

# TENANT ASSISTANCE POLICY GUIDE



**For tenants, rezoning applicants and  
Tenant Relocation Coordinators**



*Tenant Assistance Policy Guide updated April 2025*

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# 1.0 Introduction

## 1.1 Purpose

This guide was created to assist rezoning applicants, Tenant Relocation Coordinators (TRCs), and tenants in interpreting and implementing the City of Burnaby’s Tenant Assistance Policy (TAP).

Burnaby adopted its initial TAP in 2015. In 2019, the City revised the policy in response to recommendations of the Mayor’s Task Force on Community Housing. The current TAP was approved in principle on December 2, 2019, adopted March 9, 2020 and amended in 2022 and 2024. The revised TAP provides enhanced support for tenants displaced from their housing due to major renovations or redevelopment associated with rezoning.

## 1.2 How to use this guide

This guide complements the Council adopted policy. It’s recommended you familiarize yourself with the policy before referring to this guide for additional details and clarifications. In case of discrepancies, the adopted policy has precedence over the interpretation presented in this guide.

This guide uses language that may not be familiar to everyone. Please refer to the glossary at the end of the document for definitions. The first mention of each glossary term is bolded.

- While this guide is designed to be
- as comprehensive as possible, new
- circumstances may arise and changes
- to provincial legislation, like the
- *Residential Tenancy Act*, may affect
- some content.
- We recommend you familiarize yourself
- with the [Tenant Assistance Policy](#)
- and the [Residential Tenancy Act](#).
- The City will periodically review and
- update this guide.

### Commonly used terms in this guide

**Tenant** – the person or household living in a rental building affected by the rezoning application

**Rezoning applicant** – the party undertaking the renovations or redevelopment of the site and responsible for compensating affected tenants. The rezoning applicant may be the owner, or someone acting on the owner’s behalf.

**Tenant Relocation Coordinator (TRC)** – the party hired or designated by the rezoning applicant to assist tenants as per the TAP

**Housing operator** – the party operating the replacement units as a landlord



**Landlord** – owner of the rental unit or the person acting on behalf of the landlord that permits occupation of the rental unit under a tenancy agreement and exercises powers and performs duties under the *Residential Tenancy Act (RTA)*.

**Benefits** – any or all types of compensation and assistance available under the TAP, including rent top-up payments and lump sums, moving assistance, and **right of first refusal**



If you need more information on specific aspects not covered in this guide, contact the City’s Renters Office:

## Renters Office

<b>Mail or in-person*</b>	<b>Email</b> 	<b>Phone</b> 
City of Burnaby Renters Office c/o Planning Department 4949 Canada Way Burnaby, BC V5G 1M2	<a href="mailto:rentersoffice@burnaby.ca">rentersoffice@burnaby.ca</a>	604-294-7750
*Please call in advance to ensure someone will be available during your visit.		

### 1.3 Role of the *Residential Tenancy Act*





The **Residential Tenancy Act (RTA)** and associated regulations establish landlord and tenant rights across British Columbia. Burnaby’s TAP does not replace the *RTA*, rather it supplements the provincial requirements that set additional conditions for landlords.

Please refer to the **Residential Tenancy Branch (RTB)** website and *RTA* legislation for more information.

For *RTA*-related questions, regulations and guidelines, contact the RTB:

<b>Residential Tenancy Branch</b>	<b>Website</b> 	<b>Phone</b> 
<b>Email</b>  <a href="mailto:HSRTO@gov.bc.ca">HSRTO@gov.bc.ca</a>	<a href="http://gov.bc.ca">gov.bc.ca</a>	604-660-1020 (Lower Mainland)

### 1.4 Additional resources

<b>Tenant Resource Advisory Centre</b>	<b>Burnaby Rent Bank</b>
<b>Website</b>  <a href="http://tenants.bc.ca">tenants.bc.ca</a>	<b>Website</b>  <a href="http://purposesociety.org/events/categories/rent-bank">purposesociety.org/events/categories/rent-bank</a>
<b>Phone</b>  1-800-665-1185	<b>Phone</b>  778-727-1142

## 2.0 Roles and responsibilities

This section describes the roles and responsibilities of rezoning applicants, TRCs, tenants, and the City in implementing the TAP.

### 2.1 Rezoning applicant

Rezoning applicants are the party undertaking the renovations or redevelopment of the site and are responsible for fulfilling the requirements of TAP including compensating eligible tenants. Rezoning applicants and their representatives are expected to implement the TAP in good faith and respond to tenant and City's questions.

#### Consequences for acting in bad faith

If it's determined that a rezoning applicant is acting in bad faith, the City will decide on a course forward which may delay **Final Adoption** of the rezoning.

#### Rezoning applicant as landlord

Landlord/tenant relationships, roles and responsibilities are governed by the *Residential Tenancy Act (RTA)*. All landlords are required to follow the RTA, including rezoning applicants that are the landlord. This sub-section describes expectations of rezoning applicant/landlords while implementing the TAP.

*The rezoning applicant (through the TRC) must keep all tenants (eligible and ineligible) informed about the redevelopment timeline throughout the process, including the potential move-out date.*



#### **Maintenance expectations at application site**

The Residential Tenancy Act outlines expectations for tenants and landlords in respect to repairs and maintenance. If a tenant has any concerns regarding repairs and maintenance they should first contact the Residential Tenancy Branch.

The landlord is expected to maintain the tenanted building with good health, safety and housing standards so it's reasonably suitable for occupation given the nature and location of the property, until it's fully vacant. Under the TAP, rezoning applicants are responsible for ensuring occupied buildings and the properties on the rezoning application site continue to comply with these standards until all tenants move out. This is required as part of the TAP, which is a condition of rezoning. If rezoning applicants don't maintain their buildings and properties as such, they may be determined to be in breach of TAP obligations, which may delay Final Adoption or other rezoning milestones.

#### **References**

The landlord at the application site is expected to provide references, as requested and appropriate, for tenants impacted by displacement. This includes tenants who may not have a legal tenancy relationship with the landlord. References may include information about the rental payment history, list the redevelopment/renovation as the reason for displacement and provide pertinent details about the top-ups available to tenants to supplement their personal rental payments.

## 2.2 Tenant Relocation Coordinator

Rezoning applicants must designate a TRC to assist tenants and implement tenant assistance. Rezoning applicants/ developers, including development managers and/or building managers/ caretakers can't assume the role of a TRC. TRCs can be employees of the rezoning applicant or can be hired as consultants. They're expected to be available and communicate effectively with tenants and the City. The following are the requirements and recommendations for effective communications and availability:

TRCs must:

- » post contact information within the building in accessible locations frequented by tenants
- » use a dedicated email address and phone number for the application site to ensure transition of information should the TRC change during the project
- » notify tenants if the TRC changes

TRCs should:

- » respond to tenant and City questions within three business days
- » hold one-on-one meetings with tenants, especially vulnerable tenants, to discuss needs, review their chosen compensation options, and discuss the next steps
- » provide as much notice as possible when scheduling meetings to discuss needs or view potential interim housing units
- » schedule meetings at mutually agreeable times to not negatively impact tenants' employment, school, child care, or other essential personal obligations

TRCs may:

- » wish to engage with tenants via text message

### Information management

TRCs must:

- » sign the Information Sharing Agreement, agreeing to collect and manage tenant information per the *FIPPA* and *PIPA*
- » keep notes and records in a location that can be accessed by the rezoning applicant in case the TRC is unavailable or changes
- » record tenant information on templates provided by the City
- » keep all communications and documentation related to the redevelopment application for a minimum of one year after occupancy of the replacement units
- » provide the City with documentation and reports as requested and required
- » share documents with the City through a secure method



## 2.3 Tenant

### Communicating within a reasonable period of time

Tenants are expected to maintain good communication with the rezoning applicant, their TRC and the City. They're also expected to be responsive to questions and participate in meetings, viewings, etc., as necessary to implement the policy.

Tenants are expected to respond within the following time frames:

Communication	Time frame
Completion of Tenant Assistance Form	by deadline indicated on the front page of the Tenant Assistance Form
Responses to general questions that aren't time-sensitive	two weeks
Responses to time-sensitive questions	one week
Responses to showings for interim unit(s)	two days
Responses to moving assistance arranged by the applicant if requested by the tenant	one day

The above response times are general guidelines, and it's expected that where possible, tenants respond sooner. If a tenant is intentionally delaying response to cause hardship to the rezoning applicant, they may experience delays in accessing benefits, and/or lose some portion of benefits.

### Designated tenant

When more than one eligible tenant lives in a unit, they're required to decide between themselves who'll be the designated tenant and communicate this decision to the TRC. Tenants must choose one designated tenant or representative to be the primary communications contact for the rezoning applicant, TRC and the City. They'll be responsible for keeping information up-to-date (i.e. contact information, selected compensation options, etc.), communicating information with other eligible tenants in their household, and ensuring all eligible tenants receive benefits under the policy.

### Changes to contact information

The tenant must inform the rezoning applicant and City of changes to their contact information (phone, email, mailing and physical address) within 30 days.

If it's determined that a tenant didn't update their physical address so to obtain compensation they weren't entitled to, they'll have to return the overpayment to the applicant and could be determined ineligible for a replacement unit.

## 2.4 Tenant support persons

Tenants may bring a support person(s) of their choice or designate someone to attend meetings in their place. Support persons can't sign anything on behalf of a tenant unless a representation agreement or power of attorney is in place. Tenants may choose to appoint their support person as the tenant's designated representative (see Section 2.3).

## 2.5 Renters Office

The role of the Renters Office is to advise on policy guidance and monitor the policy's implementation. The Renters Office collects records from the rezoning applicant and TRC to monitor progress. The Renters Office does not act as an arbitrator or mediator on conflicts between tenants or between wtenants and landlords.

## 3.0 Eligibility

This section describes who is eligible under the TAP. Tenants might be eligible to receive compensation if they lived in an eligible rental unit on the **eligibility date**. In some cases, tenants who lived in unit up to 24 months before the eligibility date may be determined eligible as per Section 3.7 of the TAP.

### 3.1 Eligible units

This policy applies to:

- » **rental units** in privately-owned, multi-family rental buildings with five or more dwelling units, where a rezoning application for demolition or renovations results in tenant displacement
- » including units in strata buildings secured as rental tenure in perpetuity through a restrictive covenant or housing agreement, where a rezoning application for demolition or renovations results in tenant displacement
- » for rezoning applications made after January 1, 2023, purpose-built and secondary market rental buildings with less than five units being consolidated into a larger redevelopment project and a rezoning application for demolition or renovation results in tenant displacement

### 3.2 Ineligible units

This policy does not apply to:

- » demolition or renovation of properties not associated with a rezoning application
- » rental units in properties where the rezoning application received Second Reading<sup>1</sup> before December 2, 2019 as these units are covered under a previous version of the TAP
- » rental units in housing owned or operated by the provincial government, City of Burnaby, regional government authorities and Indigenous Nations or organizations
- » rental units in **co-operative housing**
- » non-market rental units operated by **non-profit housing operators**

### 3.3 Eligibility date

An eligibility date for each proposed development or renovation is established to determine which tenants qualify to receive compensation. To be eligible, tenants must live in an eligible unit on the eligibility date.

- » If a tenant has given notice to vacate their unit, and the effective date of their notice is on or after the eligibility date, they remain eligible. In this case, even though the tenant had given notice to end their tenancy, the tenancy was still valid on the eligibility date.
- » If a tenant has given notice to vacate their unit, and the effective date of their notice is before the eligibility date, they are ineligible as their tenancy ended before the eligibility date. Tenants may not access benefits by staying past the effective date of their notice.
- » If an incoming tenants have signed a tenancy agreement and the eligibility date is before the start date of their tenancy, they are ineligible.

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<sup>1</sup> A rezoning application must be read three times by Council and include a Public Hearing to obtain approval for a Rezoning Application. For more information about the City's rezoning process, please refer to the [City's rezoning fact sheet](#).

For rezoning applications submitted on or after December 2, 2019, the eligibility date is the date the rezoning application is submitted to the City.

For rezoning applications submitted before December 2, 2019, the eligibility date is as follows:

- » If the initial report received Council authorization before December 2, 2019, the eligibility date is when Council authorized staff to work with the rezoning applicant on a suitable development plan.
- » If the initial report received Council authorization on or after December 2, 2019, the eligibility date is when the rezoning application was submitted to the City.





### 3.4 Eligible tenants

Tenants in the following situations are eligible for benefits under the TAP.

