

Tenant Assistance Policy

1. POLICY STATEMENT AND PURPOSE

- 1.1 New Westminster, similar to other Metro Vancouver municipalities, is experiencing a housing crisis. Across the region, this trend is partly driven by redevelopment of existing properties, which can result in the loss of older, more affordable, purpose-built market rental housing units. This results in the potential loss of existing affordable tenancies and the replacement of units at higher market rents.
- 1.2 Without appropriate tenant assistance, residents of older, more affordable, purpose-built market rental housing slated for redevelopment or demolition may face significant challenges in securing suitable housing in an increasingly unaffordable and competitive rental market. As a result, tenants may have to seek housing outside their community, experience the loss of established social networks, community connections, and local supports, and/or face an increased risk of homelessness.
- 1.3 Policy objectives implemented through tenant assistance requirements for private development, in combination with other housing initiatives, partnerships, and senior government funding, can help limit displacement and housing insecurity for tenants residing in these units, and support the preservation of affordability when replacing purpose-built market rental housing.
- 1.4 The intent of the Tenant Assistance Policy (herein referred to as “the *Policy*”) is to establish requirements to accommodate and support tenants affected by *development applications* involving the redevelopment of purpose-built and other primary market rental housing units, beyond the protections provided under the *Residential Tenancy Act*.
- 1.5 Key requirements of the *Policy* shall be secured through housing agreements, covenants, zoning, and other legal tools.



2. DEFINITIONS

2.1 The following terms are defined for use throughout the *Policy*:

Applicant means a person or entity making a *Development Application* to the City of New Westminster.

Application Site means the subject site(s) for a *Development Application* and all of its included buildings.

Benefits means a *replacement unit*, *Interim Housing financial compensation* such as rent *top-up* and the one-time *lump sum compensation*, *Moving Assistance*, and any additional assistances as required and requested.

The *City* means all departments and staff of the City of New Westminster involved in the administration and implementation of the *Policy*, primarily through the Planning and Development Department.

CMHC means Canada Mortgage and Housing Corporation.

Council means New Westminster City Council.

Development Application means any application made to the City of New Westminster that would result in tenant displacement due to demolition or renovation of purpose-built and other primary market rental housing.

Designated Tenant means the primary contact for the *Applicant*, *Tenant Assistance Coordinator* and the *City*. The *Designated Tenant* is responsible for communicating *benefits* among all eligible *Household* members.

Effective Date means the date that establishes the *Policy* eligibility for *Development Applications*.

Eligible Tenant means a tenant having a *Tenancy Agreement* with the *Landlord* at the *Application Site* at the time of a *Development Application* submission.

Eligible Tenant means a tenant who had a *Tenancy Agreement* with the *Landlord* at the *Application Site* at the time a *Development Application* was submitted.

End of Top-Up Entitlement Period means the last day of the month after determined move-in date for a *replacement unit*.

Financial Compensation means payments provided by the *Applicant* to offset increased housing costs during the *Interim Housing period*, including rent *top-up* payments during applicant-secured *Interim Housing* or tenant-secured *interim housing*, or a *one-time lump sum compensation*.

Four Month Notice to End Tenancy (Four Month Notice) means, as per the *Residential Tenancy Act*, the process by which 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 the *Application Site* will be served with a *Four Month Notice* before the *Applicant* can begin their redevelopment or renovation project.

Household means all of the tenants residing in a rental unit.

Interim Housing means the housing in which *Eligible Tenants* reside during the *Interim Housing period*, which may be provided through applicant-secured Interim Housing or tenant-secured interim housing.

Interim Housing Period means the period during which tenants are eligible to receive *Financial Compensation* payments, including rent *top-up*, or *one-time lump sum compensation*. This period starts when the *Four Month Notice to End Tenancy* 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 *Eligible Tenant* is offered a move-in date for a *replacement unit*. If no *Interim Housing period* is required, the *Eligible Tenant* is not entitled to *Financial Compensation*.

Landlord means 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.

Moving Assistance means the support provided to *Eligible Tenants* to cover costs associated with relocating from their current units at the *Application Site* to *Interim Housing* units and, for those who choose to return, from *Interim Housing* units to *replacement units*.

One-Time Lump Sum Compensation means a single payment provided by the *Applicant* to an *Eligible Tenant* to offset potential increased housing costs during the *Interim Housing period*. This payment is provided as a one-time alternative to ongoing rent *top-up* for *interim housing*, whether tenant-secured or provided by the *Applicant*.

The *Policy* means the *Council* approved Tenant Assistance Policy.

Replacement Unit means a rental unit renovated or constructed to replace an original unit at the *Application Site*. *Replacement units* are offered via the *right of first refusal* to *Eligible Tenants* who were displaced from a unit at the *Application Site*. *Replacement units* must be similar in overall size, have at least the same number of bedrooms, and be offered at a rent equal to the *eligible tenant's* previous rent, plus allowable annual increases under the *Residential Tenancy Act*.

Residential Tenancy Act means the Provincial legislation that governs *Landlord* and tenant relationships in British Columbia.

Right of first refusal means the right to be offered the opportunity to enter into a contract before anyone else can. *Eligible Tenants* are offered the *right of first refusal* for a *replacement unit*.



Ten Day Notice for Unpaid Rent or Utilities means a formal eviction notice a *Landlord* can give a tenant if they have not paid rent or certain utilities on time.

Tenancy Agreement means a legal agreement between a *Landlord* and a tenant that establishes the terms and conditions under which the tenant occupies a rental unit, and is governed by the *Residential Tenancy Act*.

Tenant Assistance Form means a form completed by *eligible tenant(s)* to document their needs and preferred types of compensation.

Tenant Assistance Coordinator means an individual hired by the *Applicant* to assist *Eligible Tenants* as required by the *Policy*.

Top-up means a payment to cover the difference between an *eligible tenant's* rent at the *Application Site* and rent in their *Interim Housing* unit. If the *Interim Housing* unit rent is lower than rent at the *Application Site*, there is no *top-up*.

3. POLICY APPLICATION AND SCOPE

- 3.1 This *Policy* applies city-wide to *development applications* involving the demolition or renovation of purpose-built and other primary market rental housing units within multi-unit residential buildings, which result in tenant displacement.
- 3.2 This *Policy* applies to secondary market rental buildings with six or fewer units only where they are being consolidated into a larger redevelopment project.
- 3.3 The following are exempt from this *Policy*:
 - a) demolition or renovation of properties that do not require a *development application*; and
 - b) 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, only where such an entity can demonstrate that it will be governed by their own documented tenant assistance requirements, or those of another organization officially associated with the entity, that will result in outcomes to a standard equal to or greater than the assistance requirements set out in this *Policy*.

4. ELIGIBILITY

Effective Date

- 4.1 This *Policy* applies to all *Development Applications* submitted on or after December 1, 2025, which is the date that *Council* endorsed Principles that guided this *Policy* update.



Eligible Tenants

- 4.2 *Benefits* outlined in this *Policy* are provided to tenants who had a *Tenancy Agreement* with the *Landlord* at the *Application Site* at the time a *Development Application* was submitted.
- 4.3 The following provisions apply in determining tenant eligibility:
- Benefits* are provided on a per-dwelling unit basis and will be distributed to individuals named on the written *Tenancy Agreement*.
 - In the absence of a written *Tenancy Agreement* for a dwelling unit, *Benefits* will be provided to all tenants who permanently reside in the affected dwelling unit and pay rent.
 - A tenant who permanently resided in a dwelling unit at the *Application Site* on the time of a *Development Applications* submission is eligible for *Benefits*, regardless of whether the dwelling unit was constructed pursuant to an approved Building Permit.
 - Where more than one *Eligible Tenant* resides in a dwelling unit, the tenants must designate one individual as the *Designated Tenant* and notify the *Tenant Assistance Coordinator*. The *Designated Tenant* will serve as the primary contact and is responsible for ensuring that all *Eligible Tenants* receive the *Benefits* outlined in this *Policy*. The *Designated Tenant* must also notify the *Tenant Assistance Coordinator* of any changes to their *Household's* contact information.
 - A caretaker, building manager, property manager, or superintendent who resides at the *Application Site* is also an *Eligible Tenant* under this *Policy*. If they choose to return to a *replacement unit*, rent will be set at the average rent paid by tenants for a similar unit type at the time of move out from the *Application Site*, plus any annual rent increases permitted under the *Residential Tenancy Act* between the date the final tenant moves out and the date of occupancy of the *replacement unit*.

Where this returning *Eligible Tenant* continues to serve in the role of caretaker, building manager, property manager, or superintendent following re-occupancy, nothing in this *Policy* prevents the maintenance or establishment of an employment agreement that includes reduced rent or other housing-related compensation associated with that role.

Ineligible Tenants

- 4.4 The following tenants are not eligible for *Benefits* under this *Policy*:
- Tenants who commenced their tenancy after the submission of a *Development Application* and who received the required notification described below.
- After the submission of a *Development Application*, and before prospective tenants sign a *Tenancy Agreement*, *Applicants* and property owners must jointly inform prospective tenants in writing about the active *Development Application* and that they are not eligible for *Benefits* under the *Policy*. If a



prospective tenant chooses to move in after this date, they must be given a letter confirming their ineligibility, with the contact information of the *Tenant Assistance Coordinator*. The written notification and confirmation letter must be provided to the *Tenant Assistance Coordinator*, and forwarded to the *City*.

- b. Tenants who have received, or will receive, *Financial Compensation* in accordance with the *Policy* for another *Development Application* and who are eligible for, and awaiting, an offer of a *Replacement Unit* under that application.
- c. Sub-tenants who do not have a *Tenancy Agreement* with the *landlord*, unless an *Eligible Tenant* provides written direction to transfer their *Benefits*, in whole or in part, to the sub-tenant.
- d. Roommates or occupants who are not named on a *Tenancy Agreement* with the *landlord*, unless an *Eligible Tenant* named on the *Tenancy Agreement* provides written direction to transfer their *Benefits*, in whole or in part, to the roommate or occupant.
- e. Tenants evicted for cause while residing at the *Application Site* or in *interim housing*. However, tenants remain eligible for *Benefits* under this *Policy* if they receive a *Ten Day Notice for Unpaid Rent or Utilities* as a result of a delayed *top-up* while in *interim housing*.

4.5 *Landlord* obligations to tenants under the *Residential Tenancy Act* continue to apply, regardless of whether tenants are eligible for *Benefits* under this *Policy*.

Units Vacant at the Time of Development Application Submission

4.6 If a dwelling unit is vacant on the date a *Development Application* is submitted, the last tenant who occupied the unit within the 24 months prior to the application may be eligible for *Benefits* under this *Policy*. Eligibility will apply only where the *City* determines that the vacancy resulted for reasons inconsistent with the intent and objectives of this *Policy*. This *Policy* is not intended to provide retroactive compensation to former tenants whose tenancies ended in good faith.

5. POLICY REQUIREMENTS

Applicants must provide *Eligible Tenants* with the following three *Benefits*: *Replacement Units*; *Interim Housing Period Financial Compensation Options* where applicable; and, *Moving Assistance*. The *Benefits* are to be provided at the sole cost of the *Applicant*.

Replacement Units

5.1 Provide *Eligible Tenants* with a *right of first refusal* for a *Replacement Unit* in the new rental building. The *Replacement Unit* must have a similar overall size (within at least five percent of the original unit's square footage), at least the same number of bedrooms, and a rent equal to the original unit plus any annual increases permitted under the *Residential Tenancy Act*.



- 5.2 For rental units being demolished and replaced that exceed 92.9 square metres (1,000 square feet), City staff will work with *Applicant* to identify practical solutions. Reductions in size of these units may be permitted if the new development meets multi-unit livability standards, such as those outlined in the Building Social Connections Toolkit (2024).
- 5.3 *Replacement units* must comply with the unit size requirements for secured rental residential units as established in the Zoning Bylaw.
- 5.4 *Replacement units* must be indistinguishable from other units. Exterior and interior elements, including doors, windows, exterior cladding and interior wall and floor treatments, appliances and fixtures, etc. must be of the same material, quality, and finish as those used for all other units in the building.
- 5.5 *Replacement units* must not have separate public entryways serving only those units. All public entries are expected to be shared with other residential units on site. An exception may be granted, at the discretion of the *City*, where *replacement units* are located in a separate building.
- 5.6 If an *Eligible Tenant* was displaced from a unit that permitted pets, the *Applicant* must offer a *Replacement Unit* that permits the same number and types of pets permitted under the *Tenancy Agreement* or other written agreement in effect at the time the *Development Application* was submitted. The *Tenancy Agreement* for the *Replacement Unit* must not impose any additional restrictions on pets or the keeping of pets beyond those contained in the original *Tenancy Agreement* or other written agreement, except where such restrictions are required by applicable law or regulation.

Interim Housing Period Financial Compensation Options

- 5.7 To offset increased housing costs during the *Interim Housing period*, *Eligible Tenants* may select either one of two rent *top-up* options (i.e. through Applicant-Secured or Tenant Secured Interim Housing), or a *one-time lump sum compensation*, to be paid by the *Applicant*.
- 5.8 The *Interim Housing Period* begins on the date a *Four Month Notice to End Tenancy* is issued and ends on the last day of the month following the confirmed move-in date for the *replacement unit*.
- 5.9 If an *Eligible 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*.
- 5.10 The *Financial Compensation* options described below apply only when an *Interim Housing Period* occurs. Where no *Interim Housing Period* arises prior to offering a *Replacement Unit* to an *eligible tenant*, such as instances where existing tenancies are maintained at the *Application Site* while replacement units are



constructed elsewhere, *Eligible Tenants* are not entitled to *top-ups* or a *one-time lump sum compensation*.

