

RESIDENTIAL TENANCIES ACT

TERMINATION NOTICES

**Sections 17 - 25
Notices of Termination**

A notice of termination is a written document that one party uses to inform the other that they must or are about to vacate the premises. The landlord and tenant cannot agree to give verbal notice. It must be signed by the person giving the notice, identify the premises, and state the date the tenancy terminates.

**TERMINATION WITHOUT REASON
Sections 17(2) and 17(3)**

Except where the parties have agreed in writing for a longer period of notice, the notice shall be as follows:

- (a) When the residential premises are a site for a mobile home, by the landlord not less than 6 months before the end of the rental period, and by the tenant not less than one month.
- (b) If the premises are rented for a fixed term, by the landlord not less than three months before the end of the fixed term, and by the tenant not less than two months before the end of the fixed term.
- (c) If the premises are rented from month to month, by the landlord not less than 3 months, and by the tenant not less than 1 month before the end of the rental period.
- (d) If the premises are rented from week to week, by the landlord not less than 4 weeks and by the tenant not less than 1 week before the end of the rental period

**TERMINATION IN EXCEPTIONAL CIRCUMSTANCES:
Sections 17(5) - 17(9)**

Where a notice period required is more than one month, a tenant, and other tenants in the same residential premises may terminate the tenancy by giving one month's notice to the landlord accompanied by evidence when, in the event of :

17(5) Ill health, the tenant's income is reduced

17(6) Ill health of a person who has been providing financial assistance towards the payment of a tenant's rent;

17(7) Ill health of a family member, when the tenant is required to take up residence with that family member;

17(8) A tenant's being admitted into a nursing home or similar facility as a permanent resident;

17(9) A tenant's death.

TERMINATION FOR ARREARS OF RENT

Section 18 (1)

Where a fixed term or a monthly tenancy exists and the rent is in arrears for a full 15 days, the landlord may give the tenant Notice of Termination effective not less than 10 days after the notice is served.

A tenant is not in arrears until after the day rent is due. For example, if rent is due on the first of the month and the tenant does not pay on that day, he falls into rental arrears on the 2nd. A landlord can then give a Notice of Termination after the tenant has been in arrears a full 15 days. In this case, a notice can be given on the 17th of the month. The earliest effective termination date in such a notice must be a full 10 days after the notice is given. If a notice under this section is served on the 17th of the month, the tenant cannot be required to vacate prior to the 28th.

Where a weekly tenancy exists and rent is in arrears for 3 days, the landlord may give the tenant Notice of Termination effective not less than 3 days after the notice is served. For example, if rent is due on Monday and the tenant does not pay, the landlord can issue a Notice of Termination on Friday requiring the tenant to vacate the following Tuesday after the notice was issued.

NOTE: If the rental arrears (plus a late fee if applied) are paid in full before the date specified in the termination notice, the Notice of Termination is void. However, the notice will not be void in the case where notice for rental arrears is given to the tenant more than twice within a 12 month period.

RENT: means money or other value paid, or by a rental agreement required to be paid, by a tenant to a landlord before or during the occupancy of the residential premises for the use or occupation of the premises and includes:

- (i) an amount payable for the use of furniture in the premises,
- (ii) an amount payable for the cost of utilities; and
- (iii) a late payment fee as set by the minister

TERMINATION FOR MATERIAL BREACH

Section 19

A material breach is any failure to perform the obligations set out in the the rental agreement and includes an activity or thing that affects the value or integrity of the premises or adjoining premises. An example of material breach may be smoking or having a pet when the rental agreement (written or verbal) specifically addressed no smoking or pets. If a rental agreement provided for a service, such as cable TV or laundry facilities and the service was discontinued, this could also be considered a material breach.

Where a landlord or a tenant commits a material breach, the party who commits the material breach may be given written notice of the breach along with a request to remedy it within a reasonable time.

If the party fails to remedy the breach, the other party may give notice of termination as follows:

Where the premises are rented monthly or for a fixed term or are a site for a mobile home, by giving a Notice of Termination not less than one month before the end of the rental period. Note: the effective termination date of such a notice must be the last day of the rental period. So, if rent is due on the 1st of the month, the effective termination date must be the last day of the month and the notice must be served 1 full month prior to that date.

Where the premises are rented weekly, by giving a Notice of Termination not less than one week before the end of the rental period.

TERMINATION FOR PREMISES UNINHABITABLE

Section 20

Where a landlord fails to keep the premises fit for habitation, or where the tenant makes a premises unfit for habitation, a landlord or tenant may give Notice of Termination effective immediately.

Example: Disconnection of utilities such as heat or water.

DAMAGE TO THE PREMISES

Section 21(2)

If a tenant causes damage to the rented premises, or fails to keep the premises clean, the landlord may give a written notice requesting the tenant to repair the said damage or to clean the premises within 3 days after the notice is issued, or a longer period given the circumstances. For example, if you issue such a notice to your tenant on the 8th, you could require that the repairs be carried out within the 3 days after the notice is issued, with a deadline of the end of the day on the 11th. If the tenant fails to comply the landlord may give to the tenant a Notice of Termination to take effect not less than 5 full days following the date on which the notice was given. Note: when counting these 5 days, you do not count the day the notice is given or the day the tenant is required to vacate. For example, if a Notice under this section is given on the 12th of the month, the earliest you could require your tenant to vacate would be the 18th of that month.

TERMINATION FOR INTERFERENCE WITH PEACEFUL ENJOYMENT

Sections 22

If the landlord interferes with the peaceful enjoyment of the tenant, the tenant may give a written Notice of Termination to the landlord to take effect not less than 5 days, but not more than 14 days following the date on which the notice was given. Note: there have to be a full 5 days between the date the notice is given and the earliest effective termination date, and the latest effective termination date must be no later than the 14th day after the day the notice is issued. For example, if the Notice of Termination is given on the 1st of the month, the effective termination date must be a date between the 7th and the 16th of the month.

Section 23

If the tenant interferes with the rights of the landlord or other tenants in the residential complex, the landlord may give a written Notice of Termination to the tenant to take effect not less than 5 days following the date on which the notice was given. Note: there have to be a full 5 days between the date the notice is given and the earliest effective termination date. For example, if the Notice of Termination is given on the 1st of the month, the effective termination date can be no earlier than the 7th of the month.

Example: Loud parties during late night/early morning times, threats, harassment etc.

GROUP EVICTION

Section 24

When a landlord serves a Notice of Termination or refuses to renew rental agreements to not less than ½ the tenants in a residential complex, this results in group eviction. If a tenant is served with a Notice of Termination under group eviction, the tenant may give a written Notice of Termination to the landlord with an effective termination date which is not less than a full 10 days after the notice has been issued and will be required to pay rent only up to the date the tenant vacates.

TERMINATION FOR INVALID PURPOSE

Section 25

A landlord shall not serve a Notice of Termination in retaliation of the tenant filing a complaint or an application to ensure the tenant's rights. A tenant who feels that this is the case may apply to the director to determine if the notice is valid. An application under this section must be made no later than one month after being served with the termination notice.

DELIVERY OF NOTICE

Section 30

Notice is served or given according to the procedure as set out in the Act. A tenant or a landlord may be served with a Notice by:

- giving it personally to the landlord or tenant
- giving it to a person 16 years or older who lives with the landlord or tenant
- posting it in a conspicuous place on the premises of the landlord or tenant
- placing it in the mailbox or under a door of the landlord or tenant
- sending it registered mail, express post, courier or a method authorized by the director.

Where either the landlord or tenant is a company, the notice may be given personally to a company director, manager or officer as follows:

- by leaving it with someone at the company office
- by sending it to the company by registered mail.

Revised May 2015. This information has been summarized and therefore, is not necessarily quoted directly from the Residential Tenancies Act. Please see Act for further clarification and detail.

For further information visit our web site <http://www.servicenl.gov.nl.ca/landlord/index.html>

or phone St. John's 709-729-2610, 2608 or 5829; OR phone our toll free number 1-877-829-2608

Gander 709-256-1019; Corner Brook 709-637-2445