

Residential Accommodation

Table of Contents

- 1 General 2**
 - Scope 2*
 - Objectives 2*
 - Principles 2*
 - Definitions 2*

- 2 Ministry Control of Residential Accommodation Units 4**

- 3 Rental Rates..... 5**

- 4 Utility Expenses 6**
 - Payment of Utility Expenses Policy..... 6*
 - Reimbursing Utility Expenses General..... 6*

- 5 Rental Incentives 7**

- 6 Implementing New Rental Rates..... 8**
 - Rental Increases Policy 8*
 - Utility Subsidies Policy 8*

- 7 Landlord's and Tenant's Responsibilities..... 9**

- 8 Disposal of Non-Essential Units..... 10**
 - Owned or Leased by BC Buildings Corporation (BCBC)..... 10*
 - Owned or Leased by the Ministry..... 10*

- 9 Administrative Requirements 11**

- Appendix A – Residential Accommodation Rent Schedule 12**

- Appendix B – Residential Accommodation Tenancy Agreement 13**

1 General

Scope

This policy applies to self-contained residential accommodation supplied by the provincial government to an employee and his or her family. Self-contained residential accommodation includes houses, duplexes, apartments, condominiums, trailers and trailer pads, and mobile homes. All employees receiving residential accommodation under this policy, including the specific exemptions noted below, are subject to the applicable legislation administered by Canada Customs and Revenue Agency (CCRA).

This policy does not apply:

1. To multiple occupancy accommodation such as bunkhouses or other temporary work crew shelter.
2. Where an employee is required to reside on-site:
 - a. for security reasons;
 - b. because the nature of the operation has potential for staff requirements outside normal working hours (e.g., seedling nurseries and fish hatcheries that can be severely impacted by short-term environmental changes without rapid intervention); and
 - c. for operational reasons on Crown land (e.g., provincial parks, ranger stations).

The Residential Accommodation Rent Schedule included as Appendix A will be used in determining taxable benefits for employees. (For an explanation of the schedule, see [Definitions](#).)

Objectives

The purposes of the policy on residential accommodation are to:

- limit the provision of residential accommodation to government employees where absolutely necessary to achieve program delivery; and
- ensure consistency in the application of rental and utility charges to government employees occupying residential accommodation provided by government.

Principles

The principles governing residential accommodation policy are:

- government employees are normally expected to provide their own accommodation; and
- ministries may provide residential accommodation to achieve program delivery in cases where:
 - a. no suitable accommodation is available within an acceptable distance from the worksite; and
 - b. the absence of suitable accommodation will prevent essential staff from being hired.

Definitions

"Accommodation Agreement" means a publication of the B.C. Buildings Corporation (BCBC) documenting the business relationship between BCBC and client ministries.

"B.C. Assets and Land Corporation (BCAL)" means the government-controlled corporation reporting to the Minister of Finance which is responsible for the management, use and marketing of Crown land and non-land assets. Authority is delegated from the Minister of Environment, Lands and Parks for Crown lands, and from the Minister of Finance for non-land assets.

"BCBC" means the British Columbia Buildings Corporation.

"Building occupancy charges (BOCs)" mean payments by ministries to BCBC (and the private sector) for rental and maintenance of buildings and office accommodation.

"Residential Accommodation Rent Schedule (the Rent Schedule)" means the schedule provided by the Office of the Comptroller General to determine maximum rents for residential accommodation supplied to government employees, and the related taxable benefits assigned to employees for tax purposes. The base rates for the Rent Schedule are drawn annually from CCRA's housing benefit ceilings in non-market designated areas. Updates to these rates are provided in the *Employers' Guide to Housing and Travel Assistance Benefits Paid in Prescribed Zones* (Form 4054). The guide lists separate rental and utility rates for houses including trailers and row houses, and apartments. Non-market designated areas are listed in *Northern Residents' Deductions - Places in Prescribed Zones* (Form 4039).

The Rent Schedule attempts to fairly and reasonably deal with the reality that all residential accommodations are not of equal quality, age or size by allowing for some movement above and below CCRA's ceilings.

"Rent Schedule" means the Residential Accommodation Rent Schedule, as defined above.

"Rental rates" mean the rental rates for employee accommodation as stated in the Rent Schedule.

"Residential Tenancy Accommodation Agreement" means the lease agreement between a ministry (the landlord) and an employee (the tenant) stipulating the terms and conditions by which the ministry provides the employee with residential accommodation necessary to achieve program delivery. Schedule "A" to the Agreement specifies the responsibilities of the ministry and the employee tenant.

"Utility expenses" means heat, light, power and water expenses.

2 Ministry Control of Residential Accommodation Units

Policy

1. Ministries have two options for controlling residential accommodation for employees:
 - a. Lease the accommodation units from BCBC.
 - b. Acquire the accommodation units directly from other sources.
2. Ministries must advise BCBC of their intention to acquire accommodation units directly from other sources.
3. Where the unit is to be acquired or constructed, the construction must be in accordance with standards established by BCBC.

3 Rental Rates

Policy

1. The monthly rent charged for a residential unit must be based on the Residential Accommodation Rent Schedule (the Rent Schedule). A current Rent Schedule is provided as Appendix A.
2. The Financial Management Branch, Office of the Comptroller General, is responsible for maintaining an up-to-date Rent Schedule using new ceiling limits provided in the *Employers' Guide to Housing and Travel Assistance Benefits Paid in Prescribed Zones* [CCRA Form RC4054(E)].
3. Ministries are responsible for providing employee tenants with information regarding the Rent Schedule.
4. Rental rates do not include utility charges. Utility expenses are addressed in [Utility Expenses](#).
5. If the rental rate paid by the employee tenant is less than the rate stated on the Rent Schedule, the difference must be treated as a taxable benefit.

4 Utility Expenses

Payment of Utility Expenses Policy

1. The payment of utility expenses is the responsibility of the tenant employee.

Reimbursing Utility Expenses General

Employee tenants may be reimbursed for utility expenses if the employee tenants' annual average utility expenses exceed the ceiling rates for monthly utility expenses as contained in the Rent Schedule.

Policy

1. The ministry is responsible for the reimbursement of payments above the ceiling rate for monthly utility expenses. Employees must forward documentation supporting the payment of utilities to the appropriate ministry accounts payable office for processing. Refer to the Financial Administration Procedures Manual, Chapter 5, for general information on payment processing.
2. The portion of the utility expenses that is reimbursed by the ministry must be treated as a taxable benefit.

5 Rental Incentives

This policy recognizes that ministries may need the flexibility to provide rental incentives to employee tenants. Rental incentives are reductions in rent from the base rates listed on the Rent Schedule. They may be offered to attract staff to certain remote communities.

Policy

1. Rental incentives must be applied consistently within individual communities. To achieve this consistency, rental incentive levels must be agreed to and applied by all ministries providing residential accommodation in the community.
2. If a dispute on rental incentive levels cannot be resolved by ministries with employee tenants within a community, the matter will be submitted within a reasonable amount of time to the Public Service Employee Relations Commission for arbitration, with the decision binding on all parties. Any of the parties desiring to submit the matter to arbitration will notify the other(s) in writing of the decision.
3. Rental incentives can be applied to rental charges only; utility expenses remain the responsibility of the employee tenant.
4. If the ministries agree to establish a rental rate for a community that is below the rate on the Rent Schedule, the difference must be treated as a taxable benefit.

6 Implementing New Rental Rates

Rental Increases Policy

1. Existing employee tenants whose rental rates are below the ceiling rates as identified on the Rent Schedule are subject to rental increases in accordance with the [Residential Tenancy Act](#).
2. Notwithstanding the section on [Rental Incentives](#), of this policy, all rental rates for new tenancies must be set at the ceiling amount according to the Rent Schedule.
3. If the Rental Incentives section is invoked by the ministries and the rental rate paid by the employee tenant is lower than the rate stated on the Rent Schedule, the difference must be treated as a taxable benefit.

Utility Subsidies Policy

1. Existing employee tenants whose utilities are being subsidized will have any changes to those subsidies made in accordance with the [Residential Tenancy Act](#).
2. Ministries must not negotiate new tenancy agreements that include a utility benefit.
3. Ministries may reimburse employee tenants for utility charges as described in [Reimbursing Utility Expenses](#).
4. All utility subsidies must be treated as a taxable benefit.

7 Landlord's and Tenant's Responsibilities

General

For purposes of this policy, the ministry is identified as the landlord and the employee is identified as the tenant. Both the landlord and the tenant are subject to the *Residential Tenancy Act* and *Regulation*. This legislation and additional conditions are described in the Residential Accommodation Tenancy Agreement.

Policy

The Residential Accommodation Tenancy Agreement is contained as Appendix B to this policy. Any changes to this standard Agreement will be based on input from user ministries and legal counsel and must receive the approval of the Financial Management Branch, Office of the Comptroller General.

8 Disposal of Non-Essential Units

Owned or Leased by BC Buildings Corporation (BCBC)

Policy

1. Each ministry must relinquish all surplus residential accommodation to BCBC for reallocation, lease termination or disposal. Ministries must provide BCBC with appropriate notice where accommodation is no longer required and is subject to the terms and conditions of the Accommodation Agreement.
2. Residential accommodation that does not meet the criteria established by this policy may be deemed non-essential by Treasury Board. Treasury Board may then direct the ministry to relinquish this accommodation to BCBC for disposal. In these circumstances, the ministry will cease providing the accommodation at the earlier of:
 - a. the next change in tenancy; or
 - b. one year following the decision of Treasury Board.
3. Where residential accommodation is vacant at the time Treasury Board declares it non-essential, the ministry must give notice of relinquishment to BCBC without delay. If the ministry does not comply, BCBC will apply to the Secretary to Treasury Board for an order of relinquishment.

Owned or Leased by the Ministry

Policy

1. Residential accommodation that does not meet the criteria established by this policy may be deemed non-essential by the ministry. The ministry may then proceed to dispose of the non-essential property.
2. Each ministry must relinquish all non-essential residential accommodation for disposal to the Warehousing and Asset Investment Recovery Branch (WAIR), Purchasing Commission, or to the BC Assets and Land Corporation (BCAL), as follows:
 - a. Tangible Personal Property – WAIR is responsible for residential accommodation (including expropriations for highway expansion and mobile homes or other improvements situated upon that Crown land). Contact the Director, WAIR, for more information.
 - b. Land – BCAL is responsible for the reallocation, lease termination or disposal of non-essential Crown land, via Ministerial Order, in accordance with Treasury Board Directive 7/90. Ministerial Orders must be forwarded to the attention of the Director, Program Services, BCAL.
 - c. Tangible Personal Property and Land – WAIR may redistribute non-essential residential accommodation elsewhere in government, and must cooperate with BCAL to determine the benefits and appropriateness of joint sales of accommodation and Crown land to maximize the net return to government.

9 Administrative Requirements

Policy

1. Ministries providing residential accommodation to employees are required to maintain the following information:
 - a.
 - the type and location of each accommodation;
 - the rent paid by the employee tenant;
 - the market rent;
 - where applicable, BCBC building occupancy charges (BOCs); and
 - b.
 - the rationale for each accommodation being provided to employees;
 - a summary of the contract details of the accommodation.

The requirement in b) for a rationale applies to all residential accommodation owned or leased by BCBC or by individual ministries and includes fixed or mobile living accommodation.

Appendix A – Residential Accommodation Rent Schedule

[Residential Accommodation Rent Schedule](#) (Excel)

This document also includes the "Standard Adjustment to Ceiling Rates".

Appendix B – Residential Accommodation Tenancy Agreement

RESIDENTIAL ACCOMMODATION TENANCY AGREEMENT

THIS LEASE executed in triplicate and dated for reference the ___ day of ___, 19___

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of _____, Parliament Buildings, Victoria
British Columbia, V8V 1X4. (hereinafter called the "Landlord").

and

(hereinafter called the "Tenant")

WHEREAS:

A. The Tenant is employed by the Landlord as a _____ in _____

B. The Landlord has agreed to provide the Tenant with a residence conditional upon said accommodation being deemed necessary by the Landlord to achieve program delivery and subject to the terms of this agreement.

WITNESSES that in consideration of the rents reserved and the covenants and agreements set forth below, the parties agree as follows:

AGENT OF THE LANDLORD

ARTICLE I

1.01 The Landlord designates _____ as agent who shall act in the name of the Landlord under the terms of this agreement.

1.02 The Tenant agrees that the agent shall be the contact person to deal with any issues arising out of the terms of this agreement.

GRANT OF LEASE

ARTICLE II

2.01 The Landlord leases to the Tenant the lands and premises situated at:

TERM

ARTICLE III

3.01 The Landlord leases the Land to the Tenant in a month-to-month tenancy commencing on the ___ day of ___, 19___ (the "commencement date") and continuing until terminated in accordance with the Residential Tenancy Act.

RENT

ARTICLE IV

4.01 The Tenant will pay the Landlord:

1. during the first year a monthly rental of _____ payable in advance, beginning on the commencement date (pro-rated if the commencement date is not the first day of the month); and
2. during each successive month thereafter a monthly rental determined by the Landlord in accordance with the *Residential Tenancy Act*;
3. on the first day of each month, payable by certified cheque, bank draft or money order, payable to the Minister of Finance, Province of British Columbia, or payable by bi-weekly payroll deductions. Rents are to be paid to the Landlord at:

COVENANTS OF THE TENANT

ARTICLE V

5.01 The Tenant covenants with the Landlord:

1. to use the Lands for residential purposes only and not to conduct any commercial business enterprise or advertise by way of signage on property or building;
2. to observe, abide by and comply with all laws, by-laws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situated therein, or their use and occupation, including the *Residential Tenancy Act*;
3. not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land, or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land; and
4. to indemnify and save the Landlord harmless against all loss, damage, costs and liabilities, including fees of solicitors and other professional advisors arising out of:
 - i. any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Tenant;
 - ii. any personal injury, death or property damage occurring on the Land or happening by virtue of the Tenant's occupation of the Land;and the Landlord may add the amount of such loss, damage, costs and liabilities to the rent herein reserved, and the amount so added shall be payable to the Landlord immediately.

ASSIGNMENT

ARTICLE VI

6.01 The tenant shall not assign, sublet or transfer this lease or grant a license to occupy the Land without the prior written consent of the Landlord.

COVENANT OF THE LANDLORD

ARTICLE VII

7.01 The Landlord covenants with the Tenant for quiet enjoyment.

RESIDENTIAL TENANCY ACT

ARTICLE VIII

8.01 The Tenant agrees that the premises and the Land are "employment premises" within the meaning of Section 1 of the *Residential Tenancy Act* and shall be subject to Section 25(2) of the *Residential Tenancy Act*.

MUTUAL COVENANTS

ARTICLE IX

1. The Landlord and Tenant agree that:

- a. the Tenant shall be solely responsible for all utility expenses, and;
- b. the Landlord may reimburse the Tenant for single or all utility expenses at the Landlord's discretion.

9.02 The Landlord and the Tenant further agree that they will abide by the respective covenants contained in Schedule "A" attached hereto.

NOTICE

ARTICLE X

10.01 Any written notice to be served upon or given to either the Landlord or the Tenant pursuant to this lease shall be sufficiently served and given if delivered or mailed, prepaid and registered, in the case of the Landlord, addressed to:

and in the case of the Tenant, addressed to the Tenant at the Land and Premises, and if the notice is mailed, 7 days after the date of mailing.

MISCELLANEOUS

ARTICLE XI

11.01 No term, condition, covenant or other provisions herein shall be considered to have been waived by the Landlord or amended unless such waiver or amendment is in writing.

11.02 Each schedule attached to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.

INTERPRETATION

ARTICLE XII

12.01 This lease shall be interpreted according to the laws of the Province of British Columbia.

12.02 Where there is a reference to the *Residential Tenancy Act* in this lease, that reference is a reference to the *Residential Tenancy Act*, S.B.C. 1984, c. 15, and includes a reference to any subsequent enactment of the Province of British Columbia of like effect.

12.03 If any section of this lease or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

SCHEDULE "A"

LANDLORD'S RESPONSIBILITIES

1. Structural repairs to exterior of building fabric such as roofs, canopies, carports, entrances, stairs, siding, window sash and screens, doors, down spouts and eaves troughs, flashings, chimneys, and repairs to approved mobile home cabanas including foundations and skirting.
2. Structural repairs to interior housing units to include ceiling, walls, floors and coverings, doors and cupboards, built-in counter tops, curtain hardware, bathtub enclosure, stairs, treads and concrete basement floors.
3. Interior/exterior repainting of residential units to be programmed on a cyclical basis or as necessary as agreed.
4. Electrical repairs to buildings are to consist of maintaining service panels and wire, switching, receptacles, existing light fixtures and replacement thereof as necessary. Electrical wiring of all circuits to electric hot-water tanks, air conditioner, baseboard and other heating units.
5. Responsible for heating/ventilation and air conditioning units which includes servicing, repairs and replacement. If oil-fired heating unit, repair and services to oil tank and exhaust systems. The Landlord will supply heating fuel tanks which will be full at the commencement of occupancy.

6. Landlord responsibilities for plumbing consist of repair, maintenance and/or replacement of faucets, faucet cartridges, sinks, tubs, shower enclosures, toilets, hot-water and septic tanks, sewer and water lines, venting stacks and drains.
7. The Landlord will supply, install, check and service fire protection equipment such as extinguishers and smoke detectors. Equipment must remain with the structure.
8. The Landlord shall provide the following appliances checked off below:
 __stove __fridge __dishwasher __drapes __carpets __washer and dryer
9. Where appliances are supplied pursuant to paragraph 8 of this Schedule A, the Landlord will repair and maintain them.
10. Appliances not required or not in use by the Tenant will be removed, warehoused and/or disposed of as agreed with the Landlord.
11. Maintenance of existing fencing and retaining walls and the installation of same in special areas will be done by the Landlord. Special areas refers to unsafe property conditions where Tenants may be subject to injury or loss of life.
12. The Landlord is responsible for the payment of Municipal or District property taxes and separately billed charges for sewer, water, garbage removal and mobile home pad rents.
13. On acceptance of unit, the Landlord, accompanied by the Tenant, will visually inspect the premises, complete the Rental Unit Condition Report and obtain agreement signature of the Tenant and issue keys.
14. On vacating the premises by Tenant, the Landlord will carry out a close-out inspection, noting general conditions of the residence, major damages, and inventory equipment items and obtain keys issued to the Tenant.
15. Removal of excessive snow loads from roofs is a Landlord responsibility.

TENANT'S RESPONSIBILITIES

1. Minor plumbing repairs such as tap washer replacement, minor clearing of sink, toilet and tub drains are the Tenant's responsibility.
2. The Tenant is to replace furnace and humidifier filters as supplied by the Landlord.
3. Cleaning of window air conditioning filters and stove exhaust units are the Tenant's responsibility.
4. Cost of repair of any damage caused by the Tenant shall be borne by the Tenant.
5. Replacing light bulbs is the Tenant's responsibility.
6. Maintenance of grounds which includes re-seeding damaged areas, watering, fertilizing and cutting grassed areas, yard clearing, garden plot maintenance, weed control and tree pruning.
7. Tenant is to remove snow from driveways, sidewalks and porch steps.
8. Improvements to ground cover areas such as tree and shrub plants must be approved by the Landlord and all related costs thereof to be borne by the Tenant.
9. Pets and animals are to be kept under control.

10. If skating rinks, playground areas or dog runs are installed by the Tenant on the property all disturbed areas must be restored at the Tenant's expense prior to vacating of premises.
11. Modifications to electrical, plumbing, or building structures, such as dimmer switches, receptacles, fans, lights, water outlets, irrigation or drainage systems, add-ons or greenhouses, grease pits or workshops are not permitted without prior written consent of the Landlord.
12. Cleaning of interior and exterior windows, interior walls, ceilings, floors and carpets.
13. If a fireplace exists, the supply and expense of screens and fireplace accessories and chimney cleaning are the Tenant's responsibility. Free-standing fireplaces, inserts and wood-burning stoves shall not be installed except with the approval and under the supervision of the Landlord, and in accordance with the relevant regulations in British Columbia (Building Regulations of BC and *Fire Services Act*).
14. Any additional hardware such as burglar locks or security-related items shall have the Landlord's prior approval, and related installation costs are to be the Tenant's responsibility.
15. The supply, handling and cleaning of draperies, kitchen and shower curtains, carpet shampooing and cleaning are the Tenant's responsibility.
16. The supply of grounds maintenance tools and equipment such as sprinklers, hoses, garden tools and equipment is the Tenant's responsibility.
17. The premises are to be kept in a clean and orderly condition. Willful damage or excessive wear and tear to the building will be charged back to the Tenant.
18. Interior redecorating or fabric changes to any part of the residence or the installation of additional appliances or equipment such as dishwashers, humidifiers, or air conditioners shall be approved by the Landlord.
19. Repairs to motorized equipment or the storage of combustible material is not permitted in residence.
20. Tenant should obtain adequate insurance coverage for personal effects, liability, etc.
21. In the event of structure or fire damage, the Landlord shall be notified within twenty-four (24) hours and shall have the right to inspect the premises, investigate the circumstances and to report the incident as necessary.
22. Tenants or Occupants are not permitted to sub-lease, conduct commercial business enterprises or advertise by way or signage on property or buildings.
23. Disputes regarding property lines are the responsibility of the Landlord, and shall be referred to the Landlord.
24. On vacating residences, the Tenant will arrange and pay for topping-up heating fuel tank.
25. The Landlord may, during occupancy, with twenty-four (24) hours' prior notification and agreement on a mutually acceptable time, visit and inspect the premises accompanied by the Tenant.