

PROVINCE OF BRITISH COLUMBIA
ORDER OF THE LIEUTENANT GOVERNOR IN COUNCIL

Order in Council No. 356

, Approved and Ordered July 23, 2026



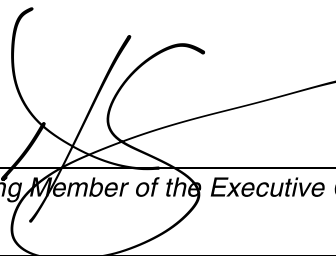
Lieutenant Governor

Executive Council Chambers, Victoria

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and consent of the Executive Council, orders that, effective July 30, 2026, the attached Residential Tenancy (Supportive Housing) Regulation is made.



Minister of Housing and Municipal Affairs



Presiding Member of the Executive Council

(This part is for administrative purposes only and is not part of the Order.)

Authority under which Order is made:

Act and section: *Residential Tenancy Act, S.B.C. 2002, c. 78, s. 97*

Other: _____

R10985696

RESIDENTIAL TENANCY (SUPPORTIVE HOUSING) REGULATION

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PART 1 – GENERAL MATTERS

Definition

- 1 In this regulation, “**Act**” means the *Residential Tenancy Act*.

Interpretation

- 2 In this regulation, “**landlord**”, “**residential property**”, “**tenancy agreement**” and “**tenant**” have the same meaning as in section 4.1 (1) [*interpretation and application: supportive housing*] of the Act.

Supportive housing rental units – prescribed matters

- 3 (1) In this section, “**support worker**” means an employee of a supportive housing operator whose duties include providing housing stability support.
(2) For the purposes of the definition of “supportive housing operator” in section 1 of the Act, the following persons or organizations are prescribed:
 - (a) the British Columbia Housing Management Commission;
 - (b) the Canada Mortgage and Housing Corporation;
 - (c) a municipality or regional district;
 - (d) a corporation incorporated by, or in which shares have been acquired by, a municipality or regional district for a purpose that includes providing affordable housing;

- (e) a treaty first nation;
 - (f) a board within the meaning of the *Health Authorities Act*;
 - (g) a society within the meaning of the *Societies Act*;
 - (h) a corporation within the meaning of the *Canada Not-for-profit Corporations Act*;
 - (i) a registered charity within the meaning of section 248 (1) of the *Income Tax Act (Canada)*.
- (3) For the purposes of the definition of “housing stability support” in section 1 of the Act, a housing stability support that meets all of the following criteria is prescribed:
- (a) the support must be available on the premises of the residential property on which the supportive housing rental unit is located;
 - (b) the support must be provided by a support worker;
 - (c) receipt of the support by tenants must be voluntary;
 - (d) the support must be funded, in whole or in part, by
 - (i) a supportive housing operator referred to in subsection (2) (a) to (f), or
 - (ii) the government of British Columbia or Canada;
 - (e) the support must be of at least one of the following types:
 - (i) providing opportunities to participate in social or recreational activities intended to promote community inclusion, including activities that take place off the premises of the residential property;
 - (ii) providing opportunities to participate in skills training, including training that takes place off the premises of the residential property, intended to facilitate independent living, including social and economic participation;
 - (iii) assisting with short- or long-term collaborative planning and providing follow-up with respect to setting goals, assessing needs, identifying resources and supports and reducing barriers to services;
 - (iv) making referrals to, and providing regularly-available assistance in accessing, community resources and health services for conditions that do not require emergency or acute care.

Exemptions from certain provisions of the Act

- 4** Supportive housing rental units are exempt from the following sections of the Act:
- (a) section 28 [*protection of tenant’s right to quiet enjoyment*];
 - (b) section 29 [*landlord’s right to enter rental unit restricted*];
 - (c) section 30 (1) (b) [*tenant’s right of access protected*].

PART 2 – SPECIFIC MATTERS

Division 1 – Tenancy Agreements

Disclosure and form of tenancy agreements

- 5** (1) A landlord must ensure that a tenancy agreement is
- (a) in writing,
 - (b) signed and dated by both the landlord and the tenant,
 - (c) in type no smaller than 8 point, and
 - (d) written so as to be easily read and understood by a reasonable person.
- (2) A landlord must ensure that the terms of a tenancy agreement required under section 13 [*requirements for a tenancy agreement*] of the Act and section 6 [*standard terms that must be included in tenancy agreements*] of this regulation are set out in the tenancy agreement in a manner that makes them clearly distinguishable from terms that are not required under those sections.

