

Tenant Assistance Policy

1.0 POLICY INTENT

The City of Burnaby's Tenant Assistance Policy establishes standards for accommodating and supporting tenants of market rental buildings who have been displaced, or are facing displacement, from their homes as a result of major renovation or redevelopment that requires rezoning approval.

2.0 RESIDENTIAL TENANCY ACT

British Columbia's *Residential Tenancy Act (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](#).

3.0 APPLICABILITY

3.1 Housing Type

This policy applies to:

- Purpose-built market rental buildings with five or more dwelling units; and
- For rezoning applications made after January 1, 2023, sSecondary market rental buildings with less than five units that are also being consolidated into a larger redevelopment project that includes a building that meets the above criteria.

This policy does not apply to non-market rental housing or community housing that is operated by non-profit housing societies, housing co-operatives, provincial, city or regional government authorities, or on-/off-reserve Indigenous housing organizations.

3.2 Application Type

This policy applies to rezoning applications with the applicable housing types described in *Section 3.1*, and that result in tenant displacement due to demolition or renovation. Demolition or renovation of properties that do not require rezoning are not subject to this policy.

~~This policy applies to rezoning applications submitted after 2023 January 01. The lump sum provision under Section 5.2.3 of this policy applies to eligible tenants of in-stream rezoning applications.~~

4.0 ELIGIBILITY

4.1 Eligibility Dates

As the City ~~has~~ had a previous versions of the Tenant Assistance Policy, specific eligibility dates are used to determine the version of the policy that applies to a particular rezoning application, and to tenants and/or occupants who are eligible for compensation established in the policy. The following eligibility dates establish when a tenancy is considered eligible.

Table 1: Eligibility Dates

Rezoning Application Timeline	Applicable Policy	Tenancy Eligibility Date
Rezoning applications: - made after 2023 January 01	2022 Tenant Assistance Policy	Rezoning Application Date
Rezoning Applications: - made after 2019 December 02 - that had not received Second Reading as of 2019 December 02 - that did not receive Council authorization for staff to work with the rezoning applicant on a suitable plan of development prior to 2019 December 02	March 2020 Tenant Assistance Policy	Rezoning Application Date
Rezoning Applications: - made Prior to 2019 December 02 - that received Second Reading prior to 2019 December 02 - that received Council authorization for staff to work with the rezoning applicant on a suitable plan of development prior to 2019 December 02	2018 Tenant Assistance Policy	Council Authorization Date

4.2 Eligible Tenants

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 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. Eligible tenants who have received financial benefits under the previous Tenant

Assistance Policy are eligible for a replacement unit at that rezoning site only, if as per the City of Burnaby's Rental Use Zoning Policy applies to that rezoning.

4.2.1 Designated Tenant

Where there is more than one eligible tenant residing in the dwelling unit, tenants are required to determine amongst themselves who the designated tenant will be and communicate this decision to the Tenant Relocation Coordinator and the City of Burnaby's Renters Office. The designated tenant will be the primary communication contact for the rezoning applicant, Tenant Relocation Coordinator, and the Renters Office, and shall be responsible for ensuring that all eligible tenants receive the benefits as established in this policy. The designated tenant should inform the Tenant Relocation Coordinator and City of any changes to their contact information (phone, email, mailing and physical address).

4.2.2 Caretaker Unit

A caretaker, building manager, property manager or superintendent paying reduced rent as a condition of employment is eligible for moving assistance and the Right of First Refusal for a replacement unit. Rent at the replacement rental unit—if a caretaker, building manager, property manager or superintendent chooses to return—will be the average rent tenants with a similar unit type were paying at move out from the rezoning application site, plus annual rent increases allowed under the *RTA*—between the day the final tenant moves out from the rezoning application site and when tenants move into the replacement unit.

4.3 Ineligible Tenants

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

- Tenants who begin their tenancy after the eligibility dates outlined in *Section 4.1*.
- 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.
- Sub-tenants who do not have a tenancy agreement with the original landlord, unless the eligible tenant chooses to transfer benefits, in part or in whole, to the sub-tenant in writing.
- Roommates or occupants who are not named on a written tenancy agreement with the landlord, unless the tenant named on the written tenancy agreement chooses to transfer benefits, in part or in whole, to the roommate or occupant, in writing.
- Tenants evicted for cause while living at the application site or interim housing.

Landlord obligations to tenants under the *RTA* continue to apply, whether tenants are eligible or not under this policy.

4.4 Units Vacant at Eligibility Date

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.

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

5.0 TENANT ASSISTANCE

Rezoning applicants must provide eligible tenants with the following:

5.1 Tenant Relocation Coordinator

A Tenant Relocation Coordinator must be designated by the rezoning applicant to assist tenants in finding interim housing options as required by *Section 5.2.1* of this policy, and to assist with the delivery of the rezoning applicant's obligations outlined in this policy.

This role cannot be assumed by:

- a rezoning applicant; or
- a caretaker, property manager, superintendent or building manager.

For effective implementation of the Tenant Assistance Policy, rezoning applicants are encouraged to hire a third-party Tenant Relocation Coordinator. In instances where there are repeated complaints about unresponsiveness of a Tenant Relocation Coordinator hired by a rezoning applicant internally, a rezoning applicant will be required to hire a third-party Tenant Relocation Coordinator.

The Tenant Relocation Coordinator hired by the rezoning applicant:

- will be the primary contact with the City on tenant-related matters;
- must be responsive to both the City and tenants, including being available to answer questions by phone and email at regular and consistent hours;
- must maintain and update relocation and compensation records of all eligible tenants through the redevelopment process and post-occupancy; and
- must keep records of all written correspondence and notifications for at least one year post-occupancy of the replacement units and provide these records to the Renters Office upon request.

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 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.~~

~~Tenants can request the one-time lump sum amount, determined by using the formula in Section 5.2.3 of the policy.~~

5.2.1 Rent Top-Up in Rezoning Applicant-Secured Interim Housing

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. Options for interim housing are to be located in Burnaby, with priority for the same area as the residence of the tenant, unless otherwise agreed to by the tenant. If agreed to by the tenant, options outside Burnaby are restricted to Metro Vancouver municipalities¹ and should meet the tenant's needs as identified in their Tenant Assistance Form. 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

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

- The tenant will be responsible for the amount equivalent to the tenant's rent at the Rezoning application site.
- The rezoning applicant will pay or pay to the tenant any rent amount which exceeds the tenant's rent at the rezoning application site ("top-up").
- The rezoning applicant will pay or pay to the tenant any additional security and pet damage deposits, as applicable, for the interim housing unit, above the amount of such deposits for the tenant's unit at the Rezoning application site.

¹ Municipalities in Metro Vancouver are:

City of North Vancouver
District of North Vancouver
City of Pitt Meadows
City of Port Coquitlam
City of Port Moody
City of Richmond
City of Surrey
City of Burnaby

Tsawwassen First Nation
City of Vancouver
District of West Vancouver
City of White Rock
Village of Anmore
Village of Belcarra
Bowen Island Municipality
City of New Westminster

City of Coquitlam
City of Delta
Electoral Area A
City of Langley
Township of Langley
Village of Lions Bay
City of Maple Ridge

- Any rent increases, as permitted by the RTA, at the interim housing unit will be split between the tenant and rezoning applicant in proportion to the amount of rent each of the tenants and rezoning applicants are responsible for (per the first two bullets above).

If the rent under the tenancy at the rezoning application site includes heat and the rent for the interim housing unit does not, the rezoning applicant must provide an additional monthly financial supplement for heat costs. The monthly heating supplement is the “electricity” amount provided in BC Housing’s Monthly Heat Allowance Rates. If the rent at the rezoning application site includes hot water and a tenant is required to pay a separate hot water bill at the interim unit, the rezoning applicant must pay the gas supplement established in BC Housing’s Monthly Heat Allowance Rates.

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

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

5.2.2 Rent Top-Up in Tenant-Secured Interim Housing

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

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

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

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

OR

Tenant’s monthly rent at rezoning application site x 15 percent

- Any annual rent increases permitted by the RTA during the interim period will be split proportionally between the tenant and rezoning applicant, to the maximum amount of the rent top-up established using the aforementioned formula. The tenant is responsible for any rent above the maximum top-up.

Tenants who elect to secure their own interim housing will start receiving rent top-ups on the date that all remaining eligible tenants in the rezoning application site receive a Four Month Notice to End Tenancy, or when the building at the rezoning application site becomes vacant, whichever comes first. The rent top-up will be paid by the rezoning applicant throughout the interim period and will end on the last day of the month after the determined move-in date for a replacement rental unit provided by the rezoning applicant as part of the rezoning application, irrespective of whether or not the tenant relocates into the replacement unit.

5.2.3 Lump Sum Payment

Tenants can opt for a one-time lump sum payment. The lump sum payment will be an amount equal to the greater of the following formulas:

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

OR

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

Tenants who elect to receive lump sum compensation are entitled to receive the full payment on the date all remaining eligible tenants in the application site receive a Four Month Notice to End Tenancy or when the building at the rezoning application site becomes vacant, whichever comes first.

5.3 Moving Assistance

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

5.3.1 Moving Arranged by the Rezoning Applicant

Under this option:

- The applicant must arrange for an insured moving company.
- The applicant must include packing supplies if requested by the tenant.
- The household must determine a single destination for belongings if members choose to relocate to separate dwelling units.
- Tenants can only be relocated within Metro Vancouver.

5.3.2 Flat Rate Moving Compensation

The flat rate payout for moving expenses will be based on the unit type a tenant had on the eligibility date as follows:

- \$900 for studio or one-bedroom units
- \$1,200 for two-bedroom units
- \$1,400 for three-bedroom or larger units

Under this option:

- The tenant will arrange for their own moving.
- The tenant must provide at least one month's notice to the Tenant Relocation Coordinator/applicant.
- The applicant must pay the tenant the flat rate moving compensation amount at any time, regardless of whether the Four Month Notice to End Tenancy has been issued or not.

5.3.3 Support for Vulnerable Tenants

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

5.4 Replacement Unit

Under the Rental Use Zoning Policy, Rental Replacement Stream, tenants affected by redevelopment requiring rezoning must be given the opportunity to return to the replacement rental unit upon completion by way of their right of first refusal—at the same rent they paid at move-out from the application site, plus annual *RTA* permitted rent increases. 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) unit. Rents for the replacement units will be in accordance with the Rental Use Zoning Policy. 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. Tenants who are displaced more than once and are eligible for multiple replacement rental units will have right of first refusal for replacement units at all sites where they formerly resided, but may only occupy one replacement unit.

Where tenants have identified accessibility requirements in their Tenant Assistance Form prior to relocating from the rezoning application site, the applicant must provide a replacement unit that accommodates their needs, where possible, whether or not the tenant's unit at the rezoning application site had similar accommodations.

6.0 IMPLEMENTATION

6.1 Tenant Compensation Selection

Selection of a preferred financial compensation option by an eligible tenant must only occur after the group tenant meeting organized by the applicant and attended by the City, as required by *Section 7.1* of this policy, has been held. Tenants are required to communicate their selected

financial compensation option directly to the City of Burnaby’s Renters Office using the Tenant Assistance Form established by the Renters Office.

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

Table 2: Financial Compensation Timelines

Financial Compensation

Options	Timeline for Selecting/Switching Options
Option 1 – Applicant Secured Interim Housing	Within two weeks of receiving the Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit and must not have received a lump sum payment
Option 2 – Tenant Secured Interim Housing	On any date prior to the end of the “top-up” entitlement period, but must not have received a lump sum payment
Option 3 Exception – Lump Sum Compensation	On any date prior to the end of the “top-up” entitlement period

Moving Assistance

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

Tenants are permitted to switch their selected compensation option up to the timelines provided in Table 2. Exceptions (as outlined in the TAP guide) 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.

Tenants that have received additional money to supplement a security and/or pet deposit for applicant secured housing who then change to another compensation option must return this additional amount to the applicant in accordance with Section 5.2.1 of this policy. Tenants who wish to change to Option 3 - 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 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 subtracted from the 36 months in the lump sum formula.