**Table 1: Summary of tenant eligibility and benefits**

Tenant situation	Criteria (must meet all criteria listed)	Benefits (eligible for everything listed)
Tenant living in an eligible unit on the eligibility date	<p>living in an eligible unit on the eligibility date (including those who are still living there and those who moved out after the eligibility date)</p> <p>haven't received any compensation under any version of the City's TAP and are not eligible for TAP benefits at another rezoning site</p> <p>hold a tenancy agreement with the landlord (are not a sublessee or roommates/occupants not included in the tenancy agreement)</p> <p>the rental unit was not provided or subsidized as a condition of their employment (e.g. a building caretaker and their household)</p>	<p>interim housing</p> <p>moving assistance</p> <p>right of first refusal for replacement unit</p>
Tenant who's already received compensation under a previous version of the City's TAP	<p>living in an eligible rental unit on the eligibility date</p> <p>hold a tenancy agreement with the landlord</p> <p>already received financial compensation as per an older version of the policy for this rezoning application</p>	<p>right of first refusal for a replacement unit<sup>2</sup></p>
Tenant living in an eligible unit, with their rental unit provided or subsidized as a condition of their employment (i.e. caretaker, manager, etc.)	<p>living in an eligible unit on the eligibility date</p> <p>haven't received any compensation under any version of the City's TAP and are not eligible for TAP benefits at another rezoning site</p> <p>hold a tenancy agreement with the landlord</p> <p>rental unit was provided or subsidized as a condition of their employment</p>	<p>moving assistance</p> <p>right of first refusal for a replacement unit, at the average rent of all units with the same number of bedrooms in the building when those tenants move out<sup>3</sup></p>
Previous tenants who lived in units that were vacant on the eligibility date may be eligible if the Renters Office determines the unit was vacated for reasons contrary to the TAP and the overall goals of tenant protection <sup>4</sup>	<p>were the last tenants to live in an eligible unit before the eligibility date</p> <p>rental unit was vacant on the eligibility date</p> <p>haven't received any compensation under any version of the City's TAP and are not eligible for TAP benefits at another rezoning site</p> <p>lived at the site within the 24 months preceding the submission of the rezoning application</p> <p>the City determines the unit was vacated due to reasons inconsistent with the policy intent and overall goals of tenant protection</p>	<p>interim housing</p> <p>moving assistance</p> <p>right of first refusal for a replacement unit</p>

<sup>2</sup> If Rental Use Zoning applied to that rezoning.

<sup>3</sup> If the caretaker had the only three-bedroom existing in the building, the rent at the replacement unit will be average rent of similar unit types of rezoning projects within the same planning area implementing the TAP.

<sup>4</sup> A property title transfer doesn't impact eligibility. Tenants may be eligible regardless of whether the tenancy was ended by the tenant, the current landlord or the former landlord of the rental property. The Renters Office will determine eligibility based on evidence received from the tenant and applicant.

## Allocation of benefits

Benefits are provided on a dwelling unit basis. The City, rezoning applicant and TRCs won't get involved in the allocation of benefits among household members. All tenants living in eligible units with a written tenancy agreement and their names on the agreement can receive benefits. For eligible units without a written tenancy agreement, all tenants residing in the rental unit on the eligibility date can receive benefits as long as the household has been paying rent to the landlord. The rezoning applicant may include ineligible tenants at their discretion.

Eligible tenants who live together in one dwelling unit under separate tenancy agreements are considered one family. They qualify for one set of benefits and determine how to divide it amongst themselves.

*Per Burnaby's Zoning Bylaw, "family" means one or more people living together in a dwelling as a single non-profit household. (B/L No. 14598-23-11-06)*



## Vacant units

When purchasing a rental building for potential redevelopment requiring rezoning, buyers are encouraged to determine the reasons for the vacant units. Where applicable, this should be confirmed by the previous owner or property manager.

If a dwelling unit in a building is vacant on the eligibility dates outlined in Section 4.1, 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.

## Illegal dwelling units

An eligible tenant who had their primary residence in a dwelling unit (as defined by Burnaby's Zoning Bylaw) at the application site, on the eligibility date qualifies for TAP benefits regardless of whether the dwelling unit was constructed pursuant to an approved building permit.

*Per Burnaby's Zoning Bylaw, a "dwelling unit" means one or more habitable rooms constituting one self-contained unit with a separate entrance, which is occupied or intended to be occupied as a principal residence of one family only. A dwelling unit shall not contain more than one cooking facility. (B/L No. 14271-22-06-20)*



## 3.5 Ineligible tenants

*The TAP doesn't replace obligations under the Residential Tenancy Act. If a tenant's ineligible for TAP, they may still be eligible for compensation under the Residential Tenancy Act.*



The following tenants are not eligible for compensation under TAP:

### Tenants who started their tenancy after the eligibility date

If a rezoning applicant rents a unit after the eligibility date, new tenants will not be eligible for TAP. Rezoning applicants or landlords must inform prospective tenants that there is an active rezoning application and they will not be eligible for TAP. It is strongly recommended to do the following to meet this requirement:

- » Communicate in ads and during viewings that a rezoning application for the property is in progress and tenant assistance won't be available from the City.
- » Provide the anticipated redevelopment timeline.
- » If the tenant decides to rent the unit, consider including an addendum to the tenancy agreement, ensuring that the tenant understands they are not eligible for assistance.

If the tenant chooses to move in after this communication the rezoning applicant must prepare a tenant package with an ineligibility letter.

## Tenants with tenancies at sites that received Second Reading before December 2, 2019

Such tenants are eligible for compensation under a previous policy version. However, if no compensation has been provided so far, tenants will receive payment based on the current TAP. For more information, contact the Renters Office for more information on past policy versions and how they apply to your project.

## Tenants who are already receiving benefits

Tenants who are eligible for, or are receiving, benefits under the TAP are not eligible to receive benefits for another site. For instance, if a tenant lives in interim housing and the site becomes subject to another rezoning with TAP, they won't get double benefits. This applies to all members of the household who were eligible for benefits.

*Tenants cannot benefit from additional compensation by having a tenancy agreement in another eligible tenant's name (e.g. tenancy at original application site in one name and tenancy agreement at interim housing in spouse's name).*



These tenants cannot withdraw from their right of first refusal at the original application site to receive tenant assistance compensation at another location.

*If a tenant forgoes the right of first refusal for a replacement unit and stays in the interim housing, top-ups will end and the tenant will only be entitled to their rights per the Residential Tenancy Act. Tenants won't receive additional compensation in the event of a rezoning application at the site of their interim housing.*



## Sub-tenants, occupants and roommates

Tenants subleasing or sharing a unit without a tenancy agreement with the original landlord aren't eligible for benefits under the TAP unless the tenant listed on tenancy agreement transfers their benefits. The original tenant with a tenancy agreement with the original landlord can transfer all or part of the benefits they're eligible for to the sub-tenant(s), occupant(s) or roommate(s) in writing.

The City, landlord, and rezoning applicant aren't obligated to communicate with a sub-tenant, occupant or roommate about available TAP benefits unless the benefits are assigned to the sub-tenant and/or occupant in writing. All letters and notices will be issued to the original tenant, with the expectation that they will inform the sub-tenant, occupant or roommate about the status of the rezoning process.



## Tenants who move within the application site

If an eligible tenant moves to another unit within the application site after the eligibility date has passed, their benefits will be based on the unit they were living in on the eligibility date. For example, if tenant A lives in unit 1 on the eligibility date, then moves to unit 2 after the eligibility date, their rent at move-out, number of bedrooms and replacement unit benefits will be determined based on unit 1.

## Evicted tenants

Tenants must maintain their tenancies in good standing. Tenants evicted for cause (i.e. due to their actions or those of their guests) while living at the application site or in interim housing are not eligible for compensation or assistance under the TAP unless a Ten Day Notice to End Tenancy for Unpaid Rent is a result of a late top up payment in interim housing - in that case the tenant will remain eligible for TAP benefits.

## 3.6 Contacting eligible tenants

Rezoning applicants must make reasonable efforts to contact all eligible tenants who haven't been compensated, including those who no longer live at the application site.

Eligible tenants have up to the time of occupancy of the replacement unit to request compensation and exercise their right of first refusal for a replacement unit unless the tenant formally declines their right of first refusal in writing. Tenants who engage after the **interim period** has started can access compensation from that point onwards. Tenants will need to provide at least 30 days of notice for payments to begin.

## 3.7 Proof of eligibility

Rezoning applicants may require tenants to provide proof of tenancy to be eligible for benefits. Proof could be a valid tenancy agreement on the eligibility date or a landline phone, internet, hydro or gas bill showing residency at the address on the eligibility date. This includes tenants to whom benefits are being transferred (see Section 4.4 of this guide).



## 4.0 Financial compensation

TAP outlines three pillars of support that rezoning applicants must provide to eligible tenants:

- » Financial compensation
- » Moving compensation
- » Replacement unit

This section explains the availability of the types of temporary housing and moving compensation and the process to select and transfer compensation to other eligible tenants if needed. In addition to financial compensation, eligible tenants are offered the right of first refusal for a replacement unit per the Rental Use Zoning Policy (see Section 7 for details).

*The Canada Revenue Agency has advised that financial compensation received under the TAP wouldn't constitute income and therefore wouldn't be taxable under the federal Income Tax Act. However, they noted that tax treatment of individuals is done on a case-by-case basis. Tenants are encouraged to contact a tax advisor, or the Canada Revenue Agency to assess their situation.*



*Tenants receiving income-tested benefits that require income declaration (for example, housing units funded by BC Housing) are encouraged to contact the respective government agency or service provider to determine the impacts of receiving compensation from the rezoning applicant, if any.*



### 4.1 Financial compensation for Interim housing

Tenants can choose between three financial compensation options: option 1: applicant secured interim housing, option 2: tenant secured interim housing or option 3: lump sum payment for the purpose of offsetting increased housing costs that a tenant faces during the interim housing period.

The Interim housing period starts when a Four Month Notice to End Tenancy is issued and ends on the last day of the month after the determined move-in date for a replacement unit. For clarity, if there is no interim period of displacement before the replacement unit is offered to an eligible tenant (for example, where the developer maintains the tenancies at the rezoning site while constructing replacement units at a different site), then no rent top ups or lump sum payments are required.

*Rezoning applicants are only required to cover top-ups for rent amounts. Rezoning applicants are not required to cover additional costs related to other amenities or features in the interim housing unit, such as parking, storage, internet, etc.*



#### Option 1: Applicant-secured interim housing

Under this option, the TRC is responsible for finding at least three viable housing options for tenants. Tenants will continue to pay the same rent they paid at the rezoning application site. If the interim unit's rent is higher, the rezoning applicant will **top-up** the difference.

The tenant is responsible for applying to the interim units like they would for other market rental units and must be accepted by the unit's landlord.

The TRC must:

- » provide at least three reasonable and appropriate housing options that are open and accepting applications.

All interim housing options must:

- » have the same number of bedrooms as the tenant's current unit (unless otherwise agreed to by the tenant)
- » as much as possible, meet essential needs as identified by the tenant (i.e. accessible, close to schools, transit, health services, etc.) in their **Tenant Assistance Form**
- » comply with health, safety and housing standards required by law and be reasonably suitable for occupation given the age, character, and location of the property
- » be located in Burnaby and when possible, within the same neighbourhood as the application site, unless otherwise agreed to by the tenant. Options may be located in another municipality within Metro Vancouver if tenants request this in their Tenant Assistance Form. Tenants are restricted to Metro Vancouver if they request applicant-secured interim housing.
- » be pet friendly if pets were permitted at the tenant's unit at the rezoning site (i.e.. allowed on their tenancy agreement, have written permission from landlord that their pet is allowed etc.)
- » work with the tenants to schedule viewings and moving dates that work for all parties
- » if requested by the tenant, arrange transportation to viewings for households that include a member with mobility impairments

The tenant must:

- » respond to the TRC in a timely manner (48 hours while actively searching for a unit)
- » inform the TRC if they will be away or unable to respond to housing options in a timely manner
- » make every effort to attend viewings and meetings set up by the TRC, or if unable, provide as much notice as possible
- » give reasonable consideration to the housing options presented
- » apply to their preferred unit(s) and be accepted by the unit's landlord

The TRC doesn't control the availability of market rental units. TRCs may present housing options as they arise rather than simultaneously. There's no guarantee that a unit will be held for a tenant, so it's recommended that tenants decide on each housing option as it's presented and enter into a tenancy agreement if it meets their needs, instead of viewing all options.

If a tenant doesn't like or apply for any of the housing options presented by the TRC, they'll need to find their own housing. If a notice to end the tenancy has been served, tenants won't get extra time to vacate.

If a tenant **wants** a unit with more bedrooms or has other preferences for their interim unit, they can access the top-up available through tenant-secured interim housing. If a tenant's offered a unit by the rezoning applicant where the rent, as per the tenancy agreement, is equal to or less than their rent at the rezoning application site, no top-ups are required. Tenants would be considered to have received compensation under Option 1: Applicant-Secured Interim Housing.

*The rezoning applicant and TRC are responsible for finding housing that closely matches the applicant's current situation. While tenants may communicate preferences for their interim unit (larger size, smoking-friendly, etc.) with their TRCs, rezoning applicants and TRCs are under no obligation to meet such preferences.*





## **Security deposit**

Under applicant-secured interim housing, the rezoning applicant is responsible for covering any difference in security and pet damage deposit(s) for the interim housing unit, above the amount of such deposits for the tenant's unit at the rezoning application site.

In this case, the rezoning applicant (as the landlord) may wish to apply the tenant's security deposit for their unit at the rezoning application site towards the interim housing deposit, then top-up any additional amount. As per the *RTA*, tenants may need to sign an agreement authorizing the landlord to withhold their deposits for this purpose.

Tenants aren't entitled to keep additional deposit amounts. If an additional deposit amount is required, the rezoning applicant may have the tenant sign a form agreeing to return the additional amount at the end of their interim tenancy or the rent top-up period, whichever comes first. For more information about ending tenancies at interim housing, please see Section 5.2.

The tenant must return any additional deposits to the applicant within 45 days of the interim tenancy ending.

*If a tenant fails to return the additional security deposit amounts, the rezoning applicant may wish to recover this money through BC's Civil Resolution Tribunal or small claims court.*



If the rezoning applicant, (as the landlord) withholds the deposit for the rezoning application site per the *RTA* (in case a tenant didn't remove their belongings before moving out or left the unit in unacceptable condition, etc.), the tenant will be responsible for the full amount of security deposit at the interim housing.

*The RTA provisions for deposits apply; the landlord may seek compensation if a tenant has left the unit in an unacceptable condition during moving or has failed to pay rent.*



## **Heat and hot water**

If a tenant's displaced from a unit that included heat and hot water in the rent but doesn't have the same facility at the applicant-secured interim unit, the rezoning applicant must provide a monthly supplement to the tenant.

The heat supplement amount is based on BC Housing's monthly heat allowance rates for the heating type (e.g. gas or electricity) at the interim unit. Tenants with a separate water heating bill in the interim unit will be provided with a supplement based on BC Housing's monthly heat allowance rates. Tenants who pay separate space and water heating bills will be required to provide documentation to their Tenant Relocation Coordinator. The supplements will be adjusted to reflect any changes in published energy rates.

## **Moving date**

Tenants who choose applicant-secured interim housing can move on a date arranged with the TRC after the Four Month Notice to End Tenancy (Four Month Notice) has been issued. The TRC is required to find tenants applicant-secured interim housing with enough time to move before the effective date of the (Four Month Notice).

## **Deadlines**

Tenants who want applicant-secured interim housing must request this no later than two weeks after receiving a Four Month Notice. The TRC needs time to find options that meet tenants' needs.

## Option 2: Tenant-secured interim housing

Under this option, tenants must find their own interim housing. It can be located anywhere in BC and have any number of bedrooms. If the interim unit's rent is higher than rent at the application site, the rezoning applicant will **top-up** the difference up to a calculated maximum. The tenant is responsible for any rent above the maximum top-up.

The maximum top-up available will be the higher of the following formulas:

formula 1:

$$\left( \begin{array}{l} \text{Most recent} \\ \text{CMHC Rental Market} \\ \text{Survey median rents} \\ \text{at move-out for the} \\ \text{applicable zone and} \\ \text{bedroom type} \end{array} + 30\% \right) - \begin{array}{l} \text{Tenant's} \\ \text{monthly rent} \\ \text{at rezoning} \\ \text{application} \\ \text{site} \end{array}$$

OR

formula 2:

$$\begin{array}{l} \text{Tenant's} \\ \text{monthly rent} \\ \text{at rezoning} \\ \text{application} \\ \text{site} \end{array} \times 15\%$$

*CMHC median rents are based on the latest CMHC Rental Market Survey data available when a tenant moves out. The applicable CMHC median rent will be determined based on the date they move out of the unit at the application site, not the date notice is given (unless the same). As CMHC usually publishes the Rental Market Survey at the beginning of the year using previous year's data, a tenant who moves out in 2023 will likely be compensated based on 2022 CMHC data.*



The tenant isn't automatically granted rent top-ups by filling out the Tenant Assistance Form. To access top-ups, they'll need to provide the TRC with a copy of their tenancy agreement for the interim unit. The TRC will verify the legitimacy of the tenancy agreement and make payment arrangements with the tenant.

If a tenant finds their own interim unit and the rent is equal to or less than their rent at the rezoning application site, no top-ups are required. The tenant would be considered to have received compensation under tenant-secured interim housing.

### **Security deposit**

Under tenant-secured interim housing, the tenant's responsible for paying any security and pet damage deposits. However, as the landlord of the application site (i.e. the rezoning applicant) is responsible for returning these deposits to a vacating tenant (per the *RTA*) the tenant can apply this returned deposit toward their interim housing security and pet damage deposit.

### **Heat and hot water**

Tenants are responsible for any additional heat and hot water costs not included in rent for tenant-secured interim units.

### **Moving date**

Tenants who choose to find their own housing can relocate from the application site at any time by serving the landlord notice per the *RTA*. However, top-up payments will not start until the Four Month Notice is issued to all eligible tenants or the building is vacant, whichever comes first.

### **Deadlines**

Tenants may choose tenant-secured interim housing at anytime before the end of the top-up period, as long as they haven't already received a lump sum exception. Tenants who opt for tenant-secured interim housing must

return their completed Tenant Assistance Form to the Renters Office and the TRC. The information provided on the Tenant Assistance Form will assist the TRC in arranging top-up payments.

To prevent a delay in receiving the rent top-up, the tenant must provide the tenancy agreement for their interim unit to the TRC at least 15 days before their first rent payment is due.

## **Rent top-up payments—for applicant-secured and tenant-secured interim housing**

### ***Timing of payments***

For applicant-secured interim housing, the top-up period starts when the tenant moves into the interim unit. The first and all future top-up payments (and any applicable supplements, such as heat and hot water) should be received by the tenant 15 days before rent is due. Payments must be received by tenants prior to the end of the month and before their rent is due.

For tenant-secured interim housing, the top-up period starts on the date all eligible tenants have vacated the application site or when all eligible tenants have received a Four Month Notice, whichever comes first. For tenants who move into tenant-secured interim housing after this date, they should receive the first top-up payment 15 days before their first rent is due. For tenants who moved into tenant-secured interim housing before this date, they should receive the first top-up payment within 15 days of the Four Month Notice being issued or the application site being vacant. All future rent top up payments should be made 15 days before rent is due. Payments must be received by tenants prior to the end of the month and before rent is due.

### ***Last payment***

Top-up payments will end on the last day of the month after the move-in date for a replacement unit, whether the tenant is relocating to the replacement unit or not. For example, if a tenant moves into their replacement unit on March 15, their top-up payments must continue until April 30. This allows the tenant enough time to provide notice to end tenancy to their interim unit landlord.

### ***Payment method***

The rezoning applicant may pay rent top-ups using cheques or direct deposit. If paying by cheques, it is recommended that, the rezoning applicant provide tenants with a minimum of three months of post-dated cheques at a time. The rezoning applicant is expected to issue payments in a manner that ensures the tenant has the following month's rent top-up at least 15 days before their rent is due.

If payment is being issued by cheque and the tenant's mailing address has changed, the tenant should ensure the rezoning applicant has the correct address before the payment is mailed. If the tenant's mailing address changes and they don't notify the rezoning applicant, the rezoning applicant won't be responsible for resulting delays in receiving top-up payments.

### ***Payment recipient***

Rezoning applicants may choose to issue payments to the tenants or directly to the landlord of the interim unit. For top ups paid directly to the tenant, payments will be issued to one person. By default, this is the designated tenant identified on the Tenant Assistance Form, unless arranged otherwise.

## **Rent increases during top-up period**

### ***Annual allowable rent increases***

A rent increase will be split proportionally between the tenant and the rezoning applicant, up to the maximum allowable amount. For example, if the tenant is paying \$1,000 and the maximum allowable rent increase for the year is two percent, the maximum allowable rent increase will be \$20/month, split proportionally between the tenant and the rezoning applicant. If the rent increase is more than the maximum allowable amount, the tenant will be responsible for contacting the RTB or Tenant Resource and Advisory Centre for additional resources and information, and paying it until a RTB decision is made and the increase is either reduced or determined to be justified. In this case the remainder amount will be split proportionally between the tenant and the rezoning applicant.

### Proportionate rent increase example

Initial rent		Rent increase		Total rent starting the month the increase takes effect	
Tenant pays	\$1,000	Tenant proportion	71% of \$21= \$14.91	Tenant pays	\$1,014.91
Rezoning applicant pays top up	\$400	Rezoning applicant proportion	29% of \$21= \$6.09	Rezoning applicant pays	\$406.09
<b>Total rent at interim unit</b>	<b>\$1,400</b>	<b>Rent increase at interim unit</b>	<b>\$21</b>	<b>Total rent at interim unit after increase</b>	<b>\$1,421</b>

*Note: tenants must provide the rezoning applicant with a copy of their Notice of Rent Increase within one month of receiving it. Delays may result in an inaccurate top-up being received.*

### Rent increases for capital expenditures

If, due to capital expenditures to the residential property, a tenant receives a rent increase more than the RTB’s maximum allowable rent increase for the year, the tenant’s responsible for contacting the RTB or the Tenant Resource and Advisory Centre for additional resources and information.

A rent increase will be split proportionally between the tenant and the rezoning applicant, up to the maximum allowable rent increase amount. If the tenant provides documentation to the TRC or rezoning applicant confirming that the RTB approved the additional rent increase for capital expenditures, the top-up amount and/or rent increase amount may be revised by both the TRC and the Renter’s Office.

Note: tenants must provide the rezoning applicant with a copy of their Notice of Rent Increase within one month of receiving it. Delays may result in an inaccurate top-up being received.

### Option 3: Lump-sum payment

The lump-sum option is available to all eligible tenants. Tenants who elect to receive lump sum compensation should receive the full payment with 15 days of when remaining eligible tenants in the application site receive their Four Month Notice to end tenancy, or when the building becomes vacant, whichever comes first.

Tenants who opt for lump sum are eligible to receive financial compensation from the applicant equal to the higher of the following formulas:

$$\left( \left( \begin{array}{l} \text{Most recent} \\ \text{CMHC Rental} \\ \text{Market Survey (RMS)} \\ \text{median rents at} \\ \text{move-out for the} \\ \text{applicable zone and} \\ \text{bedroom type} \end{array} + 30\% \right) - \begin{array}{l} \text{Tenant's} \\ \text{monthly rent} \\ \text{at rezoning} \\ \text{application} \\ \text{site} \end{array} \right) \times 36 \text{ months}$$

**OR**

$$\left( \begin{array}{l} \text{Tenant's} \\ \text{monthly rent} \\ \text{at rezoning} \\ \text{application} \\ \text{site} \end{array} \times 15\% \right) \times 36 \text{ months}$$

Tenants who request to receive lump sum compensation must indicate this on the Tenant Assistance Form. Once issued, lump sum payments won't be adjusted under any circumstances. Tenants who select this option will no longer be able to receive top-ups for tenant secured housing or/and tenant secured housing.

*Thirty-six months is the average time it takes to construct a new building. This time period is used for calculating the lump sum payment only; tenants receiving top-ups will continue to receive them for the duration of their interim housing, even if it's longer than 36 months.*



### **Intent of lump-sum compensation**

Expanding the lump-sum compensation to all eligible tenants provides tenants with greater choice to choose the best option for themselves or their family. The TAP however, remains firm that **eligible tenants may only receive compensation once.**

### **Moving date**

Tenants who were eligible to receive a lump sum payment can relocate from the application site at any time by serving the landlord notice per the RTA. However, lump-sum payments won't be issued until the Four Month Notice is issued to all eligible tenants or the building is vacant, whichever comes first.

### **Deadlines**

Tenants can apply for the lump sum payment anytime before the end of the top-up period. Once the lump sum has been paid a tenant may not switch to option 1 or 2. To switch from the rent top-up option to the lump sum option during the interim period, tenants must inform the Renters Office and TRC.

### **Switching to lump-sum compensation**

Eligible tenants that originally choose option 1: applicant secured interim housing or option 2: tenant secured interim housing may switch to a lump sum payment anytime before the end of the interim period. Payments will be calculated as follows:

#### **1. Tenants whose rent at interim unit is greater than rent at rezoning application site**

If a tenant, living in an interim unit (either applicant-secured or tenant-secured) where the rent (as per the tenancy agreement) is greater than their previous rent at the rezoning application site, decides to switch to lump-sum compensation, it would be reduced by the amount of rent top-up previously provided to them. The remaining lump-sum compensation would be provided to the tenant as a single payment to use for future rent payments.

#### **2. Tenants whose rent at the interim unit is equal or less than rent at rezoning application site**

$$\left( \left( \left( \begin{array}{l} \text{most recent} \\ \text{CMHC RMS} \\ \text{median rents at} \\ \text{move-out for the} \\ \text{applicable zone and} \\ \text{bedroom type} \end{array} \right) + 30\% \right) - \begin{array}{l} \text{tenant's} \\ \text{monthly rent} \\ \text{at rezoning} \\ \text{application} \\ \text{site} \end{array} \right) \times 36 \text{ months} \right) - \begin{array}{l} \text{total amount of} \\ \text{top-ups paid to} \\ \text{the tenant until} \\ \text{date of lump} \\ \text{sum request} \end{array}$$

**OR**

$$\left( \begin{array}{l} \text{tenant's} \\ \text{monthly rent} \\ \text{at rezoning} \\ \text{application} \\ \text{site} \end{array} \times 15\% \right) \times 36 \text{ months} \right) - \begin{array}{l} \text{total amount of} \\ \text{top-ups paid to} \\ \text{the tenant until} \\ \text{date of lump} \\ \text{sum request} \end{array}$$

An eligible tenant can only access compensation once. If a tenant is living in an interim unit (either applicant-secured or tenant-secured) where the rent, as per the tenancy agreement, is equal to or less than their rent at the rezoning application site. The number of months the tenant lived in the interim unit would be subtracted from the 36 months in the lump sum formula in the TAP when calculating the lump sum compensation in order to account for the months when no top up was required to be paid.

The greater of the two formulas below would be provided as a single lump-sum payment to the tenant to self-direct future rent payments:

$$\left( \left( \begin{array}{l} \text{most recent} \\ \text{CMHC RMS} \\ \text{median rents at} \\ \text{move-out for the} \\ \text{applicable zone and} \\ \text{bedroom type} \end{array} + 30\% \right) - \begin{array}{l} \text{tenant's} \\ \text{monthly rent} \\ \text{at rezoning} \\ \text{application} \\ \text{site} \end{array} \right) \times \left( 36 \text{ months} - \begin{array}{l} \text{number of months} \\ \text{tenant lived in} \\ \text{interim unit where} \\ \text{rent was equal or} \\ \text{less than tenant's} \\ \text{rent at the rezoning} \\ \text{application site} \end{array} \right)$$

**OR**

$$\left( \begin{array}{l} \text{tenant's} \\ \text{monthly rent} \\ \text{at rezoning} \\ \text{application} \\ \text{site} \end{array} \times 15\% \right) \times \left( 36 \text{ months} - \begin{array}{l} \text{number of months} \\ \text{tenant lived in} \\ \text{interim unit where} \\ \text{rent was equal or} \\ \text{less than tenant's} \\ \text{rent at the rezoning} \\ \text{application site} \end{array} \right)$$

Examples of housing options where the interim unit rent may be lower or the same as the tenant's rent at the rezoning site:

- » co-ops
- » units owned and/or operated by BC housing
- » units owned and/or operated by a non-profit organization
- » units owned by the rezoning applicant, with a tenancy agreement at the same or lower rent than at rezoning application site

*If a tenant is in a housing unit that requires yearly income testing to be eligible for the unit (e.g. units owned/ operated by BC Housing or a non-profit organization) it is recommended to check to make sure the lump sum payment will not impact your eligibility for your housing.*



## 4.2 Moving assistance

### Moving assistance options

Tenants are eligible for moving assistance regardless of the financial compensation option they select, and can choose from one of the following two options.



### **Option 1: Applicant-arranged moving assistance**

Under this option, the rezoning applicant is responsible for arranging and paying for an insured moving company. This option may include boxes, trolleys, packing paper, tape, moving blankets, and/or packing assistance at the request of the tenant(s) or TRC. This option is only available if tenants are relocating within Metro Vancouver. The household must determine a single destination for all belongings.

### **Option 2: Flat rate moving compensation**

Under this option, tenants are provided with a flat rate payout based on the number of bedrooms of the eligible unit at the application site. The payment is to be provided to the tenant on or before their moving date. The flat rate payments are

- » \$900 for a studio or one-bedroom unit
- » \$1,200 for a two-bedroom unit
- » \$1,400 for a three+ bedroom unit

## **Moving assistance for replacement unit**

Tenants relocating to the replacement building (i.e. replacement unit or inclusionary rental unit) from interim housing will be offered the same options for moving assistance as before.

Tenants who decide not to move to the replacement building will not be offered moving assistance again.

## **4.3 Compensation selection**

### **Tenant Assistance Form (TAF)**

After the rezoning applicant hosts a tenant meeting, eligible tenants must complete and return the Tenant Assistance Form (TAF) provided after the meeting. TRCs, or rezoning applicants, must distribute the TAF to all eligible tenants in hard copy or by email if requested. Tenants can also download the form from the City's website. Completed forms must be returned to the Renters Office and TRC via email. If a tenant is not able to send by email they can submit the form to the Renters Office by mail or drop off at Burnaby City Hall, 4949 Canada Way. The Renters Office will then share the TAF with the TRC.

Tenants must decide on a **designated tenant** as a single point of communication for the rezoning applicant, TRC and City staff. Where there's more than one tenant in an affected household, they must determine amongst themselves which compensation option they want and sign the form agreeing to the collective choice. The designated tenant cannot unilaterally make this decision for all members of the household.

*Only tenants who submit a completed and signed Tenant Assistance Form will be eligible for compensation.*



*The role of the designated tenant is primarily to be a single point of communication for the applicant, TRC and City, and to communicate policy benefits to other members of their household. There's no age restriction on who can be the designated tenant. Tenant households can assign the role of the designated tenant to one individual and have rent top-up payments issued to another if they arrange this with the TRC or rezoning applicant. The designated tenant doesn't have to live in the unit. A designated tenant can be a friend or a relative who may assist the eligible tenant(s) in accessing their benefits, including providing support with translation if required.*



*For example, if a senior living in a unit is the tenant with the legal tenancy relationship, but has named their adult child to be the designated tenant for administering the TAP, the rezoning applicant may need to communicate with the senior and the adult child for RTA matters, but only communicate with the adult child for TAP.*



## Deadlines

The deadline for returning the Tenant Assistance Form is on the front page of the form. This deadline is set by the rezoning applicant in consultation with the Renters Office. The deadline must provide at least six weeks for tenants to return the form. Tenants must submit their Tenant Assistance Form before moving out of the rezoning site, unless they moved before the forms were distributed.

Tenants may change their selected compensation options after the deadline on the form, as per Section 6.1 of the TAP. Generally, tenants can choose or switch to tenant-secured interim housing or lump sum any time before the end of the interim housing period. They may only choose or switch to applicant-secured interim housing up to two weeks after the Four Month Notice is issued. Tenants must submit a new or revised Tenant Assistance Form to change compensation choices.

Tenants who've received additional money to supplement a security or pet deposit for applicant-secured interim housing and switched to another compensation option, must return the additional deposit to the applicant.

These deadlines are summarized below.

**Table 2: Deadlines for choosing or changing to different financial compensation options**

Financial compensation options	Deadline
<b>Option 1:</b> Applicant-secured interim housing	no later than two weeks after receiving the Four Month Notice and must not have received a lump sum payment
<b>Option 2:</b> Tenant-secured interim housing	at any time before the end of the top-up entitlement period and must not have received lump sum compensation payment
<b>Option 3:</b> Lump-sum compensation	on any date before the end of the top-up-entitlement period. Any top-up payments received will be deducted from the lump sum amount

Tenants may choose to have the rezoning applicant arrange a moving company for them according to the deadlines below. If a tenant requests this, they may not switch to a flat rate payout. Tenants who request a flat rate payout may choose or switch to having the rezoning applicant arrange a moving company for them, so long as they meet the deadlines below and haven't received the payout.

**Table 3: Deadlines for choosing or changing to different moving assistance options**

Moving assistance option	Deadline
<b>Option 1:</b> Insured moving company arranged by the rezoning applicant	if Four Month Notice has not been served, a minimum of one month's notice and must not have received Option 2 (flat rate moving payout)
	if Four Month Notice has been served, a minimum of 10 days' notice and must not have received Option 2 (flat rate moving payout)
<b>Option 2:</b> Flat rate payout	on any date, but the tenant must not have previously requested Option 1 (insured moving company arranged by the applicant)

## Exemptions to deadlines

Deadline exemptions to select option 1: applicant secured interim housing may be granted if the tenant didn't receive the notice to end the tenancy on time because they were away from the property (e.g. travel, hospitalization, etc.). Applicants may have to submit documentation for the exemption. Exemptions won't apply to situations where the eligible tenant is delayed in receiving the Four Month Notice due to sub-leasing the unit.

Deadline exemptions for requesting an insured moving company arranged by the rezoning applicant may be granted if the rezoning applicant has secured housing for the tenant and can't provide the minimum notice. Exemptions may also be granted if the application site's landlord has not issued a Four Month Notice and has accepted less than one full month's notice to end tenancy from the tenant.

## Decision-making support

If a tenant or their representative indicates that they require additional support to understand the compensation options and/or complete the required forms, the TRC will work with them to establish appropriate supports and adjust the decision-making timeline as needed.

## Undue pressure by rezoning applicant

Rezoning applicants and TRCs may not apply undue pressure on tenants to select one compensation option over another or incentivize tenants to vacate the building in advance of a Four Month Notice.

## 4.4 Transferring compensation

*To transfer benefits, the eligible tenant must notify the rezoning applicant and TRC via a signed letter. The rezoning applicant and TRC is responsible for verifying the transfer (i.e. checking tenancy agreements, rent cheques, any other necessary background information) and notifying the Renters Office as to whether the transfer is approved or declined. The Renters Office will advise if there are inconsistencies with the TAP.*



### Transferring TAP benefits

Eligible tenants can assign TAP benefits to a sub-tenant, occupant or roommate who lived in the eligible unit at the application site on the eligibility date. The original eligible tenant doesn't have to continue living with the person to whom the compensation has been assigned. The sub-lessee/occupant/roommate may be asked to provide third-party evidence (e.g. past bill statement, etc.) to prove they lived with the eligible tenant at the application site on the eligibility date. Transferring the right of first refusal to the replacement unit must be done before signing a tenancy agreement for the replacement unit.

## Transferring compensation for a tenant who's passed away

If an eligible tenant passes away before moving into the replacement unit, their benefits are transferred to any other eligible tenant(s) in their household who was living in the eligible unit at the application site on the eligibility date. This includes rent top-ups, lump sum payment, moving expenses and replacement units. The intent is to ensure continued assistance to households eligible for benefits even if they're not the named eligible tenant on the written tenancy agreement. Benefits may not be transferred if no other tenants are within the eligible tenant's household.

## Transferring compensation following household breakdown

If a household breaks down during the TAP process and the household includes more than one eligible tenant, the household must decide amongst themselves who'll receive the benefits or how they will be split. If benefits are being transferred to one person, all eligible tenants must write and sign a letter transferring their benefits as per their decision. Benefits won't be reassigned until all eligible tenants have signed.

*The City, rezoning applicant and TRC doesn't get involved in disputes between tenants. If tenants are unable to resolve their disputes, they may have to seek alternative remedies available to them. The rezoning applicant will continue to provide benefits (including the replacement unit) via the designated tenant until a decision has been made.*



## 4.5 Compensation under the RTA

Under the RTA, landlords are required to serve tenants a Four Month Notice to undertake major renovation or redevelopment projects and compensate them accordingly.

TAP benefits paid by the rezoning applicant don't apply towards compensation required through the RTA. Generally, the RTA requires one month's compensation when tenants are served with a Four Month Notice. RTA requirements are distinct from City requirements and the rezoning applicant is responsible to the Residential Tenancy Branch for fulfilling RTA requirements. City staff can't advise or comment on RTA requirements. Rezoning applicants and tenants are encouraged to consult the RTA and Residential Tenancy Branch to confirm what compensation applies.



# 5.0 Ending tenancies

This section outlines what happens when ending tenancies at the rezoning application site and what happens if tenancies end in interim housing during the top-up entitlement period.

## 5.1 Application site

### Tenancies ended by the landlord

#### ***Four Month Notice to End Tenancy***

Landlords must serve tenants a Four Month Notice to End Tenancy (Four Month Notice) four months before the building must be empty for demolition or renovation, per the *RTA*. Rezoning applicants, as landlords, are encouraged to review requirements and guidance provided by the Residential Tenancy Branch (RTB) and *RTA* in detail well in advance of serving this notice. Rezoning applicants are responsible for knowing and adhering to the *RTA*'s requirements. The TAP doesn't replace any requirements under the *RTA*.

***Rezoning applicants must receive a Demolition Permit from the City prior to issuing the Four Month Notice.***



Rezoning applicants are responsible for ensuring all eligible tenants receive financial and moving compensation before the building must be empty for demolition or renovation, per the TAP. To monitor compliance, rezoning applicants must submit a Tenant Relocation Report confirming that all eligible tenants were compensated. This report must be submitted to the City within one month of building vacancy or before Final Adoption of a rezoning bylaw if the building is already vacant.

If, on the effective date of a Four Month Notice, tenants remain in the building because they chose applicant-secured interim housing and the TRC is unable to find three reasonable interim options for the tenant to choose from, the Tenant Relocation Report will not be accepted as complete and the Final Adoption may be delayed.

#### ***Other notices to end tenancy***

If the rezoning applicant, as a landlord, issues another notice to end the tenancy (other than the Four Month Notice for demolition or renovation associated with the rezoning application), they must notify the Renters Office with the reason for notice and the unit number.

### Tenancies ended by the tenant

Tenants who want to end their tenancy at the application site must provide notice to their landlord per the *RTA*. This does not affect eligibility under the TAP.

***The TRC is not the landlord of the rental unit. Tenants must ensure that notice is provided to the landlord to be considered as a valid notice to end tenancy under the RTA.***



The TRC should remind eligible tenants that while they can move out and remain eligible, rent top-up payments do not start until the Four Month Notice is issued to all eligible tenants or the building is vacant, whichever comes first. Eligible tenants are entitled to moving assistance whenever they move out.

## 5.2 Interim housing

### Tenancies ended by the tenant

Tenants who'd like to end their tenancy at their interim housing unit must provide their landlord notice per the *RTA*. They're also required to provide the rezoning applicant notice at the same time to ensure the rent top-up for that unit is cancelled or transferred to the new unit. If there's an overpayment, the tenant must immediately return the overpayment amount to the rezoning applicant.

*If the tenant fails to return an overpayment to the applicant, the rezoning applicant may recover these funds through BC's Civil Resolution Tribunal or Small Claims Court.*



#### ***Applicant-secured interim housing***

If a tenant living in applicant-secured interim housing chooses to end their tenancy, rezoning applicants are not required to help them find a new interim housing unit and the tenant isn't eligible for moving compensation to change interim housing units. The tenant will need to find their own new interim housing and will continue to be eligible for rent top-ups per the tenant-secured housing option. The maximum top-up would be based on data available at move-out from the rezoning application site.

If a tenant living in applicant-secured interim housing chooses to end their tenancy after having received a notice to end tenancy for landlord's use of property as per the *RTA*, the rezoning applicant will be required to help them find a new interim housing unit, provide moving compensation as specified in the TAP and continue rent top-up payments per the applicant-secured interim housing option.

#### ***Tenant-secured interim housing***

If a tenant living in tenant-secured interim housing chooses to end their tenancy, they'll continue to be eligible for rent top-ups as per the policy. The tenant would remain eligible for rent top-ups to cover the difference between rent at the rezoning application site and rent at their new interim unit, up to the maximum allowed. The maximum will not change—the calculation will be based on the same data available at move-out from the rezoning application site. The amount of rent top-up may change, if the gap between rent they paid at the application site and rent in their new interim unit is different. They won't be eligible for any moving compensation to change interim units and may not switch to applicant-secured interim housing.

### Tenancies ended by the landlord

If an interim housing landlord ends a tenancy, the tenant's ongoing compensation entitlement varies depending on the reason for ending the tenancy.

#### ***At the fault of the tenant***

If a landlord ends a tenancy per the *RTA* at the fault of the tenant (due to their actions or the actions of those they permit on the property), the tenant loses eligibility for TAP. The rezoning applicant isn't obligated to continue paying rent top-ups, moving assistance, or offer a replacement unit to that tenant.

The rezoning applicant must notify the City when an interim tenancy is ended at the fault of the tenant. The City may consider reinstatement of compensation to the tenant if, through Residential Tenancy Branch processes, the tenant is found to have been unlawfully evicted.



### ***Eviction due to top-up errors***

If a tenant is evicted due to a delay or inaccurate payment of the rent top-up (due to an error on the rezoning applicant's part), tenants will be eligible for assistance finding a new unit as per the applicant secured interim housing or tenant-secured interim housing stream, as well as moving compensation. The rezoning applicant is also expected to cover costs of any mail forwarding and utility reconnection and provide a letter for new interim unit landlords, attesting that the tenant's inability to pay rent was an error on the rezoning applicant's part. If there's a gap in housing associated with the move, the rezoning applicant is required to find temporary accommodation for the tenant and their belongings for that time, to prevent homelessness.

For tenants who chose tenant-secured interim housing in this situation, the maximum rent top-up available for tenant-secured interim housing will not change—the calculation will be based on the same data available at move-out from the rezoning application site.

### ***Tenancies ended for other reasons***

If a landlord ends a tenancy per the *RTA* to comply with a government order, or for landlord's use of property, for demolition, renovation, repair, or conversion, or due to a frustrated tenancy not at the fault of the tenant, all tenants will continue to be eligible for rent top-ups in a new interim unit.

Tenants who chose applicant-secured interim housing will also be eligible to secure the new interim housing unit and moving assistance. Tenants who chose tenant-secured interim housing won't be eligible for additional moving assistance.



## 6.0 Communication and deliverables

This section describes the expectations and requirements for communication between rezoning applicants, TRCs, tenants and the City, including deliverables required under the TAP.

### 6.1 Protecting tenants' personal information

For the policy to operate effectively, tenants' personal information must be collected, used and disclosed. All parties (i.e. rezoning applicants, TRCs, the City and any representatives) are responsible for implementing TAP in compliance with the privacy requirements contained in the *Freedom of Information and Protection of Privacy Act (FIPPA)* and *Personal Information Protection Act (PIPA)*. For each TAP project, rezoning applicants, TRCs and the City sign a TAP **Information Sharing Agreement (ISA)** formalizing this commitment to privacy laws and allowing the secure sharing of information between parties.

Key provisions include the following:

- » Personal information can only be used to determine whether tenants are eligible for compensation under the TAP, confirm their desired compensation, provide direction to the rezoning applicant and monitor and evaluate the policy's implementation as per the ISA.
- » Personal information must be protected at all times from unauthorized collection, use, access, and disclosure.
- » Tenants must be made aware that providing their personal information is voluntary, but non-disclosure may prevent them from accessing benefits.
- » Tenants have the right to know how their personal information is being used.
- » Tenants have the right to access their personal information and request corrections where applicable.
- » Tenants won't be asked to provide any personal information not necessary to assist them under the TAP.
- » Tenants' personal information won't be retained longer than is necessary to assist them.
- » Documents with personal information used in implementating the TAP won't be sent to anyone, including City staff or otherwise, not directly involved in the completion, participation, or evaluation of tenant assistance for that rezoning.

If tenants have concerns about the information being requested, its use, or storage of information, contact the Renters Office at 604-294-7750 or [rentersoffice@burnaby.ca](mailto:rentersoffice@burnaby.ca)

## 6.2 General communication practices

- » Plain language communication should be used whenever possible.
- » All documents required to be sent to tenants and other important communications must be delivered to the units or current mailing addresses in hard copy, unless otherwise agreed to by the designated tenant. Documents may be emailed in addition to hard copies.
- » All documents required to be sent to tenants and other important communications should include a “please have this translated” graphic at the top. Rezoning applicants or TRCs can contact the Renters Office to get a copy of a graphic for this.
- » The rezoning landlord, is responsible for ensuring that all communication required by the *Residential Tenancy Act* (e.g. Four Month Notice) is delivered per the act. If the designated tenant is not the tenant with a legal tenancy relationship with the landlord, this may require communicating with a tenant who isn’t the designated tenant.

*For example, if a senior tenant with a legal tenancy relationship has named their adult child as the designated tenant for administering the TAP, the rezoning applicant may need to communicate with the senior and the adult child for Residential Tenancy Act matters, but communicate only with the adult child for TAP.*



- » If a household breakdown has occurred, personal information of tenants shouldn’t be shared, including with other members of their original household. Methods such as blind carbon copying (bcc) email addresses should be used to prevent the sharing of personal information.

*All rezoning applicants, TRCs and the City must sign an Information Sharing Agreement at the start of the TAP process for each project. This agreement documents how certain personal information may be shared among the City, rezoning applicant and TRCs for the administration of the TAP, in compliance with the Freedom of Information and Protection of Privacy Act and the Personal Information Protection Act.*



- » All tenants (eligible and ineligible) should be kept informed about development timelines.

## 6.3 Expectations and requirements for rezoning applicants

*Rezoning applicants should direct communication about their project to their assigned Development Planner who’ll refer communication about TAP components to the Renters Office as needed.*



The following table outlines communication expectations and requirements, including deliverables, for TAP during the rezoning process. This doesn’t replace any communication needed with the assigned Development Planner for the rezoning process.

**Table 4. TAP communication requirements through the development process**

Development stage	Communication to City	Communication to tenants	Tips
<b>Rezoning Application</b>	<p>if needed, meet with City staff to understand TAP requirements</p> <p>provide name and contact information (i.e. email and phone#) for the TRC</p> <p>review and sign Information Sharing Agreement (ISA)</p> <p>complete City template for the eligibility list and send to the Renters Office for review and approval</p>	N/A	<p>rezoning applicants should be familiar with policy before reaching out to City staff</p> <p>Eligibility list should include:</p> <ul style="list-style-type: none"> <li>» information about each unit</li> <li>» information about tenancies</li> <li>» confirmation of eligibility status for each household</li> </ul> <p>the Renters Office will provide templates for the rent roll/eligibility list and/or notification letter(s) after the ISA has been signed</p>
<b>Prior to Initial Report to Council</b>	complete City template for eligibility/ineligibility notification letters (provided by the Renters Office)	<p>once rent roll/eligibility list is reviewed and approved by the City, deliver a letter or email to each unit introducing the project and confirming eligibility status</p> <p>notify ineligible tenants</p> <p>deliver hard copy of the TAP to each unit</p> <p>post information for the TRC, Renters Office, Residential Tenancy Branch, and Tenant and Resource Advisory Centre in visible and accessible locations around the building</p> <p>suggested visible/accessible areas:</p> <ul style="list-style-type: none"> <li>» elevator(s)</li> <li>» mailboxes</li> <li>» laundry room</li> <li>» main entrance</li> <li>» parkade entrance</li> </ul>	

Development stage	Communication to City	Communication to tenants	Tips
<p><b>Prior to Consideration of First and Second Reading of the Rezoning Bylaw</b></p>	<p>complete slide template for the tenant meeting and send to Renters Office at least four weeks before the tenant meeting</p> <p>work with the Renters Office to schedule the tenant meeting – one Housing Planner and one Development Planner will need to attend</p> <p><b>note: don't schedule tenant meeting until confirmed with City staff</b></p>	<p>provide notice of tenant meeting at least two weeks in advance</p> <p>host meeting for eligible tenants to explain:</p> <ul style="list-style-type: none"> <li>» estimated development timeline</li> <li>» compensation options</li> <li>» moving process and replacement unit</li> <li>» answer questions</li> </ul> <p>rezoning applicant and TRC responsibilities:</p> <ul style="list-style-type: none"> <li>» hosting meeting</li> <li>» providing tech support</li> <li>» facilitating questions</li> <li>» taking notes</li> <li>» speaking to project timeline/rendering</li> <li>» explaining their roles</li> <li>» informing on next steps</li> </ul>	<p>meetings may be held online or in-person</p> <p>prior to virtual meetings, TRC must schedule a test meeting with the Renters Office and rezoning applicant to review presentation and resolve any technical glitches</p> <p>City staff will deliver the portion of the presentation about TAP benefits and answer questions about TAP</p>
<p><b>Following the tenant meeting, prior to consideration of First and Second Reading of the Rezoning Bylaw</b></p>	<p>send meeting notes to Renters Office staff to review and approve</p> <p>work with Renters Office to set a deadline for Tenant Assistance Forms</p> <p>after the TAF deadline, submit the completed Tenant Assistance Form Report to Renters Office</p>	<p>once approved by the Renters Office, distribute questions and answers to all eligible tenants</p> <p>complete rezoning applicant fields on Tenant Assistance Forms and distribute to eligible tenants</p>	<p>the rezoning applicant is asked to complete a few fields on the form and “lock” these in the PDF before distributing</p> <p>the City can provide instructions upon request</p> <p>if tenants are eligible for partial benefits (i.e. replacement unit only) provide TAF for partial eligibility</p> <p><b>don't schedule the Tenant Assistance Form submission deadline without first confirming with City staff.</b> If TRCs/ rezoning applicants do this, or make changes to arrangements without discussing with City staff, they may be required to re-distribute with agreed upon details</p>

