

POLICY AND PROCEDURES	Tenant Relocation Policy		
	POLICY NO.	EFFECTIVE	AMENDMENT NO.
MANUAL	2.48	September 25, 2018 Revised July 18, 2025	1

1. Policy

This policy ensures that the Capital Region Housing Corporation (CRHC) adheres to fair, transparent, and consistent tenant relocation practices in alignment with the *British Columbia Residential Tenancy Act (RTA)* and/or a local government.

2. Purpose

This policy outlines rehousing provisions for existing tenants in CRHC housing stock that is approved for redevelopment.

3. Management of the Policy

This policy is managed by the CRHC. Any modifications to this policy after implementation must be reviewed and approved by the General Manager, Housing, Planning and Protective Services.

4. Definitions

a) *Below Market*

CRHC adheres to the income-level definitions as outlined in the BC Housing Rent Guide and posted on BC Housing's website, as updated from time-to-time.

b) *Household Income Limits (HILs)*

As set by BC Housing, the income limits that represent the maximum annual income, before taxes, that a household can earn to be eligible for housing.

c) *Official Notice*

An official "Four Month Notice to End Tenancy" issued to tenants following the receipt of the demolition permit by the CRHC, providing at least four months' notice, in accordance with the requirements set forth under Section 49 of the *BC RTA*. This form is attached as Appendix A.

d) *Rent Geared to Income (RGI)*

A type of subsidized housing where the rent levels are set in accordance with how much before tax income a household earns, which is set by BC Housing at 30%. To be eligible for RGI housing, the applicant's gross household income must be below the HILs.

e) *Unofficial Notice*

Advanced written notification provided by the CRHC to tenants, approximately 12 months prior to the anticipated renovation or demolition of their current home.

f) *Vulnerable Tenants*

Vulnerable tenants, for example, low-income people with disabilities (PWD) and/or seniors are among those most affected by redevelopment or renovation. They often require more assistance in the relocation process as there can be fewer choices available to them.

5. **Policy Priority**

This policy takes priority over *CRHC Policy 2.10 Applicant Eligibility*.

6. **Tenant Engagement**

a) *Informing of proposed redevelopment*

CRHC tenants will be provided *Unofficial Notice* approximately 12 months prior to the anticipated renovation or demolition of their home.

b) *Tenant Relocation Plans*

CRHC staff will meet with each household to develop individualized Tenant Relocation Plans (TRP). TRPs are specific to each individual household and are based on the information that the CRHC is provided as related to the household's specific requirements. The template for a TRP is attached as Appendix B.

c) *Project Updates*

Periodic written updates on the project status and timeline will be provided online when available and relevant.

7. **Tenant Relocation Plans**

a) CRHC staff will work with Tenant Households to develop individualized TRP. These plans will support eligible tenants in moving to existing CRHC units or with other providers, subject to eligibility and availability.

b) TRP will take into consideration the requirements of *Vulnerable Tenants*. Additional support may be requested for *Vulnerable Tenants* and will be reviewed for consideration in the TRP.

c) The TRP will guide staff in offering appropriate housing options based on individual household needs.

d) Tenants will be provided with up to three offers of housing based on the eligibility and availability of CRHC housing where possible. Tenants with very restrictive requirements may be offered fewer choices.

- e) Offers of housing will reasonably accommodate verified medical requirements. Tenants must provide written confirmation from a health professional and/or a written consent for CRHC staff to connect with the medical professionals.
- f) Subject to availability, tenants who meet the eligibility requirements will be offered CRHC units in accordance with the Canadian National Occupancy Standard guidelines.
- g) *Below Market* tenants that meet the eligibility requirements will be advised of the rental rates in CRHC communities. Tenants will be required to pay the rents that are applicable in their selected community and the accompanying security deposit. Proof and verification of income will be required before move-in.
- h) A flat-rate payout for moving expenses as outlined below will be issued to tenants relocating within the CRHC housing stock as follows:
 - i. \$1,000 for bachelor and 1-bedroom households;
 - ii. \$2,000 for two bedroom households; and
 - iii. \$2,500 for three or more-bedroom households.
- i) On the issuance of an Official Notice, tenants will receive an amount that is equal to one month's rent payable under the tenancy agreement.
- j) Tenants will be provided with move-out cleaning instructions prior to vacating their current units. The expectation is to leave the unit in good condition.
- k) After completing a move-out inspection the CRHC may agree to the transfer of security deposits to the new unit, for tenants relocating within the CRHC portfolio. Depending on the rent of the new unit, an additional security deposit may be required and the tenant will be required to make up the difference. Should the new rent be lower, the tenant would receive a refund for the balance. Additionally, if pets are permitted a pet damage deposit may be required.
- l) CRHC will coordinate with other housing providers where possible, accepting that other housing providers have their own application processes.

