

Inclusion, Fairness, & Stability



Advancing Solutions for the Right
to Housing in B.C.

Inclusion, Fairness, & Stability: Advancing Solutions for the Right to Housing in BC

September 2025

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Land Acknowledgement

This report was prepared on stolen lands, on the unceded territories of the Xʷməθkʷəyʼəm (Musqueam), Skwxwú7mesh (Squamish), & Səl'ílwətaʔɛ (Tsleil-Waututh) peoples. The recommendations and amendments listed in this report are informed in part by participants of the BC Eviction Survey, who live across British Columbia, on lands that have been stewarded by Indigenous people for thousands of years. We are grateful for being entrusted by participants to carry out this work as settlers and guests, and are humbled to hold and share participants' stories, including those who are Indigenous. We aim to advance reconciliation by pursuing these law reform recommendations, with intentional focus on improving conditions for Indigenous Peoples.

About FIRST UNITED

FIRST UNITED envisions a neighbourhood where the worth of every person is celebrated, and all people thrive. For 140 years, its responsive low-barrier programs serve low-income, underhoused and homeless individuals in Vancouver's Downtown Eastside. As a registered charity, it provides essential services including meals, legal advocacy, tax filing, spiritual care, mail and phone services, overdose response, essential items like clothing and toiletries, and shelter to residents in the community. FIRST UNITED also engages in systems change work to reduce homelessness, break the cycle of poverty, and address the racialization of poverty.

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Background & Summary

British Columbia is in a housing crisis, and 1.6 million renters are bearing the brunt of it.

The *Residential Tenancy Act* and Residential Tenancy Branch policy hold enormous potential to support the human right to housing and to prevent homelessness and displacement. **This platform presents concrete, evidence-based law reform and policy recommendations** to build in standards of inclusivity, fairness, and stability that will serve to protect the most vulnerable and work towards housing security for all. Below is an overview of our research and advocacy to date, along with our current proposals for solutions that build on this foundation.

In 2022, we launched the B.C. Eviction Mapping Project, a first-of-its-kind data mapping initiative to track evictions across the province, provide detailed information on the mechanisms and impacts of eviction, and capture important demographic information related to evictions. We documented the extent to which eviction leads to homelessness and displacement; the prevalence of alleged “landlord’s use” evictions; the specific impacts on Indigenous people, people with disabilities, and other groups; and the impact of rights shortfalls.

Based on findings from the first two years of data, we developed a comprehensive law reform platform, *Everyone Needs a Home: Solutions for preventing homelessness, evictions, and displacement*, and delivered it to the provincial government in early 2024. We provided specific, evidence-based proposals for legislative amendment to address the most urgent tenancy and housing issues. The leading pillars of our platform addressed the following:

- ▶ Preventing bad-faith and unnecessary evictions that lead to homelessness and displacement;
- ▶ Making eviction a last resort, applied proportionally to the situation;
- ▶ Improving procedural fairness and appeal rights;
- ▶ Protecting tenants from illegal conduct;
- ▶ Protecting diversity and inclusion in rental housing
- ▶ Stabilizing rent costs through vacancy control to help reduce rent gouging and remove the incentive for illegal evictions

In the spring of 2024, the government passed Bill 14, amending the *Residential Tenancy Act* (the “Act”) to address several of these issues. Bill 14 created a new web portal for landlords seeking to evict for “landlord’s use,” improved notice periods for tenants, increased potential fines, and removed landlords’ ability to increase rent for babies and children as “additional occupants”. We also saw changes in Residential Tenancy Branch (RTB) policy, with a reduction in the use of 48-hour orders of possession and improved guidelines tenants’ ability to use cooling devices.

These changes are steps in the right direction; for example, we describe below how the implementation of the “landlord’s use” portal has significantly reduced the number of disputes

filed at the RTB. However, many challenges remain. Since we published the first platform last year, our dataset has grown from 850 to over 1,400 participants. Our updated data show that homelessness and displacement continue to be frequent outcomes of eviction across British Columbia, and that Indigenous people and other groups continue to bear a disproportionate share of the harm.

Building on the foundation from the 2024 platform and based on our updated data, this updated platform focuses on three areas for legislative and policy change:

Protecting Diversity and Inclusion

Specifically, we recommend the following legislative amendments:

- ▶ Amending the *Residential Tenancy Act* to prohibit pet bans in rental contracts; and
- ▶ Amending the *Residential Tenancy Act* to confirm tenants' right to install cooling equipment and prohibit clauses that restrict the use of cooling devices.

Procedural Fairness at the Residential Tenancy Branch

Specifically, we recommend the following legislative amendments and policy changes:

- ▶ Amending the *Residential Tenancy Act* to require landlords to apply to the RTB to evict a tenant, providing specific grounds for eviction and supporting evidence;
- ▶ Amending the RTB Rules of Procedure to require landlords to provide evidence first when they are seeking to evict a tenant, and allowing tenants enough time to respond to this evidence; and
- ▶ Amending the RTB Rules of Procedure to ensure that adjournments will be provided to allow tenants adequate time to review and respond to landlords' evidence.

Rent Stabilization

Specifically, we recommend the following legislative amendment:

- ▶ Amending the *Residential Tenancy Act* to replace unlimited rent increases between tenancies with selective vacancy control between tenancies in times of low vacancy, based on CMHC regional data.

We have included specific amending language proposals in Appendix A.

Introduction

British Columbia's housing crisis has not abated. Over the past five years, renters have faced unprecedented rent increases that have far outpaced inflation, and eviction is still a primary cause of homelessness and neighbourhood displacement, especially for communities at risk, including Indigenous communities.¹

Small reductions in average rent across the country in 2025 have not restored housing affordability or security, and the proportion of renters in B.C. is increasing as homeownership becomes further out of reach for working families.

Homelessness has continued to increase as people are priced out of the rental market entirely.² In the greater Vancouver area, the most recent homelessness count shows an increase of 9% in the number of homeless people since last year, and a continuing overrepresentation of Indigenous people.³

In this platform, we focus on three core areas that policy change is most urgent:

Diversity and Inclusion in Housing

The housing crisis has a disproportionate effect on equity-seeking groups in British Columbia. Equity, diversity, and inclusion in housing policy means identifying and removing barriers so that everyone in British Columbia has access to safe, secure, and appropriate housing.

In our 2024 platform, we highlighted the need to stop landlords from increasing rent when a family welcomed a baby or child, as this created a discriminatory extra cost for families. We were encouraged to see this practice prohibited with the amendments brought in under Bill 14.

This year, we turn our focus to the BC NDP's **2024 campaign promise to restrict pet bans in rental homes**, which will also support diversity and inclusion, and to protecting tenants' right to install cooling devices to ensure their homes are safe in extreme heat conditions.

Specifically, we recommend changes to the *Residential Tenancy Act* to:

- ▶ Prohibit pet bans in rental contracts; and
- ▶ Confirm tenants' right to install cooling equipment and prohibit clauses that restrict the use of cooling devices.

¹ We define "displacement" as being forced to move out of one's home community.

² *2025 Point-in-Time Homeless Count in Greater Vancouver: Preliminary Data Report*, prepared for Lu'ma Native Housing Society by Homelessness Services Association of BC in consultation with the IHSC (July 2025).

Vancouver, online: https://hsa-bc.ca/_Library/2024_25_HC/2025_PiT_Homeless_Count_for_GV_Preliminary_Data_Report_250730.pdf.

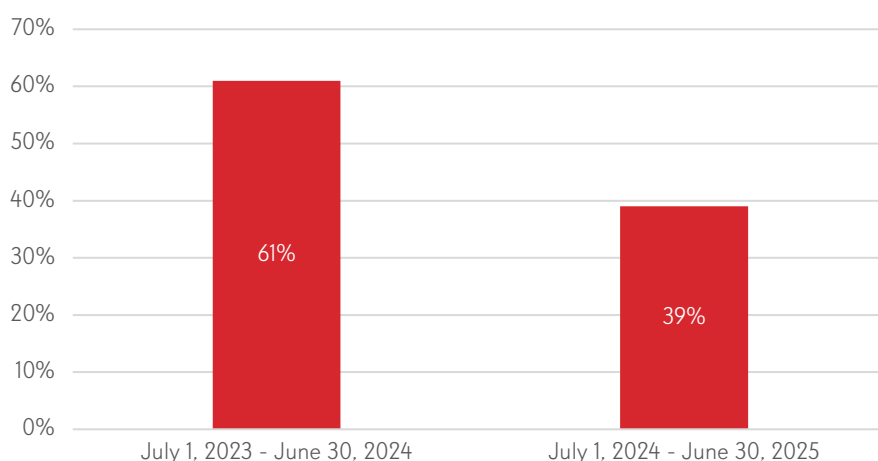
³ *Ibid.*

Procedural Fairness at the Residential Tenancy Branch

Since we delivered our first law reform platform to the provincial government in early 2024, we have also seen meaningful legislative changes to help protect renters from bad-faith, profit-motivated evictions using the “landlord’s use” provision of the *Residential Tenancy Act*. Based on data from our BC Eviction Mapping Project, this change has had a positive impact.

Before Bill 14 came into effect in July 2024, evictions listing “landlord’s use” made up 61% of evictions in the preceding year. These types of evictions decreased from the first quarter of 2024 (in which the changes were publicly announced) and continued decreasing during 2024 and the first part of 2025. From July 1, 2024 - June 30, 2025, “landlord’s use” evictions dropped to 39% overall in our dataset.

Fig. 1.1: “Landlord’s Use” Evictions Before and After Announcement of Bill 14



The RTB’s caseload data also shows a sharp decrease in dispute applications arising from “landlord’s use” evictions after the implementation of this change. The number of tenant-initiated disputes based on “landlord’s use” evictions was in the range of 80 to over 100 per month until the implementation date of July 2024. After implementation, this number dropped to 33 in August 2024 and remained low in the following months.⁴

Another important change we’ve seen is the RTB’s shift from using 48-hour Orders of Possession as a default order (when the tenant loses their tenancy) to the use of 7-day or longer Orders of Possession. Adding even a few days to the amount of time in which a person must find a new home is a step in the right direction, but homelessness and displacement remain very common after eviction.

⁴ Freedom of Information request HSG-2024-42905 (RTB), available online: <https://www2.gov.bc.ca/gov/content/governments/about-the-bc-government/open-government/open-information/completed-foi-requests>.

Updated data from the BC Eviction Mapping Project dataset show that the proportion of people who do not find a place to live remains the same as it was in early 2024, at about 25% of total evictions. For Indigenous respondents, the homelessness rate is slightly lower (42% vs. 46% in 2024) but still much higher than respondents at large (25%). The homelessness rate after eviction for people with disabilities has remained significantly higher than for overall respondents (33%). Both Indigenous tenants and tenants with disabilities continued to experience a higher rate of displacement than tenants overall. Charts illustrating these figures can be found in Appendix D.

Homelessness and displacement remain very common after eviction, and even more so for vulnerable groups. **Preventing bad-faith evictions remains a direct route to preventing homelessness and displacement.** It is a matter of housing as a human right, and also a matter of respect, equity, and inclusion for those groups most deeply impacted by eviction.

Right now, the *Residential Tenancy Act* allows landlords to end tenancies without evidence or a hearing; tenants are deemed to accept evictions unless they start a dispute application. When tenants do dispute eviction notices, the RTB makes decisions that determine whether a person keeps or loses their housing. In both situations, the stakes are high. It is paramount to ensure that decisions are based on evidence, that processes are conducted fairly, and give people a chance to understand the case they need to meet.

While we recognize the creation of a web portal for “landlord’s use” evictions as a good step forward in requiring documentation from landlords, it is not enough. Legislative and policy changes are needed to ensure that evictions are based on evidence and that tenants have a chance to know and respond to the landlord’s case for eviction.

As such, in this platform, we are making recommendations to ensure that the level of fairness that B.C.’s courts require is met in RTB proceedings.

Specifically, we recommend the following legislative amendments and policy changes:

- ▶ Amending the *Act* to require landlords to apply to the RTB to evict a tenant, providing specific grounds for eviction and supporting evidence;
- ▶ Amending the RTB Rules of Procedure to require landlords to provide evidence first when they are seeking to evict a tenant, and allowing tenants enough time to review and respond to this evidence; and
- ▶ Amending the RTB Rules of Procedure to confirm that adjournments will be provided to allow tenants adequate time to review and respond to landlords’ evidence.

Rent Stabilization

Renters in British Columbia bear the brunt of the housing crisis, due in large part to the availability of unlimited rent increases on tenant turnover. Extreme increases in the cost of rent have resulted in displacement, homelessness, and a myriad of health and financial impacts, with particularly severe impacts on vulnerable communities, including Indigenous communities. The lack of stable, predictable rent increases for tenants who move undermines two core components of the human right to housing: it undermines **affordability**, because it allows unlimited rent increases, and it undermines **security** because it incentivizes eviction due to the potential for higher profit on tenant turnover.⁵

Housing is a universal human need, and the housing crisis should not be a windfall for landlords. In 2025, we have seen a minor year-over-year decrease in rental costs across Canada, but rental costs have still significantly outpaced general inflation in recent years. Achieving basic housing security for British Columbians requires a long-term strategy that promotes price stability in a variety of supply conditions.

B.C.'s government has not hesitated to take action in the area of housing supply, which is an important step toward providing adequate housing. Policies designed to increase and protect rental supply are an essential part of responding to the housing crisis in the long term. But **supply-only policies are not effective in responding to rent gouging when vacancy is low, as it has been in B.C. for over a decade**. Rent stabilization policies can provide a critical safeguard to support and amplify the impact of supply-side housing measures.

Our recommendation is a rent stabilization policy in **which stronger rent control is used only in times and places of low vacancy and high price inflation, when the risk of rent gouging is high**. If increasing supply causes the vacancy rate to reach a level at which normal market operations and prices occur, then these measures would not apply.

Modern, targeted rent stabilization policies have been effective in jurisdictions facing similar challenges. Below, we provide an overview of the evidence demonstrating the efficacy of such approaches using the example of Ireland, in which selectively applied rent control between tenancies was effective in stabilizing rent cost burdens without disrupting supply.

Specifically, we recommend the following:

- ▶ Replacing unlimited rent increases between tenancies with selective rent control between tenancies in times of low vacancy, based on CMHC regional data.

⁵ The human right to housing is comprised of seven major components: security, affordability, habitability, provision of basic services, location close to employment and social services, accessibility, and cultural appropriateness. See Canadian Human Rights Commission, "Housing as a Human Right", online: <https://www.chrc-ccdp.gc.ca/individuals/right-housing/housing-human-right>.

Protecting Diversity and Inclusion in Rental Housing

Removing Pet Restrictions from Rental Housing

Pets are valued and loved in many households across B.C. This is understandable based on the clear physical and emotional benefits of pet ownership. But there are both health and accessibility dimensions to pet ownership, rendering pet restrictions in rentals a fairness and human rights concern.

Fulfilling the promise of prohibiting pet bans

Leading up to the Fall 2024 election, **Premier David Eby made a promise that the BC NDP would “stop pet evictions in purpose-built rentals.”**⁶ In making this promise, the BC NDP recognized that no person should have to choose between their pet and their home. Prohibiting pet bans would serve to protect the most vulnerable tenants, who would otherwise be forced to abandon their pet or self-exclude from safe and suitable housing, and it would also represent a step forward for diversity and inclusion in rental housing policy.

Pets now welcome!

We'll end the bias against pet owners in purpose-built rental buildings – which impacts young people, seniors and people with disabilities the most. This will also bring down the rate of pet abandonments across BC, as renters no longer have to make the difficult choice between the housing they need and the pet they love....

From the BC NDP's Fall 2024 election campaign website.

Pet ownership is beneficial to health

Pet owners participate in more physical activity and report a decrease in anxiety and depression.⁷ Pet companionship also brings comfort and security to people, including the most vulnerable individuals in our community. For youth who are at risk of homelessness, pet ownership is connected with increased feelings of safety and connection to community, as well as a decrease in substance use.⁸ Youth who owned pets also reported an increased motivation in finding safe housing.⁹ Members of the 2SLGBTQAI+ community have also reported that having a pet brings them increased self-esteem, self-acceptance, and a sense of belonging.¹⁰

⁶ David Eby. (2024, October 13). *Cats and dogs give us unconditional love and companionship* <https://www.facebook.com/dave.eby/posts/cats-and-dogs-give-us-unconditional-love-and-companionshipno-one-should-have-to-/1066013981570280/>

⁷ Hussein, Sarah M., Soliman, Wafaa S., and Khalifa, Ahmed A. (2021) Benefit of Pet's Ownership, a Review Based on Health Perspectives, *Journal of Internal Medicine and Emergency Research*, 2(1), 1 – 2.

⁸ Smith, A., Peled, M., Poon, C., Mahdal, D., Jones, G., & McCreary Centre Society (2020). *Connections and Companionship II*. Vancouver, BC: McCreary Centre Society at 33.

⁹ Lem, Michelle; Coe, Jason B.; Haley, Derek B.; Stone, Elizabeth; and O'Grady, William. (2013). Effects of Companion Animal Ownership among Canadian Street-involved Youth: A Qualitative Analysis, *The Journal of Sociology & Social Welfare*, 40(4), Article 15 at 292.

¹⁰ Marcos Díaz Videla, Rafael Delgado Rodríguez, Rafael Martos-Montes, David Ordóñez Pérez & Paula Calvo. (2023). The LGBTQ+ People-Animal Bond: A Systematic Review of the Effects of Companion Animals on LGBTQ+ People, *Journal of Homosexuality*, <https://doi.org/10.1080/00918369.2022.2150920> at 10.

Nowhere to go: the lack of pet-friendly options is a barrier to safe housing

The lack of pet-friendly options is a barrier to safe housing.¹¹ Due to the scarcity of pet-friendly housing, owning a pet can make it much harder for tenants, and especially those with lower incomes, to find suitable housing. Affordable housing options are limited, and of those options, even fewer are open to pets. In the BC Eviction Mapping Project, **tenants have reported displacement, downsizing, and even homelessness due to not being able to find housing that would accommodate their pet.**

As one tenant reported, “I also had to surrender my cat of 10 years due to the new building no longer allowing pets.” In situations like this, tenants must choose between homelessness or losing their long-term companion.

The BC SPCA also cites lack of pet-friendly housing as “the primary reason” that pets are surrendered to its shelters.¹² A recent case in Surrey also highlights the impact of the lack of pet-friendly housing: Oscar Carillo is a tenant in an affordable housing unit in a building being demolished for redevelopment. The new building does not have enough below-market units to offer right of first refusal to the existing tenants who need it, and Mr. Carillo has not been able to find a place to live where he can bring his dog, Milo. He is planning on moving into a trailer.¹³ If pet restrictions were prohibited, it would help to mitigate the harm of displacement in situations like this.

Our eviction mapping data also reveal the added hardship of pet restrictions. A strong theme among evicted respondents was that pet restrictions made finding alternative housing difficult by restricting the pool of affordable housing available:

“I had to sell all of my belongings and now I live in my vehicle, as I need to stay in the lower mainland but cannot find a house in my price range that will accept a pet.”

“[I feel] A great deal of stress as I do not make a lot of money, I have a pet, which a lot of places do not allow and the rents that are out there are extremely high.”

“[I had] Difficulty finding somewhere to move that allowed pets, had to move to a rougher neighbourhood, further away from work.”

¹¹ Kerman, N., Gran-Ruaz, S., & Lem, M. (2019). Pet ownership and homelessness: a scoping review. *Journal of Social Distress and Homelessness*, 28(2), 106–114. <https://doi.org/10.1080/10530789.2019.1650325> at 111.

¹² Society for Prevention of Cruelty to Animals, online: <https://spca.bc.ca/ways-to-help/take-action/animals-in-the-home/pet-friendly-housing>.

¹³ Vancouver Sun (August 12, 2025) “Tensions Mount at Surrey Affordable Housing Building Slated for Redevelopment”, online: <https://vancouversun.com/news/surrey-affordable-housing-building-slanted-redevelopment-tensions-mount>.

Another consistent theme is the emotional difficulty involved in being forced to part ways with a pet in order to be housed.

“The worst part this time around is that I think [I] have to leave my dog for a few months ... We’re looking for pet friendly housing, but I just can’t afford the upfront costs all at once right now when inflation is hitting so hard.”

“I have less space, less amenities, pay more, and pets are not allowed. I had had a pet in the first rental, which was allowed.”

Lessons from Ontario

Even without the ability to restrict pets, landlords are well protected in B.C. Landlords in B.C. can already require an extra pet deposit, and in the case of any damage, they have the right to compensation. Further, where pets result in damage or interference with other occupants, landlords have existing mechanisms to end a tenancy. Allowing landlords to implement total bans on pets in rental units only increases the difficulties that tenants face in finding housing, and landlords already have the rights they need to protect their interests.

Ontario provides a strong example of a balanced approach to allowing pets while maintaining landlord protections. Landlords are prohibited from using blanket “no pets” clauses in tenancy agreements in Ontario.¹⁴ Ontario landlords can still apply to end a tenancy if the pet is causing a substantial interference with the building or other tenants.¹⁵ This balances the interests of landlords and tenants; pet owners are able to still find suitable housing, and landlords can protect the property from any damage or disturbance if necessary.

As such, we are recommending that **the *Residential Tenancy Act* be amended to prohibit restrictions on pets in any rental housing with five or more units**. Proposed amending language is attached in Appendix A.

¹⁴ Residential Tenancies Act Ontario (2006, S.O. 2006, c. 17) section 14.

¹⁵ *Ibid* section 76(1).

Cooling Rights in a Climate Emergency

Rented homes should be safe to live in, no matter the season. With rising summer temperatures in British Columbia, and the risk to life and health that this poses, it is critical that tenants have access to adequate cooling in their homes.

High indoor heat is a threat to life and health

According to Vancouver Coastal Health, high heat (26° C indoors) can result in heat-related illness and be life-threatening, with the greatest danger being high indoor temperatures (31° C) during extreme heat events.¹⁶ During the extreme heat event in 2021 in B.C., **the majority of heat-related deaths occurred indoors, in homes that did not have adequate cooling systems.**¹⁷

Adequate cooling is a human rights issue

Extreme heat events create a disproportionate risk for vulnerable populations, including:

- ▶ Indigenous people¹⁸
- ▶ people with low incomes or who are unemployed
- ▶ people who are unhoused or in precarious housing
- ▶ people who are socially isolated
- ▶ people with disabilities
- ▶ elders and seniors
- ▶ women
- ▶ those who live in neighborhoods with less available green space.¹⁹

Access to cooling at home is imperative: cooling centres are not enough

Municipal cooling centres are not effective enough in protecting heat-vulnerable individuals.²⁰ One service provider reported that “Even if municipal cooling centres had been designed to support unsheltered individuals, we observed transportation challenges with accessing the spaces. Oftentimes the spaces that were open were too far to walk in the heat.”²¹

¹⁶ Vancouver Coastal Health does not specifically define “high heat” but states that the risk of heat-related illness increases at indoor temperatures of 26 degrees Celsius and that heat becomes especially dangerous when it reaches 31 degrees Celsius and above. Vancouver Coastal Health, “Extreme Heat”, online: <https://www.vch.ca/en/extreme-heat>.

¹⁷ Kenley, M. P. (2023). Recommendations for municipalities focus: extreme heat and rental housing, at 3.

¹⁸ Egilson, M. (2021). Extreme Heat and Human Mortality: A Review of Heat-Related Deaths in B.C. in Summer 2021. Chief Coroner of British Columbia at 27.

¹⁹ Henderson, S. B., McLean, K. E., Lee, M. J., & Kosatsky, T. (2022). Analysis of community deaths during the catastrophic 2021 heat dome: early evidence to inform the public health response during subsequent events in greater Vancouver, Canada. *Environmental Epidemiology*, 6(1), e189.

²⁰ Yumagulova, L., Okamoto, T., Crawford, E., & Klein, K. (2022). Lived experience of extreme heat in BC at 27.

²¹ *Ibid* at 16.

Another individual voiced how inaccessible cooling centres were, asking:

“For whom [do cooling centres] actually work? ... I would have had to take a taxi, go out in extreme heat (worse outside than in my unit).”²²

Other people spoke about how they avoided cooling centres due to potential stigma, especially when they carried many bags with them, or faced mental health challenges.²³ This stigma made public spaces feel uncomfortable and unsafe, resulting in many people avoiding the cooling centres altogether. These experiences highlight the importance of adequate cooling in homes, as an accessible option for vulnerable individuals.

Protecting safe temperatures in rental housing

There is no question that heating must be provided in housing, and across B.C. municipality by-laws require heating facilities to keep homes at a safe minimum during cold periods.²⁴ In residential tenancies, landlords are responsible for ensuring that these heating facilities are provided and maintained.²⁵ However, there is currently no similar requirement for landlords to provide adequate cooling.

Furthermore, at present, **landlords can prohibit tenants from installing cooling equipment by prohibiting air conditioners in the tenancy agreement, or informally.** This means that tenants are at risk of eviction just for trying to have safe cooling in their homes.

For example, one respondent in our BC Eviction Mapping Project stated that they were forced to move out when the landlord “suddenly said I couldn’t use my air conditioner.” While we continue to advocate for the ultimate goal of maximum temperature regulation, as laid out below, ensuring that tenants can use cooling equipment without unreasonable interference is a critical first step.

The RTB has taken a step toward recognizing the importance of adequate cooling through a recent amendment to Policy Guideline 8, which now states that a blanket prohibition on air conditioners could amount to an unconscionable term.²⁶ However, this is not sufficient to protect the right to adequate cooling because it remains a discretionary decision on the part of the RTB, and places the burden on the tenant to file a dispute. The RTB process is not readily accessible, and it is also inefficient to use the RTB’s resources for this issue on a case-by-case basis when a minimum standard could simply be included in the *Act*.

²² Yumagulova, L., Okamoto, T., Crawford, E., & Klein, K. (2022). Lived experience of extreme heat in BC at 22.

²³ *Ibid.*

²⁴ See e.g. Vancouver Building By-Law, Division B: Acceptable Solutions (2019) at 9.33.3.1.

²⁵ *Residential Tenancy Act*, SBC 2002, c 78, s. 32(1).

²⁶ RTB Policy Guideline 8: Unconscionable, Unlawful, and Material Terms (August 2024) at 2.

The *BC Building Code* requires all new buildings to have cooling facilities capable of maintaining an indoor temperature of no more than 26 degrees in at least one living space in each dwelling unit.²⁷ Not all tenants are able to rent in new buildings, but all tenants should be able to have safe temperatures in their homes. This means giving all tenants the right to install cooling equipment. In a recent amendment to its residential tenancy laws, Ontario has protected tenants in this way, by affirming tenants' rights to install air conditioners in rental units.²⁸

As such, **we recommend that the *Residential Tenancy Act* be amended to prohibit landlords from disallowing or interfering with tenants' cooling equipment.** Proposed amending language is attached in Appendix A.

Further policy tools: Amend the *Vancouver Charter* to allow for maximum temperature regulation

Canadian municipalities have begun to recognize the grave human rights concerns related to the warming climate and inequitable access to cooling. For example, the City of Mississauga requires that landlords provide and maintain adequate cooling, or allow tenants to directly regulate the temperature, such that indoor temperatures do not exceed 26 degrees in dwelling units.²⁹

The *Vancouver Charter* was drafted in an era in which cooling was not a concern, and it provides for the regulation of minimum indoor temperatures but not maximum indoor temperatures. This anomaly does not exist in the municipal powers granted by the more modern *Community Charter* governing other municipalities in B.C.

On November 27, 2024, the City of Vancouver passed a motion acknowledging that residents have a “right to cool” and calling on the provincial government to amend the *Vancouver Charter* to allow for maximum indoor temperature regulation. **We urge the province to accede to this request as doing so will allow the City of Vancouver to have adequate policy tools to protect its residents from extreme heat.**

²⁷ British Columbia Building Code, Min Order No BA 2023 10, at 9.33.3.1.(2).

²⁸ Residential Tenancies Act Ontario, S.O. 2006, c. 17, s. 36.1(1).

²⁹ The Corporation of the City of Mississauga, [Adequate Temperature By-law](#), 0110-2018, s. 4.

Further policy tools: Restore access to the air conditioner program for low-income people

The B.C. government recognizes the need for cooling through its free air conditioner program aimed at vulnerable individuals. This program was originally open to all low-income individuals. However, the program was recently narrowed to only apply to residents who are clients of a Home Care Program, or a Mental Health and Substance Use Program. As a result, many low-income tenants are no longer eligible.

Despite being low-income and in dire need of air conditioning, there are many vulnerable residents who are not covered by regional health authority care programs. Since these residents are the most at risk of harm during extreme heat events, **we recommend that the program be restored to include all low-income residents again.**

Further policy tools: Remove the landlord consent requirement from the air conditioner program for low-income people and other programs

The free air conditioner program currently requires tenants to obtain the landlord's consent before any equipment can be installed. Often landlords will refuse to consent, and they do not have to provide any valid reason. This requirement creates an additional barrier for low-income tenants who need cooling equipment. The *Residential Tenancy Act* does not require landlords to give consent before tenants can install air conditioners on their own. Although landlords can still restrict air conditioners, they must do so in the terms of the tenancy agreement. Therefore, this consent requirement only affects low-income tenants who cannot afford to purchase their own air conditioner by adding a barrier that other tenants do not face.

We recommend that the “landlord consent” component be removed from this program and other cooling equipment programs, and that it should instead require that installation of cooling equipment comply with the *Residential Tenancy Act* and the terms of the tenancy agreement, including any strata requirements.

Procedural Fairness at the Residential Tenancy Branch

Safeguarding Fair Hearings at the RTB

The RTB has exclusive jurisdiction under the *Residential Tenancy Act* to determine tenancy matters, including whether a tenant can be evicted. Landlords and tenants are required to use the RTB to adjudicate disputes, and RTB decisions have very limited avenues for appeal.³⁰ When a person's housing is at stake, and when homelessness and displacement are possible outcomes of its decisions, the RTB must operate in a way that is procedurally fair.³¹

International and domestic human rights obligations require a basic level of fairness

The gravity of what is at stake at the RTB cannot be overstated: housing is central to a person's wellbeing, and housing decisions affect everyone. The right to housing is a fundamental human right that is protected under both international and domestic law.

Through the *National Housing Strategy Act*, Canada recognizes the right to adequate housing, as established in international law and the *International Covenant on Economic, Social and Cultural Rights (ICESCR)*, as a fundamental human right. Adequate housing as understood under the *ICESCR* is housing with protection against forced evictions.³² Forced evictions, which are defined as forced removal from homes without procedural safeguards and due process, constitute a gross violation of human rights under international law.³³

The right to adequate housing is also expressed in s. 7 of the *Canadian Charter of Rights and Freedoms* (the "Charter") which guarantees a person's right to life, liberty, and security of the person. In the face of unconstitutional restrictions by administrative decision makers on homeless encampments, for example, courts have continuously given effect to an individual's right to shelter in public spaces, where no adequate alternative housing exists.³⁴

The right to adequate housing is central to reconciliation with Indigenous peoples. Homelessness and displacement disproportionately impact Indigenous populations and the right to adequate housing is enshrined in the *United Nations Declaration on the Rights of Indigenous Peoples*, and given effect under the *Declaration on the Rights of Indigenous Peoples Act*.

³⁰ *Residential Tenancy Act*, SBC 2002 c 78, s. 84.1

³¹ The principle of procedural fairness requires administrative decision-makers to act fairly and says that a decision reached through an unfair process cannot stand. As administrative decisions touch every aspect of our lives, such as workplace injury, income assistance, and in this case tenancies, safeguarding a fair process is important. Procedural fairness rights include the right to be adequately heard, which includes knowing the case to meet, and the right to be heard before an unbiased decision-maker. In this chapter we focus on the right to be heard.

³² OHCHR, *CESCR General Comment No. 4: The Right to Adequate Housing (Art. 11(1) of the Covenant)*, UN Doc. E/1992/23, Sixth Session, 13 December 1991, para 8(a).

³³ UN, "Annex IV: General Comment No. 7 (1997) - The right to adequate housing (article 11, para 1 of the Covenant: forced evictions)," *Committee on Economic, Social and Cultural Rights: Report on the Sixteenth and Seventeenth Sessions (28 April – 16 May 1997, 17 November – 5 December 1997)*, Supplement No. 2, UN Doc. E/1998/22 at paras 2, 14, 16.

³⁴ *Bamberger v Vancouver (Board of Parks and Recreation)*, 2022 BCSC 49.

Courts require procedural fairness at the RTB to protect tenants from arbitrary evictions

The high-stakes nature of RTB decisions has been explicitly acknowledged by the courts and informs the stringent procedural fairness requirements the RTB must follow. The Supreme Court of British Columbia held that the purpose of the *Act* is to protect tenants from arbitrary evictions, and considering this purpose the RTB owes a high degree of procedural fairness to its participants.³⁵

Procedural fairness shortfalls are common at the RTB

The RTB has failed to live up to its procedural fairness obligations.

In a 2013 report assessing procedural fairness at the RTB, the Community Legal Assistance Society (CLAS) found that an average of 59% of judicial reviews of RTB decisions were successful in the period 2006-2012. 35% of successful judicial reviews were granted on the basis of procedural unfairness.

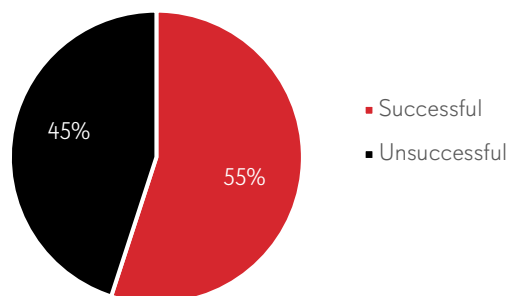
The authors of the CLAS study also conducted a substantive review of a sample of RTB decisions and found that 71% of sampled decisions lacked key indicators of fairness, such as using the correct legal test or making findings that the test was met.³⁶

The situation does not appear to have improved in the 12 years since the CLAS report. To provide an updated sample, we conducted a review of RTB decisions judicially reviewed in 2024.

We found that the grant rate for judicial reviews remains consistent at 55%.

Furthermore, the percentage of successful judicial reviews based on procedural fairness in fact increased—in 43% of successful judicial reviews, the decision was set aside because of procedural fairness defects. This is an extremely high grant rate considering the court uses a highly deferential standard of review such that only the most egregious cases are set aside.

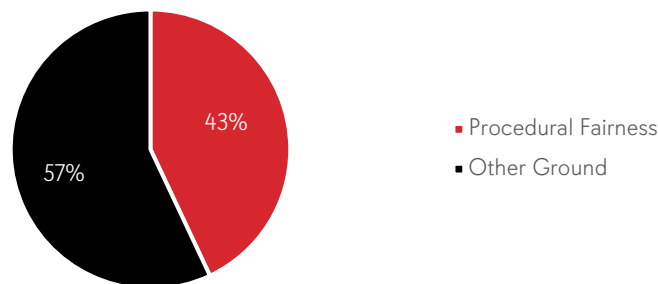
Fig. 2.1: 2024 Percent of Successful Judicial Reviews



³⁵ *Labrie v Liu*, 2021 BCSC 2486 at para 33; *Louie v British Columbia (Residential Tenancy Branch)*, 2025 BCSC 1625 at para 30; *Millar v Laughlin's Mobile Home Park Ltd*, 2024 BCSC 1834 at para 62; *Jiang v You*, 2018 BCSC 791 at para 37; *Xu v Jin*, 2025 BCSC 307 at para 19; *Athwal v Johnson*, 2023 BCCA 460 at para 24; *Ndachena v Nguyen*, 2018 BCSC 1468 at para 58.

³⁶ Community Legal Assistance Society, *On Shaky Ground: Fairness at the Residential Tenancy Branch* (2013).

Fig. 2.2: 2024 Percent of Successful Judicial Reviews on Basis of Procedural Unfairness



Testimonials from our BC Eviction Mapping Project paint a similar story of distrust in fairness at the RTB. A theme of prioritizing efficiency over fairness emerges. For example, one respondent noted “the arbitrator ... couldn’t get anyone’s names right and couldn’t get it finished quick enough.” Others noted that the “arbitrator did not allow me to speak at hearing” and “arbitrator clear[ly] did not go through the evidence.” As the exclusive adjudicating body for tenancy matters, the appearance of fairness is important and it is clear that public trust that the RTB will act fairly is lacking.

It is a basic tenet of procedural fairness at the RTB that **a person is entitled to know the case against them and be able to respond to that case.**³⁷ However, several practices at the RTB fall short of that bar.

The RTB’s reverse evidence requirement impairs procedural fairness

Under the *Act*, the landlord bears the burden of proof to show that they have the grounds to end a tenancy³⁸. However, when serving a Notice to End Tenancy, landlords are not required to fully particularize the grounds for ending the tenancy, nor provide any evidence in support of the Notice. This is so, even though landlords should have this evidence already in their possession (such as evidence of cause, warning letters for material terms, etc.).³⁹ Furthermore, when challenging the Notice, the tenant is considered the applicant and must produce evidence before the landlord respondent does.⁴⁰ **Tenants are therefore placed in the absurd position of having to make a case against eviction without knowing what is being alleged by the landlord.**

In *Athwal v Johnson*, 2023 BCCA 460, the court held that an affected party’s right to know the case against them is at the very foundation of the procedural fairness principle of *audi alteram*

³⁷ *Xu v Jin*, 2025 BCSC 307 at para 23; *City2City Real Estate Services Inc v Wang*, 2024 BCSC 1267 at para 23, citing *Baker v Canada (Minister of Citizenship and Immigration)*, 1999 CanLII 699 (SCC), [1999] 2 SCR 817 at para 28.

³⁸ *LaBrie v Liu*, 2021 BCSC 2486 at para 11; RTB Rule 6.6.

³⁹ See *RTA*, s. 44.1, which requires landlords to ensure the relevant requirements or circumstances (i.e., the basis for the eviction) are present before issuing a Notice to End Tenancy.

⁴⁰ RTB Rules 3.14 and 3.15.

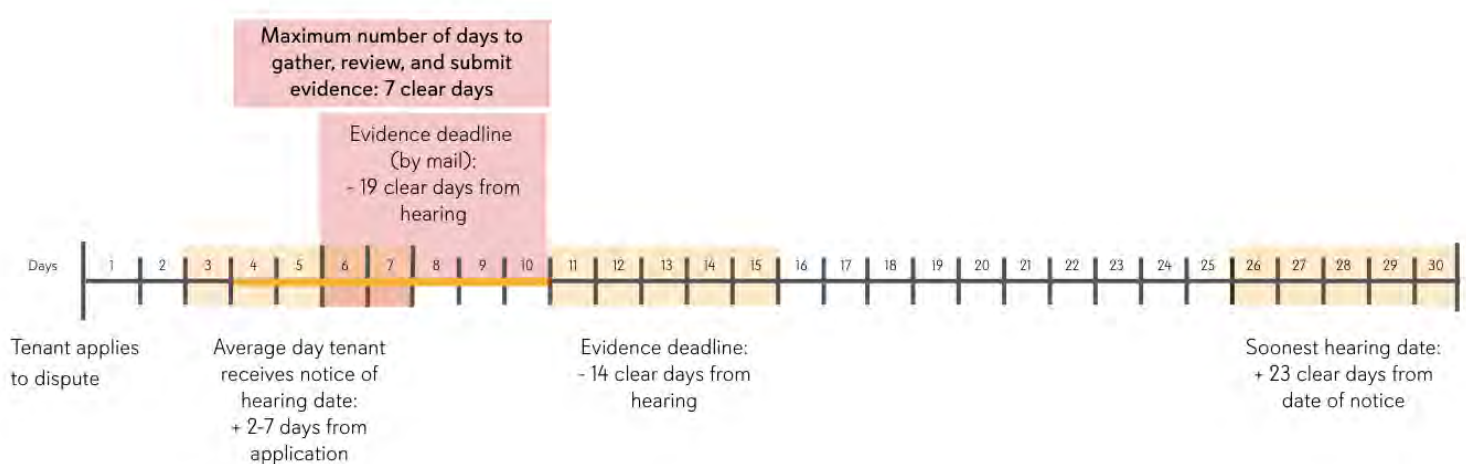
partem: to hear one side, or let the other side be heard.⁴¹ In that case, the arbitrator found in favour of the tenant's compensation claim on the basis that the landlord did not provide evidence to meet their case. However, the landlord had also received deficient notice of the tenant's application and as such was unaware of the compensation claim, only providing evidence on the separate issue of the damage deposit. The court held that the arbitrator's decision was procedurally unfair.

RTB procedures must ensure that tenants have been given an adequate opportunity to know the case against them and respond to it.

Tenants face a punishingly short window to prepare and serve evidence

In addition to the impacts of the reverse-evidence requirement, tenants are often required to review the case and provide their own evidence in just a few days. While the RTB's efforts to expedite hearing timelines and reduce backlog may be commendable, this has gravely affected tenants' ability to dispute a Notice to End Tenancy.

Fig. 2.3: Tenant's Typical Evidence Timeline in an Application to Dispute a Notice to End Tenancy



The earliest that tenants are given notice of their hearing date from the RTB tends to average between 2-7 days following the date of application. We have seen the RTB give as little as 23 days' notice for a hearing. **At the very best, this leaves 7 clear days to prepare evidence and submissions.**

If serving by way of mail, as is the case for most of our clients who have no reliable access to the internet, tenants must serve evidence at least 5 extra days in advance of the hearing (pursuant to s. 90). In other words, the effective deadline to serve is 19 clear days in advance of the

⁴¹ Paras 27-28.

hearing. This means that in the most generous case, there are 2-3 clear days in which a tenant serving by mail may prepare evidence. At worst, the effective deadline to serve by mail can be before the tenant is first put on notice of the evidence deadlines, precluding them from submitting any evidence at all. Even in the best-case scenario of 2-3 days, a tenant cannot be expected to review, understand, and prepare a response to the Notice. For tenants in need of assistance due to language translation, disabilities, or other barriers, this is even more unrealistic.

The procedural defects inherent in having reverse evidence deadlines between tenant and landlord have been **exacerbated by accelerated hearing timelines**, and there is an urgent need to adjust evidence deadlines to meet procedural fairness requirements.

What doesn't bend will break: case law requires applying adjournment and evidence rules flexibly

Under the RTB rules, the arbitrator can allow tenants to provide late evidence only if the material was not available at the time of evidence submission. Any other late evidence provided after the evidence deadline, such as that necessary to respond to the landlord's case, is accepted only at the discretion of the arbitrator.⁴²

It is also at the arbitrator's discretion whether to adjourn a hearing to allow adequate time for tenants to consider the case being made against them. RTB policy provides that adjournments may be granted by considering, among other things, whether the adjournment is required to provide a fair opportunity to be heard, and the possible prejudice to each party.⁴³ The only situations contemplated under fair opportunity to be heard are where a matter is complex or where a party has a language or a cognitive barrier that requires assistance. The policies provide no guidance on the importance of an adjournment in situations where parties have clearly not been given an adequate opportunity to prepare their case. Further, the grave possibility of an eviction from the inability to properly respond to landlord evidence is not clearly outlined as an important prejudicial factor.

In practice, neither late evidence nor adjournments are readily granted. **The RTB is not able to effectively correct procedural defects as a result.**

In *Wang v Chang*, 2025 BCSC 1119, the BCSC held that it was **procedurally unfair not to allow an opportunity to make submissions or give evidence on an issue that eventually formed the basis of a decision**. In that case, the arbitrator cut the landlord off when they attempted to explain extenuating circumstances justifying a failure to use the rental for stated purpose. The court set aside the decision as the landlord did not have an opportunity to make submissions or lead evidence on the important issue.

The RTB is required to be flexible with its rules to ensure the hearing is procedurally fair. In *Leung v Alam*, 2024 BCSC 1188, the arbitrator did not provided a participant the opportunity to

⁴² RTB Rule 3.17.

⁴³ RTB Policy Guideline 45: [Adjourning and Rescheduling a Dispute Resolution Hearing](#).

call further evidence to rebut fresh hearsay evidence provided by the opposing party that was not included in the filed materials. The arbitrator also did not allow an adjournment for the new issues to be properly addressed. The court held that the arbitrator ought to have explained what evidence was needed, adjourned the hearing to allow parties to come to the hearing prepared to address the new issue, and given an opportunity to adduce new evidence to address the new issue.⁴⁴

Importantly, the court held that:

[29] [...] **Blind compliance with procedural rules is not a complete answer to the question of whether procedural fairness was met in this case.**

[...]

[37] **The arbitrator cannot foreclose the possibility of new evidence** being brought forward, where that evidence is required to allow for the truth to emerge. **The arbitrator cannot foreclose the possibility of a further hearing,** if that is required to give the parties a fair opportunity to meet the case against them [...]

The RTB must update its policies to allow for the routine admission of late evidence and granting of adjournments so as to comply with its court-mandated procedural fairness obligations.

To provide a basic minimum of procedural fairness, we recommend as follows:

1. That the RTB Rules of Procedure be amended to ensure that when a landlord asserts the right to end a tenancy, the landlord must provide evidence first before the tenant is required to tender evidence. Proposed amending language is attached in Appendix B.
2. That RTB Policy Guideline 45 be revised to confirm that adjournments should be approved as a matter of course where procedural fairness is at issue. Adjournments should be readily granted to allow for tenants to serve necessary evidence to meet the landlord's case. Proposed amending language is attached in Appendix C.

⁴⁴ Para 35.

Preventing Unnecessary Evictions to Reduce Homelessness and Displacement: Requiring Landlord Applications to Evict

The untenable harm of evicting tenants “as of right”

Right now, B.C.’s *RTA* permits landlords to give notice to end tenancy with no requirement for evidence or a hearing before an impartial decision maker. The burden falls on tenants to file an application for dispute resolution within extremely short timelines, and if they do not, they are deemed to accept the landlord’s assertion that the tenancy must end.⁴⁵

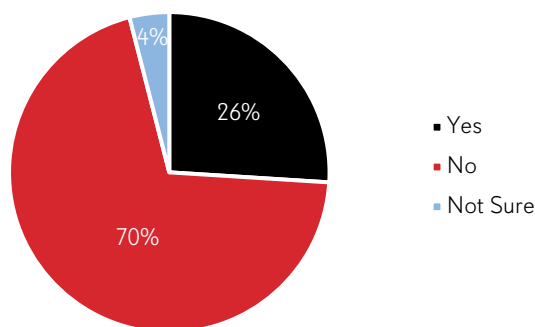
Allowing landlords to issue a notice to evict without requiring evidence places tenants in a vulnerable position. In the previous section, we outlined the grave procedural fairness concerns of allowing a landlord to evict without sufficient supporting evidence and requiring the tenant to dispute the eviction without clearly understanding the basis for it.

In addition, the current system of evictions being deemed accepted unless challenged by the tenant places an immense and undue burden on the tenant to know the law and dispute the eviction, within an already imbalanced power relationship with the landlord. The result is that many wrongful evictions are left to stand unchallenged.

Most evictions in BC are “deemed accepted” – with no evidence or hearing

Our BC Eviction Mapping Project dataset reveals that 70% of tenants who were evicted did not file a dispute. For the most part, this is not because they actually accepted the end of the tenancy (as presumed by the *RTA*); to the contrary, tenants did not file disputes due to fear of retribution or harassment from their landlord, or an assumption that they have no option but to accept the landlord’s assertion that the tenancy is over. Indigenous tenants were slightly less likely to file a dispute with the RTB after formal eviction.

Fig. 2.4: Proportion of Tenants who Filed a Dispute after Being Formally Evicted (Overall)



⁴⁵ *RTA*, ss. 46(4)-(5), 47(4)-(5), 48(5)-(6), 49(8)-(9), 49.1(5)-(6).

Survey results show that the reasons cited for not disputing an eviction fall within the following major themes:

Tenants fear their landlords

People who were evicted did not dispute because they were **afraid of landlord retaliation and harassment**: many tenants in this category had already experienced landlord harassment, threats, dishonesty, or neglect of basic property maintenance in the tenancy, and did not want to risk angering the landlord. In some cases, landlords specifically used the threat of eviction when tenants tried to raise maintenance issues.

Representative examples from study respondents:

“I was worried for my family’s safety if I disputed.”

“Intimidation from landlord.”

Landlords have the power

People who were evicted did not dispute because they **assumed landlord good faith and/or power**: many people did not use dispute resolution because they assumed the landlord’s assertions (e.g. about purported family occupation) were unassailable, not because they agreed with the eviction. Some people subsequently realized landlords were not acting in good faith or that they did not have the right to evict, but had lost their homes and their right to dispute by that time.

Representative examples from study respondents:

“What is the point? Landlords have all the power.”

“I can’t prove it’s a bad faith eviction until after I’ve moved out.”

“He gave proper notice but never moved in.”

Tenants face barriers to justice

People who were evicted also did not dispute due to **barriers to the dispute process** including being unable to pay the fee, seeing the dispute process as complex or intimidating, and specific barriers such as childcare, elder care, working many hours, and medical issues.⁴⁶

Representative examples from study respondents:

⁴⁶ *Supra* note 2 (manual coding).

“Didn’t think we had the option [to dispute].”

“Too busy packing up my house, and my mom’s handicap, and I was searching for a place to move to.”

Evictions lead to homelessness and displacement

Losing one’s home through eviction is devastating, and in B.C. a large proportion of evictions result in homelessness and displacement. Based on our BC Eviction Mapping Project dataset, 25% of overall evictions resulted in homelessness. For Indigenous people, this number is much higher at 44%. For people with disabilities, it is also higher at 33%.

Displacement—defined as being forced to move out of one’s home community—resulted from 79% of all evictions in our dataset. For Indigenous people, a staggering 90% of evictions resulted in community displacement. For people with disabilities, 84% of evictions resulted in community displacement. **Preventing unnecessary evictions is a direct route to reducing homelessness and displacement in BC.**

One simple step: requiring landlords to apply for eviction

We recommend that the RTA be amended to require advance applications from landlords for all grounds of eviction in line with landlord’s use applications under s. 49.2. The application should include the requirement for landlords to provide particulars of the grounds for eviction in a prescribed form and include supporting evidence. As we mention above, the 2024 implementation of a portal for “landlord’s use” evictions is an important first step, but more is needed, and the existing portal could readily be used to require landlord applications and evidence for evictions.

An eviction application process is already in place in Ontario for all types of evictions⁴⁷ and many other jurisdictions in Canada require some type of application and evidence from the landlord before an eviction is legally determined.⁴⁸ **B.C. is an outlier by permitting enforceable eviction without evidence, which is especially troubling given the extreme housing crisis in this province.**

This amendment will level the playing field for vulnerable tenants as it will require landlords to present a clear case for eviction before the arbitrator. This supports a base level of housing

⁴⁷ *Residential Tenancies Act*, SO 2006, c17, s.69(1).

⁴⁸ See, e.g., *Residential Tenancies Act*, SA 2004, c R-17.1, s. 29; *The Residential Tenancies Act*, 2006, SS 2006, c R-22.0001 s. 67. *The Residential Tenancies Act*, CCSM c R 119, s. 154; *Residential Tenancies Act*, RSNS 1989, c 401 s. 13 (although note deemed acceptance for non-payment notices), *Residential Tenancies Act*, 2018, SNL 2018, c R-14.2, s. 42; *Residential Tenancies Act*, RSNWT 1988, c R-5 s. 63.

security for tenants, drastically reducing unsubstantiated and frivolous evictions and the homelessness and displacement that follow.

The amendment will also bring B.C. in line with its international and domestic human rights obligations against forced evictions without procedural safeguards, including obligations under *UNDRIP*, and the stringent procedural fairness requirements under the *RTA*.

Requiring landlord applications demonstrably lowers frivolous and bad-faith evictions. The shift to requiring landlord applications in renovation scenarios in 2021 resulted in a significant reduction of RTB caseload for this issue, with only 21 RTB applications filed on the basis of renovations between November 2021 and June 2022.⁴⁹ For comparison, in 2023, the RTB received 2,260 tenant applications disputing “cause” evictions and 1,406 tenant applications disputing “landlord’s use” evictions.⁵⁰

Similarly, this change may reduce the caseload before the Compliance and Enforcement Unit: in a 2022 case, the CEU undertook a significant investigation where a landlord issued multiple eviction notices to tenants based on a “government order” where no such order existed. Had the landlord been required to apply to evict, this evidence would have been required as part of that application, and both the improper eviction and costly investigation would have been avoided.⁵¹ Proposed amending language is attached in Appendix A.

⁴⁹ Freedom of Information request FOI MAG-2022-21620 (RTB), available online: <https://www2.gov.bc.ca/gov/content/governments/about-the-bc-government/open-government/open-information/completed-foi-requests>.

⁵⁰ Freedom of Information request FOI HSG-2024-41636 (RTB), available online: <https://www2.gov.bc.ca/gov/content/governments/about-the-bc-government/open-government/open-information/completed-foi-requests>. Disputes coded as “CNC” (cause, tenant initiated) = 2260 and disputes coded as “CNL” (no cause, landlord use, tenant initiated) = 1406.

⁵¹ Notice of Administrative Penalty and Reasons for Decision: United Revenue Properties Ltd (January 6, 2023). https://www2.gov.bc.ca/assets/gov/housing-and-tenancy/residential-tenancies/administrative-penalties/united_revenue_properties_ltd_dcn.pdf.

Rent Stabilization

Rent is still out of control in British Columbia

At least 1.6 million people in British Columbia, almost half of the population, rent their homes, and in recent years they have faced unprecedented increases in rent, which have far outpaced both general inflation and wage growth.⁵² Following years of disproportionately high rental cost increases, there has been a decrease in average rent across the country this year, and in B.C., this decrease was smaller than average. These nationwide decreases are a drop in the bucket compared to the overall increases and have not restored affordability or security of rental housing.

The chart below shows the cumulative increase in the overall Consumer Price Index compared to the cumulative increase in the average cost of rented accommodation in British Columbia from CMHC data. The overall cost of living has increased 20.8% since 2018, **but the cost of renting a home has increased by 40.4%, almost double the already high inflation of overall cost of living.**

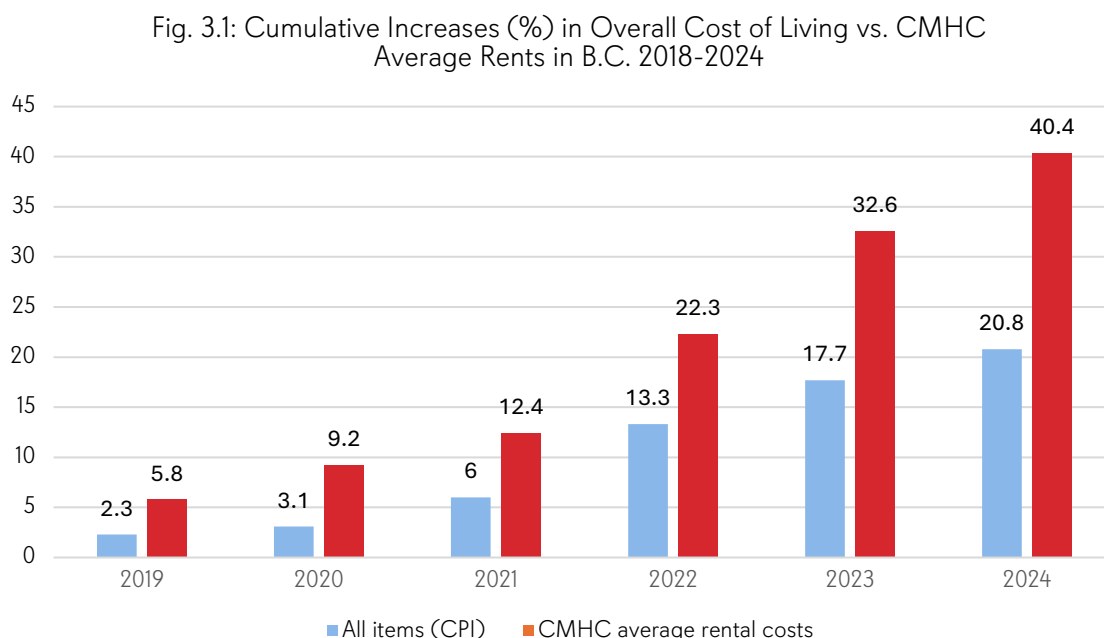


Fig 3.1 Cumulative Increases (%) in Overall Cost of Living vs. CMHC Average Rent in B.C. 2018-2024⁵³

⁵² The 2021 Census recorded 669,450 renter households in British Columbia, with the average household size being 2.4 people. This amounts to over 1.6 million renters in BC as of 2021. Statistics Canada. (2023). *Statistics Canada Catalogue no. 98-316X2021001* [Data table]. <https://www12.statcan.gc.ca/census-recensement/2021/dp-pd/prof/index.cfm?Lang=E>

⁵³ Increase in Consumer Price Index from Government of British Columbia CPI statistics, available at: <https://www2.gov.bc.ca/gov/content/data/statistics/economy/consumer-price-index>
Average rental cost for British Columbia from Canadian Mortgage and Housing Corporation Housing Market Information Portal, available at: <https://www03.cmhc-schl.gc.ca/hmip-pimh/en#TableMapChart/59/2/British%20Columbia>.

These numbers do not only reflect extreme financial strain on tenants; they also represent the risk of homelessness. Rising rents are a cause of homelessness, as has been established through a significant body of American research.⁵⁴ A model of the relationship between rental cost increases and homelessness rates in large U.S. cities shows **that a 50% increase in rent over a ten-year period is associated with a 20% increase in the size of the homeless population.**⁵⁵

As noted by the Pew Center in its review of the research:

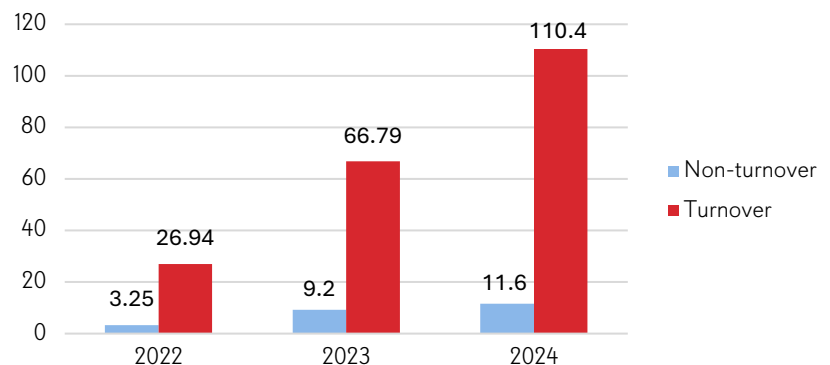
... changes in rents precipitate changes in rates of homelessness: homelessness increases when rents rise by amounts that low-income households cannot afford. Similarly, interventions to address housing costs by providing housing directly or through subsidies have been effective in reducing homelessness. That makes sense if housing costs are the main driver of homelessness, but not if other reasons are to blame. Studies show that other factors have a much smaller impact on homelessness.⁵⁶

This conclusion has been confirmed in the Canadian context as well, in which a 1% increase in rent was associated with a 3.3% increase in homelessness.⁵⁷

Extreme rent escalation happens *between* tenancies

With no rent stabilization policy in effect between tenancies, **this extreme rent escalation occurs in large part when there is a change of tenant.** The CMHC Rental Market Report data since 2022 show the difference between rent increases in “non-turnover” (where there is no change of tenant) and “turnover” units (where there is a change in tenant). *Fig 3.2: Cumulative Increases (%) in Average Rent for Non-Turnover and Turnover Units, British Columbia (2 Bedroom), 2022-2024*⁵⁸

Fig. 3.2: Cumulative Increases (%) in Average Rent for Non-Turnover and Turnover Units, British Columbia (2 Bedroom), 2022-24



⁵⁴ See, e.g. Kushel, M., & Moore, T. (2023). California Statewide Study of People Experiencing Homelessness (CASPEH); Gupta, A., “Homelessness and Housing”, City Journal (2022), online: <https://www.city-journal.org/article/homelessness-and-housing>; Colburn, G., & Aldern, C. P. (2022). *Homelessness is a housing problem: How structural factors explain US patterns*. Univ of California Press; Byrne, T. H., Henwood, B. F., & Orlando, A. W. (2021). “A rising tide drowns unstable boats: How inequality creates homelessness.” *Annals of the American Academy of Political and Social Science*, 693(1), 28-45.

⁵⁵ Gupta, A., “Homelessness and Housing”, City Journal (2022), online: <https://www.city-journal.org/article/homelessness-and-housing>.

⁵⁶ Pew Center, *How Housing Costs Drive Levels of Homelessness* (2023), online: <https://www.pew.org/en/research-and-analysis/articles/2023/08/22/how-housing-costs-drive-levels-of-homelessness>.

⁵⁷ Kneebone, R. D., & Wilkins, M. (2021). *Local conditions and the prevalence of homelessness in Canada*. The School of Public Policy Publications, 14.

⁵⁸ CMHC Rental Market Report Tables <https://www.cmhc-schl.gc.ca/professionals/housing-markets-data-and-research/housing-data/data-tables/rental-market-report-data-tables>, Table 6, 2022-2024. Prior to 2022, CMHC did not track the difference in average rent increases between turnover and non-turnover units.

What this means is that, using the CMHC average increases, a 2-bedroom apartment that rented for \$2,000 per month in 2021 would have increased to a cost of around \$2,232 by 2024, an increase of about 11%, if there wasn't tenant turnover that year. If the same \$2,000 apartment had a new tenant every year for those same three years, the rent would be \$4,208, or an increase of about 110%. Even if there was only a new tenant once, in 2024, the cumulative rent increase (for two years of non-turnover, and one year of turnover) would amount to \$2,696, or about 35%.

Landlords argue that unlimited increases are necessary to ensure that tenants cover landlords' costs in inflationary times, but the numbers tell a different story: one in which **landlords are seeking to profit maximally during periods of low vacancy**. This rent burden increase is especially troubling considering the fact that renters' income is generally much lower than that of homeowners.⁵⁹ Further compounding this disparity is the fact that rental costs have risen much more sharply than the cost of owning a home.⁶⁰

If the maximum annual limit was applied to all units, including when a new tenant was moving in, it would curtail this rent escalation and keep rent in line with general inflation, which would not only allow tenants to have sustainable housing costs, but it would also allow landlords to ensure tenants cover the landlords' costs in line with inflation.

Without intervention, it is likely that this problem will only get bigger – in British Columbia, buying a home is now out of reach for most people, and the proportion of people who rent is increasing faster in British Columbia than in Canada overall.⁶¹

B.C. has one of the lowest rental vacancy rates in the country, and it improved in 2024 for the first time after years of getting worse. The overall vacancy rate in B.C. hit a low of 1.2% in 2023, a small decrease from the two previous years. In 2024, it rose to 1.9%.⁶² For context, CMHC views 3% as a “healthy” vacancy rate.⁶³ Renters in such a climate have limited bargaining power, leaving landlords to set exorbitant rents, while renters must deal with the devastating economic consequences of this. As of 2021, British Columbia had the highest rate in Canada of households paying more than 30% of their gross income on shelter.⁶⁴ This situation has undoubtedly worsened since 2021 with escalating rents.

⁵⁹ For example, in Metro Vancouver, the median household income of homeowners is 60% greater than the median household income of renters. Metro Vancouver Housing Data Book: December 2023. <https://metrovancover.org/services/regional-planning/Documents/metro-vancouver-housing-data-book-2023.pdf> at page 2.

⁶⁰ Desjardins, “Beyond Homeownership: The Outlook for Rent Inflation in Canada’s Largest Cities, online: <https://www.desjardins.com/content/dam/pdf/en/personal/savings-investment/economic-studies/canada-rent-inflation-nov-14-2024.pdf>, at page 3.

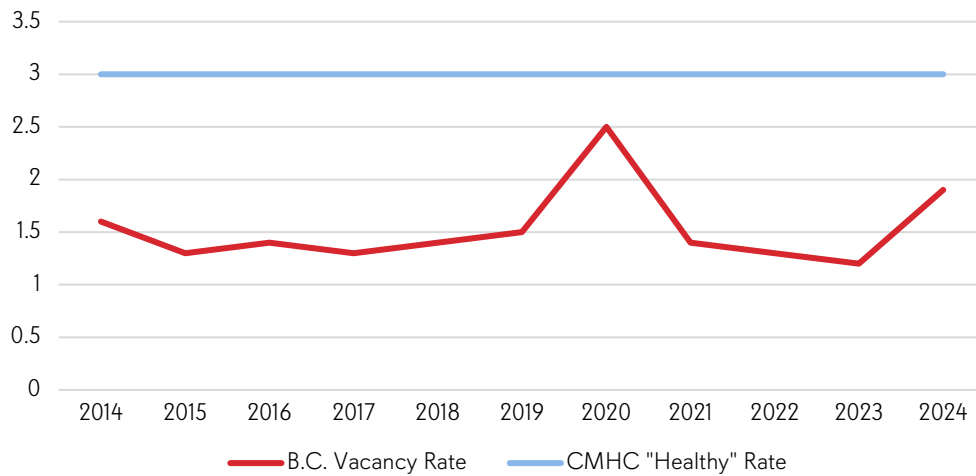
⁶¹ Statistics Canada, “Map 1: Home Ownership Rate Declines from 2011 to 2012 in all provinces and territories, except in the Northwest Territories,” online: <https://www150.statcan.gc.ca/n1/daily-quotidien/220921/mc-b001-eng.htm>.

⁶² Canada Mortgage and Housing Corporation, British Columbia Overview, online: <https://www03.cmhc-schl.gc.ca/hmip-pimh/#Profile/59/2/British%20Columbia>.

⁶³ See, e.g. District of North Vancouver, *Information Report: 2024 CMHC Rental Market Report*, online: <https://docs.dnv.org/documents/CMHC-rental-market-report.pdf>; City of Vancouver, *Memo to Mayor and Council, Updated Rental Market Data from CMHC for 2021*, online: <https://vancouver.ca/files/cov/2022-02-22-updated-rentalmarket-data-from-cmhc-for-2021.pdf>; Government of British Columbia, *Budget 2023*, online: https://www.bcbudget.gov.bc.ca/2003/sp/caws/caws_housing_link1.htm.

⁶⁴ Statistics Canada, “To Buy or To Rent: The Housing Market Continues to Be Reshaped by Several Factors as Canadians Search for an Affordable Place to Call Home,” online: <https://www150.statcan.gc.ca/n1/daily-quotidien/220921/dq220921b-eng.htm>.

Fig 3.3 B.C. Vacancy Rate



Data from our BC Eviction Mapping Project sheds light on the relationship between eviction and the rent burden. For respondents who were formally evicted and did not become homeless, 80% faced increases in rent, and 49% faced increased rental costs that were at least \$500 more per month. Most of these were due to “no-fault” evictions. In this dataset, “landlord’s use” evictions constitute the majority of reported evictions in B.C. for the reporting period from 2022-2025.⁶⁵

Colleagues at UBC have corroborated this finding with the Statistics Canada Canadian Housing Survey dataset, and they have also concluded that landlords’ financial motivations are likely behind the prevalence of “no-fault” evictions in B.C. specifically;⁶⁶ the financial incentive exists because there is no limit on how high a landlord can set rent once they evict a tenant.

With high eviction rates and escalating rent burdens come high levels of homelessness and community displacement: in our BC Eviction Mapping dataset, 25% of tenants did not find a new place to live after being evicted, and 78% were forced to move out of their home neighbourhoods. The impacts of this go beyond the individuals and families subject to eviction and rent escalation: the social, health, and economic costs of homelessness are enormous,⁶⁷ and when families are paying most of their earned income toward rent, they are no longer able to spend money in the broader economy,⁶⁸ which in turn impacts the viability of local businesses and jobs.

Reducing the rate of rent escalation is critical to preventing further homelessness, displacement, and negative impacts on individuals and British Columbia’s communities.

⁶⁵ As of the time of writing (July 2025), 63% (N=677) of all formal evictions (N=1070) included “Landlord’s Use” on the Notice to End Tenancy.

⁶⁶ Xuereb, Silas, and Craig Jones. *Estimating No-fault Evictions in Canada: Understanding BC’s Disproportionate Eviction Rate in the 2021 Canadian Housing Survey*. Balanced Supply of Housing Research Partnership, 2023.

⁶⁷ See, e.g. Pomeroy, S. (2005). *The cost of homelessness: Analysis of alternate responses in four Canadian cities*. Ottawa: Focus Consulting; Gaetz, S. (2012). *The real cost of homelessness*, Canadian Homelessness Research Network.

⁶⁸ See, e.g. Angst, S., Rosen, J., De Gregorio, S., & Painter, G. (2025). *How do renters survive unaffordability? Household-level impacts of rent burden in Los Angeles*. *Journal of Urban Affairs*, 47(5), 1639-1662.

Rent stabilization as a complement to supply: taking action on housing affordability and security

Government-initiated rent stabilization measures have been used throughout the world as far back as the sixteenth century in response to housing shortages, whether due to war, natural disaster, migration, or simply economic stagnation.⁶⁹ Rent stabilization is common, and often necessary, due to the incontrovertible human need for shelter. As legal scholar John Willis explains:

Granted that housing shortages may occur, may even become chronic, or that tenants may find themselves without resources to pay their full rent, what concern is that of the state? Why has almost every civilized community on earth found rent control advisable if not unavoidable?

To answer this question, it is necessary to consider the nature of rent in relation to other expenses of living. Most elements of the ordinary family's budget have some element of flexibility. If food costs go up, the family can usually exist on less food, or on cheaper foodstuffs. If clothing costs rise, old clothes can be made to do. If the family budget no longer balances - either because costs have gone up or the family income has gone down - economies can be made in various ways. But rent is an inflexible charge. If it goes up, the tenant has little choice but to pay more or to move to a less expensive lodging, and in times of housing shortages, the latter alternative is an illusory one. **The result is a monopoly situation in which the state has to intervene** - just as it will intervene in other cases where monopolistic control of some element of the economy in which there is an intense public interest makes oppression probable.⁷⁰ [Emphasis ours]

There are diverse policy options available to governments to achieve more stable rent, from strict rent caps to more flexible measures.

France: rent always tied to unit, determined by government, and based on size

As an example of a stricter policy, in France, the government determines a maximum "reference rent" per habitable area (square meters) for designated areas with housing shortages, based on median rent and other market factors. Landlords may apply for a 20% increase of this reference rent based on special characteristics of the dwelling, such as exceptional views or special location. The increase is not available to landlords where there are mould, ventilation, or other significant maintenance issues. The "reference rent" cannot be increased between tenants. If landlords charge more than the allowed amount per square meter, they

⁶⁹ Willis, J. W. (1950). *Short history of rent control laws*. Cornell LQ, 36, 54 at 56.

⁷⁰ Willis, J. W. (1950). *Short history of rent control laws*. Cornell LQ, 36, 54 at 57

can be fined 5,000 Euros for individuals (approximately \$8,000 CAD), or 15,000 Euros for corporate landlords (approximately \$24,000 CAD).⁷¹

Ireland: selective vacancy control, based on market conditions

Ireland uses a more flexible approach in which it does not determine initial rent limits, but does prohibit increases between tenants in housing market areas under extreme pressure (the “Rent Pressure Zone” system). As detailed below, **we recommend that the Government of British Columbia adopt the use of Rent Pressure Zones**, a dynamic approach that is suited to changing market conditions and still allows landlord profit without disrupting supply.