Development stage	Communication to City	Communication to tenants	Tips
<b>In advance of Public Hearing if applicable</b>	N/A	mail or email tenants and/or post information in common areas on how to access Public Hearing and supporting materials	take note of requirements for Public Hearing notice under Local Government Act (rezoning applicants can contact their development planner for more information)
<b>When any notice to end tenancy aside from the four month notice is issued</b>	notify the City with reason	issue notice per <i>Residential Tenancy Act</i>	N/A
<b>Demolition Permit</b>	Submit TAP security calculation spreadsheet to the Renters Office for review.	N/A	Renters Office will provide TAP security calculation template.  Demolition Permit is required before issuance of Four Month Notice to End Tenancy.
<b>When Four Month Notice is issued.<sup>4</sup></b>	<p>notify the Renters Office at least two months prior to the expected date of a Four Month Notice. Meet with the City to review financial and moving compensation requirements of TAP.</p> <p>Renters Office will send TRC and Rezoning Applicant a summary of all lump sums requested. Review and confirm with Renters Office before processing payments.</p>	<p>issue notice per <i>Residential Tenancy Act</i></p> <p>issue first rent top-up payments to tenants who've moved out or beginning to move out</p> <p>issue lump sum payments to applicable eligible tenants (current and former)</p> <p>follow up with remaining tenants regarding status of their assistance</p>	<p>before issuance of the Four Month Notice, confirm forwarding address with past eligible tenants</p> <p>be prepared to administer payments before issuing four month notice</p> <p>lump sum and first rent top-ups should be delivered to tenants within 15 days of the Four Month Notice</p> <p>note: if all eligible tenants have moved out before the date that a Four Month Notice is issued, lump sum and first rent top-up payments must be issued once the building is vacant</p>
<b>Before tenants move</b>	N/A	confirm moving service and issue payment for moving compensation	tenants who moved out before Four Month Notice was issued should've received their moving compensation payments already, otherwise they'll receive payments on move out

4. Some of the items in this row may apply when the building is vacant, if that happens before Four Month Notice is issued.



Development stage	Communication to City	Communication to tenants	Tips
<b>Within one month of building being vacant. If building is vacant before Final Adoption, or within one month of Final Adoption</b>	complete City template for the Tenant Relocation Report and submit to Renters Office for review and approval	N/A	report should use City's template and include: <ul style="list-style-type: none"> <li>» address of tenants' interim units</li> <li>» new rents</li> <li>» top-up or lump sum amounts</li> </ul>
<b>Interim housing period (between effective date of Four Month Notice and six months before expected occupancy date of replacement units)</b>	communicate with the Renters Office on status of redevelopment  meet with Renters Office approximately eight months before expected occupancy date of replacement units to discuss requirements for replacement units	communicate with designated tenant on status of redevelopment  reach out to tenants six months prior to occupancy to advise of expected move in date and next steps	rezoning applicants are encouraged to keep tenants informed on status of redevelopment (e.g. newsletter with photos of site and individual units)
<b>Three months before expected return to replacement unit</b>	communicate with Renters Office on status of redevelopment	reach out to tenants to plan for return	N/A
<b>45 days before expected return to replacement unit</b>	N/A	provide tenant with tenancy agreement and opportunity to view unit	N/A
<b>Whenever a tenant formally declines their right of first refusal for a replacement unit</b>	notify the City and provide a copy of a signed document showing that unit was declined	tenant must understand what they are declining and sign formal document	N/A
<b>On or before replacement unit move-in date</b>	N/A	arrange/confirm moving service or issue flat rate payment to eligible tenants  provide any details needed for move-in	N/A
<b>One month after replacement unit occupancy</b>	provide Final Tenant Assistance Report to the Renters Office	N/A	use City's template for report

## The tenant meeting

Within 60 days of **Council authorization**, the rezoning applicant must meet with tenants and City staff to explain the TAP, estimated timeline, compensation options, moving process and right of first refusal for a replacement unit. The meeting also offers an opportunity to introduce the TRC(s) and answer tenant questions.

If the Renters Office receives questions related to the rezoning application site before the meeting, City staff will compile them with answers and share them with the rezoning applicant on the day of the meeting and incorporate them into notes for distribution after the meeting.

### Rezoning applicant requirements for tenant meeting:

- » notify tenants **at least two weeks** in advance of the meeting date
- » hold the meeting on an evening or weekend, outside normal working hours
- » confirm the meeting time, date and duration with City staff before notifying tenants
- » ensure a minimum of one rezoning applicant and one TRC representative will attend
- » ensure enough staff attend the meeting to provide tech support, take notes and speak to the development plan and timeline, their role and next steps
- » schedule advance check-in meeting with City staff to review roles and responsibilities and perform a “tech test” if tenant meeting will be held virtually
- » cover any costs associated with hosting meeting
- » provide childminding services if requested

### If in-person:

- » hold the meeting in a location walkable from the application site or easily accessible by public transit
- » ensure meeting space is accessible for those that have mobility challenges
- » City staff may help the rezoning applicant find space at a public facility

### If virtual:

- » hold the meeting in a user-friendly format (e.g. limited or no software downloads required; Zoom® recommended)
- » ask City staff for online tenant meeting instructions
- » the meeting must be accessible for those without a computer or smart device (e.g. ensure there is an option to call in.)
- » provide meeting notes (once approved by City) to eligible tenants
- » If tenants require assistance:
  - » identify in advance tenants who may require additional assistance
  - » arrange one-on-one meetings with tenants requiring translation services and individuals unable to join virtually

## Communication with former tenants

If eligible tenants are no longer living at the application site, the rezoning applicant is expected to reach out to them to provide information about their eligibility for benefits via mail and also email or phone.

If there are former tenants who haven't responded or didn't provide contact information, City staff will publish the application site address and eligibility date to the tenant assistance webpage inviting former tenants to contact the Renters Office, once the eligibility list/rent roll is approved.

The rezoning applicant will be asked to provide a detailed record showing that they made a reasonable effort to contact tenants who can't be located. The eligible tenant will remain eligible for a replacement unit until move-in day.



## 6.4 Expectations and requirements for tenants

The following table outlines eligible tenant's roles and responsibilities for engaging in the TAP process.

**Table 5. Communication expectations throughout the development process**

Task	Timing	Provide to
<b>Complete Tenant Assistance Form</b>	after the Tenant Meeting and by the deadline indicated on the form (approximately 6 - 8 weeks)  Tenant Assistance Form will be provided by the TRC	Renters Office and the TRC (TRCs should be informed about changes to the compensation option during the interim period)
<b>Interim housing compensation choice deadlines</b>	tenants can change selected compensation options only up until the compensation choice deadlines (see below)	
	<b>Option 1: applicant-secured interim housing</b> within two weeks of receiving Four Month Notice (must not have received a lump sum payment)	TRC
	<b>Option 2: tenant-secured interim housing</b> any date before end of interim period (i.e. last day of month after determined move-in date for replacement unit)	TRC
	<b>Option 3: lump sum</b> any date before end of interim period (i.e. last day of month after determined move-in date for replacement unit) with any top-up payments received deducted from lump sum payment	TRC
<b>Moving compensation deadlines</b>	for the rezoning applicant to arrange a moving company, minimum of 10 days notice if four month notice has been served and one month notice if it hasn't been served	TRC
	tenants can select flat rate payout on any date between eligibility date and end of top-up entitlement period (i.e. the last day of the month after determined move-in date for a replacement unit) if they've not previously requested the rezoning applicant to arrange a moving company for the move	TRC

Task	Timing	Provide to
<b>Forwarding address and contact information</b>	whenever it changes	TRC and Renters Office
<b>Tenancy agreement for interim rental housing unit</b>	as soon as it's signed, so rezoning applicant can arrange top-up payments and tenants must provide minimum 15 days notice before they require first top-up payment	TRC
<b>Payment instructions for rent top-up</b>	as soon as tenancy agreement for interim unit is signed and tenants must provide minimum 15 days notice before they require first top-up payment	TRC
<b>Notice of Rent Increase at interim unit</b>	within one month of receiving it and tenants must provide minimum 15 days notice before requiring first adjusted top-up payment	TRC
<b>Notice to end tenancy at interim rental housing unit</b>	as soon as possible after receiving it (note: if a tenant is evicted for cause and neglects to tell rezoning applicant, which results in overpayment of top-ups, the rezoning applicant may take action to recoup the overpayment)	TRC
<b>Signed tenancy agreement for replacement unit</b>	up to availability date of replacement unit	housing operator or landlord of replacement unit

## 6.5 Expectations and requirements for new owners

If an application site is sold to another party, the TAP applies. The new owner must fulfill all existing and future TAP obligations established as part of the rezoning.

The new owner is to arrange a meeting with the City at their earliest opportunity to understand their obligations under the TAP and other related municipal policies and bylaws. They're also expected to communicate relevant contact information and development details to all eligible tenants.



## 7.0 Replacement unit

Tenants eligible under the TAP are eligible for right of first refusal for a replacement unit in the redeveloped building and will be offered a replacement unit with the same number of bedrooms as their original unit.

To be offered right of first refusal, tenants must provide the TRC with their forwarding address and any other contact details. They're also responsible for updating the TRC and Renters Office when their contact information changes.

### 7.1 Rental amount

The rental amount for returning tenants will be set to the final monthly rent paid at the application site, plus any allowable rent increases that have accrued since leaving the application site.

### Caretaker starting rents

If a caretaker, building manager or other employee had rent waived or reduced at the application site as a condition of their employment, the starting rent for a replacement unit will be based on the average rent of all units in the building with the same number of bedrooms, on the eligibility date.

### 7.2 First rental payments and security deposit

Payment of rent for the replacement unit will begin on the first day of the month following the date the rezoning applicant tells tenants to give notice in their interim unit to move into the replacement unit (if they choose). Tenants must be given a minimum of 10 days to give notice to their interim unit's landlord. For example, if on March 15, a tenant is told they can move into their replacement unit on May 1, they'd give notice in their interim unit before March 31, so it's effective April 30. Their top-ups would continue until April 30 and their rent payments in the replacement unit would start on May 1.

Security deposits for the replacement unit should be paid as per the *Residential Tenancy Act*. Tenants are responsible for security deposits at the replacement rental unit. If a tenant accessed applicant-secured interim housing and was paid a security or other deposit top-up, they must return this deposit to the rezoning applicant at this time, whether or not they received the deposit back from their interim landlord.

### 7.3 Notice

Tenants must be provided with the tenancy agreement a minimum of 45 days before the move-in date. Tenants must also be provided with an opportunity to view renderings, design elements, location in the building, floor plan, rental show suites and any other illustrative materials in advance of occupancy.

If the project involved renovation or repairs only, rezoning applicants are encouraged to review notice requirements in the *Residential Tenancy Act* that may apply in addition to TAP requirements.

Tenants must be given a move-in date and told to give notice in their interim unit only after the rezoning applicant has received an occupancy permit for the replacement units. If a tenant is unsure if they'd like to accept the replacement unit, they must be offered an opportunity to view their allocated unit at least 48 hours before their assigned move-in date.

Tenants are responsible for giving notice to the landlord of their interim unit and are encouraged to review the process to avoid potential double payment of rent. Rezoning applicants are not responsible for covering any rent costs after the last day of the month following the move-in date for a replacement unit, whether tenants accept the replacement unit or not. See Section 7.2 for more details on giving notice in the interim unit and the first rent payment in the replacement unit.

Tenants choosing to move to the replacement unit must enter into a tenancy agreement on or before the date they're offered to move into the unit.

*It's strongly advised that tenants contact the TRC and provide a signed copy of the tenancy agreement for the replacement unit as soon as they're sure they'd like to accept the replacement unit. This way the TRC can either arrange for moving assistance or rent the unit to someone else in need of affordable housing.*



The TRC and/or the housing operator must document all efforts to reach former tenants. Communication expectations are described in more detail in Section 6.

## 7.4 Allocation

Allocation of replacement units is up to the rezoning applicant or housing operator, with consideration for accessibility needs. Tenants are entitled to a replacement unit with the same number of bedrooms, but the unit may not have the same square footage, orientation, location in the building, storage features and parking as their original unit. Where possible, rezoning applicants are encouraged to allocate replacement units in similar locations within the new building to the tenant's original unit (e.g. same floor, direction, etc.). The City will not intervene in conversations about unit allocation.

If household composition has changed and the tenant would like a certain location within the building or has other special preferences, they may communicate them to the rezoning applicant and housing operator, but there's no guarantee they'll be accommodated.

## 7.5 Pet requirements for replacement unit

If the tenant was displaced from a unit that allowed pets on the tenancy agreement, the rezoning applicant must offer equivalent pet allowances to the tenant in their replacement unit. Housing operators can place restrictions on the number of pets, size and type effective after a tenant's existing pet dies, or if a tenant and pet move out.



## 7.6 Accessibility needs

If, before relocation, a tenant identifies as having accessibility need on their Tenant Assistance Form, rezoning applicants must construct units to meet their needs per the BC Building Code. If the rezoning applicant is seeking a government grant for accessibility, the tenant must provide the required information to support the application.

### Changes in accessibility needs during displacement

If accessibility needs arise or change while the tenant is displaced from the application site, the tenant is responsible for communicating these needs. If communicated early enough, the rezoning applicant can be encouraged to construct units per the tenant's accessibility needs, if possible. If a tenant communicates their needs later, but before replacement units are allocated, the rezoning applicant is encouraged to accommodate the tenant in any available accessible or adaptable units that meet their needs.

## 7.7 Tenants not eligible for a replacement unit

Tenants who aren't eligible for TAP don't qualify for a replacement unit.

Tenants evicted for cause while residing at the application site or in their interim housing won't be offered a replacement unit, unless the eviction was a result of a top up error or delay.

*An eviction to comply with an order of a government legislation like the Residential Tenancy Act may not be at the fault of the tenant.*



This doesn't replace any requirements under the *Residential Tenancy Act*. Replacement unit provisions may still apply for tenants displaced from the application site for renovation or repairs. Rezoning applicants are responsible for reviewing and following any provisions in the *Residential Tenancy Act*.



## 8.0 Security provision

Before Final Adoption or issuance of a Demolition Permit, whichever comes first, rezoning applicants must submit a security (also referred to as bonding) to the City, securing their obligations under the TAP.

### 8.1 Security amount

The rezoning applicant or TRC must calculate the security amount using the lump sum formula for financial compensation and flat rate moving compensation for each eligible unit, using the latest CMHC data. The security amount is equal to lump sum, plus two times moving expenses (to cover moves into interim housing and from interim housing into the replacement unit), plus 4% of the total for administrative fees, plus a flat rate for consulting fees (in the event the City needs to break into the security and deliver tenant assistance), less any compensation already paid. The flat rate for consulting is \$100,000 for 15 or more units and \$60,000 for less than 15 units and is subject to change by the City. The rezoning applicant is responsible for providing accurate figures related to rent, number of bedrooms, and other information used to calculate the security amount.

The security will be returned when the Renters Office has reviewed and approved the Final Tenant Assistance report. Partial returns are not available.

### 8.2 Transfer of security when ownership changes

The security may be returned to the previous owner when a replacement security from the new owner has been received and approved by the City's Finance Department. If the previous owner and new owner have made arrangements to transfer ownership of the security held by the City through the sale agreement, they must notify the City's Finance Department and provide supporting documentation.





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# 10.0 Appendices

## Appendix A. Glossary

The following definitions apply to the Tenant Assistance Policy:

### Application site

The subject site(s) for a rezoning application and all of its included buildings.

### Assisted living or long-term care facility

Housing with associated services, including hospitality services and personal care services for adults who can live independently and make decisions on their own behalf but require a supportive environment due to physical and functional health challenges (assisted living), or 24-hour professional supervision and care for people who have complex care needs and can no longer be cared for in their own homes or an assisted living residence (long-term care).

### Benefits

Rent top-up, lump sum payment, moving expenses, a replacement unit and special assistance as required and requested.

### City

In this document, City of Burnaby means Planning staff.

### CMHC

Canada Mortgage and Housing Corporation.

### Co-tenants

Individuals who live together and share a single tenancy agreement. Each rent period, co-tenants collectively pay rent to their landlord and decide how to divide the cost.

### Co-operative housing

Housing development where residents who are members of the co-operative own and manage the building. Each member has one vote and works together to keep their housing well-managed and affordable.

### Council

Burnaby City Council.

### Council authorization

Permission granted by Council to staff to work with the rezoning applicant to prepare a suitable development plan.

### Designated tenant

The primary contact for the applicant, TRC and the City. The designated tenant is responsible for communicating benefits and coordinating compensation among all eligible household members.

### Effective date

Date on which a notice takes effect.

### Eligibility date

The date that establishes eligibility as per the TAP.

### Eligible tenant

A tenant having a legal tenancy relationship with the original landlord of that property and residing at the rezoning site on the eligibility date.

### **Evicted for cause**

An eviction considered to be at the fault of the tenant, e.g. noise, repeated late payment of rent, extraordinary damage.

### **Final Adoption**

The finalization of a municipal bylaw and its confirmation into law.

### **First Reading**

Tabling or introduction of a municipal bylaw to Council.

### **Four Month Notice to End Tenancy (Four Month Notice)**

As per the *RTA*, a landlord can serve a tenant with a Four Month Notice when they plan to do major construction that requires the unit to be empty. After receiving this notice, tenants have four months to move out. Tenants living at application sites will be served with a Four Month Notice before the rezoning applicant can begin their redevelopment or renovation project.

### **Freedom of Information and Protection of Privacy Act (FIPPA)**

*FIPPA* sets out individuals' access and privacy rights as they relate to the public sector. *FIPPA* establishes an individual's right to access records in the custody or control of a "public body", including access to one's own "personal information". In addition to establishing an individual's right to access records, *FIPPA* also sets out the terms under which a public body can collect, use and disclose the personal information of individuals.

### **Frustrated tenancy**

A tenancy agreement is frustrated when an unexpected event beyond anyone's reasonable control occurs, making it impossible to meet the original terms of a tenancy agreement, or can only be met in a significantly different manner than originally intended.

### **Household**

All of the tenants residing in a rental unit.

### **Housing operator**

The company or individual the applicant contracts with to provide property management services for the replacement units.

### **Interim housing period**

The period in which tenants are eligible to receive financial compensation payments. It starts when the Four Month Notice is issued to all eligible tenants or when no eligible tenants remain at the application site, whichever comes first and ends on the last day of the month following the month when the tenant is offered a move-in date for a replacement rental unit. For clarity, if there is no interim period of displacement before the replacement unit is offered to an eligible tenant (such as, for example, where the developer maintains the tenancies at the rezoning site while constructing replacement units at a different site), then an eligible tenant is not entitled to any rent top-ups or a lump sum payment.

### **Interim unit, interim housing**

Where a displaced tenant lives for the period of time between leaving the application site and returning to a replacement unit. Interim housing may be "applicant-secured" or "tenant-secured" as described in the TAP.

### **Landlord**

The owner of the rental unit, the owner's agent or another person acting on behalf of the landlord that permits occupation of the rental unit under a tenancy agreement or exercises powers and performs duties under the *Residential Tenancy Act*, tenancy agreement or a service agreement.

### **Legal tenancy relationship**

The direct tenancy relationship between the landlord and tenant. This may be documented in a written tenancy agreement or have been established when the security deposit was paid.

### **Non-profit housing operator**

A non-profit housing society or registered charity that operates non-market rental housing as part of fulfilling their mission(s).

### **Occupant/roommate**

A person who rents from a tenant with whom they live, rather than the landlord, and is therefore not covered under the *Residential Tenancy Act*.

### **Original landlord**

The owner of a rental unit, the owner's agent or another person acting on behalf of the owner that permits occupation of the rental unit under a tenancy agreement.

### **Original tenant**

Individual(s) with a rental relationship with the original landlord; renting a room or apartment to another renter.

### **Personal Information Protection Act (PIPA)**

*PIPA* describes how all private sector organizations must handle the personal information of its employees and the public and creates rules about collecting, using and disclosing that personal information.

### **Public Hearing**

An opportunity for the public to provide input to Council about a proposed municipal bylaw.

### **Purpose-built market**

Housing that's been designed and built expressly as long-term rental accommodation with rental rates determined by the market.

### **Rental Market Survey**

Conducted annually by CMHC, the Rental Market Survey provides data and analysis for both the primary and purpose-built rental market and the secondary rental market. The primary rental market consists of units in privately initiated, purpose-built rental structures of three or more units. The secondary rental market covers condominium apartments offered for rent. This data is used for calculating maximum top-up and lump sum amounts available under the TAP.

### **Rental Market Survey zone**

A grouping of census tracts determined by CMHC to represent an area within the municipality. This geography is used for calculating maximum top-up and lump sum amounts available under the TAP.

### **Rental unit**

A dwelling unit within purpose-built rental housing, as defined in the Zoning Bylaw.

### **Replacement unit**

A rental unit renovated or constructed to replace a unit at the application site. Under the TAP, replacement units are offered via the right of first refusal to eligible tenants who were displaced from the application site. Replacement units must have at least the same number of bedrooms and meet accessibility needs identified in the Tenant Assistance Form. Replacement units are rented to eligible tenants at the same rent at move out from the application site, plus any annual increases allowed under the *RTA* between move out and occupancy of the Replacement Unit.

### **Residential Tenancy Act (RTA)**

The Provincial legislation that governs landlord and tenant relationships in British Columbia.

### **Residential Tenancy Branch (RTB)**

The department of the provincial government in charge of residential tenancy law.

### **Residential Tenancy Branch dispute resolution**

The formal process for resolving disputes between landlords and tenants—it's similar to a court proceeding.

### **Rezoning application**

A process to request a change to the zoning district (i.e. current land use) for one or more properties. If a property owner or prospective buyer wants to use or develop land that isn't permitted under the current zoning, they need to apply to have the property's zoning changed.

**Rezoning applicant**

The individual or organization applying for rezoning.

**Right of first refusal**

The right to be offered the opportunity to enter into a contract before anyone else can. Under the TAP, eligible tenants are offered the right of first refusal for a replacement unit.

**Sub-tenant**

An individual renting an apartment from an individual(s) who has a rental relationship with the original landlord.

**Second Reading**

A step in the rezoning review process, involving a discussion in principle with Council.

**Tenant**

An individual or individuals with a rental relationship with the original landlord.

**Tenant Assistance Form (TAF)**

A form completed by tenant(s) to document their household needs and preferred types of compensation.

**Tenant Assistance Policy (TAP or “the Policy”)**

City Council approved requirements for when an application for rezoning impacts a rental building of five or more units and secondary market rental buildings with less than five units.

**Tenancy relationship**

For the Tenant Assistance Policy and Guide, a tenancy agreement with the original landlord of the property located at the application site.

**Tenant Relocation Coordinator (TRC)**

An individual hired by the applicant to assist tenants as required by the Tenant Assistance Policy.

**Third Reading**

The last step in the rezoning review process, which includes a final discussion with Council including any changes made after First or Second Reading.

**Top-up**

A payment to cover the difference between an eligible tenant’s rent at the application site and rent in their interim unit. If the interim unit rent is lower than rent at the application site, there’s no top-up.

