

**MINISTRY OF HOUSING  
DECISION BRIEFING NOTE**

**PURPOSE:** For DECISION of Teri Collins, Deputy Minister  
David Galbraith, Deputy Minister, Social Development and Poverty  
Reduction

**ISSUE:** Urgent need for fire safety items for people experiencing homelessness.

**DECISION REQUIRED/ RECOMMENDATION:** Homelessness Policy and Partnerships Branch (HPPB) staff are seeking approval for the Strategic Fire Prevention Group's plan to procure and distribute fire safety items to people experiencing homelessness.

**BACKGROUND:**

- Increasing numbers of people sheltering outdoors in both urban and rural communities has also increased fires, fire-related fatalities, and injuries, as well as building loss (see Appendix) as people sheltering in encampments and vehicles struggle to stay warm.
- As a result, the Strategic Fire Prevention Group was formed by the Homelessness Policy and Partnerships Branch and includes staff from BC Housing, Ministry of Social Development and Poverty Reduction (SDPR), Ministry of Health, and the Office of the Fire Commissioner.
- Risks associated with outdoor sheltering include; unsecured propane tanks, open flames and heaters, highly flammable tarps and materials, carbon monoxide, and the use of substances in tents, structures and vehicles.

**DISCUSSION:**

- The immediate goal of the Strategic Fire Prevention Group is to fund, acquire, and distribute fire safety supplies and education materials to individuals sheltering outdoors this winter season.
- Through Budget 2022, BC Housing received \$4 million over three years for Encampment Supports and can allocate \$100,000 for materials to keep people safe while sheltering in encampments.

s.13

s.13

#### **INDIGENOUS PEOPLES CONSIDERATIONS:**

- Indigenous People are overrepresented in homelessness across the province, making up 39 per cent of the 8,655 people counted in the 2020/21 Homeless Count compared to 6 per cent of general population. Indigenous Homelessness is also understood to have many dimensions beyond a lack of affordable housing that includes forced disconnections from community, culture, spirituality, and family – with increased risk of systemic harms.
- Indigenous People sheltering in or engaged with encampments may utilize sacred fires for ceremonial purposes. It is advised these be part of fire safety and monitoring plan in consultation with the local fire department where appropriate, and education be provided on these cultural practices as part of being trauma-aware and culturally-safe practitioners.

#### **GBA+ OR DIVERSITY AND INCLUSION IMPLICATIONS:**

- People from racialized backgrounds and communities, as well as those with distinct needs such as youth, LGBTQ2S+ and people with disabilities are also disproportionately impacted by homelessness, which is why engagement and actions address distinct and intersectional needs.

#### **OTHER MINISTRIES IMPACTED/CONSULTED:**

The Ministry of Social Development and Poverty Reduction, Emergency Management BC - Office of the Fire Commissioner, BC Housing, the Ministry of Health.

#### **OPTIONS:**

**Option 1:** Approve plan to proceed with purchase and distribution of full list of fire safety items (tarps, extinguishers, CO2 monitors, additional items) through allocating \$100,000 through the Budget 2022 Encampment Supports funding (BC Housing)

s.13

s.13

**RECOMMENDATION: Option 1**

**RECOMMENDED OPTION APPROVED**  
or **OPTION \_1\_ APPROVED**  
(Whichever fits best for the options presented)



---

Teri Collins, Deputy Minister  
Housing

**DATE: January 8, 2023**



---

David Galbraith, Deputy Minister  
Social Development and Poverty  
Reduction

**APPENDIX: Recent fire incidents**

**PREPARED BY:**  
Michael Duncan  
Policy Analyst

**APPROVED January 8, 2023 BY:**  
Teri Collins, Deputy Minister  
Housing

Homelessness Policy and Partnerships  
778-698-9191

250-952-2569

David Galbraith, Deputy Minister  
Social Development and Poverty  
Reduction

**APPENDIX:** Recent fire incidents

- More than 37 fires at the Abbotsford Lonzo Road encampment from January to October 2022.
- On October 23, 2022, a tent fire on East Hastings led to two people in hospital with 2nd/3rd degree burns. This was the 23rd tent fire in 2022.
- On October 2, 2022, a tent fire in an alley of East Hastings St. triggered a sprinkler system leading to evacuation and temporary displacement, or shelter in place, of 100+ residents.
- Fire safety risks and recent fatal fires led to a Vancouver Fire Rescue Services fire order along Hastings Street in Vancouver in July 2022 that remains active.
- Significant fire safety risks in the Prince George encampments that includes pallet structures, crowding, hoarding, propane tanks and makeshift chimneys, have been highlighted by the Prince George Fire Department. A recent fire at Millenium Park on November 19<sup>th</sup> destroyed three tents and fortunately didn't result in serious injury or death.
- In November 2022, A fire at an encampment near View and Cook Streets in Victoria caused one death, and the coroner's service is investigating. The identity of the person was unknown.
- In April 2022, a person was found deceased in a tent fire in Surrey;
- In February 2022, two people were found dead in a vehicle outside a Saanich shelter due to suspected carbon monoxide poisoning.
- In 2021, a man died in a van fire in Beacon Hill Park in Victoria.
- In June 2022, a fire erupted at Bowen Park in Nanaimo related to an encampment. Propane tanks and plastics involved.
- In Sept 2022, a large fire erupted at an encampment in Nanaimo behind the Nanaimo Ice Centre. Wood pallets were being burned for warmth.
- In Feb 2021, fire at a homeless camp temporarily shut down the CP Rail line in Mission.
- In Nanaimo in 2020, multiple propane tank explosions dispersed an encampment with more than 100 people downtown.
- There are many more examples.

**MINISTRY OF HOUSING  
MEETING BULLETS**

**PURPOSE:** **MEETING** Bullets for the Honorable Ravi Kahlon, Minister  
Ministry of Housing

**Meeting with:** The Honourable Ahmed Hussen, Minister of Housing and Diversity and  
Inclusion on 12/16/2022

**Issue:**

To inform Honourable Hussen that British Columbia will accept the National Housing  
Co-Investment Fund Repair and Renovation offer bilateral agreement.

**SPEAKING BULLETS:**

- Thank you for taking the time meet with me.
- As the new Minister of Housing, I've recently been briefed on the federal offer relating to the National Housing Co-Investment Fund repair and renovation stream.
- I asked for this meeting to inform you that BC intends on entering a bilateral agreement with CMHC.
- We appreciate the federal commitment of up to \$26 million in contribution to repair a minimum of 2,600 units of provincially owned affordable rental housing stock over three years.
- I understand BC has a strong relationship with the federal government in working together to meet the housing needs of British Columbians.
- I look forward to working with you in the Housing Forum in the future.

**Prepared by:**

Juliana Ko  
Senior Policy Analyst  
Housing Policy Branch  
778-679-9656

**Approved by:**

Teri Collins  
Deputy Minister  
Ministry of Housing  
250-952-2569

Bonnie Ruscheinski  
A/Assistant Deputy Minister  
Ministry of Housing  
778-974-5870

**Attachments:**

Biography Ahmed Hussen  
BC Offer Letter

Canada

The Honourable Ahmed Hussen

Copyright

**Minister of Housing and Diversity and Inclusion**

**Canada**

York South—Weston

Copyright

Copyright

July 15<sup>th</sup>, 2022

Shayne Ramsay  
Chief Executive Officer  
BC Housing

Suite 1701-4555 Kingsway  
Burnaby, BC V5H 4V8

Re: National Housing Co-Investment Fund Renewal and Repair – Preliminary Funding Offer

---

Canada Mortgage and Housing Corporation (“CMHC”) and British Columbia share a common goal of preserving existing affordable housing stock and housing Canada’s most vulnerable. CMHC recognizes British Columbia as a critical partner and seeks to build upon existing funding frameworks to make further progress on this goal.

As was announced by The Honourable Ahmed Hussen on June 28, 2022, at the Federal-Provincial-Territorial Ministers Responsible for Housing Meeting, CMHC is pleased to extend an offer of funding which will allow you to complete necessary repairs to extend the life of your stock while improving the long-term sustainability of units, through the National Housing Co-Investment Fund (“NHCF”).

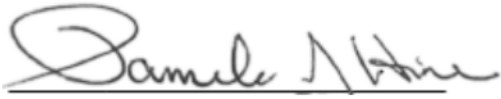
We are proposing to commit up to \$26,000,000 in contribution, to repair a minimum of 2,600 units to support the repair and renewal of provincially owned stock over the next three years, commencing at time of execution of contribution agreement. CMHC will consider additional funding should you express a desire to commit to a greater level of repair.

