

Ending the tenancy - Termination by the tenant

IMPORTANT: The general legal information contained in this sheet is intended to explain the different ways in which tenants can end the tenancy. **It is not intended to provide legal advice or to replace the guidance of a lawyer.**

Legal Framework: The **landlord-tenant relationship** is governed by the [Residential Tenancies Act, 2006](#) and **disputes** are decided by the Landlord and Tenant Board (LTB).

Forms: LTB **forms** can be found [here](#).

LTB website: LTB information can be found [here](#).

LTB Contact Information: Find the LTB's contact information [here](#).

INTRODUCTION

Understanding the tenancy

Tenancy is based on a **contract between landlord and tenant** called a tenancy agreement. As of **April 30, 2018**, most leases must use the **standard written lease**, signed by the landlord and tenant.

There are **two main types of tenancies** in Ontario, and the rules for **ending (terminating)** them differ:

1. Fixed-term tenancy

- The lease specifies a **set start and end date** (for example, from January 1 to December 31).
- At the end of the term, the tenancy **does not automatically end** – it usually **continues on a month-to-month basis** unless one party gives **proper written notice to terminate**.
- If a tenant moves out before the end of the fixed term without a legal reason or agreement with the landlord, they may **remain responsible for rent** until the end of the lease or until the unit is re-rented.

2. Periodic (indefinite) tenancy

- The lease **has no fixed end date**.
- It continues **month-to-month, week-to-week, or day-to-day**, depending on how rent is paid.
- Either the landlord or the tenant may **end the tenancy** by giving a **written notice** that meets the legal requirements (for example, tenants usually must give **60 days' notice** before the end of a rental period).

There are different [rules](#) for terminating a tenancy in a care home.

INDEFINITE - TERM

Month-to-month tenancy

- You may end your tenancy **by giving written notice at least 60 days in advance** (two full rental months).
- Your notice must be **in writing** (official letter or form), include the **expected date you plan to move out** and be given **at least 60 days** before the end of a rental period (usually before the 1st day of the month).
- It is recommended that you use **Form N9 – Tenant's Notice to end the tenancy**.
- For example: If you plan to move out on **November 30**, you must **give your notice no later than September 30**.

Special situations

- You can give a **28-day notice** instead of 60 days if you are moving into a **care home**, or you are leaving due to **domestic or sexual violence**. (Use **Form N15**).

FIXED-TERM ENDS

Possibilities

When the agreement (lease) ends:

- You can **let the rental continue** and your lease will automatically convert to a monthly, weekly or daily rental.
- You can **give notice (Form N9) to vacate** the unit at the end of the lease (**at least 60 days** before the end of the lease).
- You can sign a **new lease** with the landlord for a fixed period (e.g. one year).

To give notice, use Form **N9 – Tenant's Notice to End the Tenancy**. If you do not give notice, the lease continues automatically.

The termination date must be the **last day of the lease**.

FIXED TERM BUT DEPARTURE EARLY

Possibilities

You can leave the unit before the end if:

- You **make a written agreement with the landlord**. Use **Form N11 – Tenancy to Terminate a Tenancy**.
- You **assign your lease to someone else** with the landlord's consent.
- You **use the Landlord and Tenant Board (LTB)** to get the lease terminated (for example, a problem with the landlord or a non-compliant unit). Use **Form T2 – Application about Tenant's Rights** (depending on the situation).
- You are a **victim of sexual or domestic violence**. You must give **28 days'** notice using **Form N15 – Tenant's Notice to End my Tenancy Because of Fear of Sexual or Domestic Violence and Abuse** and provide a **Tenant's Statement about Sexual or Domestic Violence and Abuse** or a copy of a court **order** (e.g., restraining order).
- The landlord **did not use the standard lease** as legally required. If they don't give the **standard lease** within **21 days** of your written request, you can **give 60 days' notice** to leave the unit, even with a fixed-term lease, using **Form N9**.

In the event of early **departure without a valid notice**, the tenant **remains responsible for the rent** until the end of the lease or until a new tenant occupies the unit.

Special rules for an assignment of your tenancy (lease transfer)

Situation	Description / Explanation	Applicable Form
Definition	You ask the landlord to allow another person (assignee) to take over your lease. You permanently leave the rental unit	---
Difference with sublet	Sublet: You leave temporarily but return before the end of the lease. The person is a subtenant and pays rent to you, not the landlord.	---

	Assignment: You leave permanently; the assignee takes over the lease and pays the landlord directly.	
Landlord's consent	You must get the landlord's written consent before you transfer the unit. The landlord can refuse, but not arbitrarily or unreasonably .	---
Landlord refuses or does not respond within 7 days	You can end the tenancy by giving at least 30 days' notice (or 28 days if the rental is weekly or daily). The notice must be given no later than 30 days after the transfer request.	Form N9 – Tenant's Notice to End Tenancy
Landlord accepts assignment	You can find a new tenant and ask for landlord's consent. The latter can refuse the new person only for valid reasons .	---
Fees	The landlord may require payment of reasonable fees , such as a credit check for the new tenant, without exceeding the actual costs incurred .	---
If the landlord refuses the proposed person	If you feel the refusal is wrong, you can ask the Landlord and Tenant Board (LTB) to intervene .	Form A2 – Application about a Sublet or an Assignment
When the assignment is not permitted	Some tenancy cannot be assigned <ul style="list-style-type: none"> • subsidized, public or non-profit housing • a superintendent's unit • housing provided by an educational institution where the tenant works or is a student 	---
Mobile homes		---

	<p>Mobile homes parks and land lease communities follow specific rules. Refer to the Mobile Mobile Home Parks and Land Lease Communities for more information.</p>	
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TERMINATION OF THE TENANCY BEFORE THE END

Agreement with landlord

You and your landlord can **end the tenancy on a specific date**. This agreement, called a **termination agreement**, can be **verbal or written**, but it is **recommended that it be written** down to avoid any misunderstandings.

Form N11 – Agreement to Terminate a Tenancy can be used, but **it is not mandatory**.

Note: The landlord **cannot force you** to sign such an agreement.

CHANGE OF MIND AFTER TERMINATION

Obligation to leave on the agreed date

If you have **signed a termination agreement** with your landlord or **given a notice of termination**, you must **leave the unit on the agreed date**. You can only **stay in the unit** with the landlord's permission.

If you **don't leave on time**, or if the landlord thinks you **won't leave**, they can **apply to the Landlord and Tenant Board (LTB)** for an **eviction order**.

The **Ontario Legal Information Centre** provides free confidential legal information and referral services to persons whose legal issue is in Ontario. The Centre offers services in French and in English. **Make an appointment online** or **call us at 1-844-343-7462** (toll-free).



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