



**MAYOR'S TASK FORCE
ON THE
LANGLEY REGIONAL AIRPORT**

May 23, 2024 at 4:00pm
Salmon River Meeting Room
4th Floor, 20338 – 65 Avenue, Langley, BC

A G E N D A

**ACKNOWLEDGEMENT OF THE TRADITIONAL TERRITORIES OF
THE COAST SALISH PEOPLES**

Page

A. APPROVAL AND RECEIPT OF AGENDA ITEMS

1. Mayor's Task Force on the Langley Regional Airport – May 23, 2024

Recommendation that the Mayor's Task Force on the Langley Regional Airport approve the agenda and receive the agenda items of the May 23, 2024 meeting.

B. ADOPTION OF MINUTES

1-23

**1. Mayor's Task Force on the Langley Regional Airport
April 30, 2024**

Recommendation that the Mayor's Task Force on the Langley Regional Airport adopt the minutes of the April 30, 2024 meeting.

**2. Mayor's Task Force on the Langley Regional Airport – Closed Meeting
April 30, 2024**

Recommendation that the Mayor's Task Force on the Langley Regional Airport adopt the minutes of the April 30, 2024 Closed meeting.

(To be provided on table)

C. AGENDA ITEMS

1. LAAA Presentation on Observations and Recommendations for CYNJ

G. Guest and S. Walker to give a presentation on behalf of the Langley Airport Advisory Association (LAAA) with observations and recommendations for CYNJ.

2. Review of Report Framework

A. Neilson to share a "Path Forward: Framework" document with the Task Force to get feedback and direction to form the draft report.

D. COUNCIL REFERRALS

E. OTHER BUSINESS AND ITEMS FOR INFORMATION

F. NEXT MEETING

Date: June 20, 2024
Location: Salmon River Meeting Room
4th Floor, 20338-65 Avenue, Langley, BC
Time: 4:00pm

H. TERMINATE



**MAYOR'S TASK FORCE
ON THE
LANGLEY REGIONAL AIRPORT**

April 30, 2024 at 4:00pm
Salmon River Meeting Room
4th Floor, 20338 – 65 Avenue, Langley, BC

MINUTES

Present:

Mayor E. Woodward, Chair
Councillor T. Baillie
Councillor M. Pratt
J. Gerein
G. Guest
R. Reynolds

Staff:

C. Kooner, Director, Bylaw, Legal and Strategic Implementation
C. Konrad, Municipal Solicitor
C. Madill, Airport Manager
P. Sihota, Assistant Airport Manager
J. Crees, Airport Business Coordinator
M. Driedger, Manager, Strategic Implementation

**ACKNOWLEDGEMENT OF THE TRADITIONAL TERRITORIES OF
THE COAST SALISH PEOPLES**

Mayor Woodward acknowledged the Traditional Territories of the Coast Salish Peoples.

A. APPROVAL AND RECEIPT OF AGENDA ITEMS

1. Mayor's Task Force on the Langley Regional Airport – April 30, 2024

Moved by Councillor Pratt,
Seconded by Councillor Baillie,
That the Mayor's Task Force on the Langley Regional Airport approve the agenda and receive the agenda items of the April 30, 2024 meeting.
CARRIED

B. ADOPTION OF MINUTES

1. Mayor's Task Force on the Langley Regional Airport – April 2, 2024

Moved by Councillor Baillie,
Seconded by Councillor Pratt,
That the Mayor's Task Force on the Langley Regional Airport adopt the minutes of the April 2, 2024 meeting.
CARRIED

C. AGENDA ITEMS

1. Presentation on Leasing Principles

C. Konrad gave a presentation on leasing (Attachment A).

The following topics were covered:

- Property law principles
- Lease basics and obligations
- Chattels vs fixtures
- Ground vs building lease
- Leasehold improvements

2. Leasing Models Discussion

Task Force members discussed the leasing fees and the capital deficit at the airport.

The themes discussed included:

- The importance of aviation and the airport to the community and the country;
- The airport being revenue neutral from an operating perspective, but in a capital deficit;
- Potential opportunities for revenue sources other than property tax to address the long-term capital deficit, including a review of lease rates or structures while maintaining comparable rates within the region; and
- The potential need for the airport to maintain a net positive annual capital reserve contribution in order to plan for capital upgrades in the future.

Township staff noted that the Langley Regional Airport has not been a recipient of government grants to fund capital improvements, despite applications for funding.

D. COUNCIL REFERRALS

E. OTHER BUSINESS AND ITEMS FOR INFORMATION

F. NEXT MEETING

Date: May 23, 2024
Location: Salmon River Meeting Room
4th Floor, 20338-65 Avenue, Langley, BC
Time: 4:00pm

G. MOTION TO RESOLVE INTO CLOSED MEETING

Moved by Councillor Baillie,
Seconded by Councillor Pratt,
That the Mayor's Task Force on the Langley Regional Airport now resolve
into a Closed Meeting for discussion of the following item, in accordance
with and as identified under Section 90 of the Community Charter:

Item A.1 - Section 90(1) (n) Consideration

Item C.1 - Section 90(1) (e) Property

CARRIED

H. TERMINATE

Moved by Councillor Pratt,
Seconded by Councillor Baillie,
That the meeting terminate at 5:05pm.
CARRIED



Mayor's Task Force

Leasing Principles – April 30, 2024

ATTACHMENT A



tol.ca/ynj

Presenter

Christopher D. Konrad, Solicitor

Township of Langley

Legal Services

Bylaw, Legal and Strategic Implementation Division

Ph: 604-533-6134

E: ckonrad@tol.ca

- Note: The content on these slides is intended as general information only and should not be relied upon as legal advice. Readers should obtain their own up-to-date independent legal advice before making any decisions that affect their rights.

Leasing Principles

Outline

1. Property Law Principles.
2. Law.
3. Lease.
 - a) What is a Lease?
 - b) Bundle of Rights.
 - c) Obligations.
4. Leasehold Improvements.
5. Types of Leases.
6. Leasehold Improvements (2.0).
7. Summary.
8. Questions.

Property Law Principles

What is property?

- Property: those things that we can own.
 - Latin: *proprietas* or “ownership” .
 - But, a legal concept of property offers a different perspective:
 - Bundle of rights.
 - Entitlements created by law enforceable against others.
- If there is no law, there is no property.

Property Law Principles

What is property?

- Bundle of rights.
 - Rights to:
 - possess, manage and control;
 - the income and capital;
 - transfer;
 - protection under law;
- But rights are not absolute.

Law

If there is no law, there is no property.

- As a colony of the British empire, British Columbia received the English common law*.
 - Freehold Estates:
 - fee simple: a time in the land without end;
 - fee tail: a time in the land as long as there are direct lineal descendants; (functionally extinct)
 - life estate: no time in the land longer than his own life.
 - Leasehold Estate.
- **Property rights in land are four-dimensional (time).**

* November 19, 1858 (S.2, *Law and Equity Act* [RSBC 1996] Ch. 253)

Lease

What is a Lease?

- Note: Residential tenancies are governed by the *Residential Tenancy Act*. Residential tenancy agreements are significantly prescribed by Provincial legislation.
- Commercial tenancies remain largely a creature of the common law.
- The leases at the Langley Regional Airport are commercial in nature, therefore, this presentation refers to general principles of commercial tenancies.

Lease

What is a Lease?

- The Law of landlord and tenant is a composite of contract and property law principles;
- A Lease is:
 - a contract; and
 - the basis for an estate in land.
- A lease grants exclusive occupation of premises to a tenant for a period of time.
 - When a lease expires or terminates, the Landlord regains possession.
 - Landlord's right of possession is suspended during the tenancy.

Lease

Bundle of Rights (An estate in land)

- A lease transfers some of the rights in the bundle from the Landlord to the Tenant:
 - Tenant:
 - right to exclusive possession;
 - right to quiet enjoyment;
 - Landlord:
 - right to income (rent);
 - right to re-enter on default;

Lease

Obligations (Contractual terms)

- A lease confers contractual obligations on the Landlord and the Tenant. Must review the text of the Lease to determine specific contractual obligations.
 - Tenant:
 - to pay rent;
 - to pay taxes, charges and operating expenses;
 - to insure;
 - to repair and maintain the premises.
 - Landlord:
 - to insure.

Leasehold Improvements

Fixtures vrs Chattels

- Chattels: property that is moveable (all property which is not real estate).
- Fixtures: chattels which have become sufficiently attached to land may be transformed into a fixture, thereby forming part of the real estate.
 - Trade fixtures typically do not attach to the land and may be removed by the tenant.
 - For example: machines used by the business; signage specific to the business.

Leasehold Improvements

Fixtures vrs Chattels

- For example:

The unlawful building of a house by A, with the bricks (chattels) of B, on the land of C, results in title to the bricks, as fixtures, residing in the freeholder, C.

Gough v Wood & Co., [1894] 1 Q.B. 713 (C.A.) at 719

- John buys wood from Home Depot and builds a shed on Sam's land; Sam owns the shed.

Types of Leases

Ground Lease vrs Building Lease

- Building Lease:
 - a lease of (a portion of) a building;
 - landlord has acquired the building;
 - tenant may improve the premises to increase the utility of the premises (tenant improvements);
 - typically of shorter duration but may include option(s) to renew so that the tenant is able to reasonably amortize the expense of constructing the tenant improvements over the term of the lease;

Types of Leases

Ground Lease vrs Building Lease

- Building Lease:
 - Landlord responsible to repair or maintain major components of the building (structure, roof) and common areas;
 - tenant responsible for repair and maintenance of the leased premises;
 - at expiry, tenant delivers up vacant possession of the premises, including tenant improvements, (unless landlord requires restoration);

Types of Leases

Ground Lease vrs Building Lease

- Ground Lease:
 - a lease of unimproved lands (vacant land);
 - tenant may construct buildings (fixtures) and make improvements to increase the utility of the land;
 - often for long duration so that the tenant is able to reasonably amortize the expense of constructing the building over the term of the lease;
 - Landlord has no responsibility with regards to repair or maintenance of building;
 - at expiry, tenant delivers up lands and buildings;

Leasehold Improvements (2.0)

- Why require the tenant to give up improvements made at their expense?
 - Economic efficiency:
 - saves the tenant the cost of removing improvements and restoring the premises;
 - improvements may still have utility;

Leasehold Improvements (2.0)

- Why require the tenant to give up improvements made at their expense?
 - Property Law Principles:
 - chattels (improvements) becoming fixtures and, therefore, attaching to the property of the landlord upon expiry of the lease;
 - Bundle of rights;
 - Landlord's reversionary interest at expiry of lease.

Leasehold Improvements (2.0)

- Why require the tenant to give up improvements made at their expense?
 - Contract Law Principles:
 - specific clause(s) in the lease;
 - tenant's obligations upon expiry of the lease;

Summary

Leases

- A leasehold estate is a grant of exclusive possession of premises by the Landlord to the Tenant for a period of time.
- Includes both of Property Law and Contract Law Principles.
- A transfer of a portion of the owner's bundle of rights.
- Fixtures: chattels which are attached to land may be transformed into a fixture and become part of the real estate.

Thank you!

Questions?



Township of
Langley
Est. 1975

tol.ca/ynj