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ANNOTATED BRITISH COLUMBIA RESIDENTIAL TENANCY ACT by Allan Wotherspoon Release No. 1, April 2026
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This year's release has been converted into a more user-friendly softbound book. Subscribers will receive a softbound book to replace any relevant revised content within the work. This should greatly improve the reader's experience in terms of filing pages within a limited binder system—allowing the work to easily expand as discussion of the law dictates.

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This latest release includes updates to the following chapters:

Annotated Residential Tenancy Act

Annotated Manufactured Home Park Tenancy Act

Human Rights Code

In *Homax Real Estate Services v. Arde* the Court determined that a property manager was a landlord and liable to pay compensation under s. 51 of the *Act* in circumstances where the agent managed the tenancy, accepted rent, served notices, and received the dispute resolution application, and did not notify the owner of the dispute or seek to add the owner as a party.

In *Osama v. Jiang*, the Court of Appeal decided that s. 49(3) permits termination for good-faith family occupancy even with reasonable pre-move-in renovations/delays. Section 49.2 applies only to renovations necessary to “prolong or sustain” the unit/building’s use, not all work. The trial judge’s finding that three-month timeline was reasonable, based on the scope of the repairs, painting, bathroom renovation, replacement of appliances, and exterior work was entitled to deference.

Occupancy under s. 49(3) (read with s. 51(2) compensation safeguards) requires genuine intent to use as living accommodation beginning within a “reasonable period” and continuing for at least 12 months. Occupancy is required on an ongoing basis, but daily/continuous presence is not necessary. The trial judge’s findings of an intent by the landlord to make Vancouver his primary residence intent was upheld.

The Court of Appeal further stated that good faith focuses on a genuine intent to occupy. A secondary or contributing motive to avoid empty homes tax is not disqualifying if achieved via bona fide occupancy.

In *Louie v. British Columbia (Residential Tenancy Branch)*, the Court confirmed that under ss. 41 and 42 of the *Act*, a landlord may increase rent only in accordance with the Act and must give at least three months’ notice in the approved form, even where a rent increase is agreed to in writing or embedded in a new fixed-term tenancy with the same tenant and same rental unit. A landlord cannot avoid the statutory rent-increase regime by allowing a fixed-term tenancy to expire and entering into a new tenancy at a higher rent without proper notice. Where a rent increase is imposed unlawfully, it cannot be used as the basis for calculating subsequent increases, and the tribunal may reset the rent to the last lawful amount.

Case Law Highlights

Homax Real Estate Services v. Arde, 2025 BCSC 2431, 2025 CarswellBC 3799 (B.C. S.C.)—§ 1:3

Osama v. Jiang, 2025 BCSC 1625, 2025 CarswellBC 2525 (B.C. S.C.)—§ **1:102**

Louie v. British Columbia (Residential Tenancy Branch), 2025 BCSC 1625, 2025 CarswellBC 2525 (B.C. S.C.)—§ **1:85**