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## Brochure: How a Tenant Can End Their Tenancy

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### Information in this Brochure

The rental contract or agreement between a landlord and tenant is called a **tenancy**. The Residential Tenancies Act (RTA) has rules on how a tenant can end their tenancy. This brochure provides information about these rules. It is not a complete summary of the law and it is not legal advice. If you need more information, [contact the Landlord and Tenant Board \(LTB\)](#) using the numbers at the end of this brochure.

There are different rules for ending a tenancy in a care home. These rules are not explained in this brochure. For information about these rules, read the [Rules for Care Homes](#) brochure or contact the LTB.

This brochure does not talk about how your landlord can end your tenancy. For more information on that topic, see the brochure: [How a Landlord Can End a Tenancy](#).

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### About 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. For most tenancy agreements that were first entered into on or after April 30, 2018, the tenancy agreement must be in writing, signed by the landlord and the tenant and the landlord must use the [standard lease form](#).

### Types of tenancies

There are two types of tenancies: fixed-term and non-fixed-term.

In a **non-fixed-term tenancy**, the landlord and tenant have not agreed on an end date. If the rent is paid every month, this is often called a "month-to-month" or monthly tenancy. If the rent is paid every week, it is often called as a weekly tenancy. If the rent is paid every day it is often known as a daily tenancy.

In a non-fixed-term tenancy, the agreement continues until:

- the landlord and tenant agree to end it
- the tenant gives a notice to end it, or
- the LTB issues an eviction order

In a **fixed-term tenancy**, the landlord and tenant agree that the tenancy will last for a specific period of time and the agreement includes the start and end date. This means that the landlord's and the tenant's rights and obligations are fixed for the term of the tenancy. For example, in the case of a one-year fixed term tenancy, the landlord has to provide a rental unit for the full year and the tenant has to pay rent for the full year.

## What happens when a fixed-term tenancy ends

Three possible things can happen when your fixed-term agreement ends:

1. You can do nothing and your fixed term tenancy agreement will automatically convert to a monthly, weekly, or daily tenancy. You don't have to move out.

If you paid your rent by the month in the expired tenancy agreement, you have a monthly tenancy. If you paid your rent by the week in the expired tenancy agreement you have a weekly tenancy. If you paid your rent by the day in the expired tenancy agreement you have a daily tenancy.

When you stay on as a monthly, weekly or daily tenant, all of the other terms of the former lease still apply.

Remember that the landlord can increase the rent each year by the annual rent increase guideline as long as they give you proper notice of the increase. For more information, see the brochure, [2018 Rent Increase Guideline](#).

2. You can give proper notice to your landlord to end the tenancy and move out (See: [Giving notice and termination dates](#), below).
3. You and your landlord can agree to a new fixed term tenancy agreement (1 year, for example).

## When the Tenant Wants to Move: General Rules

### Giving notice to end a tenancy

If you want to end your tenancy and move out, you must either:

- give the landlord a written notice, or
- make an agreement with the landlord to end the tenancy

To give notice, you must use the [Tenant's Notice to Terminate the Tenancy \(Form N9\)](#). This form is available in the Forms section at [sjto.ca/ltb](http://sjto.ca/ltb) or from any LTB office.

### Giving notice and termination dates

The notice must tell the landlord the last day you plan to live in the unit, which is called the **termination date**. You need to give notice even if you are planning to leave on the end date in your agreement. If you don't, the tenancy continues.

**Fixed-term:** If you have a fixed-term tenancy, like a one year lease, then you must give notice at least 60 days before the end of the lease. The termination date cannot be before the last day of the fixed term. If you don't give notice, the tenancy continues.

Example 1: You pay rent on the 1st of each month. The last day of your lease is August 31. You give the landlord notice on June 20. The earliest possible termination date you could put in the notice is August 31.

- In this example, sixty days' notice is August 13, but the termination day must be the last day of the monthly rental period, so you would need to use August 31.

Example 2: You pay rent on the 1st of each month. The last day of your lease is August 31. You give notice on July 31. The earliest possible termination date you could put in the notice is September 30.

**Monthly, no fixed term:** If you pay rent monthly and you are not in a fixed term tenancy, then you must give at least 60 days' notice and the termination date has to be the last day of a rental month.

Example: You have a month-to-month tenancy and pay rent on the first day of each month. You give the landlord notice on August 15. The earliest possible termination date you could put in the notice is October 31.

**Weekly, no fixed term:** If you pay rent daily or weekly, and you are not in a fixed term tenancy, then you must give at least 28 days' notice and the termination date has to be the last day of a rental week.

## Calculating the number of days

To count the correct number of days for the notice:

- Do not count the day that you mail or deliver the notice to the landlord
- Count the termination date.

If you mail the notice to the landlord instead of delivering it by hand you must give an extra 5 days – 65 days instead of 60 or 33 days instead of 28.

## 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 you are moving at the end of February, as long as you give the notice no later than January 1.
- If you are moving at the end of March, as long as you give the notice no later than February 1.

Your termination date must still be the last day of your lease or the last day of your monthly or weekly rental period, depending on the type of agreement you have.

## Moving without giving proper notice

If you move out of a rental unit without giving notice or without giving proper notice (for example, you give fewer than the required number of days) you may be responsible for paying the rent until the earlier of these two dates:

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

**Example:** You are in a one year-fixed term tenancy and you move out after eight months. You are responsible for paying rent until the full year is over, unless the landlord finds someone else to rent the unit.

## When a Tenant Wants to Move: Ending a Tenancy Agreement Early

In most cases, if you agreed to rent the unit for a specific period of time, you cannot move out before the period ends, unless:

1. you and your landlord agree
2. you assign the tenancy (and the unit) to someone else
3. the LTB issues an order ending the tenancy agreement early
4. you are a victim of sexual or domestic violence
5. you entered into a tenancy agreement with your landlord on or after April 30, 2018, the landlord did not use the standard lease tenancy form and you sent a written demand to the landlord to provide you with the proper standard lease form.

## Ending a tenancy early: Making an agreement with your landlord

You and your landlord can agree that you will move out at any time. The agreement should include a specific date the tenancy will end. You 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 you and your landlord have the agreement in writing.

You can use the [Agreement to Terminate a Tenancy \(Form N11\)](#) but you don't have to.

A landlord cannot force you to agree to end a tenancy.

## When an agreement is not valid

A tenant cannot be required to agree to end their tenancy as a condition of renting a unit. That means that an [Agreement to Terminate a Tenancy \(Form N11\)](#) or a [Tenant's Notice to End the Tenancy \(N9\)](#) is not valid if you were required to make the agreement or sign the notice in order to rent the unit in the first place.

This rule does not apply to students living in university and college residences, or in a building where the university or college has an agreement with the landlord to provide units only to its students.

## You may be evicted if you change your mind

If you made an agreement with your landlord to end your tenancy or gave your landlord a notice to end the tenancy you must move out by the date you agreed on. You can only stay if you the landlord agrees.

If you don't move out by the termination date in the notice or your landlord thinks you might not move out, they can apply to the LTB for an order to evict you.

## Ending a tenancy early: Assigning your tenancy

You can ask the landlord to let you transfer your tenancy to another person. This is called an **assignment**.

When you assign your unit, you are leaving your unit permanently.

### Assignment is not a sublet

An assignment is different from a **sublet**. Subletting a unit means that the tenant moves out of the unit for a period of time but plans to move back in before the tenancy ends. The person who moves in is known as a subtenant. The subtenant pays the rent to the original tenant who then pays it to the landlord.

In an **assignment**, the person moves into your unit takes over your agreement. That person is called the assignee. Everything that is included in your tenancy is the same for the assignee. They are responsible for paying the landlord the same rent as you pay and they should have the same things included in their tenancy as you do. For example, if hydro, a parking spot, and the laundry room are included for you, they must be included for the assignee.

You must get your landlord's approval for an assignment. It is best to get it in writing. The landlord can refuse to allow you to assign the tenancy.

### If the landlord refuses to let you assign

If the landlord refuses to let you assign the rental unit, or does not reply within seven days of your request to assign, you can end your tenancy early by giving your landlord a [Tenant's Notice to Terminate the Tenancy \(Form N9\)](#).

You must give the landlord this notice no more than 30 days after you made your request. You must give your landlord at least 30 days' notice. If you have a daily or weekly tenancy, you must give the landlord at least 28 days' notice.

### If the landlord agrees to let you assign

If the landlord agrees to allow you to assign the rental unit, you can try to find a 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 cannot refuse arbitrarily or unreasonably.

A landlord can charge you for any reasonable costs related to approving the assignment, such as the cost of doing a credit check on the person you want to assign the unit to. The landlord cannot charge you more than their actual costs.

If the landlord does not reply within seven days of your request to assign the rental unit to a specific person, you can end your tenancy early by giving your landlord a [Tenant's Notice to Terminate the Tenancy \(Form N9\)](#).

## **If the landlord agrees that you can assign, but refuses the person you suggest**

The landlord can refuse the person you suggest but can't refuse arbitrarily or unreasonably. If you don't think your landlord was justified in refusing the person, you can ask the LTB to authorize the assignment, end the tenancy, or order the landlord to pay you a rent rebate.

Use an [Application about a Sublet or an Assignment \(A2\)](#) to make this request.

## **Tenants who cannot assign their tenancy**

Although most tenants have the right to ask to assign their unit, there are a few exceptions. You do not have the right to assign your rental unit if you live in:

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

In these situations, if your landlord refuses to let you assign the rental unit, you cannot dispute it.

## **Assigning a mobile home**

There are different rules for assigning a mobile home or a land lease home which are not covered in this brochure. See the brochure called [Mobile Home Parks and Land Lease Communities](#) for information about these rules.

## **Ending a tenancy early: Your landlord has not met their obligations under the RTA**

You can apply to the LTB for an order to end your tenancy agreement early if your landlord has not met their obligations under the RTA. For example, if your landlord:

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

For more information, see [Help for Tenants – Which form do I use?](#)

The LTB will schedule a hearing to make a decision about your application. The LTB will mail you a Notice of Hearing, which has the time and location of the hearing. Both you and the landlord can attend the hearing. At the hearing, you can tell your side of the story, and give the LTB evidence. For more information, see the brochure: [Important Information about Your Hearing](#).

You will have to prove to the LTB during the hearing that the landlord has not met their obligations under the RTA and ending the tenancy is a reasonable under the circumstances.

## **Ending a tenancy early: You are a victim of sexual or domestic violence**

If you or a child living with you is a victim of sexual or domestic violence, you can end your tenancy with 28 days' notice if you believe you or the child may be harmed if you don't leave the unit. You can give this notice any time during your tenancy.

If you are in a joint tenancy and the other tenants don't sign the notice or you choose not to tell them about it, the tenancy will continue for those tenants.

To give this notice, you must give your landlord two documents:

1. [Tenant's Notice to End my Tenancy Because of Fear of Sexual or Domestic Violence and Abuse \(N15\)](#)

## 2. [Tenant's Statement about Sexual or Domestic Violence and Abuse](#)

### **OR**

A copy of a court order (such as a restraining order or a peace bond).

A landlord cannot let other people know about these documents or about the information in them. This includes the other tenants in the unit, if there are any. However, the landlord may be required to share information with other people, like the police, who are investigating the situation.

For more information about this notice, read the section Important Information from the Landlord and Tenant Board, on the [Tenant's Notice to End my Tenancy Because of Fear of Sexual or Domestic Violence and Abuse \(N15\)](#).

### **Ending a tenancy early: Your landlord did not use the standard lease form**

For most tenancy agreements entered into on or after April 30, 2018, the landlord must use the [standard lease form](#). If the tenancy agreement is not in the standard lease form, you can demand, in writing, that the landlord give you a signed copy of the standard lease form.

If the landlord does not provide you with a copy of the standard lease within 21 days of your demand, you can give notice to the landlord to end your tenancy, even if it is for a fixed term.

If the landlord provides you with a standard lease, you may choose not to enter into the tenancy agreement and instead give notice to the landlord to end your tenancy. You must provide the landlord with your notice no later than 30 days after the landlord gives you the standard lease.

In either case, you must provide the landlord with a written notice to terminate the tenancy at least 60 days before the last day of a rental period. The termination date does not have to be the last day of the fixed tenancy agreement.

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## **Contact the Landlord and Tenant Board**

Call us:

Toll free: 1-888-332-3234

Toronto area: 416-645-8080

TTY: Bell Relay Service at 1-800-268-9242

Visit our website at [sjto.ca/ltb](http://sjto.ca/ltb)

Visit your local LTB office. For office locations visit [our website](#).

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