Using rent stabilization in this way not only increases the potency of supply-based measures, but it also provides an opportunity for this government to lead in recognizing housing as a human right. Setting guardrails on rent escalation not only means that people can stay in their homes and neighbourhoods, it also removes the financial incentive for landlords to engage in bad-faith evictions in order to force tenant turnover.⁷²

Selective rent stabilization also supports habitability, which is another core component of housing as a human right, because tenants are more likely to report the need for repairs and maintenance when they are not terrified of being evicted into a market with severely inflated rent costs. Rent stabilization will also increase health and safety in housing, and prevent unnecessary deaths in rental housing, such as those from the heat dome in 2021. As researchers at UBC have noted, rent stabilization policy will reduce the risk of deleterious heat impacts by reducing housing precarity for those most at risk and removing the incentive to evict.⁷³

Times have changed: Revisiting the 2018 Rental Task Force report

Seven years ago, the provincial government convened a Rental Housing Task Force to review residential tenancy laws and policies. The Task Force heard from landlord and tenant

⁷¹ DRIHL Isle-de-France, “Le dispositif d’encadrement des loyers à Paris”, online: https://www.drihl.ile-de-france.developpement-durable.gouv.fr/le-dispositif-d-encadrement-des-loyers-a-paris-a292.html?lang=fr#H_Sanctions-administratives-prevues-par-la-loi-Elan.

⁷² Xuereb, Silas, and Craig Jones. *Estimating No-fault Evictions in Canada: Understanding BC's Disproportionate Eviction Rate in the 2021 Canadian Housing Survey*. Balanced Supply of Housing Research Partnership, 2023.

⁷³ Yoon, L., Arefin, M.R., Jewell, K., & Pratt, G. (2025). *Too Hot to Think Small: The Case for a Right to Cool in British Columbia*. University of British Columbia (UBC) Centre for Climate Justice, Online <https://climatejustice.ubc.ca/projects-and-partnerships/too-hot-to-think-small-the-case-for-a-right-to-cool-in-british-columbia>.

representatives and made several recommendations – some of these, such as the recommendation to stop “renovictions” resulted in highly effective policy changes.⁷⁴

In response to requests for rent stabilization by way of vacancy control, the Task Force at that time did not approve it, instead recommending that the government “maintain rent tied to the renter, not the unit.”

The Task Force based this recommendation on the following two premises:

- 1) Landlords said that if the government implemented vacancy control, they would “consider selling” and developers said they would “cease developing.” No actual evidence of supply impacts was referred to in the report.⁷⁵
- 2) The Task Force was optimistic that the other recommended legislative changes would be sufficient to improve the rental housing situation in B.C. (stricter rent increase limits for sitting tenants, increased maximum fines for bad-faith evictions, and increased enforcement). The Task Force also noted the importance of increasing housing supply.⁷⁶

We will deal with each of these premises in turn.

Responding to landlords’ threat of supply withdrawal with evidence

The threat of supply withdrawal from the landlord lobby is a well-worn trope in B.C. Rather than relying on the assertion of landlords and real estate developers, who have an obligation to maximize profit margins, this premise must be examined based on the available evidence.

Landlord representatives regularly suggest that any regulation of landlords will reduce supply. In a letter to the 2018 Task Force, David Hutniak, the lobbyist for LandlordBC, said that any reduction to the allowable annual increase (at that time, Consumer Price Index (CPI) + 2%) would “unravel” the economics of providing rental housing, and that it would be “impossible” to make a business case for building rental supply.⁷⁷ The Task Force disagreed, and the annual increase was in fact reduced to CPI in subsequent years.

In 2021, in an email to (then) Minister of Housing David Eby, Mr. Hutniak called the government’s annual allowable CPI-based increase “woefully inadequate” and suggested at that time that the “fragile” supply of rental housing was threatened. In June of the same year, the

⁷⁴ The number of “renovictions” was sharply reduced by the implementation of an application process for landlords seeking eviction on this basis, rather than simply assertions of renovations on a form, see our work and relevant Freedom of Information data online at <https://admin.firstunited.ca/app/uploads/2024/02/Law-Reform-Platform-Final-Digital.pdf>, page 10.

⁷⁵ British Columbia Rental Housing Task Force, *Recommendations and Findings*, online: https://engage.gov.bc.ca/app/uploads/sites/121/2018/12/RHTF-Recommendations-and-WWH-Report_Dec2018_FINAL.pdf at page 14.

⁷⁶ British Columbia Rental Housing Task Force, *Recommendations and Findings*, online: https://engage.gov.bc.ca/app/uploads/sites/121/2018/12/RHTF-Recommendations-and-WWH-Report_Dec2018_FINAL.pdf at page 14.

⁷⁷ Landlord BC Letter to Rental Housing Task Force, online: <https://engage.gov.bc.ca/app/uploads/sites/121/2021/03/LandlordBC.pdf>.

same lobbyist described the possibility of stronger rent controls as the “death-knell” for the rental housing sector.⁷⁸

In April 2024, in response to the government’s announcement of Bill 14 which included renter protections against bad-faith evictions, Mr. Hutniak posted on the LandlordBC website referring to these protections as “supply reducing measures.”⁷⁹ In June 2024, he again wrote to the (then) Minister of Housing, Ravi Kahlon, requesting the complete removal of annual maximum rent increases, even for tenants with ongoing tenancies, stating that there would be “severe negative impacts” on supply if rent increases were capped at all.⁸⁰

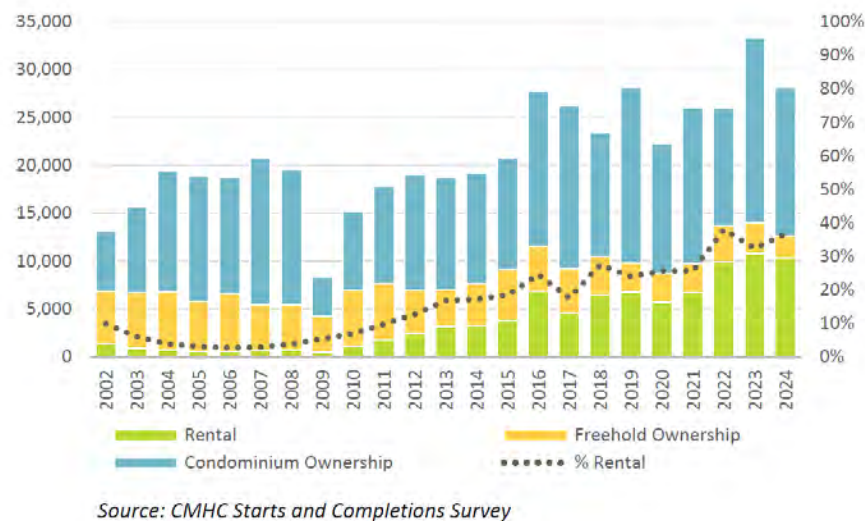


Image 1: Metro Vancouver Housing Data Book, 2025.⁸¹

Contrary to the dire predictions of the landlord lobbyist, **rental housing construction has increased significantly alongside the stronger annual rent regulation.** In its most recent Housing Market Outlook report, CMHC notes that **condo developments are being converted to rental** due to sluggish market conditions for condos.⁸²

Metro Vancouver also reported that “the purpose-built market rental housing stock continues to grow — at an average rate of 15 per cent per year, between 2015 and 2024”⁸³ and that in 2024,

⁷⁸ Email from David Hutniak to David Eby et al, May 20, 2021, Freedom of Information request MAG-2022-21915, available online at: <https://www2.gov.bc.ca/gov/content/governments/about-the-bc-government/open-government/open-information/completed-foi-requests#information-requested>.

⁷⁹ Email from David Hutniak to Sian Madoc-Jones and Dave Beninger, April 4, 2024 enclosing a “News Release” posted to LandlordBC website, HSG-2024-41640 available online at: <https://www2.gov.bc.ca/gov/content/governments/about-the-bc-government/open-government/open-information/completed-foi-requests#information-requested>.

⁸⁰ Email from David Hutniak to Sian Madoc-Jones and Dave Beninger, June 28, 2024, Freedom of Information request HSG-2024-42906, available online at: <https://www2.gov.bc.ca/gov/content/governments/about-the-bc-government/open-government/open-information/completed-foi-requests#information-requested>.

⁸¹ Metro Vancouver, “Metro Vancouver Housing Data Book” (2025), online: <https://metrovanvancouver.org/services/regional-planning/Documents/metro-vancouver-housing-data-book-2025.pdf> at page 5.

⁸² Canada Mortgage and Housing Corporation, *Summer Update, 2025 Housing Market Outlook*, online: https://www.cmhc-schl.gc.ca/observer/2025/summer-update-2025-housing-market-outlook?utm_medium=email&utm_source=email-e-blast&utm_campaign=2025-07-housing_market_outlook_summer_update_2025.

⁸³ Metro Vancouver, *Housing Data Book* (February 2025) at page 3.

“rental construction continues to be at a 20-year peak, with 37 per cent of housing starts and 31 percent of completions being purpose-built rentals.”⁸⁴ This is likely due to multiple policies incentivizing the construction of rental housing as well as the strong and growing demand for rental housing. In reality, **increased rent regulation has not hindered the strong growth of rental supply in British Columbia.**

There is also an increase in the number of investor-owned private market condos for rent in British Columbia.

The following chart drawing from CMHC data shows the growth of available private condo rentals in Vancouver:

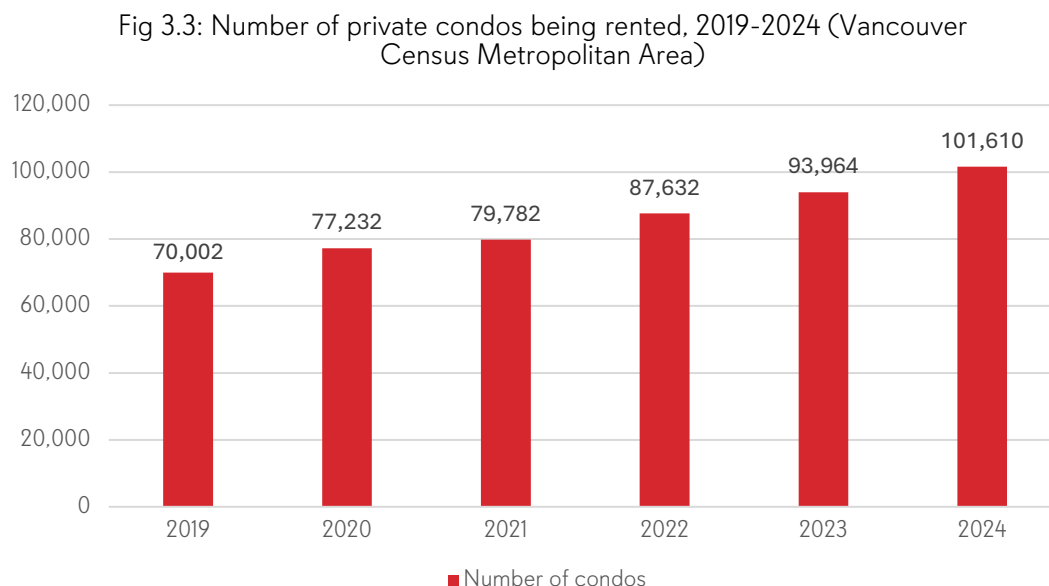


Fig. 3.3: Number of Private Condos being Rented 2019-2024 (Vancouver Census Metropolitan Area)⁸⁵

Contrary to the assertions of the landlord lobby, **investors who own rental condos have actually increased their supply to the rental market** over the past five years, even while rent regulation was strengthened with the lower annual rent cap. This period also saw new restrictions on short-term rentals, which likely supports keeping investor-owned properties in the long-term rental market. Just like with purpose-built rentals, **stronger rent regulation has not prevented growth in the supply of privately-owned condo rentals.**

In the past, B.C. had a policy of vacancy control, or rent increases tied to the unit, and not to the renter. **Based on evidence, this also did not appear to limit rental housing supply, nor did removing vacancy control encourage supply.** Under the leadership of the NDP, B.C. stabilized

⁸⁴ *Ibid* page 2.

⁸⁵ Canada Mortgage and Housing Corporation, Rental Market Report Tables, online: <https://www.cmhc-schl.gc.ca/professionals/housing-markets-data-and-research/housing-data/data-tables/rental-market/rental-market-report-data-tables>, Table 4.2, 2022-2024.

rent through vacancy control in the early 1970s and contrary to developer assertions, when it (and all rent control) was removed by the Social Credit Party in 1984, this did not have a positive impact on rental supply (which continued to decline due to other factors). A detailed evidence-based study of this time period showed no relationship between the presence or absence of rent control and the supply of rental housing, the likelihood of demolition of rental stock, or the likelihood of conversion of rental stock to condominiums.⁸⁶

Most arguments against strong rent control can be traced back to studies conducted on “1st generation” rent controls in the first half of the 20th century, in which rent was frozen completely with no available increase based on inflation. Professor Dani Aeillo of Penn State University conducted a review of more modern rent control policies, showing that:

- ▶ rent control is not a major factor in determining new housing supply (as it is more affected by local economic and housing stock characteristics and government investment/disinvestment in rental housing);
- ▶ across various jurisdictions, second generation rent controls have had “very little short- or long-term impact on construction rates”;
- ▶ the *removal* of rent controls has little effect on supply and did not lead to supply booms;
- ▶ most landlord profits are generated through increases in property value appreciation, not from monthly rent, although both rent and equity growth are very high in British Columbia in recent years, making development profitable even with vacancy control;⁸⁷

One of the major recent studies concluding that rent control had a negative impact on rental supply suggested that the main reason for this was attrition of resources to condominium development.⁸⁸ We would suggest that this is also highly dependent on the specific policy context and the restriction of private condo development is well within the regulatory powers of provincial and municipal governments⁸⁹ as well as through financial and policy incentives from all levels of government to build rental units instead of condominiums.

CMHC has concluded that more modern forms of rent control contribute to security of tenure and are effective in lowering prices for rent-controlled units.⁹⁰ They may also have the

⁸⁶ Lazzarin, Celia C. *Rent control and rent decontrol in British Columbia: a case study of the Vancouver rental market, 1974 to 1989*. Diss. University of British Columbia, 1990, p 147-152. Available online: <https://open.library.ubc.ca/soa/cIRcle/collections/ubctheses/831/items/1.0098573>. This dissertation also provides a detailed overview of the progression of policy changes in the area of rental housing in British Columbia.

⁸⁷ Aiello, Dani. *Flipping the Script on Vacancy Control: A Critical Reevaluation of Rent Control Literature and Policy in the Struggle for Housing Security in BC* (2023) online: <https://www.affordablebc.ca/vacancycontrolreport>, pp 22-24, 43.

⁸⁸ Diamond, R., McQuade, T., & Qian, F. (2019). The effects of rent control expansion on tenants, landlords, and inequality: Evidence from San Francisco. *American Economic Review*, 109(9), 3365-3394.

⁸⁹ Including through development approval policies and quotas limiting condos, but also through designation of rental tenure, such as was the case in New Westminster. See Mayfield, Jane and Andison, Samantha, “BC Court of Appeal Confirms Municipalities can Implement Rental-Only Zoning Under the Local Government Act” (2023), online: <https://canliiconnects.org/en/commentaries/91819>.

⁹⁰ Canada Mortgage and Housing Corporation, *Study of the Impacts of Rent Control Policies* (2020) online: https://assets.cmhc-schl.gc.ca/sf/project/archive/research_5/study-of-the-impacts-of-rent-control-policies.pdf at page 44.

effect of stabilizing rental property values,⁹¹ which is also helpful to the protection of supply because it make acquisition easier for government and nonprofit owners (e.g. through programs such as the Rental Protection Fund).

A Canadian policy example: tying increases to the unit, not the tenant, in Prince Edward Island

While we are recommending a more moderate, market-responsive system of Rent Pressure Zones, the example of Prince Edward Island a useful point of reference about the real-life application of vacancy control in the Canadian context.

Prince Edward Island’s *Residential Tenancy Act* has long stipulated that **rental increases run with the unit, and not with the tenant**. As in British Columbia, in P.E.I., the government sets the maximum allowable rent increase annually. But unlike in B.C., landlords in P.E.I. are not exempt from this limit when a change of tenant occurs. The P.E.I. Act contains balancing provisions that allow a landlord to “catch up” on the increases and to request an above-guideline increase. The factors for granting one include “the expectation of the landlord to have a reasonable return on the landlord’s capital investment.”⁹²

Data show stable rent and vacancy levels in P.E.I., and they do not show any deleterious effect on the rental housing market in P.E.I.

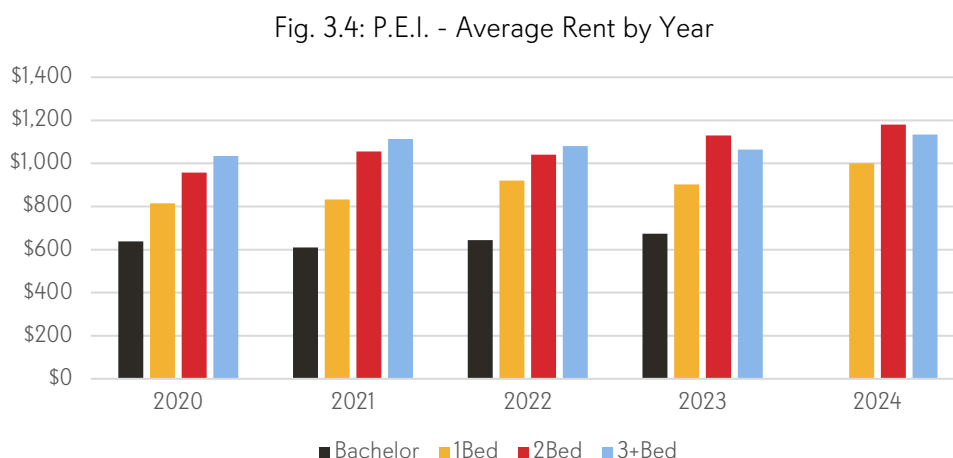


Fig. 3.4: Chart data from CMHC “Primary Rental Market Statistics – Prince Edward Island”⁹³ (Bachelor suite data insufficient for 2024).

⁹¹ Canada Mortgage and Housing Corporation, Study of the Impacts of Rent Control Policies (2020) online: https://assets.cmhc-schl.gc.ca/sf/project/archive/research_5/study-of-the-impacts-of-rent-control-policies.pdf at page 44.

⁹² *Residential Tenancy Act*, RSPEI 1988, c R-13-11, s. 50.

⁹³ Canadian Mortgage and Housing Corporation Housing Market Information Portal, Prince Edward Island Overview, available at: <https://www03.cmhc-schl.gc.ca/hmip-pimh/#Profile/11/2/Prince%20Edward%20Island>.

CMHC data also show an increasing trend in total rental stock (private apartments), and while the 2024 vacancy rate is low in P.E.I. at 0.8%, it remains in the same range as it has been since 2022.

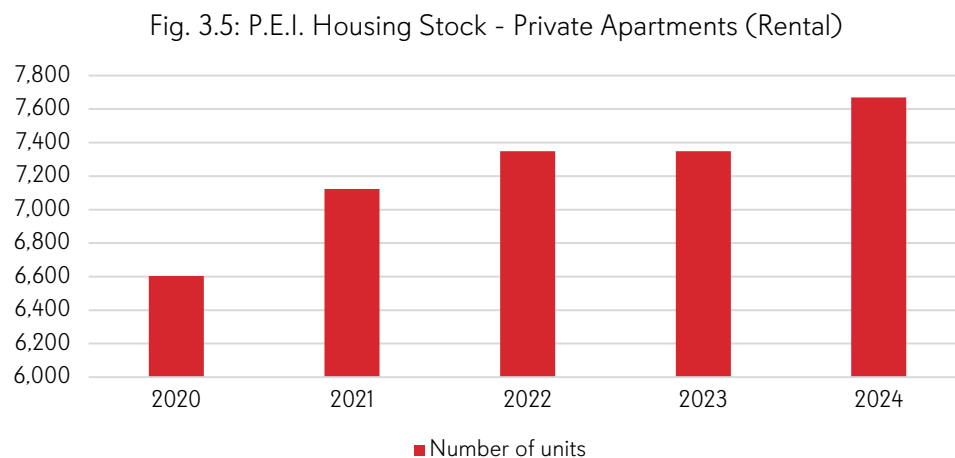


Fig. 3.5: Chart data from CMHC “Primary Rental Market Statistics – Prince Edward Island”⁹⁴

In terms of housing starts, rental-specific starts in 2023 (the most recent data year) are at their highest since 2020 and have started to outpace ownership-specific starts for the first time since 2020.

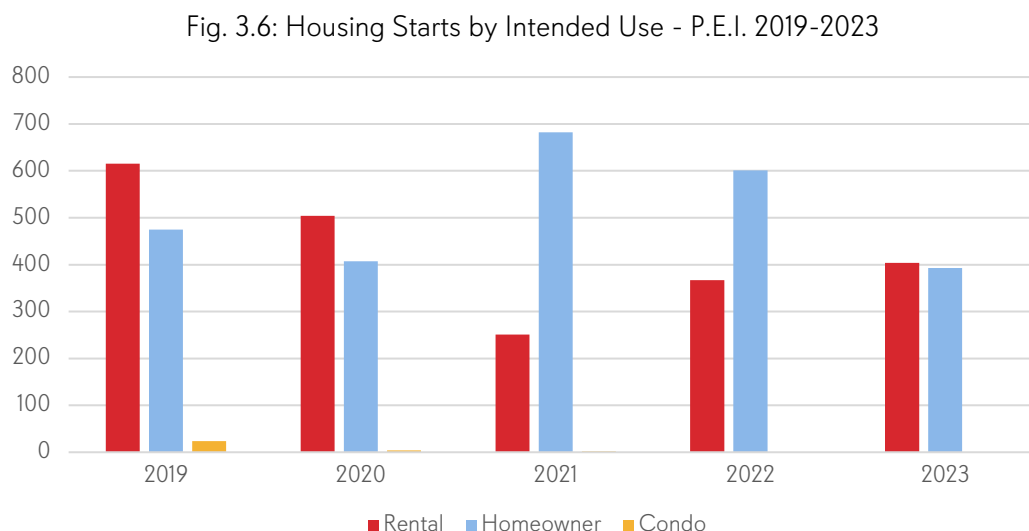


Fig. 3.6: Chart data from CMHC “Housing Starts: By Intended Market”⁹⁵

As of writing, there have been no academic or publicly-reported governmental analyses of the outcomes of tying rent to the unit, rather than the tenant, in P.E.I. Tenant advocates have been

⁹⁴ *Ibid.*

⁹⁵ Canadian Mortgage and Housing Corporation Housing Market, “Housing Starts by Intended Market”, online: <https://www.cmhc-schl.gc.ca/professionals/housing-markets-data-and-research/housing-data/data-tables/housing-market-data/housing-starts-intended-market>.

concerned that there was insufficient enforcement.⁹⁶ As with any regulatory system, effective means of enforcement are important: the Government of P.E.I. appears to be in the process of establishing a rental registry system linked to existing public databases with land information, but this is not in place as of the date of writing.⁹⁷

Supply alone is not enough: safeguarding security and affordability

In 2018, the Task Force did not move forward with vacancy control because they were optimistic that the changes they were recommending would help with the affordability crisis, which was already a problem in 2018. While it is undoubtedly true that those changes (reducing annual allowable rent increases for ongoing tenants, closing the renovation loophole, stronger penalties for bad-faith evictions, and stronger enforcement mechanisms) were helpful for tenants, **they clearly did not produce price stability or affordability.**

To the contrary - rent has skyrocketed in the intervening years, and while “renovictions” were all but eradicated, there was a massive upswing in “landlord’s use” evictions during that period, and this has been linked through large-scale statistical analysis to landlords’ financial motivations to get tenants out.⁹⁸ This financial motivation, and the associated eviction strategies, would be removed entirely if rent increases were treated the same between tenancies as within tenancies.

While supply is critical, supply alone is not enough. **British Columbia’s 1.6 million renters need to be able to afford their homes and they need to be protected from extreme rent increases and forced evictions motivated by profit.** Rent stabilization policies such as the one we recommend below can provide a crucial counterpart to supply solutions, ensuring that while rents go up in line with inflation, they remain predictable throughout variations in supply and vacancy levels. Rent stabilization policy will allow us to make the most of the positive results of increased supply, by keeping rent increases reasonable even in times of low vacancy.

The landlord lobby often refers to the need for tenants to “cover landlord costs” as a justification for eliminating rent regulation. But when unlimited rent increases are available, there is nothing to stop landlords from charging as much as they can, far beyond what their costs could justify. In addition, landlords are already able to apply for rent increases on the basis of increased costs, through the Above Guideline Increases provisions in the *Residential Tenancy Act*. Finally, because **landlords profit from equity increases in the value of property**, which have been extraordinarily positive due to the market conditions in British Columbia, the idea of “covering costs” through rent does not hold up as the basis for policymaking. **Investors in rental property should bear the risks and benefits of their investment, just as they would with any other type of investment.**

⁹⁶ CBC, “Tenants want to see action: P.E.I. rental registry taking too long, says tenant” (2021), online: <https://www.cbc.ca/news/canada/prince-edward-island/pei-rental-registry-greenan-1.5937830>.

⁹⁷ CBC, “After a year under P.E.I.’s Residential Tenancy Act, both tenants and landlords want changes” (2024), online: <https://www.cbc.ca/news/canada/prince-edward-island/pei-residential-tenancy-act-anniversary-1.7213998>.

⁹⁸ Xuereb, S. and Jones, C., *Estimating No-fault Evictions in Canada: Understanding BC’s Disproportionate Eviction Rate in the 2021 Canadian Housing Survey* (UBC, 2023). Online: https://housingresearch.ubc.ca/sites/default/files/2023-05/estimating_no-fault_evictions_in_canada_0_2.pdf.

Modern, targeted and effective rent stabilization policy – a case study of Ireland’s Rent Pressure Zone policy

The Rent Pressure Zone approach is of interest to British Columbia because it can be responsive to market conditions, targeting areas in which prices are escalating disproportionately and applying stabilization in these areas, while permitting landlords to make increases as usual in areas where rent is already stable relative to inflation. **This option is especially powerful as a complement to supply-side solutions**, as it can be adjusted – as supply comes online, if that has the effect of reducing the rate of rent inflation, then an area would no longer be designated as a Rent Pressure Zone.

Responding to a housing crisis of similar proportions to that of B.C., Ireland implemented “Rent Pressure Zones” (RPZ) system in 2016. Since that time, the government has designated certain geographic areas as “Rent Pressure Zones” when they have higher than average rent as well as higher than average rental inflation (based on increase over time). In those zones, landlords are not permitted to raise rent more than a certain amount, designated by year, and **this applies regardless of a change in tenant**.⁹⁹

Rent Pressure Zones are designated when, relative to national averages:

- a) Rent inflation in the area is at least 7% in four of the last six quarters; and
- b) Rent in the area in the previous quarter is higher than a “standardized average rent” (which is calculated for Dublin, greater Dublin, and “rest of country”).

When an area is in a Rent Pressure Zone, this means:

- a) Rent increases are limited to 2% or the rate of inflation per year, whichever is lower; and
- b) For tenancies within the RPZ at the time of designation, the rent must not increase for 24 months, after which it may be increased annually.

Landlords and tenants have access to a rent calculator online, and landlords are required to provide certain information to tenants in writing, namely: the date rent was last set, the amount of last rent, a statement as to how the rent was set using the RPZ formula, and three examples of comparable properties for rent.

The following properties are exempt from the RPZ regulations:

- a) Properties that have not been rented for a period of two years prior to the start of a tenancy (new to market);
- b) A “protected structure” (i.e. special for reasons of historical, cultural, architectural factors) if it has not been rented for a period of one year prior to the start of a tenancy; and
- c) The rental unit has undergone a “substantial change”, defined as either a defined improvement in the energy efficiency rating of the building under EU standards, or any three or more of the following:

⁹⁹ Residential Tenancies Board (Ireland), “Setting and Reviewing Rent in a Rent Pressure Zone (RPZ)”, online: <https://rtb.ie/renting/setting-reviewing-rent/setting-and-reviewing-rent-in-a-rent-pressure-zone-rpz/>.

- i. Permanent alteration of the internal layout of the unit;
- ii. Adaptation of the unit to make it accessible to persons with disabilities;
- iii. Permanent increase in the number of rooms in the unit;
- iv. A more minor increase in energy efficiency per European standards.

The regulation makes clear that a landlord cannot claim an RPZ exemption for making changes to a unit that are already part of their duty to repair and maintain the property.

Evidence from Ireland: stabilizing rent and maintaining supply

Ireland's RPZ policy has been in effect since 2016, which has given analysts ample opportunity to assess it. In short, **this policy has been effective in moderating rents without negatively impacting supply.** Based on market conditions and the success of this program, in 2025 the Irish government announced that would apply RPZs nationwide.¹⁰⁰

In his detailed quantitative analysis of the impacts of the RPZ policy, economist and research professor Conor O'Toole concluded the following:

- ▶ Price growth was reduced between 2% and 5% in Rent Pressure Zones after the introduction of the regulations (e.g., if the rate of annual rent inflation had been 10% without the regulations, it would have been reduced to 5-8% annually with the regulations; O'Toole considers this an "economically meaningful drop").¹⁰¹
- ▶ 62% of Rent Pressure Zones experienced a drop in rent growth rate after being subject to the regulations.¹⁰²
- ▶ No "discernible effect on the supply of new properties in the housing market in Ireland."¹⁰³
- ▶ No "consistent change in rental market registrations (market turnover of tenancies)" as a result of these regulations.¹⁰⁴

An earlier report by the Economic and Social Research Institute had similar conclusions, finding that the regulations resulted in a moderation in the inflation rate of rent by 4% in RPZs overall versus non-RPZs after implementation (e.g., if the rate of annual rent inflation had been 10% without the regulations, it would have been reduced to 6%).¹⁰⁵

In a separate report from the Economic and Social Research Institute, the authors note that the impact on rental increases was a "gradual reduction in the trend growth rate" and a "slow

¹⁰⁰ Government of Ireland, Housing Agency, *Rent Pressure Zones June 2025 Update*, online: <https://www.housingagency.ie/rent-pressure-zones>.

¹⁰¹ O'Toole, C. (2023). Exploring rent pressure zones: Ireland's recent rent control regime. *International Journal of Housing Policy*, 23(4), 712-733 at page 713.

¹⁰² *Ibid* page 723.

¹⁰³ *Ibid* page 714.

¹⁰⁴ *Ibid* page 714.

¹⁰⁵ Coffey, C., Hogan, P. J., McQuinn, K., O'Toole, C., & Slaymaker, R. (2022). *Rental inflation and stabilisation policies: International evidence and the Irish experience* (Research Series, No. 136) at page 32.

moderation.”¹⁰⁶ The authors confirm their findings using modelling to account for confounding economic variables.¹⁰⁷

O’Toole notes that while the regulations were effective in reducing the pace of rent inflation, increases overall remained higher than the allowed percentage. Affordability was improved, but rent inflation was still likely to outpace wage increases. He concludes that this **is primarily an issue with compliance and enforcement**. In short, the policy goal of stabilizing rent and improving affordability was met but would be improved with “stronger and more intrusive enforcement mechanisms and also general awareness campaigns which informs tenants and landlords on their obligations.”¹⁰⁸

Ireland’s residential housing starts have not decreased since the implementation of RPZ policy – to the contrary, there were more than five times as many housing starts in 2024 as there were in 2014.¹⁰⁹ Housing completions are also increasing.¹¹⁰ Under the RPZ system, landlords are still able to profit, but the profit is moderated and closer to (although still higher than) the Consumer Price Index. However, O’Toole also notes that the rent increase cap of 2% was below the rate of inflation at the time of his analysis, and suggests that it may be useful to increase the cap to the rate of inflation in order to address increasing costs of maintenance and upkeep for landlords.¹¹¹

In a 2024 report, the Irish Housing Commission analyzed the RPZ system and also noted that it was effective in stabilizing rent.¹¹² Overall, **the Housing Commission recommends maintaining vacancy control with rents tied to the unit**. It does suggest a change in the way that rent increase caps are set: rather than stabilizing rent using CPI or lower percentage increases (as the RPZ does), it recommends using a “reference rent” in which appropriate baseline rent and increases would be determined for rental housing of similar quality. “Reference rent” would take into account both landlord factors (maintenance costs, interest rates) and tenant factors (household incomes and affordability in an area).

Applying Rent Pressure Zone policy to British Columbia

British Columbia has experienced extreme rent inflation that has far outpaced general inflation and wage rates. As described in detail above, the deleterious impacts of rent inflation include **homelessness and displacement; harmful economic, social and health impacts; and economic**

¹⁰⁶ *Ibid* page 29.

¹⁰⁷ *Ibid* page 50.

¹⁰⁸ O’Toole, C. (2023). Exploring rent pressure zones: Ireland’s recent rent control regime. *International Journal of Housing Policy*, 23(4), 712-733 at page 730.

¹⁰⁹ Government of Ireland, Department of Housing, Local Government and Heritage, *November 2024 Commencements*, online: <https://www.gov.ie/en/publication/0e8e0-november-2024-commencements/> (note that this dataset does not distinguish between construction initially intended for rental and other).

¹¹⁰ Government of Ireland, Department of Housing, Local Government and Heritage, *1.0 New Dwelling Completions*, online: https://public.tableau.com/app/profile/statistics.unit.housing/viz/HousingforAll/0_Overview.

¹¹¹ O’Toole, C. (2023). Exploring rent pressure zones: Ireland’s recent rent control regime. *International Journal of Housing Policy*, 23(4), 712-733 at page 730.

¹¹² Government of Ireland Housing Commission, *2024 Report*, online: <https://assets.gov.ie/static/documents/housing-commission-report.pdf> at page 121.

harm to small businesses and communities when people cannot afford to live in the communities that need their work, and when they have nothing left to spend.

Applying the Rent Pressure Zone approach to B.C. is practical because the government already has access to reliable and geographically specific datasets on rent inflation and vacancy rates through CMHC.

Specifically, the CMHC's Rental Market Report already annually publicizes:

- ▶ Rental vacancy rates for communities over 10,000 people and for Census Metropolitan Areas in British Columbia;
- ▶ Average rents for communities over 10,000 people and for Census Metropolitan Areas in British Columbia; and
- ▶ Year over year changes in rent for "turnover" (new tenant) and "non-turnover" (sitting tenant) units for communities over 10,000 people and for Census Metropolitan Areas in British Columbia, including the average difference in rent between turnover and non-turnover rent in communities with more than 10,000 people.

Required Amendments to the *Residential Tenancy Act*

This approach would require the following amendments to the *Residential Tenancy Act*:

- ▶ To allow the provincial government to **designate Rent Pressure Zones** as required, and specify the basis on which they are doing so in reference to the data available from CMHC;
- ▶ To indicate that tenancies in areas designated as Rent Pressure Zones **would not be permitted further rent increases for a period of two years, and this limit on rent increases would run with the unit, not with the tenant**, from the date of designation; and
- ▶ To specify that geographic areas designated as Rent Pressure Zones **are subject to maximum annual rent increases of 2% or inflation at the provincial level (CPI), whichever is lower**.

Powers to make regulations under the *Act* could be used to designate Rent Pressure Zones alongside the existing determination of allowable annual rent increases under the *Residential Tenancy Act*.

A sample policy on the designation of Rent Pressure Zones, closely following the Irish example, would be as follows:

"A geographic area with a population over 10,000 or a Census Metropolitan Area (CMA) qualifies as a Rent Pressure Zone if, in the past reporting year:

- ▶ The year-over-year increase in average rent in the area (all rental units) at the time of CMHC reporting in the annual Rental Market Report is 7% or higher.

