

## Some Key Takeaways for Marina Operators from a Recent B.C. Supreme Court Decision

By: [Buck D. Hughes](#), a Vancouver-based lawyer and partner at Bernard LLP

The recent British Columbia Supreme Court decision in *Lennon v. Coal Harbour Marina Ltd.*, 2026 BCSC 619 (“Lennon”) provides an overview of the legal framework governing marina moorage relationships and highlights the central role that contract language plays in managing those relationships. For marina operators, the case offers guidance on renewal provisions, discretionary decision-making, and enforcement rights.

The dispute arose between a float home owner (the “Licensee”) and a Vancouver marina operator (the “Marina”) in relation to the Marina’s decision to end the moorage relationship. The Licensee had lived aboard her float home at the Marina since January 2016 under annual moorage agreements that included live aboard status. In the summer of 2020, the Licensee was involved in a dispute with a live aboard neighbour at the Marina. In April 2021, the Licensee had an incident with another neighbour at the Marina. In December of 2021, the Licensee filed a personal injury action (the “Personal Injury Action”) against the Marina and other parties relating to a slip and fall incident on the docks of the Marina in January of 2020. The Personal Injury Action was settled in September 2023.

In 2022, the Marina declined to renew the Licensee’s live aboard status at the Marina and instead offered a recreational moorage agreement. The Licensee signed the recreational moorage agreement. The Marina then provided months of advanced notice that it would not be renewing the recreational moorage agreement and requested that the Licensee remove the float home at the end of the term. The Licensee failed or refused to remove the float home at the end of the term, ceased paying moorage fees, and brought a lawsuit alleging, among other things, that the recreational moorage agreement was unconscionable and the Marina breached its duty of good faith by cancelling the moorage agreements in response to the Personal Injury Action. The Marina commenced a parallel legal action *in personam* against the Licensee and *in rem* against the float home and sought to remove the float home from its property and recover the moorage fees owing.

At the heart of the case was the structure and wording of the parties’ agreements with a specific focus on the language relating to renewal of those agreements and the contractual discretion conferred on the Marina to not renew those agreements. The use of discretionary language preserved the Marina’s ability to decide whether to renew moorage each year. For marina operators, this reinforces the importance of renewal clause drafting.

In relation to the issue of whether the Marina exercised its discretion in good faith, the Licensee argued that the decision not to renew was influenced by, among other things, the Personal Injury Action. The Marina relied on concerns about the Licensee’s conduct and its impact on the marina community. The Court accepted that the Marina’s decision was grounded in legitimate operational considerations and found no breach of the duty of honest performance or good faith.

The Licensee also argued that the Marina should be prevented (through estoppel by convention) from refusing renewal because of the parties’ past practice of renewing the agreement. The Court rejected this argument, finding that the express language of the contract—particularly the discretionary renewal clause—governed the parties’ rights.

Following termination, the Court considered the financial consequences of the Licensee remaining at the marina. It held that the Marina was entitled to charge moorage fees for the period during which no valid agreement was in place.

The Court further found that the continued presence of the vessel after the agreement expired constituted trespass and nuisance. The Licensee no longer had a legal right to occupy the berth, and her refusal to remove the vessel interfered with the Marina’s property rights and operations.

Given these findings, the Court granted the Marina a permanent injunction requiring the removal of the vessel. This remedy underscores the importance of clear contractual language when seeking to enforce possession and control over marina property.

Taken together, *Lennon* illustrates how a well-drafted contract can shape the outcome across a wide range of legal issues—from renewal and good faith to enforcement and remedies.

Buck D. Hughes is a lawyer and partner at Bernard LLP and can be reached at [hughes@bernardllp.ca](mailto:hughes@bernardllp.ca) or by phone at 604-661-0619.