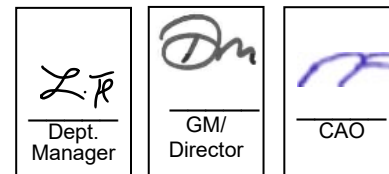


AGENDA INFORMATION	
☒ Regular Meeting	Date: <u>March 2, 2026</u>
☐ Other:	Date: _____



The District of North Vancouver REPORT TO COUNCIL

February 9, 2026

AUTHOR: Holly Adams, Community Planner

SUBJECT: Residential Tenant Relocation Assistance Bylaw – Clarification on Eligible Tenants

RECOMMENDATION:

THAT the February 9, 2026 report titled “Residential Tenant Relocation Assistance Bylaw – Clarification on Eligible Tenants” is received for information.

REASON FOR REPORT:

As directed by Council, staff are reporting back on the interpretation of eligible tenants under the new Residential Tenant Relocation Assistance Bylaw and confirming that no bylaw amendments are necessary.

BACKGROUND:

In spring 2024, local governments were given additional authority regarding tenant protection measures. The changes enabled local governments to create a new type of development permit area and tenant protection bylaws. To take advantage of the new authority in a timely manner, staff brought forward a new Residential Tenant Relocation Assistance Bylaw (**Attachment 1**). The District’s existing Residential Tenant Relocation Assistance Policy was converted into Bylaw 8750, with little change to the suite of supports available for tenants during redevelopment. Bylaw 8750 was brought forward for first reading on October 20, 2025, as part of the larger Official Community Plan update.

Council gave second and third reading to Bylaw 8750 at the January 12, 2026 regular Council meeting. During the meeting, Council passed the following resolution:

THAT staff are directed to report back to Council regarding potential amendments to Bylaw 8750 to ensure the definition of “eligible tenant” does not exclude current occupants who may not be listed on the rental agreement.

Bylaw 8750 was subsequently adopted by Council during its regular meeting on January 26, 2026 and the Residential Tenant Relocation Assistance Policy was rescinded.

ANALYSIS:

Bylaw Intention:

Residential Tenant Relocation Assistance Bylaw 8750 defines “eligible tenant” to mean:

“a person residing in a Rental Unit pursuant to a Tenancy Agreement entered into between that person and the Owner of the Rental Unit on the date that a First Development Application is made to the District;”

In April 2024, as part of Bill 16 (the Housing Statutes Amendment Act), the Province introduced a new definition for tenancy agreement under the *Community Charter*, which defines tenancy agreements as written only. The Province, however, did not change the definition of a tenancy agreement under the *Residential Tenancy Act*, which defines a tenancy agreement as being either written or verbal. The District's bylaw uses the *Residential Tenancy Act's* definition as it is more inclusive in allowing both written and verbal agreements.

Bylaw 8750 anticipated the possibility of multiple tenants and provides clarity on payment of compensation. For example, Sections 14 and 15 (compensation for rent and moving expenses) states:

“where multiple Eligible Tenants reside together in one Rental Unit, the Owner may make this payment to one of the Eligible Tenants in trust for all of the Eligible Tenants residing in the Rental Unit.”

The above provisions allow the owner or developer to provide the compensation to a single representative of the rental unit, held in trust for all eligible tenants, in the case of multiple eligible tenants living in one rental unit.

District Approach:

Determining tenancy and eligibility under the residential tenancy agreement falls under provincial jurisdiction, regulated by the Residential Tenancy Branch. It is the responsibility of landlords and tenants to declare and track who is residing in a rental unit.

When more than one tenant resides in a unit, the tenants should select a designated tenant (representative) and communicate this decision to the tenant relocation coordinator in writing. This tenant would serve as the primary contact for the owner, the tenant relocation coordinator, and the District, as needed. The selection of a designated tenant should be signed by all the tenants in occupancy of the rental unit as of the date that the first development application is made. Responsibilities of a designated tenant include:

- Maintaining current information (contact details, selected compensation options, etc.) with the tenant relocation coordinator;
- Communicating relevant information to tenants in the household; and
- Ensuring all eligible tenants receive the benefits provided, as outlined in Bylaw 8750.

Compensation due to tenants, as set out in Bylaw 8750, would be paid by the owner or developer to:

- the designated tenant, as the case may be, in trust for all tenants; or
- to the eligible tenant(s) named on the written residential tenancy agreement (e.g. only if the tenant relocation coordinator is unable to obtain a written confirmation of the designated tenant).

The District's approach would include tenants who leave a shared living arrangement prior to the date that the compensation is paid by the owner or developer. Some examples include tenants who separate, and roommates who move out.

The recommended approach ensures the appropriate parties are compensated while reducing the likelihood of the District becoming involved in purely private disputes that can more effectively be addressed through other legal and administrative mechanisms.

SUBJECT: Residential Tenant Relocation Assistance Bylaw - Clarification on Eligible Tenants

February 9, 2026

Page 3

Other Municipal Approaches:

Staff conducted a municipal scan¹ of tenant protection policies and bylaws in other jurisdictions and observed that the criteria for determining tenant eligibility for supports and/or compensation are varied. Some municipalities require tenants to have a written tenancy agreement, others do not specify, and in one case, the policy only requires that the tenant be residing in the rental unit. In general, municipalities require disputes between the tenant and owner or developer to be resolved privately or through the Residential Tenancy Branch, including matters related to eligibility for compensation.

Communicating Compensation Requirements to Developers and Tenants:

Bylaw requirements for tenant compensations are communicated in a variety of ways:

- District web content was updated after adoption of Bylaw 8750, and continues to be tailored for owners, developers and tenants as needed;
- Planning staff directly communicate expectations to developers during application processing; and
- Developers are responsible for providing an information package to tenants within two weeks of the application date (and staff are also available if tenants have further questions).

NEXT STEPS:

Staff will monitor implementation of the District's new Residential Tenant Relocation Assistance Bylaw. While no amendments to Bylaw 8750 are recommended at this time, staff may assess the need for changes after processing a number of applications under the bylaw.

CONCLUSION:

Based on the strength of the bylaw definition and the anticipated infrequency for tenant disputes, staff do not see a need to amend the recently adopted Residential Tenant Relocation Assistance Bylaw. The District's approach helps ensure that all rightful tenants will be compensated under Bylaw 8750, and this approach will be effectively communicated to owners/developers and tenants through a variety of methods.

Respectfully submitted,



Holly Adams
Community Planner

Attachments:

1. Residential Tenant Relocation Assistance Bylaw 8750

¹ Staff reviewed the tenant relocation assistance policies and bylaws in the following municipalities: Burnaby, City of North Vancouver, Coquitlam, Kelowna, Surrey and West Vancouver.

SUBJECT: Residential Tenant Relocation Assistance Bylaw - Clarification on Eligible Tenants

February 9, 2026

Page 4

REVIEWED WITH:		
☐ Business and Economic _____	☐ Finance _____	External Agencies: ☐ Library Board _____ ☐ Museum and Archives _____ ☐ NSEM _____ ☐ NS Health _____ ☐ NVRC _____ ☐ RCMP _____ ☐ Other: _____
☐ Bylaw Services _____	☐ Fire Services _____	
☐ Clerk's Office _____	☐ Golf _____	
☐ Climate and Biodiversity _____	X Housing <u>TA</u>	
☐ Communications _____	☐ Human Resources _____	
☐ Community Planning _____	☐ Integrated Planning _____	
☐ Development Engineering _____	☐ ITS _____	
☐ Development Services _____	☐ Parks _____	
☐ Engineering _____	☐ Real Estate _____	
Infrastructure _____	X Solicitor <u>RP</u>	
☐ Engineering Public Works _____	☐ Transportation _____	
☐ Environment _____		
☐ Facilities _____		

The Corporation of the District of North Vancouver

Bylaw 8750

A bylaw to regulate the assistance of residential tenant relocation

The Council for The Corporation of the District of North Vancouver enacts as follows:

Citation

1. This bylaw may be cited as “Residential Tenant Relocation Assistance Bylaw 8750, 2025”.

Definitions

2. In this bylaw:

- a) “CMHC Median Rent Level” means the most recently published median rent level as published annually by the Canadian Mortgage and Housing Corporation;
- b) “Demolition Permit” has the meaning given to it under the District of North Vancouver Construction Bylaw, 8271;
- c) “District” means the Corporation of the District of North Vancouver;
- d) “Dwelling Unit” has the meaning given to it in the *Zoning Bylaw*;
- e) “Eligible Tenant” means a person residing in a *Rental Unit* pursuant to a *Tenancy Agreement* entered into between that person and the *Owner* of the *Rental Unit* on the date that a *First Development Application* is made to the *District*;
- f) “Eviction Notice” means a notice issued to a *Tenant* to vacate a *Dwelling Unit*;
- g) “First Development Application” means a complete application submitted to the *District* by an *Owner* to do one of the following:
 - i. amend the *Zoning Bylaw*;
 - ii. obtain a land use permit (as defined in section 455 of the *Local Government Act*, RSBC 2015, c.1); or
 - iii. obtain a *Building Permit*

for a proposed development where, if the said application were to be granted, entered into, or issued, and if the proposed development were thereafter to

proceed, then the result would be demolition of *Residential Property*, but the term *First Development Application* does not include a *Preliminary Application*;

- h) "General Manager" means the person appointed as the General Manager of Planning, Properties & Permits, and any person designated in writing by the General Manager of Planning, Properties & Permits to carry out any administrative act or function under this bylaw;
- i) "Owner" means the owner of a *Proposed Redevelopment Site*;
- j) "Proposed Redevelopment Site" means a parcel or parcels upon which *Residential Property* is located in relation to which the *Owner* has made a *First Development Application*;
- k) "Redevelopment" has the meaning given to it in section 61.3 of the *Community Charter*, SBC 2003, c. 26, as amended or replaced;
- l) "Rental Unit" means a *Dwelling Unit* rented or intended to be rented to a *Tenant*;
- m) "Residential Property" has the meaning given to it section 63.1 of the *Community Charter*, RSBC 2015, c.1);
- n) "Residential Tenancy Act" means the *Residential Tenancy Act*, SBC 2002 c. 78, as amended or replaced from time to time;
- o) "Right of First Refusal" means the right to make the first offer to enter into a *Tenancy Agreement* before anyone else can;
- p) "Tenancy Agreement" has the meaning given to it in the *Residential Tenancy Act*, SBC 2002, c. 78;
- q) "Tenant" means a person residing in a *Rental Unit* pursuant to a *Tenancy Agreement* entered into between that person and the *Owner* of the *Rental Unit*, and *Tenants* means more than one *Tenant*;
- r) "Tenant Relocation Assistance Plan" means a form prescribed by the *General Manager* which includes in writing the *Tenant Supports* being provided to *Eligible Tenants* and other pertinent information in order to confirm the requirements in this bylaw are being met;
- s) "Tenant Relocation Coordinator" means a professional hired by the *Owner*, as required by this bylaw, who is experienced in assisting *Tenants* with relocation;
- t) "Tenant Supports" means the financial compensation and other assistance and supports provided to *Eligible Tenants* by the *Owner* as required by this bylaw;

- u) “Vulnerable Tenants” means an *Eligible Tenant* who due to factors such as age, cultural, economic, health, social and personal limitations face increased risks or challenges securing housing;
- v) “Zoning Bylaw” means the District of North Vancouver Zoning Bylaw, 3210, as amended or replaced.

Delegation

- 3. Council delegates to the *General Manager* the powers of Council to administer this bylaw including prescribing the form of applications required pursuant to this bylaw.

Applicability

- 4. This bylaw does not apply to a *Redevelopment* of any building or combination of buildings containing fewer than five (5) *Dwelling Units* that are occupied or available for occupancy by *Tenants* on the date that the *First Development Application* in relation to the *Redevelopment* is submitted to the District, including in single-family homes, strata units, and purpose-built rental units.
- 5. This bylaw does not replace or affect in any way the requirements set out in the *Residential Tenancy Act*.
- 6. The *Tenant Supports* are intended to set minimum requirements only and do not affect the discretion of the *Owner* to provide more or other assistance to *Tenants*.

Tenant Supports

- 7. *Tenant Supports* must be provided to *Eligible Tenants* as specified in this bylaw.
- 8. *Tenant Supports* must not be used in Community Amenity Contribution negotiations and do not satisfy Amenity Cost Charge requirements.
- 9. The *Owner* or its agent must provide to the *District* concurrently with and as part of the *First Development Application* the following information in relation to the *Proposed Redevelopment Site*:
 - a) the number of *Rental Units*;
 - b) the number of *Eligible Tenants* residing in each *Rental Unit*;
 - c) the date that each *Eligible Tenant* in each *Rental Unit* first occupied the *Rental Unit*;
 - d) the amount of rent being paid by *Eligible Tenants* for each *Rental Unit* as of the date of the *First Development Application*;

- e) the number of bedrooms in each *Rental Unit*; and
 - f) a complete *Residential Tenant Relocation Assistance Plan* in the form prescribed by the *General Manager*.
10. The *Owner* or its agent must provide each *Eligible Tenant* with the following information within two (2) weeks of the date that the *Residential Tenant Relocation Assistance Plan* pursuant to section 9(f) is accepted by the *District*:
- a) notice in writing that plans for *Redevelopment* are being made;
 - b) a statement that the notice is not an *Eviction Notice*;
 - c) a copy of this bylaw;
 - d) the contact information for the *Tenant Relocation Assistance Coordinator* engaged by the *Owner* pursuant to section 19;
 - e) instructions on accessing the current *District* webpage for tenant relocation assistance information;
 - f) a copy of the accepted *Tenant Relocation Assistance Plan* in the form prescribed by the *General Manager*; and
 - g) information on tenant resources, including, but not limited to, the Residential Tenancy Branch webpage and any resources available through the Tenant Resource and Advisory Centre.
11. The *Owner* must provide *Tenant(s)* with the date, time and place of every Council meeting, workshop, public information meeting, and public hearing related to a proposed *Redevelopment* as soon as possible once the date, time and place are publicly available, by delivering a notice of each meeting, workshop, public information meeting, or public hearing to every *Rental Unit* on the *Proposed Redevelopment Site* and by posting a copy of the said notice in a conspicuous place on the *Proposed Redevelopment Site*.
12. After a *Demolition Permit* is issued by the *District* for any *Residential Property* that is subject to this bylaw, the *Owner* must deliver to all *Eligible Tenants* an *Eviction Notice* providing no less than six (6) months notice to vacate.
13. On or before the date that an *Eligible Tenant* moves out of a *Rental Unit*, the *Owner* shall pay to the *Eligible Tenant* \$35 per month for each month that the *Eligible Tenant* has resided in the building in which the *Rental Unit* is located.

14. On or before the date that the last *Eligible Tenant* moves out of a *Rental Unit*, the *Owner* shall pay to *Eligible Tenants* an amount equivalent to four months' rent payable under the *Tenancy Agreement*, and where multiple *Eligible Tenants* reside together in one *Rental Unit*, the *Owner* may make this payment to one of the *Eligible Tenants* in trust for all of the *Eligible Tenants* residing in the *Rental Unit*.

15. On or before the date that the last *Eligible Tenant* moves out of a *Rental Unit*, the *Owner* shall pay the following additional compensation for moving expenses to *Eligible Tenants* in the amount of:

- i. \$1,000 for studio and 1-bedroom units;
- ii. \$1,250 for 2-bedroom units; or
- iii. \$1,500 for 3-bedroom or larger units

and where multiple *Eligible Tenants* reside together in one *Rental Unit*, the *Owner* may make this payment to one of the *Eligible Tenants* in trust for all of the *Eligible Tenants* in the *Rental Unit*.

16. The *Owner* must hire or appoint a *Tenant Relocation Coordinator* to assist *Eligible Tenants* in finding new replacement *Dwelling Units*.

17. Without limiting section 16, the *Tenant Relocation Coordinator* must:

a) provide to each household occupied by *Eligible Tenants* a list of at least three (3) available replacement *Rental Units* with the following attributes:

- i. the same number of bedrooms as the *Eligible Tenant's* current *Rental Unit*;
- ii. located within the *District*, unless otherwise specified by the *Eligible Tenant*;
- iii. the maximum rent must not exceed the greater of:

- 1. 10% above the *Eligible Tenant's* current rent; or
- 2. 10% above the most recently published *CMHC Median Rent Level*, by number of bedrooms, for Metro Vancouver

except in the case where the *Eligible Tenant* has requested that the *Tenant Relocation Coordinator* provide a list of more expensive available *Rental Units*;

- iv. if no comparably priced replacement rental *Dwelling Units* are available, then maximum rent for replacement rental *Dwelling Units* must be the closest comparable rate; and
 - v. the replacement *Rental Unit* must meet other needs or preferences specified by the *Eligible Tenants*.
- b) set up viewing times for replacement *Rental Units* for the *Eligible Tenant* upon request from an *Eligible Tenant*.
- 18. The *Owner* must offer *Eligible Tenants* the *Right of First Refusal* in any new purpose-built *Rental Units* in any new building on the *Proposed Redevelopment Site* constructed after the *Redevelopment*.
- 19. In the case where *Rental Units* are replaced with below-market *Dwelling Unit(s)* in a new building on the *Proposed Redevelopment Site*, an *Eligible Tenant* who wishes to exercise their *Right of First Refusal* under section 18 must meet any applicable eligibility requirements for those *Dwelling Unit(s)*.
- 20. Where an *Eligible Tenant* exercises the *Right of First Refusal* under sections 18 or 19, moving expenses under section 15 must be paid by the *Owner* at both the initial move out stage and when the *Eligible Tenant* moves into the new building on the *Proposed Redevelopment Site*.
- 21. For *Eligible Tenants* exercising the *Right of First Refusal* under section 18, in cases where temporary *Dwelling Units* on the *Proposed Redevelopment Site* are available, the *Owner* must provide the option to *Eligible Tenants* to occupy the temporary *Dwelling Units* as interim housing.
- 22. In cases involving *Vulnerable Tenants*, the *Tenant Relocation Coordinator* must provide the *Vulnerable Tenant* with information about housing and other supports upon request of the *Vulnerable Tenant*, including at minimum, but not limited to, those available through:
 - i. BC Housing Rental Assistance Programs;
 - ii. Health services; and
 - iii. Non-profit organizations.
- 23. The *Owner* must provide the following to any prospective *Tenant* who wishes to enter into a *Tenancy Agreement* after the date that the *Owner* or its agent makes to the *District* a *First Development Application* (and who therefore is not an *Eligible Tenant* under this bylaw):
 - a) notice in writing that plans for *Redevelopment* are being made; and

b) a written statement that the rights of the prospective *Tenant*, should the prospective *Tenant* enter into a *Tenancy Agreement*, will be as set out in the *Residential Tenancy Act*, and the prospective *Tenant* would not be entitled to the *Tenant Supports* under this bylaw.

24. Provision of *Tenant Supports* by an *Owner* pursuant to this bylaw is entirely at the cost and expense of the *Owner* and does not affect or fetter in any way the *District's* discretion to approve or deny a *First Development Application*.

25. The *Owner* must provide any other information requested by the *General Manager* to confirm that the *Owner* has met all requirements in this bylaw to the satisfaction of the *General Manager*.

Severability

26. If any section, subsection or clause of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this bylaw.

READ a first time October 20, 2025

READ a second time January 12, 2026

READ a third time January 12, 2026

ADOPTED January 26, 2026

Mayor

Corporate Officer

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