- ▶ Rent in the area is higher than the average rent for the province at the time of CMHC reporting (all rental units).
- ▶ The area has a **vacancy rate of less than 3%** at the time of CMHC reporting.”

Projected impacts on renters: improving affordability and security

If this policy had been in effect since 2016 in British Columbia, the following densely populated urban areas would have been designated as Rent Pressure Zones:¹¹³

Year	Location	Average Increase	Vacancy Rate
2016	No designations		
2017	Kelowna CMA	8.7%	0.3%
	Victoria CMA	7.6%	0.7%
	Vernon	7.5%	1.4%
2018	Abbotsford-Mission CMA	7.6%	0.9%
	Kelowna CMA	8.1%	1.8%
	Campbell River	7.5%	0.6%
2019	Courtenay	11.5%	1.2%
	Campbell River	7.5%	0.4%
2020	No designations		
2021	Courtenay	7.5%	0.3%
2022	Kamloops CMA	7.8%	1.1%
	Kelowna CMA	8.3%	1.3%
	Nanaimo CMA	9.9%	2.2%
	Victoria CMA	7.5%	0.2%
2023	Abbotsford-Mission CMA	7.0%	1.1%
	Chilliwack CMA	9.3%	1.4%
	Kelowna CMA	10.2%	1.3%
	Vancouver CMA	9.5%	0.9%
	Vernon	9.6%	1.6%

Renters faced enormous cumulative rent increases that far outpaced wage gains and inflation, especially in areas with above-average rent increases. This was the case even in areas outside the largest metropolitan centres.

¹¹³ Had the policy been applied, it is less likely any area would have met Rent Pressure Zone criteria in two or more subsequent years, but all instances in which specific areas would have qualified as Rent Pressure Zones are included here for demonstration purposes.

For example, from 2016-2023, a family renting a home in Kelowna faced a cumulative rent increase of **53.6%, on average**. In Victoria, it was **47.5%**. Vernon, it was **41.2%**, and in Courtenay, it was **51.9%**.¹¹⁴

If an RPZ policy had been in effect for this period, those four communities would have seen the following cumulative rent increases over the same time period,¹¹⁵ which are much closer to CPI and would give those families a fighting chance of maintaining housing at a reasonable proportion of their income:

Kelowna: 28.6%

Victoria: 26.4%

Vernon: 31.9%

Courtenay: 29.7%

To put this in context, we can apply these numbers to the example of a family in British Columbia, using census income data.

What Rent Pressure Zones could mean for B.C. families

Our example family is made up of one adult and one child living in Victoria. We assume that the single adult in this family earned approximately 70% of the average household after-tax income for renter families in the Vancouver area.¹¹⁶

In 2016, the after-tax income for this family would have been \$46,900 (67,000 x 0.7), or \$3,908 per month. We assume that they were paying \$1,500 per month for a two-bedroom apartment in Victoria in 2016 (exclusive of additional housing costs such as utilities and communications).¹¹⁷ This household would have paid just over 38% of their take-home income on rent, leaving \$2,408 per month for all other costs.

¹¹⁴ For Courtenay, data were absent for 2022 and the BC average of 6.5% was used in this calculation.

¹¹⁵ In the case of Kelowna, it is assumed that designation would occur in 2017, followed by two years of 1% increases (the allowable increase would be 0%), but as in Ireland, we can assume the average rent increase would still be slightly higher due to noncompliance or exemption, and then two years of 3% increases (again, the allowable increase would be 2% under the policy), and we assume the actual average increase will be slightly higher in low-vacancy environment, followed by a return to 8.3% (actual average rent increase) in 2022. This projection assumes that Kelowna would be designated again in 2022, so the 2023 increase was reduced to 1%.

Victoria would follow a similar pattern with designation in 2017 and again in 2022, and the same assumptions. Vernon would have been designated in 2017 only, and Courtenay would have been designated in 2019.

¹¹⁶ Canada Mortgage and Housing Corporation, *Real Average Household Income By Tenure*, online: <https://www.cmhc-schl.gc.ca/professionals/housing-markets-data-and-research/housing-data/data-tables/household-characteristics/real-average-household-income-after-taxes-tenure>.

¹¹⁷ Canada Mortgage and Housing Corporation, *Rental Market Report Tables*, online: <https://www.cmhc-schl.gc.ca/professionals/housing-markets-data-and-research/housing-data/data-tables/rental-market/rental-market-report-data-tables>, Table 4.2, 2019-2024.

Scenario 1: without a Rent Pressure Zone policy

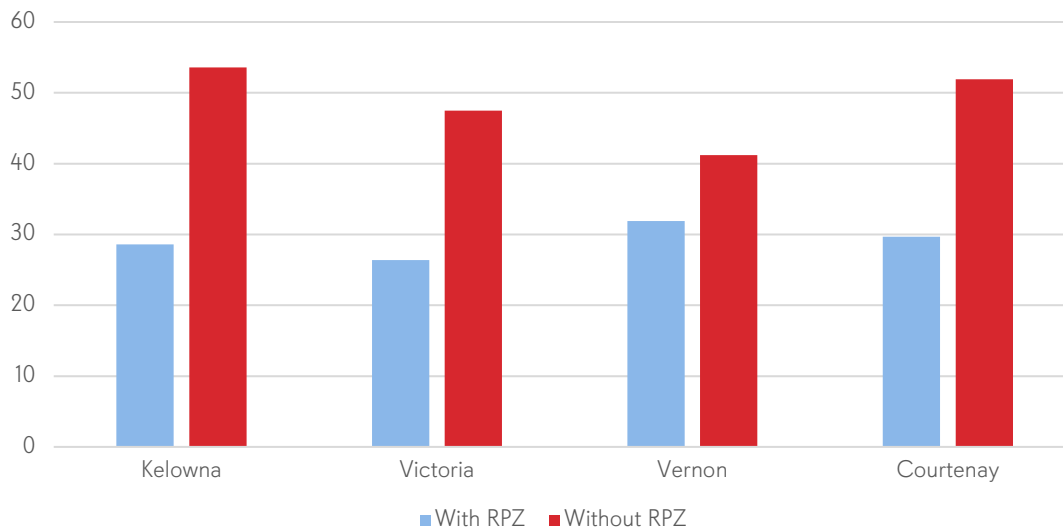
In 2023, the after-tax income for this family would have been \$53,620 ($76,600 \times 0.7$), or \$4,468 per month. Based on the average increases described above, this family's rent would have increased to \$2,212 per month. That would mean they were now paying almost half of their take-home income in rent, leaving only \$2,256 per month for all other costs and resulting in less available income for food, clothing, education, savings, and discretionary spending. A family in this situation would be at increased risk of homelessness or neighbourhood displacement, they would face increased stress, and they would be more vulnerable to additional risks following events such as job loss or serious medical events.

Scenario 2: with a Rent Pressure Zone policy

If an RPZ policy had been in place, this family's rent would still have increased, but in a more sustainable way. With an RPZ policy, their rent would have gone up to \$1,897 by 2023. This would mean their rent would have been about 42% of their take-home income in 2023, leaving \$2,571 for all other costs. Even with rent-stabilizing policies, the proportion of their income paid to rent would have increased from 38% to 42%, but with an RPZ, the increase is more moderate, which would mean less risk homelessness, displacement, and vulnerability to additional negative impacts of poverty.

Implementing a rent stabilization policy would mean B.C.'s 1.6 million renters could count on living in the second scenario, and not the first. Rent could increase, but renter families would be protected from extreme rent inflation and the risks that follow.

Fig. 3.7: Expected Rent Increases (%) (with RPZ) vs. Actual Rent Increases (without RPZ) in Selected Cities, 2016-2023



Rent Pressure Zones allow landlord profit and complement supply-side solutions

For the years under consideration (2016-2023), cumulative general economic inflation in British Columbia was 23.7%. This means that **even with rent stabilization in a Rent Pressure Zone, average cumulative rent inflation would still outpace general inflation and provide a significant profit to landlords in addition to their equity gains.**

Using the Rent Pressure Zone approach would strike a balance, **allowing landlords to profit while limiting the potential for exploitive profiteering in low-vacancy situations and preventing increases in homelessness.** Rent Pressure Zone designation would be informed by objective data-based factors through CMHC datasets already available at the local level in B.C.

Furthermore, this approach is highly complementary to the supply-side solutions already underway: **when new supply is sufficient to raise vacancy rates to what CMHC considers a functional level (3%), then Rent Pressure Zones would not be applicable.** But when vacancy rates sink below this level and rent increases exceed what tenants can be expected to bear (7%), the designation of Rent Pressure Zones serves to protect tenants from exploitative rent increases and removes the incentive for unlawful evictions, both of which have been rampant contributors to the housing and cost of living crises in British Columbia.

Finally, this approach has been comprehensively studied since its 2016 implementation in Ireland. It is clear that there has been a moderation in rent increases, but landlords have continued to enjoy above-CPI rent increases overall, and there has been no discernible effect on supply, as described in detail above.

As such, we recommend that the *Residential Tenancy Act* be amended **to provide for the designation of Rent Pressure Zones in which rent would run with the unit, and not with the tenant (no unlimited increases between tenants)**. Proposed amending language is attached in Appendix A.

This government has taken action to prioritize rental housing supply and to address bad-faith evictions, 2-day evictions, and unreasonable rent increases based on family composition. The amendments we have outlined here provide a blueprint for workable next steps toward the right to affordable, safe, and secure housing for all British Columbians.

Appendix A: Residential Tenancy Act Proposed Amendments

Diversity and Inclusion

The following sections should be added after section 6 (Enforcing rights and obligations of landlords and tenants):

“No pet” and pet fee provisions not enforceable

6.1 A term of a tenancy agreement is not enforceable if it purports to prohibit pets in a rental unit, or to charge a fee for having pets in a rental unit, other than a pet damage deposit as allowed by this Act if the building in which the rental unit is located contains 5 or more rental units and

(a) is not strata-titled, or

(b) is strata-titled with all rental units owned by the same owner.

Terms prohibiting cooling devices and fees for cooling devices not enforceable

6.2 A term of a tenancy agreement is not enforceable if it purports to:

(1) prohibit a tenant’s use or installation of a window or portable air conditioner, fan, or other cooling device

(2) charge a fee for a tenant’s use or installation of a window or portable air conditioner, fan, or other cooling device in a rental unit for which the landlord does not supply a cooling device that is sufficient to maintain a temperature of 26 degrees Celsius or lower

Procedural Fairness at the RTB

Section 44 of the Residential Tenancy Act should be amended as follows:

How a Tenancy Ends

44 (1) A tenancy ends only if one or more of the following applies:

- (a) A landlord applies to the director to end a tenancy in accordance with the Act and the director orders that the tenancy is ended, having considered it necessary, justified, and proportionate to do so with regard to all the circumstances including:
 - (i) The impacts of the order on the parties, including economic, health, social, and cultural impacts;
 - (ii) The risk to the tenant of homelessness or community displacement if an order is granted;
 - (iii) Any specific factors that may put the tenant at risk of negative outcomes from the order, including but not limited to: Indigenous identity, gender, sexual orientation and gender identity, family status, disability status, immigration status, being a person over the age of 65, and being a recipient of income assistance or otherwise of low income;
 - (iv) The best interests of any child directly affected;
 - (v) Any relevant obligations under treaty or domestic and international human rights law, including those governing relationships between government and Indigenous peoples; and
 - (vi) The overall purposes of the Act;

(a) the tenant or landlord gives notice to end the tenancy in accordance with one of the following:

- ~~(i) section 45 [tenant's notice];~~
- ~~(i.1) section 45.1 [tenant's notice: family violence or long term care];~~
- ~~(ii) section 46 [landlord's notice: non payment of rent];~~
- ~~(iii) section 47 [landlord's notice: cause];~~
- ~~(iv) section 48 [landlord's notice: end of employment];~~
- ~~(v) section 49 [landlord's notice: landlord's use of property];~~
- ~~(vi) section 49.1 [landlord's notice: tenant ceases to qualify];~~
- ~~(vii) section 50 [tenant may end tenancy early];~~

(a.1) a tenant gives notice to end the tenancy in accordance with one of the following:

(i) section 45 [tenant's notice];

(i.1) section 45.1 [tenant's notice: family violence or long-term care];

(ii.) section 50 [tenant may end tenancy early];

(b) the tenancy agreement is a fixed term tenancy agreement that, in circumstances prescribed under section 97 (2) (a.1), requires the tenant to vacate the rental unit at the end of the term;

(c) the landlord and tenant agree in writing to end the tenancy, and the agreement was not reached as a result of coercion, undue influence, or misrepresentation.

(d) the tenant vacates or abandons the rental unit;

(e) the tenancy agreement is frustrated;

~~(f) the director orders that the tenancy is ended;~~

(g) the tenancy agreement is a sublease agreement.

Section 46 (Landlord's notice: non-payment of rent) should be removed and replaced by the following:

Landlord's advance notice: non-payment of rent

46 (1) A landlord may give advance notice of nonpayment of rent to a tenant if rent lawfully owing under a tenancy agreement is unpaid on any day after the day it is due.

(2) In order to be valid, nonpayment notice given under this section must use the prescribed form.

(3) The nonpayment notice is void if, before the first day on which the landlord may apply for an eviction order under s. 46.1, the tenant pays the amount lawfully owing.

(4) A nonpayment notice may not be issued with regard to any service or utility unless that service or utility is expressly included in exchange for rent in a written residential tenancy agreement.

The following new sections should be added:

Landlord's application to end tenancy: non-payment of rent

46.1 (1) A landlord may make an application for dispute resolution requesting an order ending a tenancy and an order of possession if:

(a) The landlord has given a nonpayment notice to the tenant under section 46.1; and

(b) The tenant has not paid the amount owing within 15 calendar days of receiving the nonpayment notice.

(2) An application under subsection (1) is void if, before the date of the hearing, the tenant pays the amount owing.

(3) Upon receipt of proof of payment by the tenant, the director must cancel the landlord's application and provide notice to all parties.

(4) In addition to the requirements under section 44(1)(b), the Director may not grant an order ending a tenancy for nonpayment of rent or utilities unless the landlord establishes, on a balance of probabilities:

(a) That the landlord gave advance notice under subsection (1) and

(b) That the tenant has not paid the amount owing before the date of hearing.

(5) The director may not make an order ending a tenancy under this section without assessing alternatives to eviction, including but not limited to:

(a) making an order for the tenant to pay the arrears in full by a specified date

(b) making an order for the tenant to pay the arrears by way of a payment plan

Landlord's order of possession - nonpayment of rent

46.2 (1) If the director makes an order ending a tenancy under section 46.1, the director may grant an order of possession to the landlord.

(2) An order of possession granted under subsection (1) may be effective no earlier than 10 calendar days from day the order is made.

(3) An order of possession issued under this section is void and unenforceable if, before the effective date of the order, the tenant pays the amount owing.

(4) Upon receipt of proof of payment by the tenant, the director must cancel the order of possession and provide notice to all parties.

Section 47 (Landlord's notice: cause) should be removed and replaced by the following:

Landlord's advance notice: cause

47 (1) A landlord may give advance notice of cause to a tenant in the following circumstances

- (a) the tenant is repeatedly late paying rent;
- (b) the number of persons occupying the rental unit on a continuing basis results in a contravention of health, safety or housing standards required by law.
- (c) 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;
- (d) 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;

(2) In order to be valid, advance notice of cause given under this section must use the prescribed form and must provide particulars.

(3) The advance notice of cause is void if, before the first day on which the landlord may apply for an order ending the tenancy under section 47.1, the tenant remedies the situation identified in the advance notice for cause.

The following new sections should be added after section 47:

Landlord's application to end tenancy: cause

47.1 (1) A landlord may make an application for dispute resolution requesting an order ending a tenancy and an order of possession if:

- (a) The landlord has given an advance notice of cause to the tenant under section 47, and
- (b) The tenant has not remedied the situation within 15 calendar days of receiving the advance notice of cause

(2) A landlord may make an application for dispute resolution requesting an order ending a tenancy and an order of possession without providing advance notice of cause if:

(a) 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;

(b) the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property;

(c) 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

(d) 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];

(e) the tenant knowingly gives false information about the residential property to a prospective tenant or purchaser viewing the residential property

(f) the rental unit must be vacated to comply with an order of a federal, British Columbia, regional or municipal government authority;

(g) the tenant has not complied with an order of the direction 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

Landlord's order of possession - cause

47.2 (1) If the director makes an order ending a tenancy under section 47.1, the director may grant an order of possession to the landlord.

(2) An order of possession granted under subsection (1) may be effective no earlier than 1 month from the date the order is made and must be effective 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.

Section 48 (Landlord's notice: end of employment with the landlord) should be removed and replaced by the following:

Landlord's application to end tenancy: end of employment with the landlord

48 (1) A landlord may make an application for dispute resolution requesting an order ending a tenancy and an order of possession with regard to a person employed as a caretaker, manager, or superintendent, if:

- (a) the rental unit was rented or provided to the tenant for the term of the tenant's employment,
- (b) the tenant's employment as a caretaker, manager or superintendent has ended, and
- (c) the landlord intends in good faith to rent or provide the rental unit to a new caretaker, manager or superintendent.

(2) A landlord who is also an employer may make an application to end the tenancy of an employee in respect of a rental unit provided by the landlord to that employee to occupy during the term of employment, if the employment has ended.

The following new sections should be added after section 48:

Landlord's order of possession – end of employment with the landlord

48.1 (1) If the director makes an order ending a tenancy under section 48, the director may grant an order of possession to the landlord.

(2) An order of possession granted under subsection (1) may be effective no earlier than 1 month from the date the order is made and must be effective 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.

Section 49 (Landlord's notice: landlord's use of property) should be amended, as follows:

Landlord's application to end tenancy: 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 siblings or close family members;

"landlord" means

- (a) for the purposes of subsection (32), 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 (43), 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) A landlord may make an application for dispute resolution requesting an order ending a tenancy and an order of possession if the landlord or a close family member intends in good faith to occupy the rental unit full-time for a continual period of at least 12 months.

(3) A landlord that is a family corporation may make an application for dispute resolution requesting an order ending a tenancy and an order of possession 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 full-time for a continual period of at least 12 months

(4) A landlord may make an application for dispute resolution requesting an order ending a tenancy and an order of possession 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) 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, only if there is no viable alternative accommodation available for the caretaker, manager, or superintendent.
- (f) convert the rental unit to a non-residential use.

Rent Stabilization for the 21st Century: Using “Rent Pressure Zone” Policy in British Columbia

The following amendments should be made:

Meaning of “rent increase” Interpretation

40.01 In this Part, “rent pressure zone” means an area prescribed by regulation.

40.02 In this Part, “rent increase” means an increase in rent of a rental unit, and includes an increase in rent between tenancies of a rental unit in a rent pressure zone.

40 In this Part, “rent increase” does not include an increase in rent that is

- (a) for one or more additional occupants, and
- (b) is authorized under the tenancy agreement by a term referred to in section 13 (2) (f)
- (iv) *[requirements for tenancy agreements: additional occupants]*.

Rent increases

41 A landlord must not increase rent except in accordance with this Part.

Timing and notice of rent increases

42 (1) A landlord must not impose a rent increase for at least 12 months after whichever of the following applies:

- (a) if the tenant's rent has not previously been increased, the date on which the tenant's rent was first payable for the rental unit;
- (b) if the tenant's rent has previously been increased, the effective date of the last rent increase made in accordance with this Act.

(2) A landlord must give a tenant notice of a rent increase at least 3 months before the effective date of the increase.

(3) A notice of a rent increase must be in the approved form.

(4) If a landlord's notice of a rent increase does not comply with subsections (1) and (2), the notice takes effect on the earliest date that does comply.

42.1 With respect to the same rental unit in a rent pressure zone, a landlord must only impose a rent increase according to the following:

- (a) following the designation of the rent pressure zone, a landlord must not impose an initial rent increase for at least the first 24 months, and
- (b) after the initial rent increase following the designation of the rent pressure zone, a landlord must not impose a rent increase for at least 12 months since the last rent increase.

Amount of rent increase

43 (1) A landlord may impose a rent increase only up to the amount

- (a) calculated in accordance with the regulations,
- (b) ordered by the director on an application under subsection (3), or
- (c) where the rental unit is not in a rent pressure zone, agreed to by the tenant in writing.

(2) A tenant may not make an application for dispute resolution to dispute a rent increase that complies with this Part.

(3) In the circumstances prescribed in the regulations, a landlord may request the director's approval of a rent increase in an amount that is greater than the amount calculated under the regulations referred to in subsection (1) (a) by making an application for dispute resolution.

(4) [Repealed 2006-35-66.]

(5) If a landlord collects a rent increase that does not comply with this Part, the tenant may deduct the increase from rent or otherwise recover the increase.

The following amendments should be made:

97 (1) The Lieutenant Governor in Council may make regulations referred to in section 41 of the *Interpretation Act*.

(2) Without limiting subsection (1), the Lieutenant Governor in Council may make regulations as follows:

[...]

(n) prescribing calculations for rent increases under section 43 (1) (a) [*amount of rent increase*]

(n.01) prescribing rent pressure zones under Part 3 and calculations for rent increases in rent pressure zones under section 43(1)(a)

(n.1) [Not in force.]

(n.2) prescribing periods of time for the purposes of

(i) the notice period described in section 49 (2) [*landlord's notice: landlord's use of property*], and

(ii) the dispute period described in section 49 (8);

(n.3) to (n.6) [Not in force.]

(n.7) respecting Division 1.1 [*Procedures for Ending Certain Tenancies*] of Part 4, including by prescribing the following:

(i) the provisions in respect of which a generated notice must be used;

(ii) to (vii) [Not in force.]

(o) respecting rent increases, including rent increases in a rent pressure zone, that may be approved by the director under section 69 [*director's orders: rent increases*] on application under section 43 (3) [*amount of rent increase*], including, without limitation,

- (i) prescribing circumstances for the purposes of section 43 (3),
- (ii) prescribing calculations for rent increases under section 69,
- (iii) prescribing rules respecting the application of rent increases under section 69, and
- (iv) respecting the maximum rent increase that may be approved by the director under section 69;

Appendix B: Residential Tenancy Branch Rules of Procedure Proposed Amendments

Rule	Current language	Proposed language
New Rule 3.15.1		<p><u>For the purposes of a tenant's application to cancel a Notice to End Tenancy, documentary and digital evidence that is intended to be relied on by:</u></p> <p>b) <u>the landlord, to justify the Notice, must be received by the tenant and the Residential Tenancy Branch not less than 14 days before the hearing or conference.</u></p> <p>b) <u>the tenant, to cancel the Notice, must be received by the landlord and the Residential Tenancy Branch not less than seven days before the hearing or conference.</u></p>
2.5	<p>To the extent possible, the applicant must submit the following documents at the same time the application is submitted:</p> <ul style="list-style-type: none"> • a detailed calculation of any monetary claim being made; • a copy of the Notice to End Tenancy, when the applicant seeks an order of possession or to cancel a Notice to End Tenancy; and • copies of all other documentary and digital evidence to be relied on in the proceeding, subject to Rule 3.17 [Consideration of new and relevant evidence]. <p>When submitting applications using the Online Application for Dispute Resolution, the applicant must upload the required documents with the application or submit them to the Residential Tenancy Branch</p>	<p>To the extent possible, the applicant must submit the following documents at the same time the application is submitted:</p> <ul style="list-style-type: none"> • a detailed calculation of any monetary claim being made; • a copy of the Notice to End Tenancy, when the applicant seeks an order of possession or to cancel a Notice to End Tenancy; and • copies of all other documentary and digital evidence to be relied on in the proceeding, <u>excluding that to be relied on by a tenant in an application to cancel a Notice to End Tenancy</u>, subject to Rule 3.17 [Consideration of new and relevant evidence]. <p>When submitting applications using the Online Application for Dispute Resolution, the applicant must upload the required documents</p>

	directly or through a Service BC Office within three days of submitting the Online Application for Dispute Resolution.	with the application or submit them to the Residential Tenancy Branch directly or through a Service BC Office within three days of submitting the Online Application for Dispute Resolution.
3.13	<p>Where possible, copies of all of the applicant's available evidence should be submitted to the Residential Tenancy Branch directly or through a Service BC Office and served on the other party in a single complete package.</p> <p>An applicant submitting any subsequent evidence must be prepared to explain why the evidence was not submitted with the Application for Dispute Resolution in accordance with Rule 2.5 [Documents that must be submitted with an Application for Dispute Resolution] or Rule 10 [Expedited Hearings].</p>	<p>Where possible, copies of all of the applicant's available evidence should be submitted to the Residential Tenancy Branch directly or through a Service BC Office and served on the other party in a single complete package.</p> <p><u>Except for evidence related to an application to cancel a Notice to End Tenancy,</u> an applicant submitting any subsequent evidence must be prepared to explain why the evidence was not submitted with the Application for Dispute Resolution in accordance with Rule 2.5 [Documents that must be submitted with an Application for Dispute Resolution] or Rule 10 [Expedited Hearings].</p>
3.14	<p>Except for evidence related to an expedited hearing (see Rule 10) and an additional rent increase for capital expenditures application (see Rule 11), documentary and digital evidence that is intended to be relied on must be received by the respondent and the Residential Tenancy Branch directly or through a Service BC Office not less than 14 days before the hearing or conference.</p> <p>In the event that a piece of evidence is not available when the applicant submits and serves their evidence, the director will apply Rule 3.17.</p>	<p>Except for evidence related to an expedited hearing (see Rule 10) and an additional rent increase for capital expenditures application (see Rule 11), <u>and evidence related to an application to cancel a Notice to End Tenancy,</u> documentary and digital evidence that is intended to be relied on must be received by the respondent and the Residential Tenancy Branch directly or through a Service BC Office not less than 14 days before the hearing or conference.</p> <p>In the event that a piece of evidence is not available when the applicant submits and serves their evidence, the director will apply Rule 3.17.</p>

Where possible, copies of all of the respondent's available evidence should be submitted to the Residential Tenancy Branch online through the Dispute Access Site or directly to the Residential Tenancy Branch Office or through a Service BC Office. The respondent's evidence should be served on the other party in a single complete package.

3.15

The respondent must ensure evidence that the respondent intends to rely on is served on the applicant and submitted to the Residential Tenancy Branch as soon as possible. Except for evidence related to an expedited hearing (see Rule 10) and an additional rent increase for capital expenditures application (see Rule 11), and subject to Rule 3.17, the respondent's evidence must be received by the applicant and the Residential Tenancy Branch not less than seven days before the hearing or conference.

Where possible, copies of all of the respondent's available evidence should be submitted to the Residential Tenancy Branch online through the Dispute Access Site or directly to the Residential Tenancy Branch Office or through a Service BC Office. The respondent's evidence should be served on the other party in a single complete package.

The respondent must ensure evidence that the respondent intends to rely on is served on the applicant and submitted to the Residential Tenancy Branch as soon as possible. Except for evidence related to an expedited hearing (see Rule 10) and an additional rent increase for capital expenditures application (see Rule 11), and evidence related to an application to cancel a Notice to End Tenancy, and subject to Rule 3.17, the respondent's evidence must be received by the applicant and the Residential Tenancy Branch not less than seven days before the hearing or conference.

Appendix C: Residential Tenancy Branch Guidelines Proposed Amendments

	Current language	Proposed language
	<p>3. Fair opportunity to be heard</p> <p>The fair opportunity to be heard is one of the most significant principles of natural justice. It is central to the Canadian legal system. Situations in which a fair opportunity to be heard might be satisfied by adjourning and rescheduling a hearing include:</p> <ul style="list-style-type: none"> • when a matter is complex, and a party requires the help of a lawyer or legal advocate; or • when a party has a language or cognitive barrier or significant medical condition, and their assistant is not able to attend at the scheduled time. <p>In such situations, the party requesting the hearing be adjourned and rescheduled should provide details of the point at which the help was sought, as well as the availability of the assistant.</p> <p>Parties who require an assistant or translator, must ensure they are available for the date and time of the dispute resolution hearing. The arbitrator will not necessarily adjourn and reschedule the hearing if a representative or translator is not in attendance. See Policy Guideline 26: Advocates, Agents and Assistants.</p>	<p>3. Fair opportunity to be heard</p> <p>The fair opportunity to be heard is one of the most significant principles of natural justice. It is central to the Canadian legal system.</p> <p><u>Situations in which an adjournment should be granted to ensure a fair opportunity to be heard include when it is clear a party was not provided an adequate opportunity to prepare their materials through circumstances outside their control. For example, when they did not know or misapprehended their case to meet or the issues at play, were not provided an adequate opportunity to review the evidence from another party, or had an inadequate opportunity to submit evidence, an adjournment is required to provide the party that opportunity and safeguard the fairness of the process. See <i>Xu v Jin</i>, 2025 BCSC 307 at paras 23 and 34, and <i>Athwal v Johnson</i>, 2023 BCCA 460 at para 28.</u></p> <p><u>Other situations in which a fair opportunity to be heard might be satisfied by adjourning and rescheduling a hearing include:</u></p> <ul style="list-style-type: none"> • when a matter is complex, and a party requires the help of a lawyer or legal advocate; or • when a party has a language or cognitive barrier or significant medical condition, and their assistant is not able to attend at the scheduled time. <p>In such situations, the party requesting the hearing be adjourned and rescheduled should provide details of the point at which the help</p>
B.3		

was sought, as well as the availability of the assistant.

Parties who require an assistant or translator, must ensure they are available for the date and time of the dispute resolution hearing. The arbitrator will not necessarily adjourn and reschedule the hearing if a representative or translator is not in attendance. See Policy Guideline 26: Advocates, Agents and Assistants.

4. Possible prejudice to each party

A party might be prejudiced if they are likely to suffer financial loss as a result of the requested delay, or if possession of the rental unit is at issue. In such cases, the possibility of prejudice to one party must be weighed against the fairness of the opportunity to be heard.

4. Possible prejudice to each party

A party might be prejudiced if they are likely to suffer financial loss as a result of the requested delay, or if possession of the rental unit is at issue. In such cases, the possibility of prejudice to one party must be weighed against the fairness of the opportunity to be heard.

The Supreme Court has held that the RTB is required to give effect to the purposes of the Act, including protecting tenants from arbitrary evictions (*LaBrie v Liu*, 2021 BCSC 2486 at para 33). In disputes where eviction is a possible outcome, and the tenant has not had adequate opportunity to review, understand, and respond to the landlord's evidence, arbitrary evictions may result from the RTB's decision.

As such, where eviction is a possible outcome and the tenant has not had the chance to review, understand, and respond to the evidence, this will generally weigh in favour of an adjournment.

Furthermore, any adjournment granted must be sufficient to allow the tenant to review, understand, and respond to the landlord's evidence.

Appendix D: Charts and Findings

Fig 1.2: All Respondents - Homelessness

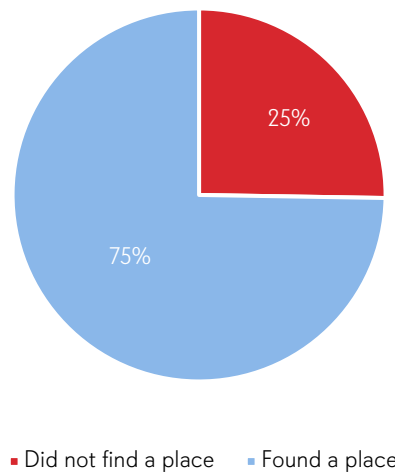


Fig. 1.3: Indigenous Respondents - Homelessness

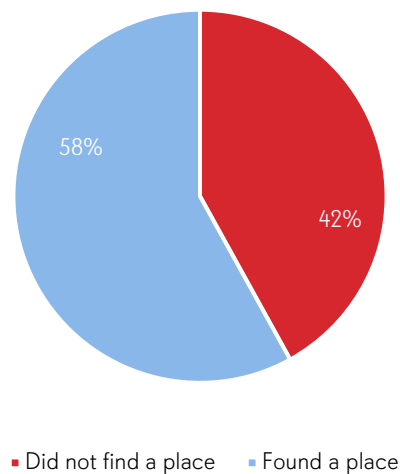


Fig. 1.4: Respondents with Disabilities - Homelessness

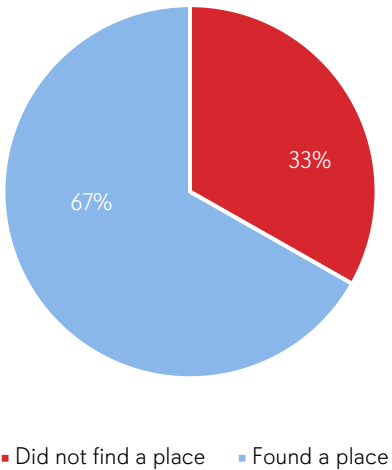


Fig. 1.5: All Respondents - Displacement

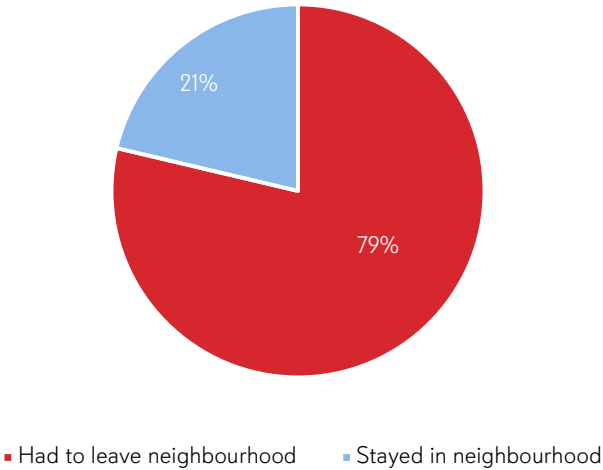


Fig. 1.6: Indigenous Respondents - Displacement

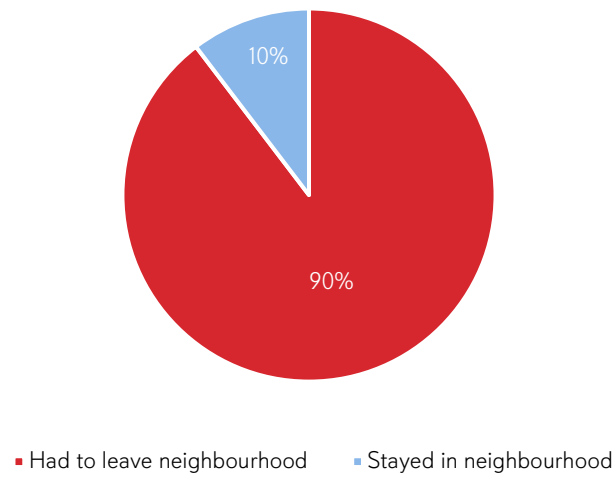
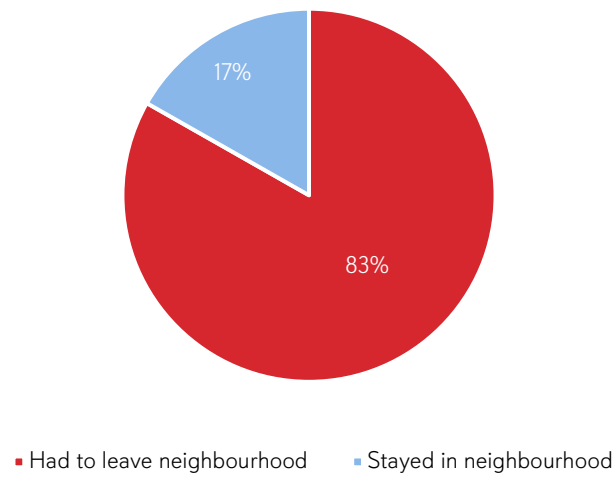
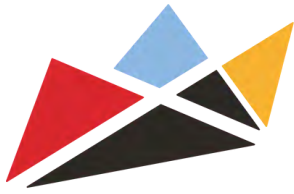


Fig. 1.7: Respondents with Disabilities - Displacement





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