

MOVING OUT

Most people move to different homes several times in their life. This means that if you are a renter, at some point your tenancy will likely come to an end. Depending on the type of rental agreement you have with your landlord, there are different ways that end will come about.

If you are in a lease, you can choose to not renew it when it ends. If you rent by the month or the week, you must give notice to your landlord if you are going to move out. As well, a landlord and tenant can agree at any time to end the tenancy.

Let's look at specific situations.

LEASED PREMISES

Leased premises are yours to live in for a fixed period of time. A lease that is not renewed ends on the date stated in the lease. Generally, you cannot decide to end a lease before that date without the landlords' consent.

At the end of the lease, neither you nor the landlord are required to renew the lease. The landlord must tell you, in writing, whether or not they are willing to renew the lease at least two months before the end of the lease. This notice period gives each of you an opportunity to discuss future plans before the lease ends. The notice of intention must indicate whether or not the landlord is willing to renew the lease and, if so, on what terms.

If you receive a notice that the landlord is willing to enter into a new lease, you have 30 days to accept the offer. If the landlord has not received your acceptance within 30 days, the offer will be considered rejected. A landlord may withdraw an offer of renewal at any time before you accept it. You would then be required to move out at the end of the current lease.

WEEKLY OR MONTH-TO-MONTH RENTALS

If you rent by the week or by the month and want to move out, you must give notice to your landlord. If you rent by the month, you must give the landlord one full month's notice. If you rent by the week, you must give one full week's notice. The notice must be in writing, include your name, the address of the rental unit, and the date the tenancy will end.

For example, if you rent by the month and want to move out on September 30th, you must give notice no later than August 31st. If you don't give notice until September 1st, you are legally required to pay October's rent.

Your notice can be given to the landlord in person, mailed to the contact address the landlord gave you, or sent electronically.

NOTICE FOR CAUSE

If your landlord breaches a material part of your tenancy agreement, you can give immediate notice to end the tenancy. This is true for weekly, month-to-month, or lease agreements. Your notice should be in writing, and include your name, the address of the rental unit, the date the tenancy will end, and the grounds for ending the tenancy.

For example, if your rental unit is in such bad repair that it is not livable, you would notify the landlord with the above information. Your notice to move out will be effective the day after your landlord receives it.

Before giving this kind of notice, you must give the landlord a reasonable period to fix the situation, if it can be fixed.

SUBLETTING

If you are in a lease and want to move out early, one option is to have somebody else take over the lease. This is known as subletting.

To sublet your place, you need the written consent of your landlord. The landlord must not unreasonably withhold their consent. A landlord can charge a fee of up to \$20 for considering, investigating, or consenting to this change.

If you sublet your place, you're still responsible to the landlord for what you agreed to in your lease. For example, it is your responsibility to ensure that your subletter pays the landlord the rent. Because you're still responsible for the place, consider the risks of subletting and take steps to protect yourself, such as creating a written agreement with the subletter.

NOTICE BY LANDLORD TO LEAVE

IMMEDIATE NOTICE

If your rent is unpaid for 15 or more days after it is due, a landlord can end the tenancy immediately by serving notice. If you are responsible for paying the utilities and they are overdue, the landlord can give you immediate notice to vacate 15 days after they notify you that the utility payments are late, and you do not pay them.

VICTIMS OF INTERPERSONAL VIOLENCE OR SEXUAL VIOLENCE

Tenants who are affected by interpersonal violence or sexual violence may be able to end a lease early if the continuation of the tenancy could pose a safety risk. Victims must obtain a certificate from Victims Services which then allows them to end a fixed term tenancy by giving 28 days' notice to the landlord. For more information, contact Victim Services at 1-888-286-6664.

ONE-MONTH NOTICE

In some situations the landlord can give you one full month's notice that you must move out. These include:

- the security deposit remains unpaid for more than two months after the start of the tenancy
- you are repeatedly late paying rent
- an unreasonable number of occupants are living in the rental unit
- you or your guests disturbed or jeopardized the health or safety of others living around them or the landlord
- you or your guests put the landlord's property at significant risk or caused extraordinary damage to the property
- you or your guests are affecting the privacy rights or safety of others living nearby, or the landlord's rights to privacy and safety
- you fail to repair the rental unit after being given notice and a reasonable time to do the repair
- you breach a material provision of the agreement and, after being given notice and opportunity, the breach has not been remedied
- you have subletted the rental unit without the landlord's written consent
- you give false information about the rental property to prospective renters or purchasers
- you do not comply with an order from the Office of Residential Tenancies
- you live in an owner-occupied home and you or your guest continues to

smoke when requested
not to smoke

- it is required to comply with any order of a government
- there is a reason judged proper by the Office of Residential Tenancies

In all these above situations except for smoking, the landlord must first give you a reasonable amount of time to correct the situation, if possible. If you fail to do so, notice to end a tenancy in these situations must be in writing and must be given to you on the day before the rent is due, one full month before you are expected to move out.

You may dispute the notice to the landlord within 15 days. If you do not dispute the notice, you must move out.

A landlord also may terminate a tenancy that is not for a fixed term if:

- a close family member or friend will be moving into the property
- they are going to sell, demolish, renovate or repair the property
- they are converting the property from a rental to condominiums, a housing co-op, or to non-residential use

In these circumstances the landlord must give you two-month's notice, given by the day before the rent is due. You can dispute the termination within 15 days by making an application for a hearing with the Office of Residential Tenancies. Otherwise, the notice is deemed to have been accepted.

If the landlord is selling the property, and the new owner wants to move in or have a

family or close friends move in, the new landlord can give one month's notice to vacate so long as there is not a lease.

RETURN OF SECURITY DEPOSIT

When you move out, you are required to leave the rented premises reasonably clean and undamaged, except for reasonable wear and tear. All keys and other means of access must be returned to the landlord.

Once you move out, a landlord has seven business days to return your security deposit or to claim some or all of it.

The landlord can make a claim to the deposit by serving you notice. The notice must state why the landlord is making a claim. The notice can be served to you in-person, by mail or by electronic means. If they do not make their claim within seven days, they lose the right to the deposit and it must be returned to you. If you do not give your landlord forwarding contact information when you move, they do not have to serve you notice.

Of course, you and the landlord can agree in writing that they will keep some or all of the deposit, if you agree that you are responsible for some damage or owe some rent.

If your landlord is renovating or tearing down the building, you're entitled to get the security deposit back when you move out, minus any money you owe for rent or utilities.

If you have a disagreement with a landlord's claim to your security deposit, you can dispute it with the Office of Residential Tenancies. They charge a fee for adjudicating these disputes. A hearing will take place, and the Office of Residential Tenancies will determine what should happen with the deposit.

ABANDONED PROPERTY

If you leave behind personal property, anything valued at under \$1500 can simply be disposed of by a landlord if they have made reasonable attempts to locate you, or you have not made reasonable attempts to pick up your belongings.

For left-behind property valued at \$1500 or more, the landlord must apply for an order from the Office of Residential Tenancies to deal with it. If you cannot be located or do not make reasonable arrangements to deal with the property, the ORT can give the landlord an order that allows them to sell the property. If the landlord can show that the tenant owed them money they can ask for an order allowing them to keep some or all of the proceeds from the sale.