

# Moving out

This booklet covers how to give notice,  
legal ways to move out early, and  
what can happen if you do not follow  
the rules about moving out.





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## DOES THIS BOOKLET APPLY TO YOU?

This booklet is about tenants' rights under the **Residential Tenancies Act (RTA)**. The RTA applies to most rental housing in Ontario, such as rooms, apartments, houses, mobile home parks, and retirement homes.

But some rental housing is **not covered** by the RTA. For example, you might not be covered if you live in a place that is supposed to be used for business, share a kitchen or bathroom with the owner or a close family member of the owner, or live in some types of temporary or seasonal housing.

Also, the RTA does not cover some types of shared living. If you share rental housing or you rent from another tenant, CLEO's online tool at [www.cleo.on.ca/roommates](http://www.cleo.on.ca/roommates) can help you find out if you are covered.

**If your housing is not covered by the RTA, the information in this booklet does not apply to you.**

If you are not sure, see page 14 to find out where to get more information or legal help.

This booklet is **not** about what to do if your landlord wants to evict you and you want to stay. For information about eviction and other topics, please see other booklets in CLEO's Tenant Law series.

## The rules about moving out

To protect yourself from owing money to your landlord after you move out, you must do one of the following:

- give your landlord proper notice,
- make an agreement with your landlord so you can move out early,
- get your landlord to agree to let you assign or sublet your place,
- give notice if your landlord refuses to let you assign, or
- get the Landlord and Tenant Board to let you move out early.

This booklet describes each of these points.

This booklet also tells you what can happen if you do not follow the rules about moving out. And it explains what can happen to your belongings if you leave them behind when you move.

## Giving notice to your landlord

Tenants must give proper notice when they want to move. This means that you must tell your landlord in writing that you are moving. The form you use to do this is called a **Tenant's Notice to Terminate the Tenancy (Form N9)**. You can get this form from the Landlord and Tenant Board. See page 14 for contact information for the Board.

It is best to use the Form N9. But if you write a notice yourself, the notice must include:

- the address of the place you are moving out of,
- the date you are moving,
- your signature, and
- the date you signed the notice.

You do not need to give a reason why you are moving.

**IMPORTANT** *If you do not move out when your notice says you will, your landlord can apply right away to the Landlord and Tenant Board for an eviction order. Your landlord can do this without telling you or giving you any papers.*

For your notice to be legal, you must make sure that:

- you choose the right date to end your tenancy, which is called the termination date, and
- you give the notice to your landlord on time.

The right termination date and when to give notice both depend on what kind of tenancy you have. This is explained on pages 3 to 5.

**DEFINITION** *The term **tenancy** means your legal right to live in your place. Usually this right comes from an agreement between you and your landlord. This agreement might be called a tenancy agreement, a lease, or a rental agreement. The agreement does not have to be in writing to be legal. It can be a spoken agreement or even an unspoken understanding between you and your landlord.*

## Choosing the right termination date

The termination date is the day your notice says you will end your tenancy and move out. There are only certain days that you can choose as your termination date. To choose the right termination date, you need to know what kind of tenancy you have:

- If you have an agreement with the landlord to live in a place for a certain length of time, you have a **fixed-term tenancy**. The agreement is often called a lease and is usually for a one-year term. It will probably be in writing but it does not have to be. To end this kind of tenancy, you must choose the **last day of the term** as the termination day on your notice.

**NOTE** *You do not have to move out when the term ends. You have the right to stay in your place as a monthly tenant. Or, you can renew for another term if you and your landlord both agree.*

- If you do not have an agreement for a fixed term or if your term has ended, your tenancy automatically renews at the end of each rental period. The most

common rental period is