

SELLING A TENANTED HOME IN B.C.



SELLER / LANDLORD RIGHTS & OBLIGATIONS

If you are selling a home that is currently tenanted, the Residential Tenancy Act (RTA) protects the tenant's right to their home and sets rules you must follow. This summary outlines your key rights and obligations under current RTB rules.



1. RIGHT TO SELL

- You have the legal right to sell your rental property at any time, even if it is tenanted.



2. TENANCY CONTINUES AFTER SALE

- The tenancy does not end because the property is sold.
- The buyer becomes the new landlord and must respect the existing tenancy agreement and all rights under the RTA.



3. SHOWINGS AND ACCESS

- You may show the unit to prospective buyers during the tenancy.
- Provide at least 24 HOURS WRITTEN NOTICE of the date, time and purpose of entry.
- Entry must be between 8:00 a.m. and 9:00 p.m., unless the tenant agrees otherwise.
- Showings must be at reasonable times and for a reasonable duration.
- Tenant's right to quiet enjoyment must be respected.



4. TYPE OF TENANCY

- Fixed term:** The tenancy continues until the end of the fixed term unless the tenant ends it earlier or the tenancy is ended in accordance with the RTA.
- Month-to-month:** The tenancy continues month-to-month until it is ended in accordance with the RTA.



5. IF THE BUYER WANTS TO OCCUPY THE HOME

The buyer (or a close family member) may end the tenancy for their own occupancy only under a purchaser-occupancy notice.

- The landlord must use the RTB's Notice to End Tenancy – Purchaser's Use of Property (RTB-32P) generated through the RTB Portal. Handwritten notices are not accepted.
- The notice must give the tenant at least 3 MONTHS' NOTICE to end the tenancy on the effective date shown on the notice.
- The tenant is entitled to ONE MONTH'S RENT as compensation.
- The buyer (or close family member) must take possession within a reasonable time after the tenancy ends, live in the unit for at least 12 MONTHS, and not rent it out during that period, unless an exception applies.
- If the buyer does not move in or violates the rules, the tenant may apply for dispute resolution for compensation (up to 12 months' rent).



6. IF THE BUYER IS AN INVESTOR

- The tenancy continues on the same terms.
- Rent can only be increased in accordance with the RTA (annual allowable increase).
- The new landlord must protect the tenant's security deposit in trust.



7. YOUR IMPORTANT OBLIGATIONS

- Follow all RTA rules, especially around notice, access and ending a tenancy.
- Act in good faith. Do not issue a purchaser-occupancy notice unless the buyer (or close family member) genuinely intends to occupy the home.
- Keep clear records of all notices, communications and showings.
- Consider the tenant when scheduling showings to minimize disruption.



FOR MORE INFORMATION

Visit the Residential Tenancy Branch (RTB) website: www.gov.bc.ca/landlordtenant
Forms and notices (including RTB-32P) are available at:
www.gov.bc.ca/landlordtenant/forms

YOUR RIGHTS DURING THE SALE OF YOUR HOME



INFORMATION FOR TENANTS



Your home is protected by the Residential Tenancy Act (RTA).
The sale of the property does not end your rights.
This page explains what to expect and what your rights are.



1. YOUR TENANCY CONTINUES

- The sale of the property does not end your tenancy.
- The new owner becomes your landlord and must respect your tenancy agreement and all rights under the RTA.
- You can stay in your home until the tenancy ends in accordance with the law.



2. SHOWINGS OF YOUR HOME

- The seller can show your home to prospective buyers.
- You will be given at least 24 HOURS WRITTEN NOTICE of the date, time and purpose.
- Showings must be between 8:00 a.m. and 9:00 p.m., unless you agree otherwise.
- Showings should be at reasonable times and for a reasonable duration.
- You are entitled to quiet enjoyment of your home.



3. TWO POSSIBLE OUTCOMES WHEN THE PROPERTY SELLS

A. Buyer as Investor (Not Moving In)



- The tenancy usually continues.
- Your rent can only be increased in accordance with the RTA (once per year at the allowable amount).
- All other terms of your tenancy remain the same.



B. Buyer Intending to Move In

The buyer (or a close family member) may end your tenancy for their own occupancy using the RTB Notice to End Tenancy – Purchaser's Use of Property (RTB-32P).

- You will receive at least 3 MONTHS' NOTICE.
- You are entitled to ONE MONTH'S RENT as compensation.
- The buyer must move in within a reasonable time after you move out, live there for at least 12 MONTHS, and not rent it out during that time, unless an exception applies.
- If they do not follow these rules, you may apply to the RTB for compensation (up to 12 months' rent).



4. COMMUNICATION

Open communication helps make the process smoother for everyone. If you have questions, ask your landlord or the listing agent. You can also contact the RTB.



5. WHERE TO GET HELP

- Residential Tenancy Branch (RTB): 1-800-665-8779 or www.gov.bc.ca/landlordtenant
- Information Line: 1-800-665-8779 (Mon–Fri 8:30 a.m. – 4:30 p.m.)
- Online forms and resources: www.gov.bc.ca/landlordtenant/forms



OUR GOAL

The RTB is committed to making this process as easy and respectful as possible. We value our positive relationship with you and appreciate your cooperation. We will provide proper notice for all showings, respect your privacy, and are here to answer questions to help the transition go smoothly.