Applicant-Secured Interim Housing

- 5.11 Under this option, the *Applicant* or *Tenant Assistance Coordinator* is responsible for finding at least three viable *Interim Housing* options for *Eligible Tenants*.
- 5.12 *Interim Housing* options should be located in New Westminster, with priority given to the same neighbourhood as the tenant's original residence, unless otherwise agreed to by the tenant. Where the *Eligible Tenant* consents, options outside New Westminster are to be limited to municipalities within Metro Vancouver.
- 5.13 Rent and deposit responsibilities are as follows:
- a. The *Eligible Tenant* is responsible for paying an amount equal to their rent at the *Application Site*.
 - b. The *Applicant* is responsible for paying *top ups* above that amount for the *Interim Housing* unit, either directly to the *Landlord* or to the tenant in a manner that ensures the tenant is able to pay their rent in full and on time.
 - c. If pets were permitted in the tenant's unit at the *Application Site*, the *Applicant* must provide *Interim Housing* options that allow the same number and type of pets. The *Interim Housing* must not impose any restrictions on pets or the keeping of pets that were not included in the *Tenancy Agreement* or other written agreement for the tenant's original unit at the *Application Site*, except where such restrictions are required by applicable law or regulation.
 - d. The *Applicant* is responsible for paying any additional security or pet damage deposits required for the *Interim Housing* unit that exceed the deposits paid for the tenant's unit at the *Application Site*.
 - e. If the rent at the *Application Site* includes heating and the rent for the *Interim Housing* unit does not, the *Applicant* must provide a monthly heating supplement equal to the electricity amount set out in BC Housing's Monthly Heat Allowance Rates.
 - f. If the rent at the *Application Site* includes water and the rent for the *Interim Housing* unit does not, the *Applicant* must provide a monthly hot water supplement equal to the gas amount set out in BC Housing's Monthly Heat Allowance Rates.
 - g. Any rent increases permitted under the *Residential Tenancy Act* for the *Interim Housing* unit will be shared proportionally between the *Applicant* and *eligible tenant*, based on the respective rent amounts each is responsible for paying.
- 5.14 The rent *top-up* begins on the date the *Eligible Tenant* moves into the *Interim Housing* unit and ends on the last day of the month following the confirmed move-in date for the *replacement unit*, regardless of whether the *Eligible Tenant*



moves into the *Replacement Unit* provided by the *Applicant*, unless the offered *Replacement Unit* does not meet the provisions of this *Policy*, in which case the *Tenant Assistance Coordinator* will facilitate a resolution consistent with this *Policy*.

- 5.15 If a tenancy in an applicant-secured *Interim Housing* unit ends through no fault of the *Eligible Tenant* before they occupy the *replacement unit*, the *Applicant* must secure an alternative interim rental unit for the tenant.

Tenant-Secured Interim Housing

- 5.16 Under this option, the *Eligible Tenant* is responsible for finding their own *Interim Housing* without assistance from the *Applicant*, at a rent amount chosen by the tenant.
- 5.17 Rent and deposit responsibilities are as follows:
- a. The *Eligible Tenant* is responsible for the full amount of the rent for the *Interim Housing* unit and all security and pet damage deposits, as applicable.
 - b. The *Applicant* pays to the *Eligible Tenant* monthly rent *top-ups* to cover the difference between the tenant's monthly rent at the *application site* and the tenant's monthly rent at the *Interim Housing* unit, up to a maximum of the greater of either of the following formulas, expressed as the sum of:
 - (Most recent *CMHC* Rental Market Survey median rent for the applicable zone at move-out and bedroom type plus 30 percent) less (tenant's monthly rent at *Application Site*) or,
 - (Tenant's monthly rent at *Application Site*) multiplied by (15 percent)
 - c. Any rent increases permitted under the *Residential Tenancy Act* during the *Interim Housing Period* will be shared proportionally between the *Applicant* and *eligible tenant*, up to the maximum rent *top-up* calculated using the formula above. The *Eligible Tenant* is responsible for any portion of rent that exceeds the maximum *top-up*.
- 5.18 Tenants who choose to secure their own *Interim Housing* begin receiving rent *top-ups* either on the date all remaining *Eligible Tenants* at the *Application Site* receive a *Four Month Notice to End Tenancy*, or the date the building becomes vacant, whichever is earlier.
- 5.19 The *Applicant* is responsible for paying rent *top-ups* throughout the *Interim Housing* period. This period ends on the last day of the month following the confirmed move-in date for a *Replacement Unit* provided by the *Applicant*, regardless of whether the *Eligible Tenant* moves into the *replacement unit*.



One-Time Lump Sum Compensation

- 5.20 Under this option, tenants may choose a *one-time lump sum compensation*, calculated as the greater of the following formulas, expressed as the sum of:
- (Most recent *CMHC* Rental Market Survey median rent of the applicable zone at move-out and bedroom type plus 30 percent) less (tenant's rent at the *Application Site*) multiplied by (39 months); or
 - (Tenant's rent at the *Application Site* multiplied by 15 percent) multiplied by 39 months
- 5.21 Tenants who choose the *One-Time Lump Sum Compensation* receive the full payment on the earlier of the date all remaining *Eligible Tenants* receive a *Four Month Notice to End Tenancy* or the date the building becomes vacant.
- 5.22 The *One-Time Lump Sum Compensation* option does not suspend any other requirements of this *Policy*, including the requirement to provide a *Replacement Unit*.

Moving Assistance

- 5.23 *Moving Assistance* is provided on a per-unit basis. Tenants may select one of the following two options, which will be paid by the *Applicant* on the moving date.
- 5.24 *Moving Assistance* is provided for two separate relocations. First, from the *Application Site* to an *Interim Housing* unit, and second, from the *Interim Housing* unit to the *replacement unit*.
- 5.25 *Eligible Tenants* who decide not to move to the *Replacement Unit* will not be provided the second *Moving Assistance* benefit.

Moving Arranged by the Applicant

- 5.26 Under the option for an *Applicant* arranged move:
- a. The *Applicant* arranges for an insured moving company.
 - b. The *Applicant* provides packing supplies if requested by the tenant.
 - c. Tenants may only be relocated within Metro Vancouver.

Flat Rate Moving Compensation

- 5.27 The flat rate moving compensation is based on the tenant's unit type at the time the *Development Application* was submitted., as follows:
- a. \$900 for studio or one-bedroom units.
 - b. \$1,200 for two-bedroom units.



- c. \$1,400 for three-bedroom or larger units.

5.28 Under the flat rate moving compensation option:

- a. The *Eligible Tenant* arranges their own move.
- b. The *Eligible Tenant* provides at least one month's notice to the *Applicant* and *Tenant Assistance Coordinator*.
- c. The *Applicant* provides the flat rate moving compensation before the expiry of the one month notice period, regardless of whether a *Four Month Notice to End Tenancy* has been issued.

6) IMPLEMENTATION

Tenant Assistance Policy Implementation Checklist

- 6.1 Requirements must be completed, as per Schedule A: Tenant Assistance Policy Checklist.

Tenant Assistance Coordinator

- 6.2 The *Applicant* must contract, solely at their cost, a *Tenant Assistance Coordinator* to support the implementation of the *Applicant's* obligations under this *Policy*.
- 6.3 The *Tenant Assistance Coordinator* will undertake the following roles at no cost to the tenants:
- a. Serve as the primary contact for all tenants, whether ineligible or eligible, for all tenant-related issues associated with any aspect of the redevelopment/renovation.
 - b. Maintain regular communication and provide appropriate support throughout the relocation and redevelopment processes;
 - c. Serve as the primary contact for the *City* on all tenant-related matters, and provide regular progress and other updates regarding all tenant-related issues associated with any aspect of the redevelopment/renovation and throughout the relocation and redevelopment processes;
 - d. Be responsive to both the *City* and tenants, including maintaining regular and consistent office hours and being available to respond to inquiries by phone and e-mail;
 - e. Maintain and regularly update records related to tenant assistance and *Financial Compensation* for all *Eligible Tenants* and ineligible tenants throughout the redevelopment process and until post-occupancy; and
 - f. Retain records of all written correspondence and notifications for a minimum of one year following occupancy of the *replacement units* and provide such records to the *City* upon request.
 - g. For tenants considering a *One-Time Lump Sum Compensation* option, provide information regarding local rental market conditions, including



average rental rates and vacancy rates, to support informed decision-making, as well as information regarding available financial planning resources and housing navigation support services to assist tenants in securing and maintaining stable housing.

- 6.4 The *Applicant* must select a third-party *Tenant Assistance Coordinator* from the City's list of prequalified external consultants. The selected consultant must be able to carry out the role in a neutral and independent manner. The *City* will prioritize consultants with demonstrated expertise and experience in managing tenant assistance within complex development processes. Preference will also be given to consultants who are skilled in designing and delivering accessible, equitable, and responsive tenant assistance services, particularly for low-income and vulnerable residents who face barriers to securing suitable housing.
- 6.5 Where a prequalified list has not been established, is no longer current, or where it is deemed not appropriate for a specific application, the *Applicant* may propose an alternative third-party *Tenant Assistance Coordinator* for City approval. The proposed *Tenant Assistance Coordinator* must not be directly associated with the *Applicant* and must not be the caretaker, property manager, superintendent, or building manager of the subject *Application Site*.
- 6.6 The approved *Tenant Assistance Coordinator* may be the anticipated operator of the replacement units, but must not be directly associated with the *Applicant* and must not be the caretaker, property manager, superintendent, or building manager of the subject *Application Site*.
- 6.7 The *Tenant Assistance Coordinator* will be retained and funded by the *Applicant* but will report directly to the *City*, who will serve as their primary point of contact related to meeting obligations under this *Policy*.

Tenant Assistance Form

- 6.8 The *City* will establish the *Tenant Assistance Form*, which shall be available through *Tenant Assistance Coordinator*.
- 6.9 Following the initial tenant meeting, the *Tenant Assistance Coordinator* shall provide *Eligible Tenants* with a *Tenant Assistance Form* to document details of their existing tenancy, *Household* needs for a *replacement unit*, and eligibility for other *Benefits* under this *Policy*.
- 6.10 The *Applicant*, in consultation with the *Tenant Assistance Coordinator* and the *City*, must set a deadline for returning the *Tenant Assistance Form* that allows tenants a minimum of six weeks to complete and submit the form.
- 6.11 Tenants shall submit the completed form to the *Tenant Assistance Coordinator*, who will forward it to the *City*, prior to vacating their rental unit. Exceptions apply for tenants who vacate before forms are distributed.
- 6.12 The *Tenant Assistance Coordinator* shall assist tenants who require help completing the form and arrange translation services where needed.



