

The BC Termination & Contract Health-Check

A checklist to see whether your employment contracts and termination process would actually hold up when tested.

For provincially regulated, non-unionized employees in BC. It does not cover federally regulated employers (Canada Labour Code). Practical guidance, not legal advice.

Much of what a termination costs is set by the employment contract, before any termination happens. Run through this before you hire, and again before you let someone go.

1. Your contracts

Before you hire — this is where exposure is won or lost

- ☐ Every employee signs a **written contract before their first day**.
- ☐ The contract has a **clear, enforceable termination clause** that limits notice/pay to defined amounts instead of open-ended common-law notice.
- ☐ That clause **preserves all applicable ESA minimum entitlements** at all times and clearly addresses **any contractual benefits or compensation payable during the notice period** — fall short on any point and a court may find the whole clause unenforceable.
- ☐ New hires have a **probation clause** reserving your right to end employment in the early months — exercised with a genuine, good-faith assessment of suitability, not an arbitrary firing.
- ☐ **Use a fixed-term contract only when the role or need is genuinely temporary** — and include a valid early-termination clause.
- ☐ Your contracts are **current, tailored to the role, and checked for enforceability** — not a generic download. This is exactly what Senterra HR sets up for BC employers.

2. Before you terminate without cause

Check these before the conversation happens

- ☐ You've confirmed **whether an enforceable clause actually caps what's owed** — you haven't just assumed it does.
- ☐ You know **short service still triggers notice** — a few weeks on the job can still mean months of pay.
- ☐ You've estimated exposure: unless an enforceable clause limits it, **common-law reasonable notice** — typically higher than the ESA minimum.
- ☐ The reason is **legitimate and non-discriminatory** — not tied to a protected ground, and not retaliation for a complaint, a leave, or raising a safety issue.
- ☐ The decision is **documented** and **consistent** with how you've treated others in similar situations.
- ☐ If you're thinking of alleging **just cause** — stop and get advice. The bar is high and the risk is real.

3. How you carry it out

The manner of dismissal — good faith reduces the risk of added claims

- ☐ The termination is handled **privately and respectfully**.
- ☐ For a without-cause exit, you're **not piling on reasons or justifications**.
- ☐ Nothing said is **misleading** about the reason or the employee's entitlements.
- ☐ **Final wages and vacation pay** are paid within **48 hours** of termination (BC ESA), and the **Record of Employment** is issued within the Service Canada deadline (paper: within 5 calendar days of the interruption; electronic: within 5 days after the pay period ends).
- ☐ A **reference letter** is offered where appropriate.

CASE REFERENCE · HO V. MONK (2026 BCSC 1324)

A document alone may not limit what you owe.

A BC corporate controller was dismissed without cause after **under 11 weeks** and awarded **four months of reasonable notice — approximately \$40,296.81**. The employer had an offer letter, but the court found it did not displace the common-law right to reasonable notice, so the common-law amount applied. The enforceable clause, not the document itself, is what limits exposure.

Red flags

Talk to an HR professional or employment lawyer before you act

- Relying on the ESA "three-month rule" with **no probation or termination clause** in the contract.
- A **generic, old, or US-based** contract template.
- Terminating someone **on a leave**, or right after they raised a **complaint, safety issue, or human-rights concern**.
- Planning to **allege just cause**.
- A **fixed-term contract with no early-out clause**.

How's your paperwork holding up?

Senterra HR helps BC small and mid-sized employers put defensible contracts and termination processes in place — before they're tested. If any box above went unchecked, that's the gap to close now.

[Book a Free Consultation](#)senterrahr.ca

This checklist is general information for BC provincially regulated, non-unionized workplaces and is not legal advice. Employment law is fact-specific — get advice on your situation before acting. © 2026 Senterra HR.