

STANDARD CHARGE TERMS

FILED BY: RESORT MUNICIPALITY OF WHISTLER

**STANDARD HOUSING AGREEMENT, 219 COVENANT AND RENT CHARGE AND INDEMNITY
FOR AUXILIARY UNITS**

The following standard charge terms will be incorporated by reference in every Section 219 covenant and housing agreement in which the set is referred to by its filing number as provided by Section 235 of the *Land Title Act*.

WHEREAS:

- A. Section 219 of the Land Title Act permits the registration of a covenant of a negative or positive nature in favour of the Resort Municipality of Whistler (the "Municipality") in respect of the use of land or construction on land;
- B. The Owner (hereinafter defined) is the registered owner of the Land (hereinafter defined);
- C. The Owner and the Municipality wish to enter into this Agreement to provide for affordable employee housing on the terms and conditions set out in this Agreement, and this Agreement is both a covenant under section 219 of the *Land Title Act* and a housing agreement under s.905 of the *Local Government Act*.

THIS AGREEMENT is evidence that in consideration of the mutual promises contained in it and in consideration of the payment of \$2.00 by the Municipality to the Owner, the receipt and sufficiency of which is hereby acknowledged by the Owner, the parties agree as follows:

PART I – DEFINITIONS

- 1. In this Agreement the following words have the following meanings:
 - a. "Agreement" means these standard charge terms together with the General Instrument (hereinafter defined);
 - b. "Assessed Value" means the most recent assessed value of the real property as determined by the assessment authority in which the real property is situated. If such value is not available, then the Assessed Value means the highest price in terms of money that the real property will fetch under

all conditions requisite to a fair sale with the buyer and seller each acting prudently, knowledgeably and assuming the price is not effected by undue stimulus as estimated by a real estate appraiser accredited in the jurisdiction in which the real property is located;

- c. "CPI" means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function, where Occupancy Permit Year (hereinafter defined) = 100;
- d. "Daily Amount" means \$100.00 per day as of December 31, 2000 adjusted thereafter by an amount determined by multiplying \$100.00 by the percentage change in the CPI since December 31, 2000 to January 1 of the year that a written notice is delivered to the owner by the Municipality pursuant to section 19 herein;
- e. "Dwelling Units" means all residential dwelling units located or to be located on the Land whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, into which ownership or right of possession or occupation of the Land may be Subdivided (hereinafter defined);
- f. "Employee" means a Qualified Person (herein after defined) who is either employed or self-employed for an average of not less than 20 hours per week over the most recent twelve months and whose principal place of employment or business during that time is located within the boundaries of the Resort Municipality of Whistler.
- g. "General Instrument" means the Form C under the Land Title (Transfer Forms) Regulations, as amended, and all schedules and addenda to the Form C charging the Lands and citing these Standard Charge Terms.
- h. "Gross Floor Area" means the habitable gross floor area of the Mandatory Suite (as hereinafter defined) and includes enclosed sunrooms but does not include crawl spaces, open patios, open balconies or parking spaces. If the Mandatory Suite is a strata lot as defined by the *Strata Property Act*, the gross floor area measurements will be based on the gross floor area shown corresponding to the Mandatory Suite on the Strata Plan filed in the LTO (hereinafter defined) in respect of the Land. If the Mandatory Suite is not a strata lot as defined by the *Strata Property Act*, the gross floor area measurements will be made in accordance with the procedure for determining gross floor area set out in the *Strata Property Act* as if the Mandatory Suite were a strata lot;
- i. "Interest" means the property interest of the Owner in a Dwelling Unit;
- j. "Land" means the land described in Item 2 of the General Instrument and any part into which said land is Subdivided;
- k. "LTO" means the New Westminster/Vancouver Land Title Office or its successor;
- l. "Mandatory Suite" means a self-contained auxiliary suite with a set of habitable rooms, a bathroom, and not less than one set of cooking facilities, which is attached to and has a separate entrance from the primary Dwelling Unit, as defined in section 4 herein;
- m. "Occupancy Permit Year" means the calendar year in which the Municipality issues an occupancy permit for the Dwelling Unit;

