

INFORMATION ABOUT THE  
**TENANT OCCUPIED PROPERTY — BUYER'S NOTICE TO  
SELLER FOR VACANT POSSESSION**

THIS CONSOLIDATED INFORMATION IS PROVIDED SOLELY TO ASSIST THE PARTIES AND IS NOT PART OF THE NOTICE. FOR FURTHER DETAILS, PLEASE REFER TO ADDITIONAL RESOURCES, SUCH AS THE RESIDENTIAL TENANCY BRANCH (RTB).

If a residential property being sold is tenanted, the Contract of Purchase and Sale (CPS) for that property must address how the parties will deal with the tenancy on completion. In these cases, the property can either be transferred subject to the tenancy (in which case the Buyer will become the Landlord after completion of the purchase) or, in some circumstances, the Buyer may be able to request the Seller to deliver vacant possession on a specified date.

The inclusion of the requirement for vacant possession in the CPS does not on its own create an obligation for the Seller / Landlord to issue a notice to end the tenancy. Similarly, it does not create an obligation for the Buyer to deliver the Seller / Landlord a notice to end the tenancy.

Under Section 49 (5) of the *Residential Tenancy Act*, if a Buyer or their close family member (as defined in the Act) intends to occupy a tenanted property, the Buyer should give the Seller / Landlord of the tenanted property written notice of this intention. This notice enables the Seller / Landlord to lawfully end the tenancy provided that all conditions of Section 49 (5) of the Act are met. The Buyer's Notice to Seller for Vacant Possession form can be used for this purpose.

Buyers should be aware that Section 49 (5) of the Act requires that the person(s) moving into the property must intend in good faith to occupy it for at least 12 months. Non-compliance with this occupancy requirement could result in legal and financial consequences, including compensation to the displaced Tenant.

The Act also requires that in order to end the existing tenancy, the Seller / Landlord and the Buyer must upload certain information to the RTB Web Portal. This obligation is one that the Seller / Landlord and the Buyer (and not their REALTORS®) should be performing. Information required for the RTB Web Portal includes:

- **General Details:** Type of property, number of units in the building, general classifications, declaration of the occupant's relationship to the Buyer and occupancy terms, rental unit address, residential property identifiers, rental amount and frequency, tenancy agreement details, and preferred method to serve documents.
- **Landlord Details:** Number of Landlords, general classifications, declaration to act on behalf of the Landlord, Landlord name(s), date of birth, property / mailing address, residential property identifiers, email address, and phone number.
- **Notice Signatory Details:** Individual(s) providing notice and a self-declaration of authorization.
- **Tenant Details:** The current number of occupants, tenant name(s) and details, contact information, property / mailing address, and the number of adults and children living in the rental unit.
- **Occupancy Information:** Buyer's ownership date of the rental unit, Contract of Purchase and Sale Information #RTB-58 form, Buyer's written request to end the tenancy (for RTB purposes only), date of birth, address, occupant's relation to the Buyer, occupant's current address, phone number, and email address.

The RTB Web Portal will use this information to generate the proper notice to be given to the Tenant (*RTB-32P Three Month Notice to End Tenancy for Purchaser's Use of Property*). To ensure timely access to the necessary tools and information, Sellers / Landlords should register in advance for a Basic BCeID to access the portal.

Buyers and Sellers / Landlords should compile all necessary details as early as possible for this purpose. This will also help them understand what transaction details and personal information of the Buyer, the Seller / Landlord, and who will occupy the property will be collected, used, and disclosed to the RTB Web Portal and the Tenant.

For additional guidance, Buyers and Sellers can refer to the RTB guide outlining the process to terminate a tenancy in connection with a purchase and sale and the information that the Seller / Landlord must upload into the RTB Web Portal. A full list of requirements is available on the Information Required to Complete Landlord Use Notice Generator resource.

Both Buyers and Sellers should consider the various dates in their CPS and the term of the existing tenancy so that they can allow sufficient time for all necessary steps to be completed.

## TENANT OCCUPIED PROPERTY — BUYER’S NOTICE TO SELLER FOR VACANT POSSESSION

TO: \_\_\_\_\_  
 \_\_\_\_\_(the “Seller(s)”) \_\_\_\_\_

PROPERTY: \_\_\_\_\_

**WHEREAS:**

- A. The undersigned (the “Buyer(s)”) and the Seller(s) have entered into the Contract of Purchase and Sale dated \_\_\_\_\_, \_\_\_\_\_ in respect to the purchase and sale of the above-noted Property (the “Purchase Agreement”).
- B. All conditions on which the purchase and sale of the Property under the Purchase Agreement depend have been satisfied or waived in accordance with the Purchase Agreement.
- C. The Property is currently rented to Tenant(s).
- D. The Buyer(s) (or one or more of the spouse, children, and parents of the Buyer(s) or, in the case of a family corporation (as defined in the *Residential Tenancy Act*), voting shareholders of the Buyer(s)) intend in good faith to occupy the Property.

**NOW THEREFORE** in accordance with Section 49 of the *Residential Tenancy Act*, the Buyer(s) hereby request that the Seller(s), as Landlord, give notice (the “Tenant Notice”) to the Tenant(s) of the Property pursuant to the *Residential Tenancy Act* terminating the tenancy and requiring the Tenant(s) to vacate the Property by 1:00 pm on \_\_\_\_\_, \_\_\_\_\_ unless the Tenant(s) have otherwise agreed in writing to vacate and surrender the Property on or prior to such date.

For the purpose of giving the Tenant Notice under Section 49 of the *Residential Tenancy Act*, the Buyer(s) address is: \_\_\_\_\_ and the Buyer(s) hereby consent to the Seller(s) including the Buyer(s) name(s) and such address on the Tenant Notice for the purpose of Section 49(7) of the *Residential Tenancy Act*.

Executed by the Buyer(s) this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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