- 6.13 Based on the completed forms, the *Tenant Assistance Coordinator* shall provide a report summarizing *Eligible Tenants'* needs and proposed *Benefits*.
- 6.14 Tenants who choose applicant-secured *Interim Housing* shall submit the form to the *Tenant Assistance Coordinator* no later than two weeks after receiving a *Four Month Notice to End Tenancy* for demolition, renovation, repair, or conversion of the rental unit.

Interim Housing Period Financial Compensation Option Selection Deadlines

- 6.15 Deadlines for selecting or changing *Interim Housing Period financial compensation options* shall in accordance with the following tables:

Financial Compensation Option	Deadline
Option 1: Applicant-Secured Interim Housing	No later than two weeks after receiving the <i>Four Month Notice</i> and must not have received a <i>one-time lump sum compensation</i> .
Option 2: Tenant-Secured Interim Housing	At any time before the <i>End of Top-Up Entitlement Period</i> and must not have received <i>one-time lump sum compensation</i> .
Option 3: One-Time Lump Sum Compensation	On any date before the <i>End of Top-Up Entitlement Period</i> . Any <i>top-up</i> payments received will be deducted from the <i>one-time lump sum compensation</i> .

- 6.16 Deadlines for choosing or changing to different *Moving Assistance* options shall be in accordance with the following table:

Financial Compensation Option	Deadline
Option 1: Moving Arranged by the <i>Applicant</i>	If <i>Four Month Notice</i> has not been served, a minimum of one month's notice and must not have received Option 2.
	If <i>Four Month Notice</i> has been served, a minimum of 10 days' notice and must not have received Option 2.
Option 2: Flat Rate Moving Compensation	On any date, but the <i>Eligible Tenant</i> must not have previously requested Option 1.



Support for Vulnerable Tenants

- 6.17 To mitigate the impacts of redevelopment on vulnerable tenants, including older adults and persons with disabilities, the *Tenant Assistance Coordinator* shall provide tailored supports upon request. Eligibility for enhanced supports will be determined through self-identification on the *Tenant Assistance Form*. Such supports shall include, at a minimum: early communication; translation and interpretation services; one-on-one engagement; transportation assistance to view *interim housing*; and other accommodations to secure accessible interim and *replacement units*.

Decision-Making Support

- 6.18 If an *Eligible Tenant* or their representative indicates that additional support is required to understand the *Benefits* or complete the required forms, the *Tenant Assistance Coordinator* shall work with them to provide appropriate supports and adjust the decision-making timeline as necessary.

Undue Pressure by the Applicant

- 6.19 The *Applicant* must not exert undue pressure on tenants to select one *Interim Housing period financial compensation* option over another, nor offer incentives for tenants to vacate the building prior to receiving a *Four Month Notice to End Tenancy*. Where the *City* determines that the *Applicant* has fails to comply with this requirement, the *Development Application* may be cancelled or referred to *Council* with a recommendation for rejection with no further processing.

Collecting, Storing and Disclosing Tenant Information

- 6.20 To protect tenants' personal information, all information collected or received by the *Applicant*, the *Tenant Assistance Coordinator*, and the *City* shall be managed in accordance with the Freedom of Information and Protection of Privacy Act and the Personal Information Protection Act. Compliance with these requirements shall be addressed through an Information Sharing Agreement executed by the *Applicant*, *Tenant Assistance Coordinator* and the *City*.

Maintenance Requirements at the Application Site

- 6.21 The *Applicant* must ensure that occupied buildings on the *Application Site* continue to comply with the minimum maintenance standards required by the City's Business Regulations and Licensing (Rental Units) Bylaw No. 6926, 2004.

Master-Planned and Multi-Building Projects

- 6.22 Where the development context permits, the *Applicant* shall prioritize a phased redevelopment approach that enables existing tenants to relocate into *Replacement Units* within the first building or buildings constructed on the *Application Site* prior to tenancies being ended in the original building and the original building being redeveloped or demolished.



- 6.23 Where tenants remain in occupied buildings during phases of construction, the *Applicant* shall implement measures to minimize construction-related impacts and ensure compliance with all applicable City bylaws and regulations, including requirements related to dust control, site access, noise and site safety. The *Applicant* shall also provide advance notice to tenants of significant construction activities that may affect access to or comfort of their homes

Security Requirements

- 6.24 Prior to final approval of a *Development Application* or issuance of a Demolition Permit, whichever occurs first, the *Applicant* must provide security (bonding) to the *City* to ensure fulfillment of all applicable obligations under this *Policy*.
- 6.25 As part of this requirement, the *Applicant* shall submit a cost estimate of all outstanding *Benefits* owed to *Eligible Tenants*, along with a summary of *Benefits* already paid. Upon approval of the cost estimate by the *City*, the *Applicant* shall provide the security in a form acceptable to the *City*.
- 6.26 The security amount is calculated as the sum of: the *One-Time Lump Sum Compensation* for each *Eligible Tenant* (based on the latest Canada Mortgage and Housing Corporation data); two times the flat-rate moving compensation for each tenant; four percent of the total for administrative fees; and a flat-rate tenant assistance coordination consulting fee, less any compensation already paid.
- The flat-rate tenant assistance coordination consulting fee is \$100,000 for 15 or more units and \$60,000 for fewer than 15 units, and may be adjusted at the discretion of the *City*.
- 6.27 The security shall be released only after the Final Tenant Assistance Report has been submitted and reviewed and approved by the *City*. Partial returns are not available.

Project Delays or Cancellations

- 6.28 The *Four Month Notice to End Tenancy* and the following *Interim Housing period* shall only commence when a Building Permit application is received and there is reasonable certainty the project will proceed, helping to protect tenants from the financial impacts of delays or cancellations post-demolition.
- 6.29 Where a *Development Application* subject to obligations under this *Policy* is delayed or cancelled, City staff will determine next steps on a case-by-case basis, guided by the stage of the development, the reason for the delay or cancellation, and the *Policy* objective of assisting tenants. Possible scenarios may include the following:
- Where there is a change in ownership, the new owner shall assume the obligations under this *Policy*.
 - Where a *Development Application* is withdrawn or cancelled, tenants will have the option to return to their original unit, where feasible.



- c. Where there is a delay or cancellation after a demolition at the *Application Site*, the focus shall be on assisting tenants to secure permanent alternative accommodation consistent with the principles of this *Policy*. In such cases, the *City* may use the security (bond) posted by the *Applicant* to cover *Eligible Tenants'* rent *top-ups*.

Completion Phase

- 6.30 Prior to final approval of a *Development Application*, City staff must confirm that the *Applicant* has met all the *Policy* implementation obligations, including submission of the security amount required for the outstanding compensation for all *Eligible Tenants*.

Flexibility

- 6.31 The *City* may choose to waive requirements of this *Policy* where it can be demonstrated that doing so would result in improved tenant assistance outcomes.

Monitoring and Revision

- 6.32 The *City* intends to monitor the implementation and outcomes of this *Policy* over time. Based on this monitoring, the *City* may make adjustments to ensure the *Policy* continues to achieve objectives, and aligns with broader planning and policy frameworks.



7) RELATED DOCUMENTS

Schedule A: Tenant Assistance Policy Checklist

SCHEDULE A: TENANT ASSISTANCE POLICY CHECKLIST

This checklist is intended to help ensure that the Applicant and Tenant Assistance Coordinator meets the requirements of the Policy. It does not replace the Policy but is intended to help navigate its requirements. It does not cover other requirements or conditions related to the Development Application process and may be updated from time to time. Applicants should reach out to their City Planning Department contact for the applicable templates described in this document.

Part A: Prior to Final Approval of a Development Application

These tasks must be completed as indicated below. All Part A tasks must be completed as a condition of Final Approval.

To be Submitted with the Application

- ☐ Signed Information Sharing Agreement
- ☐ Contact name and dedicated e-mail for the project's established Tenant Assistance Coordinator(s)
- ☐ Completed Eligibility List template, with details related to all units in the affected building(s), including but not limited to:
 - Information about each unit (number of bedrooms, occupancy status, etc.)
 - Information about tenancies (all tenants listed on the *Tenancy Agreement*, any additional occupants, start date of tenancies, current rental rate, etc.)
 - Eligibility status for each unit
 - Information on former tenants or tenants that moved in after the time the *Development Application* was submitted

Immediately Following Submission of a Formal Development Application

Planning for the tenant meeting should start immediately following submission of an application in order to meet the deadline listed above as the following steps take about six months to complete.

- ☐ Deliver a hard copy tenant package to each unit in the affected building(s) at the *Application Site* and any *Eligible Tenants* that have already vacated the *Application Site*, including:
 - Copy of the *Policy*
 - Letter confirming eligibility or ineligibility under the *Policy* (eligibility letter)



- ☐ Post the contact information poster that includes the e-mail address and phone number for the Tenant Assistance Coordinator(s), City Planning Department contact, and other tenant resources (including the Residential Tenancy Branch and Tenant Resource and Advisory Centre) in several accessible, highly visible locations frequented by tenants (e.g., laundry room, lobby, etc.)
 - This information must be visible in the building throughout the duration of the development and re-development process (until the building is vacant)
- ☐ Host a Tenant Meeting for all *Eligible Tenants*. Provide notice of the tenant meeting two weeks in advance of the meeting date by:
 - Sending an invitation to *Eligible Tenants* (hard copy required and e-mail when possible)
 - Posting the tenant meeting invitation poster in accessible, highly visible locations frequented by tenants (e.g. laundry room, lobby, elevator, etc.)
- ☐ Provide the *Tenant Assistance Form* and Tenant Meeting Q&A to all *Eligible Tenants* in the building(s) within two weeks after the tenant meeting date
- ☐ Submit the completed *Tenant Assistance Form* Report template to the City Planning Department contact, detailing the status of all Tenant Assistance Forms, including but not limited to:
 - *Tenant Assistance Form* details for each unit (*Designated Tenant*, *Financial Compensation* selection, moving compensation selection, accessibility needs, etc.)
 - Status of form submission for each eligible *Household* (completed, incomplete, missing)
 - Details related to attempts to contact tenants