Standard terms that must be included in tenancy agreements

- 6** (1) A landlord must, subject to this section, ensure that a tenancy agreement contains the standard terms.
- (2) The terms set out in the Schedule are prescribed as the standard terms for tenancy agreements in relation to supportive housing rental units.
- (3) A landlord is not required to include section 2 [*security deposit and pet damage deposit*] of the Schedule in a tenancy agreement if the landlord does not require payment of either of the following:
- (a) a security deposit;
 - (b) a pet damage deposit.
- (4) A landlord is not required to include sections 6 [*rent increase*] and 7 [*assign or sublet*] of the Schedule in a tenancy agreement if, under section 2 (1) [*exemption from provisions of the Act for certain rental units operated by public housing bodies*] of the Residential Tenancy Regulation, the rental unit is exempt from the sections of the Act referred to in that section.

Division 2 – Certain Authorities to Amend Tenancy Agreements

Prescribed exceptions for amendments to tenancy agreements

- 7** For the purposes of section 4.3 (2) [*amendments to tenancy agreements: terms and standard terms for supportive housing*] of the Act, the following provisions are prescribed exceptions to the requirement under section 14 (2) [*amendments to tenancy agreement*] of the Act that both the landlord and the tenant agree to the amendment of the tenancy agreement to add, remove or change a term other than a standard term:

- (a) section 8 (1) [*amendments of tenancy agreements relating to certain terms*] of this regulation;
- (b) section 9 (1) [*amendments of tenancy agreements relating to inconsistent terms*] of this regulation.

**Amendments of tenancy agreements
relating to certain terms**

- 8** (1) From July 30, 2026 until October 26, 2026, a landlord may amend a tenancy agreement entered into on or before October 26, 2026 to add, change or remove a term, other than a standard term, in relation to any of the following, by giving written notice to the tenant in the approved form:
- (a) the landlord entering the rental unit for purposes relating to the tenant's health or safety;
 - (b) an occupant, or a proposed occupant, of the tenant's rental unit;
 - (c) the tenant having a guest on the residential property.
- (2) Subject to subsection (3) (b), an amendment to a tenancy agreement by written notice given in accordance with subsection (1) is effective from the date that is 30 days after the date that the tenant is deemed to have received the notice.
- (3) From July 30, 2026 until October 26, 2026, a landlord may do either or both of the following:
- (a) for certainty, give another written notice under subsection (1);
 - (b) rescind a written notice given under subsection (1) by giving a notice of rescission to the tenant in the approved form, unless the amendment in the written notice
 - (i) is in effect, or
 - (ii) will be in effect on or before the date that the tenant would be deemed to have received the notice of rescission.
- (4) For the purposes of this section, the date a notice is deemed to be received under the following provisions is the date that applies regardless of whether the notice is received earlier or later than that date:
- (a) section 90 (a), (b), (c) or (d) [*when records are considered to have been received*] of the Act;
 - (b) section 44 [*when records are considered to be received*] of the Residential Tenancy Regulation.

**Amendments of tenancy agreements
relating to inconsistent terms**

- 9** (1) A landlord may amend a tenancy agreement to change or remove a term that is inconsistent with a provision under the Act coming into force on December 1, 2026, or the standard terms that are given effect on December 1, 2026, by giving written notice of the amendment to the tenant in the approved form,
- (a) in the case of a tenancy agreement entered into on or before October 26, 2026, on or before that date, or

- (b) in the case of a tenancy agreement entered into between October 27, 2026 and November 30, 2026, between the date the tenancy agreement is entered into and the date the landlord must give the tenant a copy of the agreement under section 13 (3) [*requirements for tenancy agreements*] of the Act.
- (2) An amendment to a tenancy agreement by written notice given in accordance with subsection (1) (a) or (b) is effective from December 1, 2026.

PART 3 – ENFORCEMENT

Offence penalties

- 10** A person who contravenes either of the following sections commits an offence and is liable on conviction to a fine of not more than \$5 000:
- (a) section 5 [*disclosure and form of tenancy agreements*];
 - (b) section 6 (1) [*standard terms that must be included in tenancy agreements*].