8. Reasonable Notice

All reasonable efforts will be made to house tenants prior to the demolition of the building. CRHC will provide *Official Notice* to tenants prior to demolition as per the *RTA*.

9. Tenant Relocation Report

CRHC will maintain records and documentation for reporting purposes, including but not limited to:

- a) Names of the tenants;
- b) Accommodation(s) provided;
- c) Outcome of the search for alternate accommodation; and
- d) A summary of the monetary value given to each tenant (e.g., moving costs, rent, etc.)

10. Right of First Refusal and Moving Back

- a) Current tenants will be given the right of first refusal to return to the redeveloped site and tenants must meet the eligibility requirements set for the redevelopment. Redevelopments may differ from the former complex in terms of amenities, size of units, townhouse vs apartment, funding models and rent levels, etc.
- b) Tenants returning to the redeveloped site must follow *RTA* requirements, including condition inspections, move out protocols and paying a new security deposit. If pets are permitted in the redeveloped site, a pet damage deposit may also be required.

11. Municipal Tenant Relocation Policies

CRHC will work in cooperation with those municipalities who have adopted tenant relocation guidelines or policies where required.

12. Amendments

Adoption Date	Description
September 25, 2018	
July 18, 2025	Superseded Tenant Relocation Policy, September 25, 2018

13. Related Legislation, Policies and Documents

- a) *British Columbia Residential Tenancy Act*
- b) BC Housing's Guiding Principles and Rent Guidelines
- c) CRHC Policy 2.10 Applicant Eligibility
- d) CRHC Policy 2.11 Tenant Eligibility for Rent Supplement/RGI
- e) CRHC Policy 2.12 Occupancy Guidelines
- f) CRHC Policy 2.34 Pet Policy
- g) CRHC Policy 2.47 Smoke-Free

14. Attachments

- a) Appendix A: Four Month Notice to End Tenancy for Demolition or Conversion of a Rental Unit (RTB-29) Form
- b) Appendix B: Tenant Relocation Plan Template

Four Month Notice to End Tenancy For Demolition or Conversion of a Rental Unit

Residential Tenancy Act, S. 49(6)

#RTB-29

Tenant: This is a legal notice that could lead to you being evicted from your home

HOW TO DISPUTE THIS NOTICE TO END TENANCY

You have the right to dispute this Notice **within 30 days** of receiving it by filing an Application for Dispute Resolution with the Residential Tenancy Branch online, in person at any Service BC Office or at the Residential Tenancy Branch Office at #400—5021 Kingsway in Burnaby. If you do not apply within the required time limit, you are presumed to accept that the tenancy is ending and must move out of the rental unit by the effective date of this Notice.

To the Tenant(s): (use form RTB-26 Schedule of Parties to list additional tenants)

First and Middle Name		Last Name		
First and Middle Name		Last Name		
Main Phone Number		Alternate Phone Number		
Unit #	Street # and Name	City or Town	Province	Postal Code

From the Landlord: (use form RTB-26 Schedule of Parties to list additional landlords)

First and Middle Name		Last Name		
Main Phone Number		Alternate Phone Number		
Unit #	Street # and Name	City or Town	Province	Postal Code

I, the Landlord, give you Four Months' Notice to move out of the rental unit located at:

Unit #	Street # and Name	City or Town	Province	Postal Code
You must move out of the rental unit by:		Date (DD/MM/YYYY)		
Name of Landlord/Agent		Signature of Landlord/Agent	Date Signed (DD/MM/YYYY)	

I am ending your tenancy because I am going to: (check a box that applies)

Demolish the rental unit

Convert the residential property to strata lots under the *Strata Property Act*

Convert the residential property into a not for profit housing cooperative under the *Cooperative Association Act*

Convert the rental unit to a non-residential use

I have obtained all permits and approvals required by law to do this work. Please complete the information below.

Date Issued	Issued by	Description	Permit Number

No permits and approvals are required by law to do this work.

