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ANNOTATED BRITISH COLUMBIA RESIDENTIAL TENANCY ACT

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Release No. 2026-2, September 2026

This release includes updates to the following chapters:

Annotated Residential Tenancy Act

Annotated Manufactured Home Park Tenancy Act

Human Rights Code

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In ***Zaynaljan v. Anderson*** the Court determined that although the statute permits the resolution of security and pet deposit claims by direct request without a hearing, it does not require that procedure in every case. Where the statutory preconditions to the exercise of that discretion are themselves disputed, procedural fairness required that the landlord be given an opportunity to present evidence and submissions before the Branch determines whether the direct request process is available.

In ***Sull v. Trevitt***, the Court of Appeal held that once tenants accept a notice to end tenancy and do not dispute it under s. 49(8), they are conclusively presumed to have accepted the notice under s. 49(9). A compensation claim under s. 51(2) is not based on whether the notice was valid but on whether the stated purpose for ending the tenancy was accomplished within a reasonable time and whether the property was used for that purpose. The arbitrator improperly focused on the validity of the notice rather than the statutory test required by s. 51.

The Court further held that an option to purchase agreement can satisfy the statutory requirements of s. 49(5), and the arbitrator erred in concluding that only conventional purchase and sale agreements qualify. The buyers had obtained an equitable interest in the property and immediate possession, making it necessary to consider whether they were purchasers under the Act and whether extenuating circumstances, such as construction delays, a municipal stop-work order, and the death of one buyer, excused compliance under s. 51(3).

In ***Cervantes v. Sterling Management Services Ltd. and others***, the Human Rights Tribunal found that a mortgage is not a "lawful source of income" within the meaning of s. 10 of the *Code*. The protection is intended to address discrimination against individuals who rely on income assistance, disability benefits, pensions, or other fixed lawful income sources and who have historically faced barriers in the rental housing market.

A mortgage is a debt obligation rather than income. Individuals who qualify for mortgages generally demonstrate sufficient income and access to housing options. As such, the complainant's inability to obtain financing because the landlord would not sign a lender consent agreement did not engage the protected ground of lawful source of income.

Case Law Highlights

Cervantes v. Sterling Management Services Ltd. and others, 2026 BCHRT 42, 2026 CarswellBC 632 (B.C. Human Rights Trib.)—§ **F4:2**

Sull v. Trevitt, 2026 BCCA 163, 2026 CarswellBC 1256 (B.C. C.A.), reversing 2025 BCSC 1366, 2025 CarswellBC 2114 (B.C. S.C.)—§