

Ending a tenancy – Landlords

When a landlord wants to end a tenancy, there are specific reasons and timelines outlined in the *Residential Tenancies Act* (RTA).

It is helpful to understand the two types of tenancy agreements.

Periodic tenancies

Tenancies that continue for a period of time – weekly, monthly, yearly or some other time. A periodic tenancy continues until the landlord or tenant ends it.

Fixed term tenancies

Tenancies that are in place for a fixed period of time. In a fixed term tenancy, the landlord and tenant agree on a start date and an end date at the beginning of the tenancy.

If a fixed term tenancy agreement indicates the tenant must move out at the end of the tenancy, the tenant must move out on the end date of the tenancy.

If the tenancy agreement does not specify that the tenant must move out at the end of the tenancy and the tenancy continues beyond the end date without the parties entering into a new agreement, the tenancy automatically becomes a periodic monthly tenancy.

A tenancy can end any time if the landlord and tenant mutually agree in writing to an end date.

How to serve a notice to end tenancy

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

The landlord must make sure the tenant receives written notice in one of the following ways:

- Attach a copy to the front door or other noticeable place of the tenant's rental unit AND send a copy by mail (regular or registered mail) to the address. In this case, the notice is considered served five (5) full days after the mailing date.
- Send a copy by email if the tenant has consented in writing to receive documents by email and has provided the landlord with their email address. In this case, the notice is considered served the day it is sent.
- Hand deliver a copy of the written notice to the tenant. In this case, the notice is considered served the same day.
- Send a copy of the notice by registered mail to the address of the rental unit, the tenant's PO Box or to a forwarding address provided by the tenant. In this case, the notice is considered served five (5) full days after the mailing date.

The landlord cannot leave the notice in a mailbox or slip the notice under the tenant's door.

Written requirements for notices

When a landlord gives notice, they must always use the approved Residential Tenancies Office (RTO) form. These are available online at Yukon.ca and at the Residential Tenancies Office in Whitehorse.

Disputing a notice to end tenancy

In most circumstances, a landlord or tenant can dispute a notice to end the tenancy. The timeline in which to dispute a notice varies depending on the reason for the notice. These timelines are noted in this document.

If neither party applies for dispute resolution, they are considered to have accepted that the tenancy ends on the date set out in the notice.

The notice to end the tenancy is on hold while the dispute is being heard.

Reasons to end tenancy for cause

A landlord may end tenancy for cause by giving notice to end the tenancy effective on a date not earlier than fourteen (14) days after the tenant receives the notice for cause.

Before ending the tenancy, the landlord must give the tenant a warning (preferably in writing) of the problem and a reasonable opportunity to correct the situation if it is capable of being corrected.

A tenant may dispute the notice to end tenancy by applying for dispute resolution within seven (7) days after they receive the notice.

If they do not, it is understood that they have accepted the tenancy ends on the date of the notice and they must vacate the rental unit by that date.

Non-payment of rent

The tenant must pay the rent in full when it is due under the tenancy agreement. The only exception is when they have a right under the *Residential Tenancies Act* to deduct all or a portion of the rent or if there is an order authorizing the tenant to deduct all or a portion of the rent.

A landlord may give notice in writing to the tenant that the rent is unpaid on any day after it is due. If the tenant still has not paid the rent five (5) days after receiving the notice, the landlord may then give a 14-day notice to end the tenancy.

Within seven (7) days after receiving the notice to end tenancy, the tenant may:

- pay the overdue rent, which voids the notice, or
- apply for dispute resolution.
- If the tenant does nothing, it is understood that they have accepted that the tenancy ends on the effective date of the notice.

The landlord may treat unpaid utility charges as unpaid rent if the tenancy agreement requires the tenant to pay utilities and the utility charges are unpaid for fifteen (15) or more days after the landlord gives the tenant a written notice to pay the utilities.

Other reasons to end a tenancy for cause

There are other reasons a landlord can end a tenancy for cause.

These reasons include but are not limited to:

- exceeding the permitted maximum number of occupants in the rental unit;
- repeatedly paying rent late;
- causing extraordinary damage to the property;
- interfering or disturbing other people (including other tenants; the landlord or neighbours); and
- putting the landlord's property at risk.

Reasons for a landlord to end a tenancy

Except for end of employment, if a tenant receives a notice to end the tenancy for a reason noted in the table above, the tenant may file for dispute resolution within fourteen (14) days after they receive the notice. If a tenant receives a notice to end the tenancy because their employment is ending, the tenant may file for dispute resolution within five (5) days after they receive the notice.

Landlord's use of property

A landlord may end a periodic tenancy for a non-mobile home site tenancy if they or their close family member (their parent, sibling, spouse or child, or sibling or child of their spouse) intends in good faith to occupy the rental unit for at least twelve (12) months.

The landlord must give three (3) months written notice to end tenancy.

Purchaser's use of property

A landlord may end a periodic tenancy for a non-mobile home site tenancy if they have entered into an agreement of sale of the residential property and the purchaser has requested in writing to end the tenancy if they or a close family member (their parent, sibling, spouse or child, or sibling or child of their spouse) intend, in good faith, to occupy the rental unit for at least twelve (12) months.

The landlord must give three (3) months written notice to end tenancy.

Renovations or repairs

A landlord may end a periodic tenancy if the rental unit must be vacant to make renovations or major repairs to meet minimum regulated standards. The landlord must have all necessary permits and approvals before issuing notice.

The landlord must give four (4) months written notice to end tenancy and provide the tenant with compensation equivalent to one (1) month's rent on or before the date the tenancy ends.

After the renovations or repairs are made, the landlord must provide the tenant with first right of refusal to enter into a new tenancy agreement for the rental unit.

Condominium conversion

A landlord may end a periodic tenancy for a non-mobile home site if a rental unit is being sold as a condominium unit or part of a condominium unit.

The landlord must give six (6) months written notice to end tenancy.

Change in use or demolition

A landlord may end a tenancy if they intend, in good faith, to convert a residential property to a non-residential use for at least twelve (12) months or plans to demolish the residential property. The landlord must have all necessary permits and approvals before issuing notice. The landlord must give four (4) months written notice to end tenancy and provide the tenant with compensation equivalent to one (1) month's rent on or before the date the tenancy ends.

Tenant ceases to qualify for subsidized rental unit

A landlord may give notice to end the tenancy in relation to a subsidized rental unit if:

- the tenant or other occupant is no longer eligible for the rental unit; or
- the tenant has not reported; or
- misreported their income or other information to establish eligibility for the rental unit under the rental agreement.

The landlord must give one (1) month's written notice to end tenancy.

Relocate for change in eligibility requirements of subsidized rental units

A housing agency may give the tenant a notice to relocate if the tenant ceases to be eligible for the subsidized rental because the eligibility requirements for that unit are being changed as part of a formal review of the landlord's operational policies.

Before giving notice to end the tenancy the landlord for the housing agency must:

- ensure there is another suitable subsidized unit for which the same landlord is responsible and for which the tenant is eligible; and
- provide the tenant with the opportunity to enter into a new tenancy agreement for their former unit.

The landlord must give six (6) months written notice to end tenancy.

End of employment

An employer may provide a tenant with a rental unit during their term of employment. If the employer ends the employment, the employer can also end the tenancy.

The employer must give the amount of notice necessary based on the length of time they were continuously employed.

The notice periods apply even if the employer provides pay instead of notice.

Landlord's notice for end of tenancy required	Length of continuous employment
One (1) week	1 year or less
Two (2) weeks	1-2 years (less than 3 years)
Three (3) weeks	3 years (less than 4 years)
Four (4) weeks	4 years (less than 5 years)
Five (5) weeks	5 years (less than 6 years)
Six (6) weeks	6 years (less than 7 years)
Seven (7) weeks	7 years (less than 8 years)
Eight (8) weeks	8 years or more

Reference chart

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Reason	Notice period	Dispute period	Compensation required?
Notice for cause (14 day notice)	14 days	7 days	No
Non-payment of rent (same as 14 day notice). Landlord must have served the tenant with 5 day notice of unpaid rent first.	14 days (after 5 day notice of unpaid rent)	7 days	No
Landlord or purchaser's use of property	3 months	14 days	No
Renovation or repair (landlord must offer tenant first refusal on a new tenancy after work is completed)	4 months	14 days	Yes (1 month rent)
Change in use or demolition	4 months	14 days	Yes (1 month rent)
Condo conversion	6 months	14 days	No
Tenant ceases to qualify for subsidized rental unit	1 month	14 days	No
Relocation for change in eligibility requirements for subsidized rental unit (housing agency only). Landlord must offer another unit the tenant qualifies for.	6 months	14 days	No
End of employment	Depends on length of employment	5 days	No

Other ways a tenancy may end			
Mutual agreement by landlord and tenant	n/a	n/a	No
Fixed term tenancy that requires the tenant to vacate the rental unit on the date specified in the tenancy agreement	n/a	n/a	No
Rental unit is abandoned or vacated	Ends the day the tenant vacated the unit	n/a	No
Tenancy agreement is frustrated	Day the tenancy could not continue	n/a	No
Ordered by the RTO	On the day ordered by the RTO	n/a	No