As a trusted partner of CMHC, the program offer considers a number of flexibilities and streamlines the process and reporting requirements.

Upon receipt of this offer, you will have until August 31<sup>st</sup>, 2022 to respond via email providing confirmation of key commitment terms. Shortly afterwards, an agreement and associated schedules will be provided, in which you will have 45 days to return an executed copy.

Key business terms have been attached. CMHC will be scheduling a meeting to discuss details of this offer and answer any questions that you may have.

Kind regards,



Pam Hine  
Vice-President, Housing Solutions



Chris Woodcock  
Director, Client Development and Government  
Relations

Cc: Kate Begent-Connors  
Pooi-Ching Siew  
Mike Pistrin  
Martin Austin



## Key Business Terms

### 1. Funding Offer

- a. Total of \$26,000,000 contribution funding for the repair of a minimum of 2,600 units to be completed within three years of execution of the agreement ("Repair Period").
- b. To be advanced in a single draw for the full amount of the contribution after the contribution agreement has been fully executed and all is to CMHC satisfaction.

### 2. Purpose of the funding

- a. The contribution shall be used in respect of the repairing of Provincially Owned Affordable Housing Stock for repair costs and shall not be used for any other purpose.
- b. Eligible Property Types include:
  - i. Community/Affordable Rental
  - ii. Shelters
  - iii. Transitional and Supportive Housing
  - iv. Urban Indigenous Community Housing
  - v. Mixed-use Market/Affordable Rental

### 3. Portfolio

"Portfolio" is defined as more than one residential rental buildings, where the primary use is residential, ("Buildings") to be repaired over the Repair Period that will be subject to the Conditions of Funding. Any calculations of Conditions of Funding are to be done at the portfolio level which, in turn, will allow for flexibility at the project level. Additionally, calculating Conditions of Funding at the portfolio level will grant proponents a level of flexibility on what they are to achieve.

For the purpose of clarity:

- a. Total number of units of the Portfolio is the sum all the units of the buildings included within the Portfolio.
- b. Conditions to Funding, and the commitments they represent within the agreement, are calculated at the Portfolio level.
- c. Portfolio achievement in energy consumption and GHG reduction is calculated as the weighted average reduction of all the buildings within the Portfolio.

### 4. Confirmation of key commitment terms

- a. by August 31<sup>st</sup>, 2022 indicate acceptance of offer via email, including any changes to the offer that occur through discussions with CMHC, and include the confirmation of the following details:
  - i. Amount of National Housing Co-Investment Fund (NHCF) contribution funding (full amount or portion of offer)
  - ii. # of units in the Portfolio
  - iii. # of affordable units within Portfolio
  - iv. At least a 25% reduction in EE and GHG at a Portfolio level relative to past or pre-repair levels
  - v. At least 20% of units within Portfolio are accessible either at time of execution of agreement or by the end of the Repair Period

- vi. Indication of willingness to commit to a level of repair beyond the initial offer

5. Expiry of Commitment

- a. PTs will receive a customized agreement within 10 business days of CMHC receiving confirmation of key commitment terms.
- b. PTs will have 45 days within receipt of agreement to return executed agreement.

6. Conditions of funding

The PT agrees it will:

- a. Use the contribution funding for eligible costs (“Eligible Costs”) related to the repair of the Portfolio. Eligible Costs relate to:
  - i. All typical soft and hard costs incurred in repairing and upgrading the project, from the planning stage to completion of repairs and upgrades.
  - ii. Revenue loss due to decanting of tenants to accommodate necessary repair activities will also be considered an Eligible Cost.
  - iii. Administrative/staff salaries are **not** considered an Eligible Cost. However, expenses incurred from external, third parties to support repair activities are considered an Eligible Cost.
- b. Ensure that at least 30% of units of the Portfolio must be below 80% of Median Market Rent, of which must be maintained for a commitment period of 20 years.
- c. Ensure that the repair of the Portfolio will achieve a minimum reduction of 25% in Portfolio energy consumption and Greenhouse Gas (GHG) emissions relative to past or pre-repair levels.
  - i. CMHC will permit upgrades that have been completed within the last two years (e.g. boilers, windows, building envelope) as part of the reduction calculation.
- d. That the Portfolio, either at time of execution of agreement or by the end of the Repair Period contain a minimum of 20% of all units within the Portfolio that meet or exceed accessibility standards.
  - i. A unit will be designated as ‘accessible’ if:
    - 1. It meets provincial accessibility standards, or;
    - 2. In the opinion of a qualified professional it meets the accessibility requirements of the target population, in instances where a degree of accessibility features is required to address the barriers of that individual and/or population, or;
    - 3. Additional definitions will be considered on case-by-case basis in order to provide sufficient flexibility for units to meet the needs of tenants.
- e. Ensure that NHCF funding is not to exceed 30% of total repair costs and, therefore PT is responsible for a minimum of 70% of total repair costs (“PT Investment”).
- f. Complete repair of Portfolio within the Repair Period.

7. Stack of Federal Funds/Bi-Lateral Framework

- a. The units included in the Portfolio do not count towards repairs targets under the bilateral agreement and must be incremental to commitments made under existing federal/provincial funding agreements.

- b. PT Investment can count towards cost matching requirements under the bilateral, to do so PT will need to supply a claim in the year where the commitment is made.
- c. PTs will also need to confirm this investment in the narrative portion of their Progress Report and Action Plan if intended to be used as cost-matching.
- d. Funding provided within this agreement cannot be stacked with previous or future federal funding for units included in the Portfolio.

#### 8. Reporting

Within 90 days post the Repair Period or when the totality of the repairs is complete, whichever occurs first, the PT will:

- a. Notify CMHC that repairs have been completed and attest, via signed electronic copy of attestation document, to the following:
  - i. CMHC contribution funding represented no more than 30% of total investment for repair costs
  - ii. Outcomes with respect to Affordability, EE & GHG, and Accessibility, as indicated with the agreement, have been met
  - iii. Portfolio affordability will be maintained for no less than 20 years
  - iv. Units identified for repair are incremental to the repair targets identified within respective bilateral agreement.
- b. Provide a summary of repairs ("Repair Summary") carried out on the Portfolio that include the following information:
  - i. Building location/address
  - ii. Total \$ invested (PT Investment, Contribution)
  - iii. Building type (walk-up, townhome, apartment w/elevator, etc.)
  - iv. Operational type (shelter, transitional, affordable)
  - v. # of units serving NHS Vulnerable Populations
  - vi. CMHC may request additional information regarding details of the building/units repaired to support announcements, communications, etc.

#### 9. Return of Contribution

- a. The PT agrees that in the following circumstances the PT will return a prorated amount of the funding based on required adjustments, subject to CMHC's calculation:
  - i. PT indicates to CMHC, prior to the end of the Repair Period, that it will not be able to achieve Affordability, Accessibility, EE/GHG reduction, or required level of PT Investment, as described within the contribution agreement.
- b. The PT agrees that in the following circumstances the PT will return a prorated amount of the funding provided, subject to CMHC's calculation:
  - i. PT fails to provide CMHC with a signed final attestation and Repair Summary within timeframe allotted.
  - ii. CMHC becomes aware of misrepresentation of a signed attestation, with respect to achievement Affordability, Accessibility, EE/GHG reduction, or required level of PT Investment, as described within the contribution agreement.

- iii. In such cases, CMHC reserves the right to request information necessary to carry out such calculations.
- c. If at any point until the end of the agreement period, a PT becomes aware that they are not meeting the conditions of funding, they will advise CMHC in a timely manner and the parties will work together to come to a mutually acceptable resolution.

10. Substitution, Disposition and Encumbrances

- a. The PT shall not make any Disposition within the Portfolio without the prior written consent of CMHC, who may impose any conditions it deems necessary and appropriate, acting reasonably. For greater certainty, at a minimum, CMHC would require that the project be substituted by a project such that commitments of the Portfolio, as defined in the agreement, are maintained.
- b. Encumbrances are permitted so long as they respect the conditions of this agreement and don't limit the ability of the project to be viable.

11. Additional Funding

If CMHC agrees to provide any additional funding for repairs beyond the targets proposed in the original offer, CMHC will use this agreement as a basis for its agreement with the PT to simplify the process.

12. Communications protocol

The communication protocol negotiated in the bilateral agreement will be attached to the contribution agreement.