

Attachment #2

Information Sharing Agreement Under the
SHORT TERM RENTAL ACCOMMODATIONS ACT

INFORMATION SHARING AGREEMENT
under the SHORT-TERM RENTAL ACCOMMODATIONS ACT

dated the _____ day of _____, 2024 (“Effective Date”)

BETWEEN:

His Majesty the King in Right of the Province of British Columbia,
represented by the Minister of Housing
(the “Minister of Housing”)

AND:

[insert name of local government]
(“Local Government”)

BACKGROUND

- A. Starting May 1, 2024, platform service providers are required to record and maintain certain records and disclose those records to the Minister of Housing. The collected Platform Service Provider Required Information¹ may then be shared with local governments through the Province’s STR Data Portal, contingent upon this Agreement, and in accordance with STRAA.
- B. The Province expects that the Platform Service Provider Required Information will be provided by platforms as required by, and in accordance with, STRAA and its regulations, and the Minister of Housing and local governments will be able to use this information to support enforcement of their respective laws and bylaws.
- C. Starting May 1, 2024, supplier hosts are required to display a valid business licence number on their listing in areas where a business licence is required by the local government. Local government Business Licence Information shared by local governments with the Ministry of Housing will be integrated into the STR Data Portal to support Provincial and local government enforcement of their respective laws and bylaws.
- D. Local governments and the Ministry of Housing are public bodies governed by FIPPA and must collect, use and disclose Personal Information only as authorized by FIPPA and STRAA.
- E. To support the above noted purposes, the Parties wish to share Personal Information on the terms and conditions set out in this Agreement.

¹ Capitalized and initialized terms are defined at section 1.
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AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, agreed to and accepted, the Parties agree as follows:

1. Definitions

In this Agreement:

- (a) **“Agreement”** means this Information Sharing Agreement between the Minister of Housing and the Local Government;
- (b) **“Business Licence Information”** means information associated with the business licence requirement (as that term is defined in STRAA) as collected by the Local Government for the relevant short-term rental bylaw, which information may include the following, as applicable: the address of the relevant property where the licensed activities are to be provided; the applicable business licence number; the effective period of the licence; and the name, telephone number, address, email address, and if applicable, fax number of each licensee and person acting on behalf of, under the direction of or as agent of the licensee;
- (c) **“STR Data Portal”** means the electronic portal on an authorized site (as that term is defined in the Short-Term Rental Accommodations Regulation) ;
- (d) **“Effective Date”** means the date written above;
- (e) **“FIPPA”** means *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c 165, as amended, supplemented, or replaced from time to time;
- (f) **“Parties”** means the Minister of Housing and the Local Government, and “Party” means any one of them;
- (g) **“Personal Information”** means one or more of the following:
 - i. Platform Service Provider Required Information; or
 - ii. Business Licence Information
- (h) **“Platform Service Provider Required Information”** means the information described under s. 17(1)(c) of STRAA and includes certain short-term rental information as that term is defined at s. 1 of STRAA;
- (i) **“short-term rental bylaw”** has the same meaning as defined at s.1 of STRAA;
- (j) **“short-term rental information”** has the same meaning as defined at s.1 of STRAA;
- (k) **“STRAA”** means *Short-Term Rental Accommodations Act*, SBC 2023, c 32, as amended, supplemented, or replaced from time to time; and

2. Purpose of this Agreement

The purpose of this Agreement is to document the terms and conditions of the exchange of Personal Information by the Parties, in compliance with FIPPA and STRAA.

3. Purpose of the Information Sharing

The purpose of the Minister of Housing for sharing Platform Service Provider Required Information with local governments through the STR Data Portal is to support local governments' enforcement of their short-term rental bylaws and related bylaws.

The purpose of local governments for sharing Business Licence Information with the Minister of Housing is to support the administration and enforcement of STRAA and the enforcement of short-term rental bylaws and related bylaws.

4. Authority for Collection, Use and Disclosure of Personal Information

The Parties acknowledge and agree that the collection, use and disclosure of Personal Information will be as follows:

4.1 The Minister of Housing may collect, use and disclose Business Licence Information from local governments for the Provinces' administration or enforcement of STRAA or to support the enforcement of the local governments' short-term rental bylaws and related bylaws. However, if the Minister of Housing collects Business Licence Information from a local government, the Minister of Housing shall not disclose the Business Licence Information to a local government, other than the local government from which the Business Licence Information was collected. The Minister of Housing may disclose Platform Service Provider Required Information to local governments to support the enforcement by local governments of short-term rental bylaws and related bylaws.

4.2 Local governments may collect and use Platform Service Provider Required Information from the Minister of Housing, and disclose this Platform Service Provider Required Information, for the enforcement of short-term rental bylaws and related bylaws. Local governments may disclose Business Licence Information to the Minister of Housing under this Agreement for the administration or enforcement of STRAA or to support the enforcement of the local governments' short-term rental bylaws and related bylaws.

4.3 Local governments will only receive Platform Service Provider Required Information from the Minister of Housing for their own jurisdiction.

4.4 A local government may disclose Platform Service Provider Required Information that was received from the Minister of Housing for enforcement of its short-term rental bylaws and related bylaws to another local government for enforcement of the other local government's short-term rental bylaws and related bylaws, provided that the local governments confirm they have each entered into an information sharing agreement with respect to the Platform Service Provider Required Information with the Minister of Housing, and the local governments have entered into an information sharing agreement with each other that keeps Platform Service Provider Required Information confidential on terms no less protective than the terms applicable to the Parties under this Agreement. However, the Platform Service Provider Required Information must not be shared with the public except as required for and in connection with enforcement of short-term rental bylaws and related bylaws.

4.5 The collection, use and disclosure of Personal Information described above is in accordance with:

- (a) sections 26(a)(c), 27(1)(a)(iii), 32(a), and 33(2)(e) and (g) of FIPPA; and
- (b) sections 33-35 of STRAA.

4.6 Per section 35 of STRAA, Part 2 of FIPPA does not apply to certain information, including Platform Service Provider Required Information, and a public body must not disclose such information except as authorized by sections 33(2) or 34 of STRAA.

5. Accuracy – No Warranties or Representations

5.1 Each Party will make every reasonable effort to ensure the Personal Information shared pursuant to this Agreement is accurate and complete.

5.2 Each Party acknowledges and agrees that all Personal Information shared under this Agreement is shared on an “as is” basis and the Parties each make no warranties or representations of any kind (whether express or implied) with respect to the Personal Information, including without limitation, any warranties or representations that the Personal Information (or any part of it) is accurate, complete or up-to-date, or free from errors or omissions, in whole or in part, or that the Personal Information will be fit for any purpose.

5.3 Each Party assumes no liability, whatsoever, in relation to the disclosure or use of the Personal Information by the other Party.

6. Security

The Parties acknowledge and agree that:

- 6.1 Each Party will make reasonable arrangements to maintain the security of the Personal Information shared under this Agreement in its custody, by protecting it against such risks as unauthorized access, collection, use, disclosure or disposal.
- 6.2 The Minister of Housing will implement this Agreement in conformity with the government’s Information Security Policy, and the Local Government will implement this Agreement in conformity with its own information security policies.
- 6.3 Each Party will advise the other Party immediately of any circumstances, incidents or events which to its knowledge have jeopardized or may in future jeopardize:
 - the privacy of individuals;
 - the security of any computer system in its custody that is used to access the Personal Information shared under this Agreement.

7. Compliance Monitoring and Investigations

The Parties acknowledge and agree that:

7.1 Each Party will investigate all suspected cases of:

- unauthorized access to or modification of the Personal Information shared under this Agreement in its custody;
- unauthorized use of the Personal Information shared under this Agreement in its custody;
- unauthorized disclosure of the Personal Information shared under this Agreement in its custody;
- breaches of privacy or security regarding the Personal Information shared under this Agreement in its custody or with any computer system in its custody that is used to access it.

7.2 Each Party will report to the other the results of any such investigation and the steps taken to address any remaining issues or concerns about the security of the Personal Information shared under this Agreement or computer systems, or the privacy of individuals to whom the Personal Information relates.

8. Modification or Termination of Agreement

This Agreement may be modified or terminated at any time by written agreement of all Parties.

9. Termination of Agreement – Non-Compliance

This Agreement may be terminated at any time by any Party if the other Party fails to meet its obligations under this Agreement.

10. Term of Agreement

This Agreement will be in force during the period commencing from the Effective Date until it is terminated in accordance with sections 8 or 9 of this Agreement.

11. Survival

If this Agreement is terminated in accordance with paragraphs 8 or 9, paragraphs 6 (Security) and 7 (Compliance Monitoring and Investigations) will continue to apply to any Personal Information disclosed under this Agreement.

12. Access Requests

12.1 The Parties acknowledge that Part 2 of FIPPA does not apply to Platform Service Provider Required Information, and that s. 35 of the STRAA prohibits disclosure of that information.

13. General

13.1 The Parties shall do such things and execute such documents and, in such form, as may be reasonably necessary in order to give effect to this Agreement.

13.2 This Agreement may be executed in counterparts, with the same effect as if each of the Parties had signed the same document, such that both counterparts together shall constitute one Agreement.

The Parties, intending to be legally bound as of the Effective Date, have executed this Agreement by their respective duly authorized representatives.

Agreed to on behalf of His Majesty the King in Right of the Province of British Columbia, as represented by the Minister of Housing, by its duly authorized representative:

(Name)
(Title)

Agreed to on behalf of the Local Government (by its authorized signatory):

Name:
Title: