



How a Tenant Can End Their Tenancy

Information in this brochure

The rental arrangement between a landlord and tenant is called a **tenancy**. The *Residential Tenancies Act* (Act) has rules on how a tenant can end their tenancy. This brochure provides some general information about these rules. It is not a complete summary of the law and it is not intended to provide legal advice. If you need more information about the law, please see **For More Information** at the end of this brochure.

There are special rules for ending a tenancy in a care home. These rules are **not** explained in this brochure. For information about the rules relating to care homes contact the Landlord and Tenant Board.

Topic	See Page
Tenancy Agreements	1
Tenant Wants to Move (General Rules) <ul style="list-style-type: none"> • Notice to End a Tenancy • Agreement to End a Tenancy 	2
Tenant Wants to Move Before the End of the Tenancy <ul style="list-style-type: none"> • Assigning the Tenancy • Applying to the Board to End the Tenancy 	5
For More Information	7

Tenancy Agreements

Tenancy agreements

When a landlord rents to a person, they enter into a **tenancy agreement** – a contract in which the tenant agrees to pay rent for the right to live in the rental unit. This agreement may be in writing or it may be an oral or implied arrangement. A written tenancy agreement is often called a **lease**.

Fixed term tenancy

If the landlord and tenant agree that the tenancy will last for a specific period of time, this is called a **fixed term tenancy**, because both the start and end date are set out in the tenancy agreement. Most leases are for a fixed term.

Renewing a lease

The end of a fixed term tenancy or lease does not mean that a tenant has to move out. A new lease can be made or the landlord and tenant can agree to renew the lease for another fixed term period.

If a new agreement is not reached, the tenant still has the right to stay:

- as a monthly tenant, if they paid their rent by the month in the expired lease, or
- as a weekly tenant, if they paid their rent by the week in the expired lease.

Where the tenant stays on as a monthly or weekly tenant, all the rules of the former lease will still apply to the landlord and tenant. But the landlord can increase the rent each year by the amount allowed under the Act.

Security of tenancy

Tenants have security of tenancy. This means that a tenant can continue to occupy the rental unit until:

- the tenant decides to leave and gives the landlord proper notice that they intend to move out,
- the landlord and tenant agree that the tenant will move out, or
- the landlord gives the tenant a notice to end the tenancy for a reason allowed by the Act.

If the landlord gives a tenant a notice to end the tenancy, the tenant does not have to move out. The landlord must apply to the Landlord and Tenant Board (the Board) for an order allowing the eviction of the tenant. The tenant has the right to go to a hearing and explain why their tenancy should not end.

Tenant Wants to Move (General Rules)

Notice to end a tenancy

When a tenant decides that they would like to move, they must either:

- give the landlord a written notice, or
- enter into an agreement to end the tenancy with the landlord (see next section for information about agreements).

The notice form that tenants must use to end their tenancy is called a **Tenant's Notice to Terminate the Tenancy (Form N9)**. This form is available from the Landlord and Tenant Board (Board).

Notice to end a tenancy
(continued)

The notice must tell the landlord the last day that the tenant plans to live in the unit – the **termination date**. This termination date must be the last day of the tenancy.

If the tenant:	then the tenant must give:	and the termination date must be:
pays rent on a daily or weekly basis,	at least 28 days notice,	the end of a weekly rental period. (This only applies if rent is paid on a weekly basis)
pays rent on a monthly basis,	at least 60 days notice,	the end of a monthly rental period. **
has a lease for a fixed term,	at least 60 days notice,	no earlier than the last day of the lease. **
** See Moving at the end of February or March for an exception to the 60 day notice rule.		

Example:

If the tenant,

- pays rent on the 1st of each month and they do not have a lease for a fixed term, and
- they give the landlord notice on June 20th, the earliest possible termination date the tenant could put in the notice is August 31st.

In this example, the tenant is giving more than 60 days notice because the termination date must be the last day of the monthly rental period.

Note: To count the correct number of days for the notice, you do not count the day the notice is given, but you do count the termination date. If the notice is mailed, you must add 5 days.

Moving at the end of February or March

Because February only has 28 days, there is a special rule for moving in February and March. The rule allows tenants to give less than 60 days notice in two cases:

- If the tenant is moving at the end of February, as long as they give the notice no later than January 1st.
- If the tenant is moving at the end of March, as long as they give the notice no later than February 1st.

Agreement to end a tenancy

A tenant and landlord can agree that the tenant will move out at any time. The parties can make an oral agreement to end the tenancy but it is best to have a written agreement. This way, if there is any confusion about what was agreed to, both parties have a written copy to refer to.

The Board has an **Agreement to Terminate a Tenancy (Form N11)** that may be used.

