

Residential Tenancies Guides

Ending a Tenancy

Residential Tenancies Program

novascotia.ca/rta

1-800-670-4357

© Crown copyright, Province of Nova Scotia, 2023

Residential Tenancies Program

January 2023

ISBN: 978-1-77448-438-8

Ending a Tenancy

This document is intended as an information guide only. For specific information, refer to the Residential Tenancies Act and relevant regulations at novascotia.ca/rta. You may also wish to seek legal advice for your specific circumstance.

Once a landlord-tenant relationship is established, tenants have “immediate tenure.” That means all leases, except for fixed-term leases, automatically renew for the same period unless a proper Notice to Quit is given. The Notice to Quit is the advance notice required to end a lease. This guide outlines the ways in which a tenancy can be ended. Those ways depend on the type of lease, who is submitting the notice, and the reason for the notice.

When a tenancy has ended, security deposits are either returned to the tenant or may be retained by the landlord and applied to unpaid rent or damages. This guide outlines the process tenants and landlords must follow when dealing with security deposits. (See Security Deposits below.)

Also, when a tenancy has ended, tenants are required to remove all their belongings from the premises when they leave. Belongings left behind are considered abandoned personal property. This guide outlines the process a landlord must follow when dealing with abandoned personal property, which may include disposing of them or selling them. (See Abandoned Property below.)

All forms referenced in this guide are available at novascotia.ca/rta under Forms.

Tenants

A tenant can end a tenancy in the following 4 ways:

1. At the end of a lease period
2. Early termination
3. After receiving a Form DR2: Notice to Quit Purchaser to Occupy Residential Premises—Sale of Residential Premises
4. After receiving a notice of rental increase outside of their anniversary date
5. Assigning or subletting the premise

When tenants intend to leave a rented premise, they must give their landlord notice in writing using the correct form. This means the tenant, or someone else, must formally serve the form to the landlord, agent of the landlord, property manager, or superintendent by 1 of the methods of service outlined on the form.

1. At the end of a lease period

Tenants do not need a reason to end a lease at the end of a term. Tenants must give their landlord a Form C: Tenant’s Notice to Quit before the due date of the rent in the appropriate month. The notice is effective the last day of the rental period.

Example: If the rent is due on the 1st of the month, the notice has to be given no later than the last day of the month (e.g., notice must be given by August 31st if rent is due September 1st). If the rent is due on the 10th of the month, the notice has to be given no later than the 9th of the month.

The type of tenancy will indicate how much notice must be given:

- **Year-to-Year Lease:** Tenants must give at least **3 full months' notice** before the anniversary date.
- **Month-to-Month Lease:** Tenants must give at least **1 full month's notice** before the end of any month.
- **Week-to-Week Lease:** Tenants must give at least **1 full week's notice** before the end of any week.

If tenants leave without proper notice, they are still responsible for their lease until the landlord can re-rent the unit. The landlord must make attempts to re-rent the unit.

2. Early termination

In certain circumstances, tenants may leave before the end of their lease. Tenants may need to provide extra documents to do so.

- If a tenant's income is reduced as a result of a decline in their health, and they are not able to pay the rent, they must give 1 month's written notice to their landlord by providing a copy of the completed Forms G and H: Tenant's Notice to Quit—Early Termination of Tenancy. The tenant's doctor must complete Form H.
- If a tenant's health has deteriorated to the point that they cannot live in the unit, or the unit is inaccessible to them, they must give 1 month's written notice to their landlord by providing a copy of the completed Forms G and H: Tenant's Notice to Quit—Early Termination of Tenancy. The tenant's doctor must complete Form H.
- If a tenant has been accepted into a nursing home, they must provide 1 month's written notice to their landlord by providing Forms G and H: Notice to Quit—Early Termination of Tenancy and a letter confirming their acceptance into the home.

If tenants are providing their landlord with a Form G and H, and there are co-tenants, they must also serve the co-tenants with a copy of the form. Tenants must also provide their landlord with an Acknowledgement of Service or a Certificate of Service (contained within Form G). The notice provided must be given to the landlord before the day of the month that rent is payable under the lease.

If a tenant in a year-to-year or fixed-term tenancy dies, and there are no other tenants in the residential premises, the tenancy is terminated on the last day of the rental period immediately after the rental period in which the tenant dies.

3. After receiving a Form DR2: Notice to Quit Purchaser to Occupy Residential Premises—Sale of Residential Premises

A tenant who receives a Form DR2 may end the tenancy (lease) at any time before the date specified in the notice. The termination (end) date must be at least 10 days after the tenant gives notice to the landlord. (See 3. New owner to occupy premises, below.)

4. After receiving a notice of rental increase outside of their anniversary date

A tenant who receives a notice of rental increase outside of their anniversary date can terminate their tenancy, using Form C1: Tenant's Notice to Quit Where Tenant Has Received Notice of Rent Increase. If the tenant is in a year-to-year lease and given a notice of a rental increase not within 4 months' of their tenancy anniversary date, Form C1 will allow them to give at least **3 months' notice** to terminate their tenancy, after receiving their notice of rent increase.

5. Assigning or Subletting the premise

Tenants can choose to sublet a rental premise to someone else.

To do this, the tenant must get permission from their landlord. If a tenant does not get permission from their landlord to sublet the rental premise, this can result in a termination of the tenancy with the original tenant. Landlords cannot unreasonably deny the right to sublet, but the landlord may screen the new tenant, and there may be a fee to sublet. The original tenant (who signed the lease) remains responsible to the landlord for the terms of the lease, the condition of the unit, and must pay the rent to the landlord. The new tenant must follow the same rules of the lease and pays rent to the original tenant for the rest of the lease.

If a tenant does not want to continue with the lease, they can ask the landlord for permission to assign any months remaining on the lease to a new person. The new person is then responsible for the lease and pays rent to the landlord until the lease ends.

A landlord has the right to refuse a prospective tenant from subletting or having a lease assigned to them. For example, if the prospective tenant has no references or a bad credit rating, the landlord can refuse them.

Both sublets and assignments require written agreements in the form of a lease. A sublet must include the date the sub-tenant begins the sublet and the date the sublet will end.

Sometimes a landlord will agree to accept the new tenant as their own tenant, release the original tenant from the lease, and have the new tenant sign a lease.

Landlords

A landlord can end a tenancy if the tenant is in breach of various conditions or other specific circumstances. A landlord can end a tenancy in the following 4 ways:

1. Rental arrears
2. Breach of statutory conditions
3. New owner to occupy premises
4. Additional circumstances

1. Rental arrears

Landlords may serve a tenant a 15-day Form D: Landlord's Notice to Quit for Rental Arrears if the tenant is 15 days late paying their rent. This notice can be served to begin an eviction process or to work with the tenant to have them repay their rent.

- If the rent was due on the 1st day of the month, Form D can be served on the tenant on the 17th (for more information on how days are counted, see the Counting Days and Determining Notice Periods Policy on novascotia.ca/rta under Policies).
- This form notifies the tenant they are 15 days late paying their rent. The tenant has 15 days to take one of the following actions:
 - Pay their outstanding rent in full. The notice becomes void; no further filings with the Residential Tenancies Program are necessary.
 - File a Form J: Application to Director disputing the notice at any Access Centre.
 - Vacate the premises by the effective date on the notice. Rent is still owed.

If a tenant does not take any action within the 15 days after receiving Form D, a landlord has 2 options moving forward with the eviction process:

• The Non-hearing Process

- File a Form K: Application to Director – Rental Arrears
- There will be no hearing
- Can only request rental arrears at the time the tenant is first served the Form D: Landlord's Notice to Quit for Rental Arrears
- Can request the security deposit for unpaid rent
- Can request vacant possession and termination of tenancy

• The Hearing Process

- File a Form J: Application to Director
- There will be a hearing both parties can attend
- Can request rental arrears and expenses incurred due to inability to re-rent
- Can request reimbursement for damages
- Can request the security deposit
- Can request the awarding of the application fee
- Can request mediation to develop a repayment schedule
- Can request vacant possession and termination of tenancy

The 2 processes are explained in detail below.

Non-hearing Process

After the 15 days have passed and the tenant does not take any action, and the landlord does not wish to go through a hearing process, the landlord can file a Form K: Application to Director – Rental Arrears. There will be no hearing held by a Residential Tenancy Officer. The only monetary compensation that can be gained through Form K is rental arrears (as documented on Form D served on the tenant), and retaining the security deposit.

Landlords must go to an Access Centre and file the Form K. Staff will check whether the tenant has filed a Form J: Application to Director disputing the Form D.

If the tenant has disputed the notice, the landlord may not use Form K.

The tenant will serve the landlord with a Form J. The landlord may choose to wait for it to be served or file a Form J at this time.

Process for submitting Form K:

- Complete and file a Form K and a copy of the Form D that was served on the tenant at an Access Centre.
- The applicant or individual who served Form D on the tenant must complete a Certificate of Service.
- Pay the application fee.
- Access Centre staff will process the application and give the applicant a copy of the completed Form K to be served on the tenant.
- The applicant, or their representative, must serve the same tenant that was served with the Form D with a copy of the Form K (Form D does not have to be served again).
- After the tenant is served with a copy of Form K, the applicant is to return to the Access Centre.
- The applicant, or individual who served Form K on the tenant, will be required to complete a Form L1: Certificate of Service or a Form L: Affidavit of Service.

Access Centre staff will complete processing of the application and assign it to a Residential Tenancy Officer.

There is no hearing for a Form K.

The Residential Tenancy Officer will review the application and render an Order of the Director.

For more detailed information, see the instructions contained within Form K.

Hearing Process

After the 15 days have passed and the tenant has not paid the outstanding rent, and the landlord wants to have a hearing, the landlord can file a Form J: Application to Director at any Access Centre.

The following are some reasons for filing a Form J:

- Other costs beyond rental arrears can be recovered, such as damages or additional rent owing since the Form D was filed.
- The main purpose may not be to force a tenant to leave a rental property; rather, a mediated solution to recover rental arrears may be desired.

When the landlord files a Form J:

- A hearing date and time will be set
- They must serve the tenant with the Form J and Notice of Hearing and return a Certificate of Service to the Residential Tenancies Program within 7 days of applying
- Voluntary mediation will be attempted, and, if it is unsuccessful, a hearing will take place

After the hearing, an Order of the Director will be issued stating how the dispute will be resolved.

Both parties have 10 days to appeal the order through Small Claims Court. Once the 10 days pass, if neither party has appealed the order, either party can request the order be converted into a Small Claims Court Order.

For more information on the mediation and hearing process, see the Residential Tenancies: Resolving Disputes Guide (novascotia.ca/rta under Residential Tenancies Guides).

2. Breach of Statutory Conditions

A landlord can serve a 15-day Form E: Notice to Quit—Breach of Statutory Conditions to a tenant if the tenant is in breach of Statutory Conditions 3 or 4 under subsection 9(1) of the act.

- Statutory condition 3. Good behaviour: A landlord or tenant shall conduct themselves in such a manner as not to interfere with the possession or occupancy of the tenant or of the landlord and the other tenants, respectively.
- Statutory condition 4. Obligation of the tenant: The tenant is responsible for the ordinary cleanliness of the interior of the premises and for the repair of damage caused by wilful or negligent act of the tenant or of any person whom the tenant permits on the premises.

This applies to all types of tenancies: year-to-year, month-to-month, week-to-week, and fixed-term.

If a tenant of a land-lease community breaches statutory conditions 3 or 4 under subsection 9(1) or statutory condition 5 of subsection 9(2) of the Residential Tenancies Act, a landlord can serve a 30-day Notice to Quit.

- Statutory condition 5 (for land-lease communities): The tenant is responsible for compliance with municipal bylaws in respect of the tenant's manufactured home and the manufactured home space on which it is located to the extent that the landlord is not responsible.

3. New owner to occupy premises

When a landlord sells a rental property that contains 4 units or fewer, and the new owner wishes to occupy the unit, the landlord may give the current tenants a Form DR2: Notice to Quit Purchaser to Occupy Residential Premises—Sale of Residential Premises.

The following conditions must be met to give a Form DR2:

- The landlord has entered into a purchase and sale agreement in good faith to sell the property.
- All the conditions of the sale have been satisfied, excluding the title of the property.
- The purchaser is an individual and asks the landlord, in writing, to end the tenancy because the purchaser, or a family member of the purchaser, intends in good faith to occupy the residential premises.

- The purchaser provides the landlord a sworn affidavit that the purchaser, or a family member of the purchaser, intends in good faith to occupy the residential premises.

The following conditions must be met for the notice to be valid:

- The landlord provides the tenant a written notice published by the Residential Tenancy Program (Form DR2).
- The landlord provides the tenant a copy of the sworn affidavit of the purchaser.
- The effective date of the notice must be no earlier than 2 months after the date the tenant receives the notice.
- The notice must be given on, or earlier than, the day before the day in the month that rent is payable under the tenancy agreement.
- Where the lease is a fixed-term lease, the notice must be no earlier than the date specified as the end of the tenancy under the lease agreement.

A tenant who receives a notice as outlined above may end the tenancy at any time before the date specified in the notice. The termination date must be at least 10 days after the tenant gives notice to the landlord.

4. Additional circumstances

A landlord may also be able to serve the tenant a Form F: Notice to Quit—Additional Circumstances under any of the following circumstances:

- There is a week-to-week tenancy and the tenant is more than 7 days in arrears.
- The tenant poses a risk of safety and security to the landlord or other tenants.
- The tenant was employed by the landlord and is no longer an employee.
- The unit is uninhabitable due to a fire, flood, or other reasons.
- There has been a foreclosure.

If a tenant does not comply with any Notice to Quit, the landlord may make an Application to Director for vacant possession using Form J.

Security deposits

At the end of the tenancy (lease), landlords and tenants should inspect the premises for damage. A certain amount of wear and tear during a tenancy can be expected. This wear and tear cannot be claimed as damage against the security deposit.

Security deposits can be dealt with in several ways:

- The deposit and any interest due can be returned to the tenant. If this option is selected, the security deposit must be returned within 10 days of the termination of the tenancy. Tenants need to give the landlord an address where the security deposit can be sent, or make arrangements to collect it.
 - The tenant may consent to the landlord retaining all or a part of the security deposit and interest as compensation toward any unpaid rent or damages. The tenant must provide this consent to the landlord in writing.
- If the tenant does not give written consent, and the landlord wants to keep all or part of the security deposit to pay for unpaid rent or damages, the landlord must complete a Form J: Application to Director within 10 days of the end of the tenancy (lease) or file a Security Deposit Claim Form.
 - If the tenant does not agree to the landlord keeping the deposit, and the landlord does not give it back within 10 days of the last day of the tenancy, tenants should contact the landlord and ask them to return the deposit. If the landlord still does not return the deposit, tenants may file a Form J: Application to the Director to formally request the landlord return the deposit.

Abandoned property

Tenants must take all their belongings with them when they leave. If there are items the tenants cannot take but want to come back for later, tenants can ask if the landlord is willing to store these items. The landlord can charge to store items.

If there are items the tenant does not want to move, the tenant must deal with them in the appropriate manner, which may include selling the items or putting them in the garbage.

If tenants don't remove everything, landlords may follow the Abandoned Personal Property process, which may include storing the items, disposing of them, or selling them.

If tenants leave property behind, landlords must use Form A: Inventory of Tenant's Abandoned Personal Property to begin the process of disposing abandoned property.

Landlords may dispose of items as they see fit under the following circumstances and must submit a Form A with the Residential Tenancies Program within 10 days of disposing of the goods:

- The abandoned personal property is considered unsanitary or unsafe to store.
- The abandoned personal property has no monetary value.
- The cost of inventorying, removing, storing, and selling the abandoned personal property would be more than the proceeds of the sale.

If the items are valuable (together worth over \$500), landlords need to store them for 30 days. Landlords can claim for the cost of moving and storing the items if the tenants return later to claim them.

Landlords must submit Form A to Residential Tenancies and send a copy to the tenant's forwarding address, if known, or to the tenant's next of kin, if listed on the lease. Thirty days after Form A has been submitted, landlords can ask for permission to sell any items that have value. Within 10 days of the sale of the goods, landlords must file Form B: Accounting of Sale of Abandoned Personal Property with the Residential Tenancies Program.

Landlords who dispose of abandoned personal property in contravention of the Residential Tenancies Act or Regulations risk being liable to the tenant for the value of the goods.

If there is a problem

If tenants and landlords have a dispute, both parties should try to work together to find a solution. Reviewing the lease and the Residential Tenancies Act may provide the answer to the dispute.

If parties cannot resolve the dispute on their own, the Residential Tenancies Program is available to help. For more information on the dispute resolution process, see Resolving Disputes Guide at novascotia.ca/rta.