



COURT OF APPEAL FILE NO. CA48800
McNeil v. Elizabeth Fry Society
Intervener's Factum

COURT OF APPEAL

ON APPEAL FROM the order of Justice Gomery of the Supreme Court of British Columbia pronounced on the 13th day of December, 2022

BETWEEN:

NICOLE MCNEIL

APPELLANT
(Petitioner)

AND:

ELIZABETH FRY SOCIETY OF GREATER VANCOUVER and
DIRECTOR OF THE RESIDENTIAL TENANCY BRANCH

RESPONDENTS
(Respondents)

AND:

BRITISH COLUMBIA CIVIL LIBERTIES ASSOCIATION, PIVOT LEGAL
SOCIETY and OUR HOMES CAN'T WAIT

INTERVENERS

INTERVENER'S FACTUM

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OPENING STATEMENT

In British Columbia, two types of housing are commonly relied on by low-income people who require support with the activities of daily life: supportive housing and transitional housing. These categories are quite similar: both are generally government-funded, come with supportive programs, offered to low-income individuals in vulnerable circumstances, and documented through contracts of adhesion prepared by the housing provider. However—importantly—transitional housing (defined as housing that is temporary, provided by an operator that receives government funding for that purpose, and together with programs) is entirely unregulated. This means its occupants have no security of tenure: they can be evicted for any reason, on no notice. In contrast, residents of supportive housing enjoy the full protections of the *Residential Tenancy Act*, S.B.C. 2002, c. 78 [**RTA**] and *Residential Tenancy Regulation*, B.C. Reg. 477/2003 [**Regulation**].¹

In this case, a delegate of the Director of the Residential Tenancy Branch (“**RTB**”) interpreted “transitional housing” in a broad manner that creates very little distinction between supportive and transitional housing. In upholding this decision, the court below endorsed a state of uncertainty in the law as to when residents of supportive housing will receive the vital protections of the *RTA*, and when they will not. This Court’s reasons in considering this first-ever judicial interpretation of the transitional housing exception will have significant consequences for the many British Columbians who both require supportive services and rely on government funding to avoid homelessness.

The British Columbia Civil Liberties Association (“**BCCLA**”) submits that the term “transitional housing” must be interpreted in a manner that takes into account the *RTA*’s protective function and the severe consequences of losing those protections; that such an interpretation should be predictable; and that, crucially, that it clearly demarcate supportive from transitional housing. In light of these constraints, the only reasonable interpretation of transitional housing requires it to be time-limited, accompanied by a transition plan, and funded for a specifically transitional purpose. The BCCLA urges this Court to clarify this uncertain area of law, and ensure all British Columbians can receive the protections to which they are entitled at law.

¹ Rental Tenancy Policy Guideline 46, Transitional Housing, Supportive Housing, Health Facilities, and Rehabilitative and Therapeutic Housing (Feb 2023), p. 46-4 [**Guideline 46**]

PART 1 - STATEMENT OF FACTS

1. The BCCLA takes no position on the facts.

PART 2 - ISSUES ON APPEAL

2. This appeal concerns the interpretation of s. 1(2) of the *Regulation*, by which “transitional housing” is defined as living accommodation provided:
 - (a) on a temporary basis,
 - (b) by a person or organization that receives funding from a local government or the government of British Columbia or of Canada for the purpose of providing that accommodation, and
 - (c) together with programs intended to assist tenants to become better able to live independently.
3. Pursuant to s. 4(f) of the *RTA*, if rental housing fits this definition, it is exempt from the statute. The appellant takes issue with the interpretation and application of ss. 1(2)(a) and (b) of the *Regulation*.² The BCCLA’s submissions concern the correct interpretation of the law and do not address its application to the facts.
4. The BCCLA submits that a reasonable interpretation of ss. 1(2)(a) and (b) must be predictable and distinguish transitional from supportive housing. Taking these principles into account, the only reasonable interpretations of ss. 1(2)(a) and (b) require “temporary” housing to be time-limited and “funding” to be linked to transitional housing alone.

PART 3 - ARGUMENT

A. The *RTA* scheme and context require a predictable interpretation of transitional housing that distinguishes it from supportive housing

5. It is trite law that the *RTA* is remedial legislation intended to protect tenants.³ It is also self-evident that exceptions to the *RTA* should thus be narrowly interpreted; as the Director states, this “best ensures that those who are often vulnerable have protections.”⁴
6. In the factual and legal context of s. 1(2), the BCCLA proposes that two things are necessary to ensure the transitional housing exception is fulfilling its purpose: one, that the s. 1(2) factors interpreted in a consistent, predictable way; and two, that they be

² Appellant’s Factum, ¶29

³ *Matthews v. Algoma Timberlakes Corporation*, 2010 ONCA 468, ¶¶22-23, quoted in *Gates v. Sahota*, 2018 BCCA 375, ¶37; *McLintock v. British Columbia Housing Commission*, 2021 BCSC 1972, ¶56

⁴ Guideline 46, p. 46-2

interpreted to clearly distinguish transitional from supportive housing.

7. The need for a consistent interpretation of s. 1(2) that does not inadvertently include supportive housing in its ambit stems from the severe consequences of an *RTA* exemption on the individual. If an individual is found to be occupying transitional housing, their housing provider is completely unregulated. They can be evicted for any reason, not just the carefully circumscribed bases for eviction in the *RTA*; and, if they are evicted, this can happen on any time frame, not just the carefully prescribed time limits in the *RTA*.⁵ In the context of BC's affordable housing crisis, where thousands of people are already living without homes and emergency shelter spaces are often near-impossible to find,⁶ the practical consequence of an *RTA* exemption is often an eviction to the street.

8. RTB decisions make this apparent: without the confines of the *RTA*, housing providers choose time frames for evictions in which it is logically impossible for someone without readily disposable income to find alternate housing. Residents of alleged transitional housing report being evicted on less than 24 hours' notice, or even 3 hours' notice, resulting in them becoming homeless.⁷ In one case involving the appellant's building, the respondent Elizabeth Fry recently evicted a resident on 48 hours' notice.⁸

9. To achieve the *RTA*'s protective purpose, interpretation of its exceptions must not only be narrow, but precise. Vague interpretation places the onus on low-income renters to argue complex matters of the *RTA*'s application in order to assert their tenancy rights—renters who, because of limited income, must hope a *pro bono* lawyer is available to provide legal help. Vague interpretation leads to unpredictable results, incentivizing parties with resources—like housing providers—to argue housing is transitional. This is particularly true in the supportive housing context, where programs are provided, typically satisfying s. 1(2)(c); the housing is generally government-funded, satisfying some interpretations of s. 1(2)(b); and with the term “temporary” in s. 1(2)(a) not defined in the legislation, there is ample room to argue for an interpretation creating an exemption.

⁵ *RTA*, ss. 46-49.2

⁶ See e.g. *Bamberger v. Vancouver (Board of Parks and Recreation)*, 2022 BCSC 49, ¶¶21-22, 100-31

⁷ RTB Decision 6303 (2022), p. 6 (24 hours), RTB Decision 6031 (2021), p. 3 (3 hours)

⁸ RTB Decision 10054 (2022), p. 6

10. Most commonly, supportive housing providers wish to impose limits on guests or other policies around security in their buildings, which are prohibited under the *RTA*.⁹ The operation of the incentive s. 1(2) uncertainty creates to do so is illustrated in a recent RTB decision concerning the Kettle Friendship Society, a nonprofit housing provider in Vancouver. The building in question was registered with BC Housing as a supportive housing facility. Nonetheless, when the landlord's guest policy was challenged by a tenant, the Society took the position that it was operating transitional housing or otherwise exempt from the *RTA*. As the delegate stated in deciding the *RTA* applied:

I find it more likely than not that the reason the Landlord is now taking the position that the housing is transitional or health, rehabilitative or therapeutic related, is because the Landlord has received decisions from the RTB indicating that their security policies are contrary to the *Act* and unenforceable. In my view, the representatives said as much at the hearing. [The Landlord's representative] testified that the Landlord wanted to use the *Act* at the beginning. [The Landlord's representative] submitted that the jurisdictional argument was not contemplated by the Landlord until they realised the *Act* precluded the Landlord from enforcing their security policies. In my view, the Landlord is attempting to change their position and attempting to find some way under the *Act* to be excluded from it.¹⁰

11. A landlord, including a nonprofit society, may wish to avoid the *RTA*'s protections; it may even believe it is in the best interests of its tenants to do so. But the *RTA* is intended to prohibit this. The statute needs clear interpretation to avoid these attempts.

B. This Court should address the significant uncertainty at the RTB as to the appropriate interpretation of s. 1(2) to protect supportive housing residents

12. As the Court stated in *Vavilov*, “administrative decision makers and reviewing courts alike must be concerned with the general consistency of administrative decisions.” “Persistent discord” in an administrative body's decision making should not only trouble a court: it is also the role of the court, on review of an administrative body, to address this discord.¹¹ RTB decisions reveal that discord is the norm under s. 1(2), leaving those who occupy supportive housing in particular at risk of losing their *RTA* protections.

⁹ See e.g. *Atira Property Management v. Richardson*, 2015 BCSC 751; *PHS Community Services Society v. Swait*, 2018 BCSC 824

¹⁰ Appellant's Appeal Book [**AAB**], p. 214

¹¹ *Canada (Minister of Citizenship and Immigration) v. Vavilov*, 2019 SCC 65 [**Vavilov**], ¶132

i. ‘Temporary’ must be defined by a specific end date and a transition plan to provide predictability and distinguish from supportive housing

13. The RTB has reached dramatically divergent interpretations of the term “temporary” in s. 1(2)(a) of the *Regulation*. Delegates have proposed the following key indicia of temporariness in order to determine if accommodation falls within s. 1(2)(a):

- a. The “key determinant” is whether the housing provider is actively assisting the resident with moving elsewhere—i.e., if they are creating a transition plan.¹²
- b. The existence of an end date is the key indicium: an indefinite occupancy cannot be “temporary” if it does not require the renter to “transition” anywhere.¹³ Yet delegates have also concluded that transitional housing should be indefinite, as it would be “contrary to the purpose of providing transitional housing to have participants leave... before they were capable of living independently.”¹⁴
- c. The “key determinant” is the actual length of occupancy: tenancies lasting years cannot be “temporary”.¹⁵ However, in other cases, delegates have decided long-term rentals—such as a 5-year occupancy—can be considered temporary.¹⁶
- d. An expectation that the living accommodation will end at an undefined point: per the Chambers Judge’s interpretation, “temporary” means “expected [to] end.”¹⁷
- e. While not stating explicitly that this is the key determinant of temporariness, some delegates have placed significant weight on the written words of the parties’ rental agreement and, in particular, indications in the written agreement

¹² RTB Decision 6276 (2018), RTB Decision 6241 (2018); see contra RTB Decision 6014 (2019)

¹³ RTB Decision 6096 (2019), RTB Decision 6303 (2022)

¹⁴ RTB Decision 6014 (2019)

¹⁵ RTB Decision 6011 (2019), RTB Decision 6076 (2019), RTB Decision 6010 (2021)

¹⁶ RTB Decision 6156 (2019)

¹⁷ *McNeil v. Elizabeth Fry Society of Greater Vancouver*, 2022 BCSC 2174 (“**RFJ**”), ¶41, Appeal Record, p. 47

that the rental is a “program” that the tenant must leave at some point.¹⁸

14. In the BCCLA’s submission, uncertainty of this magnitude is untenable. In these decisions, delegates do little to grapple with each other’s interpretations or attempt to reach consistency. How any of the above factors will weigh in the s. 1(2) analysis appears to “depend merely on the identity of the individual decision maker”¹⁹—a deeply unfair proposition for those at risk of becoming homeless based on the interpretation chosen.

15. This uncertainty can and should be resolved by reference to the objectives of distinguishing transitional from supportive housing, and providing an interpretation of predictable application. To fulfill these twin purposes, the BCCLA proposes indicia (a), (b) and (c) above be recognized as objective indicators under s. 1(2)(a): an occupancy that is fixed in length, for a short period of time (for example, under a year), and where a plan is provided to transition elsewhere can be seen as objectively “temporary”. If these criteria are not met, the *RTA* should govern the arrangement like it does any other rental.

16. Indicia (d) and (e) do not either distinguish from other *RTA*-governed housing, including supportive housing, or provide certainty in the law. First, for (d), interpreting “temporary” as “expected [to] end”²⁰ is incompatible with the scheme of the *RTA* because it does not distinguish between transitional housing and other forms of rental housing—all of which is expected to end when the landlord decides.²¹ Second, focusing on a written agreement between the parties ignores the wording of s. 1(2)(a)—which asks the Director’s delegates to determine whether living accommodation is objectively offered “on a temporary basis,” rather than what the parties intended. It further fails to account for the power imbalance inherent to these written agreements, wherein individuals desperate for housing may sign any contract to avoid homelessness—the mischief that s. 5 of the *RTA*,

¹⁸ See e.g. RTB Decision 6176 (2020), RTB Decision 6284 (2020), RTB Decision 6031 (2021), RTB Decision 5775 (2022), RTB Decision 11040 (2022); see contra RTB Decision 6011 (2019), RTB Decision 6076 (2019)

¹⁹ *Vavilov*, ¶129

²⁰ RFJ, ¶41, Appeal Record, p. 47

²¹ Under the *RTA*, a landlord can end a tenancy at any time by moving into the property, having a family member move in, or selling the property to someone who moves in, among other things: see *RTA*, s. 49.

which prohibits contracting out of the statute, is intended to avoid.

ii. Government funding must be defined by a transitional purpose in order to protect tenants and distinguish from supportive housing

17. The weight of RTB decisions interprets s. 1(2)(b) as requiring only that some form of government funding be received by the housing provider.²² This not only draws no distinction between transitional and supportive housing, but draws no distinction between this aspect of transitional housing and any other government-subsidized rental.

18. If s. 1(2)(b) is satisfied any time a landlord receives government funding to provide housing *of any type*—regardless of whether that housing is categorized as transitional, supportive or other—delegates can and have concluded s. 1(2)(b) is satisfied merely because an individual qualifies for disability or income assistance²³ from the government, and agrees to have that assistance paid directly to their housing provider. This has occurred where a private individual is renting rooms in a house to other private individuals; on at least three occasions such an individual has successfully argued they provided “transitional housing” because social assistance from the government was directly paid to them as rent.²⁴ Further, under this view of s. 1(2)(b), funding provided for specifically supportive housing can be relied on to meet the definition of transitional housing.²⁵

19. In the BCCLA’s submission, the only interpretation of s. 1(2)(b) that fulfills a tenant protection purpose and distinguishes transitional from supportive or other rental housing is one that requires the operator provide proof they were funded for a specifically transitional purpose: “for the purpose of providing that accommodation.” Without such an interpretation, there is an increased risk that the individuals the *RTA* is intended to protect will be left outside its ambit.

PART 4 - NATURE OF ORDER SOUGHT

20. The BCCLA takes no position on the orders sought by the appellant. It seeks no costs and asks that no costs be awarded against it.

²² See e.g. RTB Decision 6405 (2018), RTB Decision 6387 (2019), RTB Decision 6996 (2020), RTB Decision 6284 (2020)

²³ *i.e.*, under the *Employment and Assistance Act*, S.B.C. 2002, c. 40 or the *Employment and Assistance for Persons with Disabilities Act*, S.B.C. 2002, c. 41

²⁴ RTB Decision 6405 (2018), RTB Decision 6387 (2019), RTB Decision 6996 (2020)

²⁵ See e.g. RTB Decision 6562 (2020)

All of which is respectfully submitted.

Dated at the City of Vancouver, Province of British Columbia, this 21st day of July, 2023.



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APPENDICES: LIST OF AUTHORITIES

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APPENDICES: ENACTMENTS

RESIDENTIAL TENANCY ACT S.B.C. 2002, c. 78

What this Act does not apply to

4 This Act does not apply to

...

- (f) living accommodation provided for emergency shelter or transitional housing

This Act cannot be avoided

- 5** (1) Landlords and tenants may not avoid or contract out of this Act or the regulations.
- (2) Any attempt to avoid or contract out of this Act or the regulations is of no effect.

Landlord's notice: non-payment of rent

- 46** (1) A landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than 10 days after the date the tenant receives the notice.
- (2) A notice under this section must comply with section 52 [*form and content of notice to end tenancy*].
- (3) A notice under this section has no effect if the amount of rent that is unpaid is an amount the tenant is permitted under this Act to deduct from rent.
- (4) Within 5 days after receiving a notice under this section, the tenant may
- (a) pay the overdue rent, in which case the notice has no effect, or
 - (b) dispute the notice by making an application for dispute resolution.
- (5) If a tenant who has received a notice under this section does not pay the rent or make an application for dispute resolution in accordance with subsection (4), the tenant
- (a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and
 - (b) must vacate the rental unit to which the notice relates by that date.
- (6) If
- (a) a tenancy agreement requires the tenant to pay utility charges to the landlord, and
 - (b) the utility charges are unpaid more than 30 days after the tenant is given a written demand for payment of them,
- the landlord may treat the unpaid utility charges as unpaid rent and may give notice under this section.

Landlord's notice: cause

- 47** (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:
- (a) the tenant does not pay the security deposit or pet damage deposit within 30 days of the date it is required to be paid under the tenancy agreement;
 - (b) the tenant is repeatedly late paying rent;
 - (c) there are an unreasonable number of occupants in a rental unit;
 - (d) the tenant or a person permitted on the residential property by the tenant has
 - (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
 - (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
 - (iii) put the landlord's property at significant risk;
 - (e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that
 - (i) has caused or is likely to cause damage to the landlord's property,
 - (ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or
 - (iii) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
 - (f) the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property;
 - (g) the tenant does not repair damage to the rental unit or other residential property, as required under section 32 (3) [*obligations to repair and maintain*], within a reasonable time;
 - (h) the tenant
 - (i) has failed to comply with a material term, and
 - (ii) has not corrected the situation within a reasonable time after the landlord gives written notice to do so;
 - (i) the tenant purports to assign the tenancy agreement or sublet the rental unit without first obtaining the landlord's written consent as required by section 34 [*assignment and subletting*];
 - (j) the tenant knowingly gives false information about the residential property to a prospective tenant or purchaser viewing the residential property;
 - (k) the rental unit must be vacated to comply with an order of a federal, British Columbia, regional or municipal government authority;

- (l) the tenant has not complied with an order of the director within 30 days of the later of the following dates:
 - (i) the date the tenant receives the order;
 - (ii) the date specified in the order for the tenant to comply with the order.
- (2) A notice under this section must end the tenancy effective on a date that is
 - (a) not earlier than one month after the date the notice is received, and
 - (b) the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.
- (3) A notice under this section must comply with section 52 [*form and content of notice to end tenancy*].
- (4) A tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice.
- (5) If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (4), the tenant
 - (a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and
 - (b) must vacate the rental unit by that date.

