

2024 TAP Review – Proposed Clarifying Text

#	Applicable policy section	Issue and rationale	Action	Clarifying text (in red)
	N/A	TAP was first adopted on May 4, 2015, and amended March 5, 2018 (2018 TAP). The strengthened TAP was approved in principle on December 2, 2019 (2020 TAP), and updated October 24, 2022 (2022 TAP). While the 2018 and 2020 versions of TAP have substantially different requirements, the 2020 and 2022 versions of TAP are effectively the same policy. A majority of the revisions made in 2022, and the revisions proposed in this review seek to codify practice and should apply to all active TAP projects, not just those that applied for rezoning after January 1, 2023.	Update 2020 TAP so any revisions made in 2022 and 2024 are integrated into the 2020 TAP, not as separate policy versions.	N/A
1	2.0 Residential Tenancy Act	Requirements to end tenancies are outlined by the <i>Residential Tenancy Act</i> . For Four Month Notices to End Tenancy (FMNTET) for the purpose of demolition, property owners must have all necessary permits and approvals required by a municipal or provincial authority for demolition. The policy doesn't clearly state what is required for a FMNTET.	Clarification of the permits required to be issued by the City of Burnaby prior to issuing FMNTET.	British Columbia's <i>Residential Tenancy Act</i> (RTA) regulates all tenancies in residential units across the province. Burnaby's Tenant Assistance Policy does not replace landlord and tenant rights and obligations set out in the RTA. Instead, this policy is intended to supplement the RTA to help tenants impacted by renovation or redevelopment. Property owners must issue all notices to end tenancy in accordance with the RTA. A Demolition Permit must be issued by the City of Burnaby before a property owner can issue a Four Month Notice to End Tenancy pursuant to s. 49(6)(a) of the RTA. Further details can be found on the Residential Tenancy Branch's website.
2	4.2 Eligible Tenants	Tenants that permanently live in a rental unit at an application site and are in good standing (i.e. paying rent) are eligible. In some cases, tenants may be unknowingly living in units that were illegally created by a property owner. The policy does not clearly state that tenants in this circumstance are to be compensated as an eligible tenant.	Clarification that eligibility applies to having a tenancy agreement and living in a rental unit (including units illegally created by a property owner).	Benefits outlined in this policy are provided to tenants who had a tenancy agreement with the landlord and were living in the unit on the eligibility dates outlined in Table 1 under Section 4.1 of this policy. In the absence of a written tenancy agreement, benefits will be provided to all tenants who permanently reside in the affected dwelling unit on the eligibility date and pay rent . Benefits are provided on a dwelling unit basis and will be distributed to those named on the written tenancy agreement. For clarity, so long as a tenant permanently lived in a dwelling unit (as that term is defined in the Zoning Bylaw) at the application site on the eligibility date, then the tenant qualifies for TAP benefits regardless of whether the dwelling unit was constructed pursuant to an approved building permit.

3	<p>4.2 Eligible Tenants</p> <p>4.3 Ineligible Tenants</p> <p>5.4 Replacement Unit</p>	<p>Tenants are eligible for one TAP project only, regardless of the version of TAP that applies. Current language ties ineligibility to “previous versions of TAP” but it is only relevant that they are eligible for compensation at another rezoning site, not the version of the policy. Language in the policy is inconsistent and unclear.</p>	<p>Clarification that tenants are ineligible if they are eligible for benefits under another rezoning application.</p>	<p>Section 4.2 Eligible Tenants Eligible tenants who have received financial benefits at a rezoning site under the 2015 or 2018 Tenant Assistance Policy are eligible for a replacement unit only, as per if the City of Burnaby’s Rental Use Zoning Policy applies to that rezoning.</p> <p>4.3 Ineligible tenants The following tenants are not eligible for benefits under this policy:</p> <ul style="list-style-type: none"> • Tenants who have or will be receiving top-up or lump sum financial compensation in accordance with previous versions of the Tenant Assistance Policy for another rezoning application and are eligible for and awaiting an offer of a replacement rental unit under that application. <p>Section 5.4 Replacement Unit Tenants who are displaced more than once and are eligible for multiple replacement rental units will have right of first refusal for replacement units at all sites where they formerly resided but may only occupy one replacement unit.</p>
4	4.2.1 Designated Tenant	<p>If a tenant's contact information changes, they may not receive updates on the project.</p>	<p>Clarification that tenants should keep information up to date.</p>	<p>The designated tenant should inform the Tenant Relocation Coordinator and City of any changes to their contact information (phone, email, mailing and physical address).</p>
5	4.3 Ineligible Tenants	<p>Tenants evicted for cause are not eligible for benefits as outlined in Rental Use Zoning Policy, though this provision would be more relevant to be included in TAP.</p>	<p>Clarification that tenants evicted for cause are ineligible.</p>	<ul style="list-style-type: none"> • Tenants evicted for cause while living at the application site or in interim housing.
6	5.2 Financial Compensation during the interim period	<p>The intent of TAP is to minimize the financial impact of the interim period (between the Four Month Notice to End Tenancy at the rezoning site and completion of the replacement units). If there is no interim period of displacement because the developer maintains tenancies at the rezoning site while constructing replacement units at a different site, then no financial compensation is required. This is clear in</p>	<p>Clarification that compensation (top ups and lump sums) is only provided in the interim period.</p>	<p>Section 5.2 Financial compensation during the Interim Period Tenants may select one of two rent top-up financial compensation options or the one-time lump sum payment, paid for by the rezoning applicant to the eligible tenant 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 (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. The</p>

		the top up compensation section of the policy but not clear for lump sums.		<p>payment options described in sections 5.2.1, 5.2.2 and 5.2.3 below only apply in cases where there is an interim period between the date the developer issues a Four Month Notice to End Tenancy or the building at the rezoning application site becomes vacant, whichever comes first, and the move-in date for a replacement unit. Rent top-ups are paid throughout the interim period, until the replacement units are ready for occupancy. Tenants who opt for this option may request that the Tenant Relocation Coordinator find them interim housing, or they may find their own interim housing and access rent top-ups up to the maximum amount.</p> <p>Tenants can request the one-time lump sum amount, determined by using the formula in Section 5.2.3 of the policy.</p>
7	<p>5.2.1 Applicant Secured Interim Housing</p> <p>5.4 Replacement Units</p>	If a household was allowed a pet in their original unit, a tenant should be provided with pet-friendly interim housing options. The TAP Guide and Housing Agreements further outlines that if tenants were allowed a pet in their original unit, they should be allowed a pet at the replacement unit.	<p>Clarification – requirements for providing pet friendly interim housing options under Option 1 – Applicant Secured housing and a pet friendly replacement unit.</p>	<p>5.2.1 Applicant Secured Interim Housing</p> <p>If pets were permitted in the tenant's unit at the rezoning site, the rezoning applicant must find that household interim housing options that permit the same number and kind of pets as were permitted at the tenant's unit at the rezoning site. The interim housing must not place any restrictions on the pets or the keeping of pets that were not included at the tenant's unit at the rezoning site unless such restrictions are required by applicable law.</p> <p>5.4 Replacement Units</p> <p>If the tenant was displaced from a unit that allowed pets, the rezoning applicant must offer the tenant a replacement unit that permits the same number and kind of pets as were permitted at the tenant's unit at the rezoning site. The tenancy agreement for the replacement unit must include any restrictions on the pets or the keeping of pets that were not included in the tenancy agreement for the tenant's unit at the rezoning site unless such restrictions are required by applicable law.</p>
8	5.2.1 Applicant Secured Interim Housing	Policy outlines that the TRC will provide at least three interim housing options but does not currently reflect the policy intent that the options must be viable (i.e. that the posting is accepting inquires).	<p>Clarification that options for interim housing under Option 1 – Applicant secured must be "viable".</p>	Under this option, the rezoning applicant or Tenant Relocation Coordinator is responsible for finding at least three viable (e.g. accepting applications) interim housing options for tenants.

9	5.2.2 Tenant Secured Interim Housing	Policy outlines that Option 2: tenant secured interim housing, has a maximum rent top up amount but it is unclear to some tenants that they are responsible for paying any rent above the maximum top up.	Clarification that tenants are responsible for any rent above the maximum top up.	<ul style="list-style-type: none"> • The rezoning applicant will pay to the tenant monthly rent top-ups to cover the difference between the tenants’ monthly rent at the rezoning application site and the tenants’ monthly rent at the interim housing unit, up to a maximum of the greater of either of the following formulas. The tenant is responsible for any rent above the maximum top-up.
10	5.4 Replacement Unit	Intent of the policy is to support eligible tenants that are returning to the replacement building, therefore moving compensation should be provided a second time to all eligible tenants moving into the replacement building, including those moving into an inclusionary unit. This may happen if a tenant household grows between being the FMNTET and completion of the replacement units and they need a bigger unit and qualify for an inclusionary or other rental unit in the replacement building.	Update that tenants returning to an inclusionary unit in the replacement building will receive moving assistance.	At a minimum, these tenants will be offered a replacement unit that has the same number of bedrooms as the unit they formerly rented at the rezoning application site and will be provided the same moving assistance options outlined in Section 5.3 to return to the replacement building in a replacement or inclusionary unit.
11	6.1 Tenant Compensation Selection	Guide goes into detail on exception options to compensation deadlines (e.g. if the tenant requires additional support to understand the compensation options.)	Clarification that exceptions to the deadlines to switch compensation may be allowed.	Tenants are permitted to switch their selected compensation option up to the timelines provided in Table 2. Exceptions as outlined in the TAP Guide may be provided.
12	6.1 Tenant Compensation Selection	Tenants are eligible for one form of compensation. If a tenant is receiving top ups but wants to switch to lump sum, the total amount of top ups paid to date is deducted. If tenants move to a unit under option 1 that does not require top ups, but a developer has provided support to secure this unit at the below market rent (i.e. by discounting a unit in a building they own) this should be accounted for in the lump sum calculation. To account for the months when no top-up was paid, the number of months the tenant lived in the	Clarification on how a lump sum is calculated if a tenant chooses to switch compensation options from top ups to lump sum and rent is equal or less than rezoning site.	<p>Tenants are permitted to switch their selected compensation option up to the timelines provided in <i>Table 2</i>. Exceptions may be provided. Tenants that are living in applicant-secured interim housing can change to tenant-secured housing or request a lump sum payment at any time during the “top-up” entitlement period. Tenants that have received moving assistance when moving out of the rezoning application site will not receive supplementary moving assistance if they choose to change their financial compensation option. Tenants must submit an updated and completed Tenant Assistance Form to change their compensation selection.</p> <p>Tenants who wish to change to lump sum compensation sum will have the sum of top-up compensation payments deducted from the amount of the lump sum they are eligible to receive. If a tenant is living in an interim unit</p>

		interim unit is subtracted from the lump sum formula.		where the rent, as per the tenancy agreement, is equal to or less than their rent at the rezoning application site and they request to switch to a lump sum payment. The number of months the tenant lived in the interim unit is be subtracted from the 36 months in the lump sum formula.
13	6.2 Tenant Assistance Form	Policy currently states that tenants must submit their Tenant Assistance Form prior to vacating the rental unit but some eligible tenants may have vacated the unit before the forms are distributed.	Clarification on the deadline to access financial compensation.	To document pertinent details of tenants' existing tenancy, information about the household's needs for their replacement unit, and to determine other benefits of this policy where applicable, tenants must complete a Tenant Assistance Form and submit it to the Renters Office prior to vacating their rental unit. Exceptions will be made for tenants that have vacated the unit prior to forms being distributed.
14	6.4 Bonding	Intent of the TAP bond is to have security in the case that a developer defaults on their TAP obligations. TAP requires bonding to be submitted prior to Final Adoption but FMNTET can be issued when Demolition permit is issued which means the timing of bonding is not aligned with intent of bonding.	Clarification that TAP bond is required prior to demolition permit or Final Adoption, whichever comes first.	Bonding is required from the applicant to secure TAP obligations. ensure compensation obligations are fulfilled, bonding from the applicant to the City is required. Before issuance of the demolition permit or Final Adoption, whichever comes first, the rezoning applicant must provide the City with a cost estimate of all outstanding tenant assistance benefits for all eligible tenants and once approved, the applicant must pay the bond in a form suitable by the City.
15	6.4 Bonding	Wording in policy does not clearly reflect the established bonding requirements on bond calculations, including admin fees and TRC fees.	Clarification on how the bond is calculated.	The applicant must also submit a summary of all tenant assistance benefits that have been paid at the time of submitting their cost estimate. The bond amount is equal to the lump sum amount (calculated using the latest CMHC data) for each tenant, two times the flat rate moving compensation for each tenant, 4% of the total for administrative fees, and a flat rate for consulting fees, less any compensation already paid.

16	7.0 Communication	Tenants that move in after eligibility date are often unaware that they are ineligible for benefits, despite the City outlining expectations for communicating with ineligible tenants in the TAP Guide.	Clarification of expectations for communicating to ineligible tenants.	After the eligibility date, rezoning applicants and property owners must inform prospective tenants of the active rezoning and TAP ineligibility as the TAP has already been applied. If tenants choose to move in after the eligibility date, a letter of ineligibility should be prepared for the household.
17	7.1 Implementation checklist	The implementation checklist in text does not match "Tenant Assistance Policy Checklist" document that is used in implementation. Section 7.1 omits several key established requirements (e.g. Section 219 Covenant).	Remove the condensed checklist from the TAP text and add Schedule A – Tenant Assistance Policy Checklist”.	Requirements must be completed as per the Tenant Assistance Policy Checklist – Schedule A.