



## Notice from Tenant / Agreement to Terminate Tenancy

Important information for every small-scale  
landlord renting in Ontario!

**Monday, Sept. 15 @ 6 pm**

Pre-registration required - visit  
<http://lshc-townhall9.eventbrite.ca>



Presented by Landlord's Self-Help Centre  
[www.landlordselfhelp.com](http://www.landlordselfhelp.com)

# Agreement to Terminate Tenancy / Notice by Tenant

At this Town Hall Meeting we will:

- Learn about security of tenancy;
- Discuss when and how a tenancy may be terminated by mutual agreement;
- Discuss when and how a tenant can give notice to terminate in accordance with the Residential Tenancies Act provisions;
- Discuss what a landlord can do if the tenant refuses to vacate after agreeing or giving notice to terminate;
- Learn about the Landlord and Tenant Board eviction process;
- Learn about the Sheriff's procedure.

# The Residential Tenancies Act



The *Residential Tenancies Act, 2006 (RTA)* is a provincial law that establishes the rules and framework that govern most residential rental agreements in Ontario.

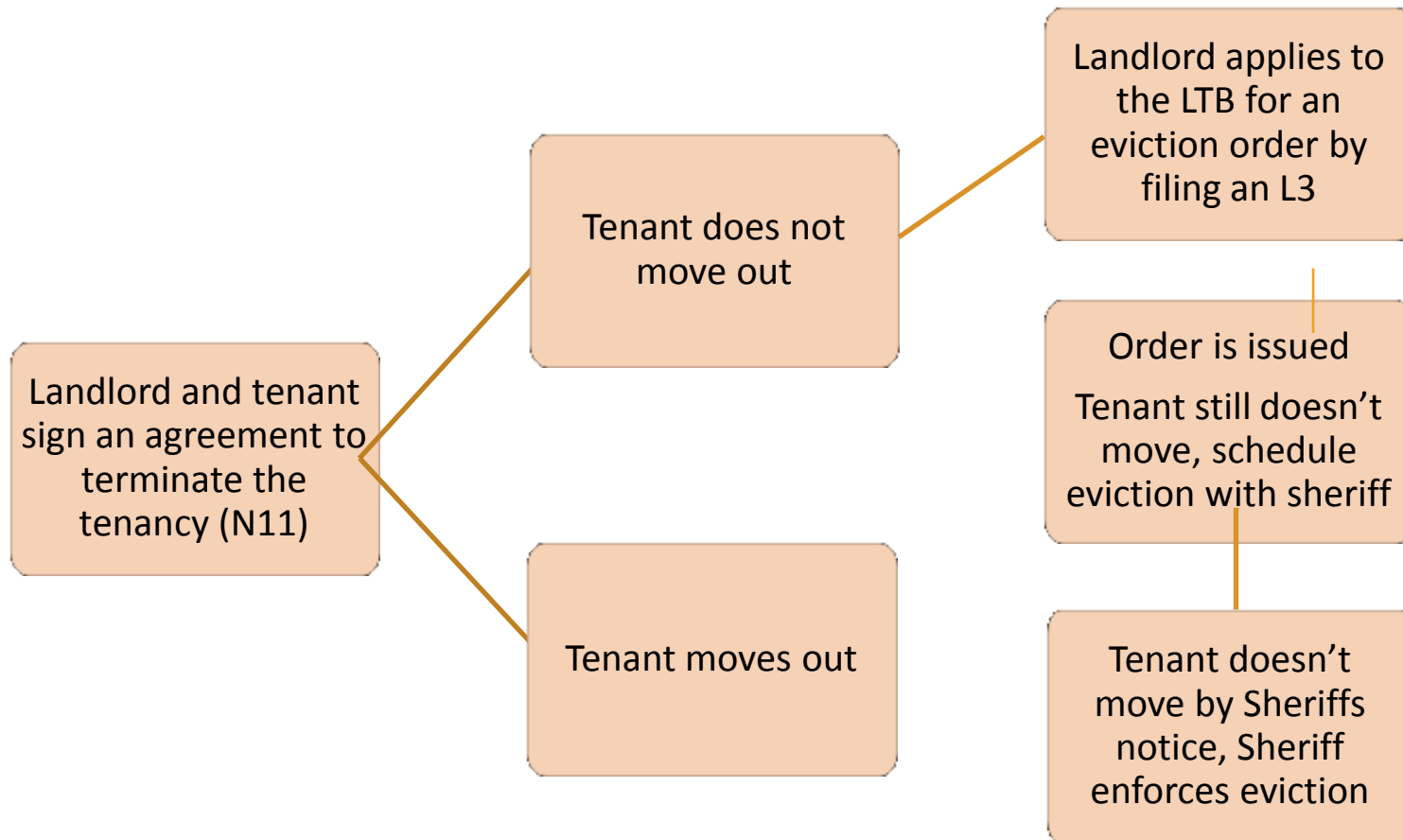
The Act gives tenants security of tenancy which means that a tenant can continue to occupy the rental unit until:

- The landlord gives notice to end the tenancy for a reason allowed by the Act;
- The tenant gives notice to terminate; or
- The landlord and the tenant agree to terminate the tenancy.

# Agreement to Terminate Tenancy



# Agreement to Terminate Tenancy



# Agreement to Terminate

- An agreement to terminate is a mutual decision between the landlord and the tenant to end the tenancy on a specific date.
- A tenant CANNOT be forced to sign an agreement to terminate their tenancy.
- A tenant cannot be required to sign an agreement to terminate at the start of a tenancy.



# Residential Tenancies Act

- S. 37(3) of the Residential Tenancies Act provides for landlords and tenants to mutually agree to end a tenancy; a notice of termination is not required if a landlord and tenant have agreed to terminate a tenancy.
- There does not have to be a reason or specific time requirement for the termination date.



# Should an Agreement to Terminate be in writing?

- An agreement to terminate should be in writing to avoid confusion about what was agreed upon.
- We recommend you **do not** rely on a verbal agreement to terminate.
- You may draft your own agreement to terminate or use the LTB form **Agreement to Terminate a Tenancy (Form N11)**.





# What does an agreement have to contain?

The Agreement to Terminate should contain the following:

- The date the tenancy will end
- Address of the tenant's rental unit
- The date the agreement is signed
- The signature of the landlord and the tenant

Note: In the case of multiple tenants in one unit, make sure all the tenants sign the agreement.



# Why must all the tenants residing in the unit sign the agreement?

- In circumstances where there are multiple tenants in one unit, the landlord must make sure that all the tenants will be moving out and that all of the tenants sign the agreement to terminate.
- An agreement to terminate is not enforceable unless all the tenants sign.



# When might an Agreement to Terminate be used?

- Breaking a Lease -The landlord and tenant can decide to terminate the tenancy before the fixed term of the tenancy agreement is up.
- *When there is a break down in the landlord and tenant relationship-* if the landlord and tenant are no longer civil with each other or there is a hostile atmosphere.
- There are some residential tenancy situations where the landlord and tenant have come to the conclusion that ending the tenancy may be the best option for both parties.

# When might an Agreement to Terminate be used?

Examples include:

- the landlord has sold the property and the purchaser requires vacant possession. The landlord can try approaching the tenant with an agreement to terminate.
- *To break the lease-* if a tenant has a fixed term lease for one year but after seven months their circumstances change unexpectedly.



# What happens to a lease when you agree to terminate?

- The lease ends on the date you agree to terminate.
- The landlord has agreed to terminate the lease and therefore cannot go after the tenant for loss of rent.
- The tenant is not obligated to pay rent beyond the termination date.



