of first refusal to move back into an equivalent/similar unit in the New Building, upon completion, for the same rent amount (subject to increases as per the RTA) during a two (2) years term.

This option requires signing a lease at market rent with a proposed monthly credit for 24 months under a second addendum to the contract as per attached.

Further consideration to as discussed in our conference call, we made the decision to make this available to the Tenants: Match TRP current policies where Tenants have the right of first refusal to move back into 1188 Bidwell with 20% discount off starting market rent. This would be offered for the duration of the Tenancy to eligible Tenant, subject to increases as per RTA. Tenant won't be able to sublease the unit and benefits are exclusively to the eligible Tenant.

As offered to s.22(1), we would allow Tenants to remain on current relocated suites provided/owned by Reliance Properties Ltd. where the offered limited TRP benefit of accommodations as available at any of Reliance's portfolio nearby buildings, into an equivalent /similar unit as they were currently renting, for the same rent value during the term equivalent to the building construction is being extended for two more years.

This option requires signing a lease at market rent with a proposed monthly credit for 24 months with a second addendum to the contract similar to as signed by s.22(1).

- Note options B and C are beyond as approved in our TRP.

- Note our approved TRP clearly denotes: Current offered conditions are deemed to be better due to current rents being low and new building ones are to be significant higher. Therefore it was disclosed at front the difference between current rent and anticipated market rents. We are facing the fact that Tenants had extremely low rent at the original building on suites offering limited benefits actually non comparable to what the new building offers responding to current market conditions, project budget and feasibility.

- We appreciate the fact that the City is looking into creating stable tenancies however it would be up to the Tenant to decide their needs; It is our believe that our original offer could be attractive for some Tenants as the needs change in time (e.g. a Tenant might wish to save for 24 months some money at front and be able to get a down payment to get into owning a suite).

None of the proposed options contemplate the fact that a Tenant desires to stay at current relocated suite with current agreement under current discounted rent in perpetuity. Even the RTA has been adjusted after our TRP was approved (restricting fixed lease terms) there is a

strong case that our offer is limited to the time of construction of the new building and it is part of their current lease agreement. If Tenant decides to refuse to offered A, B or C options and remain in the suite without action, they will receive a Notice to vacate their current suite; There are not only obligations on the TRP assigned to the Developer and the limitations to the offer are clear since day one. We will understand this position as the Tenant trying to take advantage of the situation and the provided Good Faith action by the Developer on this process and will submit an application for a Dispute Resolution to the Residential Tenancy Branch and process any Tenant's claim through Arbitration. We are positive that we have a fully supported case and certainly would like to safe both parties to go through the tortuous process and achieve a negative outcome after all effort made in this TRP.

In addition, above action by Tenant provides a full disincentive on Developers offering relocation on owned buildings which also is contrary to TRP aspirations and sets a negative precedent for future projects.

As previously stated, it is not in our obligation to convince Tenants that our actions are consistent and go beyond the TRP, there is an important role to the City to provide the confidence to the Tenants on the fairness of the process. We trust City of Vancouver can do that in light of obtaining a successful TRP that is in all parties interest.

We appreciate your prompt feedback as we will be imminently communicating these options to the Tenants and trust you can comment before we proceed.

Let me know if any questions or if you want to meet as it is ideally preferred,

Thanks,

<<http://www.relianceproperties.ca/>>

JUAN G. PEREIRA PROJECT MANAGER

305 - 111 WATER STREET

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From: Gillman, Andrea

[<mailto:Andrea.Gillman@vancouver.ca><<mailto:Andrea.Gillman@vancouver.ca>>]

Sent: Wednesday, December 11, 2019 3:00 PM

To: Juan Pereira

Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong

Subject: RE: 1188 Bidwell - meeting

Thanks Juan,

I am just heading into meetings now, but appreciate you giving some further thought to what additional options you can provide to the tenants. Further to the 20% discount option, as per current City policy, I want to confirm that this would be offered in perpetuity for the duration of the tenancy, subject to increases as per the RTA. As you know from our conversation on Monday, creating stable tenancies is critical to fulfilling the offer of right of first refusal. Can you also give us an idea of what the current market rents are for the units being held for these folks?

Andrea

From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]

Sent: Wednesday, December 11, 2019 2:34 PM

To: Gillman, Andrea

Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong
Subject: RE: 1188 Bidwell - meeting
Importance: High

Andrea,

Just left a VM to you.

We have the figures with market rents per Tenant in current building locations to compare with our TRP scenario.

From accepted TRP for this project and further to our conversation we will be providing two additional options to the Tenants:

- Extended benefit of 2 years discounted rent from Market rent at current locations where the Market rents are lower or equivalent to 1188 (with suites larger than 1188).
- Match TRP current policies where Tenants have the right of first refusal to move back into 1188 Bidwell with 20% discount off starting market rent.

We want to present these options on the case by case basis and the best would be to have a Face to Face.

Can you accommodate a meeting this afternoon around 4:00pm?

Please confirm,

Thanks,

<<http://www.relianceproperties.ca/>>

JUAN G. PEREIRA PROJECT MANAGER

From: Gillman, Andrea
[<mailto:Andrea.Gillman@vancouver.ca><<mailto:Andrea.Gillman@vancouver.ca>>]

Sent: Monday, December 9, 2019 3:35 PM

To: Juan Pereira

Cc: Jonathan Lim; Jon Stovell; Naundorf, Daniel; Lynn Luong;
queeniel@relianceproperties.ca<<mailto:queeniel@relianceproperties.ca>>; Bond, Abigail

Subject: Re: 1188 Bidwell conference call

Apologies we are dialing back in after we lost the call.

Andrea

Sent from my iPhone

On Dec 9, 2019, at 3:14 PM, Juan Pereira
<juanp@relianceproperties.ca<<mailto:juanp@relianceproperties.ca>>>
wrote:

Andrea,

We are on the conference now waiting for you to join.

Thanks,

JUAN G. PEREIRA PROJECT MANAGER

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D 604 694 8680<<tel:604%20694%208680>> F 604 683 6719<<tel:604%20683%206719>>

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On Dec 9, 2019, at 3:08 PM, Gillman, Andrea
<Andrea.Gillman@vancouver.ca<<mailto:Andrea.Gillman@vancouver.ca>>> wrote:

As per my discussion with Queenie at 3 p.m. this afternoon, we will connect with you shortly.

Thanks.

Andrea

Dial **s.15(1)(l)**, Meeting ID **s.15(1)(l)**, Andrea (Host) enter PIN **s.15(1)(l)**
Attendees enter Access Code **s.15(1)(l)**

Please use the following conference call info for those who are not able to attend in person:

Dial: **s.15(1)(l)**
Enter Meeting ID: **s.15(1)(l)**
Andrea (Host) Enter PIN: **s.15(1)(l)**
Attendees Enter Access Code: **s.15(1)(l)**

If your Host has not joined the conference bridge, you will be place on hold until your Host arrives. Once the Host arrives you will be put into the conference.

*****To mute your phone use the Mute Button on your phone

<2020.01.14_DE419087_Tenant relocation report_final_s.pdf>

From: ["Juan Pereira" <juanp@relianceproperties.ca>](mailto:juanp@relianceproperties.ca)
To: ["Gillman, Andrea" <Andrea.Gillman@vancouver.ca>](mailto:Andrea.Gillman@vancouver.ca)
["Naundorf, Daniel" <daniel.naundorf@vancouver.ca>](mailto:daniel.naundorf@vancouver.ca)
CC: ["Jonathan Lim" <Jonathanl@relianceproperties.ca>](mailto:Jonathanl@relianceproperties.ca)
["Jon Stovell" <jons@relianceproperties.ca>](mailto:jons@relianceproperties.ca)
Date: 11/18/2019 5:49:12 PM
Subject: CM: 1177 Bidwell - TRP into 1188 Bidwell St

Andrea, Daniel,

Thanks for your call today seeking for clarification and following up on the Tenant Relocation Plan for this property.

As discussed we are happy to share our actions which eventually would be summarized in a formal submission to you as part of our TRP response and commitment.

Further to Development update letter update dated September 1st, 2019 (attached into compiled PDF) circulated to all eligible Tenants, we circulated a letter in October 18th, 2019 (attached into compiled PDF) to all eligible Tenants outlining Right of first refusal to move back into an equivalent/similar unit in the New Building, up on completion as stated on original communication to tenants dated April 28th, 2016. Each Tenant was offered with an equivalent suite (based mainly in suite area).

As a result we received different feedbacks:

- ☐ **Tenant who doesn't want to move back into the building:** Refer to attached compiled PDF with information on Tenant at original suite s.22(1) at 1170 Bidwell St – s.22(1), as a reference with complete correspondence thread.
- ☐ **Tenant who would like to remain in the current place (one of our buildings):** Refer to attached compiled PDF with information on Tenant at original suite s.22(1) at 1170 Bidwell St – s.22(1), as a reference with complete correspondence thread and negotiated action.
- ☐ **Tenant who wants to move back into 1188 building:** Refer to attached compiled PDF with information on Tenant at original suite s.22(1) at 1170 Bidwell St – s.22(1), as a reference with complete correspondence thread on how discount is calculated in relation to market rent as a typical example on how all the applicable tenants were circulated with applicable terms of the offer.

It has been our preference to address correspondence and further clarification on case by case basis communicating individually to each Tenant as to best understand their particular needs.

On Friday November 15th after one month of our circulated letter, further to acceptance in their intent to move into the building and once shared the conditions of the new lease were outlined and calculated for each Tenant, there was a consensus reaction into a joined communication by s.22(1) that was individually responded providing clarification on the TRP and requesting their confirmation on their intent to move into the building (we are heading to completion and we need to submit our TRP final documentation in order to achieve building occupancy and all of this implies

commitment with dates for delivery of the building not only to relocated Tenants but to all Tenants). Today we received feedback per Tenant (refer to zip file with individual feedbacks) with a proposed negotiated action outside our TRP commitment.

As outlined to you there seems to be misunderstanding around some of the Eligible Tenants on our obligation in relation to the TRP, where we offered option to move into the building at a discounted rate for a term of 24 months (same original rent plus allowable annual increases authorized by the government) and there seem to be confused with an aspiration of a discounted rent in perpetuity non applicable to a market rental development like 1188 Bidwell Street. Conditions on Residential Tenancy Act will impede matching the rent to market value after the two years reason Tenants are being offered with a discount equivalent to the two year term.

Currently we are holding five suites for the five Tenants who want to move back into the 1188 Bidwell building; it is a fact that a new lease agreement needs to be signed either for the new suites or for the existing suites (which were part of our assistance plan on accommodating tenants at the same rent value into an equivalent/similar unit into our buildings) and there has to be an understanding on how both will need to resume eventually to a market value. Excerpt of our TRP as follows (Note offered discount is in average 47.5% off the market value):

Relocation Plan Components	Draft TRP Details (to be completed with Rezoning or DE application submission) Date: Sept. 15, 2016
First Right of Refusal <ul style="list-style-type: none"> Where starting rents are anticipated to be higher than what the tenant currently pays, a discount for any returning tenants should be offered. E.g. 20% off starting rents. In cases where starting rents are essentially on par with current rents, consider the current rent plus any allowable increases under the RTA during the period of construction as the proposed starting rent. 	<ul style="list-style-type: none"> Right of first refusal to move back into an equivalent/similar unit in the New Building, upon completion, for the same rent amount during a two (2) years term as stated on communication to tenants dated April 28th, 2016. Current offered conditions are deemed to be better due to current rents being low and new building ones are to be significant higher.

I will be happy to share case by case information as you deem applicable.

Please provide us with your feedback,

Thanks,



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JUAN G. PEREIRA PROJECT MANAGER

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From: "Singh, Sandra" <Sandra.Singh@vancouver.ca>
To: "Gillman, Andrea" <Andrea.Gillman@vancouver.ca>
Date: 2/11/2020 4:06:18 PM
Subject: CM: FW: Options for 1188 Bidwell

For your files

S

From: Singh, Sandra
Sent: Tuesday, February 11, 2020 4:06 PM
To: 'Jon Stovell'
Subject: Options for 1188 Bidwell

Hi Jon,

This is what we thought might work as a new bundle of offers, recognizing that a Bidwell option would be really positive to keep in the mix:

1. s.22(1) status quo: Tenants stay at s.22(1) under current rents, subject to allowable increases under the RTA.
 - ☐ The value of this discount appears to range from \$11,000-\$12,000/year based on market rents.
2. 1188 Bidwell: consider an offer to tenants of at least 35-40% discount off of lowest starting rent of \$2,150 (not \$2,350 as originally proposed)
 - ☐ The issue of the lowest rent in the building has been an ongoing piece we've heard about. Tenants were offered units at a starting rent of \$2,350 (up to \$2390), while there was early advertising that suggests lowest rent was \$2,150.
 - ☐ Using this lower rent of \$2,150 with a discount we think would go a long way.
 - ☐ Please see below for notes on this item.
3. Other West End: For a period of 2 years, or a minimum of 3 vacancies for the same type unit, tenants will be notified of vacancies in other Reliance owned buildings in the West End. Tenants would be able to move into one of these units at the same rent they are currently paying at s.22(1), subject to allowable increases under the RTA. Should tenants not be notified of a minimum of 3 vacancies in the 2 year period, this time frame should be extended until 3 vacancies are offered.
 - ☐ Creates an opportunity for tenants who may wish to move into the West End
 - ☐ This seems like a positive extra option to offer.

Notes re: Proposed Option 2:

From what we can see, s.22(1) started their tenancies at s.22(1) at \$1,275 and are now at

\$1,394. s.22(1) started much lower at \$975 and looks to be paying \$1,066.

Base Rent – Bidwell	\$2,150
30% discount	\$1,505
35% discount	\$1,398
40% discount	\$1,290

- ☐ It looks like the value of the discount you would offer should tenants stay at s.22(1), assuming a market value of the s.22(1) units of \$2,350 s.22(1) and \$2,100 s.22(1) based on info in the TRP report, is approx. \$11,000 for 2 of the units and \$12,000 for s.22(1).
- ☐ It would be positive if you carried this same value over to the Bidwell offer. For s.22(1) this would be the equivalent of them paying \$1,290 on a unit that was marketed at \$2,150.
- ☐ It seems to be the same financial impact as the s.22(1)

I hope this helps your consideration of potential offers.

Thanks,

Sandra

From: "Singh, Sandra" <Sandra.Singh@vancouver.ca>
To: "Jon Stovell" <jons@relianceproperties.ca>
CC: s.22(1)
[REDACTED]
"Gillman, Andrea" <Andrea.Gillman@vancouver.ca>
Date: 2/6/2020 6:50:54 PM
Subject: CM: Letter re: 1188 Bidwell TRP - s.22(1)
Attachments: ACCS - GM - Letter (Reliance Properties) - 1188 Bidwell - s.22(1) (2020-02-06).pdf

Dear Jon,

Attached please find a letter regarding re: TRP interpretation for 1188 Bidwell - s.22(1).

Thank you,

Sandra

Sandra Singh | General Manager
Arts, Culture & Community Services
604.871.6858 | sandra.singh@vancouver.ca
Pronouns: she, her, hers

Assistant: Sarah Pickstone
Phone: (604) 873-7408
E-mail: sarah.pickstone@vancouver.ca

The City of Vancouver acknowledges the unceded homelands of the xʷməŋm̓čəm (Musqueam), ḵwə́m̓ 7mesh (Squamish), and ḵəḵʷəḵʷəḵ (Tsleil-Waututh) Nations.

February 6, 2020

Jon Stovell
Reliance Properties
305-111 Water Street
Vancouver, BC, V6B 1A7
via email

Dear Jon,

Arising from several conversations with multiple parties related to our differing interpretations of the TRP language related to 1188 Bidwell St., I feel the need to formally confirm the City's interpretation of the TRP for all impacted parties. I am doing so by way of this letter to you as Reliance is the holder of the agreement with the City, but am cc'ing the tenants as key stakeholders.

The Option A offer of Right of First Refusal in the TRP for 1188 Bidwell St. was approved by staff with the understanding that the units would be offered at the same rent for a term of two years, after which time RTA allowable increases would apply.

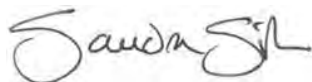
As I discussed with you, the Option A offer of Right of First Refusal for the tenants did not materialize in the way we anticipated it would. We reviewed the TRP wording with our Legal Services team and were advised that the manner in which Reliance has structured the right of first refusal does comply with the accepted Tenant Relocation Plan, even if it does not reflect the City's intention and interpretation. As a result, the City could not reasonably withhold the removal of the permit hold. Accordingly, having reviewed the Tenant Relocation Plan Final Report as submitted on January 14, staff removed the Housing hold earlier this week on February 3.

It is important to the City that this removal of the hold is not interpreted as the City endorsing or agreeing with Reliance's interpretation of Option A.

As I have discussed with you, we are disappointed with this interpretation. We are also aware that this situation continues to create a deeply stressful situation for both the tenants and yourself. We are looking to both parties to take a step forward to resolve this issue and are hopeful that you will initiate this important process by bringing forward potential solutions at both Bidwell and s.22(1) that create an opportunity for you and the tenants to reach an amicable resolution. As offered, I and my team are more than willing to assist in these discussions.

Jon, I thank you for your confirmation today of the extension of your timeline to April 30, 2020 and that you will be reaching out to the tenants next week. These are promising steps and I am looking forward to your continuing goodwill and creativity as we all work to an amicable solution and positive outcomes.

Thank you,



Sandra Singh, General Manager
Arts, Culture, and Community Services
sandra.singh@vancouver.ca

cc: s.22(1) (via email)

From: "Jon Stovell" <jons@relianceproperties.ca>
To: "Singh, Sandra" <Sandra.Singh@vancouver.ca>
"Gillman, Andrea" <Andrea.Gillman@vancouver.ca>
Date: 2/14/2020 12:28:04 PM
Subject: [EXTERNAL] Davie and Bidwell - Tenants s.22(1) Only
- All other Tenants settled.
Attachments: image001.png
Tenant Relocation Options-s.22(1).pdf
Tenant Relocation Options-s.22(1).pdf
Tenant Relocation Options-s.22(1).pdf

City of Vancouver Cybersecurity WARNING: This is an external email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Sandra

Subject to written acceptance of the below and attached from the City we will be offering to the above Tenants on a confidential non disclosure basis the choices set out on the attached spreadsheets.

We will keep the suites at 1847 Barclay and Bidwell available until Monday February 24th. on a first come first serve basis.

We make this offer to the Tenants on the following conditions for the City of Vancouver:

(a) Staff will immediately report to Council that this offer has occurred and that staff takes the position that the spirit of the TRP and Housing Agreement has now been met. This will be the case even if the tenants do not accept the offer and the City will make no further request for the offer to change.

(b) Staff will now inform the Tenants of our pending offer and

advise the Tenants that that in the opinion of staff the spirit of the TRP and Housing Agreement has now been met and that this has been reported to Council.

(c) Staff will write us a letter as a follow up to the previous letter thanking us for responding to the concerns of the Tenants and the City and that the spirit of the Housing Agreement has now been met and that this has been reported to Council.

(d) If requested by Reliance the City will issue a press statement confirming the above.

(e) The city will not request of us to make any further accommodation to any other past Tenants of 1170 Bidwell. Nor will the City assert to any party that the spirit of the TRP and Housing Agreement is not met with respect to any other previous Tenants of 1170 Bidwell.

Please note in two of the three cases our offer is below the CMHC average for the each of the options.

In the case of s.22(1) the 1188 Bidwell option is more than the CMHC average for a Studio as we do not have studios at 1188 Bidwell.

If the Tenants wish to go to the West end but can not afford the rent at 1188 Bidwell they can move to 1847 Barclay at the same rent they are currently paying at s.22(1) pursuant to the above deadlines.

We will also be requiring that the Tenants agree to not sublet their premises. This is permitted by the Residential Tenancy

Act for a non fixed term Tenancy.

Kind regards.



JON STOVELL PRESIDENT

305 - 111 WATER STREET
VANCOUVER, BC CANADA V6B 1A7
D [604 694 8896](tel:6046948896) F [604 683 6719](tel:6046836719)
RELIANCEPROPERTIES.CA

s.22(1)

Compensation Options

Address	Unit	Area	FM Rent	Current Rent	Discount
s.22(1)	s.22(1)	657	\$ 1,965.00	\$ 1,064.00	\$ 901.00 Includes heat and hot water
1188 Bidwell		592	2,230.00	1,561.00	669.00 Heat and hot water extra. Approx. \$70/month
s.22(1)		458	1,600.00	1,064.00	536.00 Includes heat and hot water
CMHC Rate				1,398.00	Bachelor @West End/St StanleyPark North

Suite s.22(1) are available for March 1, 2020

Suite s.22(1) at 1188 Bidwell is available for March 1, 2020.

s.22(1)

Compensation Options

Address	Unit	Area	FM Rent	Current Rent	Discount
s.22(1)	s.22(1)	772	2,316.00	1,392.00	924.00 Includes heat and hot water
1188 Bidwell		592	2,230.00	1,561.00	669.00 Heat and hot water extra. Approx. \$70/month
s.22(1)		634	1,800.00	1,392.00	408.00 Includes heat and hot water
CMHC Rate				1,629.00	One Bedroom @West End/StanleyPark North

All of the aboves are below CMHC Rate

Suite s.22(1) are available for March 1, 2020

Suite s.22(1) at 1188 Bidwell is available for March 1, 2020.

s.22(1)

Compensation Options

Address	Unit	Area	FM Rent	Current Rent	Discount
s.22(1)	s.22(1)	769 \$	2,350.00 \$	1,394.00 \$	956.00 Includes heat and hot water
1188 Bidwell		592	2,230.00	1,561.00	669.00 Heat and hot water extra. Approx. \$70/month
s.22(1)		634	1,800.00	1,394.00	406.00 Includes heat and hot water
CMHC Rate				1,629.00	One Bedroom @West End/StanleyPark North

All of the aboves are below CMHC Rate

Suite s.22(1) are available for March 1, 2020

Suite s.22(1) at 1188 Bidwell is available for March 1, 2020.

From: "Juan Pereira" <juanp@relianceproperties.ca>
To: "Gillman, Andrea" <Andrea.Gillman@vancouver.ca>
CC: "Jonathan Lim" <jonathanl@relianceproperties.ca>
"Naundorf, Daniel" <daniel.naundorf@vancouver.ca>
"Lynn Luong" <lynnl@relianceproperties.ca>
"Jon Stovell" <jons@relianceproperties.ca>
"Bond, Abigail" <Abigail.Bond@vancouver.ca>
Date: 1/6/2020 5:55:15 PM
Subject: [EXTERNAL] RE: 1188 Bidwell - meeting
Attachments: 2020.01.06_DE419087_Tenant relocation report_draft.pdf
2019.12.23 [REDACTED]-1170 Bidwell relocation.pdf

City of Vancouver Cybersecurity WARNING: This is an external email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Andrea,

Best in 2020!

As per our conversation back in December 19th, 2019 and as outlined in our summary, please find attached our Draft of the Tenant Relocation Report as of now for your review and comments.

At this point we haven't heard back any final direction from our offer and options to Tenants circulated via hardcopy and email (with extended timeline up to January 13th, 2020 at 5:00pm) apart from a back and forth with s.22(1) [REDACTED] at 1170 Bidwell St.) expressing concerns on the timeline, attached for your reference.

We are available to provide any further information and also to respond to Tenant enquiries as they come within this week.

Please let us know your feedback on the draft and we look forward to submitting final document once we received related confirmation.

Thanks,



RELIANCE
PROPERTIES

JUAN G. PEREIRA PROJECT MANAGER

305 - 111 WATER STREET
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E & O E: All information contained herein is from sources we deem reliable; however, no guarantee or responsibility is assumed thereof, and it shall not form any part of future contracts

From: Juan Pereira [mailto:juanp@relianceproperties.ca]
Sent: Thursday, December 19, 2019 6:18 PM
To: Gillman, Andrea
Cc: Jonathan Lin; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: Re: 1188 Bidwell - meeting

Andrea,

Thanks,
To add to your last note not included in my summary:

- 4/5 TRP Tenants have units that are below the building average. These units are listed to them for under \$4/SF, while average rent per SF in the building is \$4.60/SF

– Competing buildings such as Westbank's Pendrell and Larco's English Bay Residence is renting for higher rates. These buildings have higher rents per SF than what is being offered here and this info can be shared as needed.

- Also our rental chart shows the lower rents being offered to each relocated tenant (with exception of first rented suite that in our Market campaign was discounted).

Thanks,

JUAN G. PEREIRA PROJECT MANAGER

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On Dec 19, 2019, at 5:59 PM, Gillman, Andrea <Andrea.Gillman@vancouver.ca> wrote:

Hi Juan,
Thanks for the summary below that is an accurate description of our conversation this afternoon. Again I am sure tenants will appreciate the extended timeline given how busy things can be at this time of the year. I just want to be clear we will be able to release the Housing hold upon review and acceptance of the final TRP report but there is potential that other holds will remain.

I will also note that as discussed tenants have commented to us that the full rent offered to them at Bidwell in some instances appears to be higher than like units. You have offered to share a rent sheet with tenants should they raise this issue with you.
Andrea

From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]
Sent: Thursday, December 19, 2019 5:26 PM
To: Gillman, Andrea
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: RE: 1188 Bidwell - meeting

Andrea,
As discussed in our conversation:

- Hardcopies of the letters for RFR have been already distributed to Tenants with deadline January 6th, 2020
- We will distribute tomorrow via email digital copies of the letters and outline and additional extension up to January 13th, 2020 5:00pm.
- We will distribute back to you the Draft of the Tenant Relocation Report with any pending information (confirmation by Tenants on their RFR) on January 6th, 2020 for your review/comments.
- Meantime during that week City will provide us with any comments on this draft report and we will submit final on January 13th or day after once we have full feedback from Tenants.
- The City should then provide imminent release of the TRP for this project as to clear occupancy path.
- You have confirmed that no additional information will be required besides the report sheet as we have already provided wide range of information backing up this process for your Department as a record.

Please confirm,

Thanks,

[<image001.png>](#)

JUAN G. PEREIRA PROJECT MANAGER

From: Gillman, Andrea [<mailto:Andrea.Gillman@vancouver.ca>]
Sent: Thursday, December 19, 2019 4:26 PM
To: Juan Pereira
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: RE: 1188 Bidwell - meeting

Thanks for your thoughts on this Juan,
I ll give you a call to discuss further, as I ve received your voice mail and have a few follow up questions based on the repeated questions coming in from the tenants, beyond the extension of the deadline as previously noted by Daniel. I believe we have now heard from most of the potential returning tenants either by phone or email at this point, so they

would all be aware of the City's position and the City's desire to see a stable tenancy option provided.

Andrea

From: Juan Pereira [mailto:juanp@relianceproperties.ca]
Sent: Thursday, December 19, 2019 4:32 PM
To: 'Naundorf, Daniel'; 'Gillman, Andrea'
Cc: Jonathan Lim; Lynn Luong; Jon Stovell; 'Bond, Abigail'
Subject: RE: 1188 Bidwell - meeting
Importance: High

Daniel,

On the other hand we are getting concerned about clearing our permit for occupancy, so looking at the big picture here if no holds are set from Housing Department based on our outlined advanced action we could relax another week up to Monday January 13th, 2020. Hardcopy Letters were already circulated, we could provide an extension via email distribution.

Going back in time we have been setting deadlines after deadlines and we trust had advanced efficient actions while waiting indefinitely for others to respond.

For the record October 18th sets our formal distribution for First Right of Refusal previously outlined as an intent communication letter circulated in September 1st, 2019.

Thanks,

[<image001.png>](#)

JUAN G. PEREIRA PROJECT MANAGER

From: Naundorf, Daniel [mailto:daniel.naundorf@vancouver.ca]
Sent: Thursday, December 19, 2019 3:10 PM
To: Juan Pereira; Gillman, Andrea
Cc: Jonathan Lim; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: RE: 1188 Bidwell - meeting

We are getting calls from tenants who are very concerned about the limited time they have to consider/ evaluate the additional offer, given the timing of the holidays between now and January 6

The tenants are concerned that Jan 6 is insufficient time for them to evaluate the offer being made at this busy time of year.

Extending this deadline would be helpful to them.

From: Juan Pereira [mailto:juanp@relianceproperties.ca]
Sent: Thursday, December 19, 2019 12:23 PM
To: Gillman, Andrea
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: RE: 1188 Bidwell - meeting
Importance: High

Andrea,

We are circulating letters to Tenants now.

Certainly as expressed on our conference call, we feel this whole process requires proper notification from CoV to Tenants.

Constantly obligations/requirements by the Developer are outlined, however this is a City's initiative and having Tenants properly informed is part of the Public commitment (e.g. City's hosted Open Houses to clearly outline City's policies around a project). Instead of a passive/reactive position, Tenants should be outlined of the Developer's obligations at front by the City and we are positive this will be a lot more efficient and successful for all parties.

While City's position is ambiguous and non-consistent with accepted and legally bound TRP via Housing Agreement, there is this figure around of the 'evil Developer' trying to take advantage of the situation; it is certainly frustrating when within our company's vision we are far beyond responding, offering options and superseding obligations; the response comes back in opposite direction having Tenants (City's ultimate objective) frustrated, anxious and certainly armed trying to take advantage of the situation.

All of this without prejudice feeling there is room for improvement as to ensure efficient and successful processes that ultimate are in line of creating more housing options, mutual interest of all parties.

Thanks,

[<image001.png>](#)

JUAN G. PEREIRA PROJECT MANAGER

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From: Gillman, Andrea [mailto:Andrea.Gillman@vancouver.ca]

Sent: Wednesday, December 18, 2019 5:14 PM

To: Juan Pereira

Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail

Subject: RE: 1188 Bidwell - meeting

Hi Juan,

We heard from a few of the tenants several weeks ago when they were concerned with the offer put forward to them and questioned if this met the Right of First Refusal as they understood it. Several tenants reached out to Daniel directly at this time.

The City will continue to communicate with tenants as they reach out to us, but do not intend to send a blanket letter to the tenants. I do believe this now gives the tenants a range of options and am confident they will reach out to us with any questions or concerns on their part after receiving the letter. We can reiterate to tenants at this time that this additional offer was the result of discussions between the City and Reliance to fulfil the terms of the TRP.

Thanks.

Andrea

From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]

Sent: Wednesday, December 18, 2019 3:54 PM

To: Gillman, Andrea

Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail

Subject: RE: 1188 Bidwell - meeting

Andrea,

Appreciate your prompt feedback.

Just wondering if CoV is providing further clarification to the Tenants. As discussed there is no point on us trying to convince Tenants of something that is agreeable by the City if it doesn't come directly from the City. We had outlined in our conference call and in further correspondence this need and conscious of our committed actions and beyond approved TRP offers, the City has important role and action to guarantee success of the process. Please clarify/confirm what your position is and what further/completed actions informing Tenants are in place.

Meantime we will complete the report and distribute once we hear back from Tenants on their final right of first refusal actions along with correspondence as outlined on your form.

Thanks,

[<image001.png>](#)

JUAN G. PEREIRA PROJECT MANAGER

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From: Gillman, Andrea [<mailto:Andrea.Gillman@vancouver.ca>]

Sent: Wednesday, December 18, 2019 3:37 PM

To: Juan Pereira

Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: RE: 1188 Bidwell - meeting

Thanks Juan,

This looks to be in alignment with what we've discussed. As for the final Tenant Relocation Report we will need you to complete the form found here.

<https://vancouver.ca/files/cov/tenant-relocation-report-2016.dot>

I believe we have the binder related to the initial tenant relocation which provides a detailed account of all communication between Reliance staff and tenants during the time.
Andrea

From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]

Sent: Wednesday, December 18, 2019 2:31 PM

To: Gillman, Andrea

Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail

Subject: RE: 1188 Bidwell - meeting

Importance: High

Andrea,

Thanks for your provided feedback.