Landlord's notice: end of employment with the landlord

- 48** (1) A landlord may end the tenancy of a person employed as a caretaker, manager or superintendent of the residential property of which the rental unit is a part by giving notice to end the tenancy if
- (a) the rental unit was rented or provided to the tenant for the term of his or her employment,
 - (b) the tenant's employment as a caretaker, manager or superintendent is ended, and
 - (c) the landlord intends in good faith to rent or provide the rental unit to a new caretaker, manager or superintendent.
- (2) An employer may end the tenancy of an employee in respect of a rental unit rented or provided by the employer to the employee to occupy during the term of employment by giving notice to end the tenancy if the employment is ended.
 - (3) A notice under this section must end the tenancy effective on a date that is
 - (a) not earlier than one month after the date the tenant receives the notice,
 - (b) not earlier than the last day the tenant is employed by the landlord, and
 - (c) the day before the day in the month, or in the other period on which the tenancy is based, that rent, if any, is payable under the tenancy agreement.
 - (4) A notice under this section must comply with section 52 [*form and content of notice to end tenancy*].

- (5) A tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice.
- (6) If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (5), the tenant
 - (a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and
 - (b) must vacate the rental unit by that date.

Landlord's notice: landlord's use of property

49 (1) In this section:

"close family member" means, in relation to an individual,

- (a) the individual's parent, spouse or child, or
- (b) the parent or child of that individual's spouse;

"family corporation" means a corporation in which all the voting shares are owned by

- (a) one individual, or
- (b) one individual plus one or more of that individual's brother, sister or close family members;

"landlord" means

- (a) for the purposes of subsection (3), an individual who
 - (i) at the time of giving the notice, has a reversionary interest in the rental unit exceeding 3 years, and
 - (ii) holds not less than 1/2 of the full reversionary interest, and
- (b) for the purposes of subsection (4), a family corporation that
 - (i) at the time of giving the notice, has a reversionary interest in the rental unit exceeding 3 years, and
 - (ii) holds not less than 1/2 of the full reversionary interest;

"purchaser", for the purposes of subsection (5), means a purchaser that has agreed to purchase at least 1/2 of the full reversionary interest in the rental unit.

- (2) Subject to section 51 [tenant's compensation: section 49 notice], a landlord may end a tenancy
 - (a) for a purpose referred to in subsection (3), (4) or (5) by giving notice to end the tenancy effective on a date that must be
 - (i) not earlier than 2 months after the date the tenant receives the notice,
 - (ii) the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement, and
 - (iii) if the tenancy agreement is a fixed term tenancy agreement, not earlier

- than the date specified as the end of the tenancy, or
- (b) for a purpose referred to in subsection (6) by giving notice to end the tenancy effective on a date that must be
 - (i) not earlier than 4 months after the date the tenant receives the notice,
 - (ii) the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement, and
 - (iii) if the tenancy agreement is a fixed term tenancy agreement, not earlier than the date specified as the end of the tenancy.
 - (3) A landlord who is an individual may end a tenancy in respect of a rental unit if the landlord or a close family member of the landlord intends in good faith to occupy the rental unit.
 - (4) A landlord that is a family corporation may end a tenancy in respect of a rental unit if a person owning voting shares in the corporation, or a close family member of that person, intends in good faith to occupy the rental unit.
 - (5) A landlord may end a tenancy in respect of a rental unit if
 - (a) the landlord enters into an agreement in good faith to sell the rental unit,
 - (b) all the conditions on which the sale depends have been satisfied, and
 - (c) the purchaser asks the landlord, in writing, to give notice to end the tenancy on one of the following grounds:
 - (i) the purchaser is an individual and the purchaser, or a close family member of the purchaser, intends in good faith to occupy the rental unit;
 - (ii) the purchaser is a family corporation and a person owning voting shares in the corporation, or a close family member of that person, intends in good faith to occupy the rental unit.
 - (6) A landlord may end a tenancy in respect of a rental unit if the landlord has all the necessary permits and approvals required by law, and intends in good faith, to do any of the following:
 - (a) demolish the rental unit;
 - (b) [Repealed 2021-1-13.]
 - (c) convert the residential property to strata lots under the *Strata Property Act*;
 - (d) convert the residential property into a not for profit housing cooperative under the *Cooperative Association Act*;
 - (e) convert the rental unit for use by a caretaker, manager or superintendent of the residential property;
 - (f) convert the rental unit to a non-residential use.
 - (7) A notice under this section must comply with section 52 *[form and content of*

notice to end tenancy] and, in the case of a notice under subsection (5), must contain the name and address of the purchaser who asked the landlord to give the notice.

