

Landlord's Notice to Terminate Early – Cause

Residential Tenancies Act 2018 – Sections 19, 20, 21, 22, 24

Instructions

- Use this form when you want to inform the tenant that you are terminating the rental agreement early for the reason identified and permitted in the *Act*. All sections of this form are required to be completed. The landlord completing the form must place their signature at the bottom where required. Ending the rental agreement for one tenant named on the rental agreement ends the rental agreement for all tenants.

Authority and Notice Requirements

Section 19 Failure to pay rent	In a week to week rental agreement, rent must be overdue for 3 days or more before the landlord can give a notice to move out not less than 3 days after the notice is served. In a month to month, fixed term, or site for a mobile home rental agreement, rent must be overdue for 5 days or more before the landlord can give a notice to move out not less than 10 days after the notice is served on the tenant.
Section 20(2)(3)(4) Breach of material term	Where a tenant breaches a material term of a rental agreement, the landlord may provide the tenant written notice of the breach and provide a reasonable time to correct the situation. If the tenant does not correct the situation, the landlord may give a notice to move out: (i) not less than 7 days before the end of a rental period where the residential premises is rented from week to week; (ii) not less than 1 month before the end of a rental period where the residential premises is rented from month to month, fixed term, or (iii) a site for a mobile home.
Section 21(2)(3) Premises uninhabitable	Where a tenant makes a residential premises unfit for habitation by doing something or by neglecting to do something, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to move out immediately.
Section 22 Tenant's obligation not met	Where a tenant does not keep the premises clean and repair damage beyond normal wear and tear, the landlord may give the tenant notice requiring the tenant to correct the situation within 3 days. If the tenant does not correct the situation, the landlord may give the tenant notice to move out not less than 5 days after the notice has been served.
Section 24 Interference with peaceful enjoyment and reasonable privacy	Where a tenant interferes with the rights and reasonable privacy of the landlord or of other tenants, the landlord may give notice to move out not less than 5 days after the notice has been served.
Before the end of the rental period	The notice period must include a full rental period. For example, in a fixed term rental agreement where rent is paid monthly on the 1st of each month, if rent is paid on January 1st, the landlord must receive the termination notice from the tenant on or before January 1st for the rental agreement to end on January 31st. If the tenant provided notice to the landlord on December 15th, the proper termination date would still be January 31st and not January 14th because rent is paid on the 1st of the month and the notice period must include a full rental period.

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Counting the days of notice required	The day the notice is received by the tenant and the day the tenant is required to move out are not included in counting the number days in the notice period required to be provided.
Signature	The landlord issuing the termination notice must place their signature on the form where required.

Service Requirements (Section 35(2))

- The landlord's notice to terminate may be delivered to the tenant(s) by
 - o sending it electronically where: (i) it is provided in the same or substantially the same form as the written notice or document; (ii) the tenant has provided an electronic address to receive documents, and (iii) it is sent to that electronic address;
 - o giving it personally to the tenant;
 - o giving it to a person 16 years of age or older who apparently lives with the tenant;
 - o posting it in a conspicuous place on the tenant's premises;
 - o placing it in the tenant's mailbox or under a door in the tenant's premises;
 - o sending it to the landlord by prepaid registered mail or prepaid express post or by courier service at an address (i) provided by the tenant; or (ii) where the tenant carries on business.
- Where the landlord's notice to terminate is sent electronically as indicated above, it will be considered served on the day it is sent if it is sent before 4pm. If the notice is sent after 4pm, it will be considered to be served on the next day which is not a weekend or statutory holiday.
- Where the landlord's notice to terminate is sent by registered mail or express post, it will be considered to be served on the 5th day after mailing.

Access to Information and Protection of Privacy

- Service NL collects personal information relating to landlords and tenants under the authority of the Residential Tenancies Act, 2018. Personal information collected by the Government of Newfoundland and Labrador is protected under Section 40(1) of the Access to Information and Protection of Privacy Act, 2015. If you require more information please contact the Director of Residential Tenancies at (709) 729-2660.

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Part 1 To: Tenant Information		
Name Tenant #1		Name Tenant #2
Part 2 From: Landlord Information		
Landlord's Name		
Part 3 Address of Residential Premises		
Street Number and Name		Apartment Number
City or Town	Province NL	Postal Code
Part 4 Move Out Date		
I am terminating your tenancy and require you to move out of the residential premises on:		Date (month day, year)
Part 5 Authority		
I am terminating the tenancy under the authority of the <i>Residential Tenancies Act, 2018</i> due to: (check one of the following) ☐ Failure to pay rent (Section 19) ☐ Week to week rental agreement; the tenant is required to move out not less than 3 days after the notice is served. ☐ Month to month, fixed term or mobile site rental agreement; the tenant is required to move out not less than 10 days after the notice is served. ☐ Breach of material term (Section 20(2)(3)(4)); ☐ Week to week rental agreement; the tenant is required to move out not less than 7 days before the end of the rental period after the notice is served. ☐ Month to month, fixed term or mobile site rental agreement; the tenant is required to move out not less than 1 month before the end of the rental period after notice is served. ☐ Premises uninhabitable (Section 21(2)(3)); the tenant is required to move out immediately. ☐ Failure to keep the premises clean and to repair damage (Section 22); the tenant is required to move out not less than 5 days after the notice has been served. ☐ Interference with peaceful enjoyment and reasonable privacy (Section 24); the tenant is required to move out not less than 5 days after the notice has been served.		
Part 6 Landlord Signature		
Landlord Signature		Date (month day, year)