Attached a zip file with related letters for Tenants that have expressed intent to take the right of first refusal.

We intent to circulate these promptly and we are requesting response by January 6th, 2020 at 5:00pm.

Let us know if you have any further questions/comments.

I trust you can advance any related process in order to clear the final Tenant Relocation Plan for this project; let me know what you expect to see in the report apart from as circulated and we can compile and submit to you.

Thanks,

[<image001.png>](#)

JUAN G. PEREIRA PROJECT MANAGER

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From: Gillman, Andrea [<mailto:Andrea.Gillman@vancouver.ca>]

Sent: Monday, December 16, 2019 12:34 PM

To: Juan Pereira

Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail

Subject: RE: 1188 Bidwell - meeting

Hi Juan,

Thanks for providing the detailed summary below. I have read through all the documentation provided and we appreciate that Reliance has put something forward that will provide tenants with the option of a stable tenancy, rather than just a 2 year term.

If you are now able to communicate out these three options to the tenants who have indicated they wish to return to 1188 Bidwell, as you note below, it will be up to the individual tenants to determine how they wish to proceed. This should satisfy the intent of the City's TRP policy as far as right of first refusal. Tenants can make an informed choice as to which option they prefer.

As far as **s.22(1)** is not taking up the offer of right of first refusal, we will leave these agreements between yourselves and the tenant and trust that you are acting in good faith.

If you can provide us with copies of the letters that will communicate out the three options to these tenants, I believe we will have what we need.

It is only the final Tenant Relocation Report that will be required as a next step to clear the Occupancy Hold. I am happy to meet to discuss further if you would like, but am not sure it is necessary at this stage.

Andrea

Andrea Gillman MCIP, RPP

Senior Housing Planner

Affordable Housing Programs

City of Vancouver

T: 604-873-7437

From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]

Sent: Thursday, December 12, 2019 2:17 PM

To: Gillman, Andrea

Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail

Subject: RE: 1188 Bidwell - meeting

Importance: High

Andrea,

We confirm that we are working towards resolving this situation by providing options beyond our original approved TRP in light of finding a positive outcome; however, no matter what we do, this needs to be backed up as reasonable by the City of Vancouver and clearly communicated to the Tenants who unfortunately up to now feel we are finding a way around any stipulated obligation outlined in the TRP, far from our intention.

In this order of ideas we wanted to meet with you to clarify in fact actions and available

options per Tenant.

As time is a sensitive matter here, please refer to below summary:

- ☐ Please note that s.22(1) originally at s.22(1) from 1170 Bidwell signed lease at market rent into a relocated suite provided/owned by Reliance Properties Ltd. where the offered limited TRP benefit of *accommodations as available at any of Reliance's portfolio nearby buildings, into an equivalent/similar unit as they were currently renting, for the same rent value during the term equivalent to the building construction* is being extended for two more years (commitment part of the project's TRP made available only if they were moving into the new building – 1188 Bidwell St).
Refer to signed leased paperwork that includes previously shared second addendum to the lease where is clearly outlined the offered benefit – limited for two years.
It is in fact rewarding finding out that a Tenant clearly understands our obligation outlined several times in letters and that we are still contributing beyond them to a positive outcome.
- ☐ Please refer to attached PDF (5 pages) with options being offered for each of the remaining Tenants. This shows by Tenant the following scenarios:
 - Approved TRP offer relocating into 1188 Bidwell St. Right of first refusal to move back into an equivalent/similar unit in the New Building, upon completion, for the same rent amount (subject to increases as per the RTA) during a two (2) years term.
This option requires signing a lease at market rent with a proposed monthly credit for 24 months under a second addendum to the contract as per attached.
Further consideration to as discussed in our conference call, we made the decision to make this available to the Tenants: Match TRP current policies where Tenants have the right of first refusal to move back into 1188 Bidwell with 20% discount off starting market rent. This would be offered for the duration of the Tenancy to eligible Tenant, subject to increases as per RTA. Tenant won't be able to sublease the unit and benefits are exclusively to the eligible Tenant.
As offered to s.22(1), we would allow Tenants to remain on current relocated suites provided/owned by Reliance Properties Ltd. where the offered limited TRP benefit of *accommodations as available at any of Reliance's portfolio nearby buildings, into an equivalent /similar unit as they were currently renting, for the same rent value during the term equivalent to the building construction* is being extended for two more years.
This option requires signing a lease at market rent with a proposed monthly credit for 24 months with a second addendum to the contract similar to as signed by s.22(1)
- ☐ Note options B and C are beyond as approved in our TRP.
- ☐ Note our approved TRP clearly denotes: *Current offered conditions are deemed to be better due to current rents being low and new building ones are to be significant higher.* Therefore it was disclosed at front the difference between

current rent and anticipated market rents. We are facing the fact that Tenants had extremely low rent at the original building on suites offering limited benefits actually non comparable to what the new building offers responding to current market conditions, project budget and feasibility.

- We appreciate the fact that the City is looking into creating stable tenancies however it would be up to the Tenant to decide their needs; It is our believe that our original offer could be attractive for some Tenants as the needs change in time (e.g. a Tenant might wish to save for 24 months some money at front and be able to get a down payment to get into owning a suite).

None of the proposed options contemplate the fact that a Tenant desires to stay at current relocated suite with current agreement under current discounted rent in perpetuity. Even the RTA has been adjusted after our TRP was approved (restricting fixed lease terms) there is a strong case that our offer is limited to the time of construction of the new building and it is part of their current lease agreement. If Tenant decides to refuse to offered A, B or C options and remain in the suite without action, they will receive a Notice to vacate their current suite; There are not only obligations on the TRP assigned to the Developer and the limitations to the offer are clear since day one. We will understand this position as the Tenant trying to take advantage of the situation and the provided Good Faith action by the Developer on this process and will submit an application for a Dispute Resolution to the Residential Tenancy Branch and process any Tenant's claim through Arbitration. We are positive that we have a fully supported case and certainly would like to safe both parties to go through the tortuous process and achieve a negative outcome after all effort made in this TRP.

In addition, above action by Tenant provides a full disincentive on Developers offering relocation on owned buildings which also is contrary to TRP aspirations and sets a negative precedent for future projects.

As previously stated, it is not in our obligation to convince Tenants that our actions are consistent and go beyond the TRP, there is an important role to the City to provide the confidence to the Tenants on the fairness of the process. We trust City of Vancouver can do that in light of obtaining a successful TRP that is in all parties interest.

We appreciate your prompt feedback as we will be imminently communicating these options to the Tenants and trust you can comment before we proceed.

Let me know if any questions or if you want to meet as it is ideally preferred,

Thanks,

[<image001.png>](#)

JUAN G. PEREIRA PROJECT MANAGER

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approximate

From: Gillman, Andrea [mailto:Andrea.Gillman@vancouver.ca]
Sent: Wednesday, December 11, 2019 3:00 PM
To: Juan Pereira
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong
Subject: RE: 1188 Bidwell - meeting

Thanks Juan,

I am just heading into meetings now, but appreciate you giving some further thought to what additional options you can provide to the tenants. Further to the 20% discount option, as per current City policy, I want to confirm that this would be offered in perpetuity for the duration of the tenancy, subject to increases as per the RTA. As you know from our conversation on Monday, creating stable tenancies is critical to fulfilling the offer of right of first refusal. Can you also give us an idea of what the current market rents are for the units being held for these folks?

Andrea

From: Juan Pereira [mailto:juanp@relianceproperties.ca]
Sent: Wednesday, December 11, 2019 2:34 PM
To: Gillman, Andrea
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong
Subject: RE: 1188 Bidwell - meeting
Importance: High

Andrea,

Just left a VM to you.

We have the figures with market rents per Tenant in current building locations to compare with our TRP scenario.

From accepted TRP for this project and further to our conversation we will be providing two additional options to the Tenants:

- Extended benefit of 2 years discounted rent from Market rent at current locations where the Market rents are lower or equivalent to 1188 (with suites larger than 1188).
- Match TRP current policies where Tenants have the right of first refusal to move back into 1188 Bidwell with 20% discount off starting market rent.

We want to present these options on the case by case basis and the best would be to have a Face to Face.

Can you accommodate a meeting this afternoon around 4:00pm?

Please confirm,

Thanks,

[<image001.png>](#)

JUAN G. PEREIRA PROJECT MANAGER

From: Gillman, Andrea [mailto:Andrea.Gillman@vancouver.ca]
Sent: Monday, December 9, 2019 3:35 PM
To: Juan Pereira
Cc: Jonathan Lim; Jon Stovell; Naundorf, Daniel; Lynn Luong; queeniel@relianceproperties.ca; Bond, Abigail
Subject: Re: 1188 Bidwell conference call

Apologies we are dialing back in after we lost the call.
Andrea

Sent from my iPhone

On Dec 9, 2019, at 3:14 PM, Juan Pereira <juanp@relianceproperties.ca> wrote:

Andrea,
We are on the conference now waiting for you to join.

Thanks,

[<image002.jpg>](#)

JUAN G. PEREIRA PROJECT MANAGER

305 - 111 WATER STREET
VANCOUVER, BC CANADA V6B 1A7
D 604 694 8680 F 604 683 6719
RELIANCEPROPERTIES.CA

E & O E: All information contained herein is from sources we deem reliable; however, no guarantee or responsibility is assumed thereof, and it shall not form any part of future contracts. Properties are submitted subject to errors and omissions and all information should be carefully verified. All measurements quoted herein are approximate.

On Dec 9, 2019, at 3:08 PM, Gillman, Andrea
<Andrea.Gillman@vancouver.ca> wrote:

As per my discussion with Queenie at 3 p.m. this afternoon, we
will connect with you shortly.

Thanks.
Andrea

Dial **s.15(1)(l)** Meeting ID **s.15(1)(l)** Andrea (Host)
enter PIN **s.22(1)**, Attendees enter Access Code
s.22(1)

Please use the following conference call info for those who are not able to attend in person:

Dial: 6 **s.15(1)(l)**

Enter Meeting ID: **s.15(1)(l)**

Andrea (Host) Enter PIN: **s.15(1)(l)**

Attendees Enter Access Code: **s.15(1)(l)**

If your Host has not joined the conference bridge, you will be place on hold until your Host arrives. Once the Host arrives you will be put into the conference.

*****To mute your phone use the Mute Button on your phone

<mime-attachment.ics>

TENANT RELOCATION REPORT

Date:

January 06, 2020

☐ Development Permit #

DE419087

Address:

1188 Bidwell Street, Vancouver, BC V6G 2K6

Owner:

Reliance Properties Ltd.

Signature:

Juan Pereira – Project Manager

1. Eligible Tenant Relocation Summary														
Unit #	Tenant Name	Move In Date	Monthly Rent	Tenant Relocation Plan Outcome				Total Compensation Paid to Tenant (\$)	Move out Date	Did the Tenant require help finding alternate accommodation? If yes, please summarize efforts including options provided and area tenant relocated to with the starting rent of their new unit.	Did the Tenant require additional support and/or compensation due to special circumstances? If yes, summarize compensation including assistance in identifying alternate accommodation within 10% of current rent if requested.	*Returning Tenants Applies in Right of First Refusal cases		
				Months Rent (\$)	Moving Expense (\$)	Other (\$)	Right of First Refusal* (Y/N)					Unit #	Unit Type	Starting Rent (\$) (include any discount)
<div><div><div>s.22(1)</div></div><div>at 1170 Bidwell</div></div>	<div><div>s.22(1)</div></div>	<div><div>s.22(1)</div></div>	\$1,120	\$2,240	\$800	<div><div></div></div>	Y	<div><div></div></div>	<div><div>s.22(1)</div></div>	Y: <div><div>s.22(1)</div></div>	Y: <div><div>s.22(1)</div></div>	<div><div>s.22(1)</div></div>	1BD + Flex (602 SF + Balcony)	SEE ATTACHED
<div><div><div>s.22(1)</div></div><div>at 1170 Bidwell</div></div>	<div><div>s.22(1)</div></div>	<div><div>s.22(1)</div></div>	\$1,073	\$2,146	\$750	<div><div></div></div>	Y	<div><div></div></div>	<div><div>s.22(1)</div></div>	Y: <div><div>s.22(1)</div></div>	Y: <div><div>s.22(1)</div></div>	<div><div>s.22(1)</div></div>	1BD + Flex (603 SF + Balcony)	SEE ATTACHED
<div><div><div>s.22(1)</div></div><div>at 1170 Bidwell</div></div>	<div><div>s.22(1)</div></div>	<div><div>s.22(1)</div></div>	\$1,091	\$1,998	\$665	<div><div></div></div>	Y	<div><div></div></div>	<div><div>s.22(1)</div></div>	Y: <div><div>s.22(1)</div></div>	<div><div></div></div>	<div><div>s.22(1)</div></div>	1BD + Flex (603 SF + Balcony)	SEE ATTACHED
<div><div><div>s.22(1)</div></div><div>at 1170 Bidwell</div></div>	<div><div>s.22(1)</div></div>	<div><div>s.22(1)</div></div>	\$1,099	\$2,198	\$843.46	<div><div></div></div>	N	<div><div></div></div>	<div><div>s.22(1)</div></div>	Y: <div><div>s.22(1)</div></div>	FYI: <div><div>s.22(1)</div></div>	<div><div></div></div>	<div><div></div></div>	<div><div></div></div>

TENANT RELOCATION REPORT

<div><div></div><div>s.22(1)</div></div> at 1170 Bidwell	<div><div></div><div>s.22(1)</div></div>	<div><div></div><div>s.22(1)</div></div>	\$1,250	\$2,500	\$756.57	\$10,000	Y		<div><div></div><div>s.22(1)</div></div>	Y: <div><div></div><div>s.22(1)</div></div>		<div><div></div><div>s.22(1)</div></div>	1BD + Flex (664 SF + Balcony)	SEE ATTACHED
<div><div></div><div>s.22(1)</div></div> at 1170 Bidwell	<div><div></div><div>s.22(1)</div></div>	<div><div></div><div>s.22(1)</div></div>	\$1,014	\$2,028	\$733.07	\$7,909.20	N		<div><div></div><div>s.22(1)</div></div>	Y: <div><div></div><div>s.22(1)</div></div>	Y: <div><div></div><div>s.22(1)</div></div>	<div><div></div><div>s.22(1)</div></div>		
<div><div></div><div>s.22(1)</div></div> at 1170 Bidwell	<div><div></div><div>s.22(1)</div></div>	<div><div></div><div>s.22(1)</div></div>	\$ 975	\$1,950	\$800		Y		<div><div></div><div>s.22(1)</div></div>	Y: <div><div></div><div>s.22(1)</div></div>		<div><div></div><div>s.22(1)</div></div>	1BD + Flex (604 SF + Balcony)	SEE ATTACHED
<div><div></div><div>s.22(1)</div></div> at 1675 Davie	<div><div></div><div>s.22(1)</div></div>	<div><div></div><div>s.22(1)</div></div>	\$2,150	\$4,300	\$500	\$10,320	N		<div><div></div><div>s.22(1)</div></div>	Y: <div><div></div><div>s.22(1)</div></div>				

1675 Davie	s.22(1)	s.22(1)	\$2,251	\$2,251	\$750	\$30,800	N		s.22(1)	Y: s.22(1)				
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***Please press TAB at the very last cell to insert a new row.

Unit Type	Project Average Rent	Total # of Units
Studio	\$2,683.64	22
1 bed	\$2,709.92	59
2 bed	\$3,542.86 // \$3,917.39	23
3 bed	\$4,681.25	4
		108

* Note: Returning Tenants column applies to tenants that have taken up the Right of First Refusal and moved (or intend to move) into a replacement unit.

				Approved TRP 2016	Current TRP Standards 2019	Beyond approved TRP Current Address
Options				A	B	C
1170 Bidwell				1188 Bidwell	1188 Bidwell	1188 Bidwell
Suite						
Area	579sf			602sf + Balcony	602sf + Balcony	657sf
BASE RENT				2 years discount	-20% Market Rent	2 years discount
\$ 1,120.00						\$ 1,120.00
Allowable Rent Increase 2017	3.70%	\$ 41.44	\$ 1,161.44			\$ 1,120.00
Allowable Rent Increase 2018	4.00%	\$ 46.46	\$ 1,207.90			\$ 1,165.00
Allowable Rent Increase 2019	2.50%	\$ 30.20	\$ 1,238.10			\$ 1,193.00
Allowable Rent Increase 2020	2.60%	\$ 32.19	\$ 1,270.29			\$ 1,224.02
Market Rent 2020				\$ 2,425.00	\$ 2,425.00	\$ 2,100.00
Base Rent 2020				\$ 1,270.29	\$ 1,940.00	\$ 1,224.02
Proposed credit by month for 24 months				\$ 1,154.71	\$ -	\$ 875.98
Subsidy applied to Market Rent					\$ 485.00	

PRIVILEGED AND CONFIDENTIAL

				Approved TRP 2016	Current TRP Standards 2019	Beyond approved TRP Current Address
Options				A	B	C
1170 Bidwell				1188 Bidwell	1188 Bidwell	s.22(1)
Suite						
Area	599sf			603sf + Balcony	603sf + Balcony	769sf
BASE RENT		\$	1,073.00	2 years	20%	2 years
Allowable Rent Increase 2017	3.70%	\$	39.70			\$ 1,275.00
Allowable Rent Increase 2018	4.00%	\$	44.51			\$ 1,275.00
Allowable Rent Increase 2019	2.50%	\$	28.93			\$ 1,326.00
Allowable Rent Increase 2020	2.60%	\$	30.84			\$ 1,359.00
		\$	1,216.98			\$ 1,394.33
Market Rent 2020				\$ 2,370.00	\$ 2,370.00	\$ 2,350.00
Base Rent 2020				\$ 1,216.98	\$ 1,896.00	\$ 1,394.33
Proposed credit by month for 24 months				\$ 1,153.02	\$ -	\$ 955.67
Subsidy applied to Market Rent					\$ 474.00	

PRIVILEGED AND CONFIDENTIAL

				Approved TRP 2016	Current TRP Standards 2019	Beyond approved TRP Current Address
Options				A	B	C
1170 Bidwell				1188 Bidwell	1188 Bidwell	1188 Bidwell
Suite						
Area	579sf			603sf + Balcony	603sf + Balcony	772sf
BASE RENT		\$	1,091.00	2 years	20%	2 years
Allowable Rent Increase 2017	3.70%	\$	40.37			\$ 1,275.00
Allowable Rent Increase 2018	4.00%	\$	45.25			\$ 1,275.00
Allowable Rent Increase 2019	2.50%	\$	29.42			\$ 1,326.00
Allowable Rent Increase 2020	2.60%	\$	31.36			\$ 1,359.00
		\$	1,237.39			\$ 1,394.33
Market Rent 2020				\$ 2,350.00	\$ 2,350.00	\$ 2,350.00
Base Rent 2020				\$ 1,237.39	\$ 1,880.00	\$ 1,394.33
Proposed credit by month for 24 months				\$ 1,112.61	\$ -	\$ 955.67
Subsidy applied to Market Rent					\$ 470.00	

PRIVILEGED AND CONFIDENTIAL

				Approved TRP 2016	Current TRP Standards 2019	Current Address
Options				A	B	
1170 Bidwell				1188 Bidwell	1188 Bidwell	
Suite						
Area	666sf			664sf + Balcony	664sf + Balcony	
BASE RENT				2 years	20%	
		\$	1,250.00			
Allowable Rent Increase 2017	3.70%	\$	46.25			
Allowable Rent Increase 2018	4.00%	\$	51.85			
Allowable Rent Increase 2019	2.50%	\$	33.70			
Allowable Rent Increase 2020	2.60%	\$	35.93			
Subsidy applied to Rent (November 2016 - January 2020)						\$ 9,750.00
Estimated Reminder subsidy (Feb. 2020 based on Move in Mar. 2020)						\$ 250.00
Market Rent 2020				\$ 2,600.00	\$ 2,600.00	
Base Rent 2020				\$ 1,417.73	\$ 2,080.00	
Proposed credit by month for 24 months				\$ 1,182.27	\$ -	
Subsidy applied to Market Rent					\$ 520.00	\$ 10,000.00

PRIVILEGED AND CONFIDENTIAL

					Approved TRP 2016	Current TRP Standards 2019	Beyond approved TRP Current Address
Options					A	B	C
1170 Bidwell					1188 Bidwell	1188 Bidwell	s.22(1)
Suite	s.22(1)				s.22(1)	s.22(1)	s.22(1)
Area	579sf					604sf + Balcony	657sf
					2 years	20%	2 years
BASE RENT							
\$ 975.00							\$ 975.00
Allowable Rent Increase 2017	3.70%	\$ 36.08	\$	1,011.08			\$ 975.00
Allowable Rent Increase 2018	4.00%	\$ 40.44	\$	1,051.52			\$ 1,014.00
Allowable Rent Increase 2019	2.50%	\$ 26.29	\$	1,077.81			\$ 1,039.00
Allowable Rent Increase 2020	2.60%	\$ 28.02	\$	1,105.83			\$ 1,066.01
Market Rent 2020					\$ 2,390.00	\$ 2,390.00	\$ 2,100.00
Base Rent 2020					\$ 1,105.83	\$ 1,912.00	\$ 1,066.01
Proposed credit by month for 24 months					\$ 1,284.17	\$ -	\$ 1,033.99
Subsidy applied to Market Rent						\$ 478.00	

PRIVILEGED AND CONFIDENTIAL

From: "Juan Pereira" <juanp@relianceproperties.ca>
To: "Gillman, Andrea" <Andrea.Gillman@vancouver.ca>
Date: 1/29/2020 4:42:45 PM
Subject: [EXTERNAL] RE: 1188 Bidwell - update
Attachments: 2016.12.15_1170 Bidwell relocation.pdf

City of Vancouver Cybersecurity WARNING: This is an external email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Andrea,
Attached should answer you email 1/2
Thanks,



JUAN G. PEREIRA PROJECT MANAGER

From: Gillman, Andrea [mailto:Andrea.Gillman@vancouver.ca]
Sent: Wednesday, January 29, 2020 3:59 PM
To: Juan Pereira
Subject: RE: 1188 Bidwell - update

Hi Juan,
I have a quick clarifying questions on the TRP report. Under unit **s.22(1)**, it looks like his rent was \$1,091, but under the Tenant Relocation summary, he was given \$1998 which is not quite a full 2 months' rent.
Are you able to comment on why the minor discrepancy?
Thanks.
Andrea

From: Juan Pereira [mailto:juanp@relianceproperties.ca]
Sent: Tuesday, January 14, 2020 7:23 PM
To: Gillman, Andrea
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: RE: 1188 Bidwell - update
Importance: High

Andrea,

As discussed yesterday please find attached final TRP report for 1188 Bidwell St, accounting for all updates received from Tenants (shared already with you under separate covers) in relation to our deadline of January 13th, 2020 on Right of First Refusal for moving into 1188 Bidwell St and other given options to the Tenants.

Please confirm to us this suffices your requirement to clear OP as briefly outlined yesterday by you over

the phone.

We trust this closes our TRP obligations while we continue proactively to resolve unforeseen conditions that led creating false expectations far beyond our extended TRP offers and options available to Tenants under this Market Rental Project.

Let me know if you have further questions and do not hesitate to call me if any further clarification.

Thanks,



JUAN G. PEREIRA PROJECT MANAGER

305 - 111 WATER STREET
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D 604 694 8680 F 604 683 6719
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E & O E: All information contained herein is from sources we deem reliable; however, no guarantee or responsibility is assumed thereof, and it shall not form any part of future contracts. Properties are submitted subject to errors and omissions and all information should be carefully verified. All measurements quoted herein are approximate.

From: Juan Pereira [mailto:juanp@relianceproperties.ca]
Sent: Friday, January 10, 2020 6:29 PM
To: 'Gillman, Andrea'
Cc: 'Jonathan Lim'; 'Naundorf, Daniel'; 'Lynn Luong'; 'Jon Stovell'; 'Bond, Abigail'
Subject: RE: 1188 Bidwell - update
Importance: High

Andrea,

Week is gone and was positively expecting to hear from you.

As an update, one Tenant in one of our buildings (s.22(1)) (s.22(1)) went for option C with signed agreement in place.

Option C: Remain at current units owned by Reliance Properties at old rent-rate for two additional years. Summarized as follows:

- Sign a new tenancy agreement at market rent
- Like Option A, tenants are obligated to pay the new rate, however for two years, Reliance will pay the difference between the old rate and new rate in the form of a monthly cheque sent to each tenant.
- Rates are subject to annual increases allowed under the Residential Tenancy Act

For the other Tenants, a reminder was sent today outlining as follows:

*This correspondence serves as a reminder that Reliance requires your decision as to which of the below options you will select by **5:00PM on Monday, January 13, 2020**; at which time the offers will expire. You are also free to decline Reliance's offers, which will end Reliance's*

obligations with respect to your future accommodation. Please kindly note that staying at current relocated suites at discounted rent in perpetuity is not an option available to tenants.

Once again and in light of any further clarification required we summarize options as follows:

Option A: Move into the newly built 1188 Bidwell at old rent-rate for two years

- *Tenants sign a new agreement at current market rates. By signing a new agreement at market rent, tenants are protected if that rate jumps after two years.*
- *Tenants are obligated to pay the new rate, however for two years, Reliance will pay the difference between the old rate and new rate in the form of post-dated monthly cheques sent in advance to each tenant.*
- *Rates are subject to annual increases allowed under the Residential Tenancy Act*

Option B: Move into newly built 1188 Bidwell at a 20% discount for the life of the tenancy

- *Outside the approved Tenant Relocation Plan, Reliance has extended to eligible tenants the opportunity to move into 1188 Bidwell at 20% below market rent for the life of the tenancy.*
- *Subletting will not be permitted under this offer.*
- *Rates are subject to annual increases allowed under the Residential Tenancy Act*

Option C: Remain at current units owned by Reliance Properties at old rent-rate for two additional years. This is like Option A but at different building(s)

- *Sign a new tenancy agreement at market rent*
- *Like Option A, tenants are obligated to pay the new rate, however for two years, Reliance will pay the difference between the old rate and new rate in the form of a monthly cheque sent to each tenant.*
- *Rates are subject to annual increases allowed under the Residential Tenancy Act*

If we don't formally hear from you as individual Tenant we will consider you to have declined these offers.

We look forward to hearing from you.

Once again we expect to receive your feedback in terms of the draft report which will be sent as final on Tuesday January 14th, 2020. Will remain communicating back and forth with Tenants as needed

Thanks,



JUAN G. PEREIRA PROJECT MANAGER

305 - 111 WATER STREET
VANCOUVER, BC CANADA V6B 1A7
D 604 694 8680 F 604 683 6719
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From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]
Sent: Wednesday, January 8, 2020 3:57 PM
To: 'Gillman, Andrea'
Cc: 'Jonathan Lim'; 'Naundorf, Daniel'; 'Lynn Luong'; 'Jon Stovell'; 'Bond, Abigail'
Subject: RE: 1188 Bidwell - meeting

Hi Andrea,

Following up on this and whether you had the chance to review draft report.

Also, we would like to understand if any further back and forth has taken place with Tenants as to confirm from your end our actions are consistent with TRP aspirations and how far we have gone in terms of original approved TRP. We strive the importance on having the City to clarify our obligations and compliance with TRP.

Please advise,

Thanks,



JUAN G. PEREIRA PROJECT MANAGER

305 - 111 WATER STREET
VANCOUVER, BC CANADA V6B 1A7
D 604 694 8680 F 604 683 6719
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From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]
Sent: Monday, January 6, 2020 5:55 PM
To: 'Gillman, Andrea'
Cc: Jonathan Lim; 'Naundorf, Daniel'; Lynn Luong; Jon Stovell; 'Bond, Abigail'
Subject: RE: 1188 Bidwell - meeting
Importance: High

Hi Andrea,

Best in 2020!

As per our conversation back in December 19th, 2019 and as outlined in our summary, please find attached our Draft of the Tenant Relocation Report as of now for your review and comments.

At this point we haven't heard back any final direction from our offer and options to Tenants circulated via hardcopy and email (with extended timeline up to January 13th, 2020 at 5:00pm) apart from a back

and forth with s.22(1) at 1170 Bidwell St.) expressing concerns on the timeline, attached for your reference.

We are available to provide any further information and also to respond to Tenant enquiries as they come within this week.

Please let us know your feedback on the draft and we look forward to submitting final document once we received related confirmation.

Thanks,



JUAN G. PEREIRA PROJECT MANAGER

305 - 111 WATER STREET
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E & O E: All information contained herein is from sources we deem reliable; however, no guarantee or responsibility is assumed thereof, and it shall not form any part of future contracts. Properties are submitted subject to errors and omissions and all information should be carefully verified. All measurements quoted herein are approximate.

From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]
Sent: Thursday, December 19, 2019 6:18 PM
To: Gillman, Andrea
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: Re: 1188 Bidwell - meeting

Andrea,

Thanks,
To add to your last note not included in my summary:

- 4/5 TRP Tenants have units that are below the building average. These units are listed to them for under \$4/SF, while average rent per SF in the building is \$4.60/SF

- Competing buildings such as Westbank's Pendrell and Larco's English Bay Residence is renting for higher rates. These buildings have higher rents per SF than what is being offered here and this info can be shared as needed.

- Also our rental chart shows the lower rents being offered to each relocated tenant (with exception of first rented suite that in our Market campaign was discounted).

Thanks,

JUAN G. PEREIRA PROJECT MANAGER

305 - 111 WATER STREET
VANCOUVER BC CANADA V6B 1A7
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E & O E: All information contained herein is from sources we deem reliable; however, no guarantee or responsibility is assumed thereof, and it shall not form any part of future contracts. Properties are submitted subject to errors and omissions and all information should be carefully verified. All measurements quoted herein are approximate.

On Dec 19, 2019, at 5:59 PM, Gillman, Andrea <Andrea.Gillman@vancouver.ca> wrote:

Hi Juan,

Thanks for the summary below that is an accurate description of our conversation this afternoon. Again I am sure tenants will appreciate the extended timeline given how busy things can be at this time of the year. I just want to be clear we will be able to release the Housing hold upon review and acceptance of the final TRP report but there is potential that other holds will remain.

I will also note that as discussed tenants have commented to us that the full rent offered to them at Bidwell in some instances appears to be higher than like units. You have offered to share a rent sheet with tenants should they raise this issue with you.

Andrea

From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]

Sent: Thursday, December 19, 2019 5:26 PM

To: Gillman, Andrea

Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail

Subject: RE: 1188 Bidwell - meeting

Andrea,

As discussed in our conversation:

- ☐ Hardcopies of the letters for RFR have been already distributed to Tenants with deadline January 6th, 2020
- ☐ We will distribute tomorrow via email digital copies of the letters and outline and additional extension up to January 13th, 2020 5:00pm.
- ☐ We will distribute back to you the Draft of the Tenant Relocation Report with any pending information (confirmation by Tenants on their RFR) on January 6th, 2020 for your review/comments.
- ☐ Meantime during that week City will provide us with any comments on this draft report and we will submit final on January 13th or day after once we have full

feedback from Tenants.

- The City should then provide imminent release of the TRP for this project as to clear occupancy path.
- You have confirmed that no additional information will be required besides the report sheet as we have already provided wide range of information backing up this process for your Department as a record.

