CITY OF WHITEHORSE – STANDING COMMITTEES

Monday, November 2, 2020 – 5:30 p.m.

Council Chambers, City Hall

CALL TO ORDER

ADOPTION OF AGENDA

PROCLAMATIONS

DELEGATE SUBMISSIONS

CORPORATE SERVICES COMMITTEE

- 1. Council Grant Yukon Cares
- 2. Lease Agreement Accommodation Space
- 3. Quarterly Reports For Information Only
- 4. New Business

CITY PLANNING COMMITTEE

- 1. Zoning Amendment 1308 Centennial Street
- 2. New Business

CITY OPERATIONS COMMITTEE

1. New Business

COMMUNITY SERVICES COMMITTEE

New Business

PUBLIC HEALTH AND SAFETY COMMITTEE

- 1. Christmas Food for Fines Program
- 2. New Business

DEVELOPMENT SERVICES COMMITTEE

CITY OF WHITEHORSE CORPORATE SERVICES COMMITTEE



Council Chambers, City Hall

Chair: Stephen Roddick Vice-Chair: Jocelyn Curteanu

November 2, 2020 Meeting #2020-23

1. Council Grant - Yukon Cares

Presented by Director Jeff O'Farrell

- Lease Agreement Accommodation Space
 Presented by Acting Director Lindsay Schneider
- Quarterly Reports For Information Only
 Presented by City Manager Linda Rapp
- 4. New Business

<u>ADMINISTRATIVE REPORT</u>

TO: Corporate Services Committee

FROM: Administration **DATE**: November 2, 2020

RE: Council Grant – Yukon Cares

ISSUE

Request for transit and Canada Games Centre passes for a refugee family

<u>REFERENCE</u>

Fees and Charges Bylaw 2020-32

• Bylaw 2019-26 2020-2022 Operating Budget

HISTORY

Yukon Cares is an independent, grassroots, volunteer-driven humanitarian organization responding to the global refugee crisis through education, advocacy and resettlement of refugees in Yukon. The organization welcomes and supports refugees so that they become more empowered and engaged citizens. Since 2015, Yukon Cares has supported 25 refugees settling in Whitehorse.

Yukon Cares is asking Council for support for a new refugee family of four that arrived from South Africa in March 2020. Originally from the Democratic Republic of the Congo (DRC), they were refugees in South Africa and ultimately requested and were granted asylum in Canada. The family is comprised of a mother and her three children. The specific request is for one complimentary adult monthly transit pass for a 12-month period and three complimentary youth transit passes for a 12-month period.

The request is being made a few months after the family's arrival as the family was following restrictions for Covid-19 and their passes would be put to better use once they could take full advantage of the services and facilities the City has to offer.

The family would be grateful if passes to the Canada Games Centre would also be granted.

In response to previous requests from Yukon Cares, City Council opted to grant two adult transit passes for twelve months in January 2019, as well as 12-month transit passes and a CGC family pass for a refugee family of four in November 2019.

Unfortunately, the last family Yukon Cares requested a grant for was not ultimately able to settle in Whitehorse, thus not accessing their passes. Yukon Cares is hoping the Council will grant this new family approximately the same grant.

November 2, 2020 Page 2 of 2

ALTERNATIVES

- 1. Approve a grant of transit passes for 12 months.
- 2. Approve a grant of transit passes for 12 months and a grant for a 12-month family pass to the Canada Games Centre.
- 3. Do not approve a grant.

ANALYSIS

The total value of the grant for adult transit pass and three youth transit passes for 12 months is \$2,184. The value of a 12-month family pass (one adult) to the Canada Games Centre is \$706.

If these passes are combined (Super-passes), the grant will benefit of an additional 12.5% off the monthly transit passes, reducing the cost of the transit passes to the cost to \$1,911.

Since the inception of Yukon Cares in 2016, the City of Whitehorse has provided the organization with grants to access city services in an amount totalling just under \$16,000.

<u>ADMINISTRATIVE RECOMMENDATION</u>

THAT Council approve a grant of transit passes as well as Canada Games Centre family pass in the amount of \$2,617 funded from the Council donation account.

ADMINISTRATIVE REPORT

TO: Corporate Services Committee

FROM: Administration **DATE**: November 2, 2020

RE: Lease Agreement – Accommodation Space

<u>ISSUE</u>

Entering into a lease agreement to provide temporary accommodation space for incoming staff and consultants from outside the Yukon

REFERENCE

Municipal Act

- Proposed Bylaw 2020-35
- Lease Agreement

HISTORY

The City employed a lease arrangement for temporary City accommodations until 2018 when it ended after an unsuccessful request for proposals process failed to renew or provide an alternate location. The accommodations are used to house new employees or consultants that arrive in the Yukon and require somewhere to stay.

Since 2018, the City has been renting accommodations at various locations depending on the requirements of the guest.

ALTERNATIVES

- 1. Bring forward Bylaw 2020-35 to authorize a lease agreement.
- 2. Refer the bylaw back to administration for further consideration.

ANALYSIS

The City currently has an Administrative Directive on Recruitment and Relocation that offers a 30-day accommodation if negotiated with the incoming staff person. The 30 days can be negotiated for longer and extended if required during the recruitment. This benefit is highly used in our recruitment techniques as accommodations are typically hard to find and have proven even harder through the pandemic as hotels are closed and rates have increased.

The City has recently paid \$3,000 per month for a one-bedroom suite and almost \$8,000 per month for a family accommodation. Having this fully furnished 1,700 square foot townhouse, which would accommodate a family unit, will save the City per month in accommodation costs. The lease would be \$2,900 per month plus electricity and cable/internet.

In the unlikely event that the unit is not occupied, the City could house consultants when they come to the Yukon and perform work. This would also save in the contract price of this consulting work.