- (8) A tenant may dispute
 - (a) a notice given under subsection (3), (4) or (5) by making an application for dispute resolution within 15 days after the date the tenant receives the notice, or
 - (b) a notice given under subsection (6) by making an application for dispute resolution within 30 days after the date the tenant receives the notice.
- (9) If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (8), the tenant
 - (a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and
 - (b) must vacate the rental unit by that date.

Landlord’s notice: tenant ceases to qualify for rental unit

49.1 (1) In this section:

“**public housing body**” means a prescribed person or organization;

“**subsidized rental unit**” means a rental unit that is

- (a) operated by a public housing body, or on behalf of a public housing body, and
 - (b) occupied by a tenant who was required to demonstrate that the tenant, or another proposed occupant, met eligibility criteria related to income, number of occupants, health or other similar criteria before entering into the tenancy agreement in relation to the rental unit.
- (2) Subject to section 50 [*tenant may end tenancy early*] and if provided for in the tenancy agreement, a landlord may end the tenancy of a subsidized rental unit by giving notice to end the tenancy if the tenant or other occupant, as applicable, ceases to qualify for the rental unit.
 - (3) Unless the tenant agrees in writing to an earlier date, a notice under this section must end the tenancy on a date that is
 - (a) not earlier than 2 months after the date the notice is received,
 - (b) the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement, and
 - (c) if the tenancy agreement is a fixed term tenancy agreement, not earlier than the date specified as the end of the tenancy.
 - (4) A notice under this section must comply with section 52.
 - (5) A tenant may dispute a notice under this section by making an application for dispute resolution within 15 days after the date the tenant receives the notice.

- (6) If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (5), the tenant
- (a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and
 - (b) must vacate the rental unit by that date.

Director's orders: renovations or repairs

- 49.2(1)** Subject to section 51.4 [tenant's compensation: section 49.2 order], a landlord may make an application for dispute resolution requesting an order ending a tenancy, and an order granting the landlord possession of the rental unit, if all of the following apply:
- (a) the landlord intends in good faith to renovate or repair the rental unit and has all the necessary permits and approvals required by law to carry out the renovations or repairs;
 - (b) the renovations or repairs require the rental unit to be vacant;
 - (c) the renovations or repairs are necessary to prolong or sustain the use of the rental unit or the building in which the rental unit is located;
 - (d) the only reasonable way to achieve the necessary vacancy is to end the tenancy agreement.
- (2) In the case of renovations or repairs to more than one rental unit in a building, a landlord must make a single application for orders with the same effective date under this section.
- (3) The director must grant an order ending a tenancy in respect of, and an order of possession of, a rental unit if the director is satisfied that all the circumstances in subsection (1) apply.
- (4) An order granted under this section must have an effective date that is
- (a) not earlier than 4 months after the date the order is made,
 - (b) the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement, and
 - (c) if the tenancy agreement is a fixed term tenancy agreement, not earlier than the date specified as the end of the tenancy.

**RESIDENTIAL TENANCY REGULATION
B.C. Reg. 477/2003**

Definitions

- 1** (2) For the purposes of section 4 (f) of the Act [*what the Act does not apply to*], "**transitional housing**" means living accommodation that is provided
- (a) on a temporary basis,
 - (b) by a person or organization that receives funding from a local government

or the government of British Columbia or of Canada for the purpose of providing that accommodation, and

- (c) together with programs intended to assist tenants to become better able to live independently.