



TRANSITIONAL DIRECTIVE

ISSUED BY:	Legislative Assembly Management Committee
RELATING TO:	Transitional Provisions: <i>Policy 7310 – Constituency Office Leasing</i>
ISSUED ON:	May 7, 2024

This transitional directive is issued by the Legislative Assembly Management Committee to provide certainty with respect to the implementation of *Policy 7310 – Constituency Office Leasing*, specifically as it pertains to the interpretation of policy provisions in the transition between the 42nd Parliament and the 43rd Parliament. The following clarifications and transitional measures are provided:

1. For Members who served in the 42nd Parliament, the accommodation specifications established under the policy do not automatically apply if a Member intends to continue to use an existing constituency office space (noting that it may not necessarily comply with the specifications).
2. During the lease renewal process, a returning Member may, at their sole discretion, request tenant improvements for their existing constituency office, or an office relocation, if their existing office does not meet the accommodation specifications. In this event, the following applies:
 - a) The Member may, at their sole discretion, request in writing that Client Services renew their lease at their existing location.
 - b) Client Services must undertake a reasonable attempt to renew the lease so long as the space meets minimum health, safety, and security requirements and the monthly lease cost does not exceed the fair market rate for the area where the office is located.
 - c) For an office that does not meet the accommodation specifications but is in an electoral district listed in Appendix B of the policy, an 8-year lease cannot be entertained, and section 6.01 of the policy does not apply. The lease term must be from the time the lease is entered into until final voting day of the following provincial general election as prescribed by section 23 (2) of the Constitution Act (R.S.B.C. 1996, c. 66), plus 2 months.
 - d) Renovations (tenant improvements) outlined in Appendix C of the policy may be considered on a limited basis so long as they are reasonable and customary for the maintenance of the existing space. Any extraordinary requests must be weighed against the cost of procuring a new office space that meets the accommodation specifications.
 - e) If the cost of the lease exceeds the fair market rate for the area where the office is located or if the cost of the requested renovations (tenant improvements) exceeds the cost of procuring a new office space, Client Services may decline to renew the Member's existing lease – but must weigh other considerations that may be at play, such as the time, cost, and undue hardship that may arise from the procurement of a new space.