Given that the City has issued several requests for proposals with no response in regards to accommodations, administration has been actively approaching landlords who advertised their rentals to determine whether they would be interested in a two-year lease. Most rentals were not willing to furnish or were already spoken for when contacted. This property was just recently posted and the landlord was agreeable to the terms that the City was asking for.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2020-35, a bylaw to authorize a lease agreement with the Landlord for the City's accommodation space at 177 Olive May Way, be brought forward for consideration under the bylaw process.

CITY OF WHITEHORSE

BYLAW 2020-35

A bylaw to authorize a lease agreement for accommodation space

WHEREAS section 265 of the *Municipal Act* (2002) provides that council may pass bylaws for the municipality's acquisition, sale, management, mortgaging, construction, leasing, renting, or any other dealings with any real or personal property, or any interest in land, buildings, or other improvements on land or personal property; and

WHEREAS it is deemed desirable that the City enter into a lease agreement with respect to accommodation space;

NOW THEREFORE the council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

- 1. The City of Whitehorse is hereby authorized to enter into a 24-month lease agreement with Terence Tait for the purpose of leasing approximately 1,700 square feet of accommodation space at 177 Olive May Way.
- 2. The Mayor and Assistant City Clerk are hereby authorized to execute on behalf of the City of Whitehorse the lease agreement attached hereto as Appendix "A" and forming part of this bylaw, and all other documentation necessary to complete the acquisition of the said lease in a timely manner.
- 3. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING: THIRD READING and ADOPTION:		
	Mayor	
	Assistant City Clerk	



TENANCY AGREEMENT

WWW.TERENCETAIT.CA

This Tenancy Agreement accurately reflects the *Residential Landlord and Tenant Act* (RLTA) and accompanying regulation. A landlord and tenant may wish to obtain independent legal advice regarding whether this agreement satisfies their own personal needs.

The words **tenant** and **landlord** in this tenancy agreement have the same meaning as in *RLTA*. In this tenancy agreement, the words **rental unit and residential property** have the same meaning as in the *RLTA*.

RESIDENTIAL TENANCY AGREEMENT BETWEEN:

The LANDLORD: Terence Tail					
ADDRESS OF RENTAL UNIT:					
Maximum number of occupants permitted to live in the rental unit:(if the amount of rent payable varies with the number of occupants, this must be specified)					

APPLICATION OF THE RESIDENTIAL LANDLORD AND TENANT ACT

- The terms of this tenancy agreement and any changes or additions to the terms may not
 contradict or change any right or obligation under the RLTA or a regulation made under
 that RLTA. If a term of this tenancy agreement does not contradict or change such a
 right, obligation or standard term, the term of the tenancy agreement is void
- 2. Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.
- 3. The requirement for an agreement under subsection (2) does not apply to:
 - a) A rent increase given in accordance with the RLTA
 - b) A withdrawal of, or a restriction on, a service or facility in accordance with the RLTA, or
 - c) A term in respect of which a landlord or tenant has obtained a dispute resolution officer's order that the agreement of the other is not required

This tenancy starts on: Length of tenancy: This tenancy is: Month-to-month OR for a fixed length of time (please circle one) Fixed length of time start date: At the end of this fixed length of time: The tenancy may continue on a month-to-month basis OR the tenancy ends and the tenant must move out of the unit. (please circle one) RENT

Payment of Rent: The tenant will pay the rent of $\frac{290}{}$ each month to the landlord on the first day of the rental period which falls on the 1^{st} day of each month, subject to rent increases given in accordance with the RLTA. Tenant must pay the rent on time. If the rent is late, the landlord may issue a notice to end the tenancy to the tenant, which will take effect not earlier

than 14 full days after the date the notice is given.

What is included in the rent: The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement

Water	☐ Electricity	Heat	Laundry	Parking for 2 Vehicles
Stove	Oven	Internet	Fuel	Furniture Dishwasher
Cable	☐ Wood	Carpet sto	orage	Garbage collection
Refrigera	itor	Snow rem	noval	

Monthly rent payments may be paid by post-dated cheque or etransfer at:

monthly reme payments may a	se paid by post dated eneque of ette	morer ac.	
	Please set the security question to		and make
the answer	•		

SECURITY DEPOSIT

The tenant(s) is required to pay a security deposit of \$ 2900 by oc T 30 2020

The landlord agrees:

- a) That the security deposit must not exceed the first month's rent payable for the residential property,
- b) To keep the security deposit during the tenancy and pay interest on it in accordance with the regulations, and
- c) To repay the security deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless
 - I. The tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or

- II. The landlord applies for dispute resolution under the RLTA within 15 days of the end of the tenancy agreement to claim some or all of the security deposit
- 1. The 15 day period starts on the later of
 - a) The date the tenancy ends, or
 - b) The date the landlord receives the tenant's forwarding address in writing
- 2. If a landlord does not comply with the above sections
 - a) May not make a claim against the security deposit, and
 - b) Must pay the tenant the amount of the security deposit
- 3. The tenant may agree to use the security deposit and interest as rent <u>only</u> if the landlord gives written consent

UTILITIES

The tenant shall create accounts under their	r own name and pay for the following utilities in full:
ELECTRICITY	The tenant shall pay for all charges
respecting the tenant's occupation and use	of the premises from the commencement date until
the return of the premises to the landlord o	n the tenancy end date.

PETS

Any term in this tenancy agreement that prohibits, or restricts the size of, a pet that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the *Human Rights Act*. (Example: Service animals)

CONDITION INSPECTIONS

- 1. In accordance with section 22 of the *RLTA*, the landlord and tenant must inspect the condition of the rental unit together.
 - a) At the start of the tenancy, and
 - b) At the end of the tenancy
- 2. The landlord and tenant may agree on a different day for the condition inspection.
- 3. The right of both the tenant and the landlord to claim against a security deposit for damage to the residential property may be extinguished if the party does not comply with the *Residential Landlord Tenant Act*.