The work I am planning to do is detailed in the table below:

Planned Work	Details of Work

Complete the details below at the time of service: (not required on landlord's copy; failure to complete does not invalidate notice)

Notice served by:

In person to the tenant or agent or with an adult over 19 who lives with the tenant

Sending a copy by registered mail to the address at which the tenant resides

Leaving a copy in a mailbox or mail slot at the address where the tenant resides

Attaching a copy to the door or other conspicuous place where the tenant resides

Fax it to a number you have provided as an address for service

Email to an email address you have provided as an address for service

As ordered by the Director of the Residential Tenancy Branch (attach Substituted Service Order)

Landlords should also complete form #RTB-34 Proof Of Service Notice to End Tenancy as evidence of service.

IMPORTANT INFORMATION ABOUT THIS NOTICE

REQUIREMENTS FOR THIS NOTICE

1. LANDLORD MUST ACT IN GOOD FAITH

Your landlord has to intend in good faith to accomplish the purpose for ending your tenancy. A claim of good faith requires honesty of intention with no ulterior motive.

2. PERMITS AND APPROVALS REQUIRED BY LAW

Your landlord must have all permits and approvals required by law before they give you this Notice. Permits and approvals required by law can include demolition, building, or electrical permits issued by a municipal or provincial authority, a change in zoning required by a municipality to convert the rental unit to a non-residential use, and a permit or license required to use it for that purpose. Strata corporations may also require certain permits and approvals before a rental unit can be converted to a non-residential use and there may be strata bylaws that prohibit the rental unit from being used for a non-residential purpose.

3. EFFECTIVE DATE OF NOTICE

The effective date of this Notice is the date you must move out by. Your landlord must provide you with at least four months' notice and the effective date must be the last day of the rental period. For example, if you pay rent on the first day of each month, the effective date must be the last day of a month. For a fixed term tenancy agreement, the effective date cannot be earlier than the date the term ends.

4. LANDLORD MUST COMPENSATE YOU

On or before the effective date of this Notice, your landlord has to compensate you an amount equal to one month's rent payable under your tenancy agreement. You may withhold your last month's rent instead of being paid compensation. If you have already paid your last month's rent, your landlord has to refund you that amount.

5. YOU MAY BE ABLE TO MOVE OUT EARLY

If your tenancy is periodic (e.g., month-to-month), you can end the tenancy sooner than the date set out in this Notice as long as you give the landlord at least 10 days written notice and pay the proportion of rent due to the effective date of that Notice. Ending the tenancy early does not affect your right to the one month compensation described above. Fixed term tenancies cannot be ended earlier than the end of the term.

6. YOU MAY BE ENTITLED TO ADDITIONAL COMPENSATION

After you move out, if your landlord does not take steps toward the purpose for which this Notice was given within a reasonable period after the effective date of this Notice, your landlord must compensate you an amount equal to 12 months rent payable under your tenancy agreement. You must apply to the Residential Tenancy Branch to be awarded this compensation. Your landlord may be excused from paying this amount if there were extenuating circumstances that prevented your landlord from accomplishing the purpose for ending your tenancy or using the rental unit for that purpose for at least 6 months if the notice was given to you before April 3, 2024, or for at least 12 months if the notice was given to you on or after April 3, 2024.

7. WHEN YOU ARE CONSIDERED TO HAVE RECEIVED THIS NOTICE

You are considered to have received this notice on the day it is given to you in person (or to an adult (19+) who appears to live with you). If you were not personally served with this Notice, you are considered to have received the Notice, unless there is evidence to the contrary, on the following:

- 3 days after the landlord either leaves the Notice in the mailbox or through the mail slot; posts it on the door or a noticeable place at the address where you live; or emails/faxes it to a number you have provided as an address for service; or
- 5 days after the landlord sends the Notice by registered or regular mail to your address.

8. INFORMATION FOR LANDLORDS

You can file an Application for Dispute Resolution for an Order of Possession if you believe the tenant does not intend to move out and the tenant's deadline to dispute this Notice has expired. The tenant has 30 calendar days from the date of receipt of this notice to file an Application for Dispute Resolution. If the tenant disputes this Notice, a hearing will be held. You will have an opportunity to participate and prove that the tenancy should end for the reason you have indicated on this Notice. An error in this Notice or an incorrect move-out date on this Notice does not make it invalid. An arbitrator can order that the tenancy ends on a date other than the date specified on this Notice.

If an arbitrator upholds this Notice, the arbitrator must grant you an Order of Possession. If an arbitrator determines this Notice is not valid, the notice to end tenancy is cancelled and the tenancy continues. Keep copies of all Notices and record each date and how the Notice was given.

