

Carter Liebzeit

Direct Line: (204) 957-4670
Fax: (204) 957-0840
Email: cliebzeit@mltaikins.com

Ghislane Rachidi

Legal Assistant
Direct Line: (204) 957-4493
Email: grachidi@mltaikins.com

April 20, 2026

VIA E-MAIL

City of Steinbach Council
225 Reimer Avenue
Steinbach, MB R5G 2J1

Dear Members of Council:

Re: Conditional Use Application CU-2026-03 and Variance V-2026-05 (the "Application") with respect to the property at 185 Friesen Avenue, Lot 30 Block 2 Plan 10121 Exc SW 10 Ft NW of NW Limit of Lot 30 (the "Property")
MLT Aikins File No: 0184235-00001

We have been engaged as legal counsel for Royden Loewen with respect to the above-referenced Application concerning the Property.

The Loewen family owns the residential property at 195 Friesen Avenue which is adjacent to the Property. When our client purchased this property, he relied upon the enclosed 1989 agreement between the City of Steinbach and Steinbach Housing Inc. which required, among other things, that the northwestern portion of the Property "shall not be used for access to the site or for parking or for any other use ancillary to development on the site, other than as a green space".

The Application proposes to construct a seven-storey facility on the Property, contrary to the Agreement.

With respect to the variance aspect of the Application, section 97(1) of *The Planning Act* (the "**Act**") requires that Council consider the following:

97(1) After holding the hearing, the board, council or planning commission must make an order,

(a) rejecting the requested variance; or

(b) varying the application of specific provisions of the zoning by-law with regard to the affected property in the manner specified in the order if the variance

(i) will be compatible with the general nature of the surrounding area,

(ii) will not be detrimental to the health or general welfare of people living or working in the surrounding area, or negatively affect other properties or potential development in the surrounding area,

(iii) is the minimum modification of a zoning by-law required to relieve the injurious affect of the zoning by-law on the applicant's property, and

(iv) is generally consistent with the applicable provisions of the development plan by-law, the zoning by-law and any secondary plan by-law.

The Application includes three significant variance requests:

1. A seven-storey building where only three stories are permitted;
2. Only 10 parking stalls where 150 are required (a 93% reduction); and
3. A reduced front yard setback.

Pursuant to section 97(1)(b) of the Act (above), variances must be compatible with the surrounding area and represent the minimum modification necessary. Variances of this magnitude—particularly the increase in height and reduction in parking—exceed any notion of reasonableness. To the extent that the variance application is granted, it would be inconsistent with the requirements of the Act.

Furthermore, the Conditional Use Application is contrary to section 2.4 of Zoning By-Law No. 2245, including because the proposed uses of the Property would materially alter the character of the area. At the upcoming meeting, our client intends to share his detailed concerns in respect of the proposed changes to the Property.

We understand that the City has scheduled a public meeting with respect to the Application for June 2, 2026. We request that the concerns raised in this letter be addressed at the meeting, and that Mr. Loewen be given an opportunity to make a presentation at the meeting.

Yours truly,

MLT AIKINS LLP

Per: 
Carter Liebrecht
Lawyer

CL:gr

Encl.

cc: James A. Mercury, MLT Aikins LLP
Royden Loewen

This Agreement made in triplicate this 16 day of OCTOBER, 1989.

BETWEEN:

THE TOWN OF STEINBACH
(hereinafter called "the Town")
of the First Part

- and -

STEINBACH HOUSING INC.
(hereinafter called "the Owner")
of the Second Part

W H E R E A S:

- a) The Owner is or is entitled to be the registered owner of the land hereinafter described; and
- b) The Owner made application to have the said land rezoned to "R4" Multiple Family Dwelling; and
- c) The Town has agreed insofar as it lawfully can and may, and subject to the provisions of the Planning Act of Manitoba to rezone that land as requested subject to the execution of this agreement as a condition of enactment of Rezoning By-Law Number 1171.

NOW THEREFORE IT IS AGREED that in consideration of and condition upon the Town enacting a by-law to so rezone the land hereinafter described, the Owner hereby covenants and agrees that:

- 1) The Owner's land affected by this agreement and hereinafter referred to as "the land" is described as follows:

Firstly: Lots 4 and 5, and the most south westerly 31.0 feet in depth of Lot 6, and all of Lot 7, excepting thereout the most north easterly 149 feet in depth thereof, in Block 2, which lots are shown on a plan of survey of part of the West half of Section 35, in the 6th Township and 6th Range, East of the Principle Meridian in Manitoba, and filed in the Winnipeg Land Titles Office as Number 10121, and

5) The Owner hereby covenants and agrees to contribute to the Town a contribution of \$12,000.00 per acre for overall storm water improvements required in the Town.

6) The Town and the Owner agree that sewer and water mains, paved streets, sidewalks and street lighting are in place and that the Owner will be responsible for any further costs relating to the development or improvement of these services.

7) The Owner hereby covenants and agrees:

1. That the building to be constructed will not exceed six (6) storeys.

deleted
~~2. That a concrete sidewalk be constructed between Fernwood Bay and the proposed site at the Owner's expense.~~

3. That all of the costs and expenses of itself and the Town relating to the preparation of zoning by-laws, plan or plans of subdivision, costs and expense of obtaining approval for registration of the above including all Municipal Board, Land Titles Office, and other fees and expenses, all survey costs, all engineering costs incurred by the Developer or the Town, appraisal costs, advertising costs, and expenses incidental to the preparation of this agreement and the physical development of the site and all legal costs incidental to the preparation of any amendments of this agreement, which said legal costs shall be payable at the time of the execution of this Agreement.

8) The Owner hereby covenants and agrees not to petition against or sign or support any petition against any local improvements, work or service to be installed fronting or flanking the land along First Street or Friesen Avenue.

9) The Owner hereby covenants and agrees that the most north-westerly 190.9 feet in depth of Lot 30^{1/2} Block 2, Plan 10121 in the Town of Steinbach shall not be used for access to the site or for parking or for any other use ancillary to development on the site, other than as green space.

10) The Owner hereby covenants and agrees for himself and his successors and assigns, that he will not, in any way, attempt to impeach the validity of this Agreement, or any part hereof, or in any way challenge or attempt to impeach the capacity of the Town to enter into this Agreement, and all the provisions herein contained, provided that nothing herein shall prevent either party hereto from litigating their respective rights under this Agreement subject to the provision in this paragraph. In the event that notwithstanding the provision of this paragraph, any provision of this Agreement shall ever be found by a court of competent jurisdiction to be void, invalid or unenforceable it shall be severable from the rest of the Agreement, and the rest and remaining portion of it shall be valid and shall remain in full force and effect.

11) Notwithstanding anything hereinbefore provided, in the event that it shall ever be found by a court of competent jurisdiction that any obligation, commitment, covenant, or provision of this Agreement, on the part of the Owner to be carried out or performed or observed for the benefit of the Town, is invalid or unenforceable or void, then notwithstanding such ruling, the Owner shall and does hereby dedicate and donate the benefit of such invalid or void or unenforceable provision against it to the Town, and the enforcement of this paragraph against the Owner by the Town may be made by a claim for specific performance, or damages by the Town, at its option and any breach, or anticipated breach of any provision of this Agreement by the Owner may be restrained by the Town by way of injunction, or claim for damages, or both.

herein contained

12) If the Owner should default under any provisions of this Agreement, the Town shall give the Owner notice of the particulars of such default, so alleged, by registered mail with an Acknowledgement of Receipt card attached, addressed to the last known address of the Owner, and such notice shall be deemed to have been given and received by the Owner on the date shown on the Acknowledgement of Receipt card so returned.

If within thirty days after the giving of such notice, the Owner fails to rectify such default as contained in the notice, to the satisfaction of the Town, then the Town shall be entitled to specific performance to rectify such breach or default, or alternatively shall be entitled to seek an injunction to restrain such breach, or to enforce any term or condition of this Agreement or shall be entitled to seek a declaration terminating this Agreement for non-performance, or any and all of such remedies (which remedies are hereby acknowledged as being cumulative and not alternative) provided further that if the Agreement is so terminated, by virtue of the Owner's default, the parties hereto agree that the Town shall not be liable for any loss or damage that may be suffered by the Owner as a result of such termination, and the parties hereto further covenant and agree that the Town in any such event, shall not be liable for any loss or damage suffered by any other person, firm or corporation by virtue of such termination, and the Owner does hereby for himself and his successors and assigns indemnify and save harmless the Town, and its successors and assigns, from any claim or demand for any person, firm or corporation which may suffer loss or damage by reason of the termination of this Agreement because of the Owner's failure or default as aforesaid.

It is understood that the covenants herein contained shall run with the land and this Agreement will be registered by way of caveat against the Owner owned lands so that all future owners of the land will have knowledge thereof, and will be bound by the terms hereof.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written.

THE TOWN OF STEINBACH:

E. G. Finner
Mayor

[Signature]
Secretary-Treasurer

STEINBACH HOUSING INC.

Per: [Signature] Pres.

Per: [Signature]