



All the young folks in the Camp Fircom boat at the 2012 BC Food Systems Network Gathering, Gambier Island, BC.



## B.C. LAND ACCESS GUIDE

Edition 4.0

## ACKNOWLEDGEMENTS

Young Agrarians recognizes Indigenous title to all lands in Canada. It is our responsibility to care for and respect the land that we live on and depend upon for water, food and shelter. In a time of climate change, we believe that we must all do our part to nurture resilient food systems (local, ecological and equitably produced) choosing with our dollars, values and hands to consume and produce foods that are healthy for us, the land and its creatures, and future generations.

Thank you to all of the farmers, organizations, collaborators and funders who participated in the making of this guide. Particularly, thanks to Colleen O'Brien, Mike Nyberg, Esther Amezcua, Ashala Daniel and Katie Robinson, Stephanie and Mike Bird, Tristan Cavers, Jesse Howardson, Robin Tunnicliffe, Marlene and Paul Thimmer, and Emi Do for taking time to welcome us to your farm, chat by phone, share insights, stories, and the heartfelt and sometimes hard learnings from your journeys into organic and ecological farming.

A special thanks to Heather Pritchard (Foodlands Co-operative of B.C.), Christie Young (Farm Start Ontario), Severine Von Tscharner Fleming (Greenhorns) and Seann Dory (Salt & Harrow) for hours of advice and council – and for believing in and pioneering this work.

## LEAD RESEARCHER & WRITER

Robin Tunnicliffe

## COORDINATORS & CONTRIBUTING

### RESEARCHERS & WRITERS

Sara Dent, Darcy Smith

## CONTRIBUTING WRITER & EDITOR

Shelby Tay

## PHOTOGRAPHY

Sara Dent, Shelby Tay, Marlene & Paul Thimmer

## COLLABORATORS



# GREENHORNS

## FUNDERS



# Vancity

**Vancity** Community Foundation



The Organic Sector Development Program - Certified  
Organic Associations of BC



Agriculture and  
Agri-Food Canada

Agriculture et  
Agroalimentaire Canada

# AGRARIANS FOUNDATION

The 4th edition of the B.C. Land Access Guide was updated October, 2019. The B.C. Land Access Guide is Copyright © 2013–2021 by Young Agrarians. All rights reserved. We hope that you'll share it and reference it (just as long as you do not sell it). Please contact [land@youngagrarians](mailto:land@youngagrarians) if you are interested in adapting the B.C. Land Access Guide.

Send us notes with suggestions on what the next edition should include and let us know if you spot any rogue errors.





## WELCOME YOUNG AGRARIANS!

Young Agrarians (YA) is a farmer-2-farmer resource network that delivers programs and services year-round to support the next generation of ecological food growers in Canada! **Our goal is to grow new farmers**, and we do that in many ways, including celebrating, connecting and inspiring food growers and farm lovers of all ages. Young Agrarians are: young and new food growers, rural, peri-urban and urban farmers, market and community gardeners, food policy geeks, community groups, educators, organizations – and anyone focused on ecologically regenerating the agriculture of our country. Since beginning in 2012, YA is now the largest new and young farmer network in Canada. We're grassroots coast-to-coast, with programs in B.C. and Alberta, and plans to grow.

Young Agrarians works to support new farmers to thrive as ecological, regenerative, or certified organic food producers. The focus of our community building work is to grow peer and mentorship support networks, nurture collaboration where possible, and make visible needed resources to our growing sector. We've got our ear to the ground for what farmers in our network need to get where they want to go – from financially viable farming models to programs and resource tools.

### WHO WE COLLABORATE WITH:

**Food Growers:** Rural & Urban Farmers, Regenerative Agriculture Practitioners, Holistic Managers, Ecologists, Market Gardeners, Permaculturists, Land Stewards & more...

**Funders:** Donors, Foundations, Government, Sponsors

**Organizers:** Community Groups, Food & Farm Organizations, Market Builders

**Teachers:** University & Educational Providers

**The Public:** Food & Farm Lovers!

### BIG PICTURE - WHAT WE DO:

**Apprenticeship:** Supporting farms to provide educational training opportunities to grow a new generation of skilled farmers

#### Community Building & Facilitated Social Networking:

- Events on Farms: Farm Tours, Skills Shares, Weed Dates, Potlucks, Land Socials, & more
- Events off Farm: Multi-Day Winter Mixers, Land Links, Workshop Intensives & more

**Land Access:** Developing supports to get new farmers on land

**Mentorship:** Supporting new farmers to access mentorship to grow their farms

**Resource Aggregation & Tools:** U-Map, Land Access Guides, Lease and License Templates, Business Planning

**Research & Evaluation:** Program Assessment & Educational Partnerships

**Sector Development:** Working with stakeholders to support research, policy development and program creation

### BUILD COMMUNITY WITH US ONLINE:

**Blog:** [youngagrarians.org](http://youngagrarians.org) – blog with us!

**UMAP:** [maps.youngagrarians.org](http://maps.youngagrarians.org) – add your listing!

**Facebook, Twitter, Instagram, Flickr:** share content at @youngagrarians



Young Agrarians First (Ever) Young Farmer Mixer! January 2013, Summerhill Winery, Kelowna, BC



## TABLE OF CONTENTS

---

3	WELCOME!
5	HOW THIS GUIDEBOOK CAN SUPPORT YOU
6	I. SELF REFLECTION: GETTING THE EXPERIENCE YOU NEED
13	II. DEVELOPING A BUSINESS PLAN
16	III. FINDING LAND
17	IV. ASSESSING A SITE FOR AGRICULTURAL SUITABILITY
19	V. OPTIONS FOR LAND ACCESS
40	VI. IN SUMMARY: ACCESSING LAND IN A CHANGING CONTEXT
41	RESOURCES
43	APPENDIX A: PROVINCIAL POLICY AND LEGISLATION
46	APPENDIX B: WORKING THROUGH YOUR AGREEMENT
49	APPENDIX C: SAMPLE DOCUMENTS: NET WORTH STATEMENT, SAMPLE LEASE



Young Agrarians Potluck and Farm Tour at UBC Farm, July 2012





## HOW THE LAND ACCESS GUIDE CAN SUPPORT YOU

The purpose of this guide is to support new and landless farmers to choose a path forward to access land. In researching and writing this guide, the driving question has been: how are new farmers getting onto the land? There are several different options to consider, from leasing and purchasing to community farms and incubator plots – each with its own set of pro's and con's. Farming is hard work and it takes significant planning, perseverance, and determination to be successful.

This guide will lead you through a brainstorming and reflection process to help frame your needs and directions. It will outline the various choices for accessing land, and provide useful tips for assessing land for farming, a checklist for developing farm access agreements with a landowner, and sample agreement templates annotated in plain language. You'll also find examples from the YA network of different types of land access relationships from leasing to owning to family tenure. All of the organizations, resources and links cited throughout this guide are listed for your reference in the Resources section at the end.

In B.C., we highly recommend connecting with a Land Matcher through Young Agrarians early in your land access journey. A Land Matcher can guide you to resources, support with business planning, help you determine your needs, and ultimately help you get on the land through the B.C. Land Matching Program. Just email [land@youngagrarians.org](mailto:land@youngagrarians.org)!

## CONTEXT

As per the last national agriculture census in 2016, 2.2% of Canadian agriculture was certified organic. Add in farmers who are using sustainable or regenerative practices but have not pursued organic certification and ecological food production may account for less than 5% of Canadian agriculture. With climate change brewing and demand growing for organic food, we need new people taking up the art and science of ecological farming who can weather the challenges of our times. In BC, the average age of farmers is 56, and 58% of farmers are 55 years or older. Just 6.9% of BC farmers are 35 and under, but there is good news: while we've been steadily losing young farmers for decades, 2016 marked the first time in 30 years that we gained farmers under 35!

## CHALLENGES: ACCESS TO LAND AND CAPITAL

Land and housing prices in BC are the highest in Canada. Things have changed for our generation. Housing and job markets look different than they did even 20 years ago. These days, many of us work several different jobs with considerably less job security and a limited ability to plan for retirement. Buying land without existing capital (equity), family support or a business partner to finance farm start-up is extremely challenging. That's why we put this guide together: to support you in your decision-making process to figure out what is viable for you to get on land and start a farm business.

<sup>2</sup> Statistics Canada, 2016 Census of Agriculture

## I. GETTING THE EXPERIENCE YOU NEED

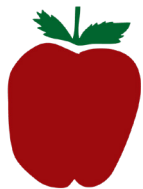
### READY, SET, GO!

This section explores some of the steps that can prepare you for farming, starting with an excerpt remixed from the *Greenhorns Guidebook for Beginning Farmers* that we thought summed things up nicely.

To enter farming requires ongoing education, planning, fortitude, and patience. Maybe you are already signed up for a summer apprenticeship. Maybe you are just super tuned-in to food and are dreaming of an agrarian future. Maybe it's winter. Whatever the factors, there are quite a few things you can do right now to get closer to your goal:

get strong	run up the stairs, bike to work, establish good posture, begin a stretching routine, build core muscle strength, start using small hand tools and grow the calluses on your hands.
get nimble	start a savings account, pay off all debt, attend skill shares, workshops and practical trainings, network aggressively, practice thrift, scavenge and cache useful implements and well-built kitchen supplies, learn to can/jam/preserve and cook food cheaply and well, learn carpentry, basic plumbing, machine repair, welding, and above all skills-share with your friends who know how to do all of that stuff.
get community	repair any strained relations with land-owning friends and family, show up at community events, stay in touch.
get opportunity eyes	start composting NOW, observe and learn how to read the landscape, think water retention and drainage, and land use, read natural history, read human history.
get ready to work	help out on a farm near where you live, be an opportunistically friendly neighbor and helper in your community, apply yourself fully to the task at hand, do not flinch when it is hot and smelly, accustom yourself to service.





## FINDING LEARNING OPPORTUNITIES

Most farmers start on their path learning from others, whether through volunteering on farms to working seasonal farm jobs, or pursuing farm education in formal and informal learning environments. Internships and apprenticeships are great for getting more practical hands on learning; they can be paid or unpaid. Some farms have more structured educational programs established while on other farms you may be fully immersed in day-to-day activities and build your skills as you go. Whatever route you pursue, getting an education in farming is key to understanding whether you want to start your own farm business – and how you would want to run it.

Check out the Young Agrarians UMAP ([maps.youngagrarians.org](http://maps.youngagrarians.org)) for online resources: see what educational programs exist in BC, and what organizations that can connect you to volunteer, intern and job opportunities. Farmers' Markets are great places to connect with farmers who are doing the type of farming that interests you and to find out whether they take volunteers, have internship programs or paid work. The YA website features hundreds of job postings every year from all sorts of small-scale ecological farms across Canada!

### TWO WELL-KNOWN PROGRAMS:

**SOIL** is a non-profit organization established in 1989 that “links Canadian farmers willing to take on and train apprentices with folks wanting to work and learn on an organic farm using sustainable practices.”

**WWOOF** stands for Worldwide Opportunities on Organic Farms, where “in return for volunteer help, WWOOF hosts offer food, accommodation and opportunities to learn about organic lifestyles.”

### THERE IS NO SUBSTITUTE FOR EXPERIENCE.

There is so much learning that happens when you're fully immersed in a farming operation (good and bad), and it will inform how you chose to manage your farm in the future. Maybe you like your tools organized a certain way, or like to use particular harvesting and washing techniques, prefer to work markets or sell through a Community Supported Agriculture (CSA) model... Whatever the case, getting experience on other people's farms is key to knowing whether long-term farming is for you.



**THAT FIRST FARM EXPERIENCE WILL HELP YOU FIND ANSWERS TO THE FOLLOWING QUESTIONS:**

**What do you want to farm?**

**Are you an animal person, a vegetable person, a cut-flower person?**

**Do you have the discipline for dairy? The might for fieldwork? The patience for regulatory labyrinths? The stamina for farmers markets?**

**Do you like interacting with the eaters? Is your focus inner-city nutrition or high cuisine? Do you like food-processing/value-added products?**

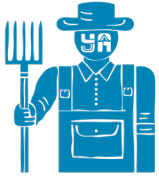
**Some folks decide that they don't want to be farmers and instead start other farm-based businesses, like specialty tool companies.\***

The land-seeking farmer should think hard about whether they have the necessary experience to pull off their endeavour. We say this because growing food is hard work, both physically and mentally – many farmers can relate to the challenges of working alone for periods of time in order to operate their farms and the regret of expensive mistakes. For the new entrant to agriculture, an apprenticeship under an experienced farmer is an invaluable first step, and working as a hired farmhand can impart a sound grasp of the business of farming. Being connected to a farm can also provide valuable networks in the community that can be worth a lot in terms of saving time and creating future opportunities if you decide to start your own farming business in the future.

There are many different types of farming and, in turn, many ways to shape your commitment to the land. Building an agrarian lifestyle that is financially sustainable and creates a healthy balance is an evolving process, and requires solid planning. Often, farmers have a hybrid strategy of on- and off-farm work, as well as seasonal highs and lows in production and income, which is important for assessing cash flow for the year. Farming requires you to develop contingency plans in case things don't go as planned, and it requires thinking well into the future for the long-term management of crops, soil health, and business development. The next section will guide you to reflect on how you want to shape your agrarian life.

\*Source: Greenhorns Guidebook for Beginning Farmers





## YOU + FARMING = ?

Whether you've just gotten the farm bug or have been farming for years and are now ready to take on a piece of land on your own, take some time to get into the nitty gritty of what your ideal farming scenario looks like.

**We encourage you to use the notes section on the next page to put down responses to the following questions:**

What aspects of farming are you good at and what aspects do you find challenging?

Many (often unanticipated) skills go into running a successful farm. Figuring out what your assets are and where you have skills gaps will help you figure out what you need to run a viable operation. This doesn't mean you have to be good at everything, but it means you can hone in on the things that will give you the best return, and figure out how to bring in the skills that you need. Maybe you can harvest salad greens like nobody's business or maybe you are great at building structures or selling at the Farmers' Market.

What are your lifestyle dreams / hopes / needs outside of farming? Do you want to be a part-time or full-time farmer?

Farming, like many livelihoods, blends occupation with lifestyle – on the one hand, that's what draws a lot of farmers into farming – on the other hand, it means there's always more to be done. And that means being pressed to make sacrifices. Think about what is important to you, and what you aren't ready to give up. For example: Do you need to attend your favourite cultural events in the summer months, or go take care of family in another part of the country? Are you a contractor that wants to farm and do your other paid work at the same time? If these are lifestyle needs for you now, you may want to consider putting in an orchard, which would require less intensive management than annual vegetables or livestock, and your heavy work times would be Spring and Fall rather than throughout the growing season. Think about what crops and practices will enable you to make space for the other things that are important to you.

How much risk and financial insecurity can you take on?

Consider your tolerance for risk, financial insecurity, isolation and physical labour. There are ways to figure out how to work within your limits, but these are all things that you will likely have to navigate. Knowing where your limits lie will help you make better decisions for yourself – and stronger commitments when it comes to working with others. That may mean that you decide to take another year to save up, build more credit or take care of that crick in your back. For instance, clearing raw land in the far north may be cheaper than buying land in Southern B.C., but how much market cultivation will you have to do to sell your product? Farming in an urban setting may be convenient for access to markets but growing your business may involve leasing multiple parcels that can result in a lot of landlord relationships to maintain. No farming situation is perfect, but thinking through your ideal scenario will help you weigh your options.

What do you want your community to look like?

Growing your business in an established farming community may require more attention to marketing and maintaining a competitive edge – but being part of a farming community also provides the opportunity to connect with peers for knowledge sharing, co-operative marketing models and other forms of collaboration. Think about what you're looking for in a farm and in a community.

Do you want to live rurally or near to the city? Do you want an area that has strong support for agriculture with farmers markets and businesses that are actively seeking and promoting their local food purchasing? Or, are you willing to trail blaze and contribute to building a local food culture in a more remote location?

Notes:



## II. DEVELOPING A BUSINESS PLAN

### (WHAT YOU + FARMING EQUALS IN NUMBERS)

Writing a business plan can seem like a daunting task, especially if you're new to managing a business (let alone a farming business) or if you're someone who isn't in the practice of writing things down. Nonetheless, it is an essential step for actualizing your farming vision and for clearly articulating your vision to others. You may also need a business plan to apply for a loan or funding or to demonstrate your commitment to a potential landlord; through this process you'll get a lot clearer on what it is that you want to achieve and how. Do seek out advice and mentorship as you solidify your business plan. Your business plan is a living document – it will evolve as you grow your farm (plan to revisit it annually or even seasonally), and a good framework will give you the space to iron out the kinks. For step-by-step guides on how to business plan, please visit the Young Agrarians Business Tools page at: [youngagrarians.org/tools/business](http://youngagrarians.org/tools/business).

1

**A business plan will help paint a picture of your ideal farming operation and what you require in terms of land, length of lease, and infrastructure (such as buildings, fencing, greenhouses and irrigation) to run your business. Think about the following questions to help figure out your requirements for land:**

- How much land will you need in your first year and do you want to increase your acreage in future years?
- Do you want to be certified organic?
- How long will your crops take to produce?
- What kind of soil and terrain do you need for your crops or livestock?

2

**A business plan will highlight your financial situation. Planning for cash flow can make or break your farming business. Having a solid grasp on your finances is absolutely crucial before you consider applying for funding/financing, signing a lease, or talking to a realtor. See Appendix C for a sample Net Worth Statement.**

- How much income do you need to live on?
- How much can you expect to bring in from on and off-farm work?
- How much can you afford to spend on your business in the beginning?
- How much money do you need monthly to cover production expenses?
- How long will your money last before you have to find other work?
- Can you afford labour, or will you keep the scale of your operation manageable for you and/or your family?

## TIPS FOR WRITING A BUSINESS PLAN

1. Make lots of time to do it right. Daydream, read, visit other farms and find ways to collect your ideas in photos and writing.
2. Build the foundation to give your dream some legs: figure out the markets for what you want to sell, find out what other farmers are charging, talk to farmers about the feasibility of your plan, and talk to your prospective clients about what kind of volume they would buy at different prices.
3. Think about what your farm would need to look like to accomplish these marketing goals: size of land, buildings, tools and staff.
4. Research, scout, document and put it on paper!

Notes:



### III. STRUCTURING YOUR FARM BUSINESS

There are many ways to set up your farm business depending on what's right for you. Below, we've identified a number of different governance structures.

#### **Key things to consider when deciding how to structure your farm business:**

What type of management philosophy do you have?  
Do you prefer to work solo or manage with a team?  
How are your revenues managed?  
How are you taxed?  
What types of capital can you access?

#### **For-Profit:**

Sole Proprietor  
Partnership  
Corporation  
Cooperative (p 16)

#### **Non-Profit:**

Society  
Charity  
Cooperative (p 16)  
Social Enterprise

#### **Social Enterprise:**

Community Farm (p 20)  
Incubator Farm (p 18)  
Land Trust  
Community Contribution Company

**Sole Proprietor:** A sole proprietorship is owned by one individual, and there is no distinction between the owner and the business. This means that you as a business owner have unlimited liability (are personally responsible for any business debts). Pros include: simple start-up, minimal filing requirements, privacy, and independence.

**Partnership:** In a partnership, ownership is shared by two or more individuals. In a general partnership, each partner is jointly and severally liable for the debts of the partnership. In a limited partnership, liability is limited to the amount invested and investors have no part in the day-to-day management. Pros include: combined assets and complementary skills, creating greater strength in the business. Personal relationships are very important and a partnership agreement is critical.

**Corporation:** Setting up a corporation (incorporating) creates a distinct entity from owners or shareholders, with limited liability for owners. Start-up is costly, with larger annual filing requirements and a potential need for public disclosure.

**Social Enterprise:** A social enterprise is an organization that applies commercial strategies to maximize improvements in human and environmental well-being—this may include maximizing social impact alongside profits for external shareholders.

**Community Contribution Company:** C or C3 is a hybrid corporate model designed to bridge the gap between non-profit and for-profit. The aim is to allow entrepreneurs to pursue social and environmental goals while generating profits.



The background of the entire page is a close-up photograph of various leafy plants, likely lettuce or similar greens, with leaves in shades of deep purple, magenta, and green. The leaves are layered and overlapping, creating a textured, organic pattern. A semi-transparent white rectangular box is centered over this background, containing the text.

## **CASE STUDY: LAND OWNERSHIP**

**Colleen O'Brian, Kootenay Joe Organic Farm, Johnston's Landing, BC**

Colleen graduated from the Global Resource program at UBC and started her farming career by apprenticing on a seed and veggie farm in Sorrento, BC. She met her husband Patrick, and the pair were part of a vibrant farming community in Sorrento where they sold their produce at the farmers' market and continued to build their seed business. The price of land in the Shuswap region was out of their reach, so they decided to relocate to the rural Kootenays to pursue their dream of owning land. They found a gorgeous 10-acre property on the slopes of the Purcell Mountains where the community saw the need for more young people to start businesses on the land and welcomed Colleen and Patrick with open arms.

They felt more freedom to live remotely because they had a well-established seed company, Stellar Seeds, and most of their business was mail order so proximity to established markets was less of a consideration. While seed breeding gave them more flexibility in choosing where to settle, when they got to Johnston's Landing, they still had their challenges adjusting to the new, shorter climatic zone, fencing their field for elk and large game, and building infrastructure for their farm.

Being in a remote location has its challenges. Most recently a landslide threatened the community and their water supply. They don't have a processing facility for chickens and markets for their produce are small. They can find most of the supplies they need in nearby Nelson and Kaslo. As far as training and information exchange, they go to Vancouver and Washington State for conferences and educational opportunities. Despite the hard work, Colleen and Patrick are content to be building a solid foundation for their business and future, and contributing to strengthening the social fabric of their rural community.





## **STORY: GROWING A FAMILY FARMING BUSINESS**

**Marlene and Paul Thimmer, Bulkley Valley, BC**

Marlene and Paul lived on their 15-acre farm in the Bulkley Valley for many years before farming commercially. Having been part of the community for many years, they had strong networks of like-minded folks who helped them build their first markets. They started raising pigs for themselves and then for friends, and have now expanded to farming full-time for markets in the Prince George area. In addition to 50 pigs, they produce milk and meat cows, alpacas and milk goats, and their vegetable garden expands every year. Being surrounded by large acreages where they are welcomed to lease land has made a huge difference. They lease an additional 320-acre section to provide forage for their animals. While there are challenges, and distances to drive, the farmers can find all the supplies and infrastructure locally that they need to make their farm work.

Their motivation for farming organically came from their awareness about the problems with the industrial food system. As parents, they didn't want to feed their children factory-farmed meat. From here their passion grew. Marketing organic food in the North remains a challenge. They have to cover a wide area in order to find enough customers. Social media and having an on-line presence is helping.

The couple got a loan from Community Futures to help them grow the farm to a size that can eventually sustain them financially. In the meantime, making ends meet with just the farming income is challenging so Paul goes to work on the railway in Saskatchewan to earn winter income. Building the diversity of their operation from pigs to poultry and now vegetables means they can produce more food for themselves and also round out their cash flow while increasing the marketability of their operation.



### III. FINDING LAND



#### WHERE TO LOOK FOR LAND

**B.C. LAND MATCHING PROGRAM (BCLMP):** The BCLMP delivered by Young Agrarians provides land matching and business support services to new farmers looking for land to farm and landowners interested in finding someone to farm their land. The BCLMP provides hands-on, personalized support to better understand regulations, evaluate opportunities, access resources, and ultimately find a land match partner. A Land Matcher can support your land access journey, connect you to land, and facilitate the negotiation of land agreements. For more info: [youngagrarians.org/land](http://youngagrarians.org/land)

**YA U-MAP LAND LISTINGS:** Land Listings on the YA U-Map provide landowners with a space to list their land opportunity with relevant details such as land use history, water access etc. for land seekers to browse. You can list yourself as a Farmer Looking for Land so landowners can find you, too. Many of these land opportunities also get posted to the YA blog and social media.

**YA LAND LINKING WORKSHOPS:** YA hosts annual Land Links across B.C. to connect farmers and farmland owners, providing a space to network and learn. Land Links are a great place to learn more about leasing, meet landowners in your region, and make connections that may lead to getting on the land.

**NEWSPAPERS:** Landowners and farmers are often older, and tend to use print media rather than online. The classified section of local newspapers is a great place to find land for sale and for rent. Reading the local paper will also give you a feel for the culture of the community. Posting your own wanted ads can also be useful and could accompany a short one-pager or email message outlining the key aspects that you are looking for and how to contact you.

**ONLINE:** Craigslist and online listings can be a starting place. FarmLink is an online platform that connects food growers with land in Canada. In Quebec, ARTERRE provides land listings and land matching services.

**BULLETIN BOARDS AT FARM STORES AND FARM STANDS:** Occasionally landowners will post flyers advertising that they are looking for a farmer on their land. You can also post that you are looking for land to farm in the area.

**ORGANIZATIONS:** Local food and farm-focused organizations can be invaluable resources for knowing who may have land in your area. Consult the YA U-Map to find local organizations. Some organizations also have local email list-serves that can be useful for sending out your land wanted for farming ad.

**REAL ESTATE AGENTS:** Some real estate agents may be knowledgeable about farmland rentals or sales. They may also know of new farmland purchasers who may be looking for a farmer. Call different agencies and ask.

**ATTENDING FARMER MEETINGS:** Farmers often know which pieces of land are available for lease and can help you make the connections you need. It's good to get your name out in the farming community and establish trust. Your request may pass through the community through word of mouth.



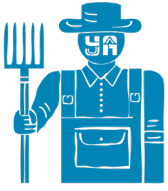
## IV. ASSESSING A SITE FOR AGRICULTURAL SUITABILITY

While taking over an existing farm site is an option for some new farmers, you may also be thinking about converting a piece of land with no history of agriculture and little or no existing infrastructure. As you're studying listings and researching potential sites, here's a checklist of things to consider. Once you've decided to work through a lease with a landowner, see Appendix B: Working Through Your Agreement, for a detailed breakdown of questions to run through with your landowner and address in your land access agreement.

### SITE ASSESSMENT CHECKLIST

- 1 Water for irrigation: Ensure there is adequate water supply before considering the land. Check with landlords to see if they have ever experienced shortages. If so, explore other options for accessing water, like getting hooked up to city water or freshening the well. It is not advisable to farm where there is the potential for water shortage.
- 2 Potable water for washing produce: If there is no potable water, there are options for treating water. Ultraviolet light systems are getting more affordable. This is not an insurmountable problem, but it should be priced out before proceeding.
- 3 Length of lease: How long are the landowners willing to lease their land? Year-to-year is often the standard for new farmers, but holds a level of risk as a lot of time and money is invested in getting the land in shape for production. Five years is the typical length of time for a farmer to realize a meaningful return on investment. Feel out the landowner for their willingness to give you a longer lease.
- 4 Location of the farm: How close is the farm to your markets, to supply stores, to available labour? Make sure to factor driving time into your decision-making – and anticipate more driving and transportation during the initial establishment.
- 5 History of the land: Has the land been farmed before and were there any past practices that might impact the soil health? For example: old cars parked in the greenhouse or fill dumped on the land. If the landowners don't know, ask the neighbours. If the neighbours aren't sure, contact the local district government's zoning department to find out what history they have on file for the property.
- 6 Soil and topography: Certain soil types are not conducive for growing vegetables: very sandy soils or very heavy clays are less desirable. Check the soil classification guide for BC for more details, see Appendix A.
- 7 Housing: Is there housing for you on the land, or affordable housing nearby? If you can't live on or near the farm, raising livestock will be a lot more challenging.
- 8 Access / Parking: Is the road, and/or gate wide enough for a tractor to get through? Is there enough parking for a farm stand and for volunteers? Are on-farm workshops or farm tours part of your business plan? Ask the landowner how they feel about traffic on the land.
- 9 Equipment: Does the farm come with machinery that you can use? Is it in working order, or are the landlords willing to have it repaired?
- 10 Outbuildings: Storing and securing farm equipment is essential. If there are no outbuildings, will you have the ability to build on the land? How do the landowners feel about paying for the materials for you to build a permanent structure on their land?

- 11 Farm stand: If you'd like to do on-farm marketing, having a farm stand or the ability to build one is key. Some landlords and/or neighbours can have issues with the increased traffic, and it's an important point to talk through. In some areas, a pre-existing farm stand nearby may be open to you selling your products there.
- 12 Fencing: If there is no fencing, ask if the landowners will pay for the cost if you supply the labour. If not, seriously consider getting fencing that you can take with you if you leave so you can still hold on to your infrastructure investment.
- 13 Livestock: Livestock can be an asset if it is already part of your business plan, or can be adapted into your plan. If you're able to use manure for your soil it's important to find out the feed and medications given to livestock, especially if you plan to be certified organic.
- 14 Product storage facilities, coolers, freezers: The potential for refrigeration and post harvest storage of farm products adds value and makes harvest easier. Insulated rooms can be cheaply turned into coolers using an air conditioner and a coolBot system (see Appendix A).
- 15 Security and privacy: Do you have the ability to secure your equipment and can you control unwanted traffic on the land? What are the neighbours like? Have they been exposed to agriculture before and are they likely to complain?
- 16 Feed storage facilities: For livestock, this is essential and can be an expensive piece of infrastructure.
- 17 Greenhouses: Greenhouses are invaluable for season extension and starting seedlings. If there are no greenhouses, discuss sharing the cost or installing greenhouses that you can take with you.
- 18 Land Orientation: While southerly exposure is a huge advantage for vegetable farmers, it can be a liability for ranchers because pasture can dry out. It's a consideration for all farmers.
- 19 Power supply: Access to power is invaluable for electric fencing, for heating and venting cold frames, and for heat lamps for chicks, goslings and ducklings.
- 20 Wind, sun exposure: Constant wind can dry out soils and make annual vegetables a challenge, and lack of sun can be a stressor to plants. These challenges can be overcome by changing the crops you grow but it will take some creativity.
- 21 Vegetation: The presence of noxious weeds can be a serious deterrent.
- 22 Cell Phone Reception: Can you operate your farm while being out of cell phone range? For example, if you are selling to chefs, they may be returning calls at various times during the day.
- 23 Restrictions / Restricted uses: Does the landlord have conditions that limit your options on the land? Examples could be aesthetic in nature, such as no stockpiling tarps or no compost piles above a certain size.



## V. OPTIONS FOR LAND ACCESS

This section gives an overview of different types of land access agreements and purchasing land, starting with a look at options for farming on incubator plots and community farms. Even if purchasing land is an option for you, it's a good idea to research all avenues. Finding the right land can take years, so leasing, licensing or working out a memorandum of understanding could be an option while you take time to really search for the ideal spot. Keep your mind wide open during your land search process.

This section of the guide will focus on four ways you may choose to access land, with varying degrees of tenure. Special attention is paid to renting land and developing agreements around renting land:

**Incubator Plots**  
**Community Farms**  
**Purchasing L and**  
**Renting L and**

The following terminology will be helpful in navigating this section of the guide:

### **What is land tenure?**

The term "tenure" comes from the Latin word **tenere**, which means "to hold". The key documents for clearly outlining the conditions of tenure are land title documents in the case of ownership, and lease agreements in the case of leasing. Tenure can be short or long term, and can be shared and come with a variety of different conditions. Many of the rights we commonly associate with land ownership can be achieved or approximated without actually owning land. Leasing, licensing, renting and crop sharing are several of the types of tenure that will be discussed in this document – and no doubt creative arrangements will continue to be developed to contend with the high prices of land.

### **What is a co-op?**

A co-operative is an organization owned by the members who use its services or are employed there. Co-operatives can provide virtually any product or service. Co-operatives have a long and successful tradition both in Canada and around the world, and have proven amazingly flexible in meeting a wide variety of human needs. Since most co-ops are community and regionally based, the investment in the co-op along with the surplus revenue generated from the co-op stays within the local community.

Sources: Canadian Co-operative Association and British Columbia Co-operative Association

## INCUBATOR PLOTS

An incubator farm is a supported farm site, usually run by a non-profit society or a collaboration of organizations and municipalities, dedicated to helping new farmers hone their skills. While models vary, generally incubator plots offer secure tenure for 1-5 years on land. A main goal of incubator farms is to graduate farmers on to their own farms with the skills they need to succeed.

**+ Incubator sites are attractive because they often require very little investment from the farmer and start-up costs can be minimal depending on the arrangement.** Some incubator sites offer land that has been well stewarded, and support farmers through providing infrastructure, such as fencing, irrigation, tools, post-harvest storage, outbuildings, tractors and coolers. There can also be mentorship, business development resources and marketing help available. All of this infrastructure, as well as a team model of community support, can be very valuable for a new grower to test out starting a farm business, and in some cases make all the difference in getting a new business established. Incubators can be worthwhile for the networks they enable farmers to access and the potential to pursue group purchasing opportunities.

**- Drawbacks of incubator plots can be the volunteer time required to participate in overall site operations, and potential group dynamics.**

We've probably all had good and bad experiences working in groups. With the added complexity they inevitably require more effort to develop and shape, especially for newer and smaller incubator sites which may be restrictive in size or too temporary – new farmers may need to invest a lot of time and energy in order to build the site to its true potential. Incubator sites require working in community, which requires patience and (again) superior communication skills. While this can be a very worthwhile community contribution, it can be hard to balance this type of commitment with the work of building a new business. Incubator farm programs are still relatively few in BC – there is often a long waiting list and an application procedure, and securing an incubator farm plot can also be a competitive process.

When investigating incubator sites and community farms it is important to think about the logistics of how they work. Who is responsible for which tasks? How much class time or volunteer work is required of you each week? Seasonally? Get to know the other folks involved and decide if you can work together. See if there is potential for incorporating your ideas.





## STORY: INCUBATOR FARM

**Esther Amezcua, A shala Daniel and Katie Robinson, Three Feet Below Farm, Richmond BC**

After completing Kwantlen Polytechnic University's Farm School program, the three women were eligible to apply for a ½ acre incubator farm plot at Richmond Sharing Farm. While on a field trip during school, the trio had come across a magazine article about a canning CSA in Oregon, and they got inspired. They dreamed and schemed all winter and then started selling shares to their CSA to friends, family and on Facebook. They sold out in no time!

The start-up cash from the CSA shares has enabled them to buy all the seeds and soil amendments they need for the season. The incubator farm has a tool share which they joined for \$50, and this gives them access to all the tools they need and to rent machinery like a walk-behind tractor and a rototiller for reduced rates. They also have a mentor farmer this season. They each plan to work alone on the land for a ½ day a week, to have a canning session on Friday nights and to work together on the land on Saturdays.

This year is an experiment. They want to can everything that is low risk (i.e. high acid) including kimchi, sauerkraut, pickled veggies, salsa and jams. Their marketing model is to attend farmers markets where they will retail their products while at the same time being a pick up site for the CSA shares. If this year is a success, the trio plans to expand!

## COMMUNITY FARMS

Community farms – shared farming on shared land – are social enterprises that focus on food production in conjunction with various other activities. They may be operated by institutions, societies, land trusts or co-operatives – some also operate incubator farms as part of the community establishment. Community farms are generally made up of complementary businesses that contribute to a whole vision of sustainable living off the land with a housing component. It is not uncommon for residents on community farms to live there from birth to death. The community farm model is becoming more widespread with the rising price of land and the increasing interest in sustainable food production among younger people. There are many great examples to investigate; some that have been in operation in BC for over 20 years!

Similar to incubator farms, community farms foster a supportive community environment that is often geared to supporting new farmers to access land. In general, their structure differs from incubator farms in that they may provide less infrastructure and mentorship, while offering longer-term leases or tenure. Some community farms operate incubators whereby farmers come and start their businesses with limited leases, and then move on to new land. For a great resource on Community Farms check out FarmFolk CityFolk's Community Farms Program under What We Do at [farmfolkcityfolk.ca](http://farmfolkcityfolk.ca).

**+**      **Sharing costs, supporting one another with pooled labour and conserving land for the long term are some of the many benefits.**

**–**      **There is much to consider: legal structures, financing, zoning variances for multiple dwellings and navigating the social landscape.**

Establishing a new community farm requires lots of paperwork before the ground gets broken and it can be a big task that requires lots of commitment. Many ventures into community farming don't get past the planning stages because they are unable to navigate the requirements and limitations of building a site that supports a more complex live-work community. However, when farmers can stick together through the policy and legal framing, the results can be truly inspiring!





## STORY OF A COMMUNITY FARM FARMER

**Michael Nyberg, New Mountain Farm at Haliburton Community Farm, Saanichton, Vancouver Island BC**

Michael Nyberg is a young organic farmer with community farming on his mind and in his heart. After spending six years exploring different farming models, he is currently going into year three as a business owner of New Mountain Farm, one of six farm businesses at Haliburton Community Farm.

Haliburton runs an incubator farm program. Michael is part of this program, and has the option to sign two consecutive leases in a row, each four years in length. The idea is then that when his lease(s) are up he will transition his business to another piece of land and pass the torch on to the next new farmer who wants to incubate a farm business. This allows the new farmer to try operating his/her own business without having to make a huge infrastructure investment at start-up.

When Michael first started at Haliburton he didn't know all of what he was doing. It has been really helpful for him to have support from the other farmers on the land, including Ray who at 76 is a wealth of knowledge. Michael has also appreciated not having to start from scratch. When he started New Mountain Farm, it was a 'turn key' business process – there was already an established market of customers from the CSA to the farm stand, as well as shared infrastructure.

Michael is happy to be able to have a social life on weekends since he doesn't have to vend his produce at every market; this responsibility is shared with some of the other farmers. Operating under a non-profit charitable society has had some benefits to it as well. The society has written successful grants that have enabled them to purchase shared equipment, materials, and build a walk-in cooler. Haliburton farmers share some tools, as well as own tools individually.

In terms of the negatives of living and working on a community farm, Michael's response was that the challenges are minor because the shared farming model is good in so many ways. "In terms of communication, you have to take into account other people and check-in regularly. The farm is an opportunity to learn how to work together."





## PURCHASING LAND

The benefit to purchasing land is that you have ownership, which means long-term security, and you can therefore design the farm the way you want it (while navigating building/zoning regulations). You have control over what happens on your property, and don't have to worry about your land tenure. When you're old and gray, you have some assurance of being able to sell your land in order to retire – or succession plan for the next generation of farmers on your land.

At first glance, purchasing and owning land may seem like the most preferable situation for a farmer. However, this is not necessarily the case. Buying land for the purpose of agriculture, especially in Southern B.C., does not offer the best return on investment due to the cost of real estate.

Some new farmers find themselves so far in debt after purchasing land that they have to stop farming just to afford their mortgage payments. Many new farmers who start out by purchasing land end up being unable to properly invest in infrastructure for their farms because all of their capital is tied up in their mortgage.

If you decide land ownership is right for you, you'll need to ensure you are prepared financially and emotionally for the commitment that purchasing land involves. The Young Agrarinas U-MAP and the Young Agrarians Business Tools page list a number of resources that can help you assess your readiness to purchase land. The business planning process covered in the previous section will be instrumental in ensuring that your business model will support the expense of land ownership.

### **Before you meet with a lender you will need:**

- A net worth statement (statement of assets and liabilities, see Appendix C)
- A recent pay stub or written employer verification letter if you or your spouse has off-farm employment;
- A complete and accurate business plan;
- Income tax returns from you and you spouse for the past three years;
- A good credit rating (an important reason to be sure you make regular payments on debts and credit cards!)

### **Meeting with a Lender - Referring to Your Business Plan**

Your business plan will outline how much money you will have available for the down payment and for on-going costs such as monthly mortgage payments, yearly property maintenance, and property taxes.



## EQUITY

### WHAT IS EQUITY?

Equity is the term used for describing your financial stake in property or a business – it represents the assets you have that could be leveraged for a loan (which the bank would be able to draw on to offset money owed). Banks will calculate your net worth based on equity and this will be a deciding factor for them when offering you a loan. See Appendix C Net Worth Statement Template.

### STRATEGIES FOR BUILDING YOUR EQUITY:

#### 1. Enlist help from a co-signer

If you have a family member or good friend who qualifies as a mortgage holder for your prospective farm, you can ask them to co-sign for you at the bank. However, if you genuinely are in the situation where you don't have enough reliable income to pay the mortgage, this is likely not the best option as it implicates the co-signer as financially responsible for the property (and therefore the monthly mortgage payments).

#### 2. Get financing from the seller

In some situations, especially if you have a prior relationship with the property owner, or if they have a strong interest in ensuring their farm stays in production, they may be willing to help you finance the purchase of their property. This is a rare find because most retiring farmers are selling their farm in order to have money to live on. However, it is an option to pursue, especially if you are just a bit short for a mortgage. The seller can offer what's called a "vendor takeback" mortgage to cover your shortfall, where part or all of the financing comes from the seller and you make re-payments to the seller according to a pre-agreed schedule. Legal documents are required to cover this circumstance.

#### 3. Build your net worth by starting small

If you can't find a property that works for your business plan, you may consider starting with a smaller, less expensive property. A creative option might be to buy a small house and lease an adjacent property. While you farm, you can build your net worth and eventually qualify for a bigger mortgage. This might mean you have to stop farming for a while, focus on making money and then re-apply for a bigger mortgage when your finances look better on paper.



## STORY: PURCHASING LAND

**Stephanie and Mike Bird, Slow Train Farm, Williams Lake, BC**

Stephanie and Mike Bird relocated from Vancouver to Williams Lake with their two children to pursue their dream of living off the grid and farming the land. The name 'Slow Train' really sums up their approach: they started with raw land and had to dig a well. They are building a home entirely of local materials: cob and logs. They started a one-acre garden, which gets fertility from the manure from their pigs and chickens. It's been a multi-year endeavor. They are still working on the house, but they are being true to their principles -- that working with the land takes time. Bit by bit they are seeing progress and it's been a struggle to pay the mortgage, raise their family, and build their business.

They've hosted some workshops on cob building and have work parties where people come and learn with them about building and growing. They also have interns come and help with their projects. They have been selling their produce, herbs, dried teas and seeds locally. Future endeavours include a windmill to help with their off-the-grid power supply, a cordwood sauna for winter living in Caribou country, and planting a small-scale wheat trial field.

When they first arrived on their land, the neighbours said it couldn't be done but little by little they have been bringing the community on side. They are slowly building their customer base as well but organic can be a tough sell in northern rural areas. Mike has a teaching job off-farm that helps pay the mortgage. Stephanie remains hopeful that the farm will sustain most of their family's needs over time. They love the area and hope that more young folks with energy for sustainable living will come and join them.



## FAMILY SUCCESSION

**Tristan Cavers, Golden Ears Community Farm, South Thompson Valley, BC**

When you talk to Tristan you come away knowing a grounded individual who is living his values and working to strengthen the community around him. Tristan is farming on land that belongs to his parents, and grandparents before him. Farming runs deep in his family roots and he is keeping the tradition alive thanks to his mother's willingness to share the land. It's a win-win situation so far: he gets to work and live on the land with other young farmers who manage the farm collaboratively, and his mom gets some income and a community to retire in that will support her. Tristan has done his share of dismal jobs, so he's grateful that he doesn't have to work off-farm to pay down a mortgage. It's an ideal situation for everyone involved.

Golden Ears uses organic methods for many of the crops. They grow a large variety of produce: greens, beans, cukes, tomatoes, corn, squash, strawberries and orchard fruit. They also raise chickens, pigs and cows. They have a farm stand where they bring in produce from other local growers, supplementing what they grow and selling value-added products like baked goods and pies. They manage an on-site bike repair shop and yoga and entertainment space. They regularly sell their food at the Kamloops Farmers Market where Tristan is very involved with the board of directors and helps where he can. The farm also started a Community Supported Agriculture (CSA) box program in 2013 to get more fresh, organic food to the local community.

Tristan recognizes the value of non-institutional types of learning and is grateful for the other farmers and elders who have taught and continue to mentor him. He's a busy guy, networking and building community by being involved with new initiatives while thriving on all the tasks that are necessary to make the farm work. The farm hopes to eventually register as a co-op to support on-going operations and growth.



## RENTING LAND

### NAVIGATING LAND ACCESS AGREEMENTS

Accessing land through an agreement can take many forms. The simplest form of a land access agreement might involve a small parcel with no services or infrastructure. A more complex arrangement might involve a farmer using an existing farming operation with buildings, equipment and a client base. Agreements can be made with private or public landowners. Again, a business plan and some vision about what kind of farming operation is feasible for your lifestyle, budget and skills will provide a good foundation to figure out what type of agreement you need. On the plus side of renting (vs. purchasing land): you aren't tied down to a mortgage, and often you won't need to bear the full costs of maintaining and even prepping a farm. In some cases you may be leasing acreage on well-established farm sites and can take advantage of existing infrastructure. The downside: you may have less flexibility and security to optimize your farm operation in the ways that you want.

Money spent on infrastructure will pay itself back over time so having tenure on a piece of land that enables that return on investment is important for financial viability.

This section draws on information gathered in *A Guide to Farmland Access Agreements* produced by FarmFolk CityFolk and the Land Conservancy of BC, and is meant to assist you in understanding which agreements may be best suited to a particular situation. It focuses on two general categories of agreements: short-term agreements and long-term agreements, and outlines different options for more flexibility or structure depending on the scenario.

#### **Short-Term Agreement**

A short-term agreement is typically for one year, but could be for two or three years. A short-term agreement (often in the form of a licence or memorandum of understanding) offers both landlord and tenant flexibility. These agreements can be a “trial period” for you and your landlord, allowing an opportunity to test out your business model and move on with few consequences. The drawback is that it's difficult to make longer-term investments and decisions in this situation.

#### **Long-term Agreement**

A long-term agreement exceeds 3 years. Typically, long-term agreements have a term of 5-10 years. Legally, there is no maximum term for long-term lease agreements, though many are limited to 99 years. Long-term leases provide more security to the farmer, allowing them to make plans for the future and possibly build equity in a property. Farmers are more likely to invest in improving the soil, undertake conservation measures, or build structures if they will see a return on their investment and stewardship. Longer agreements can be more complex, but there are advantages for both parties.





## OVERVIEW OF FARMLAND ACCESS AGREEMENTS

### What is a Lease?

A lease is a type of interest in land that gives a person all of the occupation and usage rights of a landowner to a piece of land (or portion of land) for a determined period of time in exchange for rent paid to the landowner. The property owner retains the right to dispose of the land (e.g. transfer ownership, sell) while the tenant has exclusive possession of the land under the lease and the responsibility of maintaining it according to the terms of the lease. Exclusive possession means that the landowner gives up the right to enter land or buildings being leased except with the permission of the person leasing (this permission may be written in the lease to allow, for example, the landowner to check on the condition of the land every so often). When the lease is over, the land reverts to the landowner. From a farmer's perspective, a lease is the most desirable type of long-term farmland access agreement because it creates a situation very similar to that of owning the land (and can be registered with the title to the land to provide additional security – see below).

### What is a Lease Registered on Title?

- Because lease agreements are an interest in land, they can be registered with the BC Land Title and Survey Authority on the title of the property to give the lessee added security.
- Registered leases “run with the land” meaning that when the land is sold, the lease is transferred to the new land owner.
- In the case of the land owner's bankruptcy or insolvency, the interest in land provided by a lease is not necessarily assured; the lease should include clauses to detail what happens in the case of bankruptcy.
- It is only possible and necessary to register leases that exceed three years
- Leases that are three years or less are considered an interest in the land and “run with the land” as long as there is actual occupation of the premises.
- A lease on a portion of a parcel of land cannot be registered (unless on ALR land).
- Note that leases on a portion of a parcel may require subdivision on non-ALR land.
- Land that has been approved for subdivision can carry a registered lease on title even if the subdivision process is not complete.
- Registering a lease on a portion of a parcel of land requires a survey
- A lease on a portion of a parcel on ALR land does not need to be approved by the ALC, will not require subdivision, but it is not guaranteed that registration will be approved.
- A contract on a portion of a parcel will still protect you in a court of law IF the terms are limited to three years. It is enforceable between parties, but would likely not be enforceable against third parties (eg. the lease may not be recognized/enforceable in the case of a sale of the property).



## **STORY: INFORMAL LEASE AGREEMENT**

**Jesse Howardson, Ravenhill Farm, Central Saanich, Vancouver Island**

Since 2008, Jesse has managed Ravenhill Farm, in the fertile farmlands of Central Saanich. The 10-acre farm has two acres in production that Jesse oversees, including established herb gardens and market vegetable gardens. The farm is owned by an elderly farmer who is happy to have the land used. Jesse runs a business propagating culinary and medicinal herbs, and has recently included herb seeds as part of her offering. The farm hosts a Sunday market throughout the summer where Jesse can sell her plant starts, seeds, veggies and herbal remedies.

In addition to vegetables and herbs, Jesse keeps chickens, goats and turkeys. Jesse and the landowner have an informal agreement that she will maintain the land's farm classification and in turn she has access to a portion of the land and costly infrastructure, which includes fencing, a greenhouse, a barn and irrigation. In the situation where she has to move off the land, there is a verbal agreement that she would be afforded time to finish her growing season and find a new farm. There is less security with no tenure, but Jesse is undeterred by this, as she has the good opportunity to grow her business on productive soil near to local markets.

## OVERVIEW OF FARMLAND ACCESS AGREEMENTS CONTINUED

### What is a Licence?

Unlike a lease, a licence is not an interest in land, but gives a person permission to do something on or with someone else's property, usually for when a very specific use of the land is desired. For example, a grazing licence where the leasing farmer can graze their sheep on the land, but doesn't have permission for other activities such as growing vegetables or servicing farm equipment. Other examples might be if the agreement is for a short-term period (e.g. three years) for the purpose of ensuring that land is temporarily kept in production, or where it represents a trial period between a farmer and landowner prior to entering into a more binding agreement, such as a lease.

### What is a Contract?

A contract is a legally binding agreement with specific terms between two or more persons or entities in which there is a promise to do something in return for a valuable benefit known as consideration. Essentially, any type of legally binding agreement is a contract, and a contract can be drafted for many situations, unlike a lease, which has a specific application.

In order for a contract to be legally valid, it must:

- be an offer coupled with an acceptance;
- include an exchange of considerations, where something of value must come from each party (e.g. one person pays rent in exchange for using someone's property);
- include subject matter that is not illegal;
- and involve parties that are competent to contract (e.g. an adult or other legal entity like a cooperative) and who have a mutual intention to be legally bound.

You might choose to develop a contract with a lawyer if you want something more legally robust than the MOU but have opted not to pursue a lease agreement. A contract might also be suitable if you need an additional agreement to supplement a lease or licence, and you would like it to be legally binding.

### What is a Memorandum of Understanding?

A memorandum of understanding (MOU) is an agreement between at least two people that obliges each party to do or not to do specified things. MOUs are typically used as temporary agreements between a farmer and Land Owner, or where the future ownership of the land is uncertain. For example, a MOU may be drafted when agreeing to the process for entering into a long-term agreement (e.g. outlining the obligations and responsibilities of parties in setting up a lease).

Other examples might be if the agreement represents a trial period between a farmer and Land Owner prior to entering into a more binding agreement, such as a lease. This type of land match agreement might also be appropriate for urban farming in residential front yards. Licences are also suitable for scenarios where an MOU is appropriate and may be more legally robust.





## **STORY: FORMAL ARRANGEMENT FOR NON-FAMILY FARM SUCCESSION**

**Robin Tunnicliffe, Sea Bluff Farm, Metchosin, Vancouver Island, BC**

Robin Tunnicliffe traveled to rural areas in South America in her early twenties and was drawn into farming after seeing the meaningful way in which people were living their lives intimately connected to the land. She returned home to North America inspired to recreate the community cooperation that she had experienced through working with neighbouring farmers.

Robin has now been farming certified organic vegetables for 15 years on leased land. She started off with a  $\frac{3}{4}$  acre parcel, and then expanded four years later to add another  $\frac{3}{4}$  acre parcel at a farm 15 kilometers away. She rented a retrofitted barn at a third location. She kept looking for a better situation but was convinced that this juggling act was her fate in order to have secure leases on the Saanich Peninsula, where real estate is priced well above her grasp.

Last year, she was approached by a longtime farmer in Metchosin, Bob Mitchell, who is 75 and has founded a corporation to oversee the running of his 10-acre farm in perpetuity. His simple reasoning, "Corporations don't die!" His children don't want to farm so he sought out Robin to run the farm for him. She will never own the land but will always have a place to farm if she can make the farm work financially. She is paid a wage and has a house on the land, and can run the farm as she likes, except for a few quirks. She has to grow corn, because Bob loves corn, and she has to grow Jack O' Lanterns for the annual kindergarten tour. Bob draws a monthly "pension" from the farm's earnings, which enables him to keep his money invested in the farm infrastructure and land.

Robin feels like it's a great deal: the field is fenced, drained and evenly fertile, there are tractors to use and an existing clientele. Bob is happy to see his land used and to have traffic and energy on the land. This could be a model to watch for the future as more farmers look for creative ways to find successors for their land.



- A MOU is generally less detailed than a lease or licence and is not intended to be legally binding. However, if it meets the criteria for a contract (see above), it can be legally binding under contract law.
- In a contractual licence or MOU, the Land Owner cannot terminate the agreement at will if the terms of the agreement are followed. A non-contractual licence or MOU (referred to as a bare or gratuitous) can be revoked at will.
- For either a licence or a MOU to be considered a contract (i.e. an agreement that is legally binding), it must meet the conditions outlined above

## SUMMARY OF FARMLAND ACCESS AGREEMENTS

	Lease	License	Memorandum of Understanding
<b>Description</b>	Gives a person all of the use and occupation rights of a landowner to a property or portion of property for a determined period of time in exchange for rent. The landowner retains the right to dispose of the land. When the lease is over, the land reverts to the landowner.	Gives a person permission to do something on or with someone else's property. Can be legally binding if written as a contract.	Is an agreement between at least two persons that obliges each party to do or not to do specified things. Is not generally intended to be legally binding but can be if written as a contract.
<b>Register with L and Title Office</b>	Yes	No	No
<b>Exclusive Possession of L and Granted</b>	Yes	No	No
<b>Mortgage on the agreement (collateral for debt)</b>	Yes (lease should stipulate if a mortgage is allowed and under what terms)	No	No
<b>Multiple Agreements on One Property*</b>	Yes, with considerations for ALR and non-ALR land	Yes	Yes
<b>- ALR</b>	Leases on a portion of a parcel do not require approval from the ALC	Yes	Yes
<b>- Non-ALR</b>	If the lease is more than 3 years, requires approval from a regional approving officer (at municipalities, usually Director of Planning or Engineering)	Yes	Yes
<b>Length</b>	Any length of time	Any length of time	Any length of time
<b>Sub-Agreement Possible</b>	Yes	Yes	Yes
<b>Action for Recovery of Loss</b>	If tenant is wrongfully evicted from the leased land, they can bring action to recover the leased land.	If the licensor breaks the terms of the licence, the licensee can only recover monetary damages.	If a party breaks the terms of the MOU, there can only be recovery for monetary damages.
<b>Suggested Scenarios for Use</b>	Full farming operation looking for an agreement that can provide the most security and tenure.	Only a specific use of the land is desired (e.g. grazing licence); Short-term agreement which doesn't require the complexity of a lease	Temporary agreement to outline the process for entering into a long-term agreement; Urban farming on residential plots

\* For all three types of agreements outlined on the previous page, it is possible for a landowner to enter into multiple agreements for one parcel of land or a single agreement for part of a parcel of land. For example, a landowner might have an agreement with a farmer to allow for grazing on one part of the land, and an additional agreement with another farmer to grow vegetables on another part of the land over the same period. For multiple leases, specifically, there are limitations on the length of time before it is considered to be a subdivision and must go through an approval process. See Appendix C of *A Guide to Farmland Access Agreements* for further details on subdivisions.

## VARIATIONS ON LEASE ARRANGEMENTS

### Leasing Options & Clauses

#### **Cash Lease**

In a cash lease, the farmer pays the landowner an agreed upon sum of cash each year. It could be a set yearly amount, or it could be a graduated sum where the farmer pays a smaller amount during which he or she is building capital in the business and grows to a larger sum once the business is established.

#### **Crop/Livestock Share**

In a crop sharing arrangement, the rent is a percentage of the income from the crop. This is a good way to share risk (and benefits) between farmer and landowner. A crop share lease can be a good option for beginning farmers who do not have a lot of start-up capital. Arrangements can vary. In some arrangements, the production costs and profits are both split between the farmer and the landowner.

#### **Rolling Lease**

With a rolling lease, the lease is automatically renewed each year for the full term of the lease. For example, a rolling five-year lease will renew annually for another five years. This can benefit the farmer in terms of security in knowing that they have the next five years to continue farming on the land, and the incentive of a longer period in which to benefit from investments made to improve the land. Rolling lease agreements should include sub-clauses that make it clear to parties under what conditions they can choose not to renew, such as how much notice is required, whether both parties must consent or whether the decision can be made by one party.

#### **Right of First Refusal**

A “right of first refusal” clause in an agreement gives the farmer the option to buy if the Landowner decides to sell the land. It secures the right to buy the land at the seller’s asking price before it goes on the market. The farmer does not have any negotiating power if the asking price is too high or if they are not financially ready when the property goes up for sale. A right of first refusal does not create an obligation on the tenant to purchase. If the tenant declines to purchase at the asking price and the Landowner later gets an offer lower than the original purchase price, the Landowner must bring that offer to the tenant and once again give them the option to purchase at the lower price.

### **Lease with Option Agreements**

An option agreement means that a lease contains clauses that detail options that can be triggered by specific events/circumstances. In a lease with option to buy, both parties agree that after a specified amount of time, the tenant has the option to purchase the land. Note that an option agreement does not create a legally binding condition – the tenant could decide not to purchase.

In certain circumstances, for example when farmland is up for sale but has no immediate buyers, and the seller is not in a hurry to sell, an option agreement may be advisable. This arrangement can also provide the opportunity for the farmer to get to know the land and circumstances before jumping into a purchasing situation. Creative arrangements can be made where the annual rent gets applied to the purchase price.

Other possible option agreements could focus on housing. For instance, if a land owner has a secondary suite that is currently occupied by tenants, a farmer leasing land may want to include an option agreement in the lease that when the existing residential lease expires, or the tenants terminate the residential lease, the farmer has the option to absorb the residential lease.

### **Lease to Own**

In a lease to own situation, an agreement is signed between land owner and lessee for an agreed upon price and length of time (usually between 1 and 5 years). The lessee pays a down payment, but does not have to qualify for a mortgage until the end of the contract as the original mortgage remains intact. A portion of the rent is applied towards the purchase price. The lessee may also pay an additional small monthly amount into a down payment fund. This fund builds over the life of the contract to add to the down payment. At the end of the term, if there is any cost remaining in the purchase price, the lessee obtains mortgage financing and pays the seller out.

Lease to own creates a contractual obligation on the part of the tenant to purchase the land and on the part of the Land Owner to sell at the end of the contract term. The current land owner cannot change or terminate the contract during the term. The lessee may sell the property at any time during the term and pay the seller out, or sell the contract to recoup the down payment.



## REVIEWING THE TERMS OF YOUR AGREEMENT

Communication is an essential business risk management strategy. Good communication is critical for making any land access arrangement work. Take some time to learn about the elements of effective communication and put them into practice as you develop your relationship with your prospective landlords. Don't assume that the other party knows what you are thinking – until things are written down there is always room for differences in interpretation. For resources google: communications skills, farmers.

While land access agreements can be a verbal handshake, this is not recommended. Memory is a mutable thing, and when a farmer has invested their sweat and money into a piece of land, having unclear expectations and boundaries can be tragic. Written agreements are more likely to be legally enforceable, and the process of sitting down together to write an agreement is a useful exercise in building the landlord/tenant relationship. See Appendix B for a complete checklist of questions you should ask when meeting with a prospective landlord and negotiating a farm land access agreement.

When discussing the terms of your agreement, it is useful to walk your landlord through all aspects of your plans for the land. Try to put yourself in the position of running through as many possible scenarios as you can. As mentioned, a year-to-year agreement is often the standard for new farmers, but holds a level of risk as a lot of time and money is invested in getting the land in shape for production. Five years is the typical length of time for a farmer to realize a return on investment.

- **Ask about their future plans** to see if they plan to be on the land for a long time and if they are thinking of using your parcel for projects in the near future.
- **Ask about water** and see if they have had shortages with their well during peak times. Water access can make or break a farming situation very quickly. If shortages have happened, discuss contingency plans.
- **Talk about traffic**, especially if you plan to have volunteers, farm tours and a direct marketing aspect to your operation.
- **Describe what your farm will look (and sound and smell!) like.** When landlords hear that you plan to build structures out of old pallets and recycled metal, they may offer to buy new materials so the buildings are more aesthetically pleasing.
- **Discuss usage** if they have equipment and when it can be borrowed and what terms they may assign to its use.





## SELLING YOUR FARMING BUSINESS

As you are building your farm business on land that you do not own, make sure there are provisions in your land access agreement that would enable you to sell your business. Consider the work you put in to developing your customer base and distribution channels, determining what grows best on the farm, and building your soil. These are all assets that have value and can be transitioned over to the next farmer (saving them a lot of time and capital). For example, consider the scenario where you have been farming on a piece of land for a few years and are feeling ready to take on a larger parcel. If you are bringing on farm apprentices, it's possible they would be interested and a good fit to take over running the operation that you've worked to establish. It's good to have an exit clause in your agreement that would enable you to have the potential to recoup some of your expenses through selling your farming business, while also giving the landlords the opportunity to screen the potential new candidates.

## FARMING IN AN URBAN CONTEXT

Urban farming has been growing in cities and more densely populated areas worldwide for many years and brings on its own set of benefits and challenges. Diverse models for urban farming operations are emerging and vary widely in terms of scale, organizational and business models, and overall mandates. In BC, land access arrangements in urban settings can include:

- Residential yards
- Unused or underused urban spaces (e.g. parking lots and rooftops)
- Public parks
- Institutional land (hospital and school grounds)
- Brownfields (e.g. industrial areas)
- Agricultural zoned land

Benefits of growing food in the city include the strong community ties that come with being embedded in the social fabric of a more densely populated place. As an urban farmer, you get to connect with neighbours and build community while also living in urban setting. Many urban farms come together through collaboration with developers, community organizations, the food service industry and local governments. Urban farming also provides the educational value of being able to draw the linkages between the city and rural areas – helping people to connect with the larger food system.

Farming in urban areas presents some unique challenges, including limitations in tenure, water access, and livestock and for many– the added logistics of juggling multiple sites. Other challenges come about in part because cities just aren't (yet) set up to handle the various ways that urban farming is taking shape –challenges that urban farmers have encountered include trying to navigate by-laws and regulations related to: zoning, business licensing, and built structures. Despite the challenges, urban growers and producers are finding innovative ways to grow in the city from growing in movable raised beds, to leasing land in exchange for a harvest share, to partnering with municipalities to grow on city-owned land.

For more insight on urban farming and to learn how local governments in BC are developing ways to support urban farming, read the EcoDesign Resource Society's Urban Farming Guidebook for local governments and the Vancouver Urban Farming Society's report: Understanding our Practices from Seed to Scrap.



## STORY: LEASING LAND IN AN URBAN/PERI-URBAN AREA

### Emi Do, Yummy Yards & City Farms Co-op, Richmond, BC


Emi Do has been farming in an urban setting for 3 years in Vancouver. Her educational background is in kinesiology, but through her various experiences it became apparent to her that health and well-being aren't governed solely by our physiology. She set out on a quest to become 'life' literate. With food at the forefront, she visited rural permaculture farms around the world and saw the need to connect the work that organic food producers are doing with urban centres where the vast proportion of the population lives.

When Emi returned home, she leaped at the opportunity to take over a CSA program at the last remaining family farm in the City of Vancouver. She sat down with the owners to look over a sample lease and then modified it based on their discussion. They signed a one year lease. Looking back, she highlights that access to water, expectations for aesthetics and hours for site access were not part of the initial discussion. When the second year came around, they took the opportunity to revisit the lease and make some amendments. Emi requested fencing to keep out animals, more water access and unlimited hours for working on the site. The landowners requested having one entry point for access, to know the farm volunteers who were on site, and to not have music playing. The second year felt more secure as they had talked over expectations having had one real working year under their belt. Negotiating a leasing rate was tricky, however, as neither party was familiar with the going rate for leasing land within the city and there weren't really existing examples to draw on.

Now in her third season, Emi has transitioned from leasing within the city to farming in a peri-urban setting in South Richmond where she has an informal 2-year 'sub-lease' arrangement with another farmer, Allan. She exchanges roughly \$750 for 1/4 acre per year, paid through a labour exchange where she works the farm stand for Allan throughout the season (calculating wages based on \$12/hour). Allan was looking for more people to farm his property, as he didn't have time to do it, and since he was hiring for someone to manage the farm stand anyway, it worked out. The site has water access but no electricity. Even though Emi feels that she is still paying a lot, she admits that she would never find a small parcel ready to farm for the typical agricultural land rate of \$200-400/acre which usually applies to parcels around 20 acres or more.

[more>>](#)





continued>>

In addition to farming on the land in South Richmond, Emi is still maintaining five residential city plots in Vancouver, where she hasn't had any formal leases signed – rather 'conversations had over tea,' which has led to vulnerability in tenure. Bridging both the peri-urban and urban sites has been challenging to maintain and she recommends thinking very carefully about how to scale up from a start-up urban farm operation in a way that is manageable. She isn't sure if continuing with a leasing arrangement is sustainable, particularly with trying to maintain both urban and peri-urban sites. In her ideal land scenario, she envisions having a larger parcel close to the city, 2 or 3 acres, with a minimum 5-year lease, water and road access. Alongside running her own farm operation, Emi also coordinates the newly formed Metro Vancouver City Farms Co-op and they have started to discuss collectively buying land (roughly 10 acres – 10 farmers) but Metro Vancouver region – and even nearby zoned farmland – land prices are still prohibitively high.

Emi is a strong advocate for starting in the city where she sees the experience as being mutually beneficial, allowing new farmers to gain confidence in their farming practices, develop relationships within the community, and hone their management skills. "Many folks do internships but until you run your own show, managing tools, marketing, equipment, you don't really know what it's like – starting with an urban land base is a good way to do that." For new urban farmers, she suggests developing a showcase location: "even if you start by securing one high visibility site, make it gorgeous."

## VI. IN SUMMARY

### ACCESSING LAND IN A CHANGING CONTEXT

Accessing land for farming can be a long and complex process, and made more challenging by rising land prices and development pressures on agriculturally viable lands. New and collaborative models and leasing arrangements offer opportunities for new and young farmers to begin their farm businesses without the high costs of buying land or the necessity of moving away from markets (or friends and family) to cheaper land. While incubator plots and community farms have created the potential for a variety of start-up options, they all have their own set of challenges and advantages. Creating the space for self-reflection and thorough business planning will help in the process of choosing the best site for you for a farming operation.

We hope the information in this Land Access Guide will provide a valuable framework, whether you are a new farmer or are dreaming of what a farming life might look like. Undoubtedly, there are models that haven't been covered here that will emerge as the agro-ecology world evolves and new and creative young people find their way into agriculture!

**Talk to us! We want to know about where you are at in your process of becoming a farmer and getting on land. Tell your story and inspire other new potential farmers. Write a blog post. Start a hub. Get involved - host an event - build community. It's going to take all of us to rebuild our local food system into a vibrant, healthy and abundant food system for all! Yeah Farmers!**



email: [farm@youngagrarians.org](mailto:farm@youngagrarians.org)  
online: [youngagrarians.org](http://youngagrarians.org)



## RESOURCES

### OTHER LAND ACCESS GUIDES AND RESOURCES FOR NEW FARMERS:

#### **ATTRA: Finding Land to Farm**

<https://attra.ncat.org/attra-pub/summaries/summary.php?pub=174>

#### **Drake University: The Landowner's Guide to Sustainable Farm Leasing**

<https://pdfs.semanticscholar.org/169a/6dfb3d6642b92043bb66268066290610f0e7.pdf>

#### **FarmStart & Everdale Environmental Learning Centre: Accessing Land for Farming In Ontario: A guidebook for farm seekers and farmland owners**

[https://farmlink.net/custom/uploads/2018/01/FarmStart\\_AccessingLandForFarmingInOntario.pdf](https://farmlink.net/custom/uploads/2018/01/FarmStart_AccessingLandForFarmingInOntario.pdf)

#### **Greenhorns. Land. Liberty. Sunshine. Stamina. A mini compendium of resources for beginning farmers on the topic of finding sustainable land tenure.**

<https://www.farmlandinfo.org/land-liberty-sunshine-stamina-mini-compendium-resources-beginning-farmers-topic-finding-sustainable>

#### **Greenhorns: Guidebook for Beginning Farmers**

[https://greenhorns.org/wp-content/uploads/2018/07/Greenhorns\\_Guidebook\\_Beginning\\_Farmers\\_Zine.pdf](https://greenhorns.org/wp-content/uploads/2018/07/Greenhorns_Guidebook_Beginning_Farmers_Zine.pdf)

#### **Just Food Ottawa: Start-Up Farm Program**

<https://justfood.ca/start-up-farm-program/#1490155994282-5f2e348d-fa01>

#### **Land for Good: Farm Access Methods - A Decision Guide**

<https://landforgood.org/wp-content/uploads/LFG-Farm-Access-Methods-Guide.pdf>

#### **Land for Good: Farmland Leasing for Private Landowners: A Short Guide**

<https://landforgood.org/wp-content/uploads/LFG-Landowners-Guide-To-Leasing-To-A-Farmer-Handbook1.pdf>

#### **Land for Good: Toolbox for Landowners**

<https://landforgood.org/resources/toolbox/toolbox-landowners/>

#### **Land for Good: Toolbox for Farm Seekers**

<https://landforgood.org/resources/toolbox/toolbox-farm-seekers/>

#### **New Entry Sustainable Farm Program: Finding, Assessing, and Securing Farmland Guide**

<https://farmsreach.com/welcome/wp-content/uploads/2013/09/MAFarmlandGuide.pdf>

#### **University of Vermont: Farmland Tenure and Leasing**

<http://www.uvm.edu/newfarmer/?Page=land/leasing.html&SM=land/sub-menu.html>

#### **New England Small Farm Institute: Access to Land**

[http://www.smallfarm.org/main/for\\_new\\_farmers/resources\\_by\\_topic/land/](http://www.smallfarm.org/main/for_new_farmers/resources_by_topic/land/)

#### **Cornell University: Finding a Farm to Buy or Lease**

<https://smallfarms.cornell.edu/guide/1-finding-a-farm-to-buy-or-lease/>

#### **Ohio State University: Managing Landlord-Tenant Relationships Factsheet**

[http://www.farmlandinfo.org/sites/default/files/Managing\\_tenant\\_landlord\\_relationships\\_1.pdf](http://www.farmlandinfo.org/sites/default/files/Managing_tenant_landlord_relationships_1.pdf)

## COMMUNITY FARMS IN BC:

### **FarmFolk CityFolk Community Farms Program**

<http://www.farmfolkcityfolk.ca/community-farms-program/>

### **Foodlands Cooperative of BC**

<http://www.foodlands.org>

## INCUBATOR FARMS:

### **Canadian Organic Grower. Incubator Farms.**

<http://magazine.cog.ca/article/incubator-farms/>

## URBAN FARMS:

### **Vancouver Urban Farming Society. Understanding our Practices from Seed to Scrap. 2013.**

<http://www.urbanfarmers.ca/urban-farming-forum-report/>

### **EcoDesign Resource Society. Urban Farming Guidebook for Local Governments. 2013.**

<http://www.urbanfarmers.ca/publications/reports/>

## ADDITIONAL RESOURCES:

### **BC Soil Classification Maps.**

<http://www.env.gov.bc.ca/soils/provsoil/index.html>

\*This provincial government resource has soil maps for the whole province

### **BC Managed Forest Classification**

<https://info.bcassessment.ca/Services-products/property-classes-and-exemptions/managed-forest-classification-in-british-columbia/understanding-managed-forest-classification-in-british-columbia>

### **CoolBot Cooling System**

[www.storeitcold.com](http://www.storeitcold.com)

### **FarmLINK MatchMaker Tool: Connecting farmers to our future**

<http://www.farmlink.net>

### **ARTERRE: Quebec-based land listings and land matching services (French)**

<https://www.arterre.ca>

### **Multiple Listing Service of the Canadian Real Estate Association**

[www.mls.ca](http://www.mls.ca)

### **Slow Food International. Our Philosophy**

<http://www.slowfood.com/international/2/our-philosophy>

### **Tufts University. New Entry Farming Project**

[http://nesfp.nutrition.tufts.edu/resources/farmland\\_documents.html](http://nesfp.nutrition.tufts.edu/resources/farmland_documents.html)

## APPENDIX A

### PROVINCIAL POLICY AND LEGISLATION FOR FARMERS

This overview is meant to cover key provincial policies and legislation relevant to farmers and agricultural land. The following four sections provide an overview as well as resources for continued reading.

#### Agricultural Land Reserve / Agricultural Land Commission

In BC, the Agricultural Land Reserve (ALR) refers to land that is designated for agricultural production, and it limits non-farm uses of the land such as development. Since its inception in 1973, the ALR is managed by the Agricultural Land Commission (ALC). The legislation that governs the ALR is the Agricultural Land Commission Act, which overrides local government land use planning, including subdivision, as well as non-farm uses.

The ALR is important because it protects agricultural land, which comprises about 5% of B.C.'s land base. The purposes of the ALR are: to preserve agricultural land; to encourage farming in collaboration with other communities of interest; and to encourage local governments, First Nations, the government and its agents to enable and accommodate farm use of agricultural land and uses compatible with agriculture in their plans, bylaws and policies. You can determine if your property is in the ALR by using online map tools, looking at your land title, or by contacting local government offices.

At times, the regulations around ALR land can limit bona fide farmers from making the most of their farmland. There are restrictions around non-farm use, notably by limiting the amount of housing that can be built on the land, but also with regards to events. It is advisable before committing to farming ALR land to consult the ALC website and contact ALC staff to ensure that your plans are in alignment with regulations. ALR land can only be leased for farm use.

#### Housing on ALR land

Lessees are not permitted to construct or place a residential structure of any kind on the leased area. This includes RVs, tiny homes, trailers, etc... The construction of farm buildings on the leased area is allowed.

Housing is limited on ALR land. One single-family dwelling per land registry parcel is permitted within the ALR provided it is permitted by municipal zoning. The dwelling may include a suite attached to a single family dwelling, with no restrictions on who can occupy the suite. It is possible to apply to the ALC for additional housing for farm help; legally the tenants in the structure must be paid farm help employed by the farm. Until February 22, 2020, landowners may build an additional dwelling (maximum of a double wide manufactured home) limited to occupation by an immediate family member of the land owner without application to the ALC; after that date, an application is necessary.

If a lessee wants to live on ALR land, the options are very limited. If the main dwelling is occupied, and there is no suite, or the suite is occupied, the leasing farmer and the landowner would need to agree to apply for non-adhering residential use, a process that takes several months and does not guarantee success. The application goes first to the local government (municipality or regional district) and then to the ALC. Both the local government and the ALC must be convinced that there is a legitimate need for an additional residence. Criteria may include the parcel having Farm Classification, size and type of farm operation, and other relevant factors. Historically, the ALC is resistant to placing new residential structures on ALR land.

For more information, go to: <https://www.alc.gov.bc.ca/alc/content/home>



## BC ASSESSMENT FOR FARM CLASSIFICATION

BC Assessment is a government body that provides annual property assessments to all property owners. A major financial benefit to farmland owners whose land is being farmed is Farm Classification, whereby BC Assessment will assess the property value at farm value as opposed to market value, and provide a reduction in property taxes to the landowner. Land owners who are leasing their land for agricultural purposes are also able to take advantage of Farm Classification.

**According to BC Assessment, Farm Classification will be granted to:**

- land used for a qualifying agricultural use;
- land used for a purpose that will contribute to a qualifying agricultural use;
- land used for a farmer's dwelling;
- land in an agricultural land reserve (ALR) that is used for a retired farmer's dwelling;
- land used for the training and boarding of horses when operated in conjunction with horse rearing, and;
- in some cases, vacant land associated with a farm.
- **leased land that is less than 1.98 acres must be in the ALR to qualify for Farm Status.**

Once a piece or area of land is given Farm Classification, BC Assessment periodically reviews the farm use to ensure the land is being used according to provisions in the law. Qualifying agricultural uses are listed on the BC Assessment website.

**The following reflects the minimum amount of annual income required to qualify for farm classification:**

- \$10,000 on land less than 0.8 hectares (2 acres);
- \$2,500 on land between 0.8 hectares (2 acres) and 4 hectares (10 acres);
- On land larger than 4 hectares (10 acres), \$2,500 plus 5% of the actual value of any farm land in excess of 4 hectares;

If farm property is being leased, the lessee-farmer is required to meet the revenue requirements for classification for the area of land that is actually under production. Farm class may be granted if, after a lease agreement is made, the landowner applies for Farm Classification. The lease or rental amount paid by the lessee-farmer to the property owner is not considered qualifying income for the purposes of Farm Classification.

Farm Classification is applied for through BC Assessment by October 31 of every year. A Landowner who is leasing land needs to send an application in to BC Assessment, and BC Assessment will then contact the lessee to request income tax information from the previous tax year to qualify the agricultural revenue from the land base. The farmer will need to have filed their income as revenue earned from farming to qualify. The farmer must sell qualifying agricultural products in each reporting period (i.e., every year). Crops grown for home consumption will not be considered part of farm income. In year one, if there are no revenues, the farmer may complete a farm plan with projected revenues to satisfy the Farm Classification requirements.

**Crop Share Agreements:** When an owner leases the property to a farmer under a crop-share agreement, the land that is farmed will be eligible for farm class, but the land beneath a residence will not be eligible for farm class unless the occupant is involved in the day-to-day activities of the farm (e.g., it is a farmer's dwelling).

**Inspections:** When an owner applies for farm classification, it is necessary to conduct an inspection to determine whether all or part of the property is used for a qualifying agricultural use. It is also necessary to determine whether any buildings present on the property are used for farm purposes.

For more information go to: <https://info.bcasessment.ca/services-and-products/Pages/Farm%20land%20assessment.aspx>

## FARM PRACTICES PROTECTION (RIGHT TO FARM) ACT

Farming sometimes means making a lot of noise (think tractors – and roosters) or doing other activities that non-farming neighbours might object to, such as spreading manure or putting up unsightly farm infrastructure. However, farmers need to be able to run their operations as they see fit, within reasonable bounds. In the ALR, and on land zoned for agriculture by local governments, farmers are protected by legislation called the Farm Practices Protection (Right to Farm) Act.

The Right to Farm relates to nuisances such as odour, dust, noise or other disturbances caused in the course of farming. However, it is not universal. In order to be protected by the Right to Farm, a farmer must:

- Use 'normal farm practices' (as defined by the Farm Practices Protection Act);
- Not be in violation of other legislation (e.g. Agricultural Environmental Management Code of Practice, Integrated Pest Management Act, and Public Health Act) or land use regulations

When a farm operation follows these requirements, the farmer is not liable to any person and cannot be prevented by an injunction or court order from any nuisance related to the operation of the farm, and is not held to local government bylaws related to animal control, noise and nuisance if related to the farm operation. Normal farm practices are defined as "that is conducted by a farm business in a manner consistent with proper and accepted customs and standards as established and followed by similar farm businesses under similar circumstances."

This is a crucial piece of legislation for farmers because it allows them to operate without being impeded by any nuisance complaints that may lead to court proceedings and prevent them from running their farm business. A Farm Industry Review Board handles the complaints process and determines whether nuisances and disturbances fall under normal farm practices.

For more information go to: <http://www.agf.gov.bc.ca/resmgmt/sf/farmpp/index.htm>

For more information about the Farm Industry Review Board, and the processes for resolving concerns, go to: <https://www2.gov.bc.ca/gov/content/industry/agriculture-seafood/agricultural-land-and-environment/farm-practices-protection/resolving-farm-concerns-and-complaints>

## FARM GATE SALES

The farm gate is the last frontier for farmers who want to sell directly to customers with minimal interference. The basic idea behind farm gate versus sales to retail outlets is that customers are coming directly to the farm.

The Farm Gate Sales Act is a set of legislation that aids farmers in selling their products directly from their farm location. It governs food safety concerns and a framework for allowing customers to purchase inspected meat directly from farmers.

For more information go to: [http://www.leg.bc.ca/39th1st/1st\\_read/m205-1.htm](http://www.leg.bc.ca/39th1st/1st_read/m205-1.htm)

The Agricultural Land Commission's farm retail sales order outlines which retail activities may be carried out on a farm within the ALR. Restrictions on sales of products grown off the farm and the size of the on-farm market area that can be used for off-farm products are specified. This helps to protect bona fide farmers from unfair competition at their farm stands.

For more information go to: [https://www.alc.gov.bc.ca/assets/alc/assets/legislation-and-regulation/policies/alc\\_-\\_policy\\_l-02\\_-\\_farm\\_retail\\_sales.pdf](https://www.alc.gov.bc.ca/assets/alc/assets/legislation-and-regulation/policies/alc_-_policy_l-02_-_farm_retail_sales.pdf)

## APPENDIX B

### WORKING THROUGH YOUR AGREEMENT

Adapted excerpt from FarmStart Ontario's Accessing Land for Farming in Ontario: A guidebook for farm seekers and farmland owners. Published by FarmStart and Everdale, lead author: Pat Learmonth (2011).

To start, the farm seeker and the farmland owner should meet in an informal setting and ensure that their general goals and ideas are a good fit. Then, each of you may want to work through these questions (Sections A through J) separately. When you meet again, you will be ready to see how your more specific ideas fit together and iron out any differences in expectations. It is unlikely that all the questions will be relevant to your situation, so just use them as a guideline.

This guidebook encourages you not to be restricted by standard lease agreement forms, and to draft an agreement that best suits your particular situation. A lawyer can then look over what you've written and include additional legal requirements. However, if it is helpful for you to look over some standard lease forms, you'll find a sample short-term lease in Appendix C.

#### **Consult your tax advisor!**

Be aware that some farmland owners may suffer negative financial impacts if they change the use of their land by renting it out. While this is not the norm, it is critical that farmland owners consult their financial advisors to ensure they are not unknowingly jeopardizing their status under capital gains tax or Canada Pension Plan rules (for example) before entering into a rental agreement.

### SECTION A: BASIC INFORMATION

1. Name and address of registered owner of the land.
2. Is the owner a citizen or permanent resident? If not, the renter may have to withhold 25% of any cash rent for the Canada Revenue Agency.
3. Name of the spouse of the owner. The spouse may have to sign any agreement that affects the use or enjoyment of the owner's personal residence on the farm.
4. Is the owner a GST registrant? If yes, GST will be charged on cash rents.
5. Name and address of renter(s).
6. Is the renter a citizen or permanent resident? If not, the renter may not be able to sign the necessary forms to obtain the Farm Property Class tax rate for the owner.
7. Address and lot/concession number/township/county of land referred to in the agreement.
8. Sketch of plot if less than the whole property owned by the owner at the location above, with as much detail as possible.

### SECTION B: TIMEFRAME FOR AGREEMENT

1. How long is this agreement intended to last? Think about months and seasons, as opposed to simply years.
2. If this period ends and the renter has been unable to take off a crop, will he or she be able to return to do so? For how long? Will the owner require the use of the property to prepare for the following season as of a certain date?
3. When will the renter and owner sit down to talk about extending the agreement for a further period and/or modifying it? Think about how soon this would have to be done in order for the renter to plan effectively for the next crop year or plant a fall cover crop.
4. How can the agreement be terminated before its agreed expiry date? By whom? On what notice? What if the renter has a crop in the ground, or has already prepared the ground for the next crop?
5. Will the renter have the right to sublet to another farmer? Note: It is usually recommended that this not be allowed without the permission of the owner, and with the specific agreement that the owner can arbitrarily withhold permission.
6. If the land is sold, do the parties intend that the renter will continue to have the right to farm there? If so, this can decrease the value of the land at sale.
7. If the renter dies, is it intended that the right to farm there will continue ie. be passed on to an heir?
8. If the landowner dies, is it intended that the agreement continues or comes to an end?



## SECTION C: TERMS OF ACCESS

In many cases today, the renter is accessing property where the owner actually lives. The renter also may need to access the property on a continuous and intensive basis (compared to taking off the hay twice a year). This creates a need for realistic discussion about what the implications will be for the day-to-day interactions between the parties. This subject has the potential to become a real irritant if not thoroughly canvassed in the beginning and recorded on paper.

1. Precisely what areas of the property will the renter have the right (or not have the right) to freely access (e.g. laneways, buildings, crop areas)?
2. What areas are private areas of the owner?
3. What restrictions (if any) will be placed on the hours or days the renter will be allowed to access the rented areas? Think about late-night loading of livestock, early morning harvesting, religious preferences, etc.
4. In exceptional circumstances, what notice will be given by the owner that normal access must be restricted? What types of things might be exceptional circumstances?
5. Who may the renter bring on to the land and for what purposes? Interns, employees, volunteers, friends... Will there be restrictions on how many people will be brought on the land at any one time?
6. Will the renter be permitted to send people on to the land without him or her being in attendance as well? If so, how will those people know what the terms of access are?
7. Will people unknown to the owner be required to introduce themselves before entering? If the owner lives on the property, it can be disconcerting to have unlimited access by unknown persons.
8. If members of the public are to be invited by the renter (e.g. for a farm tour) is notice to the owner required? How much notice?

## SECTION D: SPECIFIC ACTIVITIES

1. What is the understanding between the parties as to business activities of the renter? (e.g. vegetables, livestock, field crops, processing)
2. Are there any activities that are not acceptable to the owner? (e.g. stocking rates, fuel storage, spreading biosolids, use of chemicals or pesticides)
3. Who is responsible for manure removal and management?
4. If the renter is going to undertake an activity that could affect the owner's enjoyment of his property, what sort of notice or agreement will be required? (e.g. spreading manure)
5. Does the renter require assurance that the land is suitable for his purposes? Proof of current organic certification? Who will pay for this? Does the land qualify for certification? How soon? Will the landowner support the renter in obtaining certification? Is the land subject to flooding? Are soil tests available?
6. Will the renter require specific permission to erect farm signage?
7. Are there any general production practices or stewardship standards that the owner requires the renter to follow? How will this be monitored and enforced? This is an important topic, but is easily overlooked. The value of land for farming is in the soil. If the soil is in good condition when the rental starts, it is to the advantage of the renter. If it is improved over the course of the rental it is to the advantage of the owner. However, if the soil is depleted by removal of crops and no nutrients are returned, the owner's asset will be less valuable at the end of the rental period.
8. Does the landowner have any certification, regulatory or contractual constraints that the renter should be aware of? For example, if the land is certified organic, the renter should understand what this means so that his actions do not jeopardize certification. If the owner enjoys tax benefits such as Managed Forest Land or has areas regulated by a conservation authority, the tenant should be aware that proper stewardship of affected areas is mandatory. (For info on the Managed Forest Classification in BC, visit the BC Assessment website – <http://www.bcassessment.ca>)
9. What "housekeeping" standards will be adhered to? (e.g. tidy appearance of rented areas) In this respect, once again, it should be remembered that the owner might live on the property and take pride in it. At the same time, normal farming activities cannot be restricted.

## SECTION E: USE OF FACILITIES AND INFRASTRUCTURE

1. Will the renter have exclusive use of any buildings or structures on the property? For what purposes? Who is responsible for maintenance and repairs?
2. Will the renter share use of any buildings or structures with the owner? For what purposes and how much space? Who is responsible for maintenance and repairs?
3. Is there a source of water available to the renter? Is it adequate for the needs of both the renter and the owner in a drought? Is there a backup plan? Who is responsible for any repair costs?
4. Are there septic or washroom facilities available to the renter? Who is responsible for maintenance?
5. Is fencing in place that is required by the renter for his or her business? If so, who is responsible for maintenance?
6. Does the renter plan to (and have the right to) build any non-moveable infrastructure? If so, are there arrangements for compensation when the agreement ends?
7. Is the renter entitled to the use of electricity? On what terms and how will this be monitored?
8. If there are fuel tanks on the property, will the renter have the right to use them? On what terms and how will this be monitored?
9. Will the renter have the use of any equipment belonging to the owner? How will this be valued?
10. Will the owner have the right to enter and inspect the rented land and buildings?

## SECTION F: OTHER BENEFITS TO RENTER

1. Will the owner perform any services for the renter? How will these be valued? (e.g. if the owner is a farmer, he or she might agree to spread manure or do tillage)
2. If the owner is a farmer, will he or she provide formal mentoring to the renter? How will this be valued?
3. Is the property certified to any standard that benefits the renter? (e.g. organic certification) How will this be valued?
4. Will the owner be providing a right of first refusal to the renter if the property is to be sold?
5. Will the renter be given an option to buy the property at a certain time and price?
6. Will the owner be prepared to have the agreement survive a sale to a new purchaser? If so, this could decrease the value of the property.

## SECTION G: INSURANCE, TAXES AND LEGAL FEES

1. Who is responsible for carrying insurance? For what purposes? What about liability for personal injury to the renter or others he/she invites on the land? Consult your insurance company as well.
2. Who is paying the property taxes?
3. How will any jointly agreed legal fees be divided and paid?

## SECTION H: HOUSING

1. Is there housing available on the property for the renter? If so, it is strongly recommended that a separate lease be prepared for this purpose. There are a number of important legal differences between an agreement to rent land and an agreement to rent a house or apartment. Consult a lawyer for more information. Consider what the implications will be if the rental of the land is terminated and the rental of housing is subject to different rules about termination.

## SECTION I: FINANCIAL ARRANGEMENTS

The financial arrangements between the renter and the owner can take many forms. The important question is whether each party believes that s/he has received fair "value" for what s/he has given in the relationship. If either party feels that the agreement is not fair, it will not last. In some cases, cash may not change hands, as the parties have agreed that other forms of payment are more appropriate for their circumstances. In any contractual relationship, some form of value (called "consideration") must flow in each direction.

1. How will use of the land be valued?
2. In addition to use of the land itself, what is the owner offering to the renter? Is non-cash value flowing from the renter back to the owner? (e.g. traffic that may also benefit the owner's woodworking/craft/other business on site, the owner's feeling of supporting something good and important, etc.)
3. Is more value flowing in one direction than the other? What is left "owing"?
4. How will this be "evened up"? Through a cash payment? Are there other creative solutions?
5. Is a variable payment suited to your situation?
6. When will the agreed upon compensation be payable? Think about the annual cash flow of the renter – will the money be available at the time the payment is due?
7. What do the parties agree will happen if the cash rent is not paid on time? Not paid at all?
8. What will happen if unforeseen circumstances beyond the control of the parties make the rented area un-farmable or unproductive?
9. Will the renter perform any services for the owner? How will this be valued?
10. Will the renter supply the owner with any product of his farm enterprise for consumption? How will it be valued?
11. If the renter has a Farm Business Registration Number (and the owner does not), will s/he sign the required tax form so that the owner's property taxes can be reduced? What is the value that this represents?
12. Will the renter actively improve the soil or pay for improvements to fences or structures? Will this impact the rental payment in any given year?
13. Anything else you can think of?

## SECTION J: ENFORCEMENT

1. If one party does not do what s/he has agreed, what rights should the other have? Financial compensation? The right to force the other to comply? (i.e. to do something like permit access or perform work). What if the reason is something beyond that person's control? Explore fully and record your thoughts on this topic. This is the time it can be discussed calmly and logically, making decisions easier down the road if things go wrong.
2. If the parties are unable to resolve differences down the road, what will happen? Sometimes, a provision for arbitration is inserted in leases.

## **APPENDIX C**

### **SAMPLE DOCUMENTS**

Disclaimer: Young Agrarians aims to help share general information about land access and tenure in BC to help new farmers navigate the various options and requirements. The information that we have gathered here is not meant to take the place of legal or professional advice or to provide documents that will be legally binding. When you embark on designing and negotiating a written lease, we always advise you to work with an accredited law professional to make sure that the agreement that you come to is sound and provides adequate protection for all parties. Consult the Law Society of British Columbia's website on 'Finding a Lawyer'.

### **ADDITIONAL RESOURCES**

**For samples of lease templates and information please visit:**

Farm Folk City Folk: A Guide to Farmland Access Agreements

<http://www.farmfolkcityfolk.ca/community-farms-program/a-guide-to-farmland-access-agreements/>

## **LEASE AGREEMENT**

### **SAMPLE SHORT-TERM LEASE AGREEMENT**

The sample lease below is a simple example drawn from leases made available by Linking Land and Farmers. As you review sample leases, make sure that you thoroughly examine all of the clauses and figure out what will be necessary for your specific farming operation/leasing arrangement. Every farming operation is unique and do not assume that a sample lease will contain all of the necessary provisions to protect both you and the landowner. Have your lease reviewed to make sure it will stand up in a court of law - especially if you plan on being on the land for an extended period of time, and especially if you don't have a pre-existing relationship with the landowner.



## SAMPLE SHORT-TERM LEASE AGREEMENT

### LEASE AGREEMENT

Date:

Farm Address:

Lease between \_\_\_\_\_ (farmer) and \_\_\_\_\_ (landowner(s)). The fee for the use of a \_\_\_\_\_ (size) area and \_\_\_\_\_ (housing, equipment etc.) will be \_\_\_\_\_ (amount) annually payable on \_\_\_\_\_ of each (month/year) covering the period from \_\_\_\_\_ to \_\_\_\_\_.

The parties agree to abide by all of the following conditions during the entire term of the lease agreement:

1. \_\_\_\_\_ (farmer/landowner) will be responsible for the maintenance of the \_\_\_\_\_ area/section of the property (refer to site map).
2. \_\_\_\_\_ (farmer/landowner) will be responsible for the cost of maintenance and improvements to the leased plot subject to consensus of both parties.
3. \_\_\_\_\_ (farmer/landowner) will pay for any electricity/water/gas etc. according to \_\_\_\_\_ (meter reading, 50% of bill etc.)
4. There will/will not be no subletting allowed.
5. There will/will not be farm animals as part of the operation on the leased plot.
6. \_\_\_\_\_ (farmer/landowner) will provide and own any permanent improvements that s/he brought to leased land (i.e. fencing, perennial crops, composting bins, shed, greenhouse, irrigation lines, etc.) with the exception of \_\_\_\_\_ (e.g. the waterline from the city supply or well to the boundary of the leased plot). If there is interest in sharing some of the moveable improvements, the sharing will be by prior agreement of all parties.
7. \_\_\_\_\_ (farmer/landowner) agrees to pay all taxes and assessments associated with this parcel (*alternate*: will be responsible for maintaining agricultural tax status).
8. \_\_\_\_\_ (farmer/landowner) agrees to provide the (farmer/landowner) with evidence of their own liability coverage. \_\_\_\_\_ will not be legally liable for any injuries which might befall \_\_\_\_\_ or his/her helpers while on the farm property.
9. **Permitted Activity:** The farmer is permitted all activities associated with the farming which may include (but not be limited to) \_\_\_\_\_ (list activities such as operations, hosting tours and events, installing infrastructure etc.)
10. **Prohibited Activity:** The farmer will not (unless negotiated with landowner) participate in any of the following activities:
11. Other special terms and conditions in this lease (examples below):
  - a. \_\_\_\_\_ will be responsible for the cost and application for organic certification of the entire farm and responsible for maintaining the organic standards.
  - b. There will be prior agreement on the use and number of apprentices and/or helpers on the leased plot.
12. Any changes to the lease agreement will be discussed beforehand.
13. Lease may be renewed after \_\_\_\_\_ for a term and under conditions to be mutually agreed upon.
14. This lease maybe terminated before the term is up by mutual agreement of all parties, in the event of a disagreement over interpretation of the lease mediation will be sought through a third party agreeable to all three parties.
15. All parties will periodically review working arrangements and any new matters as/when they arise.

#### Attachments may include:

- Map Plan of land
- Proof of insurance
- Other rules or documents referred to in the body of the agreement

Signature of Landowner \_\_\_\_\_

Signature of Lessee \_\_\_\_\_

Signature of Witness \_\_\_\_\_

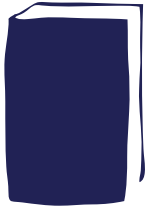
Date Executed \_\_\_\_\_

## NET WORTH STATEMENT

**Sample NET WORTH STATEMENT as of (MM-DD, YYYY) \_\_\_\_\_, \_\_\_\_\_.**

Name(s):

ASSETS	PRESENT VALUE	LIABILITIES	MAX LIMIT	CURRENT OUTSTANDING	
Current assets	in thousands	Current liabilities	in thousands	in thousands	Financed with (provide creditor name)
Cash on hand		Line of credit / operating loan			
Savings					
Accounts receivable (due to you)		Account payable			
Grain on hand		CWB advance			
bus. of @ \$ /bus.		Other advance(s)			
Prepaid expenses		Crop input loan(s)			
Market/replacement livestock					
Feed and supplies					
Crop input supplies		Other liabilities (credit cards)			
Growing crops					
		Market livestock loans			
		Property taxes			
<b>Total current assets</b>		<b>Total current liabilities</b>			
TERM ASSETS		TERM LIABILITIES (PURPOSE/CREDITOR)			PAYMENT AMOUNT, FREQUENCY AND RATE
Quota (dairy or poultry)		Equipment loans			
Breeding livestock					
Farm Equipment		Equipment leases			
Land					
Buildings		Mortgages			
Investments, household contents					
House/Residence		Other loans			
Other assets e.g. vehicles		Other leases e.g. vehicle			
<b>Total term assets</b>		<b>Total term liabilities</b>			
<b>Total assets (sum of current and term assets)</b>		<b>Total liabilities (sum of current and term liabilities)</b>			



Notes: