

# THE CORPORATION OF THE DISTRICT OF SAANICH

## BYLAW NO. 10195

### TENANT PROTECTION BYLAW, 2025

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Pursuant to its statutory powers, including Sections 8(3)(g), 63 and 63.2 of the *Community Charter*, and Section 491(11) of the *Local Government Act*, Council of the Corporation of the District of Saanich, in an open meeting assembled enacts the following provisions:

#### PART 1- INTERPRETATION AND APPLICATION

##### Purpose

1. The purpose of this Bylaw is to protect the health and safety of tenants and mitigate the impact of displacement during redevelopment by establishing minimum requirements and obligations for owners of residential property during redevelopment.

##### Definitions

2. In this Bylaw, the following words have the meanings assigned below:
  - a. “Affected tenant” means a tenant of a rental unit that resides in the residential property proposed for redevelopment at the time that the Tenant Protection Development Permit is submitted to the District, and whose tenancy agreement is, or will be, terminated in relation to a proposed redevelopment.
  - b. “Building permit” means a demolition permit or, if no demolition permit is required, a building permit, issued under the District’s Building Bylaw, 2019, No. 9529, as amended or replaced from time to time.
  - c. “CMHC” means the Canada Mortgage and Housing Corporation;
  - d. “CMHC’s average rent” means CMHC’s most recent average market rent for affordable rental units of the same unit size.
  - e. “Comparable replacement unit” means a rental unit with the same number of bedrooms and the same degree of accessibility to the tenant’s existing rental unit;
  - f. “Director of Planning” means the Director of Planning employed by the District and includes any employee authorized to act on that person’s behalf;
  - g. “District” means the Corporation of the District of Saanich;
  - h. “Owner” means an owner of residential property that is the subject of the proposed redevelopment;
  - i. “Redevelopment” means the following:

- i. To demolish residential property for the purpose of constructing a new structure on the parcel on which the property was located;
  - ii. To partially demolish residential property to the extent that one or more rental units within the residential property are completely and irreversibly destroyed.
- j. “Rental unit” includes
  - i. living accommodation rented or intended to be rented to a tenant, and
  - ii. associated common areas, services, facilities and other amenities to which a tenant of the rental unit has access;
- k. “Residential property” means a building or part of a building that is or contains a rental unit;
- l. “ROFR” means a Right of First Refusal;
- m. “TAP” means a Tenant Assistance Plan;
- n. “Tenancy agreement” means a written agreement between a landlord and tenant respecting possession of a rental unit;
- o. “Tenant” means a tenant of a rental unit whose tenancy agreement is terminated in relation to a proposed redevelopment;
- p. “Tenant document” includes
  - i. a TAP,
  - ii. a Tenant Compensation Report, and
  - iii. a TAP Final Report;
- q. “Tenant Protection Development Permit” means a Tenant Protection Development Permit issued pursuant to the District’s Development Permit Area Guidelines within the Official Community Plan, both as amended or replaced from time to time.
- r. “Tenant Relocation Coordinator” means a person who has experience and expertise in performing TRC work;
- s. “TRC Work” includes:
  - i. acting as the single point of contact for communication with tenants and the District on behalf of the owner;
  - ii. assisting owners and tenants with preparing and implementing TAPs;
  - iii. providing early, regular and transparent communication with tenants to explain the tenant relocation process and available benefits;
  - iv. assisting affected tenants with locating and applying for alternate housing, which may include providing lists of comparable units available for rent; coordinating moving logistics, and scheduling; and
  - v. liaising with service providers or other relevant authorities as required for the above purposes.

- t. “Urban Containment Boundary” means the geographic boundary which separates urban from rural land uses as defined in the Official Community Plan Bylaw, 2023, No. 10000, as amended or replaced from time to time.
- u. “Zoning Bylaw” means the District’s Zoning Bylaw, 2003, No. 8200, as amended or replaced from time to time.

### **Application**

- 3. This Bylaw applies to all properties undergoing redevelopment where all of the following requirements are met:
  - a. The redevelopment is within the Urban Containment Boundary;
  - b. The redevelopment will result in the displacement of tenants from five (5) or more rental units.
- 4. Notwithstanding Section 3, this Bylaw does not apply in the following circumstances where the redevelopment is for the purposes of constructing a non-market housing development, as defined by the Zoning Bylaw, 2003.

## **PART 2- REDEVELOPMENT COMMUNICATION AND SUBMISSIONS**

### **Tenant Assistance Plan (TAP)**

- 5. An owner must provide to the Director of Planning a complete TAP in accordance with Section 6, concurrently with applying for the Tenant Protection Development Permit.
- 6. The TAP must be submitted in the form prescribed by the Director of Planning, and include the following information:
  - a. Size and type of residential property undergoing redevelopment, and the number of each type of rental unit within the residential property that will be affected by the redevelopment;;
  - b. A rent roll of affected tenants, including their length of tenure;
  - c. The number of tenants who require additional assistance, as indicated by Additional Assistance forms submitted by the affected tenants pursuant to Section 43;
  - d. A summary of the owner’s proposed assistance, including additional assistance, in accordance with the standards established by this Bylaw;
  - e. A list of affected tenants who have expressed interest in the ROFR option under Section 33 of this bylaw;
  - f. A summary of the communication and engagement to date with affected tenants regarding the redevelopment and tenant assistance;
- 8. If the Director of Planning is satisfied that the TAP meets the requirements of this Bylaw, the Director of Planning must approve the TAP.

### **Tenant Compensation Report**

9. Prior to seeking issuance of a Building Permit, an owner must submit to the Director of Planning for their approval a complete Tenant Compensation Report in accordance with Section 10.
10. The Tenant Compensation Report must be submitted in the form prescribed by the Director of Planning, and include the following information:
  - a. A summary of engagement with affected tenants since the TAP was submitted;
  - b. A summary of assistance offered and provided to affected tenants pursuant to the assistance committed to under the TAP;
  - c. A summary of relocation housing options pursuant to Sections 28 and 29 of this Bylaw, including the option secured (if any) by each affected tenant; and
  - d. A summary of tenant assistance committed to under the TAP that has yet to be provided to the affected tenants.
11. If the Director of Planning is satisfied that the Tenant Compensation Report meets the requirements of this Bylaw, the Director of Planning must approve the Tenant Compensation Report.

### **TAP Final Report**

12. At least 45 (forty-five) days prior to seeking issuance of any Occupancy Permit, an owner must provide to the Director of Planning for their approval a complete TAP Final Report, in accordance with Section 13.
13. The TAP Final Report must be submitted in the form prescribed by the Director of Planning, and include the following information:
  - a. A summary of engagement with affected tenants since the Tenant Compensation Report was submitted;
  - b. A summary of assistance offered and provided to affected tenants pursuant to the assistance committed to under the TAP;
  - c. A list of affected tenants that have exercised a ROFR to a rental unit in the new or renovated residential property; and
  - d. The rent amount being charged to returning tenants that exercised a ROFR.
14. Notwithstanding Section 13, an owner is not required to provide the ROFR information under Section 13(c) and (d) in the TAP Final Report in the following circumstances:
  - a. the owner is not constructing any rental units pursuant to the redevelopment; or
  - b. no affected tenants expressed interest in the ROFR at the time that the TAP was submitted;
15. If the Director of Planning is satisfied that the TAP Final Report meets the requirements of this Bylaw, the Director of Planning must approve the TAP Final Report.
16. The owner must not apply for an Occupancy Permit until the Director of Planning has approved the TAP Final Report.

## **Tenant Documents- Approval, Discretion and Effect**

17. In considering any tenant document for approval, the Director of Planning may require:
- a. Any further information that is reasonably required in order to confirm compliance with the provisions of this Bylaw; and
  - b. That additional assistance is provided to affected tenants who are especially vulnerable, have disabilities, or are otherwise in need of additional assistance.
18. The Director of Planning may waive or modify any requirements in this Bylaw if all of the following conditions are met:
- a. The redevelopment is undergoing rezoning at the time this Bylaw is enacted;
  - b. A Tenant Assistance Plan has been established or is in the process of being developed, in accordance with the District's Tenant Assistance Policy; and
  - c. The property owner provides written confirmation of their commitment to comply with the Tenant Assistance Plan.
19. No owner shall fail to comply with the terms or conditions of any District-approved tenant document.
20. An owner must not provide an affected tenant with a notice of termination of their tenancy agreement pursuant to a redevelopment until after issuance of the Building Permit required for the redevelopment.

## **Communication with Tenants**

21. An owner must ensure all tenants are informed of the redevelopment, and their rights under this Bylaw. This is a continuing obligation throughout the entirety of the redevelopment process.
22. Without limiting the generality of Section 21 above, the owner must meet the following communication requirements:
- a. Prior to submitting a TAP, an owner must provide to the affected tenants the following information:
    - i. A letter outlining the development plans and expected timelines;
    - ii. A summary of the requirements of the Tenant Protection Bylaw;
    - iii. A copy of the "Resources for Tenants" information sheet, as provided by the District;
    - iv. A copy of the draft TAP, for their input;
    - v. An "Additional Assistance" Form, for affected tenants to fill out if additional assistance is required;
    - vi. Contact information, hours of availability, and a description of the role of the Tenant Relocation Coordinator;
  - b. After District approval of the TAP, an owner must:
    - i. Notify affected tenants of the approved TAP within one month of approval, and share with each of them that portion of the approved TAP pertaining to their individual tenant assistance package
    - ii. Provide affected tenants with a written update at least once every four (4) months on the redevelopment's progress and expected timelines.

- iii. Inform all prospective tenants about the planned redevelopment and its timeline before presenting them with a lease agreement.
23. All communications to tenants pursuant to Section 22 must:
- a. be posted in a central location in the residential property that is commonly accessed by all tenants,
  - b. be provided by email or letter to each rental unit, and
  - c. include contact information for the tenant relocation coordinator.
24. Notwithstanding Section 23, communications with personal information about any individual tenants must not be posted in the residential property or shared with anyone besides the affected tenant.
25. An owner must make reasonable efforts to ensure that any tenants requesting support in a language other than English are provided with information in their preferred language.

### **PART 3- TENANT ASSISTANCE**

#### **Tenant Assistance Requirements**

26. An owner must provide the following forms of assistance to each affected tenant:
- a. Relocation assistance pursuant to Sections 28 and 29 of this Bylaw;
  - b. ROFR, pursuant to Section 33 of this Bylaw;
  - c. Moving expenses assistance, pursuant to Section 36 of this Bylaw;
  - d. Rent compensation, pursuant to Section 38 of this Bylaw; and
  - e. Additional assistance, pursuant to Section 43 of this Bylaw.

#### **Relocation Assistance**

27. The owner must hire or appoint a Tenant Relocation Coordinator to perform the TRC Work for the redevelopment.
28. Prior to submitting the Tenant Compensation Report, an owner must, through the Tenant Relocation Coordinator, offer each affected tenant with at least three (3) alternate rental unit options for their consideration.
29. The alternate rental units must meet the following criteria:
- a. Each alternate rental unit must be a comparable replacement unit;
  - b. At least one alternate rental unit be within the same neighbourhood as the current rental unit;
  - c. Each alternate rental unit must be tailored to the affected tenant's needs as much as possible, which may include requirements such as being pet-friendly, accessible, or smoke-free.
  - d. Subject to Section 30, each alternate rental unit must be offered at a rent that is:
    - i. No more than CMHC's average rent, if the affected tenant's current rent is less than such average; or
    - ii. At a rate reasonably comparable to the affected tenant's current rent, if their current rent is more than CMHC's average rent.

30. If the rent rate for any of the three (3) alternate rental unit options does not comply with Subsection 29(d)., then the financial compensation that the affected tenant is entitled to pursuant to Section 38 shall be increased by one (1) month's rent in order to compensate the affected tenant for their loss of affordable rental options.
31. The Tenant Relocation Coordinator shall offer to assist the affected tenants in securing a suitable unit, through assistance such as reviewing application, providing references, and assisting with scheduling.
32. As an exception to the obligation set out in Section 28 of this Bylaw, owners are not required to provide tenant relocation assistance where the affected tenant has communicated to the Tenant Relocation Coordinator or owner in writing:
  - a. The tenant intends to relocate to an area outside of the Capital Regional District; or
  - b. The tenant intends to purchase a home.

### **Right of First Refusal**

33. The owner must offer to all affected tenants the ROFR in priority to other persons to rent a comparable replacement unit in the new or renovated residential property that underwent redevelopment in accordance with this section.
34. At least ninety (90) days prior to applying for an Occupancy Permit, the owner must contact in writing each of the affected tenants who expressed interest in the ROFR with the following information:
  - a. A tenancy agreement for a rental unit in the redevelopment;
  - b. The details of the rental unit type, location, and availability date;
  - c. Notification that the affected tenant has forty-five (45) days to secure the rental unit by providing the signed tenancy agreement to the owner.
35. If offers are made to all affected tenants in accordance with Section 33 but all affected tenants who are interested in exercising the ROFR cannot be accommodated in the new or renovated residential property, tenants will be ranked in priority based on their length of tenure in the residential property prior to redevelopment, with longest tenure being granted rental units first.

### **Moving Expenses and Assistance**

36. For the purposes of moving out of the rental unit for the redevelopment, one of the following two options must be provided to affected tenants, at the discretion of the owner:
  - a. The owner will pay all costs and make all arrangements associated with hiring an insured moving company and moving the affected tenant to another housing unit within the Capital Regional District; or
  - b. The owner will provide flat-rate compensation to the affected tenant for the costs of moving, which is based on the size and rental unit they are leaving as follows:
    - i. Studio/bachelor: \$1,065.00
    - ii. 1 bedroom: \$1,250.00;
    - iii. 2 bedroom: \$1,625.00;
    - iv. 3 bedroom or larger rental units: \$2,050.00.

37. When an affected tenant is exercising their ROFR pursuant to section 33, moving expenses as set out in this Section 36 must be provided for both the move out of the rental unit and the move to return to the residential property.

### **Rent Compensation**

38. An owner must provide all affected tenants with financial compensation in accordance with this Bylaw and the District-approved TAP.
39. The financial compensation that the affected tenant is entitled to is the greater of the following for the compensation period they are entitled to pursuant to Table 1:
- a. The tenant's existing rent as per the date that the TAP is submitted;
  - b. CMHC's average rent.

**Table 1: Compensation Based on Length of Tenancy**

| <b>Length of Tenancy</b> | <b>Compensation equivalent</b> |
|--------------------------|--------------------------------|
| Up to 5 years            | 3 months' rent                 |
| 5-9 years                | 4 months' rent                 |
| 10-19 years              | 5 months' rent                 |
| 20+ years                | 6 months' rent                 |

40. The financial compensation to be provided pursuant to Section 38 may be either of the following, or a combination of both, at the discretion of the affected tenant:
- a. A lump sum payment; or
  - b. Free rent in their rental unit or a comparable replacement unit in the same residential property.
41. If any financial compensation is required under the *Residential Tenancy Act*, that amount must be deducted from the financial compensation owed to affected tenants under this Bylaw, pursuant to Table 1.
42. Any lump sum payment of rent compensation pursuant to Section 38 of this Bylaw must be paid out to the affected tenants within ninety (90) days of Building Permit issuance.

### **Additional Assistance**

43. An owner must provide all affected tenants with an "Additional Assistance" Form, in the form prescribed by the Director of Planning, in which the affected tenants may request additional assistance including but not limited to connecting with relevant service providers, and applying for income or rental assistance.
44. An owner must make all reasonable efforts to provide additional assistance to vulnerable tenants, including but not limited to: elderly tenants, tenants on low or fixed incomes, and tenants living with disability. This includes but is not limited to additional assistance as requested through the affected tenants' submission of the Additional Assistance Form.

## **PART 4- MISCELLANEOUS**

### **Offences**

45. A person commits an offence and is subject to the penalties imposed by this Bylaw, the Ticket Bylaw, and the Offence Act if that person:
- (a) contravenes a provision of this Bylaw,
  - (b) consents to, allows, or permits an act or thing to be done contrary to this Bylaw,
  - (c) neglects or refrains from doing anything required by a provision of this Bylaw, or
  - (d) alters, falsifies, or otherwise misrepresents any information required to be provided pursuant to this Bylaw, including a tenant document. Each day that a contravention of a provision of this Bylaw continues is a separate offence.

### **Penalties**

46. A person found guilty of an offence under this Bylaw is subject to a fine of not less than \$100.00 and not more than \$50,000.00 for every instance that an offence occurs or each day that it continues.

### **Severability**

47. If any provision or part of this Bylaw is declared by any court or tribunal of competent jurisdiction to be illegal or inoperative, in whole or in part, or inoperative in particular circumstances, it shall be severed from the Bylaw and the balance of the Bylaw, or its application in any circumstances, shall not be affected and shall continue to be in full force and effect.

### **Citation**

48. This Bylaw may be cited for all purposes as the "**TENANT PROTECTION BYLAW, 2025, NO. 10195**".

Read a first time this 27<sup>th</sup> day of October , 2025.

Read a second time this 27<sup>th</sup> day of October , 2025.

Read a third time this 27<sup>th</sup> day of October , 2025.

Adopted by Council, signed by the Mayor and Corporate Officer and sealed with the Seal of the Corporation on the 9<sup>th</sup> day of February, 2026.

"Angila Bains"

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Corporate Officer

"Dean Murdock"

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Mayor