6.2 Tenant Assistance Form

To document pertinent details of tenants' existing tenancy, information about the household's needs for their replacement unit, and to determine other benefits of this policy where applicable, tenants must complete a Tenant Assistance Form and submit it to the Renters Office prior to vacating their rental unit. Exceptions will be made for tenants that vacate the units prior to Tenant Assistance Forms being distributed. The Tenant Assistance Form is established by the Renters Office and will be available from Tenant Relocation Coordinators. The Tenant Relocation Coordinator must work with tenants who require help with completing the Tenant Assistance Forms and provide a report, in a manner specified by the City, summarizing the needs of the tenants and proposed benefits being provided to them. Tenants that desire applicant-secured housing must complete the form and provide it to the Renters Office a minimum of two weeks following the issuance of the Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit. The Tenant Relocation Coordinator must arrange for translation services - if required.

6.3 Return of Additional Deposits Received for Applicant-Secured Interim Housing

Tenants must return any additional security and/or pet damage deposit(s) to the applicant— either at the end of their tenancy or after receipt of a decision by a *Residential Tenancy Branch* arbitrator in the event that the interim unit's landlord has filed for dispute resolution to keep the deposit(s) or the tenant has filed for its return.

6.4 Bonding

~~To ensure compensation obligations are fulfilled, bonding from the applicant to the City is required.~~ Bonding is required from the applicant to secure TAP obligations. Before issuance of the Demolition Permit, or Final Adoption, whichever comes first, Prior to Final Adoption of the Rezoning Amendment Bylaw, the applicant must provide the City 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 acceptable to the City. After review, the City will require bonding in the determined amount to be submitted to the Planning and Development Department in a form acceptable to the City. The applicant must also submit a summary of all tenant assistance benefits that have been paid at the time of submitting their cost estimate.

The 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. The flat rate for consulting is \$100,000 for fifteen or more units and \$60,000 for less than 15 units and is subject to change by the City

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

7.0 COMMUNICATION AND REPORTING

Applicants and/or Tenant Relocation Coordinators are required to be in regular communication with tenants and support tenants throughout the relocation and redevelopment process. Applicants and/or Tenant Relocation Coordinators must provide regular updates to staff at the City's Renters Office through the relocation and redevelopment process.

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.

7.1 Tenant Assistance Policy Implementation Checklist

Requirements The following components must be completed, and reporting submitted to the City as per the Tenant Assistance Policy Checklist – Schedule A, at the following intervals:

At submission of rezoning application:

- ~~Establish a dedicated email for the Tenant Relocation Coordinator that is owned by the applicant and associated with only the specific rezoning application.~~
- ~~Provide a copy of this Tenant Assistance Policy and written notification to each unit, outlining the eligibility status.~~
- ~~Post contact information for the Tenant Relocation Coordinator, City of Burnaby Renters Office, and other tenant resources such as TRAC Tenant Resource & Advisory Centre and the Residential Tenancy Branch within the building in accessible locations frequented by tenants.~~
- ~~Provide documentation of all units in the building, including vacant units, start date of tenancies, number of bedrooms, rental rates, and other pertinent information on the approved forms.~~
- ~~Submit a signed compliance form indicating that the applicant will collect, manage, and disclose all tenant information in compliance with the *Freedom of Information and Protection of Privacy Act* and *Personal Information Protection Act* (see Section 7.2 of this policy).~~

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

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

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

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

Within one month of building(s) on rezoning application site being vacant or prior to final adoption of rezoning bylaw:

- ~~Tenant Relocation Report on template established by the City.~~

One month after occupancy of replacement units:

- ~~Final Tenant Assistance Report on form established by the City.~~

7.2 Collecting, Storing and Disclosing Tenant Information

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

8.0 MAINTENANCE REQUIREMENTS AT APPLICATION SITE

Applicants must ensure that occupied buildings and the properties on the rezoning application site continue to comply with health, safety, and housing standards required by law and consistent with the age, character and location of the buildings and properties.

9.0 FINAL ADOPTION OF REZONING BYLAW

Prior to recommending Final Adoption of the Rezoning Amendment Bylaw, the Renters Office will confirm that the applicant has met all the policy implementation obligations, including submission of the bonding amount required for the outstanding compensation for all eligible tenants.

Approved by Council 2015 April 24

Amended 2022 October 24

Amended 2024 October 7