Please confirm,

Thanks,

JUAN G. PEREIRA PROJECT MANAGER

From: Gillman, Andrea [mailto:Andrea.Gillman@vancouver.ca]
Sent: Thursday, December 19, 2019 4:26 PM
To: Juan Pereira
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: RE: 1188 Bidwell - meeting

Thanks for your thoughts on this Juan,

I ll give you a call to discuss further, as I ve received your voice mail and have a few follow up questions based on the repeated questions coming in from the tenants, beyond the extension of the deadline as previously noted by Daniel. I believe we have now heard from most of the potential returning tenants either by phone or email at this point, so they would all be aware of the City s position and the City s desire to see a stable tenancy option provided.

Andrea

From: Juan Pereira [mailto:juanp@relianceproperties.ca]
Sent: Thursday, December 19, 2019 4:32 PM
To: 'Naundorf, Daniel'; 'Gillman, Andrea'
Cc: Jonathan Lim; Lynn Luong; Jon Stovell; 'Bond, Abigail'
Subject: RE: 1188 Bidwell - meeting
Importance: High

Daniel,

On the other hand we are getting concerned about clearing our permit for occupancy, so looking at the big picture here if no holds are set from Housing Department based on our outlined advanced action we could relax another week up to Monday January 13th, 2020. Hardcopy Letters were already circulated, we could provide an extension via email distribution.

Going back in time we have been setting deadlines after deadlines and we trust had advanced efficient actions while waiting indefinitely for others to respond.

For the record October 18th sets our formal distribution for First Right of Refusal previously outlined as an intent communication letter circulated in September 1st, 2019.

Thanks,

JUAN G. PEREIRA PROJECT MANAGER

From: Naundorf, Daniel [<mailto:daniel.naundorf@vancouver.ca>]

Sent: Thursday, December 19, 2019 3:10 PM

To: Juan Pereira; Gillman, Andrea

Cc: Jonathan Lim; Lynn Luong; Jon Stovell; Bond, Abigail

Subject: RE: 1188 Bidwell - meeting

We are getting calls from tenants who are very concerned about the limited time they have to consider/ evaluate the additional offer, given the timing of the holidays between now and January 6

The tenants are concerned that Jan 6 is insufficient time for them to evaluate the offer being made at this busy time of year.

Extending this deadline would be helpful to them.

From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]

Sent: Thursday, December 19, 2019 12:23 PM

To: Gillman, Andrea

Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail

Subject: RE: 1188 Bidwell - meeting

Importance: High

Andrea,

We are circulating letters to Tenants now.

Certainly as expressed on our conference call, we feel this whole process requires proper notification from CoV to Tenants.

Constantly obligations/requirements by the Developer are outlined, however this is a City s initiative and having Tenants properly informed is part of the Public commitment (e.g. City s hosted Open Houses to clearly outline City s policies around a project). Instead of a passive/reactive position, Tenants should be outlined of the Developer s obligations at front by the City and we are positive this will be a lot more efficient and successful for all parties.

While City s position is ambiguous and non-consistent with accepted and legally bound TRP via Housing Agreement, there is this figure around of the evil Developer trying to take advantage of the situation; it is certainly frustrating when within our company s vision we are far beyond responding, offering options and superseding obligations; the response comes back in opposite direction having Tenants (City s ultimate objective) frustrated, anxious and certainly armed trying to take advantage of the situation.

All of this without prejudice feeling there is room for improvement as to ensure efficient and successful processes that ultimate are in line of creating more housing options, mutual interest of all parties.

Thanks,

JUAN G. PEREIRA PROJECT MANAGER

305 - 111 WATER STREET
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RELIANCEPROPERTIES.CA

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From: Gillman, Andrea [mailto:Andrea.Gillman@vancouver.ca]
Sent: Wednesday, December 18, 2019 5:14 PM
To: Juan Pereira
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: RE: 1188 Bidwell - meeting

Hi Juan,

We heard from a few of the tenants several weeks ago when they were concerned with the offer put forward to them and questioned if this met the Right of First Refusal as they understood it. Several tenants reached out to Daniel directly at this time.

The City will continue to communicate with tenants as they reach out to us, but do not intend to send a blanket letter to the tenants. I do believe this now gives the tenants a range of options and am confident they will reach out to us with any questions or concerns on their part after receiving the letter. We can reiterate to tenants at this time that this additional offer was the result of discussions between the City and Reliance to fulfil the terms of the TRP.

Thanks.

Andrea

From: Juan Pereira [mailto:juanp@relianceproperties.ca]
Sent: Wednesday, December 18, 2019 3:54 PM
To: Gillman, Andrea
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: RE: 1188 Bidwell - meeting

Andrea,

Appreciate your prompt feedback.

Just wondering if CoV is providing further clarification to the Tenants. As discussed there is no point on us trying to convince Tenants of something that is agreeable by the City if it doesn't come directly from the City. We had outlined in our conference call and in further correspondence this need and conscious of our committed actions and beyond approved TRP offers, the City has important role and action to guarantee success of the process. Please clarify/confirm what your position is and what further/completed actions informing

Tenants are in place.

Meantime we will complete the report and distribute once we hear back from Tenants on their final right of first refusal actions along with correspondence as outlined on your form.

Thanks,

JUAN G. PEREIRA PROJECT MANAGER

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From: Gillman, Andrea [mailto:Andrea.Gillman@vancouver.ca]
Sent: Wednesday, December 18, 2019 3:37 PM
To: Juan Pereira
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: RE: 1188 Bidwell - meeting

Thanks Juan,
This looks to be in alignment with what we've discussed. As for the final Tenant Relocation Report we will need you to complete the form found here.
<https://vancouver.ca/files/cov/tenant-relocation-report-2016.dot>

I believe we have the binder related to the initial tenant relocation which provides a detailed account of all communication between Reliance staff and tenants during the time.
Andrea

From: Juan Pereira [mailto:juanp@relianceproperties.ca]
Sent: Wednesday, December 18, 2019 2:31 PM
To: Gillman, Andrea
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: RE: 1188 Bidwell - meeting
Importance: High

Andrea,

Thanks for your provided feedback.

Attached a zip file with related letters for Tenants that have expressed intent to take the right of first refusal.

We intent to circulate these promptly and we are requesting response by January 6th, 2020 at 5:00pm.

Let us know if you have any further questions/comments.

I trust you can advance any related process in order to clear the final Tenant Relocation Plan for this project; let me know what you expect to see in the report apart from as circulated and we can compile and submit to you.

Thanks,

JUAN G. PEREIRA PROJECT MANAGER

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From: Gillman, Andrea [mailto:Andrea.Gillman@vancouver.ca]
Sent: Monday, December 16, 2019 12:34 PM
To: Juan Pereira
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: RE: 1188 Bidwell - meeting

Hi Juan,

Thanks for providing the detailed summary below. I have read through all the documentation provided and we appreciate that Reliance has put something forward that will provide tenants with the option of a stable tenancy, rather than just a 2 year term.

If you are now able to communicate out these three options to the tenants who have indicated they wish to return to 1188 Bidwell, as you note below, it will be up to the individual tenants to determine how they wish to proceed. This should satisfy the intent of the City's TRP policy as far as right of first refusal. Tenants can make an informed choice as to which option they prefer.

As far as **s.22(1)** is not taking up the offer of right of first refusal, we will leave these agreements between yourselves and the tenant and trust that you are acting in good faith.

If you can provide us with copies of the letters that will communicate out the three options to these tenants, I believe we will have what we need.

It is only the final Tenant Relocation Report that will be required as a next step to clear the Occupancy Hold. I am happy to meet to discuss further if you would like, but am not sure it is necessary at this stage.

Andrea

Andrea Gillman MCIP, RPP

Senior Housing Planner
Affordable Housing Programs
City of Vancouver
T: 604-873-7437

From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]
Sent: Thursday, December 12, 2019 2:17 PM
To: Gillman, Andrea
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: RE: 1188 Bidwell - meeting
Importance: High

Andrea,

We confirm that we are working towards resolving this situation by providing options beyond our original approved TRP in light of finding a positive outcome; however, no matter what we do, this needs to be backed up as reasonable by the City of Vancouver and clearly communicated to the Tenants who unfortunately up to now feel we are finding a way around any stipulated obligation outlined in the TRP, far from our intention.

In this order of ideas we wanted to meet with you to clarify in fact actions and available options per Tenant.

As time is a sensitive matter here, please refer to below summary:

- Please note that **s.22(1)**, originally at **s.22(1)** from 1170 Bidwell signed **s.22(1)** lease at market rent into a relocated suite provided/owned by Reliance Properties Ltd. where the offered limited TRP benefit of *accommodations as available at any of Reliance's portfolio nearby buildings, into an equivalent/similar unit as they were currently renting, for the same rent value during the term equivalent to the building construction* is being extended for two more years (commitment part of the project's TRP made available only if they were moving into the new building □ 1188 Bidwell St).

Refer to signed leased paperwork that includes previously shared second addendum to the lease where is clearly outlined the offered benefit □ limited for two years.

It is in fact rewarding finding out that a Tenant clearly understands our obligation outlined several times in letters and that we are still contributing beyond them to a positive outcome.

- Please refer to attached PDF (5 pages) with options being offered for each of the remaining Tenants. This shows by Tenant the following scenarios:
 - Approved TRP offer relocating into 1188 Bidwell St. Right of first refusal to move back into an equivalent/similar unit in the New Building, upon completion, for the same rent amount (subject to increases as per the RTA) during a two (2) years term.
 - This option requires signing a lease at market rent with a proposed monthly credit for 24 months under a second addendum to the contract as per attached.
 - Further consideration to as discussed in our conference call, we made the

decision to make this available to the Tenants: Match TRP current policies where Tenants have the right of first refusal to move back into 1188 Bidwell with 20% discount off starting market rent. This would be offered for the duration of the Tenancy to eligible Tenant, subject to increases as per RTA. Tenant won't be able to sublease the unit and benefits are exclusively to the eligible Tenant.

As offered to **s.22(1)**, we would allow Tenants to remain on current relocated suites provided/owned by Reliance Properties Ltd. where the offered limited TRP benefit of accommodations as available at any of Reliance's portfolio nearby buildings, into an equivalent /similar unit as they were currently renting, for the same rent value during the term equivalent to the building construction is being extended for two more years.

This option requires signing a lease at market rent with a proposed monthly credit for 24 months with a second addendum to the contract similar to as signed by **s.22(1)**.

- ☐ Note options B and C are beyond as approved in our TRP.
- ☐ Note our approved TRP clearly denotes: *Current offered conditions are deemed to be better due to current rents being low and new building ones are to be significant higher.* Therefore it was disclosed at front the difference between current rent and anticipated market rents. We are facing the fact that Tenants had extremely low rent at the original building on suites offering limited benefits actually non comparable to what the new building offers responding to current market conditions, project budget and feasibility.
- ☐ We appreciate the fact that the City is looking into creating stable tenancies however it would be up to the Tenant to decide their needs; It is our believe that our original offer could be attractive for some Tenants as the needs change in time (e.g. a Tenant might wish to save for 24 months some money at front and be able to get a down payment to get into owning a suite).

None of the proposed options contemplate the fact that a Tenant desires to stay at current relocated suite with current agreement under current discounted rent in perpetuity. Even the RTA has been adjusted after our TRP was approved (restricting fixed lease terms) there is a strong case that our offer is limited to the time of construction of the new building and it is part of their current lease agreement. If Tenant decides to refuse to offered A, B or C options and remain in the suite without action, they will receive a Notice to vacate their current suite; There are not only obligations on the TRP assigned to the Developer and the limitations to the offer are clear since day one. We will understand this position as the Tenant trying to take advantage of the situation and the provided Good Faith action by the Developer on this process and will submit an application for a Dispute Resolution to the Residential Tenancy Branch and process any Tenant's claim through Arbitration. We are positive that we have a fully supported case and certainly would like to safe both parties to go through the tortuous process and achieve a negative outcome after all effort made in this TRP.

In addition, above action by Tenant provides a full disincentive on Developers offering relocation on owned buildings which also is contrary to TRP aspirations and sets a negative precedent for future projects.

As previously stated, it is not in our obligation to convince Tenants that our actions are

consistent and go beyond the TRP, there is an important role to the City to provide the confidence to the Tenants on the fairness of the process. We trust City of Vancouver can do that in light of obtaining a successful TRP that is in all parties interest.

We appreciate your prompt feedback as we will be imminently communicating these options to the Tenants and trust you can comment before we proceed.

Let me know if any questions or if you want to meet as it is ideally preferred,

Thanks,

JUAN G. PEREIRA PROJECT MANAGER

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From: Gillman, Andrea [mailto:Andrea.Gillman@vancouver.ca]
Sent: Wednesday, December 11, 2019 3:00 PM
To: Juan Pereira
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong
Subject: RE: 1188 Bidwell - meeting

Thanks Juan,

I am just heading into meetings now, but appreciate you giving some further thought to what additional options you can provide to the tenants. Further to the 20% discount option, as per current City policy, I want to confirm that this would be offered in perpetuity for the duration of the tenancy, subject to increases as per the RTA. As you know from our conversation on Monday, creating stable tenancies is critical to fulfilling the offer of right of first refusal. Can you also give us an idea of what the current market rents are for the units being held for these folks?

Andrea

From: Juan Pereira [mailto:juanp@relianceproperties.ca]
Sent: Wednesday, December 11, 2019 2:34 PM
To: Gillman, Andrea
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong
Subject: RE: 1188 Bidwell - meeting
Importance: High

Andrea,

Just left a VM to you.

We have the figures with market rents per Tenant in current building locations to compare with our TRP scenario.

From accepted TRP for this project and further to our conversation we will be providing two additional options to the Tenants:

- ☐ Extended benefit of 2 years discounted rent from Market rent at current locations where the Market rents are lower or equivalent to 1188 (with suites larger than 1188).
- ☐ Match TRP current policies where Tenants have the right of first refusal to move back into 1188 Bidwell with 20% discount off starting market rent.

We want to present these options on the case by case basis and the best would be to have a Face to Face.

Can you accommodate a meeting this afternoon around 4:00pm?

Please confirm,

Thanks,

JUAN G. PEREIRA PROJECT MANAGER

From: Gillman, Andrea [mailto:Andrea.Gillman@vancouver.ca]
Sent: Monday, December 9, 2019 3:35 PM
To: Juan Pereira
Cc: Jonathan Lim; Jon Stovell; Naundorf, Daniel; Lynn Luong; queeniel@relianceproperties.ca; Bond, Abigail
Subject: Re: 1188 Bidwell conference call

Apologies we are dialing back in after we lost the call.
Andrea

Sent from my iPhone

On Dec 9, 2019, at 3:14 PM, Juan Pereira <juanp@relianceproperties.ca> wrote:

Andrea,
We are on the conference now waiting for you to join.

Thanks,

|

JUAN G. PEREIRA PROJECT MANAGER

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On Dec 9, 2019, at 3:08 PM, Gillman, Andrea
<Andrea.Gillman@vancouver.ca> wrote:

As per my discussion with Queenie at 3 p.m. this afternoon, we will connect with you shortly.
Thanks.
Andrea

Dial **s.15(1)(l)**, Meeting ID **s.15(1)(l)**, Andrea (Host)
enter PIN **s.15(1)(l)** Attendees enter Access Code
s.15(1)(l)

Please use the following conference call info for those who are not able to attend in person:

Dial: **s.15(1)(l)**

Enter Meeting ID: **s.15(1)(l)**

Andrea (Host) Enter PIN: **s.15(1)(l)**

Attendees Enter Access Code: **s.15(1)(l)**

If your Host has not joined the conference bridge, you will be place on hold until your Host arrives. Once the Host arrives you will be put into the conference.

*******To mute your phone use the Mute Button on your phone**

From: ["Juan Pereira" <juanp@relianceproperties.ca>](mailto:juanp@relianceproperties.ca)
To: ["Gillman, Andrea" <Andrea.Gillman@vancouver.ca>](mailto:Andrea.Gillman@vancouver.ca)
CC: ["Jonathan Lim" <jonathanl@relianceproperties.ca>](mailto:jonathanl@relianceproperties.ca)
["Naundorf, Daniel" <daniel.naundorf@vancouver.ca>](mailto:daniel.naundorf@vancouver.ca)
["Lynn Luong" <lynnl@relianceproperties.ca>](mailto:lynnl@relianceproperties.ca)
["Jon Stovell" <jons@relianceproperties.ca>](mailto:jons@relianceproperties.ca)
["Mauboules, Celine" <celine.mauboules@vancouver.ca>](mailto:celine.mauboules@vancouver.ca)
["Singh, Sandra" <Sandra.Singh@vancouver.ca>](mailto:Sandra.Singh@vancouver.ca)
Date: 2/3/2020 1:58:10 PM
Subject: [EXTERNAL] Re: 1188 Bidwell - update

City of Vancouver Cybersecurity WARNING: This is an external email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Andrea,
Thanks for this.

We wonder if as part of the process of keeping the line of communication open with respect to the **s.22(1)** Tenants the City will be communicating this directly to the them. All our attempts to communicate our TRP compliance actions have been questioned; Unfortunately they keep using the no permit clearance from Housing as a leverage of bad faith from our end damaging our reputation; we need this to stop also to be able to plan for any negotiated outcome.

Please advise,

Thanks,

JUAN G. PEREIRA PROJECT MANAGER

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On Feb 3, 2020, at 1:13 PM, Gillman, Andrea <Andrea.Gillman@vancouver.ca> wrote:

Hi Juan,
Thank you for submitting the final Tenant Relocation Report along with the detailed

correspondence that was included. We have now completed our review of the documents and are able to clear our hold related to the final Tenant Relocation Report. I understand from the Occupancy Clerk, that there are still outstanding holds/requirements to work through prior to permit issuance. As none of the original tenants will be returning to 1188 Bidwell as per the documentation provided, I do hope that you will be able to work out an amicable solution with them regarding their tenancies at s.22(1).

In addition I have reviewed the Insurance requirements outlined in your Housing Agreement and the documents you submitted on January 23rd, and can confirm these are all in order.
Andrea

Andrea Gillman MCIP, RPP
Senior Housing Planner
Affordable Housing Programs
City of Vancouver
T: 604-873-7437

From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]
Sent: Tuesday, January 14, 2020 7:23 PM
To: Gillman, Andrea
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: RE: 1188 Bidwell - update
Importance: High

Andrea,

As discussed yesterday please find attached final TRP report for 1188 Bidwell St, accounting for all updates received from Tenants (shared already with you under separate covers) in relation to our deadline of January 13th, 2020 on Right of First Refusal for moving into 1188 Bidwell St and other given options to the Tenants.

Please confirm to us this suffices your requirement to clear OP as briefly outlined yesterday by you over the phone.

We trust this closes our TRP obligations while we continue proactively to resolve unforeseen conditions that led creating false expectations far beyond our extended TRP offers and options available to Tenants under this Market Rental Project.

Let me know if you have further questions and do not hesitate to call me if any further clarification.

Thanks,



JUAN G. PEREIRA PROJECT MANAGER

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From: "Jon Stovell" <jons@relianceproperties.ca>
To: "Singh, Sandra" <Sandra.Singh@vancouver.ca>
CC: "Gillman, Andrea" <Andrea.Gillman@vancouver.ca>
"Lynn Luong" <lynnl@relianceproperties.ca>
Date: 2/14/2020 6:17:49 PM
Subject: [EXTERNAL] Re: Final agreement draft
Attachments: image001.png

City of Vancouver Cybersecurity WARNING: This is an external email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Sandra

We find the wording acceptable.

We will prepare written offers for Tuesday.

We will do our best to get any Tenants wishing to see 1847 Barclay as soon as possible.

They can email me and I will push it on to the team.

Lynn please advise the Bidwell leasing team that these tenants may show up at the Sales Suite for tours.

Thank you.

Jon Stovell

On Fri, Feb 14, 2020 at 6:10 PM Singh, Sandra <Sandra.Singh@vancouver.ca> wrote:

For review – pls note the changes in red below

CORRECTED AS NOTED

Confidential: 1188 Bidwell: Revised Options for Remaining Tenants

These are offered to the three remaining tenants s.22(1) in recognition of their unique circumstances. In all cases below, the base rent is the rent and there is no rebate structure to be implemented:

- ☐ Reliance will issue a formal offer based on the information below on Tuesday, February 18, 2020.
- ☐ Tenants must notify Reliance by February 25, 2020 of their intended Option.
- ☐ Tenants will be offered an opportunity to view suites offered at Barclay by Feb 24 at the latest. Bidwell units are not available to view by any tenants, but Reliance will provide information about the units and tenants are encouraged to see the sales unit suite at 1188 Bidwell, open Tues to Sat. To arrange a viewing of a Barclay suite, tenants should email jons@relianceproperties.ca.

Options

1. s.22(1): Tenants stay at s.22(1) under current rents, subject to allowable increases under the RTA.

☐ This option enables tenant to stay at s.22(1) at their current rent, subject to allowable increases under the RTA.

☐ This option provides stability to any tenants who wish to remain at s.22(1) and removes any doubt around their current tenancy and any need for the tenants to take to the RTB for a ruling as has been suggested as a possible course of action by the tenants.

☐ Rent includes heat and hot water

2. 1188 Bidwell: 33% discount off of **market unit rent, subject to allowable increases under the RTA (all 1 bedroom; no studios in building)**

☐ Units available within Bidwell vary in terms of base rent, but the three lowest rent units will be held for consideration:

i. Unit **s.22(1)**: **market** \$2230 – this offer: \$1494

ii. Unit **s.22(1)**: **market** \$2280 – this offer: \$1528

iii. Unit **s.22(1)**: **market** \$2330 – this offer: \$1561

☐ Units are available on a first come basis.

☐ Rents do not include heat and hot water.

3. 1847 Barclay (West End): Same type of unit at current **s.22(1) rents, subject to allowable increases under the RTA.**

☐ This option creates an opportunity for tenants who wish to move back into the West End but if Bidwell is not feasible

☐ There are currently 2 units available; units are available on a first come basis.

☐ If there is no available unit at Barclay at time of offer – and the tenant selects this option – Reliance will offer the same arrangement for a unit at Barclay at next unit turnover, subject to allowable RTA increases.

☐ Tenants may remain at **s.22(1)** under conditions of Option 1 until another Barclay unit comes up under this Option.

☐ Tenants would be able to move into a Barclay unit at the same rent they are paying at **s.22(1)** at the time of the offer, subject to allowable increases under the RTA.

☐ Rent includes heat and hot water.

CITY AGREEMENT

☐ Staff will update Council that this offer will occur and that staff takes the position that the offer is a reasonable resolution to the disagreement related to TRP implementation and spirit of the TRP and Housing Agreement has now been met.

☐ This position will be the case even if the tenants do not accept the offer and the City will make no further request for the offer to change.

☐ Staff will inform the Tenants of the pending offer and advise the Tenants that that it is the opinion of staff that the spirit of the TRP and Housing Agreement has now been met.

☐ Staff will send a formal letter to Reliance as a follow up to the previous letter thanking Reliance for responding to the concerns of the Tenants and the City and that the spirit of the Housing Agreement has now been met. This letter will be cc:ed to Mayor and Council.

☐ If requested by Reliance, the City will issue a public statement confirming the above.

☐ The City acknowledges that this is a response to the unique situation of these three tenants and the City will not request of Reliance to make any further accommodation to any other past Tenants of 1170 (1188) Bidwell. Nor will the City assert to any party that the spirit of the TRP and Housing Agreement is not met with respect to any other previous Tenants of 1170 (1188) Bidwell.

Sandra



JON STOVELL PRESIDENT

305 - 111 WATER STREET
VANCOUVER, BC CANADA V6B 1A7
D [604 694 8896](tel:6046948896) F [604 683 6719](tel:6046836719)
RELIANCEPROPERTIES.CA

From: "Jon Stovell" <jons@relianceproperties.ca>
To: "Singh, Sandra" <Sandra.Singh@vancouver.ca>
CC: "Gillman, Andrea" <Andrea.Gillman@vancouver.ca>
Date: 2/14/2020 12:29:42 PM
Subject: [EXTERNAL] Re: Reliance revised options for TRP implementation

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Our emails crossed.

On Fri, Feb 14, 2020 at 11:59 AM Singh, Sandra <Sandra.Singh@vancouver.ca> wrote:

Hi Jon,

In anticipation of hearing from you today, I am working with the team on clarifying the revised options you are considering. Based on our discussion, below is what I understand.

Can you pls see below to ensure I am capturing what we have discussed. Highlights mean we are still awaiting confirmation from you.

1188 Bidwell: Revised Options for Remaining Tenants

These are offered to the three remaining tenants s.22(1) in recognition of their unique circumstances. In all cases below, the base rent is the rent and there is no rebate structure to be implemented.

1. s.22(1) : Tenants stay at s.22(1) under current rents, subject to allowable increases under the RTA.

☐ This option enables tenant to stay at s.22(1) at their current rent,

subject to allowable increases under the RTA.

☐ This option provides stability to any tenants who wish to remain at s.22(1), and removes any doubt around their current tenancy and any need for the tenants to take to the RTB for a ruling as has been suggested as a possible course of action by the tenants.

2. 1188 Bidwell: 35-40% discount off of average starting rent of \$2,230

☐ This will enable tenants to return to 1188 Bidwell within \$80-100 /month of their existing rent at s.22(1)

☐ Average market rent is \$2,230 (one initial suite was offered at \$2,150)

3. Other West End: Same type of unit at current s.22(1) rents, subject to allowable increases under the RTA.

☐ This option creates an opportunity for tenants who wish to move back into the West End but if Bidwell is not feasible

☐ For a period of 2 years, or a minimum of 3 vacancies for the same type unit, tenants will be notified of vacancies in other Reliance owned buildings in the West End.

☐ Tenants may remain at s.22(1) under conditions of Option 1 until they accept an offer at another West End property under this Option.

☐ Tenants would be able to move into one of these units at the same rent they are paying at s.22(1) at the time of the offer, subject to allowable increases under the RTA.

☐ Should tenants not be notified of a minimum of 3 vacancies in the 2 year period, this time frame will be extended until 3 vacancies are offered.

☐ If none of the 3 vacancies are accepted, the tenants may remain at s.22(1) as per Option 1.

☐ Reliance will seek to include the first of the three vacancy options in

their initial offer of options.

Thanks ` looking forward to your review and confirmation of some of the details in Option 2.

Sandra

Sandra Singh | General Manager

Arts, Culture & Community Services

604.871.6858 | sandra.singh@vancouver.ca

Pronouns: she, her, hers

Assistant: Sarah Pickstone

Phone: (604) 873-7408

E-mail: sarah.pickstone@vancouver.ca

The City of Vancouver acknowledges the unceded homelands of the xʷməθdōˀr̓əm (Musqueam), M̓p̓q̓wú 7mesh (Squamish), and M̓et̓Áet̓wítulh (Tsleil-Waututh) Nation.





JON STOVELL PRESIDENT

305 - 111 WATER STREET
ANCOUVER, BC CANADA V6B 1A7
D [604 694 8896](tel:6046948896) F [604 683 6719](tel:6046836719)
RELIANCEPROPERTIES.CA

From: ["Singh, Sandra" <Sandra.Singh@vancouver.ca>](mailto:Sandra.Singh@vancouver.ca)
To: ["Gillman, Andrea" <Andrea.Gillman@vancouver.ca>](mailto:Andrea.Gillman@vancouver.ca)
["Naundorf, Daniel" <daniel.naundorf@vancouver.ca>](mailto:daniel.naundorf@vancouver.ca)
Date: 2/3/2020 9:14:38 PM
Subject: FW: [EXTERNAL] Fwd: FW: 1188 Bidwell - update
Attachments: image001.png
image001 (1).png

For our correspondence files

From: Jon Stovell [mailto:jons@relianceproperties.ca]
Sent: Thursday, January 30, 2020 1:04 PM
To: Singh, Sandra; Johnston, Sadhu
Subject: Fwd: FW: 1188 Bidwell - update

Hi Sandra / Sadhu

FYI below.

The latest communication to staff.

They have our full final TRP report.

We feel the 20% offer more than compensates.

Example.

Rent say \$2500 (new building) - 1000 (old rent) = 1500 x 24
month = 36,000

20% Discount = 2500 x 20% = \$500

\$36,000 / \$500 = 72 Months.

So it is an equivalent benefit if they stay for 6 years.

And they will stay because it is discounted.

If they stay 10 years it is a \$60,000 benefit plus the discount they have already received at **s.22(1)** = \$32,000

Total \$92,000.

Please clear our TRP Occupancy hold for 108 new units already renting up and people ready to move in.

----- Forwarded message -----

From: **Juan Pereira** <juanp@relianceproperties.ca>

Date: Wed, Jan 29, 2020 at 6:29 PM

Subject: FW: 1188 Bidwell - update

To: Lynn Luong <lynnl@relianceproperties.ca>, Claire Immega <CImmega@singleton.com>

Cc: Jon Stovell <jons@relianceproperties.ca>, Jonathan Lim

<Jonathanl@relianceproperties.ca>

FYI



JUAN G. PEREIRA PROJECT MANAGER

From: Juan Pereira [mailto:juanp@relianceproperties.ca]

Sent: Wednesday, January 29, 2020 6:11 PM

To: 'Gillman, Andrea'

Cc: 'Jon Stovell'; Jonathan Lim

Subject: RE: 1188 Bidwell - update

Importance: High

Andrea,

To answer your email 2/2:

We are currently evaluating options but certainly puzzled by the intransigent attitude and the massive campaign against us when Tenants don't seem to understand the basics of any Tenant Relocation Plan; they are currently requesting something never envisioned in our accepted TRP.

Tenancy at **s.22(1)** was mutually agreed to be a temporary relocation strategy for which we provided a consistent option for Tenants wanting to stay (which certainly was accepted by some). Likely we will be contacting Tenants through our legal counsel outlining our view on how we think there is a breach on their end on the temporary basis of the agreement; This eventually translates in a dispute/negotiation case where we have no estimate on the final outcome at this time.

This unilateral position of leaving the situation as for the Developer to address while discrediting campaigns take place, provide us with a huge frustration on an initiative that is being proved for failure.

Whether there might have been any misrepresentation on the proposed TRP where we could have never committed to discounted rents in perpetuity under a **Market Rental Housing** Project scenario, we went back to the Tenants offering them current TRP standards of 20% discount below Market Rent to either move back into 1188 Bidwell St or staying at **s.22(1)** going above and beyond our TRP obligations.

At this point we are positive we have fulfilled our TRP commitment that should release any hold by Housing Department for our Occupancy Permit; same way that shouldn't hold numerous Tenants with Tenancy Agreements already signed to move into **1188 Bidwell building** which is an end result of a City Housing Initiative to deliver **Market Rental Housing** within the West End Community Plan. Meaning we are in need of delivering **1188 Bidwell building**; with Dry Run passed today and based on the our Final Inspection scheduled for next week, please confirm status of our TRP report and permit release.

Thanks,



JUAN G. PEREIRA PROJECT MANAGER

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From: Gillman, Andrea [<mailto:Andrea.Gillman@vancouver.ca>]

Sent: Wednesday, January 29, 2020 4:34 PM

To: Juan Pereira
Subject: RE: 1188 Bidwell - update

Hi Juan,
One additional question I had intended to add into the email below is with respect to the tenancies at s.22(1) [REDACTED]. Has Reliance yet determined what they intend to put forward to the tenants in an effort to resolve the situation?
Thanks.
Andrea

From: Gillman, Andrea [<mailto:Andrea.Gillman@vancouver.ca>]
Sent: Wednesday, January 29, 2020 4:50 PM
To: Juan Pereira
Subject: RE: [EXTERNAL] RE: 1188 Bidwell - update

Great thank you Juan for the quick response on this.
Andrea

From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]
Sent: Wednesday, January 29, 2020 4:43 PM
To: Gillman, Andrea
Subject: [EXTERNAL] RE: 1188 Bidwell - update

City of Vancouver Cybersecurity WARNING: This is an external email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Andrea,
Attached should answer you email 1/2
Thanks,



JUAN G. PEREIRA PROJECT MANAGER

From: Gillman, Andrea
Sent: Wednesday, January 29, 2020 3:59 PM
To: 'Juan Pereira'
Subject: RE: 1188 Bidwell - update

Hi Juan,
I have a quick clarifying questions on the TRP report. Under unit s.22(1) [REDACTED], it looks like his rent was \$1,091, but under the Tenant Relocation summary, he was given \$1998 which is not quite a full 2 months' rent.
Are you able to comment on why the minor discrepancy?
Thanks.

