

The Corporation of the City of Penticton

Bylaw No. 2026-12

A bylaw to regulate, prohibit and impose requirements in relation to protection of tenants on redevelopment

WHEREAS sections 8 and 63(f) of the *Community Charter* authorize municipalities to, by bylaw, regulate, prohibit and impose requirements in relation to the health, safety or protection of persons or property in relation to rental units and residential property, as those are defined in the *Residential Tenancy Act*, that are subject to a tenancy agreement, as defined in that *Act*;

AND WHEREAS sections 8 and 63(g) of the *Community Charter* authorize municipalities to, by bylaw, regulate, prohibit and impose requirements in relation to the health, safety or protection of persons or property in relation to the protection of tenants of rental units whose tenancy agreements are terminated in relation to a proposed redevelopment;

AND WHEREAS section 260(2)(a) of the *Community Charter* authorizes municipalities to make bylaws for the purposes of enforcing the bylaws of the municipality and to deal with a contravention of a bylaw by prosecution of the offence in accordance with the *Offence Act* R.S.B.C., c. 338;

THEREFORE BE IT RESOLVED that the Municipal Council of the Corporation of the City of Penticton in open meeting assembled hereby enacts as follows:

1. Citation

This bylaw maybe cited for all purposes as the "Tenant Protection Bylaw No. 2026-12".

2. Application

2.1 This bylaw applies to lands designated as "Tenant Protection Development Permit Area" in the Official Community Plan Bylaw No. 2019-08.

3. Definitions

3.1 In this bylaw:

CANADA MORTGAGE AND HOUSING CORPORATION and **CMHC** means the Canada Mortgage and Housing Corporation.

CITY means the Corporation of the City of Penticton.

COMPARABLE RENTAL UNIT means a Rental Unit that:

- (a) includes the same number of bedrooms as the Tenant's Rental Unit prior to Redevelopment;
- (b) is located within the City of Penticton;
- (c) is offered for an amount of rent that is equal to or less than the amount of rent that is equal to average rent for units of the same size (number of bedrooms) within the City of Penticton, as per the most recently published statistics on the CMHC Housing Market Information Portal;
- (d) allows the same number and kind of pets;
- (e) allows the same ages of tenants; and
- (f) meets the same accessibility standards as the Tenant's Rental Unit prior to Redevelopment.

COMMUNITY CHARTER means the *Community Charter*, S.B.C 2003, c.26 as may be amended or superseded from time to time.

COMPLIANCE REPORT means a compliance report in accordance with section 6.6 of this Bylaw.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT means the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165 as may be amended or superseded from time to time.

GENERAL MANAGER OF DEVELOPMENT SERVICES means the person assigned to that position by the City or their designate responsible for acting in their place.

MIDTERM PROGRESS REPORT means a midterm progress report in accordance with section 6.4 Bylaw.

MOTEL means a motel that includes Rental Units that are subject to a Tenancy Agreement.

MOVING EXPENSES means a one-time payment of one-thousand dollars (\$1000.00).

NOTICE OF REDEVELOPMENT means a notice described in section 4.1 of this Bylaw.

OWNER means the registered owner in fee simple of Residential Property that is the subject of a proposed Redevelopment.

PURPOSE-BUILT RENTAL BUILDING means a Residential Property that contains five (5) or more Rental Units that are used for the purpose of providing long-term living accommodation under a Tenancy Agreement.

REDEVELOPMENT means the following:

- (a) to demolish Residential Property for the purpose of constructing a new structure on the parcel on which the property was located; or
- (b) to partially demolish residential property to the extent that one or more Rental Units within the Residential Property are completely and irreversibly destroyed.

REDEVELOPMENT LAND means Land that is subject to a Redevelopment.

RELOCATION ASSISTANCE means assistance to a Tenant as set out in section 5.2.1 of this Bylaw.

RELOCATION SERVICES means the relocation services required to be provided to a Tenant by a Tenant Relocation Coordinator under section 5.2.4 of this Bylaw.

RENT COMPENSATION means the compensation calculated in accordance with section 5.1.2

RENTAL UNIT includes

- (a) living accommodation rented or intended to be rented to a Tenant, and
- (b) associated common areas, services, facilities and other amenities to which a Tenant of the Rental Unit has access.

RESIDENTIAL PROPERTY means a building or part of a building that is or contains a Rental Unit and includes a Motel or part of a Motel.

RESIDENTIAL TENANCY ACT means the *Residential Tenancy Act, SBC 2002, c.78* as may be amended or superseded from time to time.

TENANCY AGREEMENT means a written agreement between a landlord and tenant respecting possession of a Rental Unit.

TENANCY END DATE means the effective termination date of a Tenancy Agreement that is terminated by reason of a Redevelopment.

TENANT means a Tenant of a Rental Unit whose Tenancy Agreement is or will be terminated in relation to a proposed Redevelopment.

TENANT RELOCATION COORDINATOR means an individual that is appointed by the Owner for the purposes of providing Relocation Services and is approved by the General Manager of Development Services in accordance with section 5.2.2 and 5.2.3 of this Bylaw.

TENANT RELOCATION PLAN means a plan in accordance with section 6.2 of this Bylaw.

4. Notice of Redevelopment

- 4.1 Prior to **Redevelopment** of a **Purpose-Built Rental Building**, an **Owner** must, at least four (4) months prior to any **Tenancy End Date**, provide each **Tenant** of the **Purpose-Built Rental Building** with a written **Notice of Redevelopment** which includes:
- a) the **Tenant's End of Tenancy Date**;
 - b) the contact information for the **Tenant Relocation Coordinator** appointed by the **Owner** in accordance with section 5.2.2 of this Bylaw;
 - c) the rights of the **Tenant** under this Bylaw including the right to **Rent Compensation, Relocation Assistance** and **Moving Expenses**.
- 4.2 For the purposes of section 4.1 of this Bylaw, **Notice of Redevelopment** must be provided to each **Tenant** by:
- a) leaving the **Notice of Redevelopment** with the **Tenant**;
 - b) sending the **Notice of Redevelopment** by registered mail to the address of the **Rental Unit**;
 - c) by leaving the **Notice of Redevelopment** in a mailbox or mail slot of the address of the **Rental Unit**; or
 - d) by attaching the **Notice of Redevelopment** to a door or other conspicuous place at the address of the **Rental Unit**.
- 4.3 A **Notice of Redevelopment** that is provided pursuant to:
- a) subsection 4.2(a) of this Bylaw is deemed to have been provided at the time of leaving of the **Notice of Redevelopment**;
 - b) subsection 4.2(b) of this Bylaw is deemed to have been provided on the day that is five (5) days after sending the **Notice of Redevelopment** by registered mail; and
 - c) subsections 4.2(c) or (d) of this Bylaw is deemed to have been provided on the day that is three (3) days after the leaving or attachment, as applicable, of the **Notice of Redevelopment** in accordance with those subsections.

5. Required Assistance to Tenants

5.1 Rent Compensation and Moving Expenses

- 5.1.1 Prior to **Redevelopment of a Purpose-Built Rental Building**, an **Owner** must, at least 30 days prior to any **Tenancy End Date**, provide each **Tenant** of the **Purpose-Built Rental Building** or ensure that each **Tenant** of the **Purpose-Built Rental Building** is provided with the following:
- a) **Rent Compensation**; and
 - b) **Moving Expenses**.

5.1.2 For the purpose of section 5.1.1.a of this Bylaw, the **Rent Compensation** due to a **Tenant** is a lump sum payment in the amount that is equal to three (3) months of the rent that the **Tenant** pays for the **Rental Unit**.

5.2 Relocation Assistance

5.2.1 Prior to **Redevelopment of a Purpose-Built Rental Building**, an **Owner** must provide each **Tenant** of the **Purpose-Built Rental Building** or ensure that each **Tenant** of the **Purpose-Built Rental Building** is provided with **Relocation Assistance** by:

- a) ensuring that the **Tenant** is able to meet with the **Tenant Relocation Coordinator** and receive **Relocation Services** as requested by the **Tenant**; or
- b) entering into a new **Tenancy Agreement** with the **Tenant** for a **Comparable Rental Unit** owned by the **Owner**.

5.2.2 An **Owner** must appoint and provide or ensure the appointment and provision of a **Tenant Relocation Coordinator** who will be available to provide **Relocation Services** to each **Tenant** of the **Owner's Purpose-Built Rental Building** who requests the assistance of the **Tenant Relocation Coordinator**. The **Owner** will only satisfy this section 5.2.2 if the **General Manager of Development Services** confirms to the **Owner** in writing that the appointed **Tenant Relocation Coordinator** meets the requirements set out in section 5.2.3 of this Bylaw.

5.2.3 The **Tenant Relocation Coordinator** shall meet the following requirements to the satisfaction of the **General Manager of Development Services**:

- a) an individual who can demonstrate that they have knowledge of the local housing market and Provincial housing programs.

5.2.4 An **Owner** must ensure that, beginning on the day that is at least four (4) months prior to the earliest **Tenancy End Date** related to the **Purpose-Built Rental Building** and ending on the latest **Tenancy End Date** related to the **Purpose-Built Rental Building**, the **Tenant Relocation Coordinator** is available during regular business hours, five (5) days a week, or such other availability deemed as acceptable by the **General Manager of Development Services**, to provide the following services to each **Tenant**:

- a) meet with the **Tenant** prior to the **Tenant's Tenancy End Date** to assist with finding a **Comparable Rental Unit**;
- b) complete rental applications on behalf of the **Tenant**;
- c) arrange and attend meetings with prospective landlord of any **Comparable Rental Units**;
- d) arrange viewings of any **Comparable Rental Units**; and
- e) assist with transfer of utility accounts to the **Tenant's new Rental Unit**.

6. Tenant Relocation Plan

- 6.1 Prior to **Redevelopment of a Purpose-Built Rental Building**, an **Owner** must provide or cause to be provided a **Tenant Relocation Plan** to the **General Manager of Development Services** in accordance with section 6.2 of this Bylaw.
- 6.2 A **Tenant Relocation Plan** must be in the form specified by the **General Manager of Development Services** and must include the following, to the satisfaction of the **General Manager of Development Services**:
- a) a description of the site where the proposed **Redevelopment** is located;
 - b) a description of the Rental Units prior to the **Redevelopment**;
 - c) a description of the **Redevelopment**;
 - d) the number of **Rental Units** and **Tenants** that will be affected by the **Redevelopment**; and
 - e) a description of how the requirements in this Bylaw will be or have been met.
- 6.3 Once the **General Manager of Development Services** has confirmed in writing that the **Tenant Relocation Plan** meets the requirements in section 6.2 of this Bylaw, an **Owner** must comply or ensure compliance with the **Tenant Relocation Plan**.
- 6.4 An **Owner** must submit or ensure the submittal of a **Midterm Progress Report** to the **General Manager of Development Service** at least two (2) months prior to the latest **Tenancy End Date** related to the **Purpose-Built Rental Building** in accordance with section 6.5 of this Bylaw.
- 6.5 A **Midterm Progress Report** must:
- a) be in the form specified by the **General Manager of Development Services**;
 - b) include the following:
 - (i) a description of how the **Tenant Relocation Plan** has been and will be followed; and
 - (ii) sufficient evidence, as determined by the **General Manager of Development Services**, that the **Tenant Relocation Plan** and the requirements of this Bylaw have been and will be met; and
 - c) be approved in writing by the **General Manager of Development Services** as meeting the requirements on this section 6.5.
- 6.6 An **Owner** must submit or ensure the submittal of a **Compliance Report** to the **General Manager of Development Services** no later than 30 days after the latest **Tenancy End Date** related to the **Purpose-Built Rental Building** in accordance with section 6.7 of this Bylaw.

- 6.7 A **Compliance Report** must:
- a) be in the form specified by the **General Manager of Development Services**;
 - b) include the following:
 - (i) a description of how the **Tenant Relocation Plan** has been followed; and
 - (ii) sufficient evidence, as determined by the **General Manager of Development Services**, that the **Tenant Relocation Plan** and the requirements of this Bylaw have been met; and
 - c) be approved in writing by the **General Manager of Development Services** as meeting the requirements on this section 6.7.

7. Privacy

- 7.1 The **Owner** must ensure that any personal information collected, used, disclosed or stored for the purposes of preparing a **Tenant Relocation Plan**, the **Midterm Progress Report** or the **Compliance Report** must comply with the ***Freedom of Information and Protection of Privacy Act*** and all applicable privacy policies of the Corporation of the City of Penticton.

8. Enforcement

- 8.1 A person who contravenes, violates or fails to comply with any provision of this Bylaw, or who suffers or permits any act or thing to be done in contravention or violation of this Bylaw, or who fails to do anything required by this Bylaw, commits an offence and shall be liable, upon conviction, to a fine of not less than One-Hundred Dollars (\$100.00) and not more than Fifty-Thousand Dollars (\$50,000.00), the costs of prosecution and any other penalty or order imposed pursuant to the *Community Charter* or the *Offence Act* (British Columbia). Each day that an offence against this Bylaw continues or exists shall be deemed to be a separate and distinct offence;
- 8.2 The penalties imposed under this section 8.1 shall be in addition to and not in substitution for any other penalty or remedy imposed by this Bylaw or any other statute, law or regulation.

9. Severability

- 9.1 If any section, subsection, sentence, clause, sub clause or phrase of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Bylaw.

READ A FIRST time this day of , 2026
READ A SECOND time this day of , 2026
READ A THIRD time this day of , 2026
ADOPTED this day of , 2026

Julius Bloomfield, Mayor

Angie Collison, Corporate Officer