

**APPLICATION FOR
TEMPORARY OCCUPATION
OF AN ADDITIONAL DWELLING**

1. Application

In all bylaws of the regional district which permit residential use, whenever an owner wishes to construct an additional dwelling on a parcel which already has the maximum permitted number of dwellings, the owner may make application to the regional district for permission to occupy an existing dwelling during the construction of a new dwelling. It shall be lawful to have an extra dwelling on the parcel simultaneously, provided that the owner first enters into an agreement in a form acceptable to the regional district:

- i) Agreeing to demolish, remove the existing dwelling, or where permitted, to convert it to a non-residential accessory building upon the approved final inspection (of the new dwelling) by the Strathcona Regional District, or two years from the date of the issuance of the building permit of the new dwelling, or at the request of the regional district, whichever event is earlier; and
- ii) Authorizing the regional district to cause the demolition, removal, or conversion if for any reason the owner neglects or refuses to do so within 30 days of being requested to do so.

The provisions of this section shall apply to lands within the Agricultural Land Reserve only to the extent that the policies and regulations of the Provincial Agricultural Land Commission will allow.

2. Performance Bonding

A performance bond in the amount of \$5,000 is required. There are two options for the performance bond to ensure compliance:

- i) A restrictive covenant pursuant to the *Land Title Act* is to be registered as a “rent charge” on the land title of the subject property. The amount of the rent charge shall be \$5,000.
- ii) A notarized Letter of Agreement signed by the property owner(s), and an irrevocable letter of credit (ILOC) or in a form satisfactory to the regional district, as approved by the manager of financial services. If an ILOC is chosen, it shall be effective for the term of the permit, shall be automatically renewable unless cancelled, and shall be redeemable locally.

3. Processing

- i) Following receipt of a satisfactory performance bond, the building services will initiate or continue the building permit application.
- ii) When the property owner(s) has complied with the provisions of the covenant or Letter of Agreement, the owner(s) is required to contact the building services for a site inspection.
- iii) Once the provisions or terms are confirmed by the building official, the performance bond will be released. The “rent charge” will be authorized for removal from the land title, the ILOC will be returned to the financial institution, or the bond will be returned to the payee.

AGREEMENT

Signed this ____ day of _____, 20__

Between:

the "Grantor"(s)

And

**Strathcona Regional District
301 – 990 Cedar Street
Campbell River BC V9W 7Z8**

the "Grantee"

W H E R E A S :

A. The Grantors are the registered owner(s) in fee simple of:

LEGAL DESCRIPTION: _____

PARCEL IDENTIFIER (PID): _____

FOLIO: _____

CIVIC ADDRESS: _____

hereinafter called the "Land"

B. The Grantee is Strathcona Regional District.

C. The Grantor wishes to construct on the Land an additional single-family dwelling when there already exists on the Land the maximum number of single-family dwellings permitted by Bylaw No. *(insert name of applicable zoning bylaw)*

NOW THEREFORE, in consideration of payment of the sum of ONE (\$1.00) DOLLAR to the Grantor by the Grantee, and in consideration of the premises and the covenants herein contained and for other valuable consideration, receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto covenant and agree with the other as follows:

Strathcona Regional District

The Grantor shall not use the Land nor permit the Land to be used for any use other than that as permitted by Bylaw.

1. After the Grantee has issued final building inspection approval for the new single-family dwelling on the Land, the single-family dwelling already existing on the Land must be (choose one option):
 - demolished,
 - removed, or
 - converted to another type of structure
 to comply with Strathcona Regional District bylaws.
3. a) As security for the performance of the Grantor's obligations under this Agreement, the Grantor grants to the Grantee a security in a form acceptable to the Regional District in the amount of \$5,000.00.
 - b) The Grantee may use the security only if the Grantor is in breach of any provision of this Agreement and has not cured the breach, or is not diligently proceeding to cure the breach, within 60 days after the notice to cure was given by the Grantee.
 - c) Enforcement of the security by the Grantee does not limit or prevent either or both Grantee from enforcing any other remedy or right that the Grantee may have against the Grantor.
4. The Grantor and the Grantee agree that the enforcement of this agreement shall be entirely within the discretion of the Grantee and that the execution and registration of this covenant against the title to the Land shall not be interpreted as creating any duty on the part of the Grantee to the Grantor or to any other person to enforce any provision or the breach of any provision of this agreement.
5. Nothing contained or implied herein shall prejudice or affect the rights and powers of the Grantee in the exercise of its functions under any public or private statutes, bylaws, orders, and regulations, all of which may be fully and effectively exercised in relation to the Land as if the Agreement had not been executed and delivered by the Grantor.
6. It is mutually understood, acknowledged, and agreed by the parties hereto that the Grantee has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Grantor other than those contained in this agreement.
7. The Grantor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this agreement.
8. The Grantor shall pay the legal fees of the Grantee in connection with the preparation and registration of this agreement.

- 9. The Grantor covenants and agrees for itself, its heirs, executors, successors, and assigns, that it will at all times perform and observe the requirements and restrictions hereinbefore set out and they shall be binding upon the Grantor as personal covenants only during the period of its respective ownership of any interest in the said land.
- 10. The restrictions and covenants herein contained shall be covenants running with the Land and shall be perpetual and shall continue to bind all of the Lands when subdivided and shall be registered in the Victoria Land Title Office pursuant to Section 219 of the *Land Title Act* as covenants in favour of the Grantee as a first charge against the Land.
- 11. This agreement shall ensure to the benefit of the Grantee and shall be binding upon the parties hereto and their respective heirs, executors, successors and assigns.
- 12. Wherever the expressions "Grantor" and "Grantee" are used herein, they shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

IN WITNESS WHEREOF the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing the document as attached.

Execution Date

Y M D

The Grantor by its authorized signatory

WITNESS

Execution Date

Y M D

The Grantee by its authorized signatory

WITNESS

Chief Administrative Officer
Strathcona Regional District