Andrea

From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]
Sent: Tuesday, January 14, 2020 7:23 PM
To: Gillman, Andrea
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: RE: 1188 Bidwell - update
Importance: High

Andrea,

As discussed yesterday please find attached final TRP report for 1188 Bidwell St, accounting for all updates received from Tenants (shared already with you under separate covers) in relation to our deadline of January 13th, 2020 on Right of First Refusal for moving into 1188 Bidwell St and other given options to the Tenants.

Please confirm to us this suffices your requirement to clear OP as briefly outlined yesterday by you over the phone.

We trust this closes our TRP obligations while we continue proactively to resolve unforeseen conditions that led creating false expectations far beyond our extended TRP offers and options available to Tenants under this Market Rental Project.

Let me know if you have further questions and do not hesitate to call me if any further clarification.

Thanks,



JUAN G. PEREIRA PROJECT MANAGER

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From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]
Sent: Friday, January 10, 2020 6:29 PM
To: 'Gillman, Andrea'
Cc: 'Jonathan Lim'; 'Naundorf, Daniel'; 'Lynn Luong'; 'Jon Stovell'; 'Bond, Abigail'
Subject: RE: 1188 Bidwell - update
Importance: High

Andrea,

Week is gone and was positively expecting to hear from you.

As an update, one Tenant in one of our buildings s.22(1) went for option C with signed agreement in place.

Option C: Remain at current units owned by Reliance Properties at old rent-rate for two additional years. Summarized as follows:

- Sign a new tenancy agreement at market rent
- Like Option A, tenants are obligated to pay the new rate, however for two years, Reliance will pay the difference between the old rate and new rate in the form of a monthly cheque sent to each tenant.
- Rates are subject to annual increases allowed under the Residential Tenancy Act

For the other Tenants, a reminder was sent today outlining as follows:

This correspondence serves as a reminder that Reliance requires your decision as to which of the below options you will select by 5:00PM on Monday, January 13, 2020; at which time the offers will expire. You are also free to decline Reliance's offers, which will end Reliance's obligations with respect to your future accommodation. Please kindly note that staying at current relocated suites at discounted rent in perpetuity is not an option available to tenants.

Once again and in light of any further clarification required we summarize options as follows:

Option A: Move into the newly built 1188 Bidwell at old rent-rate for two years

- Tenants sign a new agreement at current market rates. By signing a new agreement at market rent, tenants are protected if that rate jumps after two years.
- Tenants are obligated to pay the new rate, however for two years, Reliance will pay the difference between the old rate and new rate in the form of post-dated monthly cheques sent in advance to each tenant.
- Rates are subject to annual increases allowed under the Residential Tenancy Act

Option B: Move into newly built 1188 Bidwell at a 20% discount for the life of the tenancy

- Outside the approved Tenant Relocation Plan, Reliance has extended to eligible tenants the opportunity to move into 1188 Bidwell at 20% below market rent for the life of the tenancy.
- Subletting will not be permitted under this offer.
- Rates are subject to annual increases allowed under the Residential Tenancy Act

Option C: Remain at current units owned by Reliance Properties at old rent-rate for two additional years. This is like Option A but at different building(s)

- Sign a new tenancy agreement at market rent
- Like Option A, tenants are obligated to pay the new rate, however for two years, Reliance will pay the difference between the old rate and new rate in the form of a monthly cheque sent to each tenant.
- Rates are subject to annual increases allowed under the Residential Tenancy Act

If we don't formally hear from you as individual Tenant we will consider you to have declined

*these offers.
We look forward to hearing from you.*

Once again we expect to receive your feedback in terms of the draft report which will be sent as final on Tuesday January 14th, 2020. Will remain communicating back and forth with Tenants as needed

Thanks,



JUAN G. PEREIRA PROJECT MANAGER

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From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]
Sent: Wednesday, January 8, 2020 3:57 PM
To: 'Gillman, Andrea'
Cc: 'Jonathan Lim'; 'Naundorf, Daniel'; 'Lynn Luong'; 'Jon Stovell'; 'Bond, Abigail'
Subject: RE: 1188 Bidwell - meeting

Hi Andrea,

Following up on this and whether you had the chance to review draft report.

Also, we would like to understand if any further back and forth has taken place with Tenants as to confirm from your end our actions are consistent with TRP aspirations and how far we have gone in terms of original approved TRP. We strive the importance on having the City to clarify our obligations and compliance with TRP.

Please advise,

Thanks,



JUAN G. PEREIRA PROJECT MANAGER

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From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]
Sent: Monday, January 6, 2020 5:55 PM
To: 'Gillman, Andrea'
Cc: Jonathan Lim; 'Naundorf, Daniel'; Lynn Luong; Jon Stovell; 'Bond, Abigail'
Subject: RE: 1188 Bidwell - meeting
Importance: High

Hi Andrea,

Best in 2020!

As per our conversation back in December 19th, 2019 and as outlined in our summary, please find attached our Draft of the Tenant Relocation Report as of now for your review and comments.

At this point we haven't heard back any final direction from our offer and options to Tenants circulated via hardcopy and email (with extended timeline up to January 13th, 2020 at 5:00pm) apart from a back and forth with s.22(1) at 1170 Bidwell St.) expressing concerns on the timeline, attached for your reference.

We are available to provide any further information and also to respond to Tenant enquiries as they come within this week.

Please let us know your feedback on the draft and we look forward to submitting final document once we received related confirmation.

Thanks,



JUAN G. PEREIRA PROJECT MANAGER

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From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]
Sent: Thursday, December 19, 2019 6:18 PM
To: Gillman, Andrea
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: Re: 1188 Bidwell - meeting

Andrea,

Thanks,
To add to your last note not included in my summary:

- 4/5 TRP Tenants have units that are below the building average. These units are listed to them for under \$4/SF, while average rent per SF in the building is \$4.60/SF

. Competing buildings such as Westbank's Pendrell and Larco's English Bay Residence is renting for higher rates. These buildings have higher rents per SF than what is being offered here and this info can be shared as needed.

- Also our rental chart shows the lower rents being offered to each relocated tenant (with exception of first rented suite that in our Market campaign was discounted).

Thanks,

JUAN G. PEREIRA PROJECT MANAGER

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On Dec 19, 2019, at 5:59 PM, Gillman, Andrea <Andrea.Gillman@vancouver.ca> wrote:

Hi Juan,
Thanks for the summary below that is an accurate description of our conversation this afternoon. Again I am sure tenants will appreciate the extended timeline given how busy things can be at this time of the year. I just want to be clear we will be able to release the

Housing hold upon review and acceptance of the final TRP report but there is potential that other holds will remain.

I will also note that as discussed tenants have commented to us that the full rent offered to them at Bidwell in some instances appears to be higher than like units. You have offered to share a rent sheet with tenants should they raise this issue with you.

Andrea

From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]

Sent: Thursday, December 19, 2019 5:26 PM

To: Gillman, Andrea

Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail

Subject: RE: 1188 Bidwell - meeting

Andrea,

As discussed in our conversation:

- Hardcopies of the letters for RFR have been already distributed to Tenants with deadline January 6th, 2020
- We will distribute tomorrow via email digital copies of the letters and outline and additional extension up to January 13th, 2020 5:00pm.
- We will distribute back to you the Draft of the Tenant Relocation Report with any pending information (confirmation by Tenants on their RFR) on January 6th, 2020 for your review/comments.
- Meantime during that week City will provide us with any comments on this draft report and we will submit final on January 13th or day after once we have full feedback from Tenants.
- The City should then provide imminent release of the TRP for this project as to clear occupancy path.
- You have confirmed that no additional information will be required besides the report sheet as we have already provided wide range of information backing up this process for your Department as a record.

Please confirm,

Thanks,

<image001.png>

JUAN G. PEREIRA PROJECT MANAGER

From: Gillman, Andrea [mailto:Andrea.Gillman@vancouver.ca]
Sent: Thursday, December 19, 2019 4:26 PM
To: Juan Pereira
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: RE: 1188 Bidwell - meeting

Thanks for your thoughts on this Juan,
I'll give you a call to discuss further, as I've received your voice mail and have a few follow up questions based on the repeated questions coming in from the tenants, beyond the extension of the deadline as previously noted by Daniel. I believe we have now heard from most of the potential returning tenants either by phone or email at this point, so they would all be aware of the City's position and the City's desire to see a stable tenancy option provided.

Andrea

From: Juan Pereira [mailto:juanp@relianceproperties.ca]
Sent: Thursday, December 19, 2019 4:32 PM
To: 'Naundorf, Daniel'; 'Gillman, Andrea'
Cc: Jonathan Lim; Lynn Luong; Jon Stovell; 'Bond, Abigail'
Subject: RE: 1188 Bidwell - meeting
Importance: High

Daniel,
On the other hand we are getting concerned about clearing our permit for occupancy, so looking at the big picture here if no holds are set from Housing Department based on our outlined advanced action we could relax another week up to Monday January 13th, 2020. Hardcopy Letters were already circulated, we could provide an extension via email distribution.
Going back in time we have been setting deadlines after deadlines and we trust had advanced efficient actions while waiting indefinitely for others to respond.
For the record October 18th sets our formal distribution for First Right of Refusal previously outlined as an intent communication letter circulated in September 1st, 2019.

Thanks,

<image001.png>

JUAN G. PEREIRA PROJECT MANAGER

From: Naundorf, Daniel [mailto:daniel.naundorf@vancouver.ca]
Sent: Thursday, December 19, 2019 3:10 PM
To: Juan Pereira; Gillman, Andrea
Cc: Jonathan Lim; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: RE: 1188 Bidwell - meeting

We are getting calls from tenants who are very concerned about the limited time they

have to consider/ evaluate the additional offer, given the timing of the holidays between now and January 6

The tenants are concerned that Jan 6 is insufficient time for them to evaluate the offer being made at this busy time of year.

Extending this deadline would be helpful to them.

From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]

Sent: Thursday, December 19, 2019 12:23 PM

To: Gillman, Andrea

Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail

Subject: RE: 1188 Bidwell - meeting

Importance: High

Andrea,

We are circulating letters to Tenants now.

Certainly as expressed on our conference call, we feel this whole process requires proper notification from CoV to Tenants.

Constantly obligations/requirements by the Developer are outlined, however this is a City's initiative and having Tenants properly informed is part of the Public commitment (e.g. City's hosted Open Houses to clearly outline City's policies around a project). Instead of a passive/reactive position, Tenants should be outlined of the Developer's obligations at front by the City and we are positive this will be a lot more efficient and successful for all parties.

While City's position is ambiguous and non-consistent with accepted and legally bound TRP via Housing Agreement, there is this figure around of the "evil Developer" trying to take advantage of the situation; it is certainly frustrating when within our company's vision we are far beyond responding, offering options and superseding obligations; the response comes back in opposite direction having Tenants (City's ultimate objective) frustrated, anxious and certainly armed trying to take advantage of the situation.

All of this without prejudice feeling there is room for improvement as to ensure efficient and successful processes that ultimate are in line of creating more housing options, mutual interest of all parties.

Thanks,

<image001.png>

JUAN G. PEREIRA PROJECT MANAGER

305 - 111 WATER STREET

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From: Gillman, Andrea [mailto:Andrea.Gillman@vancouver.ca]
Sent: Wednesday, December 18, 2019 5:14 PM
To: Juan Pereira
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: RE: 1188 Bidwell - meeting

Hi Juan,

We heard from a few of the tenants several weeks ago when they were concerned with the offer put forward to them and questioned if this met the Right of First Refusal as they understood it. Several tenants reached out to Daniel directly at this time.

The City will continue to communicate with tenants as they reach out to us, but do not intend to send a blanket letter to the tenants. I do believe this now gives the tenants a range of options and am confident they will reach out to us with any questions or concerns on their part after receiving the letter. We can reiterate to tenants at this time that this additional offer was the result of discussions between the City and Reliance to fulfil the terms of the TRP.

Thanks.

Andrea

From: Juan Pereira [mailto:juanp@relianceproperties.ca]
Sent: Wednesday, December 18, 2019 3:54 PM
To: Gillman, Andrea
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: RE: 1188 Bidwell - meeting

Andrea,

Appreciate your prompt feedback.

Just wondering if CoV is providing further clarification to the Tenants. As discussed there is no point on us trying to convince Tenants of something that is agreeable by the City if it doesn't come directly from the City. We had outlined in our conference call and in further correspondence this need and conscious of our committed actions and beyond approved TRP offers, the City has important role and action to guarantee success of the process. Please clarify/confirm what your position is and what further/completed actions informing Tenants are in place.

Meantime we will complete the report and distribute once we hear back from Tenants on their final right of first refusal actions along with correspondence as outlined on your

form.

Thanks,

<image001.png>

JUAN G. PEREIRA PROJECT MANAGER

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From: Gillman, Andrea [mailto:Andrea.Gillman@vancouver.ca]
Sent: Wednesday, December 18, 2019 3:37 PM
To: Juan Pereira
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: RE: 1188 Bidwell - meeting

Thanks Juan,

This looks to be in alignment with what we've discussed. As for the final Tenant Relocation Report we will need you to complete the form found here.

<https://vancouver.ca/files/cov/tenant-relocation-report-2016.dot>

I believe we have the binder related to the initial tenant relocation which provides a detailed account of all communication between Reliance staff and tenants during the time.

Andrea

From: Juan Pereira [mailto:juanp@relianceproperties.ca]
Sent: Wednesday, December 18, 2019 2:31 PM
To: Gillman, Andrea
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: RE: 1188 Bidwell - meeting
Importance: High

Andrea,

Thanks for your provided feedback.

Attached a zip file with related letters for Tenants that have expressed intent to take the right of first refusal.

We intent to circulate these promptly and we are requesting response by January 6th, 2020 at 5:00pm.

Let us know if you have any further questions/comments.

I trust you can advance any related process in order to clear the final Tenant Relocation Plan for this project; let me know what you expect to see in the report apart from as circulated and we can compile and submit to you.

Thanks,

<image001.png>

JUAN G. PEREIRA PROJECT MANAGER

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From: Gillman, Andrea [mailto:Andrea.Gillman@vancouver.ca]

Sent: Monday, December 16, 2019 12:34 PM

To: Juan Pereira

Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail

Subject: RE: 1188 Bidwell - meeting

Hi Juan,

Thanks for providing the detailed summary below. I have read through all the documentation provided and we appreciate that Reliance has put something forward that will provide tenants with the option of a stable tenancy, rather than just a 2 year term.

If you are now able to communicate out these three options to the tenants who have indicated they wish to return to 1188 Bidwell, as you note below, it will be up to the individual tenants to determine how they wish to proceed. This should satisfy the intent of the City's TRP policy as far as right of first refusal. Tenants can make an informed choice as to which option they prefer.

As far as **s.22(1)** is not taking up the offer of right of first refusal, we will leave these agreements between yourselves and the tenant and trust that you are acting in good faith.

If you can provide us with copies of the letters that will communicate out the three options to these tenants, I believe we will have what we need.

It is only the final Tenant Relocation Report that will be required as a next step to clear the Occupancy Hold. I am happy to meet to discuss further if you would like, but am not

sure it is necessary at this stage.
Andrea

Andrea Gillman MCIP, RPP
Senior Housing Planner
Affordable Housing Programs
City of Vancouver
T: 604-873-7437

From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]
Sent: Thursday, December 12, 2019 2:17 PM
To: Gillman, Andrea
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong; Jon Stovell; Bond, Abigail
Subject: RE: 1188 Bidwell - meeting
Importance: High

Andrea,

We confirm that we are working towards resolving this situation by providing options beyond our original approved TRP in light of finding a positive outcome; however, no matter what we do, this needs to be backed up as reasonable by the City of Vancouver and clearly communicated to the Tenants who unfortunately up to now feel we are finding a way around any stipulated obligation outlined in the TRP, far from our intention.

In this order of ideas we wanted to meet with you to clarify in fact actions and available options per Tenant.

As time is a sensitive matter here, please refer to below summary:

☐ Please note that s.22(1) originally at s.22(1) from 1170 Bidwell signed s.22(1) lease at market rent into a relocated suite provided/owned by Reliance Properties Ltd. where the offered limited TRP benefit of *accommodations as available at any of Reliance's portfolio nearby buildings, into an equivalent/similar unit as they were currently renting, for the same rent value during the term equivalent to the building construction* is being extended for two more years (commitment part of the project's TRP made available only if they were moving into the new building – 1188 Bidwell St).

Refer to signed leased paperwork that includes previously shared second addendum to the lease where is clearly outlined the offered benefit – limited for two years.

It is in fact rewarding finding out that a Tenant clearly understands our obligation outlined several times in letters and that we are still contributing beyond them to a positive outcome.

☐ Please refer to attached PDF (5 pages) with options being offered for each of the

remaining Tenants. This shows by Tenant the following scenarios:

Approved TRP offer relocating into 1188 Bidwell St. Right of first refusal to move back into an equivalent/similar unit in the New Building, upon completion, for the same rent amount (subject to increases as per the RTA) during a two (2) years term.

This option requires signing a lease at market rent with a proposed monthly credit for 24 months under a second addendum to the contract as per attached.

Further consideration to as discussed in our conference call, we made the decision to make this available to the Tenants: Match TRP current policies where Tenants have the right of first refusal to move back into 1188 Bidwell with 20% discount off starting market rent. This would be offered for the duration of the Tenancy to eligible Tenant, subject to increases as per RTA. Tenant won't be able to sublease the unit and benefits are exclusively to the eligible Tenant.

As offered to s.22(1), we would allow Tenants to remain on current relocated suites provided/owned by Reliance Properties Ltd. where the offered limited TRP benefit of accommodations as available at any of Reliance's portfolio nearby buildings, into an equivalent /similar unit as they were currently renting, for the same rent value during the term equivalent to the building construction is being extended for two more years.

This option requires signing a lease at market rent with a proposed monthly credit for 24 months with a second addendum to the contract similar to as signed by s.22(1).

☐ Note options B and C are beyond as approved in our TRP.

☐ Note our approved TRP clearly denotes: *Current offered conditions are deemed to be better due to current rents being low and new building ones are to be significant higher.* Therefore it was disclosed at front the difference between current rent and anticipated market rents. We are facing the fact that Tenants had extremely low rent at the original building on suites offering limited benefits actually non comparable to what the new building offers responding to current market conditions, project budget and feasibility.

☐ We appreciate the fact that the City is looking into creating stable tenancies however it would be up to the Tenant to decide their needs; It is our believe that our original offer could be attractive for some Tenants as the needs change in time (e.g. a Tenant might wish to save for 24 months some money at front and be able to get a down payment to get into owning a suite).

None of the proposed options contemplate the fact that a Tenant desires to stay at current relocated suite with current agreement under current discounted rent in perpetuity. Even the RTA has been adjusted after our TRP was approved (restricting fixed lease terms) there is a strong case that our offer is limited to the time of construction of the new building and it is part of their current lease agreement. If Tenant decides to refuse to offered A, B or C options and remain in the suite without action, they will receive a Notice to vacate their current suite; There are not only obligations on the TRP assigned to the Developer and the limitations to the offer are clear since day one. We will understand this position as the Tenant trying to take advantage of the situation and the provided Good Faith action by the Developer on this process and will submit an application for a Dispute Resolution to the Residential Tenancy Branch and process any Tenant's claim through Arbitration. We are positive that we have a fully supported case and certainly would like to safe both parties to go through the tortuous process and achieve a negative outcome after all effort made in this TRP. In addition, above action by Tenant provides a full disincentive on Developers offering relocation on owned buildings which also is contrary to TRP aspirations and sets a negative precedent for future projects.

As previously stated, it is not in our obligation to convince Tenants that our actions are consistent and go beyond the TRP, there is an important role to the City to provide the confidence to the Tenants on the fairness of the process. We trust City of Vancouver can do that in light of obtaining a successful TRP that is in all parties interest.

We appreciate your prompt feedback as we will be imminently communicating these options to the Tenants and trust you can comment before we proceed.

Let me know if any questions or if you want to meet as it is ideally preferred,

Thanks,

<image001.png>

JUAN G. PEREIRA PROJECT MANAGER

305 - 111 WATER STREET
VANCOUVER, BC CANADA V6B 1A7
D 604 694 8680 F 604 683 6719
RELIANCEPROPERTIES.CA

E & O E: All information contained herein is from sources we deem reliable; however, no guarantee or responsibility is assumed thereof, and it shall not form any part of future contracts. Properties are submitted subject to errors and omissions and all information should be carefully verified. All measurements quoted herein are approximate.

From: Gillman, Andrea [mailto:Andrea.Gillman@vancouver.ca]
Sent: Wednesday, December 11, 2019 3:00 PM

To: Juan Pereira
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong
Subject: RE: 1188 Bidwell - meeting

Thanks Juan,

I am just heading into meetings now, but appreciate you giving some further thought to what additional options you can provide to the tenants. Further to the 20% discount option, as per current City policy, I want to confirm that this would be offered in perpetuity for the duration of the tenancy, subject to increases as per the RTA. As you know from our conversation on Monday, creating stable tenancies is critical to fulfilling the offer of right of first refusal. Can you also give us an idea of what the current market rents are for the units being held for these folks?

Andrea

From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]
Sent: Wednesday, December 11, 2019 2:34 PM
To: Gillman, Andrea
Cc: Jonathan Lim; Naundorf, Daniel; Lynn Luong
Subject: RE: 1188 Bidwell - meeting
Importance: High

Andrea,

Just left a VM to you.

We have the figures with market rents per Tenant in current building locations to compare with our TRP scenario.

From accepted TRP for this project and further to our conversation we will be providing two additional options to the Tenants:

- Extended benefit of 2 years discounted rent from Market rent at current locations where the Market rents are lower or equivalent to 1188 (with suites larger than 1188).
- Match TRP current policies where Tenants have the right of first refusal to move back into 1188 Bidwell with 20% discount off starting market rent.

We want to present these options on the case by case basis and the best would be to have a Face to Face.

Can you accommodate a meeting this afternoon around 4:00pm?

Please confirm,

Thanks,

<image001.png>

JUAN G. PEREIRA PROJECT MANAGER

From: Gillman, Andrea [mailto:Andrea.Gillman@vancouver.ca]
Sent: Monday, December 9, 2019 3:35 PM
To: Juan Pereira
Cc: Jonathan Lim; Jon Stovell; Naundorf, Daniel; Lynn Luong;
queeniel@relianceproperties.ca; Bond, Abigail
Subject: Re: 1188 Bidwell conference call

Apologies we are dialing back in after we lost the call,
Andrea

Sent from my iPhone

On Dec 9, 2019, at 3:14 PM, Juan Pereira <juanp@relianceproperties.ca> wrote:

Andrea,
We are on the conference now waiting for you to join.

Thanks,

<image002.jpg>

JUAN G. PEREIRA PROJECT MANAGER

305 - 111 WATER STREET
VANCOUVER, BC CANADA V6B 1A7
D 604 694 8680 F 604 683 6719
RELIANCEPROPERTIES.CA

E & O E: All information contained herein is from sources we deem reliable; however, no guarantee or responsibility is assumed thereof, and it shall not form any part of future contracts. Properties are submitted subject to errors and omissions and all information should be carefully verified. All measurements quoted herein are approximate.

On Dec 9, 2019, at 3:08 PM, Gillman, Andrea
<Andrea.Gillman@vancouver.ca> wrote:

As per my discussion with Queenie at 3 p.m. this
afternoon, we will connect with you shortly.
Thanks.
Andrea

*Dial s.15(1)(l) 2, Meeting ID s.15(1)(l) #, Andrea
(Host) enter PIN s.15(1)(l) , Attendees enter Access
Code s.15(1)(l)*

Please use the following conference call info for those who are not able to attend in person:

Dial: s.15(1)(l)

Enter Meeting ID: s.15(1)(l)

Andrea (Host) Enter PIN: s.15(1)(l)

Attendees Enter Access Code: s.15(1)(l)

If your Host has not joined the conference bridge, you will be place on hold until your Host arrives. Once the Host arrives you will be put into the conference.

*****To mute your phone use the Mute Button on your phone

<mime-attachment.ics>

JON STOVELL PRESIDENT

305 - 111 WATER STREET
VANCOUVER, BC CANADA V6B 1A7
D [604 694 8896](tel:6046948896) F [604 683 6719](tel:6046836719)
RELIANCEPROPERTIES.CA

From: ["Naundorf, Daniel" <daniel.naundorf@vancouver.ca>](mailto:daniel.naundorf@vancouver.ca)
To: ["Renter Office" <RenterOffice@vancouver.ca>](mailto:RenterOffice@vancouver.ca)
CC: ["Ellis, Sarah" <sarah.ellis@vancouver.ca>](mailto:sarah.ellis@vancouver.ca)
Date: 11/14/2019 2:45:03 PM
Subject: FW: 1188 Bidwell - DE419087
Attachments: DE419087 - PT Response - Tenant Relocation Plan Materials - 2016-09-19.tr5

Found the TRP
Filed in VanDocs under their DE number...

From page 6 of the TRP

Right of first refusal to move back into an equivalent/similar unit in the New Building, upon completion, for the same rent amount during a two (2) years term as stated on communication to tenants dated April 28th, 2016.

Current offered conditions are deemed to be better due to current rents being low and new building ones are to be significant higher.

This does NOT mean that the landlord can increase the rent beyond the allowable RTA % allowable year over year increase following 2 years. the discount remains, plus allowable RTA increases AFTER 2 years.

From: LeBreton, Wendy
Sent: Monday, September 19, 2016 11:55 AM
To: Naundorf, Daniel
Subject: RE: 1188 Bidwell - DE419087
Importance: High

Hi Daniel,

Regarding Juan's email. I've saved that big file into Vandocs and attached the link here for you.

Regarding TIMING:

They submitted their prior-to response INCOMPLETE back in February. At this time I told them it was incomplete (without the TRP materials that you require) and would not be circulating. 4 weeks later, I agreed to circulate the drawings as a courtesy. I have done that and received comments back from staff.

The 'typical' turnaround time for prior-to response reviews is 12 weeks.

s.13(1)

Call if you'd like to discuss,

Cheers!
Wendy

Wendy LeBreton MES | Project Facilitator II | City of Vancouver
t | 604.871.6796 e | wendy.lebreton@vancouver.ca

From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]
Sent: Friday, September 16, 2016 6:15 PM
To: LeBreton, Wendy
Cc: Black, Sailen; Jon Stovell; Lynn Luong; Naundorf, Daniel; Adrian Politano; Charlotte Li
Subject: RE: 1188 Bidwell - DE419087
Importance: High

Wendy,

Please discard previously distributed file.

I had missed to include first notification to Tenants dated June 10th, 2015 and I rather have them included in the package.

Please let me know your feedback,
Thanks,



JUAN G. PEREIRA PROJECT MANAGER

From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]
Sent: Friday, September 16, 2016 6:00 PM
To: 'LeBreton, Wendy'
Cc: 'Black, Sailen'; Jon Stovell; Lynn Luong; 'Naundorf, Daniel'; 'Adrian Politano' (APolitano@dialogdesign.ca)

Subject: RE: 1188 Bidwell - DE419087

Importance: High

Wendy,

Please find attached PDF file compiling Tenant Relocation Plan information.

We have included in the package:

- ☐ Tenant Relocation Form (revised from previously submitted along with original application) (1.6).
- ☐ Explanation of Eligible ` non Eligible Tenants (supporting rent roll information) (1.6 & A1.18).
- ☐ Statutory Declaration demonstrating provided notification to eligible Tenants (1.7).
- ☐ Notification to Tenants outlining proposed Tenant Relocation Plan (1.8).
- ☐ Previous notification to Tenants (1.8).
- ☐ Letter with summary of current Eligible Tenants.(A1.18).

Please review as appropriate and confirm need of hardcopy submission (if applicable ` outline original documents requirement).

Thanks,



JUAN G. PEREIRA PROJECT MANAGER

From: LeBreton, Wendy [<mailto:Wendy.Lebreton@vancouver.ca>]

Sent: Tuesday, September 6, 2016 10:47 AM

To: 'Juan G. Pereira'

Cc: Black, Sailen; 'Jon Stovell'; 'Lynn Luong'; Naundorf, Daniel; Adrian Politano

(APolitano@dialogdesign.ca)

Subject: RE: 1188 Bidwell - DE419087

Juan,

You mentioned below that you have all the materials required for conditions 1.6,7,8,18. Can you please email to me asap? I will respond with staff comments on the prior-to drawings.

Cheers,
Wendy

Wendy LeBreton MES | Project Facilitator II | City of Vancouver
t | 604.871.6796 e | wendy.lebreton@vancouver.ca

From: LeBreton, Wendy

Sent: Monday, August 15, 2016 12:11 PM

To: 'Juan G. Pereira'

Cc: Black, Sailen; Jon Stovell; Lynn Luong; Naundorf, Daniel

Subject: RE: 1188 Bidwell - DE419087

Hi Juan,

Once you have submitted your outstanding prior-to response materials, I will circulate to the appropriate staff. These items will not be cleared until I receive confirmation from staff.

Similarly, I have collected comments and outstanding conditions from staff on the drawings that you submitted back in February (including communication w/ Sailen). Once I receive the outstanding prior-to response materials noted above, I will send you staff comments on the drawings.

To answer your question: yes, City Law dept has received instructions to draft legal agreements.

Heritage requirement is the same as all other prior-to conditions: this must be cleared before the DP can be issued.

Cheers,
Wendy

Wendy LeBreton MES | Project Facilitator II | City of Vancouver
t | 604.871.6796 e | wendy.lebreton @ [vancouver.ca](mailto:wendy.lebreton@vancouver.ca)

From: Juan G. Pereira [<mailto:juanp@relianceproperties.ca>]
Sent: Thursday, August 11, 2016 10:17 AM
To: LeBreton, Wendy
Cc: Black, Sailen; Jon Stovell; Lynn Luong
Subject: 1188 Bidwell - DE419087

Hi Wendy,

We are currently getting to clear all additional requirements from Prior to letter apart from already submitted Plan package.

Status/Comments and questions as follows:

- 1.5, A2.1, A2.2, A2.3:

Has Law Dept. received confirmation from Engineering and Planning to finalize agreements with our Solicitor? Are you aware of current status?

- 1.6, 1.7, 1.8, A1.18:

Complete. Let me know how you want this information to be submitted. I can PDF all info and send it in advance and originals to follow.

- A1.1:

Complete. Let me know if this information has come to you or you need anything from our end. We followed this process up with Sailen at that time.

- A1.2:

In progress. We are finalizing remainder of Heritage Density acquisition. Let me know how critical this is compared to other outlined requirements and if it could follow to the end.

- A2.7:

Please confirm if this has been addressed. If not, please provide us with necessary form and requirements.

Please let me know if you see any other outstanding items non included on above list.

We appreciate you had advanced the review process. Sailen has confirmed no outstanding concerns are in place and all responses have addressed requirement intent.

I appreciate your input to resume and make the last push to get this finalized.

Thanks,

| |

JUAN G. PEREIRA PROJECT MANAGER



1188 BIDWELL STREET - DE419087

TENANT RELOCATION PLAN

Applications Involving Tenant Relocation – Application Form

This form must be submitted with your rezoning or development application.

