

**LAND TITLE AND SURVEY AUTHORITY  
OF BRITISH COLUMBIA**

**PRACTICE BULLETIN NO. 0208**

**SUBJECT:** WAIVER OF RIGHT OF FIRST REFUSAL

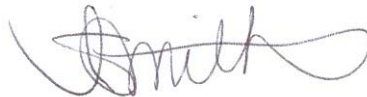
**ISSUANCE:** Director of Land Titles

**IMPLEMENTATION:** All Land Title Offices

**AUTHORITY:** *Land Title Act*

**RELATIONSHIP TO PREVIOUS PRACTICE:** Changed Practice Supercedes Practice Found at paragraph 16.50 Volume 1 of the Land Title Practice Manual

**EXECUTIVE APPROVAL:**



EFFECTIVE DATE:	BULLETIN NO.:	FILE NO.: Land Title Act s246
August 28 <sup>th</sup> , 2008	0208	



## 1. Background

### **Waiver of Right of First Refusal - Land Title Practice Manual Volume 1 paragraph 16.50**

The current practice as set out in the Land Title Practice Manual states a waiver of right of first refusal must be in the form of a Form C charge and contain Part 2, Terms of Instrument. A change to this practice is required and future waivers should comply with the following practice. This new instruction will be incorporated into the Land Title practice manual in the next update.

There will be a 6 month transition period from the date of this bulletin for any Waiver of Right of First Refusal submitted following the former practice.

## 2. Practice

Where a title is encumbered by a registered right of first refusal, the registrar must not register a freehold title in the name of a person other than the holder of the right of first refusal unless:

1. the registrar receives a discharge of the right of first refusal; or
2. the holder of the right of first refusal waives the rights under it to the extent necessary to permit registration of the new freehold title in the name of that other person.

If the holder of the right of first refusal gives a waiver in the manner described in (2) above, the registrar carries forward the right of first refusal to the new title together with an endorsement of the waiver. The waiver receives a running number for this purpose.

### **Form of Waiver of Right of First Refusal**

The waiver must be in Form C Release and Item 7, Additional or Modified terms must be completed. The Form C must show

1. the description of the interest in Item 3 as "Waiver of Right of First Refusal";
2. a selection of Release in Item 4; and
3. waiver language in Item 7 (to be included on a Form E Schedule).

The Form C must be executed by the holder of the right of first refusal and may also be executed by the purchaser. Upon submission the waiver will be noted as a pending "Waiver of Right of First Refusal" on the title to the lands described within the Form C release.

The following is an example of waiver of right of first refusal language to be included in Item 7 on a Form E Schedule:

*LAND TITLE ACT*

FORM E

SCHEDULE

---

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM

7. ADDITIONAL OR MODIFIED TERMS:

**Waiver of Right of First Refusal**

WHEREAS:

A. \_\_\_\_\_, (the "Holder") is the owner of a right of refusal (the "Right of First Refusal") registered under number \_\_\_\_\_ as a charge against the land legally described as follows:

(the "Lands")

B. \_\_\_\_\_, (the "Vendor") is the registered owner of the Lands and has requested the Holder to agree to the transfer of the Lands to \_\_\_\_\_ (the "Purchaser").

NOW THEREFORE, TAKE NOTICE THAT BY THESE PRESENTS:

1. The Holder consents to the transfer of the Lands from the Vendor to the Purchaser and releases his rights under the Right of First Refusal to the extent necessary to permit the transfer of the Lands to the Purchaser free and clear of all claims the Holder may have under the Right of First Refusal against the Vendor in consequence of the transfer.
2. The release contained in this instrument extends solely to those rights exercisable against the Vendor in relation to the transfer of the Lands to the Purchaser and shall not operate to extinguish any equitable interest in the Lands that the Holder may continue to have under the Right of First Refusal and that is enforceable against the Purchaser in the future.
3. The Purchaser acknowledges and agrees that he takes title to the Lands subject to any continuing rights of the Holder under the Right of First Refusal.