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MARGARET SASGES, Q.C. \*, Partner  
ROBERT S. GILL\*  
ALMUT N. KEIL  
NATALIE SPARLING

KRISTIL HAMMER\*, Partner  
PETER HARRISON  
JILL C. McMILLAN  
CHANELLE GILBERT

**TELEPHONE:** 250-386-2261  
Toll Free: 877-688-9634  
**FACSIMILE:** 250-389-1336

PAUL G. SCAMBLER, Q.C. \*, Associate Counsel

IAN D. IZARD, Q.C., Retired  
ROBERT L. RICHEY, Deceased

Writer's Voice Mail Box Number: 223  
Writer's E-mail Address: nsparling@clay.bc.ca

**ADDRESS:** Main Floor, 837 Burdett Avenue  
Victoria, British Columbia  
Canada, V8W 1B3

Please reply attention: NATALIE SPARLING

Our File No.: 39638-001

VIA EMAIL: lstohmann@langford.ca

August 8, 2020

City of Langford  
Planning Department  
2nd floor, 877 Goldstream Ave.  
Langford, BC V9B 2X8

*Attention: Leah Stohmann*  
Dear Ms. Stohmann:

**Re: TriWay Mobile Home Park (the "Park")  
2780 Spencer Road, Langford, BC (the "Property")  
Bylaw No. 1885 (the "Bylaw")**

Further to your email of July 22, 2020, I write to set out my clients' concerns to clarify the items they seek to address.

There have been various representations throughout the rezoning process stating that the residents would have a significant role in determining and approving what a comprehensive plan of compensation under the City's Manufactured Home Park Redevelopment Policy (the "**Policy**") would look like. These representations have come primarily from the following sources:

1. The letter from Mayor Stewart Young dated May 31, 2019, which stated:

"...the City of Langford will not **rezone** any manufactured home park for any other use unless and until a comprehensive plan of compensation has been provided. This plan must be approved by Council, **but more importantly approved by the overwhelming majority of the residents of Tri-Way park.** As I stated, for something like this a simple majority of 50% +1 will not suffice." [emphasis added]

2. The plan recommended by the planning department and adopted by council at the first reading of the Bylaw. The recommendation stated:

“That a no-build and non-disturbance covenant be registered on Area 5 identified in Appendix A that restricts the use to a mobile home park only **until the mobile home residents and Council** approves a compensation plan for home owners per Council's Manufactured Home Park Redevelopment Policy.” [emphasis added]

3. Representations by the Developer with respect to the timing of when residents may elect to leave the park and receive compensation, which the residents understood to be in line with the City's requirements and part of the comprehensive plan to be approved.

The residents have strongly relied on these representations throughout the process of rezoning of the Property. It has become clear to them that these representations are not accurate and they are concerned that the residents are being excluded from the rezoning and redevelopment process contrary to these representations.

My email of July 20, 2020 to Robert Dykstra requested confirmation of when the representations regarding the residents' involvement in determining a comprehensive plan of compensation, as set out above, became inaccurate. This question was not addressed in your response of July 22, 2020 and we believe it has relevance as to whether this was accurately put before Council at the second and third reading on May 4, 2020. Our reading of the minutes is that Council approved the bylaw on the terms, inter alia, set out point two above.

As I understand it, the City presently takes the position that the Policy only requires the matter of a “comprehensive plan for compensation” to be addressed prior to development applications being submitted. This is not the interpretation my clients were led to believe would apply.

The present rezoning is merely step one in the redevelopment plans for the Property. A broad and inclusive interpretation of the Policy most intended to reflect the stated purposes of the Policy would recognize this. This interpretation, namely, that rezoning is part of redevelopment, is also consistent with the representations made by Mayor Young and the recommendations of the Planning Department at the first reading of the Bylaw. It is also consistent with paragraph 1(d) which states “That approval of any application for the redevelopment of any manufactured home park site be subject to a comprehensive plan for compensation, to the satisfaction of Council, in addition to the mandatory payment under the *Manufactured Home Park Tenancy Act*,... at the time of application for **rezoning or redevelopment** is provided to tenants...” (emphasis added).

This interpretation would also reflect the realities that the negative effect of rezoning has on the residents of the Park. It has been brought to my attention that due to the fact that there is so much uncertainty as to the future of the Park, residents who want to sell are unable to and, where they have been forced to relocate due to personal circumstances, they have been now forced to carry the costs under their current tenancy. A broad interpretation of the Policy would recognize the important of determining a comprehensive plan for compensation at stage one of any redevelopment, namely, the rezoning process. The residents are concerned with the timing and sequencing of this policy being developed and approved.