- Step 1:** Understand your rights and responsibilities as a landlord
Please review the documents in Section 1 as it pertains to relocating tenants
- Step 2:** Complete Section 2 – Rental Statistics
- Step 3:** Complete Section 3 – Draft Tenant Relocation Plan

Section 1: Rights and Responsibilities of Landlord and Tenants

The rights and responsibilities of landlords and tenants is regulated by the Province and is set out in the Residential Tenancy Act: http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/00_02078_01

For more information, about the City's rental housing protection policies, please refer to the following documents:

Rental Housing Stock ODP: <http://vancouver.ca/files/cov/rate-of-change.pdf>

Rate of Change Guidelines: <http://former.vancouver.ca/commsvcs/guidelines/R021.pdf>

SRA Bylaw: <http://vancouver.ca/people-programs/protecting-single-room-accommodations.aspx>

Section 2: Rental Statistics

A. Proposed Project Statistics

Date:	SEP 15, 2016	Applicant:	JON STOVELL	Owner:	RELIANCE PROPERTIES LTD
Phone:	604 694 8896	Email:	jons@relianceproperties.ca		
Building#:	1170 1675	Street:	Bidwell Street Davie Street	City:	Vancouver, BC
Postal Code:	V6G 2K6 V6G 1W1				
Legal description of site:	LOT 22 & WEST HALF OF LOT 23 BOTH OF BLOCK 61 DISTRICT LOT 185 PLAN 92 CONSOLIDATED SITE: LOT 1, BLOCK 61, DISTRICT LOT 185, NEW WESTMISNTER DISTRICT PLAN EPP65842				
Current Zoning:	C5-A	Proposed Zoning:	C5-A		
Proposed Project (Describe):	22 Storey Mixed-use building – 108 Units secured Market rental residential – Approx. 5,000SF grade level retail – FSR approx. 7.4 – Height approx. 210' – GFA of approx.. 102,940SF.				

(Double click the checkbox)

Does the proposed project have new or replacement rental units?	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Is this a proposed renovation of existing rental unit(s)?	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
If No to both, please skip to section B: Existing Rental Units	

Proposed rental units:

Unit Type	Number	Average Size	Size Range	Initial Average Rents	Initial Rent Range
Studio	22	473SF	472SF-474SF	TBD	TBD
1 bed	59	588SF	555SF-629SF	TBD	TBD
2 bed	23	791SF	730SF-1130SF	TBD	TBD
3 bed	4	1055SF	1044SF-1090SF	TBD	TBD
Other:					
Total	108				

[Click Here to Insert New Row](#)

(OR PRESS TAB)

B. Existing Rental Units:

Unit Type	Total Number	Number Currently Occupied
Studio		
1 bed	9	
2 bed		3
3 bed		
Other e.g. 4 bed+, housekeeping or sleeping units:		
Total	9	3

[Click Here to Insert New Row](#)

(OR PRESS TAB)

C. Existing Tenants

Please provide a rent roll of the existing tenants on site.

Name	Unit#	Length of Tenancy(include start date here)	Bedroom Type	Size of Unit	Existing Rent
Refer to attached CURRENT Rent Roll from: <ul style="list-style-type: none"> LOT 22: BayCrest (1170 Bidwell) LOT W1/2 of 23: 1675 Davie Street Compare to Rent Roll From May 5, 2015 for Tenants Eligibility.					

Name	Unit#	Length of Tenancy(include start date here)	Bedroom Type	Size of Unit	Existing Rent

Click Here to Insert New Row

(OR PRESS TAB)



CURRENT RENT ROLL

SEPT. 15TH , 2016

Building: 68 THE BAYCREST (1170 BIDWELL)		Master Rent Roll			By Floor/Unit As of: 16-Sep-16		16-Sep-2016 Page 1
Floor/Unit	Tenant Name	Move In Date	Lease Start	Charge	Amount	Annual	Area Leased
		Move Out Date	Lease End			Rate	
s.22(1)							579
				Rent Residential	\$1,000.00	\$20.73	
				1 PAD = \$1,000.00			
				* Tenant Total *	\$1,000.00	\$20.73	
s.22(1)							579
				Rent Residential	\$1,120.00	\$23.21	
				* Tenant Total *	\$1,120.00	\$23.21	
s.22(1)							599
				Rent Residential	\$1,073.00	\$21.50	
				1 PAD = \$1,073.00			
				* Tenant Total *	\$1,073.00	\$21.50	
s.22(1)							579
				Rent Residential	\$1,091.00	\$22.61	
				Lease Type: Month to Month			
				1 PAD = \$1,091.00			
				* Tenant Total *	\$1,091.00	\$22.61	
s.22(1)							579
				Rent Residential	\$1,000.00	\$20.73	
				1 PAD = \$1,000.00			
				* Tenant Total *	\$1,000.00	\$20.73	
s.22(1)							579
				Rent Residential	\$1,099.00	\$22.78	
				1 PAD = \$1,099.00			
				* Tenant Total *	\$1,099.00	\$22.78	
s.22(1)							599
				Rent Residential	\$1,000.00	\$20.03	

Building: 68 THE BAYCREST (1170 BIDWELL)		Master Rent Roll			By Floor/Unit		16-Sep-2016	
					As of: 16-Sep-16		Page 2	
Floor/Unit	Tenant Name	Move In Date	Lease Start	Charge	Amount	Annual	Area Leased	
		Move Out Date	Lease End			Rate		
		1 PAD = \$1,000.00						
		* Tenant Total *			\$1,000.00	\$20.03		
s.22(1)							666	
	Lease Type: Month to Month	1 PAD = \$1,250.00			Rent Residential	\$1,250.00	\$22.52	
		* Tenant Total *			\$1,250.00	\$22.52		
s.22(1)							597	
		1 PAD = \$1,014.00			Rent Residential	\$1,014.00	\$20.38	
		* Tenant Total *			\$1,014.00	\$20.38	Area Rentable:	579
s.22(1)							579	
	Lease Type: Month to Month	1 PAD = \$975.00			Rent Residential	\$975.00	\$20.21	
		* Tenant Total *			\$975.00	\$20.21		
**** Totals for Building: 68 THE BAYCREST (1170 BIDWELL)								5,935
		Annual Rate		Area Leased	Vacant	Total	Rentable	Variance
	Rent Residential	\$10,622.00	\$21.48	5,935	0	5,935	5,917	-18
	** Total Charges	\$10,622.00	\$21.48					

Building: 95 1675 Davie Street				Master Rent Roll			By Floor/Unit	16-Sep-2016
							As of: 16-Sep-16	Page 3
Floor/Unit	Tenant Name	Move In Date	Lease Start	Charge	Amount	Annual	Area Leased	
		Move Out Date	Lease End			Rate		

s.22(1)							2,100
				Rent Residential	\$2,150.00	\$12.29	
		1 PAD = \$2,150.00					
			* Tenant Total *		\$2,150.00	\$12.29	
s.22(1)							2,100
				Rent Residential	\$2,251.00	\$12.86	
	Lease Type: Month to Month	1 PAD = \$2,251.00					
			* Tenant Total *		\$2,251.00	\$12.86	



PREVIOUS RENT ROLL

MAY 05TH , 2015

Master Rent Roll					By Floor/Unit		05-May-2015
Building: 68 THE BAYCREST (1170 BIDWELL)					As of: 01-May-15		Page 3
Floor/Unit	Tenant Name	Move In Date	Lease Start	Charge	Amount	Annual	Area Leased
		Move Out Date	Lease End			Rate	
s.22(1)							579
				Rent Residential	\$1,122.00	\$23.25	
				* Tenant Total *	\$1,122.00	\$23.25	
s.22(1)							579
				Rent Residential	\$1,120.00	\$23.21	
				* Tenant Total *	\$1,120.00	\$23.21	
s.22(1)							599
				Rent Residential	\$1,073.00	\$21.50	
				* Tenant Total *	\$1,073.00	\$21.50	
s.22(1)							579
				Rent Residential	\$1,091.00	\$22.61	
				* Tenant Total *	\$1,091.00	\$22.61	
s.22(1)							579
				Rent Residential	\$1,196.00	\$24.79	
				* Tenant Total *	\$1,196.00	\$24.79	
s.22(1)							579
				Rent Residential	\$1,099.00	\$22.78	
				* Tenant Total *	\$1,099.00	\$22.78	
s.22(1)							599
				Rent Residential	\$1,076.00	\$21.56	
				* Tenant Total *	\$1,076.00	\$21.56	
s.22(1)							666
				Rent Residential	\$1,250.00	\$22.52	

Building: 68 THE BAYCREST (1170 BIDWELL)		Master Rent Roll			By Floor/Unit		05-May-2015	
					As of: 01-May-15		Page 4	
Floor/Unit	Tenant Name	Move In Date	Lease Start	Charge	Amount	Annual	Area Leased	
		Move Out Date	Lease End			Rate		
Lease Type: Month to Month								
* Tenant Total *					\$1,250.00	\$22.52		
s.22(1)							597	
					Rent Residential	\$1,014.00	\$20.38	Area Rentable:
								579
* Tenant Total *					\$1,014.00	\$20.38		
s.22(1)							579	
					Rent Residential	\$975.00	\$20.21	
Lease Type: Month to Month								
* Tenant Total *					\$975.00	\$20.21		

Master Rent Roll					By Floor/Unit		05-May-2015
Building: 95 1675 Davie Street					As of: 01-May-15		Page 5
Floor/Unit	Tenant Name	Move In Date	Lease Start	Charge	Amount	Annual	Area Leased
		Move Out Date	Lease End			Rate	
s.22(1)							2,100
					Rent Residential	\$2,150.00	\$12.29
					* Tenant Total *	\$2,150.00	\$12.29
s.22(1)							2,100
					Rent Residential	\$2,251.00	\$12.86
					* Tenant Total *	\$2,251.00	\$12.86



1188 BIDWELL STREET - DE419087

TENANT RELOCATION PLAN

Section 3: Draft Tenant Relocation Plan

Please complete the "Draft TRP Details" column in the following chart. The notes in the shaded column correspond to the expectations under the City's rental housing protection policies and indicate both minimum requirements and typical scenarios encountered. Staff will assess the proposed Tenant Relocation Plan and provide comments during the application phase.

Insert New Column

Relocation Plan Components	Draft TRP Details (to be completed with Rezoning or DE application submission)	City Staff Comments (to be completed during Application Review)	FINAL/REVISED TRP
	Date: Sept. 15, 2016	Date:	Date:
Describe existing project compared to new project	<ul style="list-style-type: none"> Existing: 12 Residential Units and 5 Commercial Units. All Rental units Proposed: 108 Residential Units and 3 Commercial Units. All units to be Rental. Refer to attached Proposed Unit type Summary 	•	•
2 Months' Free Rent <ul style="list-style-type: none"> For long-term tenants residing in the building more than 10 years, consider an additional month free rent. 	<ul style="list-style-type: none"> Confirmed; ALL eligible tenants have been offered with compensation equivalent to two months rent as per Letter to tenants dated April 28th, 2016. 	•	•
Notification <ul style="list-style-type: none"> A minimum of two months' notice to end tenancy must be provided. A longer time frame may be offered. 	<ul style="list-style-type: none"> Confirmed, offered and committed as per Letter to tenants dated April 28th, 2016. We are in contact with current Tenants and will be providing communication as available as informal heads up. This pending to Construction Schedule. 	•	•

Relocation Plan Components	Draft TRP Details (to be completed with Rezoning or DE application submission)	City Staff Comments (to be completed during Application Review)	FINAL/REVISED TRP
	Date: Sept. 15, 2016	Date:	Date:
Moving Expenses <ul style="list-style-type: none"> A moving company may be hired by the applicant, with all arrangements and costs covered A flat rate of \$750 towards moving expenses and reconnection fees is acceptable. 	<ul style="list-style-type: none"> Applicant won't deal directly with the moving arrangements. Reimbursement of receipted moving out expenses within metro Vancouver has been offered to tenants as per Letter to tenants dated April 28th, 2016 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none">
Assistance in Finding Alternate Accommodation <ul style="list-style-type: none"> Three options in Vancouver must be provided to the tenants, one of which must be in the same general area as their current home. Note for projects in the West End, <u>two</u> options should be provided in the same general area as their current home. All options must rent for no more than 10% above their current rental rate, unless otherwise agree to with the tenant (i.e. tenant may be looking for newer, bigger unit etc. and able to pay more for such). 	<ul style="list-style-type: none"> Assistance in finding alternate accommodations as available at any of Landlord's portfolio nearby buildings, into an equivalent/similar unit as they are currently renting, for the same rent value during the term equivalent to the building construction. This as per letter to Tenants dated April 28th, 2016. Land Lord has three (3) buildings in the area to offer from. Same rent value has been offered into an equivalent/similar unit. The tenant will have the option to commit to a bigger unit. Price to be negotiated. 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none">

Relocation Plan Components	Draft TRP Details (to be completed with Rezoning or DE application submission)	City Staff Comments (to be completed during Application Review)	FINAL/REVISED TRP
	Date: Sept. 15, 2016	Date:	Date:
First Right of Refusal <ul style="list-style-type: none"> Where starting rents are anticipated to be higher than what the tenant currently pays, a discount for any returning tenants should be offered. E.g. 20% off starting rents. In cases where starting rents are essentially on par with current rents, consider the current rent plus any allowable increases under the RTA during the period of construction as the proposed starting rent. 	<ul style="list-style-type: none"> Right of first refusal to move back into an equivalent/similar unit in the New Building, upon completion, for the same rent amount during a two (2) years term as stated on communication to tenants dated April 28th, 2016. Current offered conditions are deemed to be better due to current rents being low and new building ones are to be significant higher. 	•	•
Other <ul style="list-style-type: none"> Where a Building Manager is paying reduced rent in exchange for services, consider compensation at the same monthly rate as for a similar sized unit. Consideration for any additional compensation for long-term building residents who may require assistance in some form. 	<ul style="list-style-type: none"> Non Applicable Current offered conditions are deemed to be better due to current rents being low and new building ones are to be significant higher. All Eligible tenants are being offered the same. 	•	•

[Click Here to Insert New Row](#)

(OR PRESS TAB)

FOR OFFICE USE ONLY:	
Staff Comments:	
Final Tenant Relocation Plan Approval Date:	
Approved by:	



1188 BIDWELL STREET

PROPOSED UNIT MIX

Size Range

	Area
1BD	555 SF
1BD	556 SF
1BD	562 SF
1BD	563 SF
1BD	564 SF
1BD	564 SF
1BD	565 SF
1BD	565 SF
1BD	566 SF
1BD	566 SF
1BD	568 SF
1BD	628 SF
1BD	629 SF
2BD	730 SF
2BD	730 SF
2BD	732 SF
2BD	732 SF
2BD	732 SF
2BD	732 SF
2BD	733 SF
2BD	814 SF
2BD	814 SF
2BD	814 SF
2BD	1,127 SF
2BD	1,130 SF
3BD	1,044 SF
3BD	1,044 SF
3BD	1,090 SF
ST	472 SF
ST	474 SF

Proposed Unit Type Summary (Rental)							
Level *	Studio	1 Bedroom	1 Bedroom+Den	2 Bedroom	3 Bedroom	Total Units	
Level 01	0	0	0	0	0	0	
Level 02	0	0	0	0	0	0	
Level 03	0	1	0	3	1	5	
Level 04-05 (2 Floors)	0	2	0	3	1	6	
Level 06	0	2	0	3	1	6	
Level 07-09 (3 Floors)	0	2	0	3	0	5	
Level 10-20 (11 Floors)	2	4	0	0	0	6	
Level 21	0	2	0	2	0	4	
Level 22	0	0	0	0	0	0	
Totals	22	59	0	23	4	108	
Percentage Mix	20%	55%	0%	21%	4%		
				Family Units	27	=	25%

Average Suite Sizes							
Level *	Studio	1 Bedroom	1 Bedroom+Den	2 Bedroom	3 Bedroom	Total Units	
Level 01	0	0	0	0	0	0	
Level 02	0	0	0	0	0	0	
Level 03	0	562	0	2,278	1,090	3,930	
Level 04-05 (2 Floors)	0	1,119	0	2,276	1,044	4,439	
Level 06	0	1,120	0	2,276	1,044	4,441	
Level 07-09 (3 Floors)	0	1,132	0	2,278	0	3,410	
Level 10-20 (11 Floors)	946	2,388	0	0	0	3,334	
Level 21	0	1,130	0	2,258	0	3,388	
Level 22	0	0	0	0	0	0	
Totals	10,407	34,717	0	18,197	4,222	67,542	
Number of suites	22	59	0	23	4		
Avg size	473 SF	588 SF	0 SF	791 SF	1,055 SF		

DAVIE & BIDWELL TOWER
SUITE SUMMARIES

2015/05/05



STATUTORY DECLARATION

JUNE 27TH, 2016

CANADA:
PROVINCE OF BRITISH COLUMBIA.
TO WIT:

In the Matter of _____
1188 Bidwell Development Application (DE419087)
Page 1 of 2

I, Jon Stovell

(Name of Declarant)

of Reliance Properties Ltd. #305-111 Water Street, Vancouver BC V6B 1A7

(Complete Address)

in the Province of British Columbia, do solemnly declare that I am President, Reliance Properties Ltd.
(State Relationship to the Event)

and the facts of the event are as follows:

- twelve (12) units were occupied when written notice of the intent to redevelop the properties civically known as 1170 Bidwell Street and 1675 Davie Street in Vancouver, BC was distributed;
- three (3) tenants terminated their leases thereafter;
- nine (9) of the twelve (12) current tenants have been found to be eligible for the Tenant Relocation Plan (See Appendix A for list of eligible and non-eligible tenants currently residing at 1170 Bidwell and 1675 Davie Streets);
- all nine (9) tenants eligible for the Tenant Relocation Plan for the 1188 Bidwell Redevelopment (DE419087) have received a letter, dated April 28, 2016, summarizing the Tenant Relocation Plan offer, delivered in person and signed as received by all eligible tenants in May 2016.

And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

Declared before me at the CITY
of VANCOUVER
Province of British Columbia, this 27
day of JUNE 2016

, in the
},
, A.D. DECLARANT'S SIGNATURE

JAY M. MILINSIE
Barrister & Solicitor
700 - 401 WEST BROADWAY
VANCOUVER, BC V6B 5C1
TEL: 604-681-1111

Signature of Lawyer, Articled Law Student, Notary Public, or
Commissioner for Taking Affidavits

The information provided on this form is collected under the authority of the *Vital Statistics Act* (RSBC 1996, c. 479 S 29(4)). The information provided will be used to register events and provide statistical and demographic information required for the administration of the provincial health care system. If you have any questions about the collection and use of this information, contact a British Columbia Vital Statistics Agency representative at 250-952-2681.

Personal information collected by the British Columbia Vital Statistics Agency is protected under the *Freedom of Information and Protection of Privacy Act* and is treated with the utmost confidentiality.

Re: 1188 Bidwell Development Application (DE419087)

Page 2 of 2

Appendix A:

Eligible tenants:

1. § 22(1) 1170 Bidwell St.);
2. § 22(1) -1170 Bidwell St.);
3. § 22(1) 1170 Bidwell St.);
4. § 22(1) 1170 Bidwell St.);
5. § 22(1) 1170 Bidwell St.);
6. § 22(1) -1170 Bidwell St.);
7. § 22(1) -1170 Bidwell St.);
8. § 22(1) 1675 Davie St.);
9. § 22(1) 1675 Davie St.).

Non-eligible tenants:

1. § 22(1) 1170 Bidwell St.) – non-eligible due to month-to-month Lease commencing on § 22(1), after distribution of first notification letter;
2. § 22(1) 1170 Bidwell St.) – non-eligible due to month-to-month Lease commencing on § 22(1), after distribution of first notification letter;
3. § 22(1) 1170 Bidwell St.) – non-eligible due to month-to-month Lease commencing on § 22(1), after distribution of first notification letter.

DECLARANT'S SIGNATURE _____ DATE _____

DATE _____

*Signature of Lawyer, Articled Law Student, Notary Public,
or Commissioner for Taking Affidavits*



LETTER TO RESIDENTIAL TENANTS

APRIL 28TH, 2016



FILE COPY

To: **s.22(1)**
- 1170 Bidwell Street
Vancouver, BC V6G 2K6

From: Jon Stovell, President, Reliance Properties Ltd.
Juan Pereira, Project Coordinator, Reliance Properties Ltd.

Date: April 28, 2016

RE: DEVELOPMENT UPDATE – TENANT RELOCATION PLAN

Dear Resident:

As you are aware, Reliance Properties Ltd. has formally applied to the City of Vancouver for a development permit at 1188 Bidwell Street. The project team is finalizing development permit conditions for permit issuance. Upon final approval, a number of measures will be implemented to ensure that the transition of tenants out of their tenancy is smooth. As such, we will be implementing a Tenant Relocation Plan for all Eligible Tenants. The plan will include:

1. Advance notice of at least two months before units must be vacated.
2. Compensation equivalent to two months' rent.
3. Reimbursement of receipted moving-out expenses within Metro Vancouver.
4. Assistance in finding alternate accommodations as available at any of our portfolio nearby buildings, into an equivalent/similar unit as they are currently renting, for the same rent value during the term equivalent to the building construction.
5. Right of first refusal to move back into an equivalent/similar unit in the New Building, upon completion, for the same rent amount during a two (2) years term.

No action will be taken in terms of implementing a Tenant Relocation Plan until formal City of Vancouver approval of the development permit has been received.

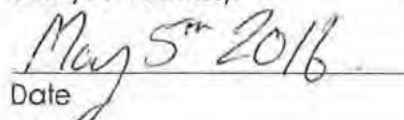
Thank you for your understanding in this matter. Any questions can be directed to Juan Pereira, Project Coordinator, at juanp@relianceproperties.ca or at 604.694.8680.


Jon Stovell
Reliance Properties Ltd.


Juan Pereira
Reliance Properties Ltd.

s.22(1)

and sign and date and return a copy of this to
hed – 1 copy is for your records):


Date



To: **s.22(1)**
s.22(1) - 1170 Bidwell Street
Vancouver, BC V6G 2K6

FILE COPY

From: Jon Stovell, President, Reliance Properties Ltd.
Juan Pereira, Project Coordinator, Reliance Properties Ltd.

Date: April 28, 2016

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Thank you for your understanding in this matter. Any questions can be directed to Juan Pereira, Project Coordinator, at juanp@relianceproperties.ca or at 604.694.8680.


Jon Stovell
Reliance Properties Ltd.


Juan Pereira
Reliance Properties Ltd.

We hereby acknowledge receipt of this letter and sign and date and return a copy of this to the Owner/Developer's office (2 copies attached – 1 copy is for your records):

s.22(1)

May 20th 2016
Date



To: s.22(1)
- 1170 Bidwell Street
Vancouver, BC V6G 2K6

FILE COPY

From: Jon Stovell, President, Reliance Properties Ltd.
Juan Pereira, Project Coordinator, Reliance Properties Ltd.

Date: April 28, 2016

RE: DEVELOPMENT UPDATE – TENANT RELOCATION PLAN

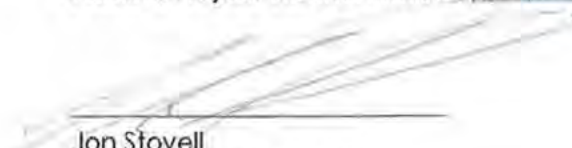
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Jon Stovell
Reliance Properties Ltd.


Juan Pereira
Reliance Properties Ltd.

We hereby acknowledge receipt of this letter and sign and date and return a copy of this to (copies attached – 1 copy is for your records):

s.22(1)


Date



To: **s.22(1)**
- 1170 Bidwell Street
Vancouver, BC V6G 2K6

FILE COPY

From: Jon Stovell, President, Reliance Properties Ltd.
Juan Pereira, Project Coordinator, Reliance Properties Ltd.

Date: April 28, 2016

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Jon Stovell
Reliance Properties Ltd.


Juan Pereira
Reliance Properties Ltd.

We hereby acknowledge receipt of this letter and sign and date and return a copy of this to the Owner/Developer's office (2 copies attached – 1 copy is for your records):

s.22(1)

23-May-2016
Date



To: **s.22(1)**
1170 Bidwell Street
Vancouver, BC V6G 2K6

FILE COPY

From: Jon Stovell, President, Reliance Properties Ltd.
Juan Pereira, Project Coordinator, Reliance Properties Ltd.

Date: April 28, 2016

RE: DEVELOPMENT UPDATE – TENANT RELOCATION PLAN


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Jon Stovell
Reliance Properties Ltd.


Juan Pereira
Reliance Properties Ltd.

We hereby acknowledge receipt of this letter and sign and date and return a copy of this to [redacted] (2 copies attached – 1 copy is for your records):

s.22(1)

5/22/16
Date

s.22(1)

5/22/16
Date



To: **s.22(1)**
- 1170 Bidwell Street
Vancouver, BC V6G 2K6

FILE COPY

From: Jon Stovell, President, Reliance Properties Ltd.
Juan Pereira, Project Coordinator, Reliance Properties Ltd.

Date: April 28, 2016

RE: DEVELOPMENT UPDATE – TENANT RELOCATION PLAN


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Jon Stovell
Reliance Properties Ltd.


Juan Pereira
Reliance Properties Ltd.

We hereby acknowledge receipt of this letter and sign and date and return a copy of this to the Owner/Developer's office (2 copies attached – 1 copy is for your records):

s.22(1)

5-23-16
Date



To: **s.22(1)**
s.22(1) - 1170 Bidwell Street
Vancouver, BC V6G 2K6

FILE COPY

From: Jon Stovell, President, Reliance Properties Ltd.
Juan Pereira, Project Coordinator, Reliance Properties Ltd.

Date: April 28, 2016

RE: DEVELOPMENT UPDATE – TENANT RELOCATION PLAN


Dear Resident:

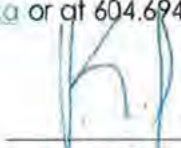
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Jon Stovell
Reliance Properties Ltd.


Juan Pereira
Reliance Properties Ltd.

We hereby acknowledge receipt of this letter and sign and date and return a copy of this to the Owner/Developer's office (2 copies attached – 1 copy is for your records):

s.22(1)

May 23 / 2016
Date



To: **s.22(1)**
s.22(1) - 1675 Davie Street
Vancouver, BC V6G 1W1

From: Jon Stovell, President, Reliance Properties Ltd.
Juan Pereira, Project Coordinator, Reliance Properties Ltd.

Date: April 28, 2016

RE: DEVELOPMENT UPDATE - TENANT RELOCATION PLAN

Dear Resident:

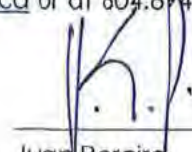
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Jon Stovell
Reliance Properties Ltd.


Juan Pereira
Reliance Properties Ltd.

We hereby acknowledge receipt of this letter and sign and date and return a copy of this to the Owner/Developer's office (2 copies attached - 1 copy is for your records):

** SEE EMAIL COMMUNICATION CONFIRMING RECEIPT OF THIS LETTER.*

s.22(1)

Date

s.22(1)

Date

RELIANCE™

REALTY INC.

Alex Melotti <alexm@relianceproperties.ca>

Fwd:

1 message

s.22(1)**s.22(1)**

To: alexm@relianceproperties.ca

Wed, May 18, 2016 at 11:13 AM

s.22(1)

Begin forwarded message:

From: **s.22(1)****Date:** May 12, 2016 at 7:41:03 PM PDT**To:** **s.22(1)****s.22(1)**



Alex Melotti <alexm@relianceproperties.ca>

Fwd:

1 message

s.22(1)

To: alexm@relianceproperties.ca

Wed, May 18, 2016 at 11:13 AM

s.22(1)

Begin forwarded message:

From: s.22(1)

To: s.22(1)

s.22(1)

s.22(1)



2016.05.11_1188 Bidwell St. - Suite s.22(1) -1675 Davie St_Letter.pdf
630K



Alex Melotti <alexm@relianceproperties.ca>

Fwd: Re:

1 message

s.22(1)

To: alexm@relianceproperties.ca

Wed, May 18, 2016 at 11:14 AM

s.22(1)

Begin forwarded message:

From: s.22(1)**Date:** May 13, 2016 at 8:40:01 AM PDT**To:** s.22(1)**Subject:** Re:

s.22(1)

s.22(1)

On May 13, 2016, at 5:52 AM, s.22(1) wrote:

Hey s.22(1)

s.22(1)

Thank you.

s.22(1)

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: s.22(1)**Date:** 2016-05-12 21:41 (GMT-06:00)**To:** s.22(1)**Subject:**

s.22(1)

s.22(1)



Alex Melotti <alexm@relianceproperties.ca>

Fwd: Re:

1 message

s.22(1)

To: alexm@relianceproperties.ca

Wed, May 18, 2016 at 11:14 AM

s.22(1)

Begin forwarded message:

From: s.22(1)
Date: May 16, 2016 at 7:54:51 PM PDT
To: s.22(1)
Subject: Re:

s.22(1)

s.22(1)

On May 13, 2016, at 5:52 AM, s.22(1) wrote:

s.22(1)

s.22(1)

Thank you.

s.22(1)

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: s.22(1)
Date: 2016-05-12 21:41 (GMT-06:00)
To: s.22(1)
Subject:

s.22(1)

s.22(1)

Fwd: Re:

1 message

s.22(1)

To: alexm@relianceproperties.ca

Wed, May 18, 2016 at 11:15 AM

s.22(1)

Begin forwarded message:

From: s.22(1)**Date:** May 18, 2016 at 9:29:13 AM PDT**To:** s.22(1)**Subject:** Re:

s.22(1)

s.22(1)

On May 18, 2016, at 9:23 AM, s.22(1) wrote:

s.22(1)

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: s.22(1)**Date:** 2016-05-16 21:54 (GMT-06:00)**To:** s.22(1)**Subject:** Re:

s.22(1)

s.22(1)

On May 13, 2016, at 5:52 AM, s.22(1) wrote:

s.22(1)

s.22(1)

Thank you.

s.22(1)

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: s.22(1)

Date: 2016-05-12 21:41 (GMT-06:00)

To: s.22(1)

Subject:

s.22(1)

s.22(1)



To: s.22(1)
s.22(1) – 1675 Davie Street
Vancouver, BC V6G 1W1

FILE COPY

From: Jon Stovell, President, Reliance Properties Ltd.
Juan Pereira, Project Coordinator, Reliance Properties Ltd.

Date: April 28, 2016

RE: DEVELOPMENT UPDATE – TENANT RELOCATION PLAN

Dear Resident:

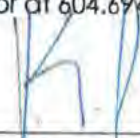
As you are aware, Reliance Properties Ltd. has formally applied to the City of Vancouver for a development permit at 1188 Bidwell Street. The project team is finalizing development permit conditions for permit issuance. Upon final approval, a number of measures will be implemented to ensure that the transition of tenants out of their tenancy is smooth. As such, we will be implementing a Tenant Relocation Plan for all Eligible Tenants. The plan will include:

1. Advance notice of at least two months before units must be vacated.
2. Compensation equivalent to two months' rent.
3. Reimbursement of receipted moving-out expenses within Metro Vancouver.
4. Assistance in finding alternate accommodations as available at any of our portfolio nearby buildings, into an equivalent/similar unit as they are currently renting, for the same rent value during the term equivalent to the building construction.
5. Right of first refusal to move back into an equivalent/similar unit in the New Building, upon completion, for the same rent amount during a two (2) years term.

No action will be taken in terms of implementing a Tenant Relocation Plan until formal City of Vancouver approval of the development permit has been received.

Thank you for your understanding in this matter. Any questions can be directed to Juan Pereira, Project Coordinator, at juanp@relianceproperties.ca or at 604.694.8680.


