

Tenant's Notice to Terminate the Tenancy

To: (Landlord's name and address)

From: (Tenant's name and address)

Address of the Rental Unit:

Termination Date:

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

Important Information:

1. A tenant must give the landlord this notice as follows:

- **If the tenancy is a daily or weekly tenancy**, the tenant must give the landlord at least 28 days notice. Also, the termination date must be the last day of the rental period.
- **For all other types of tenancies**, such as monthly, the tenant must give the landlord at least 60 days notice. Also, the termination date must be the last day of the rental period or the last day of the fixed term tenancy.

Note: A special rule permits less than 60 days notice in two cases: notice for the end of February can be given no later than January 1st, and notice for the end of March can be given no later than February 1st.

- **If the tenant is giving this notice because the landlord has refused to allow the tenant to assign the rental unit**, the tenant must give the landlord at least 28 days notice for daily or weekly tenancies; for all other types of tenancies the tenant must give at least 30 days notice. The termination date does not have to be at the end of a rental period.
 - **If the tenant is giving this notice because the landlord has given the tenant a notice of termination** for landlord's or purchaser's own use, conversion, demolition, repairs or renovations and the tenant wishes to leave earlier than the date in the landlord's notice, the tenant must give the landlord at least 10 calendar days written notice to terminate any type of tenancy. The termination date does not have to be at the end of a rental period.
 - **If the tenant is in a care home**, the tenant may terminate the tenancy at any time by giving the landlord at least 30 days notice. The termination date does not have to be at the end of a rental period.
 - Where a tenant of a care home gives a 30-day notice of termination to a landlord, the tenant may also give the landlord a 10-day notice to stop providing care services and meals. Where a tenant gives the 10-day notice, the tenant is not required to pay for the care services and meals after the end of the 10-day period.
 - Where a tenant in a care home dies, the estate is not obligated to pay for care services and meals that would otherwise have been provided under the tenancy agreement, more than 10 days after the death of the tenant. However, if the tenant dies and there are no other tenants in that tenant's rental unit, the estate would still be responsible for the rent for 30 days after the tenant's death.
2. The tenant must move out of the rental unit and remove all personal possessions on or before the date specified in this notice. If the tenant moves out according to this notice but does not remove

all their possessions, the tenant will have given up all rights to these possessions and the landlord will be allowed to dispose of them.

3. The landlord may apply to the Landlord and Tenant Board for an order evicting the tenant without further notice.
4. The tenant does not have to move out if this notice was signed when the tenant agreed to rent the unit or if the landlord would not let the tenant move in without signing it.

Exception: A tenant can be required to sign a notice to terminate the tenancy at the same time the tenant enters into the tenancy if:

- the tenant is a student living in accommodation provided by a post-secondary institution or by a landlord who has an agreement with a post-secondary institution to provide the accommodation, or
- the tenant is occupying a rental unit in a care home for the purpose of receiving rehabilitative or therapeutic services, the period of occupancy agreed upon is not more than four years, and the tenancy agreement sets out that the tenant may be evicted when the objectives of the care services have been met or will not be met. (Note: this exception only applies where the housing is provided under an agreement between the landlord and a service manager under the *Social Housing Reform Act, 2000*.)

Signature

First Name:
Last Name:
Phone Number:

Signature:
Date (dd/mm/yyyy)