



# Tenant Assistance Policy

## **1.0 POLICY INTENT**

The Tenant Assistance Policy establishes standards for accommodating and assisting tenants of multiple family market rental buildings who are displaced from their homes as a result of major renovation or redevelopment that requires rezoning approval.

## **2.0 ROLE OF BRITISH COLUMBIA RESIDENTIAL TENANCY ACT**

British Columbia's *Residential Tenancy Act (RTA)* regulates all tenancies in residential units across the province. It is essential for both landlords and tenants to understand their rights and responsibilities under the *RTA*.

The Tenant Assistance Policy does not replace requirements set out in the *RTA*. Instead, this policy is intended to supplement the *RTA* to help tenants impacted by renovation or redevelopment.

For more information on the *RTA*, please refer to the [Residential Tenancy Branch's website](#).

## **3.0 APPLICABILITY**

### **3.1 Housing Type**

This policy applies to privately-owned multiple family rental buildings with five or more dwelling units.

This policy does not apply to community housing that is operated as below market rental by non-profit housing societies, housing co-operatives, the Provincial government, the City, regional government authorities, or Indigenous nations.

### **3.2 Application Type**

This policy applies to rezoning applications that impact the applicable housing type and result in tenant displacement due to demolition or renovation. Demolition or renovation of properties that are not associated with a rezoning application are not subject to this policy.

Rezoning applications that did not receive Second Reading by Council as of December 2, 2019 are subject to this policy, provided the application pertains to the applicable housing type. Rezoning applications that had received Second Reading by Council as of December 2, 2019 are subject to previous versions of this policy.

### **3.3 Eligibility Dates**

#### **3.3.1 For Rezoning Applications Made Prior to December 2, 2019**

As the City had previous versions of the Tenant Assistance Policy, the following eligibility dates establish when a tenancy is considered eligible under the current policy:

- For rezoning applications that received Council authorization for staff to work with the applicant on a suitable plan of development prior to December 2, 2019, the eligibility date is the Council authorization date.
- For rezoning applications that did not receive Council authorization for staff to work with the applicant on a suitable plan of development prior to December 2, 2019, the eligibility date is the date the application is submitted to the City.

#### **3.3.2 For Rezoning Applications Made After December 2, 2019**

For applications made after December 2, 2019, the eligibility date of establishing tenancy is the date the application is submitted to the City.

### **3.4 Eligible Tenants**

Benefits prescribed under this policy apply to tenants that have a tenancy agreement with the landlord on the eligibility date outlined in Section 3.3. Benefits are provided on a dwelling unit basis and will be distributed to those named on the written tenancy agreement. In the absence of a written tenancy agreement, benefits will be provided to all tenants who permanently reside in the affected dwelling unit. Eligible tenants who have received financial benefits under the previous Tenant Assistance Policy are eligible for a replacement unit only, as per the Rental Use Zoning Policy.

### **3.5 Designated Tenant**

Where there is more than one eligible tenant that resides in the dwelling unit, tenants are required to determine amongst themselves who will be the designated tenant and communicate this decision to the Tenant Relocation Coordinator. The designated tenant will be the primary communications contact for the applicant, Tenant Relocation Coordinator, and the City and shall be responsible for ensuring that all eligible tenants receive the benefits under this policy.

### **3.6 Ineligible Tenants**

The following tenants are not eligible for benefits under this policy:

- tenants who begin their tenancy after the eligibility dates outlined in Section 3.3;
- tenants who have or will be receiving top-up or lump sum compensation in accordance with the December 2, 2019 amendment to the Tenant Assistance Policy for another rezoning application and are eligible for and awaiting an offer of a replacement rental unit under that application;
- sub-tenants who do not have a tenancy agreement with the original landlord, unless the eligible tenant chooses to transfer benefits, in part or in whole, to the sub-tenant in writing;  
or

- roommates or occupants who are not named on a written tenancy agreement with the landlord, unless the tenant named on the written tenancy agreement chooses to transfer benefits, in part or in whole, to the roommate or occupant in writing.

At the applicant's discretion, ineligible tenants may be included in the Tenant Assistance Plan. Landlord obligations to tenants under the *RTA* continue to apply, whether tenants are eligible or not under this policy.

### **3.7 Units Vacant at Eligibility Date**

If a dwelling unit in a building is vacant on the eligibility dates outlined in Section 3.3, the last tenant of that unit in the 24 months preceding the submission of an application for rezoning may be eligible for benefits under this policy, if the City determines that the unit was vacated due to reasons inconsistent with the policy intent and overall goals of tenant protection.

This policy is not intended to be used as a proxy for retroactive compensation of tenants whose tenancies were ended in good faith.

## **4.0 TENANT ASSISTANCE**

Applicants must provide eligible tenants with the following benefits:

### **4.1 Tenant Relocation Coordinator**

A Tenant Relocation Coordinator must be designated by the applicant to assist tenants in finding alternate housing options as required by Section 4.2.1(1) of this policy, and to assist with the delivery of the applicant's obligations outlined in this policy.

The Tenant Relocation Coordinator will be the primary contact with the City on tenant-related matters and must be responsive to both the City and tenants, including being available to answer questions by phone and email at regular and consistent hours.

Tenant Relocation Coordinators must keep records of all written correspondence and notifications for one year following occupancy of the replacement units and provide these records to the City upon request.

### **4.2 Relocation Assistance**

#### **4.2.1 Financial Compensation**

Tenants may select one of two rent top-up financial compensation options, paid for by the applicant:

##### *(1) Rent Top-Up in Applicant Secured Interim Housing*

Under this option, the applicant or Tenant Relocation Coordinator is responsible for finding three interim housing options for tenants. Options for interim housing are to be located in Burnaby, with priority for the same area as the residence of the tenant, unless otherwise

agreed to by the tenant. Options are restricted to Metro Vancouver municipalities and should meet the tenant's needs as identified in their Household Needs Assessment form.

Responsibility for the tenant's rent, deposits and any rental increases at the applicant secured interim housing unit will be as follows:

- the tenant will be responsible for the amount equivalent to the tenant's rent at the Rezoning application site;
- the applicant will pay or pay to the tenant any rent amount which exceeds the tenant's rent at the Rezoning application site ("top-up");
- the applicant will pay or pay to the tenant any additional security and pet damage deposits, as applicable, for the interim housing unit, above the amount of such deposits for the tenant's unit at the Rezoning application site; and,
- any rent increases, as permitted by the *RTA*, at the interim housing unit will be split between the tenant and applicant in proportion to the amount of rent each of the tenant and applicant are responsible for (per the first two bullets above).

If the rent under the tenancy at the Rezoning application site includes heat and/or hot water costs, and the rent for the interim housing unit does not, the applicant must provide an additional monthly financial supplement for heat and/or hot water costs. The monthly heating supplement is to be in accordance with BC Housing's Monthly Heat Allowance Rates, and the hot water supplement is to be calculated using Fortis BC's Appliance Cost Tool.

If the tenancy in an applicant secured interim housing unit ends due to no fault of the tenant prior to occupancy of the replacement unit, the applicant will be required to secure another interim rental unit for that tenant.

The "top-up" provided by the applicant will start on the date that the tenant moves into the applicant secured interim housing unit and end on the last day of the month after the determined move in date for a replacement unit, irrespective of whether or not the tenant relocates into a replacement rental unit provided by the applicant as part of the rezoning application.

OR

*(2) Rent Top-Up in Tenant Secured Interim Housing*

Under this option, a tenant finds their own interim housing without the assistance of the applicant and at the rent amount chosen by the tenant.

Responsibility for the tenant's rent, deposits and any rental increases at the tenant secured interim housing unit will be as follows:

- the tenant will be responsible for the full amount of the rent for the interim housing unit and all security and pet damage deposits, as applicable;

- the applicant will pay to the tenant, on a monthly basis, a "top-up" for the difference between the tenant's monthly rent at the Rezoning application site and the tenant's monthly rent at the interim housing unit, up to a maximum of the greater of the following formulas:

*(Most recent CMHC Rental Market Survey (RMS) median rent at move-out for the applicable RMS zone and bedroom type + 30 percent) – tenant's monthly rent at Rezoning application site*

OR

*Tenant's monthly rent at Rezoning application site x 15 percent; and,*

- any rent increases, as permitted by the RTA, at the interim housing unit will be split between the tenant and applicant in proportion to the amount of the "top up" (as calculated below) as compared to the full amount of the rent for the interim housing unit.

Tenants who elect to secure their own housing are entitled to start receiving the rent "top-up" on the date that all remaining eligible tenants in the Rezoning application site receive a Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit, or when no eligible tenants reside at the Rezoning application site, whichever comes first. The "top-up" provided by the applicant will end on the last day of the month after the determined move-in date for a replacement rental unit provided by the applicant as part of the rezoning application, irrespective of whether or not the tenant relocates into the replacement unit.