Jon Stovell
Reliance Properties Ltd.


Juan Pereira
Reliance Properties Ltd.

s.22(1)

(This letter and sign and date and return a copy of this to
es attached – 1 copy is for your records):


Date



LETTER TO RESIDENTIAL TENANTS

JUNE 26TH, 2015



RELIANCE
PROPERTIES

305-111 WATER STREET
VANCOUVER, BC
CANADA V6B 1A7

GENERAL 604 683 2404
FAX 604 683 6719
WWW.RELIANCEPROPERTIES.CA

June 26th 2015

For the 1170 Bidwell & Upper Residential Units of 1675 Davie.

68 The Baycrest (1170 Bidwell)

s.22(1)

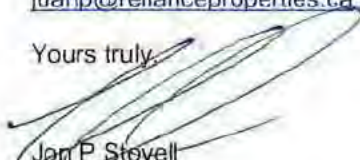
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 - Re-Entry: The new development is to offer a total of 108 secured market residential units. All Tenants current Tenants will be encouraged to provide their forwarding address. The property owner will invite each tenant who provided such information to be given the first opportunity to rent a unit of its choice at the prevailing rent in the new building when completed.

It is in our interest to provide Tenants with more information as applicable during this process, so as previously outlined we will hold a Tenant Information Meeting to address any particular additional question you might have at this stage. In the interim please direct any questions via email to Juan G. Pereira at juanp@relianceproperties.ca

Yours truly,



Jon P. Stevell
President
Reliance Properties Ltd



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68 The Baycrest (1170 Bidwell)

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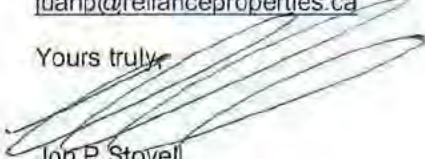
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Jon P. Stovell
President
Reliance Properties Ltd



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June 26th 2015

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68 The Baycrest (1170 Bidwell)

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Jon P Stovell
President
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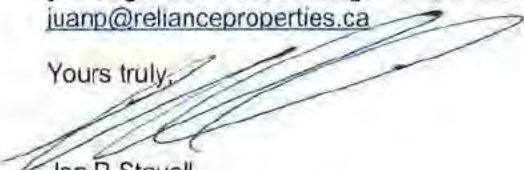
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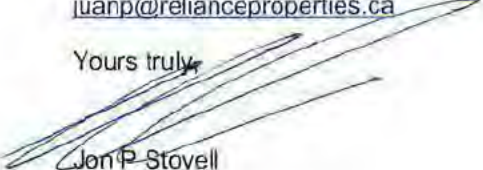
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June 26th 2015

For the 1170 Bidwell & Upper Residential Units of 1675 Davie.

68 The Baycrest (1170 Bidwell)

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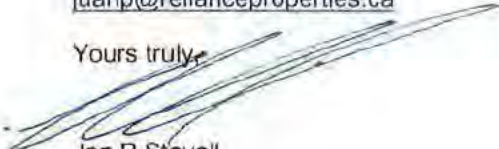
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June 26th 2015

For the 1170 Bidwell & Upper Residential Units of 1675 Davie.

95 1675 Davie

[REDACTED]

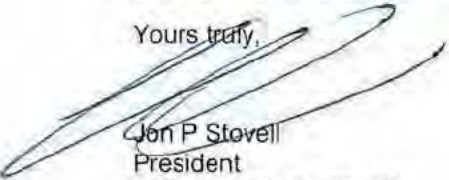
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The building owner, Reliance Properties Ltd., has applied to the City of Vancouver for a Development Permit to construct a new Rental Residential and Retail building on this property. The development is being proposed under the City's new West End Community plan that seeks to create additional rental units on the lower Davie Street corridor. Further information about the proposal when posted may be found at <http://former.vancouver.ca/devapps/>

In due course the new development will result in the vacating and demolition of this building. There is however no immediacy to this plan and we currently do not expect construction to commence before mid-2016.

We value and respect your tenancy and we realize that this may be unwelcome news. In the coming weeks we will hold a Tenant Information Meeting to set out a transition plan for all Tenants of the building which in addition to meeting the provisions of the Residential Tenancy Act will provide additional benefits and options for the Tenants.

In the interim Please direct any questions via email to Juan G. Pereira at juanp@relianceproperties.ca

Yours truly,

Jon P Stovell
President
Reliance Properties Ltd.



LETTER TO RESIDENTIAL TENANTS

JUNE 10TH, 2015



June 10, 2015

For the 1170 Bidwell & Upper Residential Units of 1675 Davie.

68 The Baycrest (1170 Bidwell)

s.22(1)

Dear **s.22(1)**

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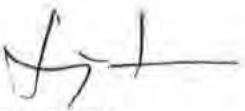
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June 10, 2015

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95 1675 Davie Street

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for Jon P Stovell
President
Reliance Properties Ltd.



.

1188 BIDWELL STREET - DE419087

Letter Sept. 15th, 2016 – Eligible Tenants



September 15th, 2016

City of Vancouver
Planning and Development Services
Attention:

Wendy LeBreton
Project Facilitator

RE: 1188 BIDWELL STREET
Development Application Number DE419087
Legal Description: LOT 1, BLOCK 61, DISTRICT LOT 185 GROUP 1 NEW WESTMINSTER
DISTRICT PLAN EPP65842

This letter to confirm Eligible Tenants included on the Tenant Relocation Plan for this property currently with outlined address as follows:

Eligible tenants:

1. s.22(1) -1170 Bidwell St.);
2. s.22(1) 1170 Bidwell St.);
3. s.22(1) 1170 Bidwell St.);
4. s.22(1) -1170 Bidwell St.);
5. s.22(1) 1170 Bidwell St.);
6. s.22(1) -1170 Bidwell St.);
7. s.22(1) -1170 Bidwell St.);
8. s.22(1) 1675 Davie St.);
9. s.22(1) -1675 Davie St.).

Do not hesitate to contact me should you require any further clarification.

Yours truly,

Juan G. Pereira
Project Manager
Reliance Properties Ltd.

From: ["Naundorf, Daniel" <daniel.naundorf@vancouver.ca>](mailto:daniel.naundorf@vancouver.ca)
To: ["Gillman, Andrea" <Andrea.Gillman@vancouver.ca>](mailto:Andrea.Gillman@vancouver.ca)
Date: 11/22/2019 9:44:52 AM
Subject: FW: 1188 Bidwell Street - First Right of Refusal for former tenants

Are we meeting with Reliance (there's something about "late afternoon" but the day was not specified)
Should I be setting this up?

From: Juan Pereira [mailto:juanp@relianceproperties.ca]
Sent: Thursday, November 21, 2019 12:10 PM
To: Gillman, Andrea
Cc: Naundorf, Daniel; Jon Stovell; Jonathan Lim; Lynn Luong
Subject: Re: 1188 Bidwell Street - First Right of Refusal for former tenants

Andrea,
Thanks for your note.
Requested summary as follows:

- 5 Tenants has confirmed their desire to move back but haven't agreed to the lease terms. (4 currently living in building property of us - 1 in another property of their choice and currently receiving monthly subsidy from us until Building completion).
- 1 Tenant has proposed to stay in a relocated building property of us and has agreed to the terms of signing a new contract at market value with our offered discount for two years at front (24 postdated cheques).
- 1 Tenant is not coming back as her needs have totally changed and has confirmed this in writing.

I appreciate your understanding of our timelines and your required assistance providing clarification to the Tenants as applicable.

Thanks,

JUAN G. PEREIRA PROJECT MANAGER

305 - 111 WATER STREET
VANCOUVER, BC CANADA V6B 1A7
D 604 694 8680 F 604 683 6719
RELIANCEPROPERTIES.CA

E & O E: All information contained herein is from sources we deem reliable; however, no guarantee or responsibility is assumed thereof, and it shall not form any part of future contracts. Properties are submitted subject to errors and omissions and all information should be carefully verified. All measurements quoted herein are approximate.

On Nov 21, 2019, at 11:45 AM, Gillman, Andrea <Andrea.Gillman@vancouver.ca> wrote:

Hi Juan,

Thanks for your note. We are just in the process of discussing this internally and reviewing the info you have shared. We'll try to get back to you as quickly as we can, and recognize how important this is.

In the meantime, can you confirm for me how many tenants are interested in returning and how many have officially declined the offer, and if you can please continue to hold the required number of units for those interested until this matter is sorted out.

Much appreciated,
Andrea

From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]

Sent: Wednesday, November 20, 2019 10:33 AM

To: Gillman, Andrea

Cc: Naundorf, Daniel; Jon Stovell; Jonathan Lim; Lynn Luong

Subject: Re: 1188 Bidwell Street - First Right of Refusal for former tenants

Hi Andrea,

Just left you with a VM.

Following up to see if we can touch base and get a plan to achieve mutual understanding on our TRP actions and provide a comprehensive clarification to the Tenants as to be able to move forward.

As mentioned there are timelines and conditions associated to RTA that somehow conflict with TRP and it is in our interest to cover all sides here so commitment and full understanding of the Tenants is critical.

We could tentatively meet late afternoon if this is convenient to you.

Please advise,

Thanks,

<~WRD000.jpg>

JUAN G. PEREIRA PROJECT MANAGER

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On Nov 19, 2019, at 9:26 AM, Juan Pereira <juanp@relianceproperties.ca> wrote:

Andrea,

No issues, glad you got my communication and let you go through it.

Please get back to me with any questions,

Thanks,

<~WRD000.jpg>

JUAN G. PEREIRA PROJECT MANAGER

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On Nov 19, 2019, at 9:05 AM, Gillman, Andrea

<Andrea.Gillman@vancouver.ca> wrote:

Hi Juan,

Thanks for your note. I probably sent my email about 5:30 and didn't realize until this morning that there was a delay in the email being sent. I was having connectivity issues working off site at the time, but thought it went out. In any case we will read through your note and the documents you provided and be in touch.

Andrea

Sent from my iPhone

On Nov 18, 2019, at 6:51 PM, Juan Pereira

<juanp@relianceproperties.ca> wrote:

Andrea,

Acknowledge receiving your note below just double checking if you received my email from 5:49pm with all requested backup which clarifies most of your points below?
Please confirm,

Thanks,

<image001.png>

JUAN G. PEREIRA PROJECT MANAGER

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From: Gillman, Andrea
[mailto:Andrea.Gillman@vancouver.ca]
Sent: Monday, November 18, 2019 6:21 PM
To: juanp@relianceproperties.ca
Cc: Naundorf, Daniel
Subject: RE: 1188 Bidwell Street - First Right of Refusal for former tenants

Hi Juan,
Thanks for taking our call this afternoon and providing us with an update on the status of the Right of First Refusal Offer for your tenants. As you know we have heard from a number of former tenants at 1188 Bidwell this week.

Some tenants believe the discounted rent promised is not being reflected in the offer of Right of First Refusal, as they have scouted the other units in the building and the asking rents on these units are not 20% above what is being offered to them. We note that the Tenant Relocation Plan and Housing Agreement secured an offer off the market rents for a period of 2 years (after which allowable RTA increases apply).

We have also heard that tenants face rent increases in the interim Reliance owned units they are renting that far exceed those allowable under the RTA annual increase. We want to ensure you are aware of recent changes to the RTA, including the prohibition on fixed-term tenancies and the allowable annual increases, as the increases described to us would not be legal under the Act.

We understand from our call that former

tenants have had 30 days to review the offer, and that they were given a deadline of 5pm today to respond. As we have not yet seen a copy of the offer letter, we would ask you to kindly extend the offer another few days or a week to give the tenants a bit more breathing room, and communicate out to the tenants that you are in discussion with the City to review the terms of the offer.

Please note that an Occupancy Hold for the entire building is in place as per the Housing Agreement Registered on title and requires the General Manager of Arts, Culture, and Community Services to be satisfied with the Tenant Relocation Plan.

We look forward to reviewing a copy of the offer letter as discussed and hope that this aligns with the right of first refusal outlined in the Registered Housing Agreement, the Tenant Relocation Plan and with the Rental Tenancy Act.

Please don't hesitate to reach out to Daniel or I with any questions.

Thanks!

Andrea

Andrea Gillman MCIP, RPP
Senior Housing Planner
Affordable Housing Programs
City of Vancouver
T: 604-873-7437

From: ["Gillman, Andrea" <Andrea.Gillman@vancouver.ca>](mailto:Andrea.Gillman@vancouver.ca)
To: ["Naundorf, Daniel" <daniel.naundorf@vancouver.ca>](mailto:daniel.naundorf@vancouver.ca)
Date: 3/2/2017 12:27:45 PM
Subject: FW: 1188 Bidwell Street, Vancouver, BC (Owner signed Housing Agreement and Sidewalk Agreement attached) [RBS-Active.12146.0143.FID1250728]
Attachments: image35369b.PNG

From: Juan Pereira [mailto:juanp@relianceproperties.ca]
Sent: Thursday, March 02, 2017 12:27 PM
To: Gillman, Andrea; Ellis, Sarah
Cc: LeBreton, Wendy; Jon Stovell; Lynn Luong
Subject: FW: 1188 Bidwell Street, Vancouver, BC (Owner signed Housing Agreement and Sidewalk Agreement attached) [RBS-Active.12146.0143.FID1250728]
Importance: High

Andrea, Sarah

As discussed for your reference on the status of the Housing Agreement.

Therefore I would say at this point it is up to Legal to clear it out - further to the back and forth background that this has had between legal representatives (City of Vancouver/Reliance Properties, Ltd).

Let me know if you require any clarification,

Thanks,



JUAN G. PEREIRA PROJECT MANAGER

From: Michelle Humeny [mailto:MHumeny@rbs.ca]
Sent: Friday, February 24, 2017 6:24 PM
To: Hayward, Stephen (Stephen.Hayward@vancouver.ca)
Cc: Aneez Devji; Juan Pereira (juanp@relianceproperties.ca); 'jons@relianceproperties.ca'
Subject: 1188 Bidwell Street, Vancouver, BC (Owner signed Housing Agreement and Sidewalk Agreement attached) [RBS-Active.12146.0143.FID1250728]

Hi Stephen,

Please find attached the Housing Agreement and Sidewalk Statutory Right of Way, executed by our client, for signature by the City of Vancouver. Once the agreements have been signed by the authorized signatories for the City of Vancouver, please email to our office and we will attend to LTO

Registration of same, with the Housing Agreement to be registered in first priority.

Please note that the Lease in favour of Mac's Convenience Stores Inc. has now been released from the title to the Property.

Your earliest return of the City signed documents, would be greatly appreciated.


Thank you and enjoy your weekend.

Michelle

Michelle Humeny, Paralegal

DIRECT:
604.661.9222 EMAIL:
mhumeny@rbs.ca

**RICHARDS
BUELL
SUTTON
LLP**



700 - 401 West
Georgia St.,
Vancouver, BC,
Canada V6B
5A1 | TEL:
604.682.3664 |
FAX:
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This message and any attachments may be privileged and/or confidential. If it is not for you, do not read, copy or disseminate it. If you have received this in error, please notify us immediately by replying to the sender or by telephone (collect) at 604.682.3664 and delete the message.

From: "Gillman, Andrea" <Andrea.Gillman@vancouver.ca>
To: "Cho, Edna" <edna.cho@vancouver.ca>
CC: "LeBreton, Wendy" <wendy.lebreton@vancouver.ca>
Date: 11/1/2016 10:30:55 AM
Subject: FW: 1188 Bidwell Street Tenant relocation

Hi Edna,

Here is a quick summary for the meeting Wednesday on 1188 Bidwell. I've included the initial exchange between Daniel and the PM at Reliance where Daniel has summarized the concerns he is hearing from the tenants. I have a copy of the TRP documents that Daniel left me, so I will pass that on to you as well.

- Application came in spring 2015(old TRP policies)
- 12 units existing (9 1-BR and 3 2-BR), new development will be 108 units of secured market rental
- 3 tenants moved in after the DE application came in and are not eligible for the Plan (all in 1 BR units)

Plan Summary(confirmed in letter to tenants April 28/16):

- Minimum 2 months' notice
- 2 months free rent
- Reimbursement of receipted moving expenses within Metro Vancouver
- Assistance in finding alternate accommodations as available at any of our portfolio nearby buildings, into an equivalent/similar unit as they are currently renting, for the same rent value during the term equivalent to the building construction. As per TRP landlord has 3 buildings in the area (see link below); tenant will have option to commit to a bigger unit, price to be negotiated.
- Right of first refusal to move back into an equivalent/similar unit the new building, upon completion, for the same rent amount during a two(2) year term

<http://relianceproperties.ca/residential>

Wendy – let me know if you have anything to add here. Edna will be joining you guys tomorrow from housing.

Thanks.

Andrea

From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]
Sent: Tuesday, October 18, 2016 4:52 PM
To: Naundorf, Daniel
Cc: LeBreton, Wendy; Cho, Edna; Jon Stovell; Lynn Luong
Subject: RE: 1188 Bidwell Street Tenant relocation
Importance: High

Daniel,

I can see that there is certainly a miscommunication in the process and we are the first ones committed to fulfill submitted Tenant relocation Plan.

We should schedule a meeting (or conversation) to provide direct clarification on actions and be able to share ongoing process.

Please advise on viability to conduct so.

Thanks,

JUAN G. PEREIRA PROJECT MANAGER

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From: Naundorf, Daniel [mailto:daniel.naundorf@vancouver.ca]

Sent: Tuesday, October 18, 2016 2:44 PM

To: Juan Pereira

Cc: LeBreton, Wendy; Cho, Edna

Subject: 1188 Bidwell Street Tenant relocation

Juan,

We have been receiving calls of concern from tenants regarding the implementation of your tenant relocation plan, who have indicated to us that they are being directed to accept unit types different from what they currently occupy and outside of the West End within the Reliance properties portfolio, and that for options outside of Reliance properties, they are being advised to look at Kijiji and Craigslist to find something suitable.

This is not what the Tenant Relocation and Protection Guidelines contemplates with respect to assisting tenants who request assistance to find new accommodation.

We request that you engage with the tenants in a dialogue that seeks to address their concerns and accommodation needs.

A condition of the Development Permit is the completion of a satisfactory Tenant Relocation Plan. While we have accepted the draft plan, it's clear to us that there are issues with its implementation. Issuance of the permit is on hold until we are satisfied that none of the tenants are facing tenancies that are not financially or otherwise unviable to them or are unsuitable to their basic accommodation needs. Council is very concerned about the outcomes with projects which result in the redevelopment of what is affordable rental stock. It is critical that this be well managed.

If assisting tenants in this manner is beyond the scope of your company, we strongly urge you to hire a tenant relocation specialist, which is now becoming standard where many tenants are

involved, to negotiate terms and arrangements suitable to tenants needs and means.

Daniel Naundorf | Housing Planner

Housing Policy and Projects | Housing Delivery and Operations

City of Vancouver

Suite 501| 111 West Hastings Street

Vancouver, BC V6B 1H4

T: 604.871 6198 | F: 604.871.6488

vancouver.ca/housing

From: ["Singh, Sandra" <Sandra.Singh@vancouver.ca>](mailto:Sandra.Singh@vancouver.ca)
To: ["Gillman, Andrea" <Andrea.Gillman@vancouver.ca>](mailto:Andrea.Gillman@vancouver.ca)
["Kuhlmann, Thor" <thor.kuhlmann@vancouver.ca>](mailto:thor.kuhlmann@vancouver.ca)
Date: 2/3/2020 9:14:37 PM
Subject: FW: Davie and Bidwell - Housing Agreement
Attachments: image001.png
Housing Agreement.pdf

For our files

S

From: Jon Stovell [mailto:jons@relianceproperties.ca]
Sent: Friday, January 31, 2020 8:38 AM
To: Singh, Sandra; Johnston, Sadhu
Subject: Davie and Bidwell - Housing Agreement

Hi Sandra / Sadhu

Please see the attached housing agreement for Davie and Bidwell.

See clause 5(a)(iii).

The agreement clearly anticipates that the discount would be for two years.

We also have correspondence with Social Housing and the City Law Department leading up to the executed agreement where the intention of the agreement in this regard was made clear between the parties.

Given the Defamatory activities against Reliance and me personally being undertaken by these tenants and the BCGEU it is critical to us when you are reporting to Council that it is clear that we are meeting and now exceeding with the 20%

option our TRP, and exceeding the City current policies by an immeasurable amount more.

Please confirm this and that you have cleared the TRP conditions for the 1188 Bidwell Occupancy Permit.

Kind regards.



JON STOVELL PRESIDENT

305 - 111 WATER STREET
VANCOUVER, BC CANADA V6B 1A7
D [604 694 8896](tel:6046948896) F [604 683 6719](tel:6046836719)
RELIANCEPROPERTIES.CA



LAND TITLE ACT
FORM C (Section 233) CHARGE

Mar-02-2017 17:27:09.004

CA5851498

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 15 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Aneez Nizar
Devji DHFLVM

Digitally signed by Aneez
Nizar Devji DHFLVM
Date: 2017.03.02
16:58:08 -08'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Michelle Humeny, Paralegal, RICHARDS BUELL SUTTON LLP

Barristers and Solicitors

#700 - 401 West Georgia Street

Vancouver, BC, V6B 5A1

Document Fees: \$71.58

Tel: (604)661-9222

RBS File: 12146-0143

LS-15-07993-002 (Housing Agreement)

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
-
- [PID] [LEGAL DESCRIPTION]

029-936-837

LOT 1 BLOCK 61 DISTRICT LOT 185 GROUP 1 NEW WESTMINSTER
DISTRICT PLAN EPP65842

STC? YES ☐

3. NATURE OF INTEREST

Covenant

CHARGE NO.

ADDITIONAL INFORMATION

Entire Instrument

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No.(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

RELIANCE PROPERTIES LTD. (INC. NO. BC0781211)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

BRITISH COLUMBIA

V5Y 1V4

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

ANEEZ N. DEVJI

Barrister & Solicitor

RICHARDS BUELL SUTTON LLP
700 - 401 WEST GEORGIA STREET
VANCOUVER, B.C. V6B 5A1
TEL: (604)682-3664

Execution Date		
Y	M	D
17	02	24

Transferor(s) Signature(s)

RELIANCE PROPERTIES LTD., by
its authorized signatory(ies):

Print Name: Jon Stovell

Print Name:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

PAGE 2 of 15 PAGES

Officer Signature(s)

STEPHEN HAYWARD

453 WEST 12TH AVENUE
VANCOUVER, B.C. V5Y 1V4
BARRISTER & SOLICITOR

Execution Date

Y	M	D
17	02	27

Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER by its
authorized signatory:

Andrew Francis

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
1188 BIDWELL STREET

WHEREAS:

A. It is understood and agreed that this instrument and Agreement shall be read as follows:

- (i) the Transferor, RELIANCE PROPERTIES LTD., is called the "Owner" as more particularly defined in Section 1.1; and
- (ii) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity, and "Vancouver" when referring to geographic location;

B. The Owner is the registered and beneficial owner of the Lands;

C. The Owner applied under Development Application number DE419087 (the "Development Permit Application") to develop a 22 storey mixed-use building comprised of 108 secured market rental housing units (on the 2nd to 22nd floors), and three retail units on the first floor, all over 4 levels of underground parking with access off the lane;

D. The Development Permit Application was approved by the City's Development Permit Board subject to, among other things, fulfillment of the condition that the Owner enter into a housing agreement with the City to secure as rental housing all residential units in the Building for the longer of 60 years or the life of the Building and on the other terms and conditions set out in the City's "prior-to DE" letter of September 9, 2015 to the Owner, such housing agreement to be enacted by by-law pursuant to Section 565.2 of the *Vancouver Charter* (the "Rental Housing Condition"); and

E. The Owner and the City are now entering into this Agreement to satisfy the Rental Housing Condition.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, pursuant to Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the Building:

ARTICLE 1
DEFINITIONS AND INTERPRETATIONS

1.1 Definitions. In this Agreement the following terms have the definitions now given:

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) "Building" means any new building or structure built on the Lands as

contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;

- (c) **"Building Permit"** means any building permit issued by the City authorizing the building of the Building as contemplated by the Development Permit;
- (d) **"Chief Housing Officer"** means the person appointed from time to time as the City's Chief Housing Officer and his/her successors in function and their respective nominees;
- (e) **"City Manager"** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (f) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (g) **"Commencement Date"** means the date as of which this Agreement has been executed by all parties to it;
- (h) **"Development"** means the development on the Lands described in Recital C and approved by the Development Permit;
- (i) **"Development Permit"** means a development permit issued by the City means a as a result of the Development Permit Application;
- (j) **"Development Permit Application"** has the meaning ascribed to that term in Recital C;
- (k) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (l) **"Eligible Tenants"** means the tenants who are listed as residents in the applicant's Tenant Relocation Plan in any of the existing units that will be demolished if the development contemplated by the Development Permit proceeds and are identified in the Tenant Relocation Plan as eligible for the benefits set out therein, and **"Eligible Tenant"** means any one of them;
- (m) **"Housing Unit"** means a self-contained residential unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (n) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250;
- (o) **"Lands"** means the lands described in Item 2 in the Form C attached hereto, and includes any lots or parcels into which such land is consolidated or further subdivided;

- (p) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (q) "Managing Director of Social Development" means the chief administrator from time to time of the City's Social Development Department and his/her successors in function and their respective nominees;
- (r) "Moving Expenses" means receipted moving expenses (whether for moving out and/or moving back in) to a maximum of \$750 for each per unit occupied by Eligible Tenants;
- (s) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of the Building or any other development or partial development on the Lands contemplated by the Development Permit;
- (t) "Owner" means the Transferor, Reliance Properties Ltd., and all assigns, successors and successors in title to the Lands or any part thereof;
- (u) "Related Person" means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act* (British Columbia)), then a Related Person is:
 - A. an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - B. the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (v) "Rental Housing" means a Housing Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arms length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (w) "Rental Housing Condition" has the meaning ascribed to that term in Recital D;
- (x) "Rental Housing Units" has the meaning ascribed to that term in Section 2.1(c);

- (y) "Replacement Rental Housing Unit" has the meaning ascribed to that term in section 2.1(c) and "Replacement Rental Housing Units" means all of such units;
- (z) "Residential Tenancy Act" means the *Residential Tenancy Act* S.B.C. 2002, c. 78;
- (aa) "Returning Tenants" means the Eligible Tenants who accept the Owner's offer to relocate to the Building after its completion, and "Returning Tenant" means any one of them;
- (bb) "Tenant Relocation Plan" means the Owner's Tenant Relocation Plan as approved by the Managing Director of Social Development (as successor in function to the Chief Housing Officer);
- (cc) "Tenant Relocation Report" means a report which outlines the names of Eligible Tenants; indicates the outcome of their search for alternate accommodation; summarizes the total monetary value given to each Eligible Tenant (moving costs, rent and any other compensation); and includes a summary of all communication provided to the Eligible Tenants prior to issuance of that Report (i.e., prior to Building Permit in the case of the interim Report and prior to final Occupancy Permit in the case of the final Report);
- (dd) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the Building; and
- (ee) "Vancouver Charter" means the *Vancouver Charter* S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement 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 Agreement or any of the provisions hereof.

- (d) References. References to the or this “**Agreement**” and the words “**hereof**” “**herein**” and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) if it carries out any development on the Lands after the Commencement Date, it will construct, fit and finish, at its sole cost and expense, the Building containing commercial/retail units at grade and Housing Units on floors 2 to 22 above, and related amenity and parking spaces, in accordance with this Agreement, the conditions of the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) when the Building is completed and an Occupancy Permit issued and thereafter throughout the Term, all Housing Units will be used only for the purpose of providing Rental Housing (the “**Rental Housing Units**”), and if the Building is destroyed or demolished before the end of the 60th anniversary of the date when the final Occupancy Permit is issued for the Building, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Housing Units as the Building formerly contained, which replacement Housing Units will also be used only for the

purpose of providing Rental Housing (each such replacement Housing Unit hereinafter referred to as a "**Replacement Rental Housing Unit**"), in accordance with the terms of this Agreement and the applicable by-laws of the City;

- (d) when the Building is completed and an Occupancy Permit issued and thereafter throughout the Term, the Rental Housing Units (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) will only be rented on a month-to-month or longer basis, and in no case for less than at least 30 consecutive days except for the month of February;
- (e) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement as contemplated by Section 10.9;
- (f) throughout the Term, it will not suffer, cause or permit the Lands or the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (g) throughout the Term, any sale of a Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(e), and any subdivision in contravention of Section 2.1(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (h) throughout the Term, it will insure, or cause to be insured, the Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (i) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Rental Housing Units (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) or any part of any thereof are/is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred; and
- (j) prior to the issuance of the Development Permit the Owner will provide to the General Manager of Social Housing, in form and contents satisfactory to the General Manager of Social Housing, a notarized declaration which demonstrates that each Eligible Tenant has been given written notice of the Owner's intent to redevelop the property; that indicates the number of units occupied on the

date of the notice; and includes copies of a letter addressed to each Eligible Tenant summarizing the Tenant Relocation Plan offer and signed as received by each Eligible Tenant.

ARTICLE 3 RETURNING TENANTS

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the Building, that:
- (a) it will provide all Eligible Tenants with a right of first refusal to occupy a Rental Housing Unit in the Building following issuance of the Occupancy Permit, based on length of occupancy and with a starting rent as set forth in the Tenant Relocation Plan;
 - (b) it will provide all Eligible Tenants with the notice, rent allowance, Moving Expenses and assistance and other benefits and assistance set out in the Tenant Relocation Plan; and
 - (c) it will in all other respects comply with and fulfill the terms and conditions set out in the Tenant Relocation Plan.

ARTICLE 4 BUILDING PERMIT RESTRICTION ON THE LANDS

- 4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the Building, that:
- (a) the Owner will not apply for any Building Permit, and will take no action, directly or indirectly, to compel the issuance of any Building Permit, until such time as the Owner has delivered, to the Managing Director of Social Development (as successor in function to the Chief Housing Officer), an interim Tenant Relocation Report in form and contents satisfactory to the Managing Director of Social Development; and
 - (b) the City will be under no obligation to issue any Building Permit, notwithstanding compliance by the Owner with all other prerequisites to the issuance of a Building Permit, until such time as the Owner has complied with Section 4.1(a).
- 4.2 Without limiting the general scope of Article 8, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Building Permit for the Building until there is compliance with the provisions of this Article 4.

ARTICLE 5 OCCUPANCY RESTRICTION ON THE LANDS

- 5.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the Building, that:

- (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the Building, and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the Building, until such time as the Owner has delivered, to the Managing Director of Social Development (as successor in function to the Chief Housing Officer), , in form and substance satisfactory to the Managing Director of Social Development:
 - (i) proof of the insurance, consistent with the requirements of Section 2.1(h), is in force and effect;
 - (ii) confirmation that the Tenant Relocation Plan has been complied with;
 - (iii) particulars regarding Returning Tenants including the unit number and type to be occupied by each and the starting rent that will be payable for same for a period of not less than two years, together with evidence substantiating the rent discount; and
 - (iv) a final Tenant Relocation Report; and
- (b) the City will be under no obligation to issue any Occupancy Permit for the Building or any part thereof, notwithstanding completion of construction of the Building until such time as the Owner has complied with Section 5.1(a).

- 5.2 Without limiting the general scope of Article 8, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit for the Building until there is compliance with the provisions of this Article 5.

ARTICLE 6 RECORD KEEPING

- 6.1 The Owner will keep accurate records pertaining to the use, rental rates charged and occupancy of/for the Rental Housing Units, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

ARTICLE 7 ENFORCEMENT

- 7.1 This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it shall be entitled to court costs on a solicitor and own client basis.

ARTICLE 8 RELEASE AND INDEMNITY

- 8.1 Release and Indemnity. Subject to Section 8.2, the Owner hereby:

- (a) releases and discharges the City and all City Personnel from all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:

- (i) by reason of the City or City Personnel:

- A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the Building or any part thereof;
 - B. withholding any permit pursuant to this Agreement; or
 - C. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or

- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:

- (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
 - (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.

The indemnities in this Article 8 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

8.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 8.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.

- (b) Section 8.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 8.2(a) in the following circumstances:
- (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 8.2(b); and

- (c) Regardless of whether the claim is being defended under Section 8.2(a) or Section 8.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

- 8.3 Survival of Release and Indemnities. The release and indemnities in this Article 8 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 9 NOTICES

- 9.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, shall be in writing and shall be given by registered mail or personal delivery, addressed as follows:

- (a) If to the City:

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: City Clerk, with concurrent copies to the Managing Director of Social Development and the Director of Legal Services

(b) If to the Owner:

Reliance Properties Ltd.
305 - 111 Water Street
Vancouver, British Columbia
V6B 1A7

Attention: President

and any such notice, demand or request will be deemed given:

- (c) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third day after it was mailed, except when there is a postal service disruption during such period, in which case delivery will be deemed to be completed upon actual delivery of the notice, demand or request; and
- (d) if personally delivered, on the date when delivered,

or to such other address in Canada as either party may specify in writing to the other party in the manner described above, provided that if and when the owner of the Land or any part thereof should change, in the absence of any such specification, then to the address as set out in the State of Title Certificate for that particular parcel of land.

ARTICLE 10 MISCELLANEOUS

- 10.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated, subject to Article 3.
- 10.2 Enurement. This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.
- 10.3 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.
- 10.4 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders

and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

- 10.5 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 10.6 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands.
- 10.7 Priority of Registration. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
 - (c) which the Director of Legal Services has determined, in her/his sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 10.8 Further Assurances. Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 10.9 Transfer of Lands. The Owner covenants and agrees with the City that concurrent with any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, strata corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, strata corporation, partnership or entity and deliver to the City a duly executed acknowledgement, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, strata corporation, partnership or entity. Provided any such purchaser/transferee enters in to an assumption agreement as provided in this Section 10.9, the selling/transferring

Owner shall not be bound by the continuing obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed.

10.10 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:

- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
- (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
- (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
- (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

IN WITNESS WHEREOF the parties have executed this Agreement on the Land Title Act Forms which are a part hereof.

END OF DOCUMENT

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 15 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Michelle Humeny, Paralegal, RICHARDS BUELL SUTTON LLP
 Barristers and Solicitors
 #700 - 401 West Georgia Street
 Vancouver, BC, V6B 5A1

Tel: (604)661-9222
 RBS File: 12146-0143
 LS-15-07993-002 (Housing Agreement)

Deduct LTSA Fees? Yes ☒2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

029-936-837 LOT 1 BLOCK 61 DISTRICT LOT 185 GROUP 1 NEW WESTMINSTER
DISTRICT PLAN EPP65842

STC? YES ☐

3. NATURE OF INTEREST

Covenant

CHARGE NO.

ADDITIONAL INFORMATION

Entire Instrument

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No.(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

RELIANCE PROPERTIES LTD. (INC. NO. BC0781211)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

CITY OF VANCOUVER**453 WEST 12TH AVENUE****VANCOUVER****V5Y 1V4****BRITISH COLUMBIA****CANADA**

7. ADDITIONAL OR MODIFIED TERMS:

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

ANEEZ N. DEVJI
Barrister & Solicitor
RICHARDS BUELL SUTTON LLP
700 - 401 WEST GEORGIA STREET
VANCOUVER, B.C. V6B 5A1
TEL: (604) 682-3664

Execution Date

Y	M	D
17	02	24

Transferor(s) Signature(s)

RELIANCE PROPERTIES LTD., by
its authorized signatory(ies):

Print Name: Jon Stovell

Print Name:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 15 PAGES

Officer Signature(s)

Signature(s) S. Heyward

STEPHEN HAYWARD
453 WEST 12TH AVENUE
VANCOUVER, B.C. V5Y 1V4
BARRISTER & SOLICITOR

Execution Date

Y	M	D
17	02	27

Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER by its
authorized signatory:

OF VANCOUVER by its
Authorized signatory:

Andrew Francis

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT
1188 BIDWELL STREET

WHEREAS:

A. It is understood and agreed that this instrument and Agreement shall be read as follows:

- (i) the Transferor, RELIANCE PROPERTIES LTD., is called the "Owner" as more particularly defined in Section 1.1; and
- (ii) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity, and "Vancouver" when referring to geographic location;

B. The Owner is the registered and beneficial owner of the Lands;

C. The Owner applied under Development Application number DE419087 (the "Development Permit Application") to develop a 22 storey mixed-use building comprised of 108 secured market rental housing units (on the 2nd to 22nd floors), and three retail units on the first floor, all over 4 levels of underground parking with access off the lane;

D. The Development Permit Application was approved by the City's Development Permit Board subject to, among other things, fulfillment of the condition that the Owner enter into a housing agreement with the City to secure as rental housing all residential units in the Building for the longer of 60 years or the life of the Building and on the other terms and conditions set out in the City's "prior-to DE" letter of September 9, 2015 to the Owner, such housing agreement to be enacted by by-law pursuant to Section 565.2 of the *Vancouver Charter* (the "Rental Housing Condition"); and

E. The Owner and the City are now entering into this Agreement to satisfy the Rental Housing Condition.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, pursuant to Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the Building:

ARTICLE 1
DEFINITIONS AND INTERPRETATIONS

1.1 Definitions. In this Agreement the following terms have the definitions now given:

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) "Building" means any new building or structure built on the Lands as

contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;

- (c) **"Building Permit"** means any building permit issued by the City authorizing the building of the Building as contemplated by the Development Permit;
- (d) **"Chief Housing Officer"** means the person appointed from time to time as the City's Chief Housing Officer and his/her successors in function and their respective nominees;
- (e) **"City Manager"** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (f) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (g) **"Commencement Date"** means the date as of which this Agreement has been executed by all parties to it;
- (h) **"Development"** means the development on the Lands described in Recital C and approved by the Development Permit;
- (i) **"Development Permit"** means a development permit issued by the City means a as a result of the Development Permit Application;
- (j) **"Development Permit Application"** has the meaning ascribed to that term in Recital C;
- (k) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (l) **"Eligible Tenants"** means the tenants who are listed as residents in the applicant's Tenant Relocation Plan in any of the existing units that will be demolished if the development contemplated by the Development Permit proceeds and are identified in the Tenant Relocation Plan as eligible for the benefits set out therein, and **"Eligible Tenant"** means any one of them;
- (m) **"Housing Unit"** means a self-contained residential unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (n) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250;
- (o) **"Lands"** means the lands described in Item 2 in the Form C attached hereto, and includes any lots or parcels into which such land is consolidated or further subdivided;

- (p) **"Losses"** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (q) **"Managing Director of Social Development"** means the chief administrator from time to time of the City's Social Development Department and his/her successors in function and their respective nominees;
- (r) **"Moving Expenses"** means receipted moving expenses (whether for moving out and/or moving back in) to a maximum of \$750 for each per unit occupied by Eligible Tenants;
- (s) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of the Building or any other development or partial development on the Lands contemplated by the Development Permit;
- (t) **"Owner"** means the Transferor, Reliance Properties Ltd., and all assigns, successors and successors in title to the Lands or any part thereof;
- (u) **"Related Person"** means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act* (British Columbia)), then a Related Person is:
 - A. an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - B. the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (v) **"Rental Housing"** means a Housing Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arms length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (w) **"Rental Housing Condition"** has the meaning ascribed to that term in Recital D;
- (x) **"Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c);

- (y) "Replacement Rental Housing Unit" has the meaning ascribed to that term in section 2.1(c) and "Replacement Rental Housing Units" means all of such units;
- (z) "Residential Tenancy Act" means the *Residential Tenancy Act* S.B.C. 2002, c. 78;
- (aa) "Returning Tenants" means the Eligible Tenants who accept the Owner's offer to relocate to the Building after its completion, and "Returning Tenant" means any one of them;
- (bb) "Tenant Relocation Plan" means the Owner's Tenant Relocation Plan as approved by the Managing Director of Social Development (as successor in function to the Chief Housing Officer);
- (cc) "Tenant Relocation Report" means a report which outlines the names of Eligible Tenants; indicates the outcome of their search for alternate accommodation; summarizes the total monetary value given to each Eligible Tenant (moving costs, rent and any other compensation); and includes a summary of all communication provided to the Eligible Tenants prior to issuance of that Report (i.e., prior to Building Permit in the case of the interim Report and prior to final Occupancy Permit in the case of the final Report);
- (dd) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the Building; and
- (ee) "Vancouver Charter" means the *Vancouver Charter* S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement 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 Agreement or any of the provisions hereof.

- (d) References. References to the or this “Agreement” and the words “hereof” “herein” and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) if it carries out any development on the Lands after the Commencement Date, it will construct, fit and finish, at its sole cost and expense, the Building containing commercial/retail units at grade and Housing Units on floors 2 to 22 above, and related amenity and parking spaces, in accordance with this Agreement, the conditions of the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) when the Building is completed and an Occupancy Permit issued and thereafter throughout the Term, all Housing Units will be used only for the purpose of providing Rental Housing (the “Rental Housing Units”), and if the Building is destroyed or demolished before the end of the 60th anniversary of the date when the final Occupancy Permit is issued for the Building, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Housing Units as the Building formerly contained, which replacement Housing Units will also be used only for the

purpose of providing Rental Housing (each such replacement Housing Unit hereinafter referred to as a "**Replacement Rental Housing Unit**"), in accordance with the terms of this Agreement and the applicable by-laws of the City;

- (d) when the Building is completed and an Occupancy Permit issued and thereafter throughout the Term, the Rental Housing Units (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) will only be rented on a month-to-month or longer basis, and in no case for less than at least 30 consecutive days except for the month of February;
- (e) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement as contemplated by Section 10.9;
- (f) throughout the Term, it will not suffer, cause or permit the Lands or the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (g) throughout the Term, any sale of a Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(e), and any subdivision in contravention of Section 2.1(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (h) throughout the Term, it will insure, or cause to be insured, the Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (i) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Rental Housing Units (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) or any part of any thereof are/is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred; and
- (j) prior to the issuance of the Development Permit the Owner will provide to the General Manager of Social Housing, in form and contents satisfactory to the General Manager of Social Housing, a notarized declaration which demonstrates that each Eligible Tenant has been given written notice of the Owner's intent to redevelop the property; that indicates the number of units occupied on the

date of the notice; and includes copies of a letter addressed to each Eligible Tenant summarizing the Tenant Relocation Plan offer and signed as received by each Eligible Tenant.

ARTICLE 3 RETURNING TENANTS

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the Building, that:
- (a) it will provide all Eligible Tenants with a right of first refusal to occupy a Rental Housing Unit in the Building following issuance of the Occupancy Permit, based on length of occupancy and with a starting rent as set forth in the Tenant Relocation Plan;
 - (b) it will provide all Eligible Tenants with the notice, rent allowance, Moving Expenses and assistance and other benefits and assistance set out in the Tenant Relocation Plan; and
 - (c) it will in all other respects comply with and fulfill the terms and conditions set out in the Tenant Relocation Plan.

ARTICLE 4 BUILDING PERMIT RESTRICTION ON THE LANDS

- 4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the Building, that:
- (a) the Owner will not apply for any Building Permit, and will take no action, directly or indirectly, to compel the issuance of any Building Permit, until such time as the Owner has delivered, to the Managing Director of Social Development (as successor in function to the Chief Housing Officer), an interim Tenant Relocation Report in form and contents satisfactory to the Managing Director of Social Development; and
 - (b) the City will be under no obligation to issue any Building Permit, notwithstanding compliance by the Owner with all other prerequisites to the issuance of a Building Permit, until such time as the Owner has complied with Section 4.1(a).
- 4.2 Without limiting the general scope of Article 8, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Building Permit for the Building until there is compliance with the provisions of this Article 4.

ARTICLE 5 OCCUPANCY RESTRICTION ON THE LANDS

- 5.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the Building, that:

- (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the Building, and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the Building, until such time as the Owner has delivered, to the Managing Director of Social Development (as successor in function to the Chief Housing Officer), , in form and substance satisfactory to the Managing Director of Social Development:
 - (i) proof of the insurance, consistent with the requirements of Section 2.1(h), is in force and effect;
 - (ii) confirmation that the Tenant Relocation Plan has been complied with;
 - (iii) particulars regarding Returning Tenants including the unit number and type to be occupied by each and the starting rent that will be payable for same for a period of not less than two years, together with evidence substantiating the rent discount; and
 - (iv) a final Tenant Relocation Report; and
 - (b) the City will be under no obligation to issue any Occupancy Permit for the Building or any part thereof, notwithstanding completion of construction of the Building until such time as the Owner has complied with Section 5.1(a).
- 5.2 Without limiting the general scope of Article 8, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit for the Building until there is compliance with the provisions of this Article 5.

ARTICLE 6 RECORD KEEPING

- 6.1 The Owner will keep accurate records pertaining to the use, rental rates charged and occupancy of/for the Rental Housing Units, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

ARTICLE 7 ENFORCEMENT

- 7.1 This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it shall be entitled to court costs on a solicitor and own client basis.

ARTICLE 8 RELEASE AND INDEMNITY

- 8.1 Release and Indemnity. Subject to Section 8.2, the Owner hereby:

(a) releases and discharges the City and all City Personnel from all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:

(i) by reason of the City or City Personnel:

- A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the Building or any part thereof;
- B. withholding any permit pursuant to this Agreement; or
- C. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or

(ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and

(b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:

- (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
- (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.

The indemnities in this Article 8 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

8.2 Conduct of Proceedings.

(a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 8.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.

(b) Section 8.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 8.2(a) in the following circumstances:

- (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
- (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
- (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 8.2(b); and

(c) Regardless of whether the claim is being defended under Section 8.2(a) or Section 8.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

8.3 Survival of Release and Indemnities. The release and indemnities in this Article 8 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 9 NOTICES

9.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, shall be in writing and shall be given by registered mail or personal delivery, addressed as follows:

(a) If to the City:

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: City Clerk, with concurrent copies to the Managing Director of Social Development and the Director of Legal Services

(b) If to the Owner:

Reliance Properties Ltd.
305 - 111 Water Street
Vancouver, British Columbia
V6B 1A7

Attention: President

and any such notice, demand or request will be deemed given:

- (c) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third day after it was mailed, except when there is a postal service disruption during such period, in which case delivery will be deemed to be completed upon actual delivery of the notice, demand or request; and
- (d) if personally delivered, on the date when delivered,

or to such other address in Canada as either party may specify in writing to the other party in the manner described above, provided that if and when the owner of the Land or any part thereof should change, in the absence of any such specification, then to the address as set out in the State of Title Certificate for that particular parcel of land.

ARTICLE 10 MISCELLANEOUS

- 10.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated, subject to Article 3.
- 10.2 Enurement. This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.
- 10.3 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.
- 10.4 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders

and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

- 10.5 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 10.6 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands.
- 10.7 Priority of Registration. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
 - (c) which the Director of Legal Services has determined, in her/his sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 10.8 Further Assurances. Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 10.9 Transfer of Lands. The Owner covenants and agrees with the City that concurrent with any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, strata corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, strata corporation, partnership or entity and deliver to the City a duly executed acknowledgement, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, strata corporation, partnership or entity. Provided any such purchaser/transferee enters in to an assumption agreement as provided in this Section 10.9, the selling/transferring

Owner shall not be bound by the continuing obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed.

10.10 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:

- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
- (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
- (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
- (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

IN WITNESS WHEREOF the parties have executed this Agreement on the Land Title Act Forms which are a part hereof.

END OF DOCUMENT

From: ["Singh, Sandra" <Sandra.Singh@vancouver.ca>](mailto:Sandra.Singh@vancouver.ca)
To: ["Gillman, Andrea" <Andrea.Gillman@vancouver.ca>](mailto:Andrea.Gillman@vancouver.ca)
Date: 2/9/2020 11:46:08 AM
Subject: FW: Davie and Bidwell - TRP Background Documents
Attachments: image001.png
Letter to City of Vancouver re Housing Agreement.pdf
Email from Reliance to City of Vancouver - January 25, 2017.pdf
Email from RBS to City of Vancouver - January 27, 2017.pdf
Email from Hayward to RBS - February 14, 2017.pdf

For our project file

From: Jon Stovell [mailto:jons@relianceproperties.ca]
Sent: Wednesday, February 5, 2020 12:18 PM
To: Singh, Sandra; Johnston, Sadhu
Subject: [EXTERNAL] Davie and Bidwell - TRP Background Documents

Hi Sandra / Sadhu

Please see the attached letter from our Solicitor (who negotiated the housing agreement with your solicitor) together with supporting emails.

With respect we believe these documents clearly support our approach to the TRP.

Given that Vancouver City Councilors have now entered the media claiming that we have not acted in the spirit of the agreement we will have to share this information with them as well.

If you have any documents that evidence some alternate spirit of the agreement please provide them to us.

Kind regards.



JON STOVELL PRESIDENT

305 - 111 WATER STREET
VANCOUVER, BC CANADA V6B 1A7
D [604 694 8896](tel:6046948896) F [604 683 6719](tel:6046836719)
RELIANCEPROPERTIES.CA



RICHARDS
BUELL
SUTTON

Established in 1871

Direct Line: 604.909.9301
E-mail: adevji@rbs.ca
Our File: 12146-0143

February 5, 2020

BY EMAIL: sandra.singh@vancouver.ca

City of Vancouver
453 West 12th Avenue
Vancouver, BC V5Y 1V4

Attention: Sandra Singh, General Manager
Arts, Culture & Community
Services

Dear Ms. Singh

Re: 1188 Bidwell Street, Vancouver, B.C. (the “Property”)

We are counsel to Reliance Properties Ltd. (“**Reliance**”) and we were involved in the negotiation of various agreements relating to Development Application Number DE419087I, including the Housing Agreement registered against title to the Property in the Land Title Office under registration number CA5851498 (the “**Housing Agreement**”).

At the request of Reliance, we are writing to provide you with background on the negotiation of the Housing Agreement.

The Housing Agreement was a prerequisite to the issuance of a development permit with respect to the Property [see item 1.5 of the letter dated September 9, 2015 from the City of Vancouver (Community Planning) to Reliance].

The initial draft of the Housing Agreement was prepared by Mr. Stephen Hayward, lawyer, of the Legal Services Department of the City of Vancouver (“**Hayward**”) and sent to the undersigned for review. Thereafter, there were various emails exchanged between the parties to clarify certain provisions in the draft Housing Agreement. In particular, it was clarified that Reliance was only required to provide discounted rents to “Returning Tenants” (as defined in the Housing Agreement) for a period of two years. This is in accordance with Reliance’s Tenant Relocation Plan, a plan that was cleared by Wendy LeBreton, MES, Project Facilitator with the City of Vancouver and accepted by Daniel Naundorf, Housing Planner with the City of Vancouver. We enclose copies of these emails for your reference.

What is also relevant in these emails is the response from Hayward in his email dated February 14, 2017 confirming that that the section of the Housing Agreement relating to Reliance’s obligation to provide particulars of the discounted rent to the Managing Director of Social Development “relates to the period of time in which the agreed discounted rental rate will apply and not to the “term” of the tenancy.” This makes it clear that the City of Vancouver had no intention of imposing or requiring discounts on rental rates after the expiry of such period (in this case, based on Reliance’s Tenant Relocation Plan, after two years).

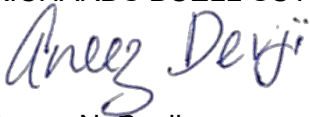
8648456.1

Additionally, it is important to recognize that the legislation in force at the time Housing Agreement was settled permitted landlords of residential units to require tenants to vacate the rental units at the expiry of the fixed term of the tenancy. As a result, it was the understanding and expectation that, as set out in the undersigned's email of January 27, 2017, Returning Tenants would sign two-year fixed term tenancies for discounted rental rates and at the expiry of the two year term, the tenancy agreement would expire and Reliance would be permitted to charge market rents thereafter.

In light of the foregoing, it is evident that the intention of the City of Vancouver and Reliance at the time the Housing Agreement was settled was that the Returning Tenants would only benefit from a rental rate discount for a period of two years and that, after the expiry of such period, no further discount would be applicable.

Yours truly,

RICHARDS BUELL SUTTON LLP



Aneez N. Devji

Law Corporation

\and
Enclosures

cc: Sadhu Johnson, City Manager
Client

Aneez Devji

From: Juan Pereira <juanp@relianceproperties.ca>
Sent: January 25, 2017 8:30 AM
To: Daniel Naundorf
Cc: Michelle Humeny; Aneez Devji; Stephen.Hayward@vancouver.ca; Wendy LeBreton
Subject: Fwd: RELIANCE PROPERTIES LTD. - 1188 Bidwell Street - DE419087 - Housing Agreement [RBS-Active.12146.0143.FID1250728]
Attachments: image005.png; ATT00001.htm; RELIANCE PROPERTIES - Form C Terms (combined) - Housing Agreement (006....pdf; ATT00002.htm

Hi Daniel,

Hope all fine with you on 2017. Couple of items we wanted to clarify to us as follows:

A.- As per below and attached we have had our lawyers working out with CoV Legal department our **Housing Agreement** which is about to be executed.

Some fine tuning is required in the agreement as follows and your confirmation to Legal department is deemed required to clarify and finalize the Housing agreement:

1.- Numeral (1.1.t) The Tenant Relocation definition outlined on the agreement refers to new policy adopted in February 2016.

As per your communication back in August and December 2015 (pasted at the bottom of this email thread and highlighted in **bold**) scenario applicable for 1188 Bidwell St. is slightly different so we would like agreement to reflect Rate of Change guidelines instead and not the new adopted policy.

2.- Numeral (5.1. a iii) the agreement is not explicit in the timing of the rent discount for applicable returning tenants; proposed to read as follows on last sentence: *...together with evidence substantiating the rent discount and term; and...*

3.- Numeral (3.1.b) as to clarify the nature of applicable moving expenses, proposed to read as follows: *It will provide all Eligible Tenants with the notice, rent allowance, moving **out** expenses, and assistance and...*

B.- We have prepared a draft covenant for the HPO exception for the rental condition of the building as part of advancing BP requirements. Can you please outline the protocol for the City to review and approve it. Our lawyers have been told that this is to have BC Housing involved. We appreciate if you are familiar with the process if you can clarify it to us or refer to appropriate contact to work this out.

We appreciate in advance your input in order to advance outlined items A and B above. Let me know if you have any related questions.

Sincerely,

Aneez Devji

From: LeBreton, Wendy <Wendy.Lebreton@vancouver.ca>
Sent: September 21, 2016 2:30 PM
To: 'Juan Pereira'
Cc: Jon Stovell; Lynn Luong; Naundorf, Daniel; Adrian Politano; Charlotte Li
Subject: RE: 1188 Bidwell - DE419087

Hi Juan,

Housing staff has cleared these Tenant Relocation policy materials.

Regards,
Wendy

Wendy LeBreton MES | Project Facilitator II | City of Vancouver
t | 604.871.6796 e | wendy.lebreton@vancouver.ca

From: Juan Pereira [mailto:juanp@relianceproperties.ca]
Sent: Friday, September 16, 2016 6:15 PM
To: LeBreton, Wendy
Cc: Black, Sailen; Jon Stovell; Lynn Luong; Naundorf, Daniel; Adrian Politano; Charlotte Li
Subject: RE: 1188 Bidwell - DE419087
Importance: High

Wendy,

Please discard previously distributed file.

I had missed to include first notification to Tenants dated June 10th, 2015 and I rather have them included in the package.

Please let me know your feedback,
Thanks,



JUAN G. PEREIRA PROJECT MANAGER

From: Juan Pereira [mailto:juanp@relianceproperties.ca]
Sent: Friday, September 16, 2016 6:00 PM
To: 'LeBreton, Wendy'
Cc: 'Black, Sailen'; Jon Stovell; Lynn Luong; 'Naundorf, Daniel'; 'Adrian Politano (APolitano@dialogdesign.ca)'
Subject: RE: 1188 Bidwell - DE419087
Importance: High

Wendy,

Please find attached PDF file compiling Tenant Relocation Plan information.

We have included in the package:

- Tenant Relocation Form (revised from previously submitted along with original application) (1.6).

- Explanation of Eligible – non Eligible Tenants (supporting rent roll information) (1.6 & A1.18).
- Statutory Declaration demonstrating provided notification to eligible Tenants (1.7).
- Notification to Tenants outlining proposed Tenant Relocation Plan (1.8).
- Previous notification to Tenants (1.8).
- Letter with summary of current Eligible Tenants.(A1.18).

Please review as appropriate and confirm need of hardcopy submission (if applicable – outline original documents requirement).

Thanks,



JUAN G. PEREIRA PROJECT MANAGER

From: LeBreton, Wendy [<mailto:Wendy.Lebreton@vancouver.ca>]
Sent: Tuesday, September 6, 2016 10:47 AM
To: 'Juan G. Pereira'
Cc: Black, Sailen; 'Jon Stovell'; 'Lynn Luong'; Naundorf, Daniel; Adrian Politano (APolitano@dialogdesign.ca)
Subject: RE: 1188 Bidwell - DE419087

Juan,

You mentioned below that you have all the materials required for conditions 1.6,7,8,18. Can you please email to me asap? I will respond with staff comments on the prior-to drawings.

Cheers,
Wendy

Wendy LeBreton MES | Project Facilitator II | City of Vancouver
t | 604.871.6796 e | [wendy.lebreton @ vancouver.ca](mailto:wendy.lebreton@vancouver.ca)

From: LeBreton, Wendy
Sent: Monday, August 15, 2016 12:11 PM
To: 'Juan G. Pereira'
Cc: Black, Sailen; Jon Stovell; Lynn Luong; Naundorf, Daniel
Subject: RE: 1188 Bidwell - DE419087

Hi Juan,

Once you have submitted your outstanding prior-to response materials, I will circulate to the appropriate staff. These items will not be cleared until I receive confirmation from staff.

Similarly, I have collected comments and outstanding conditions from staff on the drawings that you submitted back in February (including communication w/ Sailen). Once I receive the outstanding prior-to response materials noted above, I will send you staff comments on the drawings.

To answer your question: yes, City Law dept has received instructions to draft legal agreements.

Heritage requirement is the same as all other prior-to conditions: this must be cleared before the DP can be issued.

Cheers,
Wendy

From: Juan G. Pereira [<mailto:juanp@relianceproperties.ca>]
Sent: Thursday, August 11, 2016 10:17 AM
To: LeBreton, Wendy
Cc: Black, Sailen; Jon Stovell; Lynn Luong
Subject: 1188 Bidwell - DE419087

Hi Wendy,

We are currently getting to clear all additional requirements from Prior to letter apart from already submitted Plan package.

Status/Comments and questions as follows:

- 1.5, A2.1, A2.2, A2.3:

Has Law Dept. received confirmation from Engineering and Planning to finalize agreements with our Solicitor?
Are you aware of current status?

- 1.6, 1.7, 1.8, A1.18:

Complete. Let me know how you want this information to be submitted. I can PDF all info and send it in advance and originals to follow.

- A1.1:

Complete. Let me know if this information has come to you or you need anything from our end. We followed this process up with Sailen at that time.

- A1.2:

In progress. We are finalizing remainder of Heritage Density acquisition. Let me know how critical this is compared to other outlined requirements and if it could follow to the end.

- A2.7:

Please confirm if this has been addressed. If not, please provide us with necessary form and requirements.

Please let me know if you see any other outstanding items non included on above list.

We appreciate you had advanced the review process. Sailen has confirmed no outstanding concerns are in place and all responses have addressed requirement intent.

I appreciate your input to resume and make the last push to get this finalized.

Thanks,



JUAN G. PEREIRA PROJECT MANAGER

Aneez Devji

From: Aneez Devji <ADevji@rbs.ca>
Sent: January 27, 2017 5:32 PM
To: Hayward, Stephen; Michelle Humeny
Cc: Juan Pereira; LeBreton, Wendy; Naundorf, Daniel
Subject: RE: RELIANCE PROPERTIES LTD. - 1188 Bidwell Street - DE419087 - Housing Agreement [RBS-Active.12146.0143.FID1250728]
Attachments: RE: 1188 Bidwell - DE419087 (38.9 KB); Re: 1188 Bidwell Street Tenant relocation (17.8 KB); 2016.09.15_1188 Bidwell St_Tenant Relocation Application Form_final_rev.pdf

Hi Stephen,

We have now heard back from our client with their response to your email below. Please see attached:

1. Tenant Relocation Application Form
2. Confirmation from Wendy LeBreton, MES, Project Facilitator confirming that Housing Staff have cleared these Tenant Relocation policy materials;
3. Confirmation by Housing Department

With respect to item 2 (use of "Term"), on page 16 of the Relocation Application Form, the following is included, which my client understood would limit the period of time the rental discount would apply (and thus, a 2 year term for the tenancy would be applicable with a fixed end/move-out date):

Relocation Plan Components	Draft TRP Details (to be completed with Rezoning or DE application submission)
	Date: Sept. 15, 2016
First Right of Refusal <ul style="list-style-type: none">• Where starting rents are anticipated to be higher than what the tenant currently pays, a discount for any returning tenants should be offered. E.g. 20% off starting rents.• In cases where starting rents are essentially on par with current rents, consider the current rent plus any allowable increases under the RTA during the period of construction as the proposed starting rent.	<ul style="list-style-type: none">• Right of first refusal to move back into an equivalent/similar unit in the New Building, upon completion, for the same rent amount during a two (2) years term as stated on communication to tenants dated April 28th, 2016.• Current offered conditions are deemed to be better due to current rents being low and new building ones are to be significant higher.

With respect to item #3 (moving "out" expenses), on page 15 of the Relocation Application Form, the following is included:

Relocation Plan Components	Draft TRP Details (to be completed with Rezoning or DE application submission)
	Date: Sept. 15, 2016
Moving Expenses <ul style="list-style-type: none"> A moving company may be hired by the applicant, with all arrangements and costs covered A flat rate of \$750 towards moving expenses and reconnection fees is acceptable. 	<ul style="list-style-type: none"> Applicant won't deal directly with the moving arrangements. Reimbursement of receipted moving out expenses within metro Vancouver has been offered to tenants as per Letter to tenants dated April 28th, 2016

Based on the foregoing, we would appreciate if you could consider making the changes to the housing agreement. I am available to discuss further at your convenience.

Regards,
Aneez

Aneez N. Devji, Associate

Direct Tel: 604.909.9301 | Email: adevji@rbs.ca

RICHARDS BUELL SUTTON LLP | Established in 1871

From: Hayward, Stephen [mailto:Stephen.Hayward@vancouver.ca]

Sent: January 26, 2017 3:38 PM

To: Michelle Humeny; Aneez Devji

Cc: Juan Pereira; LeBreton, Wendy; Naundorf, Daniel

Subject: RE: RELIANCE PROPERTIES LTD. - 1188 Bidwell Street - DE419087 - Housing Agreement [RBS-Active.12146.0143.FID1250728]

Michelle/Aneez,

Here is our response:

1. We will delete reference to the Guidelines. Your client's obligations in that regards will be as set out in their Tenant Relocation Plan.
2. We will not add "term" as requested. The rent discount applies as of the commencement of tenancy. Any changes thereafter will be subject to the *Residential Tenancy Act*. There is no "term" to these tenancies. They are not fixed term leases.
3. We will not change "moving expenses" to "moving out expenses". Your client's TRP itself use the term moving expenses, and whatever one calls them, they are and will be as quantified in the TRP, so there is no ambiguity here.

