# Form 4

## Renewal of Tenancy Agreement

### Note to Tenant:

You may continue to occupy your rental unit. If you want to renew your tenancy agreement, you must sign this form and return it to the landlord by _____ . (date)

If the landlord has applied for, or plans to apply for, a rent increase above the guideline, you may sign this agreement and still have the right to end your tenancy with notice of two rental payment periods. Your right to give notice is in effect from the date you receive notice that the landlord is applying for a rent increase above the guideline until 14 days after you receive a decision from the Residential Tenancies Branch or Residential Tenancies Commission.

This Renewal Agreement is made in duplicate between:

_____ , the Landlord

Legal name, address and telephone number of landlord

and

_____ , the Tenant

Name of tenant

The landlord and tenant agree to renew the Tenancy Agreement respecting the rental unit located at:

_____

Address

for a fixed term beginning on _____ , 20 _____ and ending on _____ , 20 _____
(date) (date)

at the following rent:

Basic Rent: $ _____

For _____ parking spaces: $ _____

Other (specify): _____ $ _____

_____

| | |
|---|---|
| **Rent Payable** | $ _____ |
| Less Rent Discount* | $ _____ |
| **Actual Amount Tenant Must Pay:** | $ _____ |

**(Complete this section if a rent increase on the rental unit is due before the date this agreement ends.)**

☐ The landlord plans to increase the rent by the annual rent increase guideline on (date) _____ . The landlord must provide the tenant with a Notice of Rent Increase at least 3 months before the rent is increased.

☐ The landlord plans to apply for a rent increase above the guideline to increase the rent on (date) _____ .

The proposed Rent Payable will be $ _____ . The landlord must provide the tenant with a Notice of Rent Increase at least 3 months before the rent is increased.

**(Complete this section if there is a rent discount.)**

***Rent Discount**

A landlord is not required to offer a rent discount, but if a discount is given, it must be set out in writing. Reducing or removing a rent discount is not considered a rent increase under *The Residential Tenancies Act*. However, an unconditional discount cannot be reduced or removed unless the tenant receives written notice of at least 3 months. If a tenancy agreement or discount agreement is for a fixed term, a landlord cannot reduce or remove an unconditional discount during the term of the agreement. If a

discount is subject to a condition, e.g. paying the rent on time, the landlord can withdraw it without notice if the tenant does not meet the condition.

The landlord is offering a rent discount of $ _____ subject to the following conditions:

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**(Provide details of any conditions – add additional pages if necessary)**

☐ Discount is the same as last year's or increased by $ _____ .

☐ Discount is reduced by $ _____ .

☐ Discount is removed.

☐ The proposed Rent Payable is subject to an application to the Residential Tenancies Branch for an above-guideline rent increase. The discount may be reduced or removed depending on the final decision on the landlord's application.

In any event, the Actual Amount Tenant Must Pay will not exceed $ _____ .

**Signatures**

| | | |
|---|---|---|
| Date | Print name of landlord | Signature of landlord |
| Date | Print name of tenant | Signature of tenant |
| Date | Print name of tenant | Signature of tenant |

**Note:** If the unit is registered as a condominium, the unit may be sold. If it is sold and the purchaser wants to move in, the tenant may be given notice to move, subject to this agreement and any rights the tenant may have under *The Condominium Act*.