

Resident Management Guide

Housing Provider Kit
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RESIDENT MANAGEMENT GUIDE

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Contents

This guide explains the rights and obligations of residents, co-op members and housing providers in affordable housing developments in British Columbia; the resident application and selection process; and resident management policies and procedures.

Affordable Housing in B.C.

- Supports people with low to moderate incomes that are unable to find suitable, affordable housing in the private market
 - Includes all types of housing where the provincial government provides a subsidy or rental assistance
- B.C. has a wide variety of affordable housing programs, with different target populations, resident eligibility criteria, operating requirements, and subsidy arrangements. As a result, approaches to resident management vary as well.

The eligibility criteria for affordable housing include income level and type of household, including families, seniors, and people with disabilities. Some developments offer units where rent is geared to household income, while others have rents that approach or are comparable to prices for rental units in the private market.

In many developments, some form of subsidy is required to make up the difference between what residents can afford to pay for rent and the cost of operating the building. In some cases, BC Housing provides the required subsidy. In other cases, residents with higher incomes may pay higher rents, generating the funds to subsidize those with lower incomes paying lower rents.

1) BC Housing

BC Housing owns and manages more than 7,000 units of affordable housing for families, seniors, people with disabilities, and people who are homeless or at risk of homelessness. We also provide rent subsidies directly to certain residents living in private market units through rent supplement programs.

2) Non-Profit Housing Providers

Non-profit housing societies also own or manage affordable housing developments across the province, and select residents for these buildings. Many housing providers rely on volunteer support to operate their developments. Non-profit societies are landlords governed by the [Residential Tenancy Act \(RTA\)](#) and must adhere to most provisions of the Act.

3) Co-operative Housing Providers

Housing co-ops are jointly owned and managed by the members living there. Co-op members participate in decision making and share responsibility for running the co-op. Members pay a housing charge, similar to rent, for their units. Co-ops are mixed income communities of families, seniors and singles. Some members live in units where their housing charge is geared to income, and others pay a housing charge comparable to market rents. Each co-op has a membership committee responsible

for selecting new members and recommending their acceptance to the co-op Board of Directors or general membership.

Cooperative housing is covered under the [Cooperative Association Act](#) and [Cooperative Association Regulations](#), not the [Residential Tenancy Act](#).

While people living in society-managed housing governed by the Residential Tenancy Act are typically referred to as tenants, and people living in co-operative housing as members, we use the term residents for households living in both non-profit and co-operative housing.



All websites referenced in this guide are listed as an Appendix at the end of the guide, with additional websites of interest.

Residential Tenancy and Co-operative Association Acts

Residential Tenancy Act

Residential tenancy law in British Columbia is primarily governed by the [Residential Tenancy Act](#), (RTA) and its accompanying regulation. The RTA explains the rights and obligations of residents and landlords in *all* rental buildings in B.C., private market and subsidized. Under this legislation, landlords and residents of subsidized housing developments have many of the same rights and responsibilities as their counterparts in the private market.

One of the primary differences from the private market is that rules for rent increases do not apply to subsidized units: residents living in subsidized housing pay no more than a set percentage (usually 30 per cent) of gross household income toward their rent or housing charge (called the Tenant Rent Contribution).

Housing provider directors and staff need to be familiar with this legislation, as the RTA covers tenancy agreements and the relationship between you, as landlord, and each resident.

The RTA and regulation do not apply to:

- Commercial tenancies
- Emergency and transitional housing
- Community care, continuing care and assisted living facilities
- Cooperative housing where the resident is a member of the cooperative

Residential Tenancy Branch

The [Residential Tenancy Branch](#) (RTB) provides landlords and residents with information and dispute resolution services under the RTA. The RTB has produced a number of [online publications](#) explaining residents' and landlords' rights and responsibilities. For example, the [Residential Tenancy Act: A Guide for Landlords and Tenants](#) explains:

- Landlord access
- Resident and guest access
- Resident and landlord responsibility for repairs
- Resident responsibility for paying rent on time
- Landlord-resident dispute resolution
- Resident requirements for providing a notice to end tenancy
- Landlord requirements and circumstances for providing a notice to end tenancy
- Condition inspections

You can obtain information on which forms to use by contacting the [Residential Tenancy Branch](#), or by viewing [sample forms and agreements online](#).

Residential Tenancy Agreement

A residential tenancy agreement is a contract that sets out the terms and conditions the housing provider and resident agree to before the resident moves into a rental unit. The tenancy agreement must be in writing, and be signed and dated by both landlord and resident. Once the agreement is signed, it is final and legally binding, subject to its compliance with the RTA.

Be clear about what is and is not acceptable when negotiating the agreement and ensure the prospective resident understands each term. As landlord, you have some flexibility to set conditions, as long as they meet the provisions of the legislation. Where a tenancy agreement conflicts with legal rights, the terms might not be enforceable. For example, an oppressive or unfair term to either the landlord or resident will be considered legally “unconscionable” and cannot be enforced.

[BC Housing](#) and the [Residential Tenancy Branch](#) have a sample [Residential Tenancy Agreement](#) you can use as a template and adapt for your own needs. Keep in mind different housing programs have different goals, types of residents and rules; the legislation does not apply to all of them in the same way, and tenancy agreements can vary as a result. See the [Program Guide](#) for a list of housing programs and any specific terms that may apply in tenancy agreements.

Material Terms

As the [Residential Tenancy Act: A Guide for Landlords and Tenants](#) explains: a “material term” in a tenancy agreement is so important that any breach of the term may be cause to end the tenancy. For example, late payment of rent, or not providing services like heat and electricity that are included in the agreement, can be cause for ending the tenancy.

Required Terms in a Tenancy Agreement

Although landlords have some flexibility to set conditions in tenancy agreements, the agreement must include the following:

- Legal names of the landlord and resident
- Address and telephone number of the landlord or landlord’s agent
- Address of the rental unit
- The date the tenancy starts
- For a fixed term tenancy, the date the tenancy ends
- The amount of the rent and when it is due
- The list of services and facilities included in the rent
- Signatures of the landlord and resident
- The date the agreement was signed
- Agreed terms for:
 - 1) Security deposit
 - 2) Pets
 - 3) Condition inspections
 - 4) Rent increases

- 5) Assigning or subletting
- 6) Repairs
- 7) Occupants and guests
- 8) Locks
- 9) Landlord's entry into the rental unit
- 10) Ending the tenancy

1) Security Deposits

Collecting security deposits from residents before beginning a tenancy is optional. The RTA allows landlords to collect up to half the monthly rent as a security deposit, even if residents will be paying rent-geared-to-income. You can also charge a one-time pet deposit of up to a half month's rent. Pet deposits can only be used for damage caused by a pet. You cannot require more than one pet deposit, regardless of the number of pets you permit. The maximum combined amount for both the security and pet deposit is one month's rent. A landlord may also ask residents to pay a separate deposit for keys or other items.

Under the RTA, residents must be advised if a security deposit will be required when they sign the tenancy agreement. If the amount of the security deposit is stated in the tenancy agreement and a resident does not pay it, they have breached the terms of the agreement. The RTA says the landlord can issue a *Notice to End Tenancy* at any time for failure to pay the security deposit. However, you first need to notify residents they have breached the terms, and allow a reasonable period for them to comply.

When a resident moves out, you are required to return both the security and any pet deposit, with interest, within 15 days. However, you may be able to use the security deposit to cover the cost of any unpaid rent, damages caused by the resident beyond normal wear and tear, or bills and costs you have to cover if someone moves out without giving proper notice. If the resident does not approve spending the security deposit to cover these costs, you will have to apply for dispute resolution to keep the money. Refer to the [Residential Tenancy Act: A Guide for Landlords and Tenants](#), for information on:

- Retaining or returning security deposits
- Interest rates to pay when returning a deposit
- Handling disputes over deposits

2) Pets

BC Housing encourages housing providers to let residents be responsible pet owners, as evidence shows that physical and mental health are improved with the companionship of a pet. However, housing providers ultimately determine what policy will be applied in their developments.

BC Housing has established pet ownership rules for residents in the buildings we manage. Here's how our pet policy works, as an example:

- People living in most buildings can keep a bird, fish, rabbit, rodent, or one dog or cat (not one of each), as long as the pet doesn't disturb or harm other residents
- Cats and dogs must be spayed or neutered, and residents must register the pet with the housing provider, when they move in or acquire a pet after move in
- Certain breeds of dogs are restricted

- Cats are permitted up to the tenth floor; dogs are permitted up to the fifth floor
- Pets are not allowed in the lounges, laundry rooms, or libraries, unless the animal is a dog trained to assist people with special needs
- Dogs must be on a leash and kept under control in common areas of the building or on the grounds
- Residents are expected to immediately clean up their pets' waste
- Residents must provide a contact that can look after their pet in case of emergency

You can find a sample [Pet Ownership Rules Addendum](#) and [Pet Ownership Registration Approval Form](#), located on BC Housing's website.

For help drafting a pet policy of your own, contact your Non-Profit Portfolio Manager (NPPM), the [BC Non-Profit Housing Association](#) (BCNPHA), or the [Co-operative Housing Federation of BC](#) (CHFBC) for sample policies.

3) Condition Inspections

Condition inspections help protect housing providers and residents. Under Section 23 of the RTA, both parties must inspect the rental unit together; the inspection report outlines the unit condition before the resident moves in and after the resident moves out, when the unit is vacant. You can obtain a sample condition inspection report on the [Residential Tenancy Branch](#) website. Both parties must sign and date the inspection report, and the housing provider must provide the resident with a copy within 15 days.

You must give the resident at least two opportunities to complete the condition inspection. If the resident does not participate on either occasion, you have to complete the report without the resident, and are still responsible for giving the resident a copy within 15 days. If you have complied with Section 23 of the RTA, and the resident does not take part in a condition inspection, the resident loses the right to dispute any damage, and may lose the right to the return of the security or pet damage deposit.

4) Rent Increases

RTA regulations exempt rental units from the maximum annual rent increase requirements in developments where:

- The amount a resident contributes toward their rent (Tenant Rent Contribution) is related to the resident's income (rent-geared-to-income or RGI)
- BC Housing, a non-profit society, a municipality or a public housing corporation operates the development

In these units, you can increase the Tenant Rent Contribution (TRC) by more than the RTA limit – regardless of whether the TRC is capped at a specific amount like market rent. This term should be explicitly stated in the tenancy agreement, and you should ensure the resident understands it. See the [Rent Calculation Guide](#) for more information on calculating the TRC for residents paying rent-geared-to-income.

Some housing programs establish a specific number of market rent units in the building, where rent is at or comparable to local private market rents. Even though an incoming resident is required to have a household income below a certain level, rent in these units is not set according to their income. In addition, if a resident in a market rent unit has a change in household income, the amount of rent they pay will not automatically change. As a result, housing providers with market rent units have to adhere to the RTA rent increase limits.

5) Notice of Rent Increases

You do not have to give RGI residents three months notice of a change in their Tenant Rent Contribution (TRC), because their rent is based on household income. This applies even when the TRC is capped at a maximum amount. If the maximum rent increases, any applicable rent subsidy may also increase, depending on the resident's household income.

However, you are required to give residents in market rent units three months written notice of a rent increase. Rent increases for these residents cannot be more than the limit permitted by the RTA.

Before considering an increase in rents, check the operating agreement to determine whether BC Housing approval is required, and contact the [Residential Tenancy Branch](#) to find out the maximum rent increase allowed in the current year.

6) Assigning or Subletting

Given the eligibility requirements for social housing, residents are not permitted to assign or sublet their units. Ensure the tenancy agreement specifies:

- Only the resident may use the rental unit as their residence
- The landlord will withhold consent for the resident to sublet the rental unit in whole or in part, or to assign the tenancy agreement or any right under it

7) Repairs

Both the housing provider and the resident are responsible for repairing, maintaining and servicing the unit.

The resident is responsible for:

- Repairing any damage that they, their guests or pets cause, even if caused by an accident
- Keeping the rental unit in a condition that meets health and cleanliness standards
- Contacting the housing provider as soon as possible if a serious repair is needed

The housing provider is responsible for:

- Maintaining the building and property to health, safety and housing standards
- Maintaining reasonably comfortable living conditions in the building
- Overseeing repairs for serious problems
- Ensuring emergency contact information is posted in a visible place in the building, or providing residents with the information in writing

8) Occupants and Guests

The housing provider cannot:

- Unreasonably restrict access to the unit
- Make rules that would limit a person's ability to enter the unit
- Charge a fee for overnight guests
- Make rules that restrict residents from having guests, such as "no guests after 10 p.m." or "no overnight guests"

9) Locks

You must provide each resident with a key to the building and the unit at no cost, and change the locks at the beginning of the tenancy if requested by the resident.

A resident must not change locks on their rental unit without the housing provider's written permission.

10) Giving Notice to Enter Suites

Under the RTA, landlords are required to give residents at least 24 hours and not more than 30 days written notice when they need to enter a unit (see the [Residential Tenancy Act](#) for details). This notice should explain the reason for access, the time of entry, and how long the work will take. Plan to complete work between 8 a.m. and 9 p.m., unless residents agree to another time. The RTA also permits landlords to enter a unit without notice if:

- There's an emergency such as a fire, flooding or burst pipes
- People are at home and agree to entry
- Residents have abandoned the unit
- Residents agreed to let you in for a specific reason, not more than a month earlier
- You have an arbitrator or court order to enter the unit

11) Ending a Tenancy

The most common reasons for ending a tenancy include:

- Rent has not been paid
- Rent is habitually paid late
- The resident demonstrates violent or threatening behavior to the landlord or other residents
- There is excessive damage to the unit
- Breach of a material term of the tenancy agreement
- The resident does not comply with the requirement to provide proof of income to demonstrate eligibility for subsidy, and therefore ceases to qualify for the subsidized rental unit
- The resident otherwise ceases to qualify for the subsidized rental unit

As a resident's circumstances may change over time, their eligibility is reviewed periodically. Residents who no longer meet eligibility requirements cease to qualify for subsidy. For example, a resident may no longer be eligible for rent subsidy if their income rises above a certain level, they become overhoused, or fail to properly declare income and assets as required.

Section 49.1 of the [Residential Tenancy Act](#) states: "a landlord may end the tenancy of a subsidized rental unit by giving notice to end the tenancy if the resident or other occupant, as applicable, ceases to qualify for the rental unit." A notice under this section must end the tenancy no earlier than two months after the resident receives the notice, unless the resident agrees in writing to an earlier date.

Other reasons for ending a tenancy are unpaid rent or habitually late rent payments. For unpaid rent, you can serve a ten-day *Notice to End Tenancy*. For breach of a material term of the tenancy agreement, you can issue a warning letter, followed by a *One-Month Notice to End Tenancy*. If a resident who usually pays on time calls ahead to arrange a late payment because of financial difficulties one month, you may be able to work out an alternative date for payment with that resident.

If someone disputes a notice to end their tenancy, you may be required to attend a hearing with a

dispute resolution officer of the RTB. After hearing the evidence, the dispute resolution officer will make a ruling that is binding on both parties. If the ruling is to end the tenancy, the officer will issue an order of possession that you must provide to the resident. This notice will give the resident a certain number of days to move out of the unit; however, the resident is not required to move if they apply for a ruling review. If the resident does not move out and has not appealed the decision, you will have to go to the Supreme Court to obtain a Writ of Possession, which can be given to a bailiff to remove goods from the unit. You will be required to pay a fee before the bailiff will act on the writ. Visit the [Residential Tenancy Branch](#) website to get the [Writ of Possession form](#).

For more information on the dispute resolution process, contact the [Residential Tenancy Branch](#). In addition, the [BC Non-Profit Housing Association](#) offers a workshop for non-profit societies on handling the arbitration process.

Additional Terms

Housing providers and residents can agree to include other terms in the tenancy agreement, as long as those terms comply with the law, are written in the agreement, and are clear and easily understood. Other terms may include:

- 1) Whether smoking is permitted in the unit or on the premises
- 2) Whether parking is included
- 3) A crime free housing addendum
- 4) A dispute resolution process

1) Smoking

We encourage housing providers to consider the feasibility of smoke free buildings. Eighty-five per cent of British Columbians are non-smokers, so creating smoke free buildings, or smoke free floors within buildings, makes sense to provide a healthier, safer environment for residents, staff and service personnel. The benefits of a smoke free environment include:

- Reduced danger of fires
- Reduced exposure to second-hand smoke
- Reduced maintenance expenses

Under the Tobacco Control Act, smoking is prohibited in the following areas of apartment buildings:

- All common areas including hallways, lobbies, amenity spaces, laundry rooms, elevators, underground parking garages, etc.
- Within three metres of common area building entrances, common area opening windows and building air intakes; six metres in the City of Vancouver

Please note that [WorkSafe BC's](#) regulations say an "airing out" period must occur in units housing smokers, before building staff or contractors can enter the unit.

For more information on how to go smoke free at your building, visit the [Smoke-Free Housing BC website](#). To help your building go smoke free, a sample smoke free addendum is available on BC Housing's website.

2) Parking

We recommend housing providers include parking policy clauses in a tenancy agreement or addendum, and advise residents of the parking regulations when they sign the document. Here are some sample clauses that can be used in tenancy agreements:

If parking is unavailable:

- The landlord is not responsible for providing parking spaces for residents

If parking is available:

- Residents may park operational, licensed and insured vehicles only
- Residents must obtain the landlord's prior written consent to park full-sized trucks, recreation vehicles, commercial vehicles, boats or trailers
- Residents must remove any vehicle leaking oil or other fluids, or any vehicle without valid insurance
- Guests may park only in designated visitor parking areas
- The landlord may tow away, at residents' sole risk and expense, any vehicles improperly parked, or parked in a manner contrary to this agreement

Housing developments typically use one of these two parking arrangements:

- *Unassigned parking* – Residents and guests can park in any spot in the parking areas
- *Assigned parking* – Resident's vehicle(s) are registered and assigned their own parking spot(s)

Post signs at each development stating that unauthorized vehicles will be towed away at the owner's expense and the location where they'll be towed. The towing company will let you know if they can post signs. Check with municipal authorities to ensure your parking rules and signage language conform to legal standards and bylaws.

Visit BC Housing's website for a [sample parking rules addendum](#).

3) Crime Free Housing Addendum

You can include a [Crime Free Housing Addendum](#) to the tenancy agreement. This addendum gives you the ability to issue a notice to end the tenancy, if a resident or their guest engages in criminal activity on the property.

4) Dispute Resolution

We encourage housing providers and residents to try to resolve disputes on their own. The Residential Tenancy Branch publishes a guide called [Landlord and Tenant Fact Sheet – Resolving Disputes on your Own](#).

In cases where landlords and residents are unable to resolve a dispute, either party may apply for dispute resolution through the Residential Tenancy Branch. For information on dispute resolution policies and procedures, see [Chapter 4: Policies and Procedures](#).

Co-operative Association Act

A housing co-operative, or co-op, is an incorporated, non-profit association that owns housing for its members. The people who own and live in a housing co-op are called “members.” The members are people who want to live in a mixed-income community where they have a voice and a vote in decisions affecting their housing. Co-ops have both subsidized and non- subsidized forms of housing. Non-profit housing co-ops receive money from the government (federal or provincial) to help house some low-income members. The housing charge (equivalent to rent) for these units is adjusted to the household’s income, about 30 per cent of their gross household income. Other members pay a housing charge close to market rates.

Co-ops are incorporated under the BC [Co-operative Association Act](#) and people living in collectively owned units in housing co-ops are covered by the Act and [Co-operative Association Regulations](#).

Rather than signing a tenancy agreement, co-op members sign an equivalent form called an occupancy agreement and are subject to the co-op’s rules. Members are not tenants, so the [Residential Tenancy Act](#) does not apply to them. Together, members own their housing jointly and control the governance and management of the housing co-op. This means that members can live in their homes for as long as they wish, as long as they follow the rules of the co-op and pay the housing charge.

Handling Terminations in a Co-op

The co-op’s rules may include provisions for member termination and terminating residency if membership ends. Co-op directors must call a meeting to vote on the termination, and three quarters of *all* directors (not just the directors present at the meeting) have to vote in support. The co-op member must receive seven days written notice of this meeting, along with a statement outlining the grounds for terminating the membership. The co-op member is entitled to make a submission to the meeting, as well as to appear and speak at the meeting.

If the termination is approved, the affected individual has seven days to deliver a notice of appeal for the next membership meeting. A person whose membership is ended is entitled to a refund of any co-op shares invested, minus any money they owe to the co-op.

A co-op occupant who voluntarily terminates their membership may still be entitled to live in the co-op, if the co-op’s rules allow occupancy in this situation. However, when a co-op ends someone’s membership for cause, their occupancy agreement also ends.

The process for terminating a membership in a housing co-operative is explained in more detail in the [Co-operative Association Act](#) and in a co-op’s rules. Before starting the termination process, we suggest you seek legal advice or consult the [Co-operative Housing Federation of BC](#).

Eligibility criteria for applicants vary among different housing programs, and will be detailed in your operating agreement with BC Housing.

All operating agreements for subsidized housing contain anti-discrimination clauses, which vary slightly, but in general prohibit discrimination on the basis of race, religion, place of origin, gender or marital status. In addition, the [Residential Tenancy Act](#) states that landlords cannot discriminate against residents or prospective residents based on the source of their income. However, eligibility criteria are permitted to target specific populations an organization is mandated to serve.

Once the eligibility criteria are set, you will need to establish policies and procedures for managing applications at your development(s). Additionally, the resident selection process for available units must meet the requirements of your operating agreement. The process should be easy to administer and explain to applicants.

Applications

Some operating agreements require housing providers to select residents from a specific source—such as The Housing Registry or the Supportive Housing Registration Service—while others can implement their own application process.

Regardless of the application process, all applicants need to understand:

- How the application process works
- How people qualify for housing (eligibility criteria)
- How applicants are selected for available units
- The features of the housing they are applying for (bedroom sizes, stairs vs. elevators, etc.)
- How to keep their application up to date

The Housing Registry

The [Housing Registry](#) database centralizes access to affordable housing for applicants and reduces duplication among housing providers. Applicants submit a single application form for subsidized housing in any development managed by Housing Registry members, eliminating the need for providers to develop an application process or maintain an applicant list. Applicant information and housing choices are entered into a centralized, secure database, managed by BC Housing.

When a vacancy occurs, registry members have immediate access to applicant information via a secure internet site, and can pull up a list of all applicants waiting for a specific housing development and unit type. Housing providers then follow their established applicant screening and resident selection processes.

Membership in The Housing Registry is free. The registry was developed by BC Housing, BCNPHA, CHFBC, housing providers, municipalities and other community-based organizations. For more information, visit the [Housing Registry Website](#).

Supportive Housing Registration Service

The Supportive Housing Registration Service provides a single point of access for supportive housing funded by BC Housing. This service matches applicants at risk of homelessness or transitioning from homelessness with housing and support services designed to meet their housing and health needs. Applicants have to register only once, rather than registering with multiple housing providers. For more information, visit the [Supportive Housing Registration Service](#) website.

The [Maintaining Housing Guidebook](#) has information for housing providers running emergency shelters and homeless outreach to help clients find and maintain housing in the private market.

Other Options

If your operating agreement does not require you to use The Housing Registry or Supportive Housing Registration Service, you can create your own application process. In this case, ensure applicants complete an application form that gathers the necessary information to determine if the household meets eligibility criteria for the development, and any additional information required by your resident selection process.

When establishing procedures for managing applications, consider:

- Where to store hard/electronic copies of applications
- Who will have access to applicant files
- Whether a database is needed to track applicant information
- How to keep applicant files up to date
- How obsolete files will be destroyed

Resident Selection

Your criteria for selecting residents will determine the priority order for allocating housing to eligible applicants. Selection criteria should:

- Be applied consistently to all applicants
- Target local housing needs
- Be objective, documented and defensible
- Be non-discriminatory and meet the legal requirements of the [Canadian Human Rights Act](#), the [BC Human Rights Code](#), the [Residential Tenancy Act](#), and the [Co-operative Association Act](#)
- Meet the requirements of your operating agreement
- Be made available to applicants who inquire about the resident selection process

Sample selection methods include:

- [Point score method](#) (Sample available on BC Housing's website)
- Category of housing need
- Chronological (first come, first serve)
- Modified chronological:
 - Combination of application date and point score

- Combination of application date and category of housing need

To find out how other organizations select residents, contact the [Co-operative Housing Federation of BC](#) or the [BC Non-Profit Housing Association](#) for ideas.

In addition, consider core housing need, non-RGI residents, national occupancy standards, shared custody arrangements, and live-in caregivers for people with disabilities, when you select residents for an available unit.

1) Core Housing Need

Core housing need is a national standard used to determine eligibility for subsidized housing. People with incomes that fall below a set amount are said to be in core housing need.

BC Housing produces annual [Housing Income Limits](#) (HILs)¹ for each community, based on figures released by [Canada Mortgage and Housing Corporation](#) (CMHC). HILs set maximum income levels for different size units in different areas of the province. Below these income levels, it's difficult for people to find uncrowded housing in good repair, without spending more than 30 per cent of their income for rent. Consequently, these incomes represent the most people can earn and still qualify for subsidized housing.

For example, if a family's gross monthly income is \$2,500 (or \$30,000 annually) and they need a three-bedroom unit, this family could afford to spend \$750 per month on rent, which is 30 per cent of income. If rents for this size unit are higher than \$750 a month, this family would be in core need.

In subsidized housing built after 1986 with RGI units, households must have incomes at or below the HILs for their area. You can find the HILs tables on the [BC Housing website](#).

2) Non-RGI Residents

Many housing developments have non-RGI units (also called market units), where some households pay rents that are near or comparable to prices for rental units in the private market. The eligibility criteria for non-RGI units include a range of household income ceilings, depending on the housing program the building was developed under.

For a list of housing programs with non-RGI residents, see the [Program Guide](#).

3) National Occupancy Standards

When selecting residents for an available unit, most operating agreements require you to use CMHC's National Occupancy Standards, which state:

- No more than two and no less than one person per bedroom
- Couples share a bedroom
- Parents do not share a bedroom with their children
- Dependent people aged 18 and older do not share a bedroom
- Dependents of the opposite gender aged five and older do not share a bedroom

Exceptions to Occupancy Standards

Sometimes it may be necessary to temporarily waive these standards. For example, you may need to over-house a family (more bedrooms than necessary) to fill up vacant units you cannot otherwise rent.

¹ These were formerly called Core Need Income Thresholds (CNITs).

Or you may need to under-house a family (fewer bedrooms than necessary), if you do not have an appropriately sized unit available. In either situation, include an addendum to the tenancy/residency agreement, so residents understand and agree that they may be required to move to an appropriately sized unit when one becomes available.

4) Shared Custody Arrangements

Establish policies to address shared custody arrangements. Keep in mind that BC Housing does not provide subsidy for an extra bedroom for a child who does not reside with the parent(s) at least 40 per cent of the time.

5) Live-in Caregivers for Disabled Residents

If a disabled resident requires a full-time live-in or overnight caregiver, verification is required in writing from the Ministry of Health. When confirmation is received, place the resident in a unit with an additional bedroom for the caregiver.

Housing providers need resident management policies and procedures to ensure residents are treated in a fair, consistent manner. The [BC Non-Profit Housing Association](#) and [Co-op Housing Federation of BC](#) can help. Visit their websites for more on the [BCNPHA Policy Template Guide](#) and [CHF BC's policy workshops and resource materials](#).

Resident Engagement

Housing providers can develop practices to help residents feel a sense of community. For example, set up social events to give residents an opportunity to get to know each other. Have staff and board members attend. You can also promote resident engagement by:

- Welcoming new residents to the building
- Timing social events so everyone can attend
- Making events accessible for residents with special needs, and helping them get to meetings and events if necessary
- Arranging free babysitting for important meetings
- Addressing residents' safety concerns
- Ensuring residents are notified well ahead of time for planned maintenance, such as elevator repair or common area painting
- Using signage and notifications with large print for seniors and the visually impaired
- Soliciting feedback from residents

Certain groups—seniors, people with physical or developmental disabilities, mental health and/or substance use issues, or women and their children fleeing violence—may need more support to help them sustain the tenancy and develop relationships with their neighbours. These residents may be especially interested in activities that maintain wellness and increase their sense of security.

Rent Collection and Arrears

Housing providers are required to establish fair, consistent rent collection and arrears policy and procedures are required to:

- Ensure resident rent is paid on time
- Prevent evictions for late payment or non-payment of rent
- Maintain cash flow
- Provide the documentation needed to justify an eviction or termination if one becomes necessary

The policy should outline:

- When the rent is due and the method of payment
- What to do if the resident is unable to pay the rent on time
- What will happen if the resident does not pay the rent on time

When a new resident moves into the building, explain:

- The importance of paying rent on time
- When you will initiate the process to end a tenancy for late payment of rent

Refer to the [Financial Management Guide](#) for more information on developing an arrears process. If you have any questions, please call your BC Housing NPPM.

Over-housing

You also need a policy and procedures to handle over-housed cases in a fair, consistent way. Over-housing can occur when a family member leaves a household, making the unit too large for the number of people living there, based on [National Occupancy Standards](#). Inform residents of the over-housing policy and the expectation that, in the event of over-housing, they must agree to move to a suitable sized unit when one becomes available, as a condition of ongoing subsidy.

Market Units

Housing providers with market units need to determine if you wish to resolve over-housed cases through transfers, or if you will allow over-housing in market units.

Subsidized Units

According to Section 49.1 of the RTA, when a tenant is no longer eligible for subsidized housing, the housing provider can issue a minimum *60-day Notice to End Tenancy*. Over-housed residents in subsidized units are considered “no longer eligible,” as they do not qualify for the size of the unit they occupy.

Most over-housed residents still meet basic eligibility requirements for subsidized housing; ending a tenancy may create hardship and simply result in these residents immediately reapplying for subsidized housing. Consequently, BC Housing will continue to provide subsidy if the housing provider applies the over-housed policy and remaining resident(s) have agreed to transfer to another unit with the correct number of bedrooms when one becomes available. You have to confirm the resident has been placed on an internal transfer list, and/or has submitted an application for transfer to The Housing Registry.

Housing Registry applications for over-housed cases will be considered as long as the household still meets basic eligibility criteria for subsidized housing. The resident has to complete a transfer request and select a minimum of three developments with suitable sized units. In rural areas with fewer than three developments, this requirement can be waived. If demand for housing in an area is high, in order to maximize limited available subsidized units, households may need to consider moving to another community if they wish to remain in subsidized housing.

If a resident is over-housed, but is not willing to work with you to move to an appropriate sized unit, they no longer meet the eligibility criteria for the subsidized unit, and the tenancy should be ended.

Developments with a mix of RGI and market units offer another option for some residents, if your policy allows over-housing in market units. You can issue a *60-day Notice to End Tenancy* for the over-housed household in the RGI unit, and extend an offer to enter into a new market rent tenancy agreement for the same unit, thereby converting the unit from RGI to market, and allowing the resident to remain in the unit paying market rent.

When children move out, leaving a single parent alone in a family unit, The Housing Registry will make an exception to the eligibility requirements for family developments, provided the parent meets the following criteria:

- Has lived in the unit for at least one year before the children left; and
- Is 45 or older; or
- Is under 45 and receives a disability pension

Children Who Are Temporarily Absent

If a resident is involved in a custody dispute or working with the ministry responsible for child apprehensions to have their children returned, they can remain over-housed for up to six months to avoid jeopardizing the opportunity to have the children at home. Rent is charged as if the children were living there. After six months, additional documentation must be obtained to find out if and when the children are expected to return. At this point, the decision whether to allow the resident to remain over-housed should be on a case-by-case basis.

Under-housing

Develop a policy and procedures to handle under-housed cases as well, and inform residents of the process. Under-housing can occur when additional residents join a household, making the unit too small for the number of people living there, according to [National Occupancy Standards](#).

Outline the circumstances where a transfer to a larger unit will or will not be considered. For example, you could include the following situations for a transfer to a larger unit:

- A resident living in a bachelor unit applies for a transfer to a one-bedroom when entering a spousal relationship
- Birth of a child/children
- Adoption or transfer of guardianship of a child/children
- Providing care for a minor child through the [Ministry of Children and Family Development's Extended Family Program](#)

Note: A child who resides in a subsidized unit at least 40 per cent of the time is considered a member of the household when determining appropriate unit size.

Common Areas

Common/Recreation Rooms

Some sites have common rooms individuals and resident groups can use for special events, recreation and meetings. It's important to develop a policy for using the common rooms to set conditions like:

- Activities should be for the primary benefit of residents
- Residents are responsible for ensuring safe and reasonable use of all common areas by household members and guests
- Individuals or groups of residents should not be restricted from using common areas at the site unless the date conflicts with a previously scheduled event

- Common areas are not rented to external groups, unless the housing provider gives approval, to ensure residents have first priority for using the space
- A list of activities the common room can be used for and how residents access the room
- Requirements for cleaning/maintenance, noise, damage deposits and hours of operation

Usually a housing provider signs an agreement with the group wishing to rent the space to cover these terms. Visit BC Housing's website for a sample [Space Use Agreement](#).

Outdoor Areas and Playgrounds

The [BC Non-Profit Housing Association](#) has developed sample policies for outdoor areas in its [Policy Template Manual](#) that include:

- Recognize that play is an important activity for children and encourage children to play safely, with regard for the privacy of other residents
- Prohibit play in the garage, driveways or internal roadways of the development
- Designate areas for certain types of play or age groups, or as passive areas, in house rules
- Walk adult-size bicycles on sidewalks within the development
- Ban skateboarding and rollerblading on the grounds, or restrict these activities to specified areas
- Prohibit excessive noise, such as loud parties, stereos or yelling, in outdoor areas
- Ensure parents are responsible for supervising their children, and toys and games are not left outside in common areas
- Make residents responsible for their children and guests' actions
- Assign responsibility for paying damages to anyone caught vandalizing property

Resident Supports

From time to time, residents might need additional support to deal with health or other concerns for themselves or family members. Ensure you have a policy to address these types of situations; for example:

- A resident who asks to have a sick relative or friend move in for a few months so the resident can care for them. In these situations, BC Housing will not subsidize an extra bedroom.
- A resident who is admitted to hospital or other health facility (e.g. an addiction treatment centre), and wishes to hold onto their unit. In this situation, the housing provider must apply their policy, but if a resident needs to remain in care and can no longer live independently, the tenancy should be ended.
- A resident who needs a live-in attendant for a brief period (e.g. following an operation or traumatic event) can keep their current unit. However, residents needing a permanent caregiver may qualify for an extra bedroom. See [Live in Caregivers for Disabled Tenants](#) for information.

Orientation and Communication

Develop a handbook or move-in package with information residents will need, including the:

- Caretaker/co-op coordinator's name and phone number
- Emergency and regular maintenance phone numbers
- Rules for using the parking lot and other community space
- Rules for gardening and snow shoveling
- Recycling programs and garbage disposal
- Community agencies/ programs and tenant organizations
- Pet policy
- Laundry room hours
- Tenant Rent Contribution, arrears policy and annual rent review
- Residential Tenancy/Co-operative Association Acts
- Rental insurance
- Fire and earthquake safety procedures
- Dispute resolution process
- Unit inspection process
- Types of housing issues housing providers can respond to and issues that fall under police jurisdiction

You can also arrange for agencies like the fire department, local police, and other community groups to make presentations to residents on important safety and community information.

For information on orienting residents on safety and security, refer to the [Security, Safety, and Emergency Preparedness Guide](#).

Dispute Resolution

Every housing provider needs a policy and procedures that define roles and responsibilities for dealing with disputes between residents and/or staff or the board. Clarify the distinction between domestic complaints that individuals are expected to resolve on their own and complaints that require staff or board involvement. Let residents know their complaints must fall within your jurisdiction under the [Residential Tenancy Act](#), [Co-op Association Act](#), or the [Human Rights Code](#) for the staff or board to intervene. And communicate the policy to all residents, staff and directors.

Issues between Residents

If a dispute arises between residents, the individuals involved should attempt to resolve the dispute together. If they cannot resolve the dispute, then residents should contact the housing provider as outlined in the policy.

When personal disputes do not affect other residents and are not governed by the RTA or tenancy agreement, staff and board involvement is likely unwarranted. But if the dispute escalates and/or begins to disturb other residents, the problem may need to be dealt with as a tenancy issue under the RTA or tenancy agreement.

The [Residential Tenancy Branch](#) can provide information about how the RTA applies to non-profit buildings. If you discuss a tenancy issue with a resident and the problem is still unresolved, ask the resident to call the RTB for information on landlord and resident rights and responsibilities under the act.

The [Co-op Housing Federation of BC](#) maintains a list of experienced mediators familiar with housing co-operatives, who can work with co-op members to reach a mutually agreeable solution to disputes.

Refer any criminal code or by-law enforcement issues to the police or municipality.

Issues between Residents and Staff or the Board

Residents are often unsure how to complain about someone on staff or the board. To clarify the situation, consider:

- Designating a director to respond to issues between residents and staff or board members who is responsible for suggesting ways to resolve issues and deciding when to bring in an outside mediator
- Building relationships with residents to create an atmosphere of trust, so people feel comfortable speaking out

If residents have a dispute with the board of directors of a society or co-op, advise them to try to resolve the issue internally. However, if residents believe the board's conduct falls outside of its legislative authority, they can contact the [BC Ombudsperson](#).

If someone on staff has an issue with a resident, try talking to the resident to resolve the problem. If the problem cannot be resolved, the next step is to go to the board for assistance.

Defining Your Process

A dispute resolution process should cover:

- What types of complaints will go to staff versus the board or co-op member relations committee, so residents know where to go with issues.
- How resident issues governed by the RTA or co-op rules/occupancy agreements will be addressed.
- How letters of warning are used; these letters are meant to explain in respectful language:
 - What the issue is
 - How the activity is viewed under the RTA/co-op occupancy agreement or Rules
 - What change or outcome is required to resolve the issue and the timeframe for compliance
 - What the consequences will be if the activity doesn't stop (include eviction or termination in the final warning only)
 - Which person to contact with questions or concerns
- Who has authority to proceed with evictions or the withdrawal of subsidy in co-ops.
- What tools are available to staff, such as external agencies, the ability to move a resident to another unit or building, etc.

You can arrange communication skills and conflict resolution training through the [Co-operative Housing Federation of BC](#), the [BC Non-Profit Housing Association](#), the [Justice Institute of BC](#), and local colleges, universities and professional organizations.

Death of a Resident Living Alone

A written process can help staff and directors know how to proceed when a resident dies. Here are BC Housing's guidelines, which you can use if you suspect the death of a resident:

- Do not enter the unit
- Call 911 (or the local police department in areas without 911 service)
- Wait for emergency services personnel to arrive and provide access to the unit
- If there is a death, change the lock after the body has been removed to secure the property and prevent unauthorized access
- Do not touch anything in the unit
- If there's a pet, call the emergency contact person to take the pet, or arrange boarding for the animal if you can't reach the emergency contact
- Wait for contact from the local coroner, an executor, next of kin, or the Public Trustee
- If you have not heard back from anyone within five days, call the local coroner's office
 - If the coroner has an executor on record, they will put you in contact with the executor
 - If the coroner does not have an executor on record, they will contact the Public Trustee to respond; then all inquiries should be directed to the trustee
- If the value of the estate is less than \$10,000, a Public Trustee will not be assigned; contact your NPPM for information on how to handle this type of situation
- Allow only the executor of the estate or the next of kin access to the unit if:
 - There is a dispute among relatives, ask the coroner's representative for direction
 - You are dealing with the executor, ask to see the will and some identification
 - There is no will, ask the coroner's representative for direction
- Do not give friends access to the unit

Ensure you comply with the requirements of the [Residential Tenancy Act](#) or the co-op rules when you dispose of any unclaimed contents left by a deceased resident.

The police will notify the family of the death. Still, your staff or a director may wish to offer condolences and communicate with family members about the removal of the deceased person's property and the date the unit will be vacated. Expect the family to experience a period of grieving, which may affect your interactions with them. In addition, you may want to provide staff with an opportunity to debrief after a death occurs, because the situation can be emotional for them as well.

Please contact your BC Housing NPPM if you need advice or information.

Resident Appeals

Provide a detailed appeals process for residents to challenge a policy or decision. Consider designating a staff member to address resident appeals. The appeals process should outline the timeframe and method for:

- Residents to appeal a policy or decision
- Your reply to an appeal

Here is a sample appeals process:

- A resident who is dissatisfied with a policy or decision should attempt to resolve the issue face-to-face with a designated staff member in a timely manner
- If the designated staff member is unable to resolve the issue, the resident may appeal to the board of directors in writing, within 30 days of the initial decision
- The board of directors is required to listen and fairly judge the case at hand, and ensure policies and procedures were adhered to
- The board of directors will issue the results to the resident, in writing, within 14 days of the appeal

APPENDIX

A. Online Links

Acts and Legislation

- [BC Human Rights Code](#)
- [Canadian Human Rights Act](#)
- [Co-operative Association Act](#)
- [Co-operative Association Regulations](#)
- [Residential Tenancy Act](#)
- [Tobacco Control Act](#)

BC Housing

- [Additional Housing Provider Kit Guides](#)
 - [Administration Guide](#)
 - [Financial Management Guide](#)
 - [Maintenance Guide](#)
 - [Program Guide](#)
 - [Rent Calculation Guide](#)
 - [Security, Safety & Emergency Preparedness Guide](#)
- [Housing Income Limits](#)
- [Maintaining Housing Guidebook](#)
- [The Housing Registry](#)
- [Sample Crime Free Housing Addendum](#)
- [Sample Parking Rules Addendum](#)
- [Sample Pet Ownership Rules Addendum](#)
- [Sample Pet Ownership Registration Approval Form](#)
- [Sample Point Score – Tenant Selection Method](#)
- [Sample Non-Profit Housing Tenancy Agreement](#)
- [Sample Non-Profit Housing Tenancy Agreement for RGI Tenants](#)
- [Sample Smoke Free Addendum](#)
- [Sample Space Use Agreement](#)
- [Supportive Housing Registration Services](#)

BC Non-Profit Housing Association

- [Policy Template Guide](#)

BC Ombudsperson

Canada Mortgage and Housing Corporation

- Rental and Housing Market Statistics and Data
- National Occupancy Standard

Co-operative Housing Federation of BC

- Workshops and Resource Materials

Justice Institute of BC

Ministry of Children and Family Development

- Extended Family Program

Residential Tenancy Branch

- Residential Tenancy Legislation and Rules
- Residential Tenancy Act: A Guide for Landlords and Tenants
- Residential Tenancy Agreement (PDF)
- Residential Tenancy Forms
- Landlord and Tenant Fact Sheet – Resolving Disputes on your Own (PDF)
- Supreme Court Residential Tenancy Act Writ of Possession Package

Smoke-Free Housing BC

WorkSafe BC