One more thing is that I have removed the requirement for this Agreement to be approved by Housing Agreement By-law. Instead we will rely just on the Section 219 covenant for enforceability. So no further Council approval will be required.

Changes made are as highlighted in the attached black-line.

Stephen Hayward
Lawyer
City of Vancouver
Legal Services Department
#401 - 515 West 10th Avenue
Vancouver, BC, V5Z 4A8
Direct tel: 604-873-7714
Email: stephen.hayward@vancouver.ca

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From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]
Sent: Wednesday, January 25, 2017 8:30 AM
To: Naundorf, Daniel
Cc: Michelle Humeny; Aneez Devji; Hayward, Stephen; LeBreton, Wendy
Subject: Fwd: RELIANCE PROPERTIES LTD. - 1188 Bidwell Street - DE419087 - Housing Agreement [RBS-Active.12146.0143.FID1250728]

Hi Daniel,
Hope all fine with you on 2017. Couple of items we wanted to clarify to us as follows:

A.- As per below and attached we have had our lawyers working out with CoV Legal department our **Housing Agreement** which is about to be executed.

Some fine tuning is required in the agreement as follows and your confirmation to Legal department is deemed required to clarify and finalize the Housing agreement:

1.- Numeral (1.1.t) The Tenant Relocation definition outlined on the agreement refers to new policy adopted in February 2016.

As per your communication back in August and December 2015 (pasted at the bottom of this email thread and highlighted in **bold**) scenario applicable for 1188 Bidwell St. is slightly different so we would like agreement to reflect Rate of Change guidelines instead and not the new adopted policy.

2.- Numeral (5.1. a iii) the agreement is not explicit in the timing of the rent discount for applicable returning tenants; proposed to read as follows on last sentence: *...together with evidence substantiating the rent discount and term; and...*

3.- Numeral (3.1.b) as to clarify the nature of applicable moving expenses, proposed to read as follows: *It will provide all Eligible Tenants with the notice, rent allowance, moving **out** expenses, and assistance and...*

B.- We have prepared a draft covenant for the HPO exception for the rental condition of the building as part of advancing BP requirements. Can you please outline the protocol for the City to review and approve it. Our lawyers have been told that this is to have BC Housing involved. We appreciate if you are familiar with the process if you can clarify it to us or refer to appropriate contact to work this out.

We appreciate in advance your input in order to advance outlined items A and B above. Let me know if you have any related questions.

Sincerely,

Aneez Devji

From: Hayward, Stephen <Stephen.Hayward@vancouver.ca>
Sent: February 14, 2017 1:18 PM
To: Michelle Humeny; Aneez Devji
Cc: Juan Pereira; LeBreton, Wendy; Naundorf, Daniel
Subject: RE: RELIANCE PROPERTIES LTD. - 1188 Bidwell Street - DE419087 - Housing Agreement [RBS-Active.12146.0143.FID1250728]
Attachments: RELIANCE PROPERTIES - Terms only - Housing Agreement and Building Use Co....pdf

Michelle and Aneez,

Please note the further changes we have made to the referenced Agreement.

The point we are trying to make in 5.1(a)(iii) is that it relates to the period of time in which the agreed discounted rental rate will apply and not to the "term" of the tenancy.

Regards,
Stephen Hayward
Lawyer
City of Vancouver
Legal Services Department
#401 - 515 West 10th Avenue
Vancouver, BC, V5Z 4A8
Direct tel: 604-873-7714
Email: stephen.hayward@vancouver.ca

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From: Michelle Humeny [mailto:MHumeny@rbs.ca]
Sent: Monday, February 06, 2017 4:46 PM
To: Aneez Devji; Hayward, Stephen; Michelle Humeny
Cc: Juan Pereira; LeBreton, Wendy; Naundorf, Daniel
Subject: RE: RELIANCE PROPERTIES LTD. - 1188 Bidwell Street - DE419087 - Housing Agreement [RBS-Active.12146.0143.FID1250728]

Hi Stephen,

Any update to our email below? Please let us know if you need anything further from us.

Thank you.

Michelle

Michelle Humeny, Paralegal

DIRECT: 604.661.9222 EMAIL: mhumeny@rbs.ca

RICHARDS BUELL SUTTON LLP700 - 401 West Georgia St., Vancouver, BC, Canada V6B 5A1 | TEL: 604.682.3664 | FAX: 604.688.3830 | RBS.CA

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From: Aneez Devji [<mailto:ADevji@rbs.ca>]

Sent: January 27, 2017 5:32 PM

To: Hayward, Stephen; Michelle Humeny

Cc: Juan Pereira; LeBreton, Wendy; Naundorf, Daniel

Subject: RE: RELIANCE PROPERTIES LTD. - 1188 Bidwell Street - DE419087 - Housing Agreement [RBS-Active.12146.0143.FID1250728]

Hi Stephen,

We have now heard back from our client with their response to your email below. Please see attached:

1. Tenant Relocation Application Form
2. Confirmation from Wendy LeBreton, MES, Project Facilitator confirming that Housing Staff have cleared these Tenant Relocation policy materials;
3. Confirmation by Housing Department

With respect to item 2 (use of "Term"), on page 16 of the Relocation Application Form, the following is included, which my client understood would limit the period of time the rental discount would apply (and thus, a 2 year term for the tenancy would be applicable with a fixed end/move-out date):

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	Date: Sept. 15, 2016
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	Date: Sept. 15, 2016
Moving Expenses <ul style="list-style-type: none"> A moving company may be hired by the applicant, with all arrangements and costs covered A flat rate of \$750 towards moving expenses and reconnection fees is acceptable. 	<ul style="list-style-type: none"> Applicant won't deal directly with the moving arrangements. Reimbursement of receipted moving out expenses within metro Vancouver has been offered to tenants as per Letter to tenants dated April 28th, 2016

Based on the foregoing, we would appreciate if you could consider making the changes to the housing agreement. I am available to discuss further at your convenience.

Regards,
Aneez

Aneez N. Devji, Associate
Direct Tel: 604.909.9301 | Email: adevji@rbs.ca

RICHARDS BUELL SUTTON LLP | Established in 1871

From: Hayward, Stephen [<mailto:Stephen.Hayward@vancouver.ca>]
Sent: January 26, 2017 3:38 PM
To: Michelle Humeny; Aneez Devji
Cc: Juan Pereira; LeBreton, Wendy; Naundorf, Daniel
Subject: RE: RELIANCE PROPERTIES LTD. - 1188 Bidwell Street - DE419087 - Housing Agreement [RBS-Active.12146.0143.FID1250728]

Michelle/Aneez,

Here is our response:

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Changes made are as highlighted in the attached black-line.

Stephen Hayward
Lawyer
City of Vancouver
Legal Services Department
#401 - 515 West 10th Avenue
Vancouver, BC, V5Z 4A8
Direct tel: 604-873-7714
Email: stephen.hayward@vancouver.ca

This e-mail message is confidential and may contain privileged information. Any unauthorized dissemination or use is strictly prohibited. If you are not the intended recipient and have received it in error, please delete it and notify us immediately at 604-873-7512.

From: Juan Pereira [<mailto:juanp@relianceproperties.ca>]
Sent: Wednesday, January 25, 2017 8:30 AM
To: Naundorf, Daniel
Cc: Michelle Humeny; Aneez Devji; Hayward, Stephen; LeBreton, Wendy
Subject: Fwd: RELIANCE PROPERTIES LTD. - 1188 Bidwell Street - DE419087 - Housing Agreement [RBS-Active.12146.0143.FID1250728]

Hi Daniel,
Hope all fine with you on 2017. Couple of items we wanted to clarify to us as follows:

A.- As per below and attached we have had our lawyers working out with CoV Legal department our **Housing Agreement** which is about to be executed.

Some fine tuning is required in the agreement as follows and your confirmation to Legal department is deemed required to clarify and finalize the Housing agreement:

1.- Numeral (1.1.t) The Tenant Relocation definition outlined on the agreement refers to new policy adopted in February 2016.

As per your communication back in August and December 2015 (pasted at the bottom of this email thread and highlighted in **bold**) scenario applicable for 1188 Bidwell St. is slightly different so we would like agreement to reflect Rate of Change guidelines instead and not the new adopted policy.

2.- Numeral (5.1. a iii) the agreement is not explicit in the timing of the rent discount for applicable returning tenants; proposed to read as follows on last sentence: *...together with evidence substantiating the rent discount and term; and...*

3.- Numeral (3.1.b) as to clarify the nature of applicable moving expenses, proposed to read as follows: *It will provide all Eligible Tenants with the notice, rent allowance, moving **out** expenses, and assistance and...*

B.- We have prepared a draft covenant for the HPO exception for the rental condition of the building as part of advancing BP requirements. Can you please outline the protocol for the City to review and approve it. Our lawyers have been told that this is to have BC Housing involved. We appreciate if you are familiar with the process if you can clarify it to us or refer to appropriate contact to work this out.

We appreciate in advance your input in order to advance outlined items A and B above. Let me know if you have any related questions.

Sincerely,

From: "Naundorf, Daniel" <daniel.naundorf@vancouver.ca>
To: "Gillman, Andrea" <Andrea.Gillman@vancouver.ca>
Date: 2/3/2020 11:01:15 AM
Subject: FW: Housing Offer to existing tenants (1188 Bidwell)

This is what I have, from Sept 3 , 2015

It makes no mention of rebate cheques. And mirrors closely the language in the TRP form.

From: Juan Pereira [mailto:juanp@relianceproperties.ca]
Sent: Thursday, September 3, 2015 5:44 PM
To: LeBreton, Wendy
Cc: Jon Stovell; Naundorf, Daniel; Autiero, David
Subject: RE: Housing Offer to existing tenants (1188 Bidwell)
Importance: High

Wendy,

As outlined at the meeting we have had a close approach to the actual Tenants and we have been in the position to offer them as follows:

Temporary Relocation as available to any of our portfolio nearby buildings into an equivalent/similar unit as they are currently renting, for the same rent value during the term equivalent to building construction; Subsequently we have offered the opportunity to opt to move into an equivalent /similar unit on the new development, once completed, for the same rent amount during a two (2) years term.

As discussed, we are in active contact with Eligible Tenants and in particular with a person who roles as their representative; we are in the position of communicating back to her in response to recent correspondence outlining as per above and confirming our already verbal communication to them. So we will ensure this is to take place prior to our scheduled DP Board.

Let me know if you require any further clarification at the moment,

Sincerely,



RELIANCE
PROPERTIES

JUAN G. PEREIRA PROJECT MANAGER

From: LeBreton, Wendy [mailto:Wendy.Lebreton@vancouver.ca]
Sent: September-03-15 4:42 PM
To: Juan Pereira (juanp@relianceproperties.ca)
Cc: Jon Stovell (jons@relianceproperties.ca); Naundorf, Daniel; Autiero, David
Subject: Housing Offer to existing tenants (1188 Bidwell)
Importance: High

Juan, Further to our discussion today, can you please respond (reply-all) with your offer to the existing tenants?

Daniel, today we (Sailen and I) walked through the DP Board report with the applicant. They raised some concern with condition included in the Housing Agreement: *1.5 iv) That at initial occupancy, returning Eligible Tenants will be entitled to rent with a discount of 20% off starting rents.*

Juan and Jon informed us that their initial offer to the tenants may be even better than that, and this may be raised at DP Board on Tuesday. I've asked them to provide us with their offer ahead of DP Board so that you are up to speed on things.

Also, Daniel, could you please provide Juan /Jon with clarity as to where that (iv) clause comes from – i.e. is it in the Rate of Change Guidelines?

Thank you kindly (I'm off tomorrow).

Cheers,
Wendy

Wendy LeBreton, MES
Project Facilitator
Planning & Development Services
p. 604-871-6796
wendy.lebreton@vancouver.ca

From: ["Singh, Sandra" <Sandra.Singh@vancouver.ca>](mailto:Sandra.Singh@vancouver.ca)
To: ["Gillman, Andrea" <Andrea.Gillman@vancouver.ca>](mailto:Andrea.Gillman@vancouver.ca)
Date: 2/9/2020 12:27:02 PM
Subject: FW: Re: 1188 Bidwell / s.22(1)
Attachments: image001.png
LT BCGEU Feb 3, 2020.pdf

For our files

From: Jon Stovell [mailto:jons@relianceproperties.ca]
Sent: Tuesday, February 4, 2020 3:34 PM
To: Singh, Sandra
Cc: Johnston, Sadhu
Subject: [EXTERNAL] Re: 1188 Bidwell / s.22(1)

Hi Sandra

Further to our call please see attached.

We have not posted anything public on social or other.

We are further considering our next steps with the Tenants.

Kind regards.

Jon Stovell

On Tue, Feb 4, 2020 at 2:34 PM Singh, Sandra <Sandra.Singh@vancouver.ca> wrote:

Hi Jon,

This is a quick email` I.m not sure if this is accurate or not, but I have heard that there has been some messaging from you or your Comms team to tenants and the public about the City supporting your approach on 1188 Bidwell / s.22(1).

I just want to clarify that while we did clear the hold, as per below, we do remain disappointed that the resolution offered to these tenants is not consistent with our interpretation of the original TRP language. We do appreciate your addition Option B, but that does not alleviate our disappointment here and hope that you will continue to try to reach an amicable solution with these 3 remaining

tenants. It is important to us that the City's position is represented accurately to the tenants so I will be sending formal correspondence to you to that effect. It should be coming in the next day or two. Please also note that there may also be a public statement from the City that clarifies this position.

If you would like to discuss further, I can be reached at **s.15(1)(l)**.

Sandra

From: Singh, Sandra
Sent: Monday, February 3, 2020 8:47 PM
To: 'Jon Stovell'
Cc: Johnston, Sadhu
Subject: Re: 1770 Davie and 1188 Bidwell

Hi Jon,

Re: Bidwell:

☐ We did advise Council today and are in the process of following up with the three tenants who have now heard that we cleared the hold related to the TRP.

☐ Our message will remain consistent with what I shared with you when we discussed: that we are disappointed that the resolution offered to these tenants is not consistent with our interpretation of the original TRP language. We will note that we appreciate your adding in Option B that would meet the minimum requirement of the 2015 Policy and that we hope that a further amicable resolution may be yet be reached.

Re: 1770 Davie

☐ Thank you for revisiting this offer. We will strongly encourage **s.22(1)** to accept this offer as we think it is reasonable within the context of the TRP and will share that opinion as appropriate.

Sandra

From: Jon Stovell [mailto:jons@relianceproperties.ca]
Sent: Monday, February 3, 2020 1:45 PM
To: Singh, Sandra
Cc: Johnston, Sadhu
Subject: Re: 1770 Davie and 1188 Bidwell

Hi Sandra / Sadhu

Thanks for this.

With respect to Davie and Bidwell will there be further communication with the s.22(1) Tenants from the City?

Also can you advise in any way what has been communicated to Council?

They are still receiving letters from the BCGEU campaign.

We trust that you have informed Council that we have gone over and above policy by offering the 20% option.

With respect to s.22(1) directly to make payment and obtain the necessary releases.

And thanks again for your open communication lines and expeditious decisions

Kind regards.

Jon Stovell

Sent from my iPhone

On Feb 3, 2020, at 1:35 PM, Singh, Sandra <Sandra.Singh@vancouver.ca> wrote:

Hi Jon,

Thanks for your patience .I have been in meetings all morning and am catching up with staff. This email can confirm two things for you:

1188 Bidwell: Staff have now completed their review of the documents and have cleared out hold related to the final Tenant Relocation Report. We understand from the Occupancy Clerk that there are still outstanding holds/requirements to work through prior to permit issuance. As none of the original tenants will be returning to 1188 Bidwell as per the documentation provided, I do hope that you will be able to work out an amicable solution with them regarding their tenancies at s.22(1). Staff have been in touch and shared this information with Juan Pereira a few moments ago.

1770 Davie: Thank for considering extending your offer of a buyout payment of s.22(1)

I would like to clarify that in making this

payment, you would not be expected by the City to provide the tenants with any further compensation (either financially or in the form of moving relocation or right of first refusal). We're grateful to you and your team at Reliance for carefully working through the compensation package for these tenants. Please let me know if you are agreeable to this asap so we can respond to the tenants who are asking for an update.

Sandra

Sandra Singh | General Manager
Arts, Culture & Community Services
604.871.6858 | sandra.singh@vancouver.ca
Pronouns: she, her, hers

Assistant: Sarah Pickstone
Phone: (604) 873-7408
E-mail: sarah.pickstone@vancouver.ca

The City of Vancouver acknowledges the unceded homelands of the xʷməθm̓čəm (Musqueam), ḥóḥw 7mesh (Squamish), and ḵḵḵḵḵwíḵ (Tsleil-Waututh) Nations.

From: Jon Stovell [mailto:jons@relianceproperties.ca]
Sent: Monday, February 3, 2020 8:34 AM
To: Singh, Sandra
Cc: Johnston, Sadhu
Subject: Re: [EXTERNAL] 1770 Davie - s.22(1) - More Info. - TRP RESposne

Hi Sandra / Sadhu

I don't think we heard back from 1770 Davie.

For s.22(1) I think we have demonstrated that TRP Process was unfolding in the normal manner by Reside.

s.22(1) was contributory to any delay and these implied early milestones are not in the TRP nor are they realistic. There were months

remaining for us to source alternative accommodation.

That said you did not answer my question from yesterday. If we pay **s.22(1)** our proposed VET amount will the City clear the TRP performance in writing with respect to this Tenant.

On Davie and Bidwell we are putting together some communication that led up to the Housing Agreement and clearly communicated our intent that the discount had a two year limit.

The Tenants are trying to take unfair advantage of the fact the fixed term tenancies are no longer permitted by the Province.

The City needs to also look at the logic of the Tenant's proposition of a discount in perpetuity.

That is not something we would have ever done. It makes no financial sense being many many many times more that what was required by the TRP policies at the time.

And now we have added the 20% option.

Kind regards.

Jon Stovell

On Jan 31, 2020, at 12:39 PM, Singh, Sandra <Sandra.Singh@vancouver.ca> wrote:

Thanks Jon,

Staff will review all of this information. The fundamental challenge here remains that **s.22(1)** expressed interest in relocation support on November 22. We'll review all the documents and additional information you provided yesterday to see if they provide insight for us.

I.m in meetings all morning but will check in with the team about your two files this afternoon and get you an update by end of day today or this weekend.

Sandra

From: Jon Stovell [mailto:jons@relianceproperties.ca]
Sent: Friday, January 31, 2020 8:40 AM
To: Singh, Sandra; Johnston, Sadhu
Subject: Fwd: [EXTERNAL] 1770 Davie - s.22(1) - More Info. - TRP REsposne

More s.22(1) time line.

----- Forwarded message -----

From: Beth Boyle <beth@residecommunityrelations.com>
Date: Fri, Jan 31, 2020 at 7:54 AM
Subject: Re: [EXTERNAL] 1770 Davie - s.22(1) - More Info. - TRP REsposne
To: Jon Stovell <jons@relianceproperties.ca>
Cc: James Tod <james@residecommunityrelations.com>

One more clarifying point:

Between the 22nd and Dec 9 we were coordinating the VET agreements with all tenants, including s.22(1). This was supposed to be agreed to by tenants prior to us searching for units so we knew which direction to take. s.22(1) did not fill this out. We had no indication on the direction to take with relocation for s.22(1) until after the All Tenant Meeting

Sent from my iPhone

On Jan 30, 2020, at 11:30 PM, Jon Stovell
<jons@relianceproperties.ca> wrote:

Thanks Beth.

Sent from my iPhone

On Jan 30, 2020, at 11:24 PM, Beth Boyle

<beth@residecommunityrelations.com> wrote:

Hi Jon

We did not begin searching for units until after the All Tenant Meeting on December 9th. Typically, we do not begin searching for units until we've met with tenants or had a phone call to discuss their needs. In this case, because we were moving quickly, we hosted an all tenant meeting in order to answer questions and encourage tenants to meet with us so we could begin the process. During this meeting the question was raised by many tenants, including s.22(1), around their ability to use Reside if they choose the VET package. We were under the impression that tenants were only covered under the TRP relocation requirements if they chose this package and not the VET. We needed clarification from Reliance as to whether or not they were going to provide tenants our services regardless of them choosing the VET or TRP. This confirmation didn't happen until December 11th (that tenants were able to use Reside's services regardless). s.22(1) did not indicate which option he was choosing at this point. We sent out a letter notifying tenants of this on December 16th and received a call from s.22(1) on December 17th indicating he found an alternate unit. Our search for alternate accommodation began the week of December 17th for all other tenants who expressed interest in our assistance. However, nearly every tenant, including s.22(1) indicated they would be away for the holidays. Sending listings during these weeks would be pointless as tenants were indicating they would not be available to respond.

Additionally, A search for a 5-bedroom unit that falls within CMHC averages, when we only had a 3 bedroom CMHC averages as our guideline, would have proven to require several weeks (if not longer) of searching and collaboration with a tenant.

Please let me know if you require further details.

Cheers!
Beth

Sent from my iPhone

On Jan 30, 2020, at 10:33 PM, Jon Stovell
<jons@relianceproperties.ca> wrote:

Hi Beth

See below.

JS

Sent from my iPhone

Begin forwarded message:

From: "Singh, Sandra"
<Sandra.Singh@vancouver.ca>
Date: January 30, 2020 at 9:06:04 PM PST
To: Jon Stovell
<jons@reliancepr>

[operties.ca](#)>,
"Johnston, Sadhu"
<Sadhu.Johnston@vancouver.ca>,
"Kuhlmann,
Thor"
<thor.kuhlmann@vancouver.ca>
Subject: RE:
[EXTERNAL]
1770 Davie -
s.22(1) - More
Info. - TRP
REsposne

Thanks Jon .

My question was
around what
updates on the
search for units did
Reside provide to
s.22(1) between
Nov 22 when
s.22(1) said he
wanted help and
Dec 17. It does
seem like there
were discussions
between him and
Reside related to
entitlements, but
we are interested
in Reside's work to
find alternate
accommodation
and whether there
were any
communications to
s.22(1) about
that search.

Thanks,

Sandra

From: Jon Stovell
[mailto:jons@relianceproperties.ca]

Sent: Thursday,
January 30, 2020
3:47 PM

To: Singh, Sandra;
Johnston, Sadhu;
Kuhlmann, Thor

Subject: [EXTERN
AL] 1770 Davie -
s.22(1) - More
Info. - TRP
REsposne

**City of
Vancouver
Cybersecurity
WARNING:**

This is an
external email.
Do not click
links or open
attachments
unless you
recognize the
sender and
know the
content is safe.

Hi All

More time
line.

October 31,

2019 - We
sent
Tenants a
courtesy
letter
advising
that we had
all permits,
providing
copies and
that notice
would be
forthcomin
g at the end
of
November.

November
14, 2019 -
We signed
TRP
Contract
with Reside
in advance
of Tenants
receiving
notice.
Reside

began
outreach.

November
22, 2019 -

s.22(1)

advised
Reside he
wanted
assistance.

December
9, 2019 -

s.22(1)

Attended
Tenant
Meeting.

December
17, 2019 -

s.22(1)

advised he
had found
alternate
accommoda
tion.

November

22, 2019 -
Tenants
were given
4 months
(December
to March)
Notice per
RTA on
(this is
when TRP
should start
as dates are
known).

December
21, 2019 -
s.22(1) gave
notice to
vacate
January 31,
2020.

s.22(1) had
found
alternative
accommoda
tion very
early in the
process and

was not
ignored.

Other
details as
provided by
Reside.

Kind
regards.

--

**Error! Filename
not specified.**

JON STOVELL
PRESIDENT

305 - 111 WATER
STREET
VANCOUVER, BC
CANADA V6B 1A7
D [604 694 8896](tel:6046948896) F
[604 683 6719](tel:6046836719)
[RELIANCEPROPER
TIES.CA](http://RELIANCEPROPERTIES.CA)

--

Error! Filename not specified.

JON STOVELL PRESIDENT

305 - 111 WATER STREET
VANCOUVER, BC CANADA V6B 1A7

D 604 694 8896 F 604 683 6719
RELIANCEPROPERTIES.CA



JON STOVELL PRESIDENT

305 - 111 WATER STREET
VANCOUVER, BC CANADA V6B 1A7
D 604 694 8896 F 604 683 6719
RELIANCEPROPERTIES.CA



Claire Immega
D 604 673 7401
cimmega@singleton.com
Our File: TBA

February 3, 2020

BCGEU
4911 Canada Way
Burnaby, BC V5G 3W3

Attention: Jitesh Mistry, General Counsel

Dear Sirs/Mesdames:

Re: Reliance Properties Ltd. - 1170 Bidwell Street

We write in response to your letter of January 31, 2020, and refer herein to the defined terms in our letter of the same date.

First, please be aware that the City of Vancouver has today determined that Reliance has complied with its obligations in the Housing Agreement and Affordable Housing Programs staff have cleared housing-related holds related to the occupancy permit for 1188 Bidwell. The allegations contained in BCGEU's public statements about our clients are patently false, as determined by the City. Reliance reiterates its demand that the Petition and form letter generator be immediately removed from BCGEU's online outlets, and that BCGEU issue a retraction and an apology. Continued defamatory statements from BCGEU, and BCGEU's actions in encouraging the public to continue to defame Reliance are completely inappropriate, and are actionable.

Just today hundreds of emails have been sent to Vancouver City Council from the letter generator on the BCGEU Petition website. Further, BCGEU has been republicizing defamatory statements made by its members and members of the public about our clients on its social media outlets, including Twitter.

In response to your comment about particularization, for clarity any statement that alleges explicitly or by innuendo that Reliance or Mr. Stovell have broken a promise, breached an agreement, or acted in bad faith is defamatory. We are not yet engaged in legal proceedings, and at this time we do not intend to fully particularize the defamatory statements made by BCGEU. Further, we expect that we are not fully aware of the extent of BCGEU's defamatory publications with respect to our clients to the public and to its members, which will come to light in due course.

However, below are some of the particulars of the BCGEU's defamatory statements:

At the Petition web address

https://www.affordablebc.ca/stop_reliance_properties_evictions?utm_campaign=reliance_e2t_w_ave1&utm_medium=email&utm_source=bcgeu, which is published by BCGEU, the headline reads: "Jon Stovell: honour the promises you made".

This statement has the following defamatory meanings, explicitly or by innuendo, without limitation:

- Reliance and Mr. Stovell have broken a promise or promises
- Reliance has breached a contract or an agreement
- Reliance and Mr. Stovell have acted in bad faith
- Reliance has broken the law or otherwise not followed an applicable policy or government requirement

The website goes on to state that Reliance promised to allow former tenants of 1170 Bidwell Street to move into the newly developed property at 1188 Bidwell Street for the same rent, by innuendo in perpetuity. This is false. BCGEU goes on to state that these tenants were offered suites at 1188 Bidwell Street at a "massive rent increase", which is also false, or creates the false impression that Reliance has not complied with its legal obligations, which it has.

The front page of the BCGEU publication website "affordablebc.ca" contains a prominent link to the Petition, previously defined, with the wording "Stop the Reliance Properties Renovictions". This statement alleges that Reliance has engaged in "renovictions" at 1170 Bidwell Street, which is false (please see <https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/ending-a-tenancy/renovictions>). This is not a renovation, and as you know no tenant has to date been evicted (except to be relocated).

In the Petition, which includes a letter generator, BCGEU makes the following statements, while encouraging the public to republish these statements:

Email Subject Line:

Protect tenants from bad faith developers

I support the tenants at **s.22(1)**

you can't trust Reliance Properties

re: keep our communities together

Jon Stovell should keep his promise

[Emphasis added]

The emphasized comments have the following explicit or implicit defamatory meanings, without limitation:

- Reliance and Mr. Stovell have broken a promise or promises
- Reliance has breached a contract or an agreement
- Reliance and Mr. Stovell have acted in bad faith
- Reliance has broken the law or otherwise not followed an applicable policy or government requirement

All of these meanings are false.

The body of the email the Petition provides an email for the public to send to Vancouver City Council that states, among other things that there are “three families facing a massive rent increase”, which is false. In fact, as has been made clear to you, these tenants were offered two years at 1188 Bidwell at the same rent they pay now, plus allowable rental increases under the Residential Tenancy Act, all of which is consistent with the terms of the Housing Agreement, a copy of which you have. These tenants have been made fully aware of the terms of the Housing Agreement, including by letters dated April 28, 2016. As a gesture of goodwill, Reliance subsequently offered these tenants a permanent 20% discount from market rent as an alternative,

As stated above, today the City of Vancouver determined that Reliance has complied with all of the terms of the Housing Agreement and its obligations under the Tenant Relocation Plan for 1170 Bidwell, and Affordable Housing Programs staff have issued housing clearance for the occupancy permit for 1188 Bidwell.

BCGEU has repeatedly publicly accused Reliance of breaching the Housing Agreement and ancillary agreements, and caused hundreds of people to repeat this allegation directly to City Council, which has now been found to be untrue.

BCGEU's actions have caused serious and unfounded harm to Reliance's reputation, and are shocking and egregious. The decision to continue to defame Reliance and Mr. Stovell, and to encourage and provide a platform for the public to do so, after having been provided with the facts underlying this issue is particularly troubling, especially in light of BCGEU's public role. The BCGEU has deliberately, and on notice, damaged the reputation of our clients without foundation and on the basis of falsehoods and misinformation. This is offensive and outrageous conduct.

Reliance repeats its demand that BCGEU immediately delete all social media and other internet posts containing false and defamatory statements, and issue a public retraction and apology for these statements.

Reliance also again demands that BCGEU retract and delete the Petition and send letters of apology and correction to Reliance Properties and Mr. Stovell, letters that should be copied to Vancouver City Council, Premier Horgan, and Minister Robinson.

Yours truly,

Singleton Urquhart Reynolds Vogel LLP

"Claire Immega"

Claire Immega

CSI/CI

From: ["Gillman, Andrea" <Andrea.Gillman@vancouver.ca>](mailto:Andrea.Gillman@vancouver.ca)
To: ["Naundorf, Daniel" <daniel.naundorf@vancouver.ca>](mailto:daniel.naundorf@vancouver.ca)
Date: 1/30/2020 8:33:38 AM
Subject: Fwd: [EXTERNAL] RE: 1188 Bidwell - update
Attachments: image001.png
image001 (1).png
image001 (2).png
image001 (3).png
image001 (4).png
image001 (5).png
image002.jpg

Hi Daniel,

Just FYI, there is a bit of info in Juan's email below about the timing of OP and inspections. This isn't quite consistent with what the Occupancy Clerk has said.
Andrea

Sent from my iPhone

Begin forwarded message:

From: Juan Pereira <juanp@relianceproperties.ca>
Date: January 29, 2020 at 6:11:07 PM PST
To: "Gillman, Andrea" <Andrea.Gillman@vancouver.ca>
Cc: Jon Stovell <jons@relianceproperties.ca>, Jonathan Lim <Jonathanl@relianceproperties.ca>
Subject: [EXTERNAL] RE: 1188 Bidwell - update

City of Vancouver Cybersecurity WARNING: This is an external email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Andrea,

To answer your email 2/2:

We are currently evaluating options but certainly puzzled by the intransigent attitude and the massive campaign against us when Tenants don't seem to understand the basics of any Tenant Relocation Plan; they are currently requesting something never envisioned in our accepted TRP. Tenancy at **s.22(1)** was mutually agreed to be a temporary relocation strategy for which we provided a consistent option for Tenants wanting to stay (which certainly was accepted by some). Likely we will be contacting Tenants through our legal counsel outlining our view on how we