You **MUST NOT** physically evict a tenant without a Writ of Possession obtained from the Supreme Court of British Columbia after an arbitrator has issued an Order of Possession, change the locks without an arbitrator's order, or seize a tenant's personal property without a court order.

9. DIRECT REQUESTS

The Direct Request process is an expedited process where decisions are based on written documentation only. Direct Requests can only be submitted when the tenant does not dispute the notice to end tenancy. Specific service and proof of service requirements apply. Visit <https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/solving-problems/tenancy-dispute-resolution/direct-request-process> for more information on the Direct Request process.

Residential Tenancy Branch Contact Information

Email:	HSRTO@gov.bc.ca Note: Evidence cannot be submitted by email.
Website:	www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies
Information Line:	1-800-665-8779 (toll free)
In Person:	Lower Mainland: 400-5021 Kingsway, Burnaby, BC V5H 4A5 Outside of the Lower Mainland: Visit your local Service BC location: www2.gov.bc.ca/gov/content/governments/organizational-structure/ministries-organizations/ministries/citizens-services/servicebc#locations

Your personal information is collected under section 26 (a) and (c) of the *Freedom of Information and Protection of Privacy Act* for the purpose of administering the *Residential Tenancy Act* and *Manufactured Home Park Tenancy Act*. If you have any questions regarding the collection of your personal information, please contact a Residential Tenancy Branch information officer by calling 604-660-1020 in Greater Vancouver; 250-387-1602 in Victoria; or 1-800-665-8779 elsewhere in British Columbia.

Tenant Relocation Plan (Building Name _____)

Confirmation of Tenant Information

Date: _____ Unit#: _____ Size and type of Unit: _____

Current Tenants: _____

Phone Number(s): _____

Emails: _____

Occupants:

Full Name (Last, First)	Age	Relation to Tenant	Phone number, email (adults only)

Number of bedrooms required: _____

Income level: _____

Relocation Needs and Preferences

Are there any modifications required for a future unit to accommodate physical or mental health needs?
Supporting documentation may be required from a licensed health professional.

What areas of town would you be interested in transferring to? (check all that apply)

Saanich _____ Saanich Peninsula _____ Victoria Central _____

View Royal _____ Colwood/Langford _____ Esquimalt/Vic West _____

Priority Details: (i.e. please rank, 1 being the highest) locations that dictate where you live.

___ Work: _____

___ School: _____

___ Other: _____

Preferred timeframe for moving: _____

Are there any unit preferences you would like us to consider?

- ☐ Townhouse vs Apartment
- ☐ Non-smoking property
- ☐ Storage
- ☐ Parking (Fee)
- ☐ Pets (Pet Deposit)
- ☐ On bus routes Y/N _____

Other:

Additional Notes:

- ☐ Security Deposits will need to be topped up to meet the required amount for new rental, as well as a pet deposit.
- ☐ Discuss moving costs (including last month's rent)
- ☐ Insurance on both places if overholding (allowed)
- ☐ Explain cleaning requirements for the current home (hauling required, carpet cleaning not required, appliances cleaned etc.)
- ☐ Discuss new rental rates if Affordable

Units Offered and Temporary Relocation

Unit Offer 1:

- Date Offered: _____
- Location: _____
- Unit detail: _____

- Accepted (date): _____
- Not-accepted (date): _____
 - Reason not accepted: _____

Unit Offer 2:

- Date Offered: _____
- Location: _____
- Unit detail: _____

- Accepted (date): _____
- Not-accepted (date): _____
 - Reason not accepted: _____

Unit Offer 3:

- Date Offered: _____
- Location: _____
- Unit detail: _____

- Accepted (date): _____
- Not-accepted (date): _____
 - Reason not accepted: _____

Moving Expense Amount (inclusive of last month): _____

Moving supports (list any agencies, accommodations, etc.): _____

Possession date of new unit: _____

Relocation Back to New Redeveloped Site/Right of First Refusal

Date New Unit Offered: _____

New Unit # and Address: _____

Details of unit:

Accepted Date: _____

Not-Accepted Date: _____

Reason:

Notes:

I, (tenant's name) _____

☐ Agree that the information contained in the Tenant Relocation Plan as Relocation Needs and Preferences fairly represents the information I have provided.

☐ Do not agree that the information provided fairly represents the information I have provided for the following reasons:

SIGNATURE _____

DATE _____