

**This form is used by a tenant to exercise their right of first refusal to enter into a new tenancy agreement respecting a rental unit upon completion of renovations or repairs for which the tenant's previous tenancy was ended under section 49.2 of the Residential Tenancy Act. This right of first refusal applies only to a rental in a unit residential property containing 5 or more rental units.**

**To the landlord(s): (full names and address for service required) (Use #RTB-26 to list additional parties)**

first and middle name		last name		
first and middle name		last name		
site/unit #	street # and name	city	province	postal code
main phone		other phone	fax	
email address for document service:				

**From the tenant: (Use #RTB-26 to list additional parties)**

first and middle name		last name		
email address for document service:				
main phone		other phone	fax	

**I am giving you this notice because I want the first opportunity to enter into a new tenancy agreement at the following rental unit where I/we currently reside once the repairs or renovations are complete.**

site/unit #	street # and name	city	province	postal code
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**My forwarding address and contact information is:**

site/unit #	street # and name	city	province	postal code
email address for document service:				
main phone		other phone	fax	
signature of tenant		DD/MM/YYYY		
first and middle name of tenant		last name of tenant		

Your personal information is collected under section 26 (a) and (c) of the Freedom of Information and Protection of Privacy Act for the purpose of administering the Residential Tenancy Act. If you have any questions regarding the collection of your personal information, please call 604-660-1020 in Greater Vancouver; 250-387-1602 in Victoria; or 1-800-665-8779 elsewhere in B.C.

## Complete the details below at the time of service

In person to the landlord or agent of the landlord

Send a copy by registered mail to the address at which the person resides or carries on business as a landlord

Leave a copy in a mailbox or mail slot at the address where the person resides or carries on business as a landlord

Attach a copy to the door or other conspicuous place where the landlord resides or carries on business as a landlord

As ordered by the Director of the Residential Tenancy Branch (attach copy of Substituted Service Order)

Fax it to a fax number you have provided as an address for service

Email it to an email address you have provided as an address for service

## IMPORTANT INFORMATION

### 1. RIGHT OF FIRST REFUSAL

The law says that if you give your tenant a notice to end tenancy for repairs or renovations under section 49.2 of the Residential Tenancy Act, your tenant has a right of first refusal to enter into a new tenancy agreement for the rental unit when the renovations or repairs are complete (if the property has 5 or more units).

This means you must give your tenant the first opportunity to enter into a new tenancy agreement in respect of the rental unit before offering the unit to another prospective tenant. Failure to do so will result in a requirement to pay the tenant additional compensation.

### 2. TENANT'S OBLIGATION

Your tenant has to give you this Notice, completed in full, **before vacating the rental unit**.

### 3. LANDLORD'S OBLIGATION

If your tenant gave you this Notice before vacating the rental unit, you must:

1. Give the tenant a Notice of Availability (#RTB-35) at least 45 days before the date the rental unit will be available to rent.
2. Give the tenant a tenancy agreement to commence on that date.

### 4. COMPENSATION FOR THE TENANT

If you, the landlord, do not comply with the obligations provided in section 3 above, the law requires you to compensate the tenant in the amount of 12 months' rent payable under the current tenancy agreement unless there were extenuating circumstances that prevented you from complying.

### 5. IF YOU DO NOT HEAR BACK FROM YOUR TENANT

You can rent the rental unit to a different tenant if the tenant who is exercising the right of first refusal does not enter into a new tenancy agreement in respect of the rental unit on or before the availability date.

### 6. EFFECTIVE DATE OF NOTICE

You are considered to have received this notice on the day it is given to you in person (or to an adult (19+) who appears to live with you). If you were not personally served with this Notice, you are considered to have received the Notice, unless there is evidence to the contrary, on the following:

- 3 days after the tenant either leaves the Notice in the mailbox or in mail slot; posts it on the door or a noticeable place at the address where you live; faxes it to a number you have provided as an address for service; or emails it to an email address you have provided as an address for service; or
- 5 days after the tenant sends the Notice by registered or regular mail to the address where you live.

Note: The date a person receives documents is what is used to calculate the time to respond.

#### FOR MORE INFORMATION:

[www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant)

Public Information Lines: 1-800-665-8779 (toll-free) Greater Vancouver: 604-660-1020, Victoria: 250-387-1602