

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

KARI WHITE

Plaintiff

AND:

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION
D.B.A. BC HOUSING and THE CITY OF NANAIMO

Defendants

Brought under the Class Proceedings Act

SETTLEMENT AGREEMENT

KARI WHITE
Representative Plaintiff

Raj Sahota
Patrick Dudding
Counsel for the Plaintiff

**ACHESON SWEENEY FOLEY
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BRITISH COLUMBIA HOUSING
MANAGEMENT COMMISSION
D.B.A. BC HOUSING
Defendant

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BOUGHTON LAW CORPORATION

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DEFINITIONS

The following definitions shall govern in this Final Settlement Agreement ("Settlement"):

1. "Action" means the proposed class proceeding filed by the plaintiff, Kari White, bearing Court File No. VIC-S-S-202187 in the Victoria Registry of the British Columbia Supreme Court;
2. "ASFS" means the firm of Acheson Sweeney Foley Sahota LLP, counsel for the plaintiff, Kari White in the Action;
3. "BCH" means the defendant, British Columbia Housing Management Commission D.B.A. BC Housing.
4. "Former Residents" means all persons who resided in Sanala after May 16, 2017 but no longer resided there by February 4, 2021.
5. "Parties" means the plaintiff, Kari White, and the defendant, BCH.
6. "Proposed Class" means all persons who resided in Sanala as of February 4, 2021.
7. "Sanala" means the apartment building formerly known as King Arthur Court and situated at 564 Fifth Street, Nanaimo, BC.

ACKNOWLEDGEMENTS AND PAYMENTS ALREADY MADE BY BCH

1. The Parties acknowledge that:
 - a. BCH has secured safe, stable, and reasonable housing for the Proposed Class;
 - b. \$78,980.68 has been paid by BCH to the Proposed Class for damaged chattels; and
 - c. \$214,434.69 has been paid by BCH on behalf of the Proposed Class for, *inter alia*, relocation costs, disposal fees, heat treatment, administration costs.

FURTHER PAYMENTS BY BCH

2. BCH agrees to:
 - a. reimburse members of the Proposed Class for all utilities-related deposits they were required to pay to third-party utilities, and, BCH shall be entitled to refund of such deposits from the utilities in due course as agreed to between BCH and the utilities;
 - b. pay \$50,000 for construction of a playground facility, including a plaque honouring the Sanala residents, that will be installed at the redeveloped Sanala lands ("Community Facilities Fund");
 - c. pay \$5,000 as an honorarium for Ms. Kari White;

- d. pay \$50,000 in legal fees, which ASFS will donate by matching the BCH Community Facilities Fund commitment; and
- e. pay the reasonable disbursements of ASFS up to the conclusion of this matter currently estimated to be \$9,397.14.

PERSONAL INJURY CLAIMS AND LIMITATION PERIODS

3. BCH agrees that this Settlement does not compromise or release claims for personal injury (the "Personal Injury Claims") that Proposed Class members or Former Residents have or may have against BC Housing in relation to residency at Sanala.
4. BCH agrees that for the purposes of limitation periods under the *Limitation Act*, S.B.C. 2013, and successor statutes, Personal Injury Claims are discovered by a person on the first day on which that person is diagnosed with a medical condition attributed or attributable to residency at Sanala.

APOLOGY

5. BCH agrees to issue a public apology for the conditions that existed at Sanala as follows:

"British Columbia Housing Management Commission (BC Housing) purchased King Arthur Court in Nanaimo with the intention of developing it into safe, affordable and quality housing for Indigenous people and their families. The existing structure was renovated so that it could be occupied while waiting for redevelopment of the property. The housing facility, known as Sanala, was managed by Nanaimo Aboriginal Centre Society.

As a result of concerns raised by residents of Sanala and their legal counsel, Acheson Sweeney Foley Sahota, LLP, BC Housing became aware that living conditions at Sanala were inadequate. BC Housing acknowledges that the renovations were not sufficient to create appropriate living conditions and apologizes to the residents of Sanala for

being subjected to substandard living conditions. The problems that were experienced at Sanala were not the fault of Sanala residents. BC Housing has taken steps to correct the harm caused to Sanala residents and has relocated Sanala residents to better accommodation throughout Nanaimo.

BC Housing remains committed to providing quality, affordable housing for British Columbians. The Sanala complex will be demolished as part of development of the Te'Tuxwtun housing complex. All former Sanala residents who are eligible for affordable housing will be provided with the option to return to the newly developed Te'Tuxwtun homes once construction is complete."

RESTORATIVE ENGAGEMENT COMMITTEE

6. BCH agrees to form a restorative engagement committee for the purposes of reviewing and recommending improvements to BCH policy (the "Committee") as follows:
 - a. The Committee shall consist of the following persons:
 1. Kari White, as a representative of the Sanala residents;
 2. a representative of BCH; and
 3. a lawyer from ASFS.
 - b. The Committee shall meet at least once quarterly, for a period of two years from the date of this Settlement, at such times and places determined by the Committee, and shall at those meetings engage in good faith restorative engagement efforts, including discussions of:
 1. the experiences of Sanala community members and other similarly situated persons);
 2. recommended improvements to BCH policies and practices.
 - c. The representatives of Sanala and ASFS shall receive reasonable compensation for their participation in the Committee on an hourly basis,

and, if applicable, compensation for travel, childcare and health counselling expenses.

- d. At the end of the two-year period, the parties shall submit a document containing recommended changes to BCH, which will make good faith efforts to implement those recommendations so far as is practicable.

OTHER TERMS

7. The Parties agree to work collaboratively in the coming months to see that consent certification and settlement approval is obtained from the British Columbia Supreme Court.



Rajinder Sahota
ACHESON SWEENEY FOLEY SAHOTA LLP
Counsel for the plaintiff, Kari White

Dated August 31, 2022



Scott Mackenzie
BOUGHTON LAW CORPORATION
Counsel for the defendant, British Columbia Housing Management Commission
D.B.A. BC Housing

Dated September 7, 2022