SCHEDULE

Application of the *Residential Tenancy Act*

- 1**
- (1) The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the *Residential Tenancy Act* or a regulation made under that Act, or any standard term. If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.
 - (2) Despite subsection (1), the landlord may change or remove a standard term that the landlord is no longer required to include in a tenancy agreement after this tenancy agreement is entered into if that standard term is prescribed in a regulation made under the *Residential Tenancy Act*, subject to any prescribed requirements, conditions, restrictions or prohibitions.
 - (3) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.
 - (4) The requirement for agreement under subsection (3) does not apply to the following:
 - (a) a rent increase given in accordance with the *Residential Tenancy Act*;
 - (b) a withdrawal of, or a restriction on, a service or facility in accordance with the *Residential Tenancy Act*;
 - (c) a term in respect of which a landlord or tenant has obtained an order of the director that the agreement of the other is not required;
 - (d) a term in respect of which an exception to section 14 [*amendments to tenancy agreement*] of the *Residential Tenancy Act* has been prescribed under section 4.3 [*amendments to tenancy agreements: terms and standard terms for supportive housing*] of that Act, subject to any prescribed requirements, conditions, restrictions or prohibitions.

Security deposit and pet damage deposit

- 2** (1) The landlord agrees
- (a) that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential property,
 - (b) to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the Residential Tenancy Regulation, and
 - (c) to repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless
 - (i) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
 - (ii) the landlord makes an application for dispute resolution under the *Residential Tenancy Act* within 15 days of the end of the tenancy agreement to claim some or all of the security deposit or pet damage deposit.
- (2) The 15 day period starts on the later of
- (a) the date the tenancy ends, or
 - (b) the date the landlord receives the tenant's forwarding address in writing.
- (3) If a landlord does not comply with subsection (1), the landlord
- (a) may not make a claim against the security deposit or pet damage deposit, and
 - (b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both.
- (4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

Pets

- 3** Any term in this tenancy agreement that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the *Guide Dog and Service Dog Act*.

Condition inspections

- 4** (1) In accordance with sections 23 and 35 [*condition inspections*] of the *Residential Tenancy Act* and any regulations made under that Act, the landlord and tenant must inspect the condition of the rental unit together
- (a) when the tenant is entitled to possession,
 - (b) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
 - (c) at the end of the tenancy.
- (2) The landlord and tenant may agree on a different day for the condition inspection.
- (3) The right of the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord

does not perform the landlord's obligations under sections 23 and 35 of the *Residential Tenancy Act*.

- (4) A right of the tenant to the return of a security deposit or a pet damage deposit, or both, is extinguished if the tenant fails to perform the tenant's obligations under sections 23 and 35 of the *Residential Tenancy Act*.

Payment of rent

- 5 (1) The tenant must pay the rent on time, unless the tenant is permitted under the *Residential Tenancy Act* to deduct from the rent. If the rent is unpaid, the landlord may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.
- (2) The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 27 (2) [*terminating or restricting services or facilities*] of the *Residential Tenancy Act*.
- (3) The landlord must give the tenant a receipt for rent paid in cash.
- (4) The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

Rent increase

- 6 (1) Once a year, the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment. The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy office or Government Agent.
- (2) A landlord must give a tenant 3 whole months notice, in writing, of a rent increase.

[For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be 3 whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]
- (3) The landlord may increase the rent only in the amount set out by a regulation made under the *Residential Tenancy Act*. If the tenant thinks the rent increase is more than is allowed by the regulation, the tenant may talk to the landlord or contact the Residential Tenancy office for assistance.
- (4) Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy office.

Assign or sublet

- 7
- (1) The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. If this is a fixed term tenancy agreement and there are 6 months or more remaining in the term, the landlord must not unreasonably withhold consent. Under an assignment a new tenant must assume all of the rights and obligations under the existing tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.
 - (2) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may make an application for dispute resolution under the *Residential Tenancy Act*.

Repairs

- 8
- (1) Landlord's obligations:
 - (a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
 - (b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may make an application for dispute resolution under the *Residential Tenancy Act* seeking an order of the director for the completion and costs of the repair.
 - (2) Tenant's obligations:
 - (a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by that tenant or by an occupant of the tenant's rental unit. The tenant is not responsible for repairs for reasonable wear and tear to the residential property.
 - (b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may make an application for dispute resolution under the *Residential Tenancy Act* seeking an order of the director for the cost of repairs, serve a notice to end a tenancy, or both.
 - (3) Emergency repairs:
 - (a) The landlord must post and maintain in a conspicuous place on the residential property, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.
 - (b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord reasonable time to complete the repairs.
 - (c) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement

of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.

- (d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and are limited to repairing
 - (i) major leaks in pipes or the roof,
 - (ii) damaged or blocked water or sewer pipes or plumbing fixtures,
 - (iii) the primary heating system,
 - (iv) damaged or defective locks that give access to a rental unit, or
 - (v) the electrical systems.

Occupants

- 9** If the number of occupants in the rental unit is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy. Disputes regarding the notice may be resolved by applying for dispute resolution under the *Residential Tenancy Act*.

Locks

- 10**
 - (1) The landlord must not change locks or other means of access to residential property unless the landlord provides each tenant with new keys or other means of access to the residential property.
 - (2) The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.
 - (3) The tenant must not change locks or other means of access to
 - (a) common areas of residential property, unless the landlord consents to the change, or
 - (b) the tenant's rental unit, unless the landlord agrees in writing to, or the director has ordered, the change.

Restrictions on access to the residential property

- 11**
 - (1) The landlord must not unreasonably restrict the tenant's access to the residential property.
 - (2) As of December 1, 2026, the prohibition in subsection (1) does not apply to a circumstance in respect of which an exception to section 30 (1) (a) [*tenant's right of access protected*] of the *Residential Tenancy Act* has been prescribed in a regulation made under that Act. If a prescribed circumstance applies, the landlord may only restrict the tenant's access to all or part of the residential property
 - (a) in accordance with any prescribed requirements, conditions, restrictions or prohibitions, including, if prescribed, a requirement that the landlord must use a particular form, and
 - (b) for the prescribed maximum period of time and, in applicable circumstances, any authorized extension of that period of time.

Landlord's entry into rental unit

- 12** As of December 1, 2026, the landlord may enter the rental unit only if one of the following applies:
- (a) there is an emergency and the entry is necessary to protect life or property;
 - (b) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;
 - (c) the tenant has abandoned the rental unit;
 - (d) the landlord has an order of the director or of a court saying the landlord may enter the rental unit;
 - (e) the landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time;
 - (f) the purpose for entry is specified in a reasonable term of this tenancy agreement;
 - (g) the entry is for another purpose and, at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice that includes
 - (i) the purpose for entering, which must be reasonable, and
 - (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise.

Ending the tenancy

- 13** (1) The tenant may end a monthly, weekly or other periodic tenancy by giving the landlord at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month.
- [For example, if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th.]*
- (2) This notice must be in writing and must
- (a) include the address of the rental unit,
 - (b) include the date the tenancy is to end,
 - (c) be signed and dated by the tenant, and
 - (d) include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.
- (3) If this is a fixed term tenancy and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the *Residential Tenancy Act*.
- (4) The landlord may end the tenancy only for the reasons and only in the manner set out in the *Residential Tenancy Act* and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy office.
- (5) As of December 1, 2026, except in any circumstances set out in a regulation made under the *Residential Tenancy Act*, the director may make an order ending the tenancy on an application made by the landlord

- (a) if the tenant or a person permitted on the residential property by the tenant or by an occupant of the tenant's rental unit had a weapon, as defined by a regulation made under the *Residential Tenancy Act*, on their person while on the property, or
 - (b) if, while the landlord was in the tenant's rental unit in accordance with section 4.5 [*landlord's right to enter supportive housing rental unit restricted*] of the *Residential Tenancy Act*, the landlord saw in plain view a weapon, as defined by a regulation made under that Act.
- (6) The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.
 - (7) The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

Landlord to give tenancy agreement to tenant

- 14** The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

Dispute resolution

- 15** (1) Either the tenant or the landlord has the right to make an application for dispute resolution, as provided under the *Residential Tenancy Act*.
- (2) As of December 1, 2026, on an application for dispute resolution, if the tenant establishes that the landlord did not comply with a provision of the *Residential Tenancy Act*, a provision of a regulation made under that Act, or a term of a tenancy agreement, and if a minimum amount of compensation has been prescribed for that provision or that term of a tenancy agreement, then the director must make an order requiring the landlord pay the tenant an amount that is not less than the prescribed minimum amount.