A tenant cannot be forced into agreeing to end a tenancy.

When an agreement is not valid

An agreement to end a tenancy or a tenant's notice to end a tenancy are not valid if the tenant was required to make the agreement or sign the notice in order to get the rental unit, except if:

- The rental unit is owned, operated or administered by or on behalf of a college or university, and the tenant is a student of the school, or
 - The rental unit is owned by a private landlord who has an agreement with a college or university to provide the rental unit to one of its students.
-

Tenant changes their mind

A tenant who made an agreement with their landlord to end their tenancy or gave the landlord a notice to end the tenancy may not be able to change their mind, unless the landlord agrees. If a tenant does not move out by the date they agreed to move, the landlord may apply to the Board to get an order to evict the tenant.

Important: This application can be made and an order evicting the tenant issued without the tenant knowing about it.

Moving without giving proper notice

If a tenant moves out of a rental unit without giving notice or without giving proper notice (for example, the tenant gives less than the required number of days), the tenancy ends on the earlier of:

- the date the unit is rented to another tenant or
- the earliest termination date that could have been put in a notice to end a tenancy, if the tenant had given **proper** notice.

The tenant will be responsible for rent up to this date.

Tenant Wants to Move Before the End of the Tenancy

Ending a tenancy agreement early

In most cases, if a tenant has a tenancy agreement or lease in which they agreed to rent the unit for a specific period of time, the tenant cannot break the agreement before it ends, unless:

- the landlord agrees,
- the landlord allows the tenant to assign the rental unit to someone else, or
- the Board issues an order ending the tenancy agreement early because the landlord has not met their obligations under the Act.

Assigning the tenancy

If a tenant wants to end their tenancy agreement early and the landlord is not willing to agree, the tenant can ask the landlord to let them transfer their tenancy (their right to occupy the rental unit) to another person. This is called an **assignment**.

A tenant must obtain the landlord's approval for an assignment. It is best to ask for this approval in writing.

If the landlord agrees...

If a landlord agrees to the idea of allowing the tenant to assign the rental unit to someone else, the tenant may find another person to rent the unit and ask the landlord to accept this person. The landlord has the right to refuse to let this person become a new tenant, but must have a good reason for doing so.

A landlord can charge the tenant for any of their reasonable costs in approving the assignment, such as the cost of doing a credit check on the person who may be renting the unit. The landlord cannot, however, charge the tenant more than the landlord's actual costs.

If the landlord refuses...

If the landlord will not let the tenant assign the rental unit, or does not reply within seven days of the tenant's request to assign, the tenant can end their tenancy by giving a **Tenant's Notice to Terminate the Tenancy (Form N9)** to the landlord. The tenant must give the landlord this notice no later than 30 days after the request was made.

Tenants who have a daily or weekly tenancy must give the landlord at least 28 days notice. In all other cases, tenants must give the landlord at least 30 days notice.

Assigning the tenancy
(continued)

Application to the Board

If a tenant disagrees with their landlord's refusal to approve the person that the tenant would like to assign their tenancy to, or with the costs they paid to the landlord, the tenant can apply to the Board to resolve the matter.

Important: There are different rules for assigning a mobile home or a land lease home which are not covered in this brochure. See the Board's brochure on **Mobile Home Parks and Land lease Communities** for information about these special rules. This brochure is available from the Board.

Tenants that cannot assign their tenancy

Although most tenants have the right to ask to assign their unit, there are a few exceptions. A tenant does not have the right to assign their rental unit if they live in:

- subsidized, public or non-profit housing,
- a superintendent's unit, or
- housing provided by an educational institution where the tenant works or is a student.

In these situations, a tenant cannot dispute their landlord's refusal to let them assign the rental unit.

Application to the Board to end the tenancy

A tenant can apply to the Board for an order ending the tenancy agreement early if the landlord has not met their obligations under the Act. For example, if the landlord:

- unreasonably withholds consent to assign or sublet the rental unit,
 - is not maintaining the rental property,
 - unlawfully enters the rental unit,
 - alters the locking system without giving the tenant replacement keys,
 - withholds or deliberately interferes with a vital service,
 - interferes with the tenant's reasonable enjoyment of the rental property,
- or
- harasses the tenant.

If the tenant applies, they would have to prove to the Board that ending the tenancy is a reasonable remedy.

For More Information

Contact the Landlord and Tenant Board

This brochure provides general information only. For more information, or to obtain copies of the Board's forms and publications, you can:

- visit the Board's website at www.LTB.gov.on.ca,
- call the Board at **416-645-8080** or toll-free at **1-888-332-3234**, or
- visit your local Landlord and Tenant Board office. A list of Board office locations can be found on our website, or you may call us at the numbers listed above.