

From: Sadie Chezenko <chezenko.sadie@gmail.com>
Sent: Thursday, March 2, 2023 1:43 PM
To: Karen Ross
Cc: Alex Allen; Angela Hudson (personal); Arafin Graham; Donna Tuele; Eulala; Grant Scott; Karen Young; Michelle Easterly; Patrick Lui; Ray Therrien; michaelwilliams@telus.net; northinfo; patriciaann maloney
Subject: Re: Landlords use of Property

Hey Karen,

Thanks for reaching out.

In plain language, i think he saying that a person can do a fixed term rental, so long as after that period, it is occupied by a family member or owner for 6 months. And then, if they don't live in it for 6 months, the owner may have to pay the renter 2 months rent.

Maybe I'm missing something, but I don't see how this really creates any huge problem in the Hornby context.

The RTA favours tenants because of the natural power imbalance as far as I can tell. What are the odds that a renter who is doing a fixed term rental every year with an owner is going to report them? Most of the rental arrangements here rely on some personal relationships and understandings. Nobody wants to burn people (from either renter or owner side) in such a small community.

Just my take,

Sadie

Fixed-Term Tenancies

A fixed term tenancy (or lease) is one that is set for a specific period of time (e.g. a year, a month or a week). At the end of the term of the agreement, the landlord and tenant can agree to another fixed term or the tenancy continues on a month-to-month basis. If the tenant wants to move out at the end of the fixed term, the tenant must serve written notice to end the tenancy so that it's received

- At least one month before the effective date of the notice, and
- Before the day that rent is due

The effective date of the notice cannot be

Standard terms that must be included in a tenancy agreement

- 13** (1) A landlord must ensure that a tenancy agreement contains the standard
- (1.1) The terms set out in the schedule are prescribed as the standard terms.
- (2) A landlord of a rental unit referred to in section 2 *[exemptions from the Act]* required to include the following in a tenancy agreement:
- (a) section 2 of the Schedule *[security and pet damage deposit]* if the landlord does not require payment of a security deposit or a pet damage deposit;
 - (b) sections 6 and 7 of the Schedule *[rent increase, assign or sublet]*.

[am. B.C. Reg. 234/2006, s. 15.]

Fixed term tenancy — circumstances when tenant must vacate at end of term

- 13.1** (1) In this section, "**close family member**" has the same meaning as in section 97 (2) of the Act.
- (2) For the purposes of section 97 (2) (a.1) of the Act *[prescribing circumstances when landlord may include term requiring tenant to vacate]*, a circumstance in which a landlord may include in a fixed term tenancy agreement a requirement that a tenant vacate the rental unit at the end of the term is that the landlord is an individual who, or whose close family member, will occupy the rental unit at the end of the term.
- (3) For the purposes of section 97 (2) (a.2) *[prescribing period of time for which circumstance prescribed under paragraph (a.1) must be satisfied]* of the Act, the period of time for which the circumstance prescribed under paragraph (a.1) *[prescribing circumstances when landlord may include term requiring tenant to vacate]* must be satisfied is 6 months.

[en. B.C. Reg. 225/2017, App. 2 s. 1; am. B.C. Reg. 171/2022 s. (b) 1]

On Tue, Feb 28, 2023 at 11:17 PM Karen Ross <karenross@telus.net> wrote:

FYI, hoping to clear up a comment from the Monday meeting for Hornby.

Legal opinion on the May 2018 change to the BC Residential Tenancy Act.
Karen Ross

Begin forwarded message:

From: Mike Holmes <mike@phre.ca>
Date: February 28, 2023 at 9:04:12 PM PST
To: rugbygal4ever@hotmail.com, Maria Lauridsen
<mariajllauridsen@gmail.com>
Cc: hornbykarenross@gmail.com, Karen Ross <karen@hiceec.org>
Subject: Landlords use of Property

Hi Karen

As mentioned I was listening in while driving down from Hornby. I was disappointed and surprised to hear the comments with respect to the impact of section 49 of the Residential Tenancy Act .

I have attached a screenshot of a pertinent part of the section.

In the recent amendments to the RTA all fixed term tenancies convert automatically to a month to month tenancy at the end of the term. There is only one practical way for most homeowners to obtain vacant possession and that is to provide notice of the Landlord's use of property under section 49.

However in order to do so one month's rent penalty must be provided and in addition the Landlord (or defined close family member) must occupy the premises for 6 months. Otherwise a penalty equal to a year's rent can be imposed.

This has essentially made it impossible legally for a homeowner to provide a seasonal rental. Thus one could say that one unintended consequence of these amendments is to completely dry up any supply of seasonal rentals on Hornby.

I would suggest the efforts of the concerned community would do well to lobby the government to adopt regulations to permit fixed term tenancies in certain tourist destinations.

I would suggest this would be a more fruitful and likely source of possible affordable long term rentals than the prohibition of short term rentals.

Mike

Michael Holmes B.A., LL.B

Get [Outlook for Android](#)

tenancy agreement.

(2) In addition to the amount payable under subsection (1), if

(a) steps have not been taken to accomplish the stated purpose for ending the tenancy under section 49 within a reasonable period after the effective date of the notice, or

(b) the rental unit is not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice,

the landlord, or the purchaser, as applicable under section 49, must pay the tenant an amount that is the equivalent of double the monthly rent payable under the tenancy agreement.

Form and content of notice to end tenancy

III

□

<

--

Sadie Chezenko MCP