Prior to Issuance of Demolition Permit or Final Approval, whichever comes first:

- ☐ Submit the completed Tenant Assistance Policy Security Calculation template to the City's Planning Department contact
- ☐ Submit Tenant Assistance Policy Security in a form accepted by the City

Prior to Final Approval or within one month of the building being vacant, whichever comes first:

- ☐ Submit the completed Tenant Relocation Report template to the City's Planning Department contact describing the relocation status of each eligible tenant, including but not limited to:
 - Information about affected unit and *Household* (unit number, number of bedrooms, *Designated Tenant*, rent at move-out, tenancy dates, etc.)
 - Address of interim or new housing



- Type of financial and moving compensation provided and amounts used to calculate financial compensation (rent in interim unit, applicable *CMHC* median rent, rent top-up amount, lump sum amount, etc.)
- Current contact information (e-mail address and phone number)

Prior to Final Approval

- ☐ Enter into a Section 219 Covenant to address the *Policy* obligations and release of security
- ☐ Enter into a housing agreement and Section 219 Covenant with the *City* to secure replacement rental units in the new development

Ongoing Tasks

- ☐ Notify the City's Planning Department contact when any Notice to End Tenancy has been issued, including the *Four Month Notice to End Tenancy* for Demolition, Renovation, Repair or Conversion of Rental Unit
- ☐ In accordance with the *Policy*, provide financial compensation, *Moving Assistance*, and, where requested, additional support to tenants who are relocating
- ☐ Maintain accurate and up to date records of all *Eligible Tenant* compensation selections and contact information (e-mail address, phone number and mailing address). Document compensation and assistance provided to *Eligible Tenants*
- ☐ Inform any prospective tenants of the active *Development Application* and their ineligibility for the *Benefits*. Include information in advertisements/postings for vacant units and verbally inform prospective tenants in unit tours/viewings. If a prospective tenant chooses to move in, provide a letter confirming ineligibility

Part B: Between Final Approval and Occupancy

These tasks must be completed as indicated below. All Part B tasks must be completed as a condition of issuance of occupancy permit.

Ongoing Tasks

- ☐ Notify the City's Planning Department contact when any notice to end tenancy has been issued, including the *Four Month Notice to End Tenancy* for Demolition, Renovation, Repair or Conversion of Rental Unit
- ☐ In accordance with the *Policy*, provide financial compensation, *Moving Assistance*, and, where requested, additional support to tenants who are relocating



- ☐ Maintain accurate and up to date records of all *Eligible Tenant* compensation selections and contact information (e-mail address, phone number and mailing address). Document compensation and assistance provided to *Eligible Tenants*
- ☐ Inform any prospective tenants of the active *Development Application* and their ineligibility for the *Benefits*. Include information in advertisements/postings for vacant units and verbally inform prospective tenants in unit tours/viewings. If a prospective tenant chooses to move in, provide a letter confirming ineligibility

Replacement Units

- ☐ Regularly communicate with *Eligible Tenants* regarding the status of replacement units, including at six months and three months prior to anticipated occupancy
- ☐ 45 days before assigned move-in date, offer each *Eligible Tenant Tenancy Agreements* for a *replacement unit* with the same number of bedrooms as their original unit at the *Application Site*, which meets any accessibility requirements identified by the tenant in their *Tenant Assistance Form* if submitted prior to the tenant moving out (or for tenants that vacated before the Tenant Assistance Forms were distributed, if submitted prior to occupancy of the replacement units)
- ☐ Provide *Moving Assistance* and additional support where requested to *Eligible Tenants* returning to replacement units as required by the *Policy*

Part C: After Occupancy of Replacement Units

One Month Following Occupancy of Replacement Units

- ☐ Submit the completed Final Tenant Assistance Report template to the City's Planning Department contact, describing the relocation status of each eligible tenant, including but not limited to:
 - breakdown of compensation amounts and types provided
 - acceptance or non-acceptance of replacement unit
 - for those who accepted replacement unit:
 - date tenant moved into replacement unit
 - rent payable by tenant for replacement unit, including separately identifying rent at move-out and increases applied
 - for those who did not accept replacement unit:
 - city or town where tenant moved to
 - reason for not accepting a replacement unit, if tenant agrees to share such information