

NO: R060

COUNCIL DATE: April 12, 2021

REGULAR COUNCIL

TO: Mayor & Council **DATE: April 8, 2021**

FROM: General Manager, Corporate Services **FILE: 0410-20**
General Manager, Planning & Development **(Ministry of Health)**
Director, Strategic Initiatives & Corporate
Reporting

SUBJECT: Opportunities to improve the quality of care being provided in Supportive
Recovery Homes in Surrey - Consultation

RECOMMENDATION

The General Manager, Planning & Development, General Manager, Corporate Services and the Director, Strategic Initiatives & Corporate Reporting recommends that Council:

1. Receive this report for information;
2. Authorize the City Clerk to bring forward the amended *Business License By-law, 1999, No. 13680* (“*Business License Bylaw*”) for final adoption; and
3. Authorize the City Clerk to bring forward, for the required readings, amendments to the *Surrey Municipal Ticket Information Utilization By-law, 1994, No. 12508*, as amended (Appendix "I") and *Surrey Bylaw Notice Enforcement Bylaw, 2016, No. 18691*, as amended (Appendix "II"), in order to permit the issuance of penalties and fines to businesses in contravention of the Business License Bylaw.

INTENT

The purpose of this report is to provide Council with written representations provided by members of the public with respect amendments to the *Business License Bylaw* that seeks to require operators of assisted living residences for supportive recovery (“Supportive Recovery Homes”) to complete a housing agreement with the City as a condition of business licence.

This report also seeks to obtain Council’s approval to amend the *Surrey Municipal Ticket Information Utilization By-law, 1994, No. 12508*, and the *Surrey Bylaw Notice Enforcement Bylaw, 2016, No. 18691*, to permit the issuance of penalties and fines to operators who are in contravention on the housing agreement.

BACKGROUND

At the February 8, 2021 Council meeting, Council approved Corporate Report No. Ro26; 2021, a copy of which is attached to this report as Appendix “III”. The recommendations of this report included:

- Approve amendments to the *Business License By-law, 1999, No. 13680*;
- Direct the City Clerk to give public notice in the form of newspaper advertisement, once a week for two consecutive weeks, of the proposed amendments to the Business License Bylaw and to provide an opportunity to persons who consider they are affected by the proposed bylaw to make written representations to Council;
- Direct the City Clerk to provide a copy of this report to each operator of a licensed Supportive Recovery Home in Surrey, each property owner that contains a licensed Supportive Recovery Home in Surrey, and each Community Association in Surrey; and
- Direct staff to report back to Council on any written representations received prior to Council considering final adoption of the amendments to the *Business License By-law, 1999, No. 13680*.

Section 59(2) of the *Community Charter* requires that notice be given and that an opportunity be provided for persons who consider they are affected by the proposed Bylaw to make representations to Council prior to the Bylaw being adopted.

Pursuant to Council direction and the requirements of the *Community Charter*, notice was provided:

- on the City’s website;
- in the Peace Arch News and the Surrey Now-Leader on Thursday, February 25, 2021 and Thursday, March 4, 2021, respectively;
- by mail to each operator of a licensed Supportive Recovery Home in Surrey;
- by mail to each property owner that contains a licensed Supportive Recovery Home in Surrey; and
- by mail or email to each Community Association in Surrey.

These notices advised members of the public of the opportunity to provide a submission to Council in writing via the City Clerk.

DISCUSSION

After allowing an opportunity for each operator of a licensed Supportive Recovery Home in Surrey, each property owner that contains a licensed Supportive Recovery Home in Surrey, each Community Association in Surrey and for the members of the public to provide comments on the proposed Bylaw, staff received a total of 4 pieces of correspondence, copies of which are provided in Appendix “IV”. Comments were received from two property owners, one operator and one property owner/operator.

Staff contacted everyone who provided comments to further discuss their concerns. Staff also met with representatives from the Ministry of Health, Ministry of Mental Health and Addictions and the Fraser Health Authority.

In general, those contacted were supportive of the proposed housing agreement and its intent to improve the quality of care being provided by operators. However, there were various concerns raised including who the proposed Housing agreement applies to, a potential increase in liability for property owners, the collection of resident data (Section 4.7 of the housing agreement) and

the proposed limitation of no more than two residents who previously resided outside of Surrey and who have conditions related to their conditional release, bail, and/or judicial interim release that require them to stay at the Supportive Recovery Home (Section 4.2 of the housing agreement).

The proposed housing agreement only applies to operators who are registered as Assisted Living Residences for Supportive Recovery with the Province. For greater clarity, the proposed housing agreement does not apply to Assisted Living Residences for Seniors, Assisted Living Residents for Mental Health and licenced Community Care Facilities.

The proposed housing agreement does not seek to increase any liability that a property owner may have. Property owners who are renting their property need to research and understand the liability they may have as a result of being a landlord.

The collection of data is solely intended to be used to generate statistics as articulated in Section 4.8 of the housing agreement and is not intended to be in contrary to agreements that some operators may have with the Fraser Health Authority and or used to track residents within a home. To address these concerns, the housing agreement will be revised to indicated that the data to be provided in Section 4.7 of the housing agreement is only as permitted by applicable privacy law.

Staff believe the proposed limitation of those that reside outside of Surrey that may have conditions related to their conditional release, bail, and/or judicial interim release that require them to stay at the Supportive Recovery Home will not be an impediment for most operators and that it helps to preserve supportive housing capacity for Surrey residents. However, as there may be some operators who specialize in providing care for individuals who have recently been incarcerated, staff will work with these operators to develop specific revisions to the housing agreement for these operators for Council's consideration.

One operator noted that the Working Group that the City established did not include indigenous representation. This was an oversight. Staff will seek to add indigenous representation to the Working Group should the group be reconvened.

Finally, speaking with one property owner during the consultation period staff learned that the property owner was not aware when they first rented their property to the operator that it would be used for a Supportive Recovery Home and they thought they were renting the home to a family. Their experience further supports the rationale for requiring a housing agreement between the property owner, the owner and the City for all new Supportive Recovery Homes.

Implementation

Upon final adoption of the proposed amendments to the *Business License Bylaw*, staff will bring forward a housing agreement and their associated Bylaw for each existing Supportive Recovery Home to Council for their consideration.

In order to further support the implementation of the housing agreement, it is recommended that a penalty of \$200.00 as Municipal Ticket ("MTI") and Bylaw Enforcement Notice per occurrence be introduced should an operator contravene the housing agreement. In the absence of the potential for a small financial penalty, staff have limited opportunities to compel operators to bring them into compliance outside of cancelling their business licence, which would lead to the operators losing their registration with the Province. Should this occur, residents within the Supportive Recovery Home will need to find a new residence.

Future Steps

In effort to improve both the quality of home operators and the quality of care being provided at these homes, staff are preparing to:

- Continue to work with the Province (Ministry of Health and Ministry of Mental Health and Addictions) to identify opportunities to continue to work together to improve the quality of care being provided;
- Continue to work with the Province (BC Housing / Ministry of Attorney General and Ministry responsible for Housing) to find opportunities for further BC Housing supportive housing projects in Surrey;
- Request that the Province (Ministry of Social Development) increase the per diem provided to Supportive Recovery Homes; and
- Review and report on the merits of adjustments to cap on the number Supportive Recovery Homes following the execution of a housing agreement with each Supportive Recovery Home operator.

Legal Services Review

The Legal Services Division has reviewed this report and has no concerns.

SUSTAINABILITY CONSIDERATIONS

The proposed amendments to the Business License Bylaw and the next steps outlined in this report are supportive of the objectives of the City's Sustainability Charter 2.0. In particular, this work relates to the Sustainability Charter 2.0 theme of Health and Wellness, Inclusion and Public Safety. Specifically, the proposed amendments to the Business License Bylaw supports the following Strategic Directions ("SDs") and Desired Outcomes ("DOs"):

- Health Services and Programs SD4: Improve the regulation and funding of recovery houses in Surrey;
- Community Safety and Emergency Services SD2: Increase community engagement and mobilization in order to enhance personal and public safety;
- Community Safety and Emergency Services SD4: Enhance intergovernmental relations, and ensure broad partnerships and collaboration to address multijurisdictional social issues (e.g., homelessness, mental health, addictions, etc.);
- Housing SD9: Facilitate the development of shelter facilities and supportive housing as outlined in the Master Plan for Housing the Homeless in Surrey; and
- Community Safety and Emergency Services DO5: Surrey is recognized and perceived as a leader in establishing and maintaining collaborative partnerships for community safety and well-being.

CONCLUSION

Persons who have substance use related challenges have various substance use services available to them. Many of these services are regulated by the Province under the Community Care and Assisted Living Act and provided by the Fraser Health Authority or through a contracted service provider. The City can further ensure that quality of care is being provided to residents in Supportive Recovery Homes operating in Surrey by implementing the requirements as outlined in this report.

Jeff Arason, P.Eng.
Director, Strategic Initiatives
Corporate Reporting

Jean Lamontagne
General Manager, Planning & Development

Rob Costanzo
General Manager, Corporate Services

JA/

Appendix "I" Proposed Amendments to Surrey Municipal Ticket Information By-law, 1994, No. 12508

Appendix "II" Proposed Amendments to Bylaw Notice Enforcement Bylaw, 2016, No. 18691

Appendix "III" Corporate Report No. Ro26; 2021

Appendix "IV" Correspondence Received

Proposed Amendments to Surrey Municipal Ticket Information By-law, 1994, No. 12508

The following amendments are proposed to the Surrey Municipal Ticket Information By-law, 1994, No. 12508 as follows:

Replace Schedule 3 with the following:

<u>BUSINESS LICENSE BY-LAW, 1999, 13680</u>	<u>SECTION</u>	<u>FINE</u>
1. No business license	3	\$500.00
2. Business license not posted	18	\$200.00
3. Prevent inspection	28	\$500.00
4. Fail to comply with housing agreement	39(6)	\$200.00
5. Fail to keep guest register	49(1)	\$500.00
6. Fail to record information	49(2)	\$500.00
7. Fail to produce records for inspection	49(5)	\$500.00
8. Sale of a prohibited animal	55.1(1)	\$500.00

Proposed Amendments to Bylaw Notice Enforcement Bylaw, 2016, No. 18691

The following amendments are proposed to the Bylaw Notice Enforcement Bylaw, 2016, No. 18691 as follows:

Between the contraventions and penalties of “Section 28” and “Section 49(1)” in Part 1 of Schedule A, insert the following new contravention and penalties:

A1	A2	A3	A4	A5	A6	A6
Bylaw No.	Section	Description	Penalty	Early Payment Penalty	Late Payment Penalty	Compliance Agreement Available (50% of Penalty)
13680	39(6)	Fail to comply with housing agreement	\$200.00	\$150.00	\$250.00	Yes



CORPORATE REPORT

NO: 2026

COUNCIL DATE: FEBRUARY 8, 2021

REGULAR COUNCIL

TO: Mayor & Council DATE: February 4, 2021

FROM: Director, Strategic Initiatives & Corporate Reporting
General Manager, Planning & Development
General Manager, Corporate Services FILE:

SUBJECT: Opportunities to improve the quality of care being provided in Supportive Recovery Homes in Surrey

RECOMMENDATION

The General Manager, Planning & Development and the Director, Strategic Initiatives & Corporate Reporting recommends that Council:

1. Receive this report for information;
2. Endorse the Housing Agreement attached as Appendix "I";
3. Approve amendments to the *Business License By-law, 1999, No. 13680* ("Business License Bylaw"), as documented in Appendix "II" of this report;
4. Direct the City Clerk to give public notice in the form of newspaper advertisement, once a week for two consecutive weeks, of the proposed amendments to the Business License Bylaw as documented in Appendix "II" of this report and to provide an opportunity to persons who consider they are affected by the proposed bylaw to make written representations to Council;
5. Direct the City Clerk to provide a copy of this report to each operator of a licensed Supportive Recovery Home in Surrey, each property owner that contains a licensed Supportive Recovery Home in Surrey, and each Community Association in Surrey;
6. Direct staff to report back to Council on any written representations received prior to Council considering final adoption of the amendments to the Business License Bylaw, as documented in Appendix "II" of this report; and
7. Authorize the City Clerk to bring forward to the amended Business License Bylaw for the required readings.

INTENT

The purpose of this report is to obtain Council's approval to amend the Business License Bylaw to require assisted living residences for supportive recovery ("Supportive Recovery Homes") to complete a Housing Agreement with the City as a condition of a new business licence and all business licence renewals as of November 1, 2021 in an effort to improve the quality of care being provided to residents of Supportive Recovery Homes.

BACKGROUND

On June 29, 2020, Council received Corporate Report R104; 2020, a copy of which is attached as Appendix "III" and subsequently directed staff to complete additional research and consultation on opportunities to improve the quality of care provided and the number of Supportive Recovery Homes operating in Surrey.

Assisted Living Residences for Supportive Recovery

Persons who are recovering from a substance use addiction may consider moving into a Supportive Recovery Home. A Supportive Recovery Home provides care and supervision for adults who require low to moderate support such as structured activities, group work and peer mentoring for recovery from substance use before they move back to independent settings in their community.

Supportive Recovery Homes are privately run facilities typically in residential homes. These facilities are also commonly referred to as group homes, sober living homes, and transition homes. Supportive Recovery Homes are regulated by the Province under the *Community Care and Assisted Living Act, S.B.C., 2002, c.75* and operators are required to be registered by the Assisted Living Registrar through the Ministry of Health.

In 2016, the Province updated the *Community Care and Assisted Living Act* to enhance the powers of the Assisted Living Registrar to provide greater oversight.

In 2019, the Province introduced the *Assisted Living Regulation, B.C. Reg. 189/2019*, effective December 1, 2019, to improve the quality of Supportive Recovery Homes.

Based on the updated *Community Care and Assisted Living Act*, and new *Assisted Living Regulation*, the core services of a Supportive Recovery Home consist of two services: hospitality service and assisted living service.

Hospitality Services include:

- Planning and providing meals and snacks;
- Housekeeping services;
- Laundry services;
- Planning and providing social and recreational opportunities; and
- 24-hour personal emergency response system.

Assisted Living Services may include:

- Assistance with managing medication;
- Programming (or psychosocial) supports;
- Behaviour management support;
- Therapeutic diets support;

- Safekeeping of money and other personal property; and
- Support with activities of daily living.

An operator only needs to provide one assisted living service to be eligible for registration as a Supportive Recovery Home.

Business Licensing for Supportive Recovery

The Business License Bylaw requires that:

- Every applicant for an alcohol and drug recovery house licence must submit to a criminal background check;
- Every operator of an alcohol and drug recovery house must keep a register book of all persons provided accommodation, including dates of arrival and departure;
- The operator of an alcohol and drug recovery house must require every person provided accommodation to sign the register; and
- The registration records must be produced for inspection at the request of an Inspector or the Chief Constable.

DISCUSSION

As discussed in Appendix “III”, there are a significant number of Supportive Recovery Homes in Surrey as compared to other communities in British Columbia. In addition, there are a number of challenges associated with Supportive Recovery Homes operating in Surrey.

Other communities, such as the City of Abbotsford and City of Maple Ridge have experienced similar concerns and/or challenges with Supportive Recovery Homes in their communities. In an effort to resolve these concerns and/or challenges, each community requires each Supportive Recovery Home operator and their property owner complete a Housing Agreement with their respective local government.

While staff previously proposed a Housing Agreement for Surrey based on the City of Abbotsford’s approach, following Council’s direction’s, staff established a Working Group of experienced substance abuse and recovery professionals to better inform the development of a Housing Agreement for Surrey. The Working Group was comprised of:

- Susan Sanderson - Executive Director, Realistic Success Recovery Society;
- Dr. Carson McPherson - Managing Director, Cedars Cobble Hill and Acorn Recovery;
- Brenda Plant - Executive Director, Turning Point Recovery and Chair, BC Addiction Recovery Association; and
- Keir MacDonald - Chief Executive Officer, Phoenix Society.

Over the course of two meetings, staff received guidance and advice from the Working Group to inform the development of the proposed Housing Agreement, a copy of which is attached as Appendix “I”.

The Housing Agreement, which is registered on title, is an agreement between the operator, the property owner (if different from the operator) and the City. Council would approve a Housing Agreement as a Bylaw with each Supportive Recovery Home. The notable components of the proposed Housing Agreement are as follows:

- The operator covenants and agrees with the City to operate the Supportive Recovery Home in accordance with the requirements of the *Community Care and Assisted Living Act* and the *Assisted Living Regulation*;
- The operator shall ensure that each Resident enters into a residency agreement within 24-hours of occupying a residential premise in the Supportive Recovery Home;
- The operator shall ensure that each Resident has a short-term Service Plan within 72-hours of occupying a residential premise the Supportive Recovery Home;
- The operator shall ensure that each Resident has a personal service plan within 7-days of occupying a residential premise the Supportive Recovery Home;
- The operator shall ensure that each Resident has a transition plan within 24-hours of occupying a residential premise the Supportive Recovery Home;
- No more than two Residents who previously resided outside of Surrey may have conditions related to their conditional release, bail, and/or judicial interim release that require them to stay at the Supportive Recovery Home;
- Each operator upon request, and no more than 4 times per calendar year, shall provide for every Resident in the preceding month; the date that they arrived, the date that they departed (if applicable), their year of birth, their city of birth, their city of residence prior to entering the Supportive Recovery Home (if applicable) and indicate if they have conditions related to their conditional release, bail, and/or judicial interim release that require them to stay at the Supportive Recovery Home; and
- The term of the proposed Agreement is 5-years from the date the Bylaw adopting each operator's Agreement is finally adopted. The City may, at its sole discretion, renew this Agreement for two additional 5-year terms provided that the property owner and/or the operator have not been in default of any of the conditions of this Agreement.

The Working Group has expressed their support for the Housing Agreement as detailed in the letter attached as Appendix "IV".

While providing support for the Housing Agreement, the Working Group expects that not all property owners will agree to execute the Housing Agreement. As such, the Working Group has requested for existing operators that the City support completing the Housing Agreement with just the operator should the property owner not agree to execute the Housing Agreement. The Working Group recommends that any new Supportive Recovery Home require that the property owner execute the Housing Agreement.

Staff see the merits of the request by the Working Group and as such would revise the proposed Housing Agreement to exclude the property owner from the Housing Agreement should a property owner of an existing Supportive Recovery Home unreasonably not agree to execute the Housing Agreement.

Business License Bylaw

It is recommended that the Housing Agreement be a condition of business licence for any new Supportive Recovery Home and that it be a condition of business license renewal for all existing Supportive Recovery Homes as of November 1, 2021. This grace period will provide existing operators and property owners sufficient time to work with staff to prepare the required Housing Agreement and associated bylaw well in advance of their renewal date.

A summary of the proposed amendments to the Business License Bylaw is outlined in Appendix "II" of this report.

Section 59(2) of the *Community Charter* requires that notice be given of the proposed bylaw and that an opportunity be provided for persons who consider they are affected by the bylaw to make representations to Council.

Staff recommend that persons who consider they are affected by the proposed bylaw make written representations to Council. Staff will summarize these comments and will bring a subsequent corporate report to Council prior to Council considering final adoption of amendments to the Business License Bylaw.

Should Council approve the proposed amendments to the Business License Bylaw, it is recommended that the legislative notice requirement be satisfied by placing a formal notice on www.surrey.ca, with links to the proposed Bylaws and this Corporate Report. This notice will be posted on the City website on Monday February 1, 2021 and will invite written comments until Friday February 19, 2021.

In addition, it is recommended that each operator of a licensed Supportive Recovery Home in Surrey, each property owner that contains a licensed Supportive Recovery Home in Surrey, and each Community Association in Surrey be advised of the proposed amendments to the Business License Bylaw and refer them to www.surrey.ca for more information.

Next Steps

In effort to improve both the quality of home operators and the quality of care being provided at these homes, staff are preparing to:

- Report back to Council on any written representations received prior to Council considering final adoption of the amendments to the Business License Bylaw;
- Upon final adoption of the proposed amendments to the Business License Bylaw, bring forward Housing Agreements and their associated Bylaw for each existing Supportive Recovery Home to Council for their consideration;
- Continue to work with the Province (Ministry of Health and Ministry of Mental Health and Addictions) to identify opportunities to continue to work together to improve the quality of care being provided;
- Continue to work with the Province (BC Housing / Ministry of Attorney General and Ministry responsible for Housing) to find opportunities for further BC Housing supportive housing projects in Surrey; and
- Request that the Province (Ministry of Social Development) increase the per diem provided to Supportive Recovery Homes.

Legal Services Review

The City's Legal Services Division has reviewed this report.

SUSTAINABILITY CONSIDERATIONS

The proposed amendments to the Business License Bylaw and the next steps outlined in this report are supportive of the objectives of the City's Sustainability Charter 2.0. In particular, this work relates to the Sustainability Charter 2.0 theme of Health and Wellness, Inclusion and Public

Safety. Specifically, the proposed amendments to the Business License Bylaw supports the following Strategic Directions (“SDs”) and Desired Outcomes (“DOs”):

- Health Services and Programs SD4: Improve the regulation and funding of recovery houses in Surrey;
- Community Safety and Emergency Services SD2: Increase community engagement and mobilization in order to enhance personal and public safety;
- Community Safety and Emergency Services SD4: Enhance intergovernmental relations, and ensure broad partnerships and collaboration to address multijurisdictional social issues (e.g., homelessness, mental health, addictions, etc.);
- Housing SD9: Facilitate the development of shelter facilities and supportive housing as outlined in the Master Plan for Housing the Homeless in Surrey; and
- Community Safety and Emergency Services DO5: Surrey is recognized and perceived as a leader in establishing and maintaining collaborative partnerships for community safety and well-being.

CONCLUSION

Persons who have substance use related challenges have various substance use services available to them. Many of these services are regulated by the Province under the *Community Care and Assisted Living Act* and provided by the Fraser Health Authority or through a contracted service provider. The City can further ensure that quality of care is being provided to residents in Supportive Recovery Homes operating in Surrey by implementing new requirements as outlined in this report.



Jeff Arason, P.Eng.
Director, Strategic Initiatives &
Corporate Reporting



Jean Lamontagne
General Manager, Planning & Development



Rob Costanzo
General Manager, Corporate Services

[https://surreybc.sharepoint.com/sites/cmcitymanageradmin/council/supportive recovery homes february 8 2021 council meeting.docx](https://surreybc.sharepoint.com/sites/cmcitymanageradmin/council/supportive%20recovery%20homes%20february%208%202021%20council%20meeting.docx)
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JA/

Appendix “I”	Housing Agreement for Supportive Recovery Homes
Appendix “II”	Proposed Amendments to Business License By-law, 1999, No. 13680 Alcohol and Drug Recovery Houses
Appendix “III”	Corporate Report R104; 2020
Appendix “IV”	Working Group letter of support

** Appendices available upon request*

Layton, Jessica

From: Carrie Yu <carrieyurealestate@gmail.com>
Sent: March 2, 2021 3:10 PM
To: Clerks Department Webmail; jrarson@surrey.ca
Subject: Proposed new requirements for Supportive Recovery Homes in Surrey

Hello Jeff,

I am the property manager for 14465 60 Ave Surrey, where the resident is a licenced Supportive Recovery Home. We received the letter from the city in regards to the proposed new regulation. Our tenant has been renting the property since 2016. From the eyes of an owner, they are good tenants, we had never got complaints from the neighbours, or from the city. Here is the comment we have on the new requirement : As the owner, we make efforts to avoid people who plan to rent our property to conduct illegal activities. However, getting interference with the quality of how the operator runs their business and how the operator handles his members is outside the scope of owners' responsibilities. In our opinion, it is not necessary for the owner to obtain a license on that. But if it becomes a requirement , we have no options but to comply with it.

Thanks and regards

Carrie Yu

RA Realty Alliance Inc

Office: 778 589 2688
Fax: 778 589 2666
Cell: 604 537 3999

CLERKS DEPT
2021 Mar 02
3900-20-20293
RCPH

From: [REDACTED]
To: [Arason, Jeff](#)
Cc: [Clerks Department Webmail](#)
Subject: Disapproval of proposed new requirements
Date: March 10, 2021 12:41:51 PM

CLERKS DEPT
2021 Mar 12
3900-20-20293

To Jeff Arason,

I am a registered owner of a property that contains a licensed Supportive Recovery Home in the city of Surrey. I am not an operator.

The purpose of the proposed amendments are solely of benefits the City, yet great liability at the expense of property owners. This Agreement is by no means considered Mutual as stated in part 9. My proposal is for this section to be amended and the proposals made to be in consideration of the owner and the approval of owners.

As an owner I do not agree to the part 3. Obligations of the Owner. A signed consent complete signed consent will need to be made by owners should be put in place in order for operators of license to continue.

Multiple attempts has been made to contact you through this number ; 604-591-4367 with no voicemail to leave a message. I am awaiting your reply .

Signed,

[REDACTED]
s. 22(1)

9. Mutual Covenants and Agreements

9.1. Where the Owner or Operator consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations and the Operator's obligations under this Agreement.

9.2. This Agreement or any of the rights conferred by this Agreement upon:

- (a) the City may be assigned in whole or in part by the City without the consent of the Owner or Operator;
- (b) the Operator may be assigned in whole or in part by the Operator with consent of the City, such consent may unreasonably withheld; and
- (c) the Owner may be assigned in whole or in part by the Owner with the consent of the City acting reasonably.

9.3. Nothing contained or implied herein will derogate from the obligations of the Owner or Operator under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the Local Government Act and the Community Charter, and all amendments from time to time, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

9.4. The Owner and Operator and the City hereby acknowledge, agree and declare that this Agreement is entered into for the sole purpose of benefitting the City and, in particular, acknowledge, agree and declare that this Agreement is not designed to protect or promote the interests of the Owner or the Operator or any mortgagee of the Owner or Operator, or any future owner or occupier of the Lands and any improvements on the Lands or any other person and the City may, at its sole option, execute a release of

this Agreement at any time without liability to any person for so doing.

9.5. The Owner and the Operator agrees that the City is not required or is under no obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever.

9.6. The Owner and the Operator acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof of the exercise of any other right.

9.7. The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law or in equity. In addition to any remedies which are available under this Agreement or at law, the City will be entitled to all equitable remedies, including, without limitation, specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Owner and the Operator acknowledges that specific performance,

9

injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner or the Operator under this Agreement.

9.8. In an action to enforce this Agreement in respect of which the court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor- client basis.

9.9. All the obligations and covenants in this Agreement are severable, so that if any one or more of the obligations or covenants are declared by a court of competent jurisdiction to be void and unenforceable, the balance of the obligations and covenants will remain and be binding.

9.10. The word "including", when following any general statement, term, or matter, is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following, or to similar items; rather, such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

9.11. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their personal representatives, respective heirs, executors, administrators, successors, and assigns.

9.12. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.

9.13. Wherever the singular or the masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties hereto so require.

9.14. The Owner shall do, or cause to be done, all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement including acts necessary to effect an assignment pursuant to Section 9.2.

9.15. This Agreement may be executed in any number of counterparts and delivered via facsimile or e-mail, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument, provided that any party delivering this Agreement via facsimile or e-mail will deliver to the other party any originally executed copy of this Agreement forthwith upon request by the other party.

9.16. This Agreement represents the entire agreement between the City and the Owner and the Operator regarding the matters set out in this Agreement and supersedes all prior agreements, letters of intent or understandings about these matters.

From: [Terry Brock](#)
To: [Clerks Department Webmail](#)
Subject: Comments on the Proposed new requirements for Supportive Recovery Homes in Surrey
Date: March 12, 2021 1:10:58 PM
Attachments: [image001.png](#)
[image002.png](#)
[Lookout Comments to Corporate report R026.docx](#)
Importance: High

CLERKS DEPT
2021 Mar 12
3900-20-20293

Greetings.

We received a letter from the City of Surrey on February 17, 2021 inviting us to provide comments on the proposed amendments to the Surrey Business Bylaw. We are grateful for the opportunity to comment and have included our comments in the attached document.

We hope our suggestions are helpful in the Council's deliberation on the proposed changes.

Respectfully,

Terry Brock MSW RSW
Director of Health - Fraser Region
Lookout Housing and Health Society
C: 778-789-5475
www.lookoutsociety.ca



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[Your donation has a direct impact on the life of someone who is homeless](#)

Lookout Housing and Health Society's valuable work is located on unceded Indigenous land belonging to various Coast Salish nations.

SUGGESTED DRAFT SUBMISSIONS TO SURREY In response to Corporate Report No. R026

I. Introduction

Thank you for the opportunity to provide comments to the Corporate Report No. R026 to the City of Surrey's Mayor and Council amendment to Surrey's business license bylaw (referred to below as "**R026**"). R026 contemplates an amendment to Surrey's business license bylaw(s) and process, whereby assisted living residences offering supportive recovery from substance use will, as a condition of issuance and eventually, renewal of business licences, have their operators and in some cases landowners, enter into a Housing Agreement along the lines of Appendix 1 to R026. (We will refer to this as the "**Housing Agreement Requirement.**")

The critical purpose underlying the Housing Agreement Requirement is identified throughout R026 as improving the quality of care provided to residents in such facilities. It appears that there is also a related purpose of reducing or eliminating poorly run facilities which cannot meet stipulated quality of care levels or choose not to do so.

II. Relevant Bylaw(s) Should Clarify that Housing Agreement Requirement Does Not Apply to Non Profit organizations as Operator of Current Supportive Recovery Facilities

A. Indicators that Housing Agreement Requirement Does Not and Should Not Apply to Non-Profit organizations.

As a preliminary point, Lookout notes that it has been sent R026 for comment solely by virtue of being "the registered owner" of certain of lands.

This implicit acknowledgement that the Housing Agreement Requirement does not apply to Non Profit organization like Lookout in its capacity as *operator* is supported by a number of other reports and communications from Surrey, including Corporate Report No. R104 (attached as Appendix III to R026. See, in particular, p. 3 of R104 noting distinctions between Supportive Recovery Homes and facilities operated by Lookout and others under contracts with Fraser Health and B.C. Housing.)

It is also supported by the repeated description throughout R026 of Supportive Recovery Homes as "**privately** run facilities, typically in residential homes" which offer supportive recovery services. (Emphasis added.) While Lookout is a private non-profit, services in issue are provided through contracts with these public bodies.

There are further compelling reasons why supportive recovery residences run by Non Profit Organizations pursuant to contracts with public bodies should not be treated as "privately run facilities" and subject to the Housing Agreement Requirement. One, which might not be evident at first blush, is the havoc any contrary approach would wreak and the conflicts it would create with respect to privacy law issues.

The 2004 inception of the *Personal Information and Privacy Act* ("**PIPA**") regulating protection of personal information by the private sector introduced a number of difficult legal issues in relation to the

application of PIPA vs. the privacy statute regulating the public sector, the *Freedom of Information and Protection of Privacy Act* (“**FIPPA**”) for Non-Profit Organizations.

Some of the thorniest issues, on which there is as yet no binding authority from B.C.’s Courts or Privacy Commissioner, revolve around the issue of who possesses and controls private information in the kinds of circumstances described above. Is it PIPA or FIPPA which governs the situation? Is it the private non-profit or the public entity like FHA or BCH which truly has possession/control of personal information obtained in the course of providing the services, for purposes of determining who has the rights and obligations alike to record, keep, protect, administer, and, where required by law, disclose to outside entities private information.

The proposed Housing Agreement appears to have been drafted without consideration of certain privacy law issues. A particularly clear example arises with respect to the reports and surveys contemplated in ss. 4.7-4.9 of the proposed Housing Agreement.

It is an entirely different matter to voluntarily agree to disclose private information in the absence of any prior legal compulsion to do so, as the proposed Housing Agreement appears to do. Non Profits, and the public entities with whom it contracts are no more free to enter voluntary contracts setting aside their privacy obligations in favour of disclosure to third parties any more than the City would be free to make voluntary agreements to share protected private information about its ratepayers or employees with outsiders who otherwise have no legal entitlement to this.

Since the proposed Housing Agreement is presented throughout as a voluntary contract, it is in fact difficult to see how any private or public body subject to the Housing Agreement Requirement could comply with their statutory obligations in the face of provisions such as ss. 4.7-4.9. On a minor point, s.5.2(e) appears to attempt something along these lines as it contemplates residents agreeing to the release of certain information but only where this can be done “in accordance with the requirements of FIPPA.”

Finally, it makes sense in light of the stated goals in R026 that facilities operated under contract with public bodies should be exempted from the Housing Agreement Requirement. Quality of care is already doubly protected in such instances by virtue of the mandated registration with the ALR and oversight by the contracting public bodies pursuant to their service contracts.

B. Suggestions Re: Clarifying Amendments

At present, Surrey Business License Bylaw No. 13680 refers only to “Alcohol and Drug Recovery Houses,” which is broadly defined and contains no public/private distinction:

“Alcohol and Drug Recovery House” means a building which contains sleeping units for persons receiving care and support for recovery from alcohol and drug dependency.

This definition is overbroad. Read literally, it could apply to any facility where even just a couple of beds are occupied by persons who are receiving (inside and perhaps even outside the facility) assistance with such recovery along with many other unrelated supports.

This is clearly not what is meant by the term Supportive Recovery Homes in R026. Yet it appears that no amendments to the above, or any other relevant definition are proposed in R026.

It may be that the problem could be resolved by including limiting factors in the Bylaw's definition section similar to those in the Assisted Living Residence Act and Regulations, where minimum numbers of residents are set and the term "primarily" is used when describing services received.

A. Provisions under headings 4. Obligations of Operator and 5. Satisfying the CCALA and ALR

We agree with the Working Group that the provisions in sections **4.1(e), 4.2, 4.3, 4.4, 4.5, 4.6, 5.2 (b), (c), (d), f), (g), 5.3, 5.4, and 5.5** all appear logically connected to the stated goal of improving the quality of care for residents. In contrast to provisions discussed below, these appear to pose no problems of practicability, undue complexity, or conflicting legal obligations for an operator.

For the remaining provisions under headings 4 and 5, we wish to point out the following issues:

Sections 4.1(a), (b), (d), (f), 5.1(a), 5.1(b), and 5.2(e) appear to seek no more than acknowledgement of operators' pre-existing legal obligations under other applicable laws and regulations and agreements to comply with these. The necessity for such provisions is unclear and they seem redundant. Section 31.2 of Bylaw 13680 enables Surrey to impose requirements on a license that require the holder to comply with any Surrey Bylaw or other provincial or federal enactment within a specified period of time.

If the key purpose of the foregoing list of sections is to educate operators on their other legal obligations, this information could be moved to a single paragraph in the Recitals section of the Housing Agreement or outside the agreement altogether. This would promote brevity and reduce complexity in the agreement itself.

Section 4.1(c) provides that "no more than two Residents who previously resided outside Surrey may have conditions related to their conditional release, bail, and/or judicial interim release that require them to stay at the Supportive Recovery Home."

First, there is no discernable connection between 4.1(c) and the stated goal of improving quality of care. Second and more importantly, this seems impossible to implement in many situations. An operator does not, for example, control conditions related to release and bail measures. Moreover, this section requires the operator to ascertain for all residents whether they "previously resided outside Surrey" in order to ensure there are no more than two. For anyone – and most particularly for an individual who has been experiencing homelessness - what constitutes "residing" somewhere? And for how long? And during what period?

This criterion simply cannot be determined by operators with any reliability or consistency. As such, it is at least as likely as not to derogate from overall quality of care rather than improving by potentially excluding individuals who should be permitted in these facilities but may be incorrectly screened out on confusing residency grounds. We respectfully suggest that s.4.1(c) should be eliminated.

The requirements regarding reports and surveys in **sections 4.7 to 4.9** run up against conflicting privacy law obligations, regardless of whether an operator is governed by PIPA or FIPPA. Similar problems arise with respect to:

A party cannot excuse themselves from their duty to maintain confidentiality over private information by voluntarily assuming contractual duties to disclose it.

We suggest that these provisions should be removed from the proposed Housing Agreement. At a minimum, they should be modified to provide for the provision of statistical information without disclosure of protected personal information.

Finally, s.5.2(a) of the proposed Housing Agreement requires that all Residents agree not to possess, hold, use, etc. any alcohol or controlled substance. This is an understandable provision and connected to quality of care in strictly abstinence-based facilities. However, it leaves no room for harm reduction principles and would almost certainly harm the quality of care in other facilities.

B. Other Provisions

Several of the provisions under headings 6-9 concerning assorted “mechanics” and ancillary provisions of the proposed Housing Agreement seem extraordinarily and disproportionately favourable to Surrey, while others seem impracticable. The following are some examples.

Section s.91 provides, among other things, that where an operator consists of more than one person, each person will be jointly and severally liable to perform the operator’s obligations under the Housing Agreement. Read literally, there is simply no feasible way to apply this to larger organizations.

Section 9.4 has the parties “acknowledge, agree and declare that this Agreement is entered into for the purpose of benefitting the City.” This seems directly at odds with the stated purposes of the Housing Agreement Requirement throughout R026. At a minimum, the opening two lines, if not the entirety of s.9.4 should be removed.

Section 9.8 provides that in any successful action to enforce the agreement, the City alone would be entitled to court costs on the far higher solicitor-client basis, usually reserved for cases of inappropriate conduct in litigation by the unsuccessful party. This is inequitable, extreme, and an unusual hardship particularly for non-profit operators who may have legitimate and important issues to raise in court proceedings. We respectfully request that this provision be removed.

III. Appreciation

Thank you for the opportunity to comment on the proposed amendments to the Surrey business license bylaw. We hope our feedback is helpful in your ongoing deliberations.

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March 12, 2021

To: City of Surrey WORKING GROUP

RE: Response to proposed new requirements for Supportive Recovery Homes in Surrey

Hello. Tansi, (a Cree greeting pronounced 'tan-say'). My name is Cecilia Henry. I'm the Executive Director of Seven Sacred Fires Society, SSFS, (former Cwenengitel Aboriginal Society). SSFS is one hundred percent Indigenous lead. The leadership includes an Elder's Council who are present at SSFS 3 days per week for cultural programs, to provide consultation for the Board of Directors and to advise cultural protocol. SSFS has been serving the community of Surrey since 1995, as a supportive recovery house for men and as a gathering place for Indigenous cultural ceremony.

SSFS holds a year-round fire permit to offer 2 sweatlodges for community healing, one for men and another for lifegivers. There is also the large Sas'qets Spirit Room for indoor ceremonies. From March 2019 to March 2020, SSFS hosted 2,061 visitors. While COVID-19 has cancelled much of our community ceremonies and closed our doors to gatherings since March 2020 onward, we look forward to the community returning when it is safe.

SSFS fully recognizing the importance of implementing Article 23 of the UN Declaration on the Rights of Indigenous Peoples. *'Indigenous peoples have the right to determine and develop priorities and strategies for exercising their right to development. In particular, indigenous peoples have the right to be actively involved in developing and determining health, housing and other economic and social programmes affecting them and, as far as possible, to administer such programmes through their own institutions.'*

The 12-bed men's residential recovery program provides population-specific supports and programming. In Metro-Vancouver, with a population of over 65,000 Indigenous peoples, there is less than 30 recovery/treatment beds specifically for Indigenous peoples. All (Indigenous) population-specific recovery beds are located in Surrey. Given there are no Indigenous recovery beds for Indigenous women, couples and families, SSFS future plans includes expanding to provide service to these groups as well. In 2020, 8 Indigenous men transferred to SSFS House from other recovery facilities to be connected to the Indigenous community and to take part in the Indigenous programming offered at SSFS. Our clients have deep trauma issues stemming from common personal histories of systemic racism, a high number being born with FAS(D), being raised in foster-care, high incarceration rates, family members

going missing or dying violently, suicidal ideation or previous attempts, addictions/homelessness, overdoses, childhood sexual and physical abuse, etc. In 2020, SSFS had 14 resident successes, all have reported they have maintained their sobriety and have completed goals such as; reconnecting with their children (up to 75% of Indigenous children in BC foster-care are returned to the father/family), returning to school or training, becoming employed full-time, maintaining independent housing or returning in good physical and mental health to their indigenous communities.

SSFS is a member of the Surrey Urban Indigenous Leadership Committee, SUILC, whose 2016 report, 'Profile of the Indigenous people in Surrey,' mentions Surrey has a steady migration of Indigenous peoples, with the current Indigenous population surpassing Vancouver's. SUILC forecasts Surrey's Indigenous population will double Vancouver's Indigenous population by 2035. SUILC recently discussed the lack of affordable housing. In Vancouver, there is approximately 1400 plus subsidized housing units specifically for Indigenous peoples in comparison to the less than 250 units currently available in Surrey. The 2020 Metro-Vancouver Homeless Count stated 33% of homeless peoples identified as being Indigenous. 68% of homeless Indigenous peoples reported two or more health conditions. 51% of homeless Indigenous peoples reported being unsheltered. 64% of homeless Indigenous peoples identified as being male.

SSFS is concerned the proposed By-law may contribute to the continued oppression of Indigenous peoples. This process did not include Indigenous service providers. While Appendix IV stated the Working Group was comprised of peoples with significant experience in recovery, (a 4-person group with some members from societies founded many years after SSFS began operations in 1995), who want to improve recovery models and regulations in BC, yet, did not have Indigenous presence nor consultation.

The information provided states the proposed By-law intends to improve the quality of care in recovery houses and the sole purpose to benefit the City of Surrey. The proposed By-law does not take the unique needs of (urban) Indigenous peoples into consideration.

In the May 2020, Office of the Human Rights Commissioner report 'Adding "social condition" as a protected ground to B.C.'s Human Rights Code,' A project working with a vulnerable population shared the following statement of potential discrimination on the basis of *social condition*:

"... described similar access to service issues and defined the resulting zones of exclusion as: [S]ites marked by increased surveillance and policing. Strategies of control and punishment are implemented at these sites in order to protect them from the presence of unwanted people and from potential disruption..."

With the Indigenous people's numbers in Surrey growing rapidly, this city can expect to see new or expanding Indigenous resources, services and businesses. In the spirit of friendship and collaboration, SSFS would like to encourage the City of Surrey to engage in mutually respectful relationships.

SSFS would like the Working Group to consider the following Truth and Reconciliation 'Calls to Action:'

20. In order to address the jurisdictional disputes concerning Aboriginal people who do not reside on reserves, we call upon the federal government to recognize, respect, and address the distinct health needs of the Métis, Inuit, and off-reserve Aboriginal peoples.

36. We call upon the federal, provincial, and territorial governments to work with Aboriginal communities to provide culturally relevant services to inmates on issues such as substance abuse, family and domestic violence, and overcoming the experience of having been sexually abused.

46. ii. Repudiation of concepts used to justify European sovereignty over Indigenous lands and peoples, such as the Doctrine of Discovery and terra nullius, and the reformation of laws, governance structures, and policies within their respective institutions that continue to rely on such concepts.

SSFS will adhere to the final decisions. We conclude our comments with the following recommendations:

1. Provide opportunities for community engagement before proposed By-law is enacted.
2. Have Indigenous presence in Working Groups and representation from the local Indigenous Nations
3. Recognize and respect the authority of laws, acts and regulations related to Indigenous peoples.
4. Recognize the Indigenous population in Surrey represents many Indigenous Nations from across Canada who reside on the unceded traditional territory of three land-based communities: Semiahmoo First Nation, Katzie and Kwantlen First Nation.

Thank-you for your time and consideration.



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