

**RESIDENTIAL TENANCIES ACT**

**TERMINATION NOTICES**

**Sections 17 - 25  
Notices of Termination**

A notice of termination is a written document that one party uses to inform the other that they must or are about to vacate the premises. The landlord and tenant cannot agree to give verbal notice. It must be signed by the person giving the notice, identify the premises, be given no later than the first day of a rental period, and state the date of termination.

**TERMINATION WITHOUT REASON  
Sections 17(2) and 17(3)**

Except where the parties have agreed in writing for a longer period of notice, the notice shall be as follows:

- (a) When the residential premises is a site for a mobile home is located, by the landlord not less than 6 months before the end of the rental period, and by the tenant not less than one month.
- (b) If the premises are let for a fixed term, by the landlord not less than three months before the end of the fixed term, and by the tenant not less than two months before the end of the fixed term.
- (c) If the premises are let from month to month, by the landlord not less than 3 months, and by the tenant not less than 1 month before the end of the rental period.
- (d) If the premises are let from week to week, by the landlord not less than 4 weeks and by the tenant not less than 1 week before the end of the rental period

**TERMINATION IN EXCEPTIONAL CIRCUMSTANCES:  
Sections 17(5) - 17(9)**

Where a notice period required is more than one month, a tenant, and other tenants in the same residential premises may terminate the tenancy by giving one month's notice to the landlord accompanied by evidence when, in the event of :

- 17(5) Ill health, the tenant's income is reduced;
- 17(6) ill health of a person who has been providing financial assistance towards the payment of a tenant's rent;
- 17(7) Ill health of a family member, when the tenant is required to take up residence with that family member;
- 17(8) A tenant being admitted into a nursing home or similar facility as a permanent resident;
- 17(9) A tenant's death.

## **TERMINATION FOR ARREARS OF RENT**

### **Section 18 (1)**

Where a fixed term or a monthly tenancy exists and the rent is in arrears for 15 days, the landlord may give the tenant Notice of Termination effective not less than 10 days after the notice is served.

Where a weekly tenancy exists and rent is in arrears for 3 days, the landlord may give the tenant Notice of Termination effective not less than 3 days after the notice is served.

NOTE: If the rental arrears (plus a late fee if applied) are paid in full before the date specified in the termination notice, the Notice of Termination is void. However, the notice will **not** be void in the case where notice for rental arrears is given to the tenant more than twice within a 12 month period.

**RENT:** means money or other value paid, or by a rental agreement required to be paid, by a tenant to a landlord before or during the occupancy of the residential premises for the use or occupation of the premises and includes

- (iv) an amount payable for the use of furniture in the premises,
- (v) an amount payable for the cost of utilities; and
- (vi) a late payment fee as set by the minister

## **TERMINATION FOR MATERIAL BREACH**

### **Section 19**

A material breach is an activity or thing that affects the value or integrity of the premises or adjoining premises. An example of material breach may be smoking or having a pet when the rental agreement (written or verbal) specifically addressed no smoking or pets. If a rental agreement provided for a service, such as cable TV or laundry facilities and the service was discontinued, this could also be considered a material breach.

Where a landlord or a tenant commits a material breach, the party who commits the material breach may be given written notice of the breach along with a request to remedy it within a reasonable time.

If the party fails to remedy the breach, the other party may give notice of termination as follows:

Where the premises are rented monthly or for a fixed term or are a site for a mobile home, by giving

Notice of Termination;

not less than one month before the end of the rental period

Where the premises are rented weekly, by giving Notice of Termination;

not less than one week before the end of the rental period.

## **TERMINATION FOR PREMISES UNINHABITABLE**

### **Section 20**

Where a landlord fails to keep the premises fit for habitation, or where the tenant makes a premises unfit for habitation, a landlord or tenant may give Notice of Termination effective immediately.

**Example:** Disconnection of utilities such as heat or water.

## **DAMAGE TO THE PREMISES**

### **Section 21(2)**

If a tenant causes damage to the rented premises, or fails to keep the premises clean, the landlord may give a written notice requesting the tenant to repair the said damage or to clean the premises within 3 days or a longer period given the circumstances. If the tenant fails to comply the landlord may give to the tenant a Notice to Quit to take effect not less than 5 days following the date on which the notice was given.

## **TERMINATION FOR INTERFERENCE WITH PEACEFUL ENJOYMENT**

### **Sections 22 and 23**

If the landlord interferes with the peaceful enjoyment of the tenant, the tenant may give a written Notice of Termination to the tenant to take effect not less than 5 days, but not more than 14 days following the date on which the notice was given.

If the tenant interferes with the rights of the landlord or other tenants in the residential complex, the landlord may give a written Notice of Termination to the tenant to take effect not less than 5 days following the date on which the notice was given.

**Example:** Loud parties during late night/early morning times, threats, harassment etc.

## **GROUP EVICTION**

### **Section 24**

When a landlord serves a Notice of Termination or refuses to renew rental agreements to not less

than ½ the tenants in a residential complex, this results in group eviction. If a tenant is served with a Notice of Termination under group eviction, the tenant may give a written Notice of Termination to the landlord of not less than 10 days and will be required to pay rent only up to the date the tenant vacates.

## **TERMINATION FOR INVALID PURPOSE**

### **Section 25**

A landlord shall not serve a Notice of Termination in retaliation of the tenant filing a complaint or an application to ensure the tenant's rights. A tenant who feels that this is the case may apply to the director to determine if the notice is valid.

## **DELIVERY OF NOTICE**

### **Section 14**

Notice is served or given according to the procedure as set out in the Act. A tenant or a landlord may be served with a Notice by:

- giving it personally to the landlord or tenant
- giving it to a person 16 years or older who lives with the landlord or tenant
- posting it in a conspicuous place on the premises of the landlord or tenant
- placing it in the mailbox or under a door of the landlord or tenant
- sending it registered mail, express post, courier or a method authorized by the director.

Where either the landlord or tenant is a company, the notice may be given personally to a company director, manager or officer as follows:

- by leaving it at the company office
- by sending it to the company by registered mail.

*Revised March 2005. This information has been summarized and therefore, is not necessarily quoted directly from the Residential Tenancies Act. Please see Act for further clarification and detail.*

**For further information visit our web site @ [www.gov.nl.ca/gs/cca/tp](http://www.gov.nl.ca/gs/cca/tp)  
or phone St. John's 709-729-2608 or 2610; Gander 709-256-1019;  
Corner Brook 709-637-2445  
or phone our toll free number 1-877-829-2608**