- o. "Original Rent" means \$1.25 per square foot per month;
- n. "Owner" means the Transferor described in the General Instrument and any subsequent owner of the Land;
- o. "Qualified Person" means a person who does not own, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world unless, at the time that such person applies for an Mandatory Suite:
 - i. the Assessed Value of all the real property he or she owns does not exceed 60% of the Assessed Value of the Mandatory Suite; or
 - ii. the real property he or she owns is:
 - (1) less than 400 square feet in area,
 - (2) less than 650 square feet in area and it is the principal residence of two individuals,
 - (3) less than 850 square feet in area and it is the principal residence of that person and at least one child, or
 - (4) less than 1200 square feet in area and it is the principal residence of that person and at least two children; and
 that person enters into an agreement with the Municipality to sell his or her interest in the real property within the time period specified by the Municipality, acting reasonably, or that person enters into an agreement with the Municipality with respect to the real property and the Mandatory Suite on terms acceptable to the Municipality in its sole discretion;
- p. "Retiree" means a Qualified Person who has ceased employment and who was an Employee for 5 of the 6 years immediately preceding the date on which the individual ceased employment;
- q. "Subdivide" means to divide, apportion, consolidate or subdivide the Land, or the ownership or right to possession or occupation of the Land into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of "cooperative units" or "shared interests in land" as defined in the *Real Estate Act*
- r. "Tenancy Agreement" means a tenancy agreement, lease, license or other right to occupy a Mandatory Suite; and
- s. "Tenant" means an occupant of a Mandatory Suite by way of Tenancy Agreement.

PART II - USE OF LAND AND CONSTRUCTION OF MANDATORY SUITES

- 2. The Owner covenants and agrees with the Municipality that:
 - a. the Land will not be developed unless as part of the construction and development of any such building or structure, the Owner also designs and constructs to completion, in accordance with a building permit issued by the Municipality and in accordance with any development permit issued by the Municipality, at least the number of Dwelling Units with Mandatory Suites specified in the General Instrument;
 - b. the number of Dwelling Units on the Land will not exceed the number of Dwelling Units specified in the General Instrument;

- c. the Owner will meet or exceed the construction standards for Mandatory Suites as specified by the Municipality in respect of development on the Land;
 - d. the Owner will at all times ensure that the Land is used and occupied in compliance with all statutes, laws, regulations, and orders of any authority having jurisdiction and without limiting the generality of the foregoing all bylaws of the Municipality and all federal, provincial, municipal or local laws, statutes or ordinances relating to environmental matters, including all rules, regulations, policies, guidelines, criteria or the like promulgated under or pursuant to any such laws; and
 - e. the Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement will be registered against title to the Land in priority to all charges and encumbrances which may have been registered or are pending registration against title to the Land save and except those specifically approved in writing by the Municipality or in favour of the Municipality.
3. If not all of the Dwelling Units on the Land are to contain Mandatory Suites, the owner will not apply for a discharge of this Agreement pursuant to section 8 in respect of any Dwelling Unit, and the Municipality will be under no obligation to provide such discharge, unless at the time that the Owner applies for the discharge the Owner is not in breach of any of its obligations under this Agreement and there are [insert the number of Dwelling Units required to contain Mandatory Suites stipulated in the General Instrument] other Dwelling Units on the Land which:
- a. contain Mandatory Suites designated as such pursuant to section 6 and for which occupancy permits have been issued by the Municipality and which are and always have been used and occupied in compliance with this Agreement;
 - b. do not contain Mandatory Suites designated as such pursuant to section 6 but the location of which has been approved in writing by the Municipality for Mandatory Suites and for which occupancy permits have been issued by the Municipality and which are not and have never been Disposed of, used or occupied; or
 - c. are otherwise acceptable to the Municipality in its sole discretion upon conditions the Municipality considers necessary in its sole discretion, to ensure that the Owner fully complies with its obligations under this Agreement.

For greater certainty, any combination of Dwelling Units referred to in a, b and c will suffice to meet the requirements of this section 3, provided that the total of the combination of Dwelling Units referred to in a, b and c is equal to or greater than the number of Mandatory Suites specified in the General Instrument.

- 4. Any primary Dwelling Unit (the "Primary Dwelling Unit") containing a Mandatory Suite will not be occupied until the Mandatory Suite is ready for occupancy in accordance with this Agreement.
- 5. The occupants of a Primary Dwelling Unit will not be the same as the occupants of the Mandatory Suite contained within the Primary Dwelling Unit.
- 6. All applications for Mandatory Suite designations must be made by the Owner by written notice delivered to the Municipality and are irrevocable by the Owner upon receipt by the Municipality of the written notice, but no designation is effective unless and until the Municipality confirms in writing that the location and the size of the Mandatory is approved by the Municipality for a Mandatory Suite. If in the sole discretion of the Municipality the Owner has failed within a reasonable time to make application for

Mandatory Suite designations as required by this Agreement, the Municipality may in its sole discretion make such designations.

7. Notwithstanding the definition of "Land" in section 1 herein, for the purpose of stipulating the maximum allowable number of Dwelling Units on the Land and for the purpose of stipulating the number of Dwelling Units which must contain Mandatory Suites pursuant to this Part II and for the purpose of sections 3, 6 and 8 herein and for the purpose of the definition of Dwelling Unit in section 1, but for no other purposes, "Land" means the entire area of the legal parcel described in Item 2 of the General Instrument as at the date of registration of the General Instrument at the LTO.
8. Subject to section 3, at the request of the Owner and at the Owner's sole expense, the Municipality will deliver to the Owner discharges of this Agreement in registrable form for each Dwelling Unit that:
 - a. is a separate legal parcel; and
 - b. does not contain a Mandatory Suite.

PART III - USE AND OCCUPANCY OF MANDATORY SUITES

9. The Owner agrees that the Mandatory Suite may only be used as a permanent residence occupied by Employees or Retirees, and the Owner further agrees that the number of Employees or Retirees who permanently reside in the Mandatory Suite must be equal to or less than the number of Employees or Retirees that the Municipality's building inspector determines can reside in the Mandatory Suite given the number and size of bedrooms in the Mandatory Suite and in light of any relevant standards set by the Municipality in any bylaws of the Municipality.
10. The Owner will ensure that the Mandatory Suite is continuously used and occupied as set out in section 9.
11. Notwithstanding anything to the contrary contained in this Agreement, if a potential tenant would be an Employee except for the fact that such potential tenant has not resided in the Municipality over the most recent twelve months, then the Owner may rent the Mandatory Suite to such potential tenant provided that the Mandatory Suite is rented or leased in accordance with all other requirements of this Agreement.
12. Within three days after receiving notice from the Municipality, the Owner will in respect of the Mandatory Suite, deliver, or cause to be delivered, to the Municipality a statutory declaration, substantially in the form attached as Schedule "A", sworn by the Owner, containing all of the information required to complete the statutory declaration. The Municipality may request such a statutory declaration in respect of the Mandatory Suite no more than four times in any calendar year. The Owner hereby irrevocably authorizes the Municipality to make such inquiries as it considers necessary and reasonable in order to confirm that the Owner is complying with this Agreement, and irrevocably authorizes and directs the recipient of the request for information from the Municipality to provide such information to the Municipality.
13. If the Owner cannot comply with the occupancy requirements for the Mandatory Suite for reasons of hardship, the Owner may request that the Municipality alter the Owner's obligations with respect to that Mandatory Suite on terms acceptable to the Municipality, but no such request may be made later than 30 days after the Municipality has delivered to the owner a notice of breach of this Agreement under Part VII herein. The Owner must deliver the request in writing in accordance with section 31 of this Agreement. The request must set out the circumstances of the hardship involved. The request must set out the reasons why the Owner cannot comply with the occupancy requirements, and must describe the hardship to the Owner that compliance would cause. The Owner agrees that the Municipality is under no obligation to

grant any relief, and may proceed with its remedies under this Agreement, and at law and in equity, despite the Owner's request or the hardship involved, and the Owner agrees that the relief, if any, is to be determined by the Municipality in its sole discretion.

14. The Owner must not rent or lease the Mandatory Suite except to an Employee or Retiree in accordance with section 9 and except in accordance with the following additional conditions:
 - a. the Mandatory Suite will be used or occupied only pursuant to a Tenancy Agreement;
 - b. the monthly rent payable for the Mandatory Suite will not exceed the rent, rounded to the nearest dollar, determined by multiplying the Gross Floor Area by the Original Rent. Subject always to the provisions of the *Residential Tenancy Act* (British Columbia), the Owner may increase the rent payable for the Mandatory Suite annually, beginning with the first anniversary of the day on which the occupancy permit was issued by the Municipality for the Mandatory Suite, and thereafter on each successive anniversary date, by an amount determined by multiplying the rent payable for the Mandatory Suite at the time of the proposed rent increase by the percentage change in the CPI since the last anniversary date;
 - c. the Owner will not require the Tenant to pay any extra charges or fees for use of any common property, limited common property, or other common area, or for sanitary sewer, storm sewer, water utilities, property taxes. For clarity, this section does not apply to cablevision, telephone, other telecommunications, gas utility or electricity utility fees or charges;
 - d. the Owner will attach a copy of this Agreement to the Tenancy Agreement;
 - e. the Owner will include in the Tenancy Agreement a clause requiring the Tenant to comply with the use and occupancy restrictions contained in Part III of this Agreement;
 - f. the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement in accordance with the *Residential Tenancy Act* if the Tenant uses or occupies, or allows use or occupation of, the Mandatory Suite in breach of the use or occupancy restrictions contained in this Agreement;
 - g. the Tenancy Agreement will identify all occupants of the Mandatory Suite, and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Mandatory Suite for more than 30 consecutive days in any calendar year;
 - h. the Tenancy Agreement will provide for termination of the Tenancy Agreement by the Owner in situations where the Mandatory Suite is occupied by more than the number of people the Municipality's building inspector determines can reside in the Mandatory Suite given the number and size of bedrooms in the Mandatory Suite and in light of any relevant standards set by the Municipality in the Municipality's Employee Works and Service Charge Bylaw No.1186, 1996, and any other bylaws of the Municipality;
 - i. the Tenancy Agreement will provide that the Owner will have the right, at the Owner's option, to terminate the Tenancy Agreement should the Tenant remain absent from the Mandatory Suite for three consecutive months or longer, notwithstanding the timely payment of rent;
 - j. the Tenancy Agreement will provide that the Tenant will not sublease the Mandatory Suite or assign the Tenancy Agreement;

- k. the Owner will deliver a copy of the Tenancy Agreement to the Municipality upon demand.
15. The Owner will terminate any Tenancy Agreement where the Tenant uses or occupies, or allows use or occupation of the Mandatory Suite in breach of this Agreement, such termination to be in accordance with the terms of the Tenancy Agreement and the *Residential Tenancy Act* (British Columbia).
16. The Municipality may, in its sole discretion, provide written consent to the Owner from time to time to do something that is otherwise not permitted under this Agreement, on such terms and conditions as the Municipality considers desirable.
17. The Owner will, forthwith upon request by the Municipality, and from time to time as the Mandatory Suite becomes vacant, notify the Municipality of the vacancy of the Mandatory Suite and the Owner will make best efforts to lease or rent the vacant Mandatory Suite to qualified applicants on the Municipality's applicant list.
18. The Owner will be solely responsible for screening Tenants to determine whether or not they qualify to occupy the Mandatory Suite in accordance with this Agreement notwithstanding that the Mandatory Suite may be leased or rented to someone from the Municipality's applicant list. For greater certainty, the Owner agrees that the Municipality is not responsible for, and makes no representation to the Owner regarding, the suitability of any prospective tenant on the Municipality's applicant list.

PART IV - DEFAULT AND REMEDIES

19. The Owner acknowledges that the Municipality requires employee housing to attract employees to work for local businesses and that these businesses generate tax and other revenue for the Municipality and economic growth for the community. The Owner therefore agrees that, in addition to any other remedies available to the Municipality under this Agreement or at law or equity, if the Mandatory Suite is used or occupied in breach of this Agreement or rented at a rate in excess of that permitted under this Agreement, the Owner will pay, as a rent charge under section 20, the Daily Amount to the Municipality for every day that the breach continues after 30 days written notice from the Municipality to the Owner stating the particulars of the breach. The Daily Amount is increased on January 1 of each year by an amount calculated by multiplying the Daily Amount as of the previous January 1 by the percentage increase in the CPI between that previous January 1 and the immediately preceding December 31. The Daily Amount is due and payable immediately upon receipt by the Owner of an invoice from the Municipality for the same.
20. The Owner hereby grants to the Municipality a rent charge under s. 219 of the *Land Title Act* (British Columbia), and at common law, securing payment by the Owner to the Municipality of any amount payable by the Owner pursuant to this Agreement. The Owner agrees that the Municipality, at its option, may enforce payment of such outstanding amount in a court of competent jurisdiction as a contract debt, by an action for and order for sale, by proceedings for the appointment of a receiver, or in any other method available to the Municipality in law or in equity.

PART V - INTERPRETATION

21. In this Agreement:
- a. reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - b. article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - c. if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
 - d. reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
 - e. reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
 - f. the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
 - g. time is of the essence;
 - h. all provisions are to be interpreted as always speaking;
 - i. reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes employees, agents, officers and invitees of the party;
 - j. reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
 - k. where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

PART 1X - MISCELLANEOUS

22. **Housing Agreement.** The Owner acknowledges and agrees that this:
- a. Agreement constitutes a covenant under s.219 of the *Land Title Act* and a housing agreement entered into under s.905 of the *Local Government Act* (British Columbia); and
 - b. the Municipality may file a notice of housing agreement under s. 905 of the *Local Government Act* in the LTO against title to the Land on which the Mandatory Suite is located.
23. **Modification.** This Agreement may be modified or amended from time to time, by bylaw duly passed by the Council of the Municipality, if it is signed by the Municipality and a person who is the current registered owner of the Land.
24. **Management.** The Owner covenants and agrees that it will furnish good and efficient management of

the Mandatory Suite and will permit representatives of the Municipality to inspect the Mandatory Suite at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Mandatory Suite in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the forgoing, the Owner acknowledges and agrees that the Municipality, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Mandatory Suite.

25. **Indemnity.** The Owner will indemnify and save harmless the Municipality and each of its elected officials, officers, directors, employees and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:
- a. any act or omission of the Owner, or its officers, directors, employees, agents, contractors or other persons for whom at law the Owner is responsible;
 - b. the Owner's ownership, lease, operation, management or financing of the Land or the Mandatory Suite; or
 - c. any act or omission of the Municipality or any of its elected officials, board members, officers, directors, employees, agents or contractors in carrying out or enforcing this Agreement, except where such act or omission constitutes a breach of this Agreement by the Municipality or by any other person for whom at law the Municipality is responsible.
26. **Release.** The Owner by this Agreement releases and forever discharges the Municipality and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Mandatory Suite which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.
27. **Survival.** The obligations of the Owner set out in sections 19, 20, 25 and 26 will survive termination of this Agreement.
28. **Municipalities Powers Unaffected.** This Agreement does not:
- a. affect or limit the discretion, rights, duties or powers of the Municipality under any enactment or at common law, including in relation to the use or subdivision of the Land;
 - b. impose on the Municipality any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
 - c. affect or limit any enactment relating to the use or subdivision of the Land; or
 - d. relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.
29. **Agreement for Benefit of Municipality only.** The Owner and the Municipality agree that:

- a. this Agreement is entered into only for the benefit of the Municipality;
 - b. this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier or user of the Property, the Land or the building or any portion thereof, including any Mandatory Suite;
 - c. the Municipality may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.
30. **No Public Law Duty.** Where the Municipality is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the Municipality is under no public law duty of fairness or natural justice in that regard and agrees that the Municipality may do any of those things in the same manner as if it were a private party and not a public body.
31. **Notice.** Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of Owner set out in the records of the LTO, and in the case of the Municipality addressed:
- To: Clerk, Resort Municipality of Whistler,
4325 Blackcomb Way, Whistler, BC V0N 1B4
- And to: Whistler Housing Authority,
4335 Main Street, Whistler, BC V0N 1B4
- or to the most recent postal address provided in a written notice given each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.
32. **Enuring Effect.** This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
33. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.
34. **Waiver.** All remedies of the Municipality will be cumulative and may be exercised by the Municipality in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the Municipality exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.
35. **Sole Agreement.** This Agreement, and any documents signed by the Owners contemplated by this Agreement, represent the whole agreement between the Municipality and the Owner respecting the use and occupation of the Mandatory Suites, and there are no warranties, representations, conditions or collateral agreements made by the Municipality except as set forth in this Agreement.
36. **Further Assurance.** Upon request by the Municipality the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the Municipality to give effect to this Agreement.

37. **Covenant Runs with the Land.** This Agreement burdens and runs with the Land and every parcel into which it is consolidated or Suidivided. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Land.
38. **Limitation on Owner's Obligations.** The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
39. **Equitable Remedies.** The Owner acknowledges and agrees that damages would be an inadequate remedy for the Municipality for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
40. **No Joint Venture.** Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the Municipality or give the Owner any authority to bind the Municipality in any way.
41. **Applicable Law.** Unless the context otherwise requires, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the Residential Tenancy Act, this Agreement is without effect to the extent of the conflict.
42. **Deed and Contract.** By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.

**SCHEDULE A
 STATUTORY DECLARATION
 CANADA
 PROVINCE OF BRITISH COLUMBIA
 IN THE MATTER OF A HOUSING
 AGREEMENT WITH THE RESORT
 MUNICIPALITY OF WHISTLER ("Housing
 Agreement")**

TO WIT:

I, _____ of _____, British Columbia, do solemnly declare that:

1. I am the owner of _____ (the "Mandatory Suite"), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Housing Agreement in respect of the Mandatory Suite.
3. For the period from _____ to _____ the Mandatory Suite was occupied only by the Employees and Retirees (as defined in the Housing Agreement) whose names and current addresses and whose employer's names and current addresses appear below:

Names, addresses and phone numbers of Employees and Retirees:
 Names, addresses and phone numbers of Employers:

4. The rent charged each month for the Mandatory Suite is as follows:
 - (a) the monthly rent on the date 365 days before this date of this statutory declaration: \$ _____ per month;
 - (b) the rent on the date of this statutory declaration: \$ _____; and
 - (c) the proposed or actual rent that will be payable on the date that is 90 days after the date of this statutory declaration: \$ _____.
5. I acknowledge and agree to comply with the Owner's obligations under this Agreement, and other charges in favour of the Municipality registered in the land title office against the land on which the Mandatory Suite is situated and confirm that I have complied with the Owner's obligations under these agreements.
6. 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 pursuant to the Canada Evidence Act.

DECLARED BEFORE ME at the _____)
 _____, British Columbia,)
 this ____ day of _____)
 _____)
 _____)
 _____)
 _____)
 A for taking Affidavits for _____)
 British Columbia _____)

END OF SET