#### *Exceptions to Rent Top-Up Financial Compensation Options*

On an exception-only basis, tenants may receive a one-time lump sum payment as compensation from the applicant under this policy. The lump sum payment will be an amount equal to the greater of the following formulas:

*(Most recent CMHC Rental Market Survey (RMS) median rent at move-out for the applicable RMS zone and bedroom type + 30 percent) – tenant's rent at applicant's building) x 36 months*

OR

*(Tenant's rent at applicant's building x 15 percent) x 36 months*

Exceptions to which tenants may receive a one-time lump sum payment are as follows:

- tenant purchasing a property as a permanent residence;
- tenant moving into assisted living or other long-term care facility;
- tenant entering military service;
- tenant relocating to outside of British Columbia;

- tenant relocating to a living arrangement that does not require ongoing rental payments.

A tenant seeking a lump sum exception must complete and submit a form to the City that attests to their eligibility for the exception request. Tenants who are eligible for and elect to receive lump sum compensation are entitled to receive the full payment on the date all remaining eligible tenants in the application site receive a Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit, or when no eligible tenants reside at the application site, whichever comes first. Tenants that select lump sum compensation continue to be eligible for a replacement unit at the redeveloped or renovated site.

#### **4.2.2 Moving Assistance**

Moving assistance is to be provided on a dwelling unit basis. Tenants may select one of two moving assistance options paid for by the applicant on the moving date:

*(1) An insured moving company arranged by the applicant*

- To include packing supplies if requested by the tenant
- Only available to tenants relocating within Metro Vancouver
- The household must determine a single destination for belongings if members choose to relocate to separate dwelling units

OR

*(2) A flat rate payout, based on existing bedroom type, of \$900 for studio or one-bedroom units, \$1,200 for two-bedroom units, and \$1,400 for three bedroom or larger units*

#### **4.2.3 Support for Vulnerable Tenants**

To mitigate the impacts of the relocation process on vulnerable tenants, applicants are required to provide additional support to individuals who request support. Support for vulnerable tenants includes early communication and notifications where appropriate, provision of transportation to view interim housing units, and packing assistance for those with mobility impairments.

#### **4.3 Replacement Unit**

Under the Rental Use Zoning Policy - Rental Replacement Stream, tenants that are eligible for assistance under the Tenant Assistance Policy are to be provided the opportunity to move into a new replacement unit upon completion by way of their right of first refusal. At a minimum, tenants will be offered a replacement unit that has the same number of bedrooms as the unit they formerly rented at the rezoning application site and will be provided the same moving assistance options outlined in Section 4.2.2 to return to the replacement unit. Rents for the replacement units will be in accordance with the Rental Use Zoning Policy. Tenants who are displaced more than once and are eligible for multiple replacement rental units will have right of first refusal for replacement units at all sites where they formerly resided, but may only occupy one replacement unit.

Where tenants have identified accessibility requirements in their Household Needs Assessment form prior to relocating from the rezoning application site, the applicant should provide a replacement unit that meets their needs and be adaptable as defined by and in accordance with the BC Building Code, whether or not the tenant’s unit at the rezoning application site is accessible.

## **5.0 IMPLEMENTATION**

### **5.1 Tenant Compensation Selection**

Tenant selection of their preferred financial compensation can only occur after the group tenant meeting organized by the applicant and attended by the City, as required by Section 6.1 of this policy, has been held. Tenants are required to communicate their selected financial compensation option directly to the City using the form established by the City.

Tenants have up to the following dates to select their preferred compensation option:

<i>Financial Compensation Options</i>	
Option 1 – Applicant Secured Interim Housing	A minimum of 14 weeks prior to the effective date of a Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit and must not have received lump sum payment
Option 2 – Tenant Secured Interim Housing	On any date prior to the end of “top-up” entitlement, but must not have received lump sum payment
Exception – Lump Sum Compensation	On any date prior to the end of “top-up” entitlement

<i>Moving Assistance Options</i>	
Option 1 – Insured Moving Company Arranged by the Applicant	If Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit has <u>not</u> been served, a minimum of one full month’s notice
	If Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit has been served, a minimum of 10 days’ notice
Option 2 – Flat Rate Payout	On any date, but the tenant must not have previously requested the applicant to arrange for an insured moving company

Tenants are permitted to change their selected compensation option up to the timelines provided in this section. Tenants that are living in applicant secured housing can change to tenant secured housing or receive a lump sum payment, if they meet the exceptions stated above, up to the end of the “top-up” entitlement period. Tenants that have received moving assistance when moving out of the rezoning application site will not receive supplementary moving assistance if they choose to change their financial compensation option.

Tenants that have received additional money to supplement a security and/or pet deposit for applicant secured housing who then change to another compensation option must return this additional amount to the applicant in accordance with Section 5.3 of this policy. Tenants that meet

the exceptions who would like to change to lump sum compensation sum will have the sum of top-up compensation payments subtracted from the amount of the lump sum they are eligible to receive.

## **5.2 Household Needs Assessment Form**

To document pertinent details of tenants' existing tenancy, information about the household's needs for their replacement unit, and to determine other benefits of this policy where applicable, tenants must complete a Household Needs Assessment form prior to vacating their rental unit. The Household Needs Assessment form is established by the City, and will be available from Tenant Relocation Coordinators to whom this form will be submitted. The Tenant Relocation Coordinator will provide a report, in a manner specified by the City, summarizing the needs of the tenants and proposed benefits being provided to them. Tenants that desire applicant secured housing must complete the form and provide it to the Tenant Relocation Coordinator a minimum of 12 weeks prior to the effective date of Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit.

## **5.3 Return of Additional Deposits Received for Applicant Secured Interim Housing**

Tenants are not entitled to keep any additional security and/or pet damage deposit(s) received at the end of their tenancy for applicant secured interim housing. Additional deposits must be returned at the end of the tenancy for applicant secured interim housing or after receipt of a decision by a Residential Tenancy Branch arbitrator in the event that the interim unit's landlord has filed for dispute resolution to keep the deposit(s) or the tenant has filed for its return.

## **5.4 Bonding**

To ensure compensation obligations are fulfilled, bonding from the applicant is required.

Prior to Final Adoption of the Rezoning Amendment Bylaw, the applicant must provide the City a cost estimate of all outstanding tenant assistance benefits that have not been paid to tenants. After review, the City will require bonding in the determined amount to be submitted to the Planning Department in a form acceptable to the City. The applicant must also submit a summary of all tenant assistance benefits that have been paid at the time of submitting their cost estimate.

The bonding will be released when the Final Tenant Assistance Report has been reviewed and approved by the Planning and Building Department.

## **6.0 COMMUNICATION AND REPORTING**

Applicants and/or Tenant Relocation Coordinators are required to be in regular communication with tenants and support tenants throughout the relocation process. Applicants and/or Tenant Relocation Coordinators are also required to be in regular communication with City of Burnaby staff.

### **6.1 Tenant Assistance Plan**

The following components, which together comprise the Tenant Assistance Plan must be completed and reporting submitted to the City at the following intervals:



*At submission of rezoning application:*

- Establish a dedicated email for the Tenant Relocation Coordinator that is owned by the applicant and associated with only the rezoning application for which the Tenant Assistance Plan is for;
- Provide a copy of this Tenant Assistance Policy and written notification to each unit, outlining the Tenant Assistance Plan and confirmation of eligibility status;
- Post contact information for the Tenant Relocation Coordinator, City of Burnaby Renter's Office, and other tenant resources such as TRAC Tenant Resource & Advisory Centre and the Residential Tenancy Branch within the building in accessible locations frequented by tenants;
- Provide documentation of all units in the building, including vacant units, start date of tenancies, number of bedrooms, rental rates, and other pertinent information on the approved forms; and,
- Submit a signed compliance form indicating that the applicant will collect, manage, and disclose all tenant information in compliance with the *Freedom of Information and Protection of Privacy Act* and *Personal Information Protection Act* (see Section 6.2 of this policy).

*Within 60 days of Council authorizing the Planning Department to work with an applicant toward a Suitable Plan of Development:*

- Convene a group tenant meeting with all tenants in the building to introduce the Tenant Relocation Coordinator, answer tenant questions, and provide and explain the Households Needs Assessment form. City staff must be present at this meeting.

*Date that any notice to end tenancy is issued to an eligible tenant:*

- Notification to the City that the notice has been issued
  - For any notice other than the Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit, the reason for the notice and the unit number must be provided.

*Within one month of building(s) on rezoning application site being vacant or prior to Final Adoption of rezoning bylaw:*

- Tenant Relocation Report on form established by the City

*One month after occupancy of replacement units:*

- Final Tenant Assistance Report on form established by the City

## **6.2 Collecting, Storing and Disclosing Tenant Information**

To protect tenants' personal information, all information received by the applicant and the City must be administered in compliance with the *Freedom of Information and Protection of Privacy Act* and *Personal Information Protection Act*.

## **7.0 MAINTENANCE REQUIREMENTS AT APPLICATION SITE**

Applicants must ensure that occupied building(s) and the property(ies) on the rezoning application site continue to comply with health, safety, and housing standards required by law and consistent with the age, character and location of the building(s) and property(ies).

## **8.0 FINAL ADOPTION OF REZONING BYLAW**

The Planning and Building Department will confirm that the applicant's Tenant Assistance Plan has been implemented in accordance with this policy prior to recommending Final Adoption of the Rezoning Amendment Bylaw.

Approved by Council 2015 April 24

Amended 2020 March 09