



## THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

### **TEMPORARY USE PERMIT TUP NO. 3080-20-02**

#### **ISSUED TO:**

<b>Owner:</b> David Kinney, QK Holdings Ltd.
<b>(Contact Information) Lions Bay VON 2E0</b>
<b>Address:</b> 305 Oceanview Road
Lions Bay, BC
<b>Agent (if applicable):</b> Brian Ulrich (Contact Information)

#### ***(hereafter the Permittees)***

1. This Temporary Use Permit ("TUP") is issued subject to compliance with all of the bylaws of the Village of Lions Bay ("the Municipality") applicable thereto, except those specifically varied or supplemented by this TUP.
2. This TUP is not a building permit. All buildings and structures over 10 square meters require a building permit.
3. This TUP applies to those lands within the Village described below and any and all buildings, structures, and other development thereon (the "Subject Property"):  
  
305 Oceanview Road  
PID: 002-714-680  
Lot 32, Block 8, District Lot 6748, Plan 13843
4. In addition to the existing provisions of Zoning and Development Bylaw No.520, 2017 as amended from time to time, or any bylaw replacing Bylaw No. 520, the Permittee may use the Subject Property for short term rental ("STR") use for the temporary commercial accommodation of paying guests for periods of less than one month.
5. The temporary use permitted under section 4 of this TUP shall be subject to the following conditions:

- a) The Permittee shall deliver to the Village an executed Insurance, Release and Indemnity Agreement, in the form provided by the Municipality;
  - b) The Permittee shall obtain and maintain the insurance required by the Municipality, as contemplated in the Insurance, Release and Indemnity Agreement;
  - c) The name and contact information of an agent residing within the Village of Lions Bay must be provided to the Municipality and either the Permittee or the said agent must be available twenty-four (24) hours per day to respond within one (1) hour to any complaints lodged by neighbours and within twenty-four (24) hours to any complaint or notice from the Municipality – a report of any complaint and the action taken shall be filed with the Municipality within 48 hours of the complaint;
  - d) The number of STR guests at any one time shall not exceed eight (8);
  - e) All parking for STRs must be provided on the Subject Property. The number of guest vehicles shall not exceed the number of guest vehicle parking spaces on the parcel;
  - f) Web listings for STRs shall specify the maximum number of guests and guest vehicles permitted on the Subject Property;
  - g) The Permittee shall notify guests that quiet hours are between 10 pm and 8 am seven days per week and that the use of outdoor areas, including but not limited to hot tubs and swimming pools, are restricted accordingly. A notice outlining quiet hours shall be posted within the Subject Property along with notices that the clothing optional beach is located at the south end of Brunswick Beach, that dogs must be leashed, and that no outdoor fires are permitted;
  - h) No signs indicating the STR use are permitted on or off the Subject Property;
  - i) No building or land alteration in conjunction with the STR use may occur;
  - j) This TUP is non-transferable; and
  - k) If food is being served by the Permittee to STR guests, the Permittee must obtain and maintain all of the applicable permits and authorization from the relevant government authority to serve food.
6. Any costs incurred with respect to the requirements of this TUP will be at the sole cost of the Permittees.
7. The Subject Property described herein shall be used in strict accordance with the terms and conditions and provisions of this TUP.
8. Security in the form of a cash deposit, bond, irrevocable letter of credit or similar instrument in the amount of \$2,500 is required in conjunction with the issuance of a TUP for STRs. This security may be drawn upon by the Municipality for:

- a. Remedying any violation of the temporary use permit, a Municipality's bylaw or the Insurance, Release and Indemnity Agreement;
- b. Enforcing the temporary use permit, a Municipality's bylaw, or the Insurance, Release and Indemnity Agreement;
- c. Recovering any fine levied or judgement obtained against the Permittee; and
- d. Reimbursing the Village for legal and other expenses incurred in connection with enforcing the temporary use permit, the Municipality's bylaws, or the Insurance, Release and Indemnity Agreement.

If drawn upon by the Municipality, this security must be replenished by the Owner within 30 days upon request.

- 9. Any application to amend this TUP shall be considered a temporary use permit application.
- 10. In accordance with Village of Lions Bay Policy No. 1702, as amended, the Permittee may apply to renew this TUP for a maximum of one year.
- 11. This TUP expires on \_\_\_\_\_, 20\_\_.

ISSUED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Peter DeJong, Chief Administrative Officer