

# Notice to end tenancy

Both tenants and landlords can give notice to end a tenancy.

There are strict rules on what kind of notice you must give, when you need to give it, and how you provide notice to the other party. These rules depend on:

- whether you are the landlord or tenant;
- the type of tenancy you have (fixed-term or periodic); and
- the reasons for ending the tenancy.

## Fixed-term vs. periodic tenancy

To understand what kind of notice you can give, you first need to know what kind of tenancy you have.

There are two main categories of tenancies under the *Residential Landlord and Tenant Act (RLTA)* – **fixed-term** and **periodic**. A tenancy agreement must clearly state whether the tenancy is fixed-term or periodic.

### Fixed-term tenancy

A fixed-term tenancy has a specific start and end date. **Both** dates **must be** clearly stated on the fixed-term tenancy agreement. The agreement also identifies whether the tenancy may continue after the end date or whether the tenant must vacate the rental unit on the end date.

With fixed-term tenancies, the law **does not** require either party to give notice to end the tenancy on the end date identified in the agreement. The tenancy simply ends on the stated end date.

Landlords who want to end a fixed-term tenancy **with cause** must use the Residential Tenancies Office's **14-day notice to end tenancy form**. Tenants may use this form. The person giving the notice must state on the form the reason for ending the tenancy. This form is available at the RTO in Whitehorse or online at yukon.ca.

**If a tenant or landlord wants to end a fixed-term tenancy before end date, there must be cause (a legally acceptable reason to do so) or both the landlord and tenant must agree to a new end date in writing.**

### Periodic tenancy

A periodic tenancy agreement does not state a specific end date for the tenancy. Instead, it clearly identifies whether the tenancy is on a weekly, monthly, yearly or other periodic basis.

Periodic tenancies (typically a month or a year) repeat and continue indefinitely until either the landlord or the tenant gives the appropriate written notice to end the tenancy. If neither party gives the appropriate notice, the tenancy does not end.

**Tenants and landlords can end a periodic tenancy if there is cause (a legally acceptable reason to do so) or they mutually agree in writing to end the tenancy.**

**Tenants may also end a tenancy by giving the appropriate amount of notice (without cause).**

**Landlords may end a periodic tenancy on 3 months' notice if they or their immediate family member will occupy the rental unit.**

**Landlords** who want to end a periodic tenancy **with cause** must use the RTO's **14-day notice to end tenancy form**. Tenants may also use this form. The person giving the notice must state on the form the reason for ending the tenancy.

**Tenants** who want to end a periodic tenancy **without cause** must give the required notice time identified below and may use the appropriate form provided by the RTO.

Tenancy period	Notice required	Form
Monthly	One full rental month	One-month notice to end tenancy
Weekly	One full rental week	Modify the one-month notice form
Yearly	Three full rental months	Three-month notice to end tenancy
Other	One full rental month	One-month notice to end tenancy

**Landlords** who want to end a periodic tenancy in order to occupy, or have their immediate family occupy, the rental unit must use the appropriate form and give the required notice time identified below.

Tenancy period	Notice required	Form
Monthly	Two full rental months	Two-month notice to end tenancy
Weekly	One full rental week	Modify the two-month notice form
Yearly	Three full rental months	Three-month notice to end tenancy
Other	One full rental month	One-month notice to end tenancy

See section 16.3 for more information on how to calculate timelines to end periodic tenancies without cause.

Landlords can no longer end a tenancy without cause. Landlords may only rely on sections 47 and 49 (commonly referred to as the "no cause" provisions) if they or their immediate family will occupy the rental unit.

### Acceptable reasons to end a tenancy with cause

You can give notice to end a tenancy with cause for fixed-term or periodic tenancies. However, if you intend to end a tenancy with cause, you must state on the notice a legally acceptable reason for ending the tenancy.