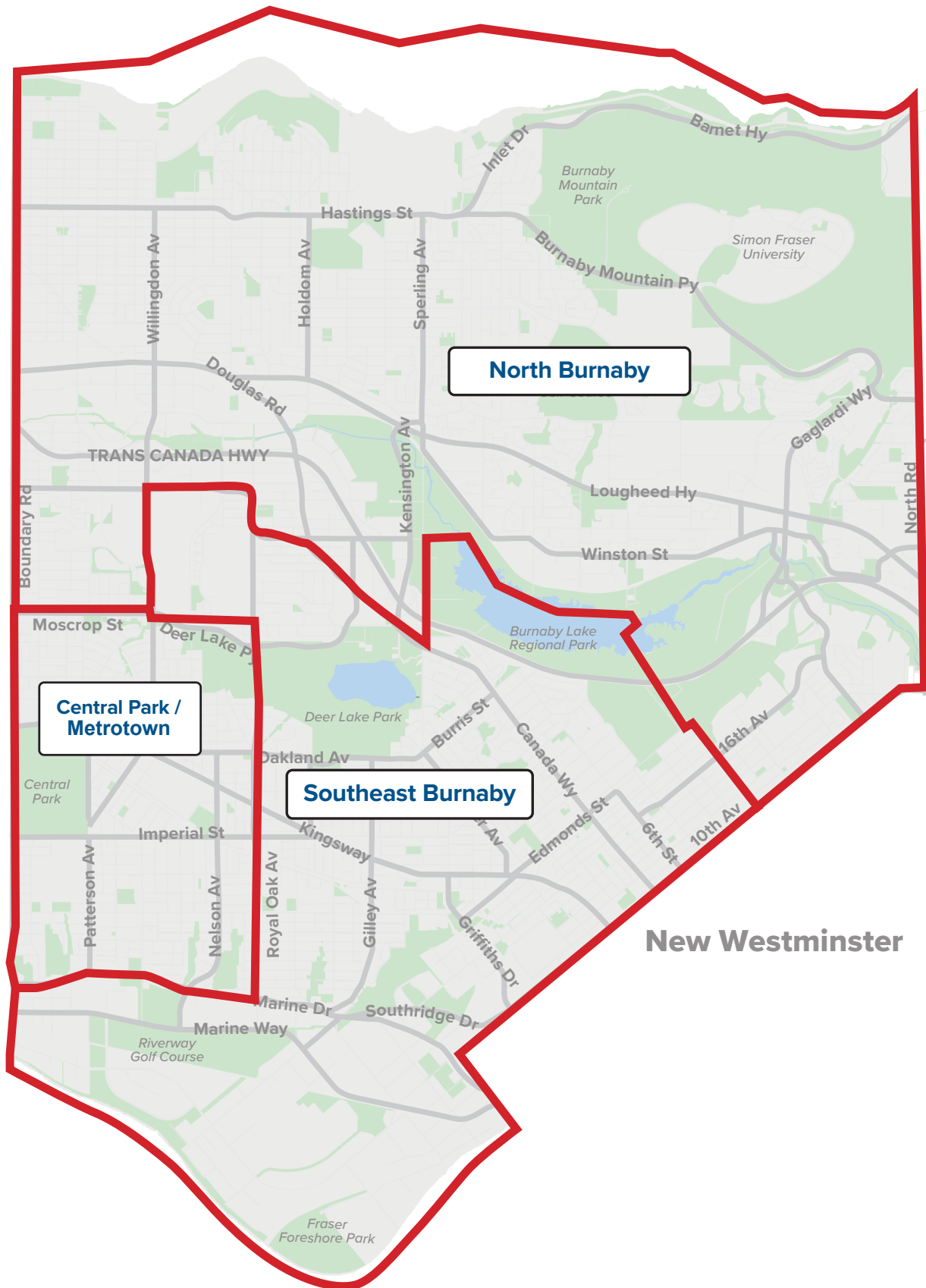
**Town centre**

Designated areas of the city that offer a full range of multi-family housing and commercial services in higher density forms. Town centres help provide complete communities, offering residents options to walk, bike, take transit or drive to access a mix of goods and services to meet their daily needs.

**Tenant Resource and Advisory Centre (TRAC)**

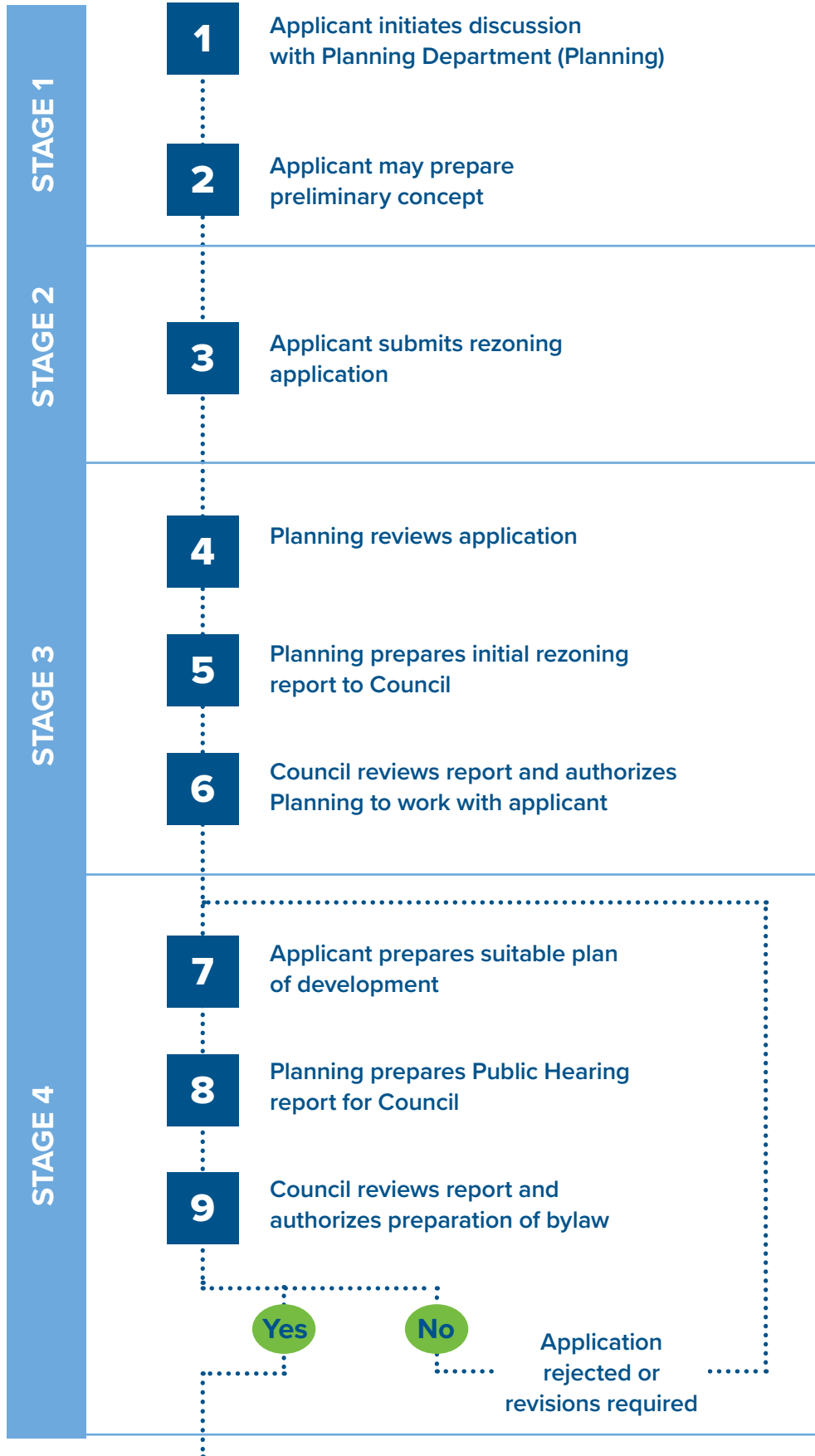
TRAC is a non-profit organization that provides information and support to renters across BC in the area of residential tenancy law.

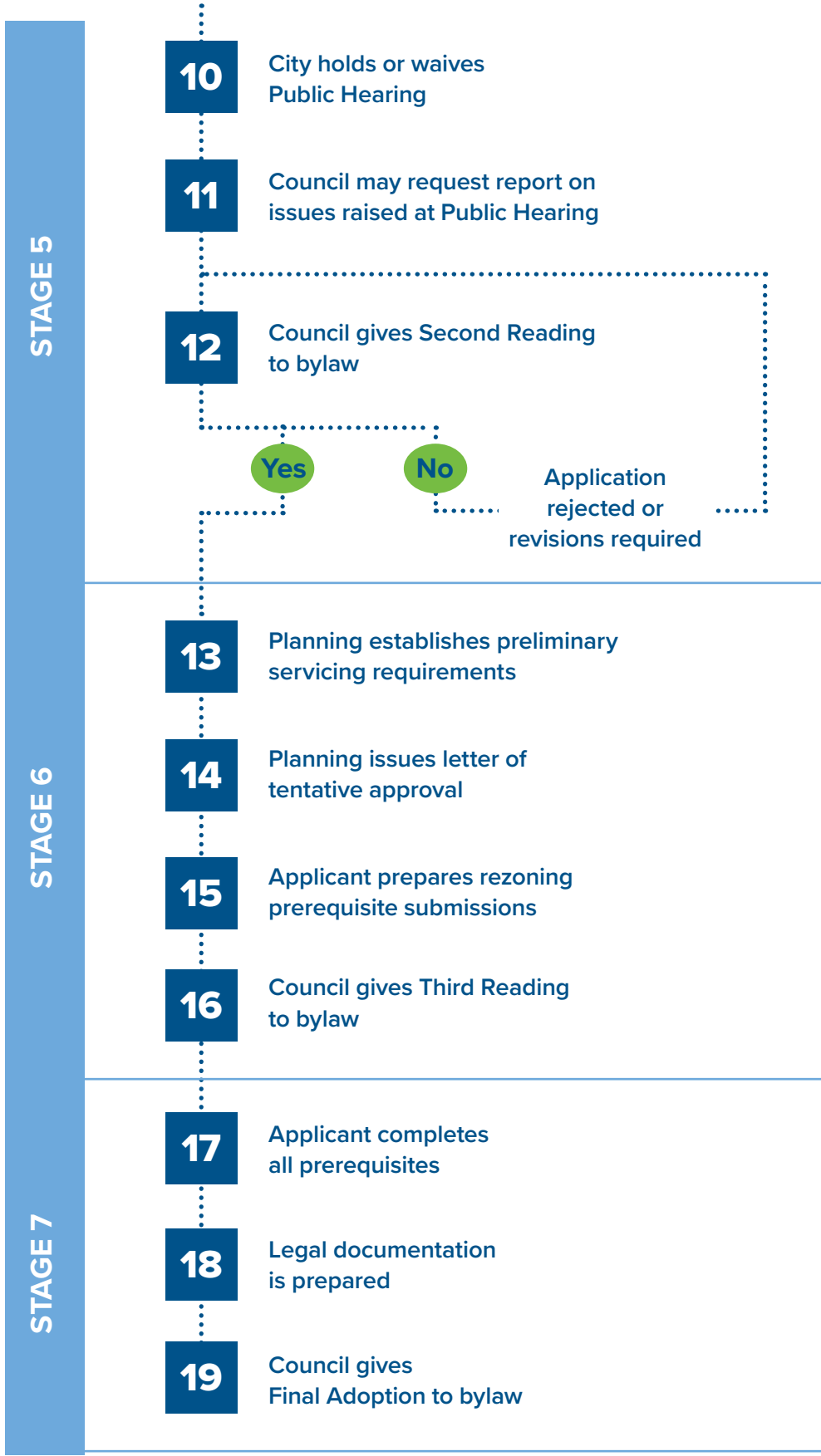
## Appendix B. Burnaby CMHC rent zones





# Appendix C. Comprehensive development timeline





## Appendix D. CMHC Rental Market Survey median rents

CMHC Rental Market Survey median rents by zone													
Year	Date Released	Central Park/Metrotown				Southeast Burnaby				North Burnaby			
		Bachelor	1-Bed	2-Bed	3-Bed+	Bachelor	1-Bed	2-Bed	3-Bed+	Bachelor	1-Bed	2-Bed	3-Bed+
2017	Nov 28 2017	\$918	\$1,038	\$1,350	\$1,600	\$800	\$931	\$1,165	\$1,200	\$826	\$1,125	\$1,457	\$1,700
2018	Nov 28, 2018	\$989	\$1,100	\$1,400	\$1,750	\$850	\$975	\$1,250	\$1,200	\$850	\$1,150	\$1,550	\$1,851
2019	Jan 15, 2020	\$1,100	\$1,200	\$1,550	\$2,150	\$850	\$1,050	\$1,296	\$1,400	\$875	\$1,225	\$1,608	\$1,950
2020	May 10, 2021	\$1,050	\$1,168	\$1,531	\$1,925	\$880	\$1,098	\$1,370	\$1,590	\$875	\$1,300	\$1,750	\$1,950
2021	Feb 18, 2022	\$1,175	\$1,200	\$1,675	\$1,925	\$950	\$1,175	\$1,550	\$1,800	\$950	\$1,313	\$1,700	\$1,949
2022	Jan 26, 2023	\$1,200	\$1,300	\$1,742	\$2,000	\$930	\$1,250	\$1,675	*No data	\$975	\$1,475	\$1,700	\$1,978
2023	Jan 31, 2024	*No data	\$1,326	\$1,800	\$2,171	\$950	\$1,377	\$1,700	*No data	\$913	\$1,600	\$2,111	\$2,002
2024	Dec 17, 2024	\$1,350	\$1,550	\$1,900	*No data	\$1,100	\$1,500	\$1,800	*No data	\$1,100	\$1,700	\$2,179	\$2,250

\*If there is no data for a specific year and bedroom type, the most recent published figure applies.









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