



Policy and Procedure

Ending a Fixed-Term Tenancy

This policy provides guidance to staff at the Employment Standards and Residential Tenancies Branch and the public in understanding our internal processes. This policy is not law. To the extent that this policy conflicts with any federal or territorial legislation, the legislation prevails. This policy may be amended or revised by the Director of Employment Standards and Residential Tenancies. If you have questions about the policy, please contact the Employment Standards and Residential Tenancies branch by phone at (867) 667-5944 or email at eso@yukon.ca or rto@yukon.ca.

Purpose

To explain what occurs on the end date of a fixed term tenancy agreement when the parties have indicated that the tenancy “may continue as a periodic tenancy or for another fixed term”.

Background

When landlords and tenants enter into tenancy agreements, they must agree upon certain terms including whether the tenancy will be periodic or fixed.

A periodic tenancy can be on a weekly, monthly, yearly, or other periodic basis, and does not have a pre-determined end date. The tenancy will continue until either party ends the tenancy in accordance with the *Residential Landlord and Tenant Act* (the “Act”).

A fixed-term tenancy specifies in the agreement the date on which the tenancy ends. The landlord and tenant must agree on the end date, and what occurs on that date. Subsection 13(2)(g)(iii)(b) of the Act requires that fixed term tenancy agreements indicate “whether the tenancy may continue as a periodic tenancy or for another fixed term after that date, or whether the tenant must vacate the rental unit on that date”.

Per subsection 44(2), if the tenancy agreement is silent on what occurs on the end date of a fixed-term tenancy, and the parties have not entered into a new agreement, then on the date specified

as the end date, the parties are deemed to have renewed the tenancy agreement as a month-to-month periodic tenancy on the same terms.

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A fixed-term tenancy agreement that does not contain a clause requiring the tenant to vacate at the end of the tenancy, is presumed to renew as a month-to-month periodic tenancy after the end date of the agreement. This is a rebuttable presumption, meaning that the presumption can be overcome by evidence demonstrating that the parties do not intend to renew the agreement.

If a landlord and tenant indicate in the tenancy agreement that “the tenancy may continue as a periodic tenancy or for another fixed term [...]”, they have indicated their intent to continue the tenancy. However, the use of “may” in the Act and tenancy agreement, is interpreted by the Residential Tenancies Office to confer an option that can be exercised by the parties but will not bind the parties to renewing the tenancy if they do not wish to.

If the conduct of the parties conveys an intent to have the tenancy end on the end date, then the tenancy can end on the end date, despite the above-noted term in the tenancy agreement.

If a dispute arises between the landlord and tenant about what will occur on the end date, the adjudicator assigned to hear the dispute will identify a fair and equitable outcome upon considering relevant factors that may include but are not limited to:

1. **the communication between the parties** including whether they informed the other party of their desire to have the tenancy end on the end date a reasonable period of time before that date;
2. **the length of the tenancy agreement** which will inform what is a reasonable period of time before the end date;
3. **whether the tenancy is a successive tenancy** after a series of two or more fixed-term tenancies that have renewed in the past; and
4. **whether there are other indicators** of either parties’ intent to continue or end the tenancy after the end date.

Policy history

Date	Version number	Description
June 13, 2024	1	Policy approved