



Policy Number: 07-003
Subject: Group Eviction
Chapter: Notice of Termination

Legislation	s. 28
Definitions	Group Eviction means – a termination notice issued to 50% or more of the residential premises in a residential complex that is: (i) not a mobile home park and has more than 9 residential premises; and (ii) a residential complex that is a mobile home park and has more than 5 residential premises.
Purpose	The purpose of this section is to outline the policy where termination constitutes group eviction.
Policy	<p>A landlord or tenant who serves a notice should always keep a copy. A landlord or tenant who serves a notice of termination may be required to produce a copy of the notice as well as evidence of why the notice was served.</p> <p>A landlord may not, give a notice of termination or refuse to renew rental agreements relating to 50 percent or more of the residential premises in a residential complex within a 3 month period, without cause under sections 19(1), 20(2), 22(2), or 24(1).</p> <p>A landlord may give notice to the tenants under section 18(1) where the landlord requires possession of the premises for the purpose of;</p> <ul style="list-style-type: none"> (a) demolition of the residential premises; (b) change the use of the residential premises to a use other than a residential premises; or (c) make repairs or renovations to the residential premises so extensive that the residential premises is required to be vacated; provided that the landlord has obtained a permit or authority required. <p>Where a landlord gives notice of termination resulting in group eviction, a tenant may give written notice of not less than 10 days to terminate the tenancy and is required to pay rent only up to the date the tenant vacates.</p> <p>Where the landlord does not demolish, change the use of the premises, or, make a repair or renovation as outlined in a, b, or c above, the landlord is required to charge the same rent as at the time of termination.</p>



	<p>Where a landlord converts the residential premises to a condominium unit and receives an acceptable offer to purchase the unit, the landlord is required to provide the tenant, who has resided in the residential premises for 5 consecutive years or more, the first right of refusal to purchase the unit at the price and subject to the terms and conditions in the offer to purchase received by the landlord. This does not apply when the offer to purchase is an offer to purchase more than one unit. The landlord is required to give the tenant at least 72 hours notice of the offer to purchase the unit before accepting the offer.</p>
Procedure Overview	
Forms & Form Letters	
X-Reference	
Policy Developed	September, 2000
Policy Revised	January, 2002 August, 2021
Other Resources	