PAYMENT OF RENT

1. The tenant must pay the rent in full and on time, unless the tenant is permitted under the RLTA to deduct from the rent. If the rent is unpaid, the landlord may serve written notice to end a tenancy on the tenant, which may take effect not earlier than 14 days after the date the tenant receives the notice

- 2. The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made in accordance with the Residential Landlord Tennant Act.
- 3. The landlord must give the tenant a receipt for rent paid in cash
- 4. The landlord <u>must</u> return to the tenant on or before the last day of tenancy any postdated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any postdates cheques for rent to the tenant when the tenant provides a forwarding address in writing.

RENT INCREASE

- 1. Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment.
- 2. A landlord must give a tenant 3 full months notice, in writing, of a rent increase. (for example, if the rent is due on the 1st of the month and the tenant is given notice any time in February, including February 1st, there must be 3 full months before the increase begins. In this example, the months are March, April, and May, so the increase would begin on June 1)

ASSIGN OR SUBLET

- The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. The tenant must give one month notice. The landlord must not unreasonably withhold consent. Under an assignment a new tenant must assume all of the rights and obligations under the existing tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.
- 2. If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for dispute resolution with the Residential Tenancies Office.

MAXIMUM NUMBER OF OCCUPANTS

The maximum number of occupants must be clearly stated in the tenancy agreement. If the amount o rent payable varies with the number of occupants, this must also be specified.

1. The landlord's obligations:

- a) The landlord must provide the residential property in a reasonable state of repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
- A tenant should notify the landlord if any repairs are required and has a duty to mitigate any damage to the property (such as taking steps to minimize damage in case of emergencies)
- c) If the landlord is required to make repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may seek an order from the RTO for the completion and cost of the repair.

2. The tenant' obligations:

- a) The tenant must maintain reasonable health, cleanliness, and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair the damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.
- b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may seek a monetary order through dispute resolution for cost of repairs, serve a notice to end a tenancy, or both.

Emergency repairs:

- a) The landlord must post and maintain in a conspicuous place on the residential property, or give the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.
- b) If emergency repairs are required, the tenant must make at least 2 attempts to telephone the designated contact person, and then give the landlords reasonable time to complete the repairs.
- c) If the emergency repairs are still required, the tenant may reasonably undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.
- d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and includes
 - i. Major leaks in pipes or the roof
 - ii. Damaged of blocked water or sewer
 - iii. The primary heating system
 - iv. Damaged or defective locks that give access to a rental unit, or
 - v. The electrical systems

OCCUPANTS AND GUESTS

- 1. The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.
- 2. The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.
- 3. If the number of occupants in the rental unit exceeds the maximum number, the landlord may discuss the issue with the tenant and may serve a notice to end tenancy.

LOCKS

- 1. The landlord must not change locks or other means of access to a rental unit unless the landlord provides each tenant with new keys or other means of accessing the residential property.
- 2. The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.
- 3. The tenant must not change locks or other means of access to:
 - a) Common areas of residential property, unless the landlord consents to the change, or
 - b) His or her rental unit, unless the landlord consents in writing to, or a dispute resolution officer has ordered the change.

LANDLORD'S ENTRY INTO RENTAL UNIT

- 1. For the duration of the tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit.
- 2. The landlord may enter the rental unit only if one of the following applies:
 - a) At least 24 hours and not more than 7 days before the entry, the landlord gives the tenant a written notice which states
 - i. The purpose for entering, which must be reasonable, and
 - ii. The date and the time of the entry, which must be between 8 a.m. and 8 p.m. unless the tenant agrees otherwise;
 - b) There is an emergency and the entry is necessary to protect life or property;
 - c) The tenant gives the landlord permission to enter at the time of entry or not more than 7 days before the entry;
 - d) The tenant has abandoned the rental unit;
 - e) The landlord has an order from the RTO or court order saying the landlord may enter the rental unit:
 - f) The landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.

ENDING THE TENANCY

1. Either the landlord or the tenant can end a yearly tenancy by serving the other party with a 3 month written notice. The tenant may end a monthly tenancy by giving the landlord at least one month's written notice, whereas the landlord must provide two full

months of notice for the same types of tenancy. A notice must be given no later than the day before rent is due to start the clock for the following rental month.

2. This notice must be in writing and must

Include the address of the rental unit,

- a) Include the date the tenancy is to end,
- b) Be signed and dated by the tenant, and
- c) Include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy
- 3. If this is a fixed term tenancy and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the Residential Landlord and Tenant Act.
- 4. The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.
- 5. The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

RESOLUTION OF DISPUTES

Either the tenant or the landlord has the right to apply for dispute resolution to resolve a dispute, as provided under the *Residential Landlord and Tenant Act*.

FEES

Permitted fees include: fee for key replacement or for additional keys, locks, or access device. This fee must not be greater than the direct cost of replacing the key, lock, or access device.

NSF: If the tenancy agreement includes this as a term, a landlord may charge a tenant the service fee charged by the bank if a tenant's cheque is returned. The landlord may also charge an additional administrative fee up to \$25 for return of cheque.

ADDITIONAL ITEMS

- a) Write down any additional terms which the tenant and the landlord agree to. Additional terms may cover matters such as pets, yard work, smoking, fuel and snow removal. Additional pages may be added.
- b) Any addition to this tenancy agreement must comply with the *Residential Landlord and Tenant Act* and regulations, and must clearly communicate the rights and obligations under it. If a term does not meet these requirements, or is unconscionable, the term is not enforceable.
- c) Attached to this tenancy agreement, there is is not an Addendum

If there is an Addendum attaches, provide the following information on the Addendum that forms part of this tenancy agreement:

Number of pages of the Addendum	Number of additional terms in the addendum

MINIMUM RENTAL STANDARDS

PART 1

Purposes

1. The purpose of this Schedule is to establish minimum rental standards that ensure rental units and residential properties are safe, sanitary and fit for human habitation.

Principles

- 2. The minimum rental standards set out in this Schedule are to be interpreted having regard to the age, character and location of the rental unit and residential property, and the services or facilities that are provided or agreed to be provided. (2)
- 3. A tenant or landlord must not interfere with the responsibility of the other for complying with the Act or this Regulation, or for providing a service or facility as agreed in a tenancy agreement
- 4. Tenants and landlords have a duty to inform each other if there are concerns or issues regarding their rental units or other parts of their residential properties.
- 5. A tenant must not do anything at or in respect of the rental unit or any other part of the residential property that would reasonably be expected to create a health, fire or safety hazard.

interpretation

- 6. In this Schedule "drinking water" means water that meets the health parameters of the Guidelines for Canadian Drinking Water Quality published by Health Canada, as amended or replaced from time to time.
- 7. "plumbing" means all or any part of a drainage system, a water system or a related venting system, including pipes, tanks, water heaters, vents, drain fittings and fixtures;
- 8. A reference in this Schedule to a residential property in respect of a rental unit means, unless the context indicates otherwise, the rental unit and any other parts of the residential property that the tenancy agreement gives the tenant access to.

PART 2 - LOT AND EXTERIOR

- 9. The landlord must provide surface water drainage and disposal on the residential property to help prevent erosion, ponding and entry of water into buildings and other structures located on the residential property.
- 10. The landlord must provide buildings and other structures (other than fences) on the residential property in good repair and free from conditions that would reasonably be expected to create a health, fire or safety hazard.

- 11. Walks, steps, driveways and parking areas of the residential property must be provided by the landlord in good condition to afford safe, unobstructed passage and a safe surface and, unless otherwise agreed to by both the landlord and the tenant and stated in the tenancy agreement, must be maintained in that condition by
 - a) the tenant, for any area of the residential property that is for the tenant's exclusive use; and
 - b) The landlord, for all other areas of the residential property.
- 12. The landlord must provide the yard of the residential property in a condition that is clean and free from rubbish, debris, holes, excavations and other objects and conditions that would reasonably be expected to create a health, fire or safety hazard.
- 13. The landlord must provide all porches, balconies, landings, and stairs on the residential property with handrails as required under the Building Standards Act, and must maintain the porches, balconies, landings and stairs free from defects that would reasonably be expected to create a health, fire or safety hazard.
- 14. The landlord must provide exterior walls of buildings on the residential property with a cladding or covering reasonably free of holes, cracks, and excessively worn surfaces so as to prevent the entrance of moisture, insects, and rodents into the structure, and to provide reasonable durability.
- 15. The landlord must provide each building on the residential property with a weather-tight roof (including eavestroughing and water piping as appropriate), and must ensure that water from the roof of the buildings is reasonably directed away from the building.

PART 3 - SAFETY AND FIRE PROTECTION

- 16. The landlord must ensure that the residential property conforms to all applicable requirements under the Fire Prevention Act.
- 17. The landlord and the tenant must comply with each obligation imposed on them under the Fire Prevention Act, including (but not limited to) those that relate to smoke alarms and carbon monoxide alarms.
- 18. The landlord must ensure that all fuel burning appliances in the residential property are lawfully installed, are in good working order and are regularly serviced in accordance with the manufacturer's instructions.
- 19. The landlord must ensure that chimneys, smoke pipes, connections, and their components on the residential property are kept clear of obstructions, are cleaned annually (or more frequently if necessary), and are maintained in good working order.
- 20. The landlord must provide the rental unit with a safe, continuous, and unobstructed passage from the interior of the rental unit to the exterior grade level of the building. The passage must not pass through a room contained in a separate rental unit.
- 21. The tenant must not unreasonably obstruct the passage from the interior of the rental unit to the exterior grade level of the building.

22. The landlord must ensure that every room in the rental unit that is intended to be a bedroom has a window that provides a safe passage out as required under the Building Standards Act.

PART 4 - INTERIOR

- 23. The landlord must provide cellars, basements, crawl spaces and foundations of the residential property in good repair such that they are reasonably weather tight and rodent proof.
- 24. The landlord must provide walls, ceilings and floors of the residential property in a structurally sound condition reasonably free from major cracks, crevices, holes and defects.
- 25. The landlord must provide floors in the washrooms, shower rooms, toilet rooms, bathrooms and laundry rooms of the residential property that are reasonably resistant to moisture.
- 26. The landlord must provide exterior doors, windows and frames on the residential property that operate satisfactorily and are reasonably weather tight, and must repair or replace any damaged or missing parts, including broken glass and defective hardware.
- 27. The landlord must provide entrance doors to rental units that are capable of being locked from both inside and outside.
- 28. The landlord must maintain the heating system in the building in which the rental unit is located in good working condition.
- 29. The tenant must not use, and the landlord must not require the tenant to use
 - a) A cooking appliance as a primary source of space heating; nor
 - b) A portable space heater as a primary source of heat.
- 30. Whichever of the landlord and the tenant controls the temperature of the rental unit must neither allow the rental unit to be so cold, nor cause it to be so hot, that it is reasonable to expect the temperature
 - a) To be a health or safety hazard; or
 - b) To cause damage to the rental unit.
 - c) Subsection (31) does not require the landlord or the tenant to do anything to reduce the temperature of the rental unit other than to refrain from heating it.
- 31. If the rental unit includes a plumbed water supply system
 - a) If the water for the system is supplied directly from a large public drinking water system (as defined in the Drinking Water Regulation under the Public Health and Safety Act, the landlord must ensure that the system provides an adequate supply of drinking water to the rental unit;

- b) The landlord must provide all plumbing in the rental unit in sound condition, maintain it reasonably free from leaks and obstructions, and ensure it is protected from freezing; and
- c) The tenant must maintain all plumbing reasonably free from obstructions and must immediately inform the landlord if the tenant has reason to believe the plumbing is not in sound condition or is not reasonably free from leaks and obstructions.
- d) For the purposes of paragraph (32a), water that is supplied to a rental unit directly from a large public drinking water system is deemed to be drinking water unless there are reasonable grounds to believe that it is not.
- e) If the rental unit does not include a plumbed water supply system, or its plumbed water supply system is supplied otherwise than directly from a large public drinking water system, the landlord must supply drinking water in the amount, if any, specified in the tenancy agreement.
- 32. The landlord must provide the rental unit with toilet facilities, whether indoor or outdoor, that meet reasonable health and safety standards and that have a lockable door to provide privacy.
- 33. If a shared bathroom or toilet room includes one or more toilet stalls, the landlord must provide each toilet stall with a lockable door that provides privacy.
- 34. If the rental unit contains a bathroom with one or more fixtures including sinks, showers, tubs and toilets, the landlord must provide the fixtures in good working order.
- 35. The landlord must provide each indoor bathroom with a lockable door that provides privacy.
- 36. The landlord must ensure that the rental unit is connected to a public sewage system or to a maintained and functioning private sewage disposal system, or has an outhouse if there is no plumbed water at the rental unit.
- 37. The landlord must provide the sewage systems and all related components in proper operating condition, free from leaks, defects, and obstructions, and suitably protected from freezing.
- 38. The landlord must provide the rental unit with sufficient ventilation so as not to create dampness, moisture or condensation in the rental unit that might reasonably be expected to lead to rot, mildew or other conditions that are a potential health hazard.
- 39. The tenant must use the means provided by the landlord to ensure sufficient ventilation as described in section (39).
- 40. If the rental unit is connected to an electrical power system
 - a) The landlord must provide all outlets, switches, wiring, and fixtures in safe working condition; and
 - b) The tenant must neither change the system in such a way as to create a safety or fire hazard nor overload it.
- 41. If the tenancy agreement requires the landlord to provide appliances in the rental unit

- a) The landlord must provide properly installed and vented appliances that are in good working condition; and
- b) The tenant must maintain the appliances in good working condition and must immediately inform the landlord if the tenant has reason to believe an appliance is not in that condition.
- 42. The landlord must provide the residential property free of rodent, vermin, and insect infestations and must take appropriate measures to exterminate infestations, should they occur.
- 43. The tenant must maintain the residential property free of attractants that would reasonably be expected to cause rodent, vermin or insect infestations.
- 44. Neither the landlord nor the tenant may allow more people to reside in the rental unit than the lowest maximum number permitted under the fire code established under the Fire Prevention Act and other applicable health and safety standards.

COMPLIANCE TIMELINE

IMPORTANT: Landlords will have one full year from the date the regulations come into force to comply with the minimum rental standards. NOTE: This section also applies to pre-existing tenancies.

BY SIGNING THIS TENANCY AGREEMENT, THE LANDLORD AND THE TENANT ARE BOUND BY ITS TERMS.

the LANDLORD (full legal name):	Tereno	170	(1)		
Signature of LANDLORD	Da	te: <i>O</i>	cT 2	1 2020	<u> </u>
TENANT 1 (full legal name)					
Signature	Date:				
TENANT 2 (full legal name)					
Signature	Date:				

ADMINISTRATIVE REPORT

TO: Corporate Services Committee

FROM: Administration

DATE: November 2, 2020

RE: Quarterly Reports – For Information Only

ISSUE

Introducing a new format for quarterly activity reports to Council

REFERENCE

Council Strategic Priorities 2020

HISTORY

An established City of Whitehorse practice has been for Administration to provide quarterly activity reports to Council to help keep them informed on departmental activities. When Council updated its strategic priorities early in 2020, Administration determined that the previous format for those reports could be significantly improved.

ANALYSIS

Administration has revised the format for reporting to provide two areas of focus for quarterly reports:

- · Reporting on progress made on Council's priorities in the quarter just ending; and
- informing Council on activities that departments expect to be focussed on during the upcoming quarter.

Administration believes that this format will help draw attention to and provide information on how Council's priorities are being advanced, for the benefit of both Council and the public. It will also provide Council with information about the matters and activities that will be primary draws on each departments' time and attention during the forthcoming quarter.

QUARTERLY REPORT TO COUNCIL

COUNCIL PRIORITIES – Key Progress July through September, 2020

Environmental Stewardship

- Implementation of photovoltaic power generation at the new Operations Building
- Corporate Emissions Report completed
- Energy retrofits are under way at City recreational facilities (Mt. McIntyre, Takhini Arena, Canada Games Centre)
- Groundwater Protection Plan Update (Selkirk Aquifer)
- McIntyre Creek Pump House Fuel Spill Environmental Assessment
- Concrete pad for composting facility is being installed to accommodate growing commercial organics volume
- Climate change workshop held with Council

Transportation

- Transportation engineer recruited, Engineering Services
- RFP for city-wide Transportation Management Study has been awarded
- Consulting report on the proposed Trail Plan completed
- Partnership with Yukon government to acquire and deploy mobile LED speed display cart
- RFP for technology systems on buses for route tracking and easy fare payment has been issued
- Completed public consultation for Range Road and Two Mile Hill intersection improvements
- Completed draft Downtown Speed Reduction Study; preparing for November CAR
- Completed construction of Mt. McIntyre stairs project
- Commenced construction of Puckett's Gulch stairs rehabilitation project
- Completed construction of the Puckett's Gulch stairs extension project
- Completed resurfacing of roundabout at 4th Avenue and Robert Service Way
- Completed resurfacing for the 2020 rural roads surfacing program
- Completed installation of bases and electrical feed for an overhead crosswalk sign at 4th Avenue and Tags; contract for installation of poles and hardware awarded.
- Contract awarded to develop modernized transit routes

Infrastructure Renewal

- Substantial completion received for the new Operations Building
- Tlingit Street reconstruction project has commenced
- Substantial completion received for new Fire Hall #1
- Pre-planning for recreational infrastructure renewal (Mt. McIntyre, Takhini Arena, Canada Games Centre) is under way
- Construction of the Hillcrest Water Supply Main is substantially completed
- Conceptual design development is under way for new Services Building/City Hall renovation
- Contract for the Cook Street reconstruction project and construction of the lower escarpment trails has commenced

Public Safety

- Consulting contract for wildfire risk assessment and management has been completed and a Wildfire Risk Management Strategy and Action Plan has been developed and is under review
- Draft revision to the City's updated Emergency Management Plan is being developed
- A new Public Safety Protection Plan has been developed as an emergency management tool
- Bylaw Services assistance to Yukon government for Civil Emergency Measures Act enforcement (COVID-19)
- Return to "new normal" City operations (COVID-19)

Housing

- Ongoing progress in developing a new Official Community Plan. Phase 3 underway
- Residential dwellings permitted in Q3: multiple (108), single family (25), living suites (10), garden suites (3), caretaker suite (1), townhouse (3)
- Total dwellings permitted in Q3 = 150, compared to previous five-year Q3 average = 97
- Issued development permits for record number of residential units (413) year-to-date in 2020
- Development incentives have been issued for 156 units year-to-date in 2020
- Total building and plumbing permits issued year-to-date = 641, compared to 2019 (515) and 2018 (450)
- Total construction value year-to-date = \$41,215,000, compared to 2019 (\$24,025,000) and 2018 (\$25,548,000)

ANTICIPATED FOCUS: October - December, 2020

Community and Recreation Services

Bylaw Services

- Bylaw Officer deployment to participate on the Yukon Government Civil Emergency Measures Act enforcement team
- Training for January 2021 implementation of new occurrence reporting system
- Regulatory compliance and enforcement training through partnership with Yukon University

Parks and Community Development

- Complete Trail Plan Update
- Complete the procurement process for artwork linked to the Operations Building construction
- Initiate procurement of consulting design services for new Robert Service Campground building

Recreation and Facility Services

- Continued operational adaptations per COVID-19
- Expanded facility operations (where possible) per COVID-19
- Pre-planning for Recreational Infrastructure Renewal initiatives

Transit

- Sustaining service levels for public transit
- Community engagement and design of modernized routes and schedules
- Relocation to Operations Building

Corporate Services

Business and Technology Systems

- IT requirements for new Operations Building, Fire Hall #1 and anticipated new leased space
- Computer infrastructure renewals
- Coordination of multiple IT Enterprise projects

Financial Services

- Development of capital and operating budgets
- Interim audit and year-end preparation
- Development of implementation materials for new Procurement Policy, including management, supervisor and vendor training

Fire Department

- Finalize proposed amendments to the Emergency Management Plan
- Transition into new Fire Hall #1
- Two City-led FireSmart projects occurring

Legislative Services

- Annual Legislative Review, proposed amendment of Council Procedures Bylaw
- Recruitment for policy analyst and specialist, records and information management
- Development of proposed disposal of assets and asset management policies

Safety Services

- Development of hearing conservation and confined space safety programs
- Development of incident reporting/investing training module
- Continued COVID-19 support to departments

Strategic Communications

- Plan public engagement for the capital and operating budgets
- Website redesign project
- Developing a new style guide for the City

Corporate Services, Human Resources

- Enhanced recruitment methods for specialized and difficult to recruit positions
- Implementation of new group benefits provider
- Review draft suite of new admin directives and policies

Development Services

Engineering Services

- Tangible capital asset reconciliation for new and donated assets
- Complete 2020 capital construction projects
- Designs for 2021 capital construction projects

Engineering Special Projects

- Complete Service Building schematic design
- Complete move into and activation of new Fire Hall #1
- Complete move into and activation of new Operations Building

Land and Building Services

- Land Transfer Protocol Agreement CAR and presentation to Council
- Zoning Bylaw Drainage Regulations presentation to Council
- Preparing for office relocation out of Municipal Services Building

Planning and Sustainability Services

- Official Community Plan Whitehorse 2040 Council Workshops
- Official Community Plan Whitehorse 2040 First Draft
- Wildfire Reduction Strategy and Action Plan presentation to Council

Infrastructure and Operations

Operations

- Canada Games Centre waste heat recovery RFT
- Operations Building commissioning, setup and occupancy
- Fire Hall #1 commissioning, setup and occupancy

Water and Waste Services

- Relocation to new Operations Building
- Emerging Pollutants Wastewater Treatment (Year 1 of Sampling & Assessment)
- Commercial organics Zone 1 completion

CITY OF WHITEHORSE CITY PLANNING COMMITTEE



Council Chambers, City Hall

Chair: Samson Hartland Vice-Chair: Laura Cabott

November 2, 2020 Meeting #2020-23

Zoning Amendment – 1308 Centennial Street
 Presented by Manager Mélodie Simard

File #: Z-12-2020

ADMINISTRATIVE REPORT

TO: Planning Committee

FROM: Administration

DATE: November 02, 2020

RE: Zoning Amendment – 1308 Centennial Street

<u>ISSUE</u>

An application to amend the zoning of Lot 82, Plan 25142 LTO (1308 Centennial Street in the Porter Creek neighbourhood) from RS-Residential Single Detached to RM Residential Multiple Housing.

REFERENCE

Municipal Act (2002)

Zoning Bylaw 2012-20

Appendix A

Official Community Plan (2010)

Proposed Bylaw 2020-34

HISTORY

The City has received an application to amend the zoning of 1308 Centennial Street. The owner intends to construct a multi-family development with eight dwelling units. The current zoning is RS-Residential Single Detached, which does not permit multiple family housing, so an amendment to the zoning is required.

The adjoining lot at 1306 Centennial Street was rezoned in 2019 to Residential Multiple Housing (modified) to allow for an apartment complex with special modifications restricting its height to 13 m and density to 9 units.

This application was reviewed by the Development Review Committee (DRC) on October 07, 2020 and no substantial issues were raised. Should council approve the requested amendment, further review will be completed at the development permit stage.

ALTERNATIVES

- 1. Proceed with the zoning amendment under the bylaw process.
- 2. Do not proceed with the zoning amendment.
- 3. Direct staff to bring forward an amendment based on the maximum density threshold.

ANALYSIS

Proposed Development and Adjacent Land Uses

Currently, there is a single family structure on the subject property. The applicant proposes to construct a multi-family development with eight dwelling units. Each unit is proposed to have an attached garage next to the entrance accessible from the side yard. The subject lot fronts onto Centennial Street and is bordered by single family housing units on the north-west and north-east sides.

On the south-eastern side is Lot 83 (1306 Centennial Street), which was recently rezoned to RM (modified) to allow for a new 3-storey multi-family apartment building that is currently under construction. Based on public input received on the application for Lot 83, Council decided to add two special modifications to restrict the height of the development to a maximum of 13 m and the density to no more than 9 units.

In order to limit the number of exception zones, it is proposed that 1308 Centennial Street be re-designated with the same zoning as the adjacent 1306 Centennial Street -- Residential Multiple Housing (modified) with the special modifications being that the maximum height is restricted to 13 m and maximum density restricted to 9 units. Council may also consider rezoning the parcel to RM(x) – Residential Multiple Housing with one special modification being that maximum density be restricted to 60 units/ha or 11 units as allowed in the OCP policy 6.5.5.

On the opposite side of this lot on Centennial Street is mixed use zoning that contains several businesses. There is also another multi-family development within 150 m of the subject lot on Centennial Street.

The lot is also close to several community amenities such as Super A (200 m), Jack Hulland Elementary School (600 m), and a City Transit stop (95 m). The subject lot is also within 300 m of a trail access to McIntyre Creek Park, which is a significant recreation area (3,620 ha).

Official Community Plan (OCP)

The current OCP designation for the subject lot is Mixed-Use–Residential/Commercial. This designation is intended to promote a mix of multi-family and residential commercial uses. It is applied in neighbourhood commercial centres and serves to ensure the provision of locally accessible products and services. This designation has been applied to Centennial Street as it is a major transportation corridor with transit routes, commercial services and a school nearby.

OCP policies 6.5.1 and 6.52 support stand-alone residential and mixed-use developments in this designation. OCP policy 6.5.5 sets out a maximum density of 60 units per hectare for Centennial Street. The subject lot is 1860 m², which allows for a maximum of 11 units, greater than the number proposed by the applicant. The proposed bylaw would include a special modification that sets a maximum density of 9 units for the subject lot.

OCP policy 5.1.3 states that the City shall promote a city-wide compact development pattern to ensure efficient use of infrastructure and transit services, as well as active transportation opportunities. As noted, the proposed lot is near an existing City transit stop and Centennial Street is shown as an on-street bicycle route with connections to Downtown on the City Commuter Cycling Map.

Zoning

The existing zoning is RS – Residential Single Detached and the proposed zoning is RM-Residential Multiple Family (modified). The proposed RM zone is intended for higher density multiple housing. Permitted uses include multiple housing, child care centres, community gardens and greenhouses.

Development regulations compare the RS and RM zones as follows:

Regulation	RS	RM
Maximum Height	10 m	15 m
Lot Coverage	40%	45%
Front Setback	6 m	6 m
Rear Setback	3 m	7.5 m
Side Setback	3 m/1.5 m	3 m
Parking	1/unit	1/unit + 1 guest/7 units
Minimum Lot Size	462 m2 (single detached unit)	835 m2

Developments in the RM zone are also required to have a minimum density of 25 units per hectare. The subject lot is 1860 m², which requires that a minimum of five units be constructed. That is lower than the number proposed by the applicant.

For the RM zone, the proponent also has to develop 25% of the lot area as amenity space available to all residents, with at least 10% being contiguous, and provide a further 5% rentable area as private amenity space.

The proponent should also provide storage facilities for residents, and a central waste handling area. The proponent would also have to further provide a recommended 3 m vegetative buffer between the development and any single-family residential uses. The proposed bylaw includes a special modification that sets a maximum height at 13 m.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2020-34, a bylaw to amend the zoning at 1308 Centennial Street in the Porter Creek neighbourhood to allow for the development of an eight-unit multiple residential complex, be brought forward for consideration under the bylaw process.

CITY OF WHITEHORSE BYLAW 2020-34

A bylaw to amend Zoning Bylaw 2012-20

WHEREAS section 289 of the *Municipal Act* provides that a zoning bylaw may prohibit, regulate and control the use and development of land and buildings in a municipality; and

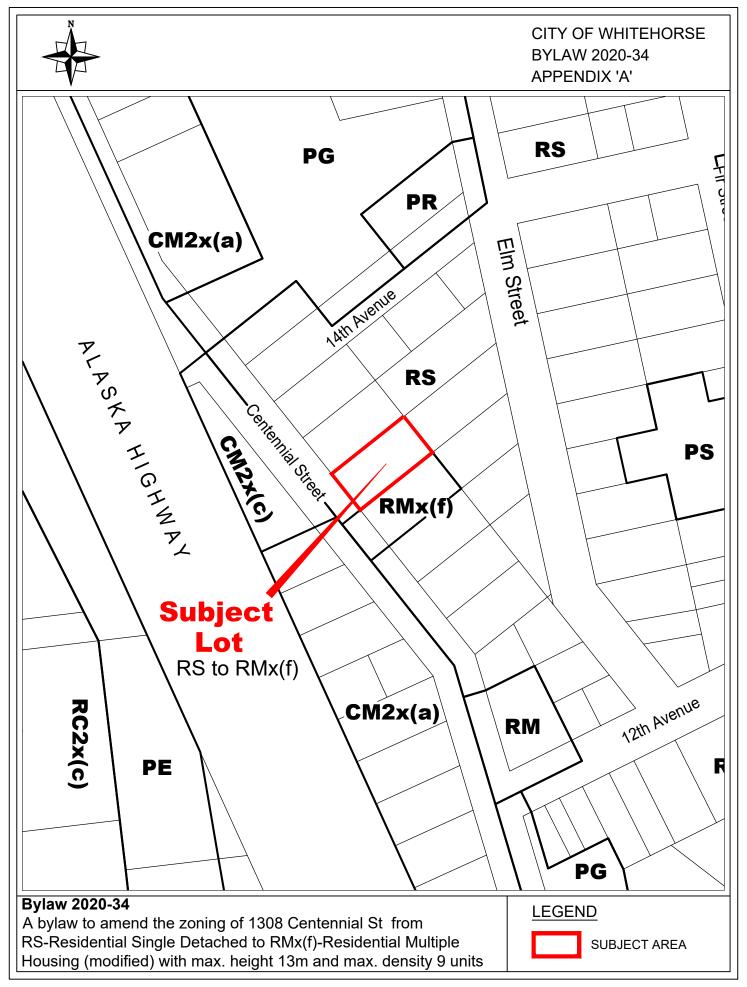
WHEREAS section 294 of the *Municipal Act* provides for amendment of the Zoning Bylaw; and

WHEREAS it is deemed desirable that the City of Whitehorse Zoning Bylaw be amended to allow for the development of a multi-family housing complex on Centennial Street in the Porter Creek neighbourhood;

NOW THEREFORE the council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

- 1. Section 9 of Zoning Bylaw 2012-20 is hereby amended by deleting existing subsection 9.12.7 f) and substituting therefore a new subsection 9.12.7 f) as follows:
 - "9.12.7 f) Lots 82 and 83, Plan 25142 LTO in Porter Creek, located at 1308 Centennial Street and 1306 Centennial Street respectively, are designated RMx(f) with the special modifications being:
 - (1) the maximum height is 13 m; and
 - (2) the maximum density is 9 units."
- 2. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of Lot 82, Plan 25142 LTO, located at 1308 Centennial Street in the Porter Creek neighbourhood, from RS—Residential Single Detached to RMx(f)—Residential Multiple Housing (modified), as indicated on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
- 3. This bylaw shall come into full force and effect upon final passage thereof.

FIRST READING: PUBLIC NOTICE: PUBLIC HEARING: SECOND READING: THIRD READING and ADOPTION:
Mayor
Assistant City Clerk



CITY OF WHITEHORSE CITY OPERATIONS COMMITTEE



Council Chambers, City Hall

Chair: Laura Cabott Vice-Chair: Samson Hartland

November 2, 2020 Meeting #2020-23

CITY OF WHITEHORSE COMMUNITY SERVICES COMMITTEE



Council Chambers, City Hall

Chair: Dan Boyd Vice-Chair: Jan Stick

November 2, 2020 Meeting #2020-23

CITY OF WHITEHORSE PUBLIC HEALTH AND SAFETY COMMITTEE



Council Chambers, City Hall

Chair: Jan Stick Vice-Chair: Dan Boyd

November 2, 2020 Meeting #2020-23

Christmas Food for Fines Program
 Presented by Supervisor Kyle Morrison

ADMINISTRATIVE REPORT

TO: Public Health and Safety Committee

FROM: Administration **DATE**: November 2, 2020

RE: Christmas Food for Fines Program

ISSUE

Council approval of the annual 'Food for Fines' Program

REFERENCE

2019 Food for Fines Council Resolution – 2019-11-12

HISTORY

Last December 2019, the 'Food for Fines' Program provided for non-perishable food and cash donations to be accepted as payment for 'time expired' parking meter or 'exceed two-hour time limit' violation tickets, with proceeds donated to the Whitehorse Food Bank and Kaushee's Place. In 2019 a total of \$6,535 was raised.

In the spirit of contributing to those citizens who are less fortunate, and in demonstration of holiday season goodwill and community spirit, Bylaw Services is requesting approval to continue this annual 'Food for Fines' initiative in December 2020 which the City has been supporting since 2005.

In addition to the food items, cash donations received go toward the purchase of additional non-perishable food. The local charities proposed to receive the donations are:

- Whitehorse Food Bank open 5 days a week and provides services to numerous families throughout Whitehorse, feeding approximately 3000+ people a month; and
- Kaushee's Place provides food and shelter to 14-19 women and children daily, year round.

ALTERNATIVES

- 1. Approve a grant of specific parking fines to the Food Bank and Kaushees Place in an amount not exceeding \$10,000 for the Christmas 'Food for Fines' Promotion
- 2. Do not implement the 'Food for Fines' program

ANALYSIS

The following chart outlines the revenue potentially generated by expired parking meter tickets.

Average number of tickets issued per week	540 to 600
Revenue @ \$10/\$25 ticket for one week	\$5,400 / \$15,000

During the one-week Christmas *Food for Fines* initiative, people will again have the option of donating non-perishable food items in lieu of regular 'expired parking meter' fines or 'two-hour zone' fine payments. Food items contributed must be of the same or higher value than the ticket. If such a contribution is made, the ticket would be considered "paid in full."

Planned promotional support and advertising by the City during the month of December is available, if approved. Promoting and advertising this initiative is seen as the best way to obtain full participation from the public.

Food items may be dropped off at City Hall along with the ticket so that financial elements of the program can be determined. A media event consisting of a 'cheque presentation' event is also planned for after the event so the total dollar value collected can be communicated to our City residents.

Only "Parking Meter" and "Two-Hour Zone" tickets issued on and between Saturday, November 28th and Saturday, December 5th, 2020 would be eligible for this initiative.

The cut off date for drop-off/payment of food items would be close of business on Wednesday, December 9th, 2020 with anticipated public/media presentation on Friday, December 11th. This would permit sufficient time for Bylaw Services to ensure delivery of the donated food to the two identified local charities and for these organizations to then distribute the food items to those families in need prior to December 25th, 2020.

ADMINISTRATIVE RECOMMENDATION

THAT Council approve the 2020 Christmas Food for Fines program; and

THAT Council direct that a grant not exceeding \$10,000 for parking meter ticket or two-hour zone fines issued between November 28th and December 5th, 2020 be approved to the Whitehorse Food Bank and Kaushee's Place as part of the Christmas 'Food for Fines' program.

CITY OF WHITEHORSE DEVELOPMENT SERVICES COMMITTEE



Council Chambers, City Hall

Chair: Jocelyn Curteanu Vice-Chair: Stephen Roddick

November 2, 2020 Meeting #2020-23