



Tip Sheet for Tenants

TENANT'S IMPROPER NOTICE OF TERMINATION

Prepared by the Tenant Duty Counsel Program & Funded by Legal Aid Ontario

This publication contains information to help the general public. It is not legal advice about your situation. You should talk to a lawyer or legal worker for advice on your particular situation.

In most cases, tenants are required to give landlord proper notice to terminate their tenancies. It is important to know how to give a “Notice to Terminate” and what happens if you don’t give your landlord not notice at all or not enough notice (also known as “**Short Notice**” or “**Improper Notice**”) to terminate your tenancy.

TIP FOR TENANTS: Giving your landlord a “Notice to Terminate” is only one way that you can end your tenancy. There are a few other ways that you can end your tenancy, including:

1. Making an agreement with your landlord to move out early. If you are able to make an agreement with your landlord to move out early, get it in writing.
2. Assigning or subletting your place, with the landlord’s permission.
3. Get an order from the Landlord and Tenant Board (the “Board”) to let you move out early.

HOW DO I GIVE NOTICE TO TERMINATE A TENANCY?

You must tell your landlord in writing. Your notice must include:

1. The full address of the place you are moving out of;
2. The date the tenancy is to be terminated;
3. The date you are writing the notice; and
4. Your signature.

Make sure you keep a copy of the notice and give the original to the landlord. It is best if your copy of the notice is signed and dated by the landlord because this will act as a confirmation that your landlord actually received the notice. If you drop the notice in a

drop-box, you run the risk of your landlord not receiving the notice in time. This is a dangerous risk that you take.

The Board has a “Notice to Terminate” form that you can use. It is called a Form N9. (This form is also available online at: www.ltb.gov.on.ca). You can also write your own notice. See the attached sample “Notice to Terminate a Tenancy”.

HOW MUCH NOTICE DO I HAVE TO GIVE?

1. **Month-to-month tenancy:** you must give at least 60 days notice from the end of a rental period. For example, if your rent is due on the first day of each month (most rental periods begin on the first day of the month and end on the last day of the month), and you want to move out on September 30, and you give your notice on July 15, you are giving more than the 60 days notice because the termination date must be on the last day of the rental period. The last day you would be able to give valid notice is August 1, 2006.
2. **Fixed term tenancy:** you can only terminate by notice at the end of the term of the tenancy, and you must give at least 60 days notice from the end of the term. For example, if you have a year-long tenancy agreement that started on October 1, 2003, you must give notice on or before July 31, 2004. September 30, 2004 would be your termination date. For tenancies that begin on the first of each month, the termination date would have to be the last day of a month.

The end of a fixed term tenancy does not mean that you have to move out. If you do not give a notice to terminate your tenancy, your tenancy automatically renews and you can stay in the unit as a month-to-month tenant.

Often landlords give tenants a form to sign to renew the tenancy for another year. Beware that by signing a tenancy renewal form you are locking yourself into your tenancy. You will not be able to end your tenancy early without your landlord’s agreement. Get legal advice before you sign this document.

3. **Weekly or Daily tenancy:** you must give at least 28 days notice from the end of the rental period.

If you do not understand how to give valid legal notice to terminate your tenancy, get legal advice.

TIP FOR TENANTS: To count the correct number of days for your notice, you do not count the day on which you give the notice to your landlord, but you do count the termination date. If you mail the notice, you must add 5 days for mailing time.

WHAT IS “IMPROPER” NOTICE?

Your notice is “improper” if:

- it is even one day short;
- the notice does not indicate the last day of the rental period;
- the notice is not in written form; or
- the notice does not include your address, your signature or the date.

WHAT HAPPENS IF I GIVE IMPROPER NOTICE?

“Improper” notice is not valid. This means that your tenancy is not terminated, and you may still owe the landlord rent, even if you move out.

In general, if you move out of your rental unit without giving any notice or giving improper notice, you will be liable to pay some rent but your liability will stop on the earlier of:

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

If you have given your landlord no notice or improper notice, your landlord must try to “minimize” his or her losses. In other words, the landlord must take reasonable steps to try to re-rent your apartment. This could include advertising in the newspaper, distributing flyers, repairing the unit, renovating the unit, lowering the rent, and/or offering incentives to new tenants. You should also take steps to try to find a new tenant to move into your unit.

IS THERE ANYTHING I CAN DO IF I GIVE IMPROPER NOTICE?

You may want to try one or all of the suggestions below. This will depend on your circumstances.

1. If there are problems with the tenancy, you can ask for your own hearing by filing an application with the Board. On the application, you can ask the Board to terminate your tenancy on the day you plan on moving out or the day you already moved out. The Board may or may not terminate your tenancy. For a more detailed explanation of this, please refer to the tip sheets on maintenance or tenants rights and get legal advice.

Keep in mind that you must make your application within a year of when the problem started.

2. Try to get your landlord to agree to terminate your tenancy. If you are able to get the landlord to agree to terminate your tenancy, get this agreement in writing.
3. Try to find a new tenant to move in to your apartment.

WHAT IF I FIND OUT THE LANDLORD HAS SUED ME FOR RENT?

If you find out after you have moved out that there is an order from the Board against you for rent, you may want to try to fight it. But first, get legal advice. Make informed decisions by knowing your legal rights.

WHERE CAN I GET MORE INFORMATION?

Contact your local **Community Legal Clinic** for free advice on landlord and tenant matters. To find the telephone number for your clinic call Legal Aid Ontario at (416) 979-1446 or 1-800-668-8258.

You can also call the **Tenant Hotline** at 416- 921-9494 for free information and referrals to your local legal clinic.

You can find information on line at www.acto.ca or www.cleo.on.ca.

You can call the Landlord and Tenant Board toll free at 416-645-8080 from within Toronto calling area or 1-888-332-3234 from outside Toronto. Their internet address is www.ltb.gov.on.ca

SAMPLE:
NOTICE TO TERMINATE A TENANCY

DATE:

TO: (Landlord's name and Address)

FROM: (Tenant's Name and Address, Including Unit Number)

Dear (Name of your Landlord):

RE: Address of Rental Unit, including Unit Number

I am giving you notice that I am terminating my tenancy. The last day of my tenancy will be _____. I will move out of the rental unit on or before this date (day/month/year).

Sincerely,

Signature
Name