



<b>Policy Name:</b>	<b>RESIDENTIAL TENANCY ACT (PROPERTY OWNER AND TENANT) DISPUTES</b>		
<b>Policy #:</b>	OP 4.32	<b>Last Updated:</b>	2022-03-03
<b>Issued By:</b>	COMMUNITY POLICING BUREAU	<b>Approved By:</b>	SURREY POLICE BOARD
		<b>Review Frequency:</b>	AS REQUIRED

**RELATED POLICIES**

**1. PURPOSE**

1.1. To provide guidelines for Surrey Police Service (SPS) Members responding to *Residential Tenancy Act* and other Property Owner-Tenant disputes.

**2. SCOPE**

2.1. This policy applies to all SPS Members.

**3. POLICY**

3.1. The primary role of police officers at Property Owner or Authorized Representative and Tenant disputes is to keep the peace and to provide information to both Property Owners and their authorized representatives and Tenants, without bias and impartially and fairly, about the *Residential Tenancy Act* and the dispute mechanisms and remedies available to both the Property Owner and the Tenant within that legislation.

3.2. Members must be aware that criminal and/or provincial offences may occur during the course of a Property Owner-Tenant dispute (e.g., Mischief, Theft, Assault) which require further action or investigation and which are separate from the Property Owner and Tenant dispute.

**4. PROCEDURE**

4.1. The *Residential Tenancy Act* establishes the rights and obligations of Property Owner and Tenants who have entered into a tenancy agreement (written, oral or implied) for residential premises, rental units, and other residential property.

4.2. The *Residential Tenancy Act* establishes offences concerning:

- i. withholding facilities essential to the tenant's use of the rental unit as living accommodation;
- ii. improper entry into the premises;
- iii. alteration of locks; and
- iv. assignment and subletting.

4.3. The *Residential Tenancy Act* does not apply to:

- i. living accommodations rented by a not-for-profit housing cooperative to a member of the cooperative;
- ii. living accommodations owned or operated by an educational institution and provided by that institution to its students or employees;
- iii. living accommodations in which the tenant shares bathroom or kitchen facilities with the owner of those accommodations;
- iv. living accommodations included with premises that:
  - a. are primarily occupied for business purposes, and
  - b. are rented under a single agreement;
- v. living accommodations occupied as vacation or travel accommodation;
- vi. living accommodations provided for emergency shelter or transitional housing;
- vii. living accommodations:
  - a. in a community care facility under the *Community Care and Assisted Living Act*;
  - b. in a continuing care facility under the *Continuing Care Act*;
  - c. in a public or private hospital under the *Hospital Act*;
  - d. if designated under the *Mental Health Act*, in a Provincial mental health facility, an observation unit or a psychiatric unit;
  - e. in a housing-based health facility that provides hospitality support services and personal health care; or
  - f. that is made available while providing rehabilitative or therapeutic treatment or services;
- viii. living accommodations in a correctional institution;
- ix. living accommodations rented under a tenancy agreement that has a term longer than 20 years;
- x. tenancy agreements to which the *Manufactured Home Park Tenancy Act* applies; or
- xi. prescribed tenancy agreements, rental units, or residential property.

### **Member Responsibilities**

4.4. When investigating a complainant from a Property Owner or Authorized Representation or Tenant, Members will:

- i. prevent a breach of the peace;
- ii. tell all involved parties the property owner-tenant dispute is civil in nature;
- iii. refer all parties to dispute resolutions proceedings under the *Residential Tenancy Act*, if the *Residential Tenancy Act* applies;

- iv. provide contact information for the Residential Tenancy Branch (400-5021 Kingsway, Burnaby BC V5H 4A5; telephone: 604-660-1020); and
- v. investigate all allegations of criminal acts and seek charge assessment by Provincial Crown Counsel as necessary.

4.5. Members may need to stand by to keep the peace when Tenants retrieve personal property on moving out or when being evicted.

4.6. Members must not move furniture or personal possessions of Tenants during evictions, unless the items are small in size, light in weight and few in number, and moving assistance by the Member is necessary to conclude the move-out quickly and safely.

4.7. In addition to investigating and acting in relation to any new criminal offence, enforcement action must be taken in all cases where there is any breach of:

- i. bail conditions;
- ii. a Probation Order, Parole, or Conditional Sentence;
- iii. a Recognizance to Keep the Peace; or
- iv. other valid court orders that authorize Members to take action to enforce the order.

4.8. If a Property Owner and Authorized Representative requests assistance, Members may take immediate action to remove unauthorized occupants and squatters from a premises. In these instances, Members may consider criminal charges of mischief to property under section 430(1) of the *Criminal Code* or offences under section 2 of the *Trespass Act*.

### **Supervisor Responsibilities**

4.9. Upon being requested to attend the scene of a Property Owner-Tenant Dispute, a Supervisor will:

- i. attend the scene and assess the situation; and
- ii. ensure Members comply with all applicable sections of this policy.

## APPENDIX A: DEFINITIONS

“Member” means a sworn Police Officer appointed by the Surrey Police Board.

“Property Owner or Authorized Representative” means any of the following:

- I. the owner of the rental unit, the owner's agent, or another person who, on behalf of the landlord:
  - a. permits occupation of the rental unit under a tenancy agreement, or
  - b. exercises power and performs duties under the *Residential Tenancy Act*, the tenancy agreement or a service agreement.
- II. the heirs, assigns, personal representatives and successors in title to a person referred to in paragraph (a);
- III. a person, other than a tenant occupying the rental unit, who:
  - a. is entitled to possession of the rental unit, and
  - b. exercises any of the rights of a landlord under a tenancy agreement in relation to the rental unit.
- IV. a former landlord, when the context requires this.

“SPS” means Surrey Police Service.

“Supervisor” Sergeant, Staff Sergeant, Inspector, Superintendent, Deputy Chief Constable, Chief Constable, and any other person acting in a Supervisory capacity who is accountable for a particular area or shift on behalf of SPS.

“Tenant” means a person who enters into a tenancy agreement with a Property Owner or Authorized Representative.

## **APPENDIX B: REFERENCES**

*Community Care and Assisted Living Act*, S.B.C. 2002, c. 75

*Continuing Care Act*, R.S.B.C 1996, c. 70

*Criminal Code*, R.S.C. 1985, c. C-46

*Hospital Act*, R.S.B.C. 1996, c. 200

*Manufactured Home Park Tenancy Act*, S.B.C. 2002, c. 77

*Mental Health Act*, R.S.B.C. 1996, c. 288

*Residential Tenancy Act*, S.B.C. 2002, c. 78

*Trespass Act*, R.S.B.C. 2018, c. 3