Tenant's Notice to Terminate Early – Cause
Residential Tenancies Act 2018 - Sections 20, 21, 23

Instructions
- Use this form when you want to inform the landlord that you are terminating a rental agreement early for the reason identified and permitted in the *Act*. All sections of this form are required to be completed. The tenant completing the form must place their signature at the bottom where required. Ending the rental agreement by one tenant named on the rental agreement ends the rental agreement for **_all_** tenants.

Authority and Notice Requirements

Section 20(1)(3) Breach of material term	Where a landlord breaches a material term of the rental agreement, the tenant may provide the landlord written notice of the breach and provide the landlord with a reasonable time to correct the situation. If the landlord does not correct the situation within a reasonable time, the tenant may give the landlord a notice of termination: (a) not less than 7 days before the end of a rental period where the residential premises is rented from week to week; and (b) not less than one month before the end of a rental period where the residential premises is (i) rented from month to month, (ii) rented for a fixed term, or (iii) a site for a mobile home.
Section 21(1)(3) Premises uninhabitable	Where a landlord fails to maintain the residential premises in a good state of repair, fit for habitation and comply with laws respecting health, safety or housing, the tenant may give the landlord notice that the rental agreement is terminated immediately.
Section 23(1)(2) Interference with peaceful enjoyment and reasonable privacy	Where the landlord interferes with the peaceful enjoyment and reasonable privacy of the tenant, the tenant may give the landlord notice that the rental agreement is terminated on a specified date not less than 5 days, but not more than 14 days, after the notice has been served.
Before the end of the rental period	The notice period must include a full rental period. For example, in a fixed term rental agreement where rent is paid monthly on 1st of each month, if rent is paid on January 1st, the landlord must receive the termination notice from the tenant on or before January 1st for the rental agreement to end on January 31st. If the tenant provided notice to the landlord on December 15th, the proper termination date would still be January 31st and not January 14th because rent is paid on the 1st of the month and the notice period must include a full rental period.
Counting the days of notice required	The day the notice is received by the landlord and the day the tenant plans to move out are not included in counting the number of days in the notice period required to be provided.
Signature	The tenant issuing the termination notice must place their signature on the form where required.

Service Requirements (Section 35(1))

- The tenant's notice to terminate may be delivered to the landlord by:

  - sending it electronically where: (i) it is provided in the same or substantially the same form as the written notice or document; (ii) the landlord has provided an electronic address to receive documents, and (iii) it is sent to that electronic address;
  - giving it personally to the landlord;
  - giving it to a person 16 years of age or older who apparently lives with the landlord;
  - posting it in a conspicuous place on the landlord's premises;
  - placing it in the landlord's mailbox or under a door in the landlord's premises;
  - sending it to the landlord by prepaid registered mail or prepaid express post or by courier service at an address (i) where rent is payable; (ii) provided by the landlord or (iii) where the landlord carries on business.

- Where the tenant's notice to terminate is sent electronically as indicated above, it will be considered served on the day it is sent if it is sent before 4pm. If the notice is sent after 4pm, it will be considered to be served on the next day which is not a weekend or statutory holiday.

- Where the tenant's notice to terminate is sent by registered mail or express post, it will be considered to be served on the 5th day after mailing.

Access to information and Protection of Privacy

- Service NL collects personal information relating to landlords and tenants under the authority of the Residential Tenancies Act, 2018. Personal information collected by the Government of Newfoundland and Labrador is protected under Section 40(1) of the Access to Information and Protection of Privacy Act, 2015. If you require more information please contact the Director of Residential Tenancies at (709) 729-2660.

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Part 1	To: Landlord Information

Landlord Name

Part 2	From: Tenant Information

Name Tenant #1	Name Tenant #2

Part 3	Address of Residential Premises

Street Number and Name	Apartment Number

City or Town	Province **NL**	Postal Code

Part 3	Move Out Date

I am terminating the tenancy and moving out of the residential premises on:	Date (month day, year)

Part 4	Authority

I am terminating the tenancy under the authority of the Residential Tenancies Act, 2018 due to: (check one of the following)

☐ Breach of material term (Section 20(1)(3)(4))
  ☐ Week to week rental agreement; the tenant may move out not less than 7 days before the end of the rental period after the notice has been served.
  ☐ Month to month, fixed term or mobile site rental agreement; the tenant may move out not less than 1 month before the end of the rental period after the notice has been served.
☐ Premises uninhabitable (Section 21(1)(3)); the tenant may move out immediately.
☐ Interference with peaceful enjoyment and reasonable privacy (Section 23(1)(2)) the tenant may move out not less than 5 days, but not more than 14 days, after the notice has been served.

Part 5	Tenant Signature

Tenant(s) Signature	Date (month day, year)