

ITEM I  
MANAGER'S REPORT NO. 41  
COUNCIL MEETING 91/06/24

TO : MUNICIPAL MANAGER 1991 JUNE 20  
FROM : DIRECTOR RECREATION & CULTURAL SERVICES  
RE : BIG BROTHERS OF GREATER VANCOUVER - LEASE OF 7443 EDMONDS STREET  
PURPOSE : To request Council's concurrence with the lease.

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RECOMMENDATION:

1. THAT the execution be approved of a lease between Big Brothers of Greater Vancouver and the Municipality of Burnaby as explained in this report, for a further five year term commencing the first day of March, 1991 to the 28th day of February, 1996.

REPORT

At its meeting of 1991 June 19, the Parks & Recreation Commission received the attached staff report on the above subject and adopted the two recommendations contained therein.



DENNIS GAUNT  
Director Recreation &  
Cultural Services

tc  
Attach.

cc: Director Finance  
Municipal Solicitor

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DIRECTOR'S REPORT NO. 12  
COMMISSION MEETING 91/06/19~~

RE: BIG BROTHERS OF GREATER VANCOUVER - LEASE OF 7443 EDMONDS STREET

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RECOMMENDATIONS:

1. THAT the execution be approved of a lease between Big Brothers of Greater Vancouver and the Municipality of Burnaby as explained in this report, for a further five year term commencing the first day of March, 1991 to the 28th day of February, 1996.
2. THAT Council be requested to concur.

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REPORT

The Commission leases to Big Brothers of Greater Vancouver office space at 7443 Edmonds Street. The building is located immediately east of Eastburn Centre.

The current five year lease has expired and a new five year lease is recommended for the term 1991 March 1 to 1996 February 28.

The Big Brothers of Greater Vancouver provide a valuable service to the Community and wish to remain in the Edmonds Street facility.

Monthly rental fees are based on the following formula:

630 square foot rental at \$6.00 per square foot plus 43% of the previous years' utility and taxes. The Big Brothers use 43% of the building with the balance utilized by the Community Recreation Division.

The 1991 rental fee will be:

\$315 square foot rental plus \$97.42 (43% of utilizes) for a total monthly rent of \$412.42.

The Big Brothers apply for a grant each year from Council and the Office rental is deducted from this grant.

The terms and conditions of the Lease have been discussed with the Big Brothers organization. It is recommended that a new five year lease be offered that is consistent with the terms of the existing lease, a copy of which is attached.

ND:lc  
Attach.

cc: Municipal Solicitor  
Director Finance

THIS LEASE made and entered into the 21st day of May, 1986.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY  
a municipal corporation duly incorporated  
under the laws of the Province of British  
Columbia, with offices at  
4949 Canada Way, Burnaby, B.C. V5G 1M2

(hereinafter called the "Landlord")

OF THE FIRST PART

AND:

BIG BROTHERS OF GREATER VANCOUVER,  
a corporation under the Society Act,  
with offices at 7443 Edmonds Street,  
Burnaby, B.C. V3N 1B1

(hereinafter called the "Tenant")

OF THE SECOND PART

WITNESSES that in consideration of the rents reserved

and the covenants and agreements herein contained on the part of

the Tenant, the Landlord hereby leases to the Tenant

approximately 630 square feet of office space (as shown outlined

in red on the diagram hereto attached marked Schedule "A") at

7443 Edmonds Street, Burnaby, British Columbia, together with (i)

the use in common with other persons entitled thereto to the

washrooms situate in the building, and (ii) the use in common

with other persons entitled thereto of the entrance hall and

corridors and parking facilities at the premises for a term of

five (5) years commencing the first day of March 1986, paying:

(a) for the first year of the term a rent of \$5,134.00 per  
annum, payable monthly in advance in instalments of \$427.83 each,  
the first of such instalments to be paid on or before the first  
day of March 1986;

(b) and for the second and subsequent years of the said  
term an annual rent being the sum of \$3,780.00, ~~78~~<sup>84.3</sup> percent of the  
municipal real property tax for the previous year and ~~73~~<sup>84.3</sup> percent

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of the cost of providing heat and electric power to the premises during the previous year, payable monthly in advance in twelve (12) equal instalments, the first of such instalments to be paid on or before the first day of March, 1987.

TENANT'S COVENANTS

1. The Tenant hereby covenants with the Landlord as follows:

- (a) to pay the rent herein reserved in the manner and on the days specified herein;
- (b) to pay the cost of telephone services supplied to the said offices;
- (c) to use the said offices for business or professional use only and not to permit them to be used for the sale of goods or as a workshop;
- (d) not to use the said offices or to permit them to be used for any purpose that may render the insurance on the building void or voidable or that might cause the premiums for such insurance to be increased;
- (e) not to part with possession of the said offices or any part thereof without the prior consent of the Landlord;
- (f) to allow the janitor employed by the Landlord and the cleaners under his direction to enter the said offices for the purpose of cleaning them on any day after normal business hours;
- (g) not to make any alterations or additions to the said offices without the prior consent of the Landlord, and to keep

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the said offices and the windows and the fixtures and fittings therein in good repair, reasonable wear and tear excepted, and to deliver them up in such condition on termination of this Lease. This covenant to maintain does not extend to the outer walls or roof of the building which shall be the Landlord's sole responsibility to maintain but the Tenant shall pay to the Landlord the cost of repairs to the outer walls and roof occasioned by the use of the offices by the Tenant or those for whom he is responsible;

(h) to permit the Landlord and his agents at all reasonable times to enter and view the state of repair of the said offices and promptly to repair and maintain them in accordance with any notice so to do given by the Landlord or his agents.

#### LANDLORD'S COVENANTS

2. The Landlord hereby covenants with the Tenant as follows:

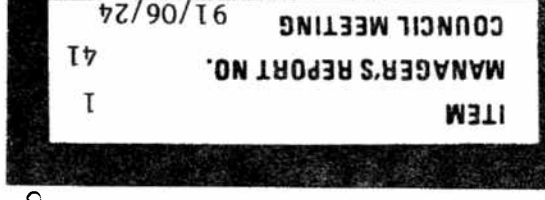
(a) to permit the Tenant so long as he pays the rent reserved herein and complies with his covenants, to use the said offices without interference from the Landlord;

(b) to pay when due all charges for electricity, water and heat supplied to the said offices;

(c) to supply at his own expense hot and cold water to the building;

(d) to keep the common areas of the building clean and well lighted;

(e) to maintain the common areas and the outer walls and roof of the building in proper structural repair;



(f) to employ a competent janitor and cleaners to keep the **106** said offices reasonably clean.

PROVISOS

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3. Provided always and it is hereby agreed that the Landlord may determine this lease and re-enter the said offices;

(i) if any instalment of rent or any part thereof is in arrears for fifteen (15) days whether formally demanded or not;

(ii) if the Tenant shall breach any of these covenants herein;

(iii) if as a result of fire the said offices are unfit for carrying on the Tenant's business, or

(iv) if the Landlord decides to demolish the building or otherwise requires the offices for its own use and has given the Tenant sixty (60) days' notice in writing to vacate.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

THE CORPORATE SEAL OF THE CORPORATION  
OF THE DISTRICT OF BURNABY WAS HEREUNTO  
AFFIXED IN THE PRESENCE OF:

DEPUTY  
Municipal Clerk-Authorized Signatory

THE CORPORATE SEAL OF BIG BROTHERS OF  
GREATER VANCOUVER WAS HEREUNTO AFFIXED  
IN THE PRESENCE OF:

*[Signature]*  
Authorized Signatory

EXECUTIVE DIRECTOR