



# When a Tenancy Ends

## Ending the Tenancy

A tenancy ends when:

- the tenancy agreement is a fixed-term tenancy that specifies the tenant will move out at the end of the term;
- the tenant or landlord gives notice to end a periodic tenancy in accordance with the *Residential Landlord and Tenant Act*;
- when circumstances beyond the landlord's or tenant's control make it impossible for the tenancy agreement to continue (contract has been frustrated);
- the tenant abandons the rental unit;
- the landlord is granted such an order by the Residential Tenancies Office; or
- the tenant and landlord mutually agree in writing to end the tenancy.

The written agreement can be part of a fixed-term tenancy agreement, specifying the tenant will move out of the rental unit at the end of the fixed term.

## Move-out Time

The tenant must move out by 1:00 p.m. on the last day of the tenancy. This means the rental unit must be cleaned and all keys given to the landlord no later than 1:00 p.m. on the last day.

A tenant who has not moved by 1:00 p.m. on the last day of the tenancy could be responsible for any costs incurred by the landlord. These costs could include fees the landlord paid to accommodate the incoming tenant and store their belongings until they were able to move in or compensation for loss of rental income.

**Reminder:** A condition inspection report must be carried out at the end of a tenancy. (Refer to *Condition Inspection Report* information sheet.)

## Fixed-Term Tenancy Agreement

Unlike a periodic tenancy, a tenant can move out at the end of a fixed-term agreement without giving notice. If however, the tenant is not required to vacate the rental unit at the end of the fixed-term tenancy and the landlord and tenant have not entered into a new tenancy agreement, the landlord and tenant are deemed to have renewed the tenancy agreement as a month-to-month tenancy on the same terms.

The tenant must have the landlord's written consent to end a fixed-term tenancy on a date other than the agreed date. A tenant who ends a fixed-term tenancy early without the landlord's agreement may be held accountable for loss incurred by the landlord, such as lost rent. Keeping in mind that both the landlord and tenant have a general duty to mitigate or minimize their respective losses, generally the parties should

work together to come up with a suitable solution. In practice, this means that both parties should make reasonable attempts to find suitable replacement tenants.

The tenant could also ask the landlord for permission to sublet or assign the agreement. The landlord cannot unreasonably withhold approval. [Please see section on *Sublet and Assignment* for important issues and risks with these arrangements.]

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### For More Information:

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