The residents are receiving mixed signals on what the City considers a “comprehensive plan for compensation”. The Policy is quite clear that it is to go beyond the minimum requirements under the *Manufactured Home Park Tenancy Act* but aside from that, leaves it to be “to the satisfaction of Council.” To what degree has this plan, that we understand is to be referenced in the proposed covenant, been discussed or approved by council?

We have received a copy of the draft covenant pursuant to a Freedom of Information request. Section 2 of the draft covenant provided states that the owner's use of the “covenant area” is restricted to a manufactured home park until “the Owner has provided compensation to each tenant... in accordance with the requirements

of the MHPTA or the [Policy], whichever is greater.” The covenant then goes on to state that “this Agreement represents a comprehensive plan for compensation satisfactory to City Council as required by the [Policy].”

Answers to questions posed by residents to City Planning Department received on 26<sup>th</sup> June 2020 also seem to imply that a, “comprehensive plan” simply equates to the better of City Policy or provincial legislation, which is not comprehensive and does not better City Policy.

While we appreciated that the covenant obtained as part of the Freedom of Information request was in draft form, and revisions may have occurred, my clients have concerns that this appears to not require Council to approve a comprehensive plan for compensation in accordance with section 1(d) of the Policy, which clearly contemplates such plan be to the satisfaction of Council. Simply declaring this to be satisfactory in the covenant does not seem sufficient if the matter has not actually been put to Council and appears to bypass the other procedural safeguards set out in the Policy that are intended to ensure that those affected have a reasonable opportunity to be heard. If in fact the covenant intends to finalize compensation now, then tenants should be provided the opportunity to address Council in a public setting. We understand certain promises have been made by the Developer as to how and when tenants may leave the Park if they elect to do so and it would seem reasonable that these would form part of any comprehensive plan.

The concern my clients have with respect to a “comprehensive plan of compensation” is not strictly about financial amounts, but more so the comprehensive nature of any such plan, including with respect to timing given the freezing or suspended effect that this is having on residents in the Park. This effect will only become worse as plans for development proceed, far in advance of any actual redevelopment. There is concern that this vulnerability could be heightened as tenants are unable to sell, unable to obtain financing or bridge financing for alternate accommodation, and constitute a vulnerable population. My clients in no way intend to imply this is the intent of the owner or developer, but it is an unavoidable effect that the process has on their lives and their inability to sell their homes while uncertainty remains.

In the residents’ view, the Policy is intended to protect their vulnerable position as a community of seniors and tenants residing in the Park and the continued backtracking and reversal in positions has resulted in a lack of confidence and a lack of ability to have their concerns addressed by Council.

With a view to advancing discussions, the residents seek written clarification as to:

1. The step-by-step process to be implemented generally and under the Policy as the Property undergoes rezoning and development, and as the footprint of the Current Park is reduced;
2. What role the City views the residents as having, if any, in determining and approving a “comprehensive plan for compensation”;
3. The City’s view of what constitutes a “comprehensive plan for compensation” under the Policy and how this will be determined. In particular, how such a plan would address the following:
  - a. the timing and terms of any compensation payment;
  - b. the year of Assessment to which compensation refers since city policy refers to date of application for rezoning or redevelopment
  - c. confirmation of the developer's earlier representation that compensation would be Assessed Value plus 12 month’s rent; and
  - d. the process to be followed in the event a homeowner does not accept compensation and does not wish to move;
4. How the City intends to protect the residents of the Park within the confines of the Policy, given the residents’ vulnerable position;
5. Whether the material changes to the recommended covenant provisions from the first reading were properly put before council at the second and third reading; and

6. The status of the reserve fund contemplated in 1(j) of the Policy.

It is the residents view that given the substantial misrepresentations to date, the Bylaw should at a minimum recede back to third hearing and, preferably, that a public hearing be held as was initially intended in order to give residents full and adequate opportunity to address Mayor and Council. If the current form of Covenant does intend to finally deal with the matter of a comprehensive plan of compensation a public hearing should be held in accordance with the Policy.

My clients have accepted your invitation to a joint meeting, as had been proposed, to discuss the concerns set out above with a view of bringing clarity to the residents on how the redevelopment of the Property will unfold, at what stages certain determinations will be made, and what degree of involvement the residents will have. With these items being clarified, we believe the process will proceed much more efficiently. Residents recognise that change is inevitable and as expressed previously, accept the same and merely seek the clarity enabling them to plan, knowing the timeliness of the process and of compensation which in turn and where necessary will enable them to make alternate living arrangements.

Yours truly,

CLAY & COMPANY

per: *Natalie Sparling*

Natalie Sparling

NS/

Encl.

cc: Matthew Baldwin ([mbaldwin@langford.ca](mailto:mbaldwin@langford.ca))