

THE CORPORATION OF THE DISTRICT OF BURNABY  
HOUSING AND CIVIC DEVELOPMENT COMMITTEE

HIS WORSHIP, THE MAYOR  
AND ALDERMEN

BURNABY HEIGHTS COMMUNITY RESOURCE FACILITY

RECOMMENDATION:

1. THAT Council receive this report for information purposes.

R E P O R T

1.0 INTRODUCTION

On 1990 July 09 Council adopted the recommendations of the Housing & Civic Development Committee regarding the allocation, lease and management of space at the Burnaby Heights facility. The recommendations adopted by Council establish guidelines for the continued use of the Burnaby Heights by the educational, public use and community service organizations currently occupying the facility.

On 1990 September 25, the Housing & Civic Development Committee reviewed the budget requirements for the Burnaby Heights facility. The Committee recommended that the budget requirements be submitted for consideration in the 1991 Provisional budget.

The 1991 Provisional Budget for Burnaby Heights is expected to be sufficient to maintain the existing level of service provided to tenants. It is the intent of the Municipality to follow the pattern of operation set by the School Board by maintaining the status quo for at least the next five years after which the site is proposed for redevelopment. Thus, the Municipality does not intend to undertake any major interior or exterior improvements to the facility.

This report provides information on the 1991 lease agreements with the existing Burnaby Heights tenants, and outlines subsequent reports being prepared on 1992 lease rates and the role of Council grants in off-setting 1992 operating costs for Burnaby Heights tenants.

2.0 LEASE AGREEMENTS

On 1991 January 01 the Municipality took possession of the Burnaby Heights facility, and is now responsible for its operation, maintenance and management.

As approved by Council, all existing tenants at Burnaby Heights were given the opportunity to enter into a lease agreement with the Municipality. In early 1990 December, the Municipal Solicitor prepared new lease agreements between the existing tenants and the Municipality. A sample of the agreement is attached as APPENDIX 1.

INTERNAL DISTRIBUTION:

AGENDA - 1991 MARCH 04

COPY - MUNICIPAL MANAGER

- DIRECTOR PLANNING & BUILDING INSPECTION

The new lease agreement with the Municipality did not result in any significant changes for the Burnaby Heights tenants. The lease rates remained the same as those established by the School District, with an annual rate increase (inflation adjustment) of 5 percent. The lease rates for 1991 are listed in attached APPENDIX 2.

The lease agreement does require that tenants carry a minimum general liability coverage of 2 million dollars. This is consistent with Municipal policy for all lease agreements, and was strongly recommended by the municipal staff person responsible for risk management and the Municipal Solicitor. For some tenants, this requirement may have resulted in an additional insurance cost of \$50 to \$75 per year.

Staff members from the Finance Department and the Planning & Building Inspection Department personally distributed the leases to each tenant to explain the conditions of the lease and to answer any questions. In addition, to assist tenants in contacting the Municipality, we prepared the attached APPENDIX 3 information sheet with Municipal telephone numbers for building maintenance, janitorial service, emergency situations and other general information.

Lease agreements have been completed for all organizations at Burnaby Heights except for the B.C. and Yukon Building Trade Council, United Way, Douglas College and the B.C. Amateur Boxing Association.

The Finance Department advises that lease agreements are expected from these organizations in the near future, with the exception of the B.C. Amateur Boxing Association. In an effort to make contact with the Boxing Association, the Finance Department has sent a double registered letter. It is hoped that all lease agreements will be in place by the end of March 1991.

### 3.0 ALLOCATION OF AVAILABLE SPACE

On 1990 July 09, Council adopted the recommendations of the Housing & Civic Development Committee to establish guidelines for the allocation of space at Burnaby Heights. As approved by Council, when space becomes available at Burnaby Heights, the issue will be referred to the Community Issues & Social Planning Committee to prepare recommendations on the assignment of space.

Currently, two rooms are available for lease at Burnaby Heights. In addition, some space may become available for community use in the gymnasium. Questions regarding the allocation of this space will be addressed by the Community Issues & Social Planning Committee. A list of potential tenants who have requested space is being kept, and will be forwarded to the Community Issues & Social Planning Committee with a recommendation for the allocation of available spaces.

It is the intent of the Municipality to allow all existing organizations currently occupying Burnaby Heights to remain in the facility.

### 4.0 1992 LEASE RATES

Council recommended that the lease rate for space at Burnaby Heights in 1992 be set at fair market value with the proviso that organizations leasing space at Burnaby Heights that require assistance to meet operating costs, including lease rates, could seek Municipal aid through a cash grant.

With the introduction of market value lease rates in 1992 January 01, it is anticipated that many Burnaby Heights organizations will require assistance from the Municipality to meet operating expenses. It is the intent of the Municipality to provide support to those organizations at Burnaby Heights that meet Municipal guidelines for Council grants.

A further report being prepared by the Housing & Civic Development Committee will establish 1992 lease rates, estimate the need for Municipal grants, and outline the process by which Burnaby Height's tenants will apply for Municipal grants.

#### 5.0 COMMENTS

The Municipality foresees the Burnaby Heights facility being used for community service groups for at least the next five years. The educational, public and community service organizations currently occupying Burnaby Heights form a significant part of Burnaby's social service delivery system. The Municipal contribution to the operation of the facility will help to maintain the range of community services provided to Burnaby residents by these organizations.

The approach taken in this report to the operation and management of Burnaby Heights has been one of maintaining the existing level of service provided to tenants, while providing appropriate Municipal support to community service organizations.

A further report will be prepared by the Housing & Civic Development Committee to recommend 1992 lease rates, estimate the need for Municipal grants, and outline the process by which Burnaby Height's tenants will apply for Municipal grants. Issues involving allocation of space at Burnaby Heights will be addressed by the Community Issues & Social Planning Committee in a future report.

The Housing & Civic Development Committee will continue to work with staff on the two remaining properties to be transferred to the Municipality - the north wing of Edmonds School and the 1914 building.

Respectfully submitted,

Alderman L.A. Rankin  
Chairman

Alderman D.R. Corrigan  
Member

Alderman C. Redman  
Member

- Lease Agreement

THIS LEASE made as of the \_\_\_\_\_ day of \_\_\_\_\_ 199 .

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY  
4949 Canada Way, Burnaby, B.C. V5G 1M2

(hereinafter called the "Landlord")

OF THE FIRST PART

AND:

(hereinafter called the "Tenant")

OF THE SECOND PART

WITNESSES:

In consideration of the rents reserved and the covenants and agreements herein contained on the part of the Tenant, his heirs, executors, administrators and assigns, the Landlord hereby leases to the Tenant, office space (herein called the "premises") as identified on sketch attached hereto as Schedule "A", located at Burnaby Heights School, Burnaby, British Columbia, on lands legally described as Lot 65, District Lot 122, Group 1, New Westminster District, Plan 51029, for a term of one (1) year commencing January 1, 1991. Notwithstanding the grant of a one year term, it is mutually understood and agreed that the Tenant may terminate this Lease upon one month's written notice to the Landlord, to take effect on the last day of a rental month, and the Landlord may terminate this lease upon three months' written notice to the Tenant.

**APPENDIX /**

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PAYING THEREFOR during the term to the Landlord the yearly sum of (\$ ) of lawful money of Canada payable in advance in equal monthly instalments of (\$ ) on the first day of each month during the term to the Landlord.

TENANT'S COVENANTS

The Tenant covenants with the Landlord as follows:

1. To pay rent on the days and in the amounts aforesaid.
2. To pay and discharge all property taxes and assessments charged during the term upon or in respect of the premises or upon or payable by the owner or occupier thereof in respect of the premises unless the Tenant is exempt from the payment of property taxes and assessments. It is mutually agreed that under no circumstances shall the Landlord be responsible for the payment of property taxes and the Tenant indemnifies the Landlord therefor.
3. To use the premises as \_\_\_\_\_ and for no other purpose without the prior written consent of the Landlord.
4. To keep the premises in good and tenantable repair. The Landlord will provide general maintenance, janitorial and custodial services for the premises and the common areas. The Tenant will permit the Landlord and his agents with or without workmen and others and with all necessary equipment to enter the premises to undertake general maintenance, janitorial and custodial services as aforesaid and for the purpose of inspecting the premises.

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5. Not to assign or sublet or part with possession of the premises without the prior written consent of the Landlord.
6. Not to mortgage or encumber its leasehold interest under this Lease.
7. To yield up and vacate the premises at the end of the term in the same state of repair and condition as at the beginning of the term, fair wear and tear excluded.
8. That the premises shall not be used for any illegal or immoral purpose.
9. Not to make or permit to be made any alteration or addition to the premises without first having submitted a plan or a sufficient written specification thereof to the Landlord or its agent, and obtained its prior written approval.
10. To indemnify the Landlord from any and all liabilities, damages, costs, claims, suits or actions arising out of:
  - (i) any breach, violation or non-performance of any covenant or proviso hereof on the part of the Tenant,
  - (ii) any damage to property occasioned by the use and occupation of the premises, or
  - (iii) any injury to person or persons, including death resulting at any time therefrom, occurring in or about the premises.

This indemnity shall, where such breach, violation, non-performance, damage to property, injury or death occurs during the term of this Lease, survive termination of the Lease.

**APPENDIX I**

11. To insure and keep insured during the term, with such companies and on such forms as are acceptable to the Landlord, at the Tenant's expense, Comprehensive General Liability.

The limits of liability shall not be less than the following:

Bodily Injury Liability	\$2,000,000	each occurrence
	\$2,000,000	aggregate products and/or completed operations
Property Damage Liability	\$2,000,000	each occurrence
	\$2,000,000	aggregate products and/or completed operations

The Landlord shall be added as an additional named insured under the Comprehensive General Liability insurance.

A cross liability clause shall be made part of the Comprehensive General Liability insurance.

The Comprehensive General Liability policy shall provide that it cannot be cancelled, lapsed or materially changed without at least thirty (30) days' notice to the Landlord by registered mail.

Prior to the execution of the within Lease the Tenant shall file with the Landlord a copy of each insurance policy and certificate required.

12. To comply at all times with all applicable Federal and Provincial laws and municipal bylaws and regulations.

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13. That in the case the Tenant shall make an assignment for the benefit of creditors or, becoming bankrupt or insolvent, shall take the benefit of any Act that may be in force for the benefit of bankrupt or insolvent debtors, or if a receiving order in bankruptcy shall be made against the Tenant or if the term hereby granted be at any time seized or taken in execution or in attachment, then if the Landlord so decides, this Lease shall cease and the term hereby created shall be at an end, anything herein to the contrary notwithstanding, and the full amount of any rent outstanding at that date shall immediately become due and payable and the Landlord may re-enter and take possession of the premises.

#### LANDLORD'S COVENANTS

The Landlord covenants with the Tenant as follows:

14. That the Tenant paying the rent and performing the Tenant's covenants shall peaceably hold the premises during the term without any interference by the Landlord or any person lawfully claiming under it.

To provide at the cost of the Landlord the following services:

- (a) custodial care to standards deemed necessary by the Landlord or to such increased standards which may be required by the Tenant in the carrying out of his business in the premises, provided that the cost of maintaining the premises to such increased standards shall be at the cost and expense of the Tenant and shall be paid by the Tenant to the Landlord within thirty (30) days of billing for such service;

**APPENDIX I**



- (b) Such electricity as is reasonably deemed necessary by the Landlord for the proper carrying out of the Tenant's business;
- (c) such heating as is required to provide a temperature range of 19° - 21° during normal operating hours of the Tenant.

PROVISOS

Provided always and it is hereby agreed as follows:

- 15. If the Tenant remains in possession of the premises after the expiration of the term of this Lease and the Landlord thereafter accepts rent, no new agreement having been entered into between the parties hereto, the Tenant shall be a monthly tenant of the premises at the monthly rent herein mentioned and upon the terms and conditions herein contained so far as they may be applicable to a monthly tenancy.
- 16. If, during the continuance of this Lease the premises are damaged by fire or other causes, then this Lease shall cease and become null and void at the option of the Landlord from the date of such damage and the Tenant shall immediately vacate and surrender the premises to the Landlord and the Tenant shall be liable for the rent only to the time of such surrender and the Landlord may re-enter or repossess the premises discharged of this Lease and may remove all persons and goods therefrom.
- 17. The Landlord shall not be liable for personal injury (including death) or for loss or damage to any property of the Tenant or its invitees in the premises or in the building in which the premises are situate however caused.

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18. In the event of any breach of this Lease by the Tenant, the Landlord may give the Tenant thirty (30) days' written notice to vacate and at the expiry of thirty (30) days this Lease shall terminate, except for the Tenant's outstanding obligations under this Lease which shall survive termination of the Lease, and the Tenant shall vacate the premises. Save that the Landlord may provide five days' written notice to vacate for failure to pay rent and for any other breach that the Landlord in its sole discretion deems to be of sufficient seriousness as to warrant a reduced notice period.

19. Any excusing, condoning or overlooking by the Landlord of any default, breach or non-observance by a Tenant at any time of any covenant, proviso, condition or regulation in this Lease shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance of terms of this Lease and shall not defeat or affect in any way the Landlord's rights in respect of any such subsequent default or breach.

20. All notices under this Lease shall be in writing. Any notice to the Tenant shall be sufficiently served if addressed to the Tenant at the premises. Any notice to the Landlord shall be sufficiently served if mailed or delivered to the Landlord at the address set out as the Landlord's address at the beginning of this Lease.

21. The Tenant acknowledges that no representations as to condition of the premises have been made to him by the Landlord or his agent.

22. Wherever the singular or masculine are used in this

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Lease, they shall be construed as meaning the plural or feminine or body corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed 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:

\_\_\_\_\_  
Municipal Clerk-Authorized Signatory

SIGNED, SEALED AND DELIVERED BY THE  
TENANT IN THE PRESENCE OF:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

1991 LEASE RATES FOR EXISTING BURNABY HEIGHTS TENANTS

NAME OF ORGANIZATION	LEASED AREA (SQ. FT.)	1991 LEASE RATE WITH 5.0% INCREASE \$/SQUARE FOOT	MONTHLY RENT	ANNUAL LEASE RATE 1991 (\$)
Barry Jones, M.L.A. Constituency Office	768	3.47	\$ 222	\$ 2,664
Boy Scouts of Canada	4800	2.52	1,009	12,108
B.C. Amateur Boxing Association	9372	1.94	1,517	18,204
B.C. Conservatory of Music	981	4.18	342	4,104
B.C. Parents In Crisis	979	2.51	205	2,460
B.C. and Yukon Building Trade Council	768	2.16	170	2,040
Burnaby Assoc. for the Mentally Handicapped	10,000	2.44	2,037	24,444
Burnaby Assoc. for the Mentally Handicapped	1,176	4.19	411	4,932
Burnaby Family Life Institute	1,123	2.97	278	3,336
Burnaby Family Life Institute	841	4.19	294	3,528
Burnaby Information/Referral Society	1203	2.77	278	3,336
Burnaby Multicultural Society	590	4.19	206	2,472
Burnaby Planning Department	768	n/a	n/a	n/a
Burnaby School District	3168	4.20	1,109	13,308
Burnaby Seniors Peer Counseling	328	4.24	116	1,392
Burnaby Volunteer Centre	931	2.50	194	2,328
Burnaby Volunteer Centre	465	4.20	163	1,956
Carpentry Joint Advisory Committee	3032	2.57	651	7,812
Comitato Attivita Scholastiche Italiane	769	4.20	269	3,228
Comitato Attivita Scholastiche Italiane	826	4.21	290	3,480
Douglas College	1040	2.42	210	2,520
United Way, Burnaby Division	979	2.51	205	<u>2,460</u>
<b>TOTAL</b>				<b>\$122,112</b>

Attachment - Information Sheet



4949 Canada Way, Burnaby, B.C. V5G 1M2

Licence Office

Telephone (604) 294-7320

HAND DELIVERED

1990 December 10

Boy Scouts  
Room 33 - 250 Willingdon Avenue  
Burnaby, B.C.  
V5C 5E9

Attention: John Pettifer, Provincial Executive Director

Re: Lease and Management of Burnaby Heights School

The Licence Office will be taking over management of Burnaby Heights School on behalf of the Municipality on 1991 January 01.

In preparation for this, we are writing to introduce ourselves and to provide your new lease agreement. We ask that you review the lease and return a signed copy to us by 1990 December 31. If this timeframe presents a problem for you, please contact us to discuss a more suitable time.

Attached is an information sheet with Municipal contacts and telephone numbers.

If you have any questions or experience any problems, please contact this department at 294-7320.

*D Campbell*

Denise Campbell  
SENIOR PROPERTY USE COORDINATOR

DC:aj  
Attach.

cc. Director Finance  
Director Planning & Building Inspection  
(Attention: J. Belhouse)  
Director Administrative & Community Services  
Municipal Solicitor

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**APPENDIX 3**

### BURNABY HEIGHTS INFORMATION SHEET

As of 1991 January 01, the Municipality of Burnaby will be responsible for the management of the Burnaby Heights facility. The following information will assist tenants in contacting the Municipality for information of any aspect of the operation of Burnaby Heights.

#### Management

The Tax & Licence Department will assume responsibility for the management of the facility. Questions on leases, available space, keys, alteration of individual offices, etc. should be directed to the Tax & Licence Department.

Contact: Denise Campbell  
Senior Property Use Coordinator  
Phone No. 294-7256

Hours: 8:30 a.m. - 4:30 p.m.

#### Janitorial Service

Janitorial service will be provided through the Recreation & Cultural Services Department of the Municipality. Questions on janitorial service, grounds maintenance, lock-up, etc. should be directed to the Recreation & Cultural Services Department.

Contact: General Enquiries  
Phone no. 294-7206  
Hours: 7:00 a.m. - 4:30 p.m.

Don Colwell  
Coordinator-Parks Custodial Services  
Phone No. 294-7227  
Hours: 3:00 p.m. - 12:00 midnight

24 hour emergency number  
Phone No. 294-7200

#### Building Maintenance

The Engineering Department of the Municipality will be responsible for building maintenance. Questions on general repairs or emergency repairs should be directed to the Engineering Department.

Contact: Jean Levesque  
Superintendent, Physical Plant Maintenance  
Phone No. 294-7424  
Hours: 8:30 a.m. - 4:30 p.m.

24 hour emergency number  
Phone No. 294-7200

**APPENDIX 3**