

**LEGISLATIVE ASSEMBLY OF BRITISH COLUMBIA  
POLICY MANUAL**

<b>SECTION</b>	Members' Policies
<b>POLICY</b>	7310 – Constituency Office Leasing

**Objective** To establish parameters and requirements for constituency office leasing and lease management.

**Application** This policy applies to Members of the Legislative Assembly.

**Authority** Policies affecting Members of the Legislative Assembly are approved by the Legislative Assembly Management Committee, as per *Policy 1000 – Legislative Assembly Policy Framework*.

**Key Definitions** “**accommodation specifications**” means basic requirements for a constituency office space;

“**standard lease costs**” means costs, as set out in Appendix A, relating to constituency office leasing and constituency office lease management that are covered from a central budget by the Legislative Assembly, regardless of whether the costs form part of a lease agreement or are otherwise secured through a service provider.

**1. General** .01 Constituency office leasing is facilitated through Client Services with a mandate to support Members in fulfilling their representative duties and to protect the interests of Members and the Legislative Assembly while mitigating potential risks in commercial leasing (including financial, information technology, legal, and security).

**2. Location of Constituency Office** .01 Every Member is expected to establish and operate a constituency office within the boundaries of their electoral district.

.02 In exceptional circumstances, a Member may operate a constituency office outside of the boundaries of their electoral district if permission to do so is granted in writing by the Speaker and, if applicable, the Caucus Chair or the House Leader of the caucus with which the Member is affiliated.

For certainty, an exception may include the co-location and co-use of a single constituency office space by two or more Members from neighbouring electoral districts.

.03 A prospective constituency office location is a shared responsibility of the Member and the Legislative Assembly Administration. A Member may, at their discretion, undertake this task with or without the support of Client Services. It is expected that an existing constituency office within the electoral district is continued to be used where feasible. The following considerations must be factored into a decision on the prospective lease or lease renewal of an office space:

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- a) the general suitability and existing amenities available with the space for use as a constituency office;
- b) ease of safe access;
- c) availability of parking;
- d) access by transit, where applicable; and
- e) ability to display identifiable signage, preferably on street frontage.

**3. Co-location of Constituency Office with Other Elected Official**

.01 A Member may co-locate (share) constituency office accommodation (whether primary or secondary) with a Member of Parliament or an elected municipal official from the community in which the constituency office is located. A Member must facilitate such an arrangement through Client Services, which must be established through a written agreement between all parties and include provisions for cost sharing and recovery and any other conditions that Client Services, in consultation with the Member and Legal Services, determines are necessary to protect the interests of the Member and the Legislative Assembly.

**4. Space Requirements**

.01 A Member must be guided by accommodation specifications required for a constituency office, as maintained by Client Services, when making a final decision on whether to proceed with a lease of a space for use as a constituency office. A constituency office must, at minimum:

- a) have adequate working space for the Member and their staff;
- b) have a waiting area or physical separation (e.g., counter, pony wall) between those visiting the office and those working in the office;
- c) have a secure room (e.g., office or meeting room);
- d) have a washroom;
- e) have 2 points of entry or exit (ingress/egress);
- f) have required infrastructure to support the installation and functioning of necessary information technology and security equipment; and
- g) be wheelchair accessible.

.02 Prior to executing a lease, to assess the suitability of the space to be used as a constituency office and to inform any renovation (tenant improvement) or security or technological upgrade requirements,

- a) a Member or Client Services may request a physical accessibility review of the space; and

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- b) a Member may request a security review of the space, which may also be undertaken at the sole discretion of the Office of the Sergeant-at-Arms.

.03 The costs for a review undertaken in accordance with section 4.02 are paid from the central constituency office leasing budget.

.04 A significant departure from the standard accommodation specifications for a constituency office may be considered in exceptional circumstances. In such instances, the circumstances and considerations must be documented by Client Services, reviewed and endorsed by the Member, and approved in writing by the Speaker.

**5. Lease Agreement**

.01 The constituency office lease negotiation and execution process must be facilitated by Client Services once a suitable constituency office location is identified with the Member. For certainty, a Member maintains discretion on whether to use services available through Client Services to undertake a search for space in their own right but must confirm that the prospective constituency office location meets the accommodation specifications and must execute the lease with the support of Client Services.

.02 A constituency office lease must be entered into in the name of the Legislative Assembly by the Clerk of the Legislative Assembly or their designate. When possible, the Member will be added as a secondary signatory to the lease agreement.

.03 The Clerk of the Legislative Assembly may establish mandatory (non-negotiable) lease agreement clauses pertaining to:

- a) early termination of the lease;
- b) holdover of the lease; and
- c) health, safety, and security requirements.

.04 The rent for a constituency office lease must not exceed the fair market rate for similar space in the area in which the office is located.

**6. Lease Term**

.01 A constituency office lease term cannot exceed 8 years, calculated from the time the lease is entered into until final voting day of the second provincial general election at the date prescribed by section 23 (2) of the *Constitution Act* (R.S.B.C. 1996, c. 66), plus 2 months. A maximum 8-year lease term can only be considered for an electoral district set out in Appendix B.

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02. In an electoral district where a maximum 8-year lease term cannot be entered into in accordance with section 6.01, 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.

**7. Primary  
Constituency Office**

- .01 A primary constituency office is the location where, within the electoral district, the Member and their staff are primarily based.
- .02 Standard lease costs for a primary constituency office are paid from the central constituency office leasing budget.

**8. Secondary  
Constituency Office**

- .01 If a Member's electoral district covers a geographic area of 2,500 square kilometers or more, the Member may, at their sole discretion, choose to establish and operate a secondary constituency office within their electoral district.
- .02 A secondary constituency office must be located 50 kilometers or more from the primary constituency office.
- .03 Standard lease costs for a secondary constituency office are paid from the central constituency office leasing budget.
- .04 The costs of operating a secondary constituency office are funded from the Member's constituency office allowance.

**9. Meeting Room  
Rental for  
Constituency Business**

- .01 A Member may rent a meeting room in a community within their electoral district to assist the Member in fulfilling their constituency responsibilities and claim reimbursement, subject to section 9.02, provided that:
- a) the meeting room is located 50 kilometers or more from the Member's primary or secondary constituency office (this provision does not apply if the community in question is inaccessible directly by road);
  - b) the Member is hosting the meeting; and
  - c) the Member intends to be physically present at the meeting.
- .02 The cost of a meeting room rental is reimbursable up to a cap of the maximum fair market rate for various geographic areas of the province, as established by Client Services, from the central constituency office leasing budget.

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.03 The cost of a meeting room rental that does not meet the requirements set out in section 9.01 or that are in excess of the reimbursement cap set out in section 9.02 may be funded from the Member's constituency office allowance.

.04 Any discretionary costs or fees relating to a meeting room rental, including audiovisual and catering costs, must be funded from a Member's constituency office allowance.

.05 Arrangements for a meeting room rental must be made by the Member or their staff.

**10. Renovations and Tenant Improvements**

.01 A Member or Client Services may determine that renovations (tenant improvements) are required in a constituency office space to meet accommodation specifications or other requirements (e.g., unique security considerations), or to address normal wear and tear, which may include items and fixtures set out in Appendix C.

.02 Renovations (tenant improvements) cannot be initiated solely for aesthetic or design preference reasons, though a Member may choose to pay for such work using their constituency office allowance.

.03 A renovation request is submitted to Client Services and treated as a tenant improvement for lease purposes. If the request conforms with the requirements of section 10.01, Client Services must undertake the necessary arrangements on a Member's behalf, working with the landlord to ensure satisfactory and timely completion of the specified scope of work.

.04 Tenant improvement costs must be included in the constituency office lease, paid upfront by the landlord, and amortized over the term of the lease. In exceptional circumstances, the Clerk of the Legislative Assembly or their designate may authorize the payment of tenant improvement costs upfront by the Legislative Assembly from the central constituency office leasing budget.

**11. Relocation of Constituency Office During Lease Term**

.01 In exceptional circumstances, such as for health, safety, and physical security considerations, a Member may determine that the location or physical infrastructure of their constituency office is no longer suitable. In such instances, a Member must submit a written request outlining the circumstances to the Clerk of the Legislative Assembly, who must review the matter and consider the practical, financial, security, and legal implications of the Member's request and provide a recommendation to the Speaker for approval.

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- .02 A request to relocate a Member's constituency office during the lease term must be approved in writing by the Speaker.
- .03 If a Member's request to relocate their constituency office during the lease term is approved by the Speaker, any associated penalty, moving, storage, and administrative costs are paid from the central constituency office leasing budget.

**12. Resignation, Recall, or Death of a Member**

- .01 If a Member resigns, is recalled, or dies in office during a Parliament, Client Services must maintain the constituency office lease until a new Member is elected for that electoral district. A new Member must assume their predecessor's constituency office space unless it is impractical to do so based on geographic location and the Speaker approves in writing the Member's request to relocate the constituency office.
- .02 If a request under section 12.01 is approved, any costs stemming from the office closure and associated moving, storage, and administrative costs are paid from the central constituency office leasing budget.

**13. Signage**

- .01 Exterior signage at a constituency office
  - a) must contain the name of the Member or the name of the electoral district as the primary focus;
  - b) must be in English and may include text in other languages so long as the content is consistent with this section;
  - c) must not display the name or logo of a political party or contain language of a partisan or political nature;
  - d) must not fully obstruct the visibility of visitors entering the office; and
  - e) should align with the Legislative Assembly's visual identity.

**14. Escalation and Appeal of Decision**

- .01 A concern or impasse on a constituency office leasing matter must be escalated to the Deputy Clerk of the Legislative Assembly for review, whether by the Member or Client Services.
- .02 A Member may appeal a constituency office leasing decision made by Client Services or the Deputy Clerk of the Legislative Assembly to the Speaker.
- .03 A Member may appeal a decision of the Speaker under this policy to the Subcommittee on Administration and Operations of the Legislative Assembly Management Committee, whose decision is final.

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<b>Contact</b>	Questions regarding this policy may be directed to Client Services at <a href="mailto:LeasingSupport@leg.bc.ca">LeasingSupport@leg.bc.ca</a> .
<b>Procedures</b>	<i>Accommodation Specifications</i>
<b>References</b>	None

Approved and authorized by the Legislative Assembly Management Committee on May 7, 2024.

**POLICY HISTORY**

Version 1	May 7, 2024
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**APPENDIX A  
STANDARD LEASE COSTS**

Every constituency office space is unique. Regardless of whether they form part of the lease agreement, the following costs are considered standard lease costs that are covered from a central budget by the Legislative Assembly, regardless of whether the costs form part of a lease agreement or are otherwise secured through a service provider.

- Alarm monitoring
- Annual fire inspection
- Cable television
- Garbage pickup
- Fire and safety (extinguishers and emergency lighting)
- Health and safety testing or monitoring
- Insurance
- Internet
- Janitorial services and supplies
- Parking
- Pest control
- Plumbing (including repairs)
- Property maintenance
- Property taxes
- Recycling and waste removal
- Rent
- Signage identifying the space as the Member's constituency office (installed only)
- Security (physical)
- Sewer
- Snow removal
- Utilities (including hydro, heating, gas)
- Water
- Window cleaning (exterior)

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**APPENDIX B  
ELECTORAL DISTRICTS ELIGIBLE FOR AN 8-YEAR LEASE TERM**

<b>Electoral District</b>	<b>Sq. Km.</b>
Abbotsford-Mission	88
Abbotsford West	91
Burnaby Centre	18
Burnaby East	36
Burnaby-New Westminster	9
Burnaby North	17
Burnaby South-Metrotown	20
Coquitlam-Maillardville	33
Delta North	28
Esquimalt-Colwood	53
Kelowna Centre	72
Langford-Highlands	86
Langley-Walnut Grove	67
Langley-Willowbrook	23
New Westminster-Coquitlam	13
North Vancouver-Lonsdale	22
Port Coquitlam	34
Port Moody-Burquitlam	84
Richmond Centre	7
Richmond-Queensborough	90
Richmond-Steveston	31
Surrey City Centre	17
Surrey-Cloverdale	30

<b>Electoral District</b>	<b>Sq. Km.</b>
Surrey-Fleetwood	15
Surrey-Guildford	46
Surrey-Newton	14
Surrey North	27
Surrey-Panorama	13
Surrey-Serpentine River	36
Surrey-White Rock	68
Vancouver-Fraserview	12
Vancouver-Hastings	14
Vancouver-Kensington	9
Vancouver-Langara	12
Vancouver-Little Mountain	10
Vancouver-Point Grey	41
Vancouver-Quilchena	24
Vancouver-Renfrew	8
Vancouver-South Granville	7
Vancouver-Strathcona	12
Vancouver-West End	14
Vancouver-Yaletown	4
Victoria-Beacon Hill	83
Victoria-Swan Lake	18
West Vancouver-Capilano	81

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**APPENDIX C  
ELIGIBLE TENANT IMPROVEMENTS**

Every constituency office space is different. Depending on the state of a prospective or existing constituency office space, a Member or Client Services may determine that renovations (tenant improvements) are required to meet accommodation specifications or other requirements (e.g., security considerations), or to address normal wear and tear, which may include items and fixtures.

Tenant improvements are limited to the purchase, installation, replacement, repair, and any required consequential work (as applicable) for:

- Baseboard
- Blinds
- Ceiling
- Connectivity infrastructure (internet and cable)
- Door
- Electrical connectivity
- Fire life safety equipment
- Flooring
- Heating, Ventilation, and Air Conditioning (HVAC)
- Hot water tank or water heater
- Internet connectivity
- Kitchen/kitchenette cabinets
- Lighting (including emergency and security lights)
- Microwave
- Moulding (baseboard)
- Plumbing
- Refrigerator
- Security system (including alarm)
- Wall
- Washroom
- Window