### For tenants

A tenant can give a landlord a **14-day notice to end the tenancy with cause** if the landlord breaches a significant term of a tenancy agreement, such as failing to make necessary repairs to the rental unit or failing to provide services and facilities agreed to in the tenancy agreement.

Before ending the tenancy, the tenant must notify the landlord of the issue, preferably in writing, and give the landlord a reasonable period of time to correct it.

### For landlords

A landlord can give a tenant a **14-day notice to end the tenancy with cause** for one or more of the following reasons.

- The tenant does not pay the security deposit within 30 days of the date stated in the tenancy agreement.

- The tenant has not repaired damage as required within a reasonable time.
- The tenant has repeatedly paid the rent late.
- There are more than the maximum number of occupants permitted living in the rental unit.
- The tenant has breached the tenancy agreement and has not corrected the breach in a reasonable time after receiving a demand letter to do so.
- The tenant or the person permitted by the tenant (guest or other occupant allowed in the rental property by the tenant) has seriously affected another occupant, the landlord or an adjacent neighbour with significant interference or unreasonable disturbance.
- The tenant knowingly gives false information to a prospective tenant or buyer.
- The tenant or a person permitted by the tenant seriously jeopardizes the health or safety of the landlord, another occupant or a neighbour.
- The tenant or a person permitted by the tenant puts the landlord's property at significant risk.
- The tenant or person permitted by the tenant has engaged in illegal activity that has caused or is likely to cause damage to the landlord's property.
- The tenant or a person permitted by the tenant has negatively affected or is likely to affect the quiet enjoyment, security, safety or physical well-being of another tenant, occupant, landlord or adjacent neighbour.
- The tenant or a person permitted by the tenant has jeopardized or is likely to jeopardize a right or interest of another tenant, occupant, landlord or adjacent neighbour.
- The tenant has not complied with an order of the RTO within 30 days of receipt or the date specified in the order, whichever is later.

- The tenant or a person permitted by the tenant has caused extraordinary damage to the property.

Before ending any type of tenancy with cause, the landlord must notify the tenant of the issue, preferably in writing, and give the tenant a reasonable period of time to correct the situation.

**If a tenant fails to pay rent on a single occasion, a landlord may give a 14-day notice to end the tenancy. However, if the tenant pays all the outstanding rent within five days of receiving the notice, the notice becomes void and the tenancy continues.**

### How to calculate notice timelines for ending a periodic tenancy

**Landlords and tenants must legally give the appropriate amount of notice – depending on the tenancy period in place. Notice is based on full rental months. Rental months do not necessarily follow calendar months. Instead, a rental month begins running the day before rent is due.**

#### Monthly tenancies – for tenants

A tenant must give a landlord one full rental month of notice to end a monthly tenancy.

**Example:** If rent is due July 1, a tenant would have to give one-month notice on or before June 30 and the month of July would represent the full rental month notice period. The tenancy would then end on July 31.

### Monthly tenancies – for landlords

A landlord must give a tenant two full rental months of notice to end a monthly tenancy.

**Example:** If rent is due on July 1, a landlord would have to serve the two-month notice on or before June 30. The months of July and August would then represent the two full rental months of notice and the tenancy would end on August 31.

### Year-to-year tenancy

In the case of a yearly tenancy, the tenant must give three full rental months of notice.

**Example:** If rent is due on July 1, the tenant would have to serve the three-month notice on or before June 30. The months of July, August and September would then represent the three full rental months of notice and the tenancy would end on September 30.

## Exceptions and additional notice timeline requirements

### Mobile home site, change in use

If a landlord intends to convert all or a significant part of a mobile home park to a non-residential use or a residential use other than a mobile home park and gives notice for that reason, the law requires a full 18 rental months of notice to end that tenancy.

### Condominium conversion

If a landlord gives notice to end a tenancy for a rental unit which is being sold as a condominium unit or part of a condominium unit, the required notice is a full six rental months.

### Tenant ceases to qualify for subsidized housing

A landlord may serve a one-month notice (as opposed to the usual two months) to end the tenancy if the tenant ceases to qualify for a subsidized rental unit.

## Written requirements for notices

The RTO provides notice forms to landlords and tenants. When a landlord gives notice, he or she must always use the appropriate RTO form. These are available online at [yukon.ca](http://yukon.ca) and at the RTO in Whitehorse. Tenants can choose, but are not required, to use RTO forms.

All notices to end tenancies must meet the following written requirements.

- The notice must be in writing.
- The notice must be signed and dated by the party giving notice.
- The notice must state the address of the rental unit.
- The notice must state the date when the tenancy ends (i.e. the move-out date).

In addition, if a notice is given “with cause,” the party giving notice must state the reason in the notice.

## How to serve a notice to end tenancy

### For tenants

Whether the tenant ends the tenancy with or without cause, the tenant must ensure the landlord receives **written** notice in one of the ways listed below. This is called “serving” the notice.

- The tenant can provide written notice in person to the landlord or someone who acts as an agent for the landlord. The notice is considered served that day.
- The tenant can provide written notice by registered or regular mail. The notice is considered delivered (served) five full days after the tenant mailed it.
- The tenant can provide written notice as ordered by the RTO. This way of substituted service is typically used in cases where it is not possible to serve the landlord in-person or through the mail.

The tenant should always keep a record of how the notice was served, including how, where and when it was delivered.

**If a tenant chooses to only leave a copy of the written notice with the landlord, they must hand-deliver it to the landlord or the landlord’s agent. The tenant cannot send an email, leave the notice in a mailbox, or slip the notice under the landlord’s door. If the tenant chooses to mail the notice, the RTO strongly recommends the tenant send it by registered mail. Registered mail provides the tenant with a receipt to prove the date on which they mailed the notice.**

### For landlords

The landlord must ensure the tenant receives **written** notice in one of the ways listed below.

**If a landlord chooses to only leave a copy of the written notice with the tenant, they must hand-deliver it. The landlord cannot only send an email, leave the notice in a mailbox, or slip the notice under the tenant’s door. If the landlord chooses to mail the notice, the landlord must send it by registered mail. Registered mail provides the landlord with a receipt to prove the date they mailed the notice.**

- The landlord can hand-deliver a copy of the written notice to the tenant. In this case, the notice is considered served the same day.
- The landlord can 1) attach a copy to the front door or other noticeable place of the tenant’s rental unit **and** 2) send a copy by mail (regular or registered mail) to the address. In this case, the notice is considered delivered (served) five full days after the mailing date.
- The landlord can send a copy of the notice by registered mail to the address of the rental unit or to a forwarding address provided by the tenant. The notice is considered served five full days after the mailing date.

- The landlord can provide written notice as ordered by the RTO. This way of substituted service is typically used in cases where it is not possible to serve the tenant using the regular required means.

The landlord should always keep a record of how they served notice, including how, where and when it was delivered.

## 16.7 Disputing a notice to end tenancy

If there is a valid reason, a landlord or tenant can dispute the notice to end tenancy by applying to the RTO for dispute resolution.

A **tenant or a landlord** can apply to dispute a 14-day notice to end a tenancy within five days of receiving the original notice.

**Tenants** can apply to dispute a two- or three-month notice to end a tenancy for the landlord for their immediate family's occupation of the rental unit". In these cases, the tenant must apply for dispute resolution within 10 days of receiving the notice to end a tenancy. These timelines are based on **calendar days** and **include weekends** and **holidays**.

Landlords can only dispute a tenant's notice to end tenancy without cause if the tenant failed to provide proper notice.

If neither party applies for dispute resolution, both parties are considered to have accepted that the tenancy ends on the date set out in the notice. The tenant must then vacate the unit on the stated date. Writing a letter or talking to the person who gave you the notice to terminate the tenancy is not enough to cancel it and will not extend the deadline to apply for dispute resolution.