



Policy Number: 07-001
Subject: General Information
Chapter: Notice of Termination

Legislation	s.8, 18, 29, 35
Definitions	<p>Rental Agreement: a contract between a landlord and a tenant for a tenant to live in a rental unit. The agreement may be written, verbal or implied.</p> <p>Termination Notice: a written document used by a landlord/tenant to inform a tenant/landlord of the end of a rental agreement; the notice must be given not less than the first day of the rental period.</p> <p>Weekly Rental Agreement: where premises are rented from week to week.</p> <p>Monthly Rental Agreement: where premises are rented from month to month.</p> <p>Fixed-term Rental Agreement: where premises are rented for a period of not less than 6 months and not more than 12 months.</p>
Purpose	The purpose of this policy is to outline the general requirements of a valid Termination Notice to end a tenancy and provide instruction on how to properly serve a Termination Notice.
Policy	<p>Requirements of Termination Notice A notice must be in the prescribed form and must include the following:</p> <ul style="list-style-type: none">• the name of the tenant(s) or landlord(s) to whom the Termination Notice is being given;• the section of the Act under which the termination notice is given;• the address of the rental premises for which the termination is given;• the date on which the termination is effective and the tenant is to vacate the premises;• the date the notice of termination was issued and• the signature of the person giving the notice. <p>Maintain a Copy A landlord, tenant or representative who serves a notice should always keep a copy. A copy of the termination notice as well as</p>



evidence of why the notice was served may be required by the adjudicator (ie. documentation of occurrences, witness affidavits, copies of police reports, etc.)

Termination – Standard

A landlord or tenant is not required to provide a reason why the rental agreement is terminated as long as the proper notice is provided (s. 18).

Where a rental unit is rented week to week: (i) a tenant issuing a termination notice is required to provide notice of not less than 7 days before the end of the rental period; and (ii) a landlord is required to provide notice of not less than 4 weeks before the end of the rental period.

Where a rental unit is rented month to month: (i) a tenant is required to provide notice of not less than 1 month before the end of the rental period; and (ii) a landlord is required to provide notice of not less than 3 months before the end of the rental period.

Where the fixed term for a rental agreement expires and notice of termination of the rental agreement has not been given, the rental agreement continues under the same terms and conditions in the fixed term rental agreement, except the tenancy may be terminated by giving the notice required where unit is rented from month to month.

Specifically under this section of the Act, the notice must be given no later than the first day of the rental period and state the date of termination which must be the last day of the rental period.

Termination Early – Cause

A landlord or tenant may terminate a rental agreement early for specific causes: (i) failure to pay rent (s. 19); (ii) breach of material term (s. 20); (iii) premises uninhabitable (s. 21); (iv) tenant's obligation not met (s. 22); and (v) interference with peaceful enjoyment and reasonable privacy (s. 23).

Termination by More than 1 Section of the Act

More than one authority may be cited for issuing a termination notice. If the notice citing more than one authority is contested, the person issuing the notice is only required to prove the validity of one of the applicable sections.



Termination by More than 1 Notice

If a termination notice is already in place and a second notice is issued by either party whereby the termination date is earlier than that specified in the first notice, then so long as this second notice is valid, the tenant is required to vacate on the date specified in the second notice. If a termination notice is already in place and a second notice is issued by the same person whereby the termination date is later than that specified in the first notice, then the person issuing the second notice has thereby indicated that they are intending the tenancy to be extended to the date set out in the second notice. The party receiving this second notice is no longer required to abide by the termination date set out in the first notice and the termination date in the second notice is the date that the tenant is required to vacate. The person who served the 2 notices cannot have the first notice enforced. However, the party who received the 2 notices may choose to abide by the first notice and may have the notice with the earlier termination date enforced.

Termination – Special Circumstances

In special circumstances, a fixed term rental agreement may be terminated by the tenant by giving notice of 1 month (no later than the first day of the rental period where the date of termination which must be the last day of the rental period) along with relevant evidence to the landlord under the following circumstances:

- the tenant's income is reduced as a result of ill health;
- the income of a person who has been providing financial assistance towards the payment of the tenant's rent is no longer able to provide financial assistance due to ill health;
- the tenant is required to reside with a family member because of the ill health of the family member;
- the tenant is admitted permanently into a home that provides personal care for the aged; or
- the tenant dies.

Termination – Family Violence

Where the safety of a tenant or a child living with the tenant is at risk because of family violence, that tenant may apply to the director for a certificate to terminate the tenancy by giving at least 30 days' notice to the landlord (s. 25)

Termination in Joint Tenancy

In a joint tenancy, one joint tenant may, without the consent or knowledge of the other joint tenants, issue a termination notice to the



	<p>landlord. So long as that notice is valid, all of the tenants in that joint tenancy are required to vacate on the date specified in the notice.</p> <p>If the landlord issues a termination notice to one tenant in a joint tenancy, it is effective for all. The landlord should ensure that all the tenants are named on the termination notice.</p> <p>Parties are free to enter into a new tenancy agreement if they so choose.</p> <p>Notice of “not less than” a Number of Days Where there is a reference to a number of clear days or “not less than”, a number of days between two events, the days on which the events happen are excluded in calculating the number of days. Therefore, the day the notice is received by the tenant or landlord and the day the tenant is required to move out are not included in counting the number days in the notice period required to be provided.</p> <p>Notice “before the end of the rental period” Where a notice period is required to be issued before the end of rental period, the end date of the notice period may not extend beyond the end date of the rental period. For example, where a tenant or a landlord issues a standard 1 month or 3 month termination notice respectively, and the end of the rental period is the last day of the month, the notice period must be given such that the move out day does not extend beyond the last day of the month which is the end of the rental period.</p> <p>Withdrawal of a Termination Notice After a valid termination notice has been issued, that notice cannot be withdrawn or waived without the actual or implied consent of the other party.</p> <p>Defective Notice Under Section 22 of the <i>Interpretation Act</i>, where a form is prescribed, deviations from the form not affecting the substance nor calculated to mislead, do not invalidate the form used.</p>
<p>Procedure Overview</p>	<p>Delivery of Notice A Termination Notice may only be served by:</p> <ul style="list-style-type: none"> • giving it personally to the landlord or tenant; • giving it to a person 16 years or older who lives with the landlord or tenant;



- posting it in a conspicuous place on the premises of the landlord or tenant;
- placing it in the mailbox or under a door of the premises of the landlord or tenant;
- sending it to the landlord or tenant by prepaid registered mail or prepaid express post at an address provided by the landlord or tenant;
- 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 or tenant has provided an electronic address to receive documents, and (iii) it is sent to that electronic address;
- sending it by registered mail, express post, or courier to an address provided by the landlord or tenant; or
- sending it by another method authorized by the director.

If the landlord or tenant is a company, the notice may be given personally to a company director, manager or officer as follows:

- by leaving it at the company office; or
- by sending it to the company by registered mail.

Where a notice or document is sent electronically, it is considered to have been served on the day it is sent, if the document is sent by 4:00PM, or the next day that is not a Saturday, Sunday or holiday, if the document is sent after 4:00PM.

Important

A termination notice cannot be given verbally. The person issuing a termination notice should always keep for their records.

Application for Invalid Notice

Where a landlord or a tenant is served with a Termination Notice that they believe to be invalid, they may apply to the Residential Tenancies Section to determine its validity. An Application for Dispute Resolution may be filed prior to the termination date and the hearing date may be set before the termination date where time allows for proper service of the claim.

Application for Vacant Possession

An Application for Dispute Resolution seeking vacant possession may be filed prior to the termination date. However, the hearing of the application cannot take place before the termination date. The applicant may serve the respondent with a copy of the Application for Dispute Resolution together with the notice of termination.



Forms & Form Letters	<ul style="list-style-type: none">• Landlord's Notice to Terminate – Standard• Tenant's Notice to Terminate - Standard
X-Reference	<ul style="list-style-type: none">• Policy 5-2 Service of Termination Notice
Policy Developed	September, 2000
Policy Revised	January, 2002 August, 2021
Other Resources	