# When is an Agreement not valid?

An agreement to terminate the tenancy is not valid if the tenant was asked to sign the agreement at the time the tenancy was entered into or as a condition of the tenancy, unless

- the unit is owned, operated, or administered by a college or university, or by a private landlord that has an agreement with a college or university and the tenant is a student of the school.
- An agreement to terminate is not valid if the tenant can prove that he/she was coerced into signing the agreement.
- An agreement to terminate becomes void 30 days after the termination date.



# Benefits of an Agreement to End a Tenancy

- Entering into an agreement to terminate is the easiest and fastest way to end a tenancy.
- No specific time period is required; both parties can decide on a date that is most convenient to terminate the tenancy.
- Time and Money- there are no costs or time spent at the Landlord and Tenant Board if the tenant signs the N11 and moves out.

# What if the tenant changes their mind?

- There is the possibility that the tenant may agree at first to end the tenancy and then later change their mind; this is why a written agreement is essential
- A tenant that entered into an agreement to terminate the tenancy may not be able to change their mind unless the landlord agrees.
- If the tenant does not move out by the date agreed upon, the landlord may apply to the Landlord and Tenant Board to obtain an eviction order.

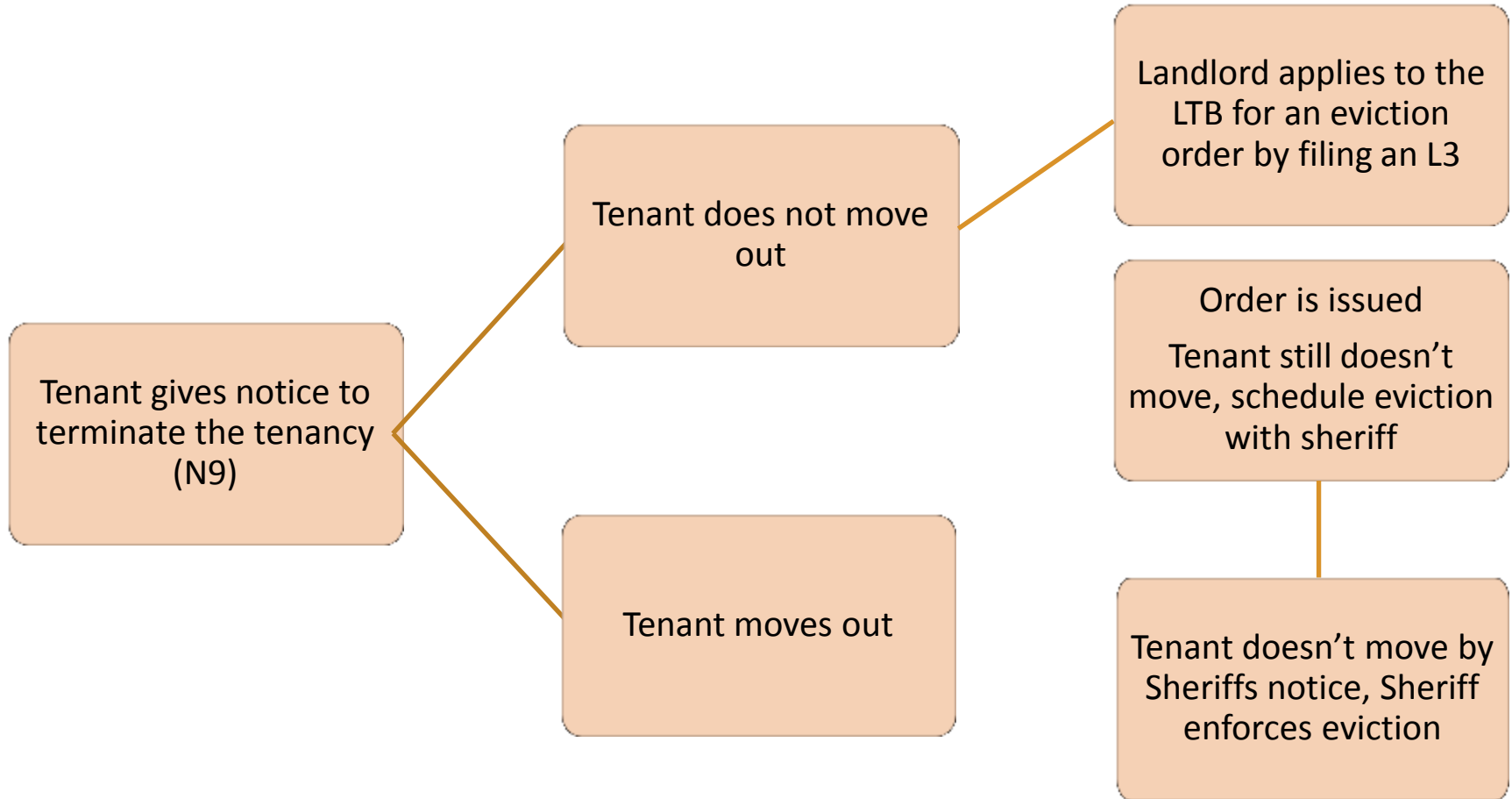




# Notice by Tenant



# Notice By Tenant



# Notice by Tenant to Terminate the Tenancy

A tenant must give the landlord written notice when he/she decides to vacate the rental unit.

The notice must be given in accordance with the provisions of the **Residential Tenancies Act**.



# Residential Tenancies Act

Section 47 of the **RTA** states that “ *A tenant may terminate a tenancy at the end of a period of a tenancy or at the end of the term of a tenancy for a fixed term by giving notice of termination to the landlord in accordance with section 44 of the RTA.*”



# How much notice does the tenant have to give?

Section 44 of the **RTA** outlines the following notice requirement when a tenant gives notice to terminate a tenancy:

- For a daily or weekly tenancy, the tenant must give the landlord at least 28 days notice, with the termination date being the last day of the rental period. **For example, if the tenant pays rent on the Monday of each and every week, the last day of the rental period is Sunday.**
- For a monthly tenancy, the tenant must give the landlord at least 60 days notice, with the termination date being the last day of the rental period. **For example , if the tenant pays rent on the first day of each and every month, the last day of the rental period is the last day of the month.**



# Notice Requirement

Continued.....

- For a fixed term, tenants must give 60 days notice prior to the end of their tenancy agreement, to be effective on the expiration date.

## **Example,**

**If a tenant signed a one year lease from September 1, 2013 to August 31, 2014 then August 31, 2014 ( the expiry date of the lease) is considered the last day of the rental term.**



# Does the Notice have to be in writing?

Subsection 43(1) states that where the **Act** permits a landlord or tenant to give a notice of termination, the notice shall be in a form approved by the Board and shall,

- Identify the rental unit for which the notice is given;
- State the date on which the tenancy is to terminate; and
- Be signed by the person giving the notice or the person's agent

Note: Email or text is not a valid way to give notice.



# Form N9-Tenant's Notice to Terminate the Tenancy

- When a tenant decides that they want to vacate the rental unit they must give the landlord written notice.
- The notice form that tenants must use to terminate their tenancy is called a *Tenant's Notice to Terminate the Tenancy* (form N9).
- N9 form is available at the Landlord and Tenant Board or on their website [www.ltb.gov.on.ca](http://www.ltb.gov.on.ca).





# When is a Notice by tenant void?

A notice by tenant is not valid if the tenant was asked to sign the notice at the time the tenancy was entered into or as a condition of the tenancy, unless

- the unit is owned, operated, or administered by a college or university, or by a private landlord that has an agreement with a college or university and the tenant is a student of the school.
- A notice by tenant to terminate is not valid if the tenant was coerced into signing the notice.
- A notice by tenant to terminate the tenancy becomes void and unenforceable 30 days after the termination date.

# What if the tenant does not provide proper notice?

If a tenant moves out of a rental unit without giving proper notice, 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.



# Proper Notice by Tenant

## Example:

A monthly tenant who pays the rent on the 1<sup>st</sup> of each month gives notice,

- On March 20<sup>th</sup> that they are vacating on April 30<sup>th</sup>
- The earliest termination date the tenant could put in the notice would be May 31<sup>st</sup>. (the termination has to be at least 60 days and the termination date must be the last day of the month)
- Therefore if the landlord does not rent the unit by May 31<sup>st</sup> the tenant would be responsible until then.

# What if the tenant changes their mind?

- If a tenant no longer wants to terminate the tenancy after they have given the landlord a notice to terminate or signed an agreement to terminate, the landlord is not obligated to allow the tenant to stay.
- If the tenant does not move out by the date they agreed to move, the landlord may apply to the Board to obtain an order to evict the tenant.



# Landlord and Tenant Board



# When can the landlord apply to the Board?

- The landlord can apply as soon as the tenant gives the notice of termination or agrees to terminate the tenancy if the landlord is uncertain of the tenants intention to honour the agreement to terminate. Although, the Board will not order the tenancy terminated before the termination date set out in the notice or agreement.
- The landlord must file the application with the Board no later than 30 days after the termination date set out in the notice or agreement.

# Application for an Eviction Order

To apply for an eviction order the landlord must file with the Landlord and Tenant Board the following documents:

- Form L3-Application to terminate a Tenancy –Tenant Gave Notice or Agreed to Terminate.
- A copy of the tenant's notice to terminate the tenancy (N9) or the Agreement to Terminate a Tenancy (N11).
- An affidavit confirming the contents of the notice or agreement to terminate the tenancy.

The cost of the application is \$170.

# Contents of the Affidavit

The **affidavit** should include the following information:

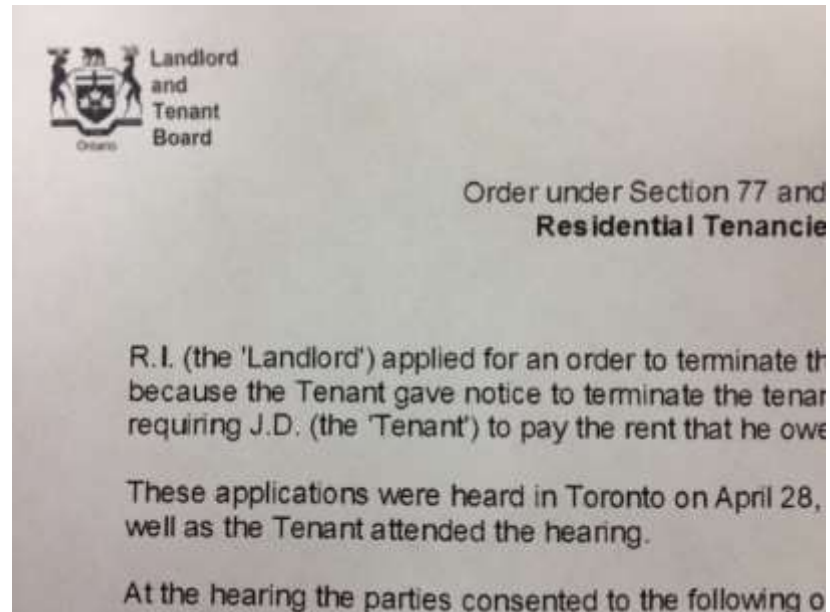
- The date the tenancy agreement was entered into;
- The date the notice or agreement was signed;
- The termination date set out in the notice or agreement;
- The name of the person who signed the notice or agreement;
- That the notice was not entered into or the agreement signed at the time the tenancy agreement was entered into; and
- Confirm that no other agreement was entered into after the original agreement.

Note: The affidavit must be sworn or affirmed before a Notary Public or a Commissioner of Oaths. The Board has staff in many of its offices who can commission your affidavit.



# Board Order

- Usually the Board will issue an order without holding a hearing unless the Board member requires clarification on a certain matter.
- The Board member will issue an order terminating the tenancy and evicting the tenant.
- The Board will mail the landlord and the tenant a copy of the Order.



# Motion to Set Aside the Order

- The tenant has ten days after the order is issued to file a Motion to Set Aside the order, if they do not agree with the order.
- If a Motion to set aside the order is filed by the tenant, the order will be stayed and the Board will schedule a hearing.
- The Board will hear the issues that were in the application and issue a new order.

# What happens if the tenant fails to vacate per the order?

- If the tenant does not comply with the eviction order issued by the Landlord and Tenant Board, then the landlord can go to the Sheriff's office to schedule an eviction.
- The Sheriff will send a *Notice to Vacate* to the tenant that will instruct them to leave the rental unit on or before a certain date.

# The Sheriff

- If the tenant still remains after the Sheriff's notice to vacate, then the landlord must contact the Sheriff and schedule an eviction.
- The landlord will be informed of the date and time the Sheriff will attend the rental property to enforce the eviction order.
- The landlord will be required to pay a fee of \$315.00 (subject to change) when the landlord initially attends the Enforcement Office and a .58 cent per kilometer charge will be added for the distance the Sheriff must travel from the courthouse to the eviction address.



# Agreement to Terminate Tenancy / Notice from Tenant

At this Town Hall Meeting we have:

- ✓ Learned what is security of tenancy;
- ✓ Discussed when and how a tenancy may be terminated by mutual agreement;
- ✓ Discussed when and how a tenant can give notice to terminate in accordance with the RTA provisions;
- ✓ Discussed what a landlord can do if the tenant refuses to vacate after agreeing or giving notice to terminate;
- ✓ Learned about the Landlord and Tenant Board's eviction process;
- ✓ Learned about the Sheriff's procedure.

# Resources

## Landlord's Self-Help Centre

### Frequently Asked Questions

- Agreement to Terminate
  - [http://www.landlordselfhelp.com/education/forum\\_q\\_a.asp?sub\\_id=94&sub\\_catid=1&sub](http://www.landlordselfhelp.com/education/forum_q_a.asp?sub_id=94&sub_catid=1&sub)
  - Notice from Tenant
- [http://www.landlordselfhelp.com/education/forum\\_q\\_a.asp?sub\\_id=79&sub\\_catid=1&sub](http://www.landlordselfhelp.com/education/forum_q_a.asp?sub_id=79&sub_catid=1&sub)



# Resources

## Landlord and Tenant Board

- Brochure-How a Landlord can end a Tenancy  
[http://www.ltb.gov.on.ca/en/Key\\_Information/170036.html](http://www.ltb.gov.on.ca/en/Key_Information/170036.html)
- Information- How a Tenant can End a Tenancy  
[http://www.ltb.gov.on.ca/en/Key\\_Information/STEL02\\_111862.html](http://www.ltb.gov.on.ca/en/Key_Information/STEL02_111862.html)
- Agreement to Terminate a Tenancy (form N11)  
[http://www.ltb.gov.on.ca/stdprodconsume/groups/csc/\\_ltb/forms/documents/form/stel02\\_111574.pdf](http://www.ltb.gov.on.ca/stdprodconsume/groups/csc/_ltb/forms/documents/form/stel02_111574.pdf)
- Tenant's Notice to Terminate the Tenancy (Form N9)  
[http://www.ltb.gov.on.ca/stdprodconsume/groups/csc/\\_ltb/forms/documents/form/stel02\\_111572.pdf](http://www.ltb.gov.on.ca/stdprodconsume/groups/csc/_ltb/forms/documents/form/stel02_111572.pdf)

## e-laws

Search Residential Tenancies Act, 2006

[www.e-laws.on.ca](http://www.e-laws.on.ca)





# Landlord's Self-Help Centre



## Next Town Hall Meeting:

Monday, November 10, 2014 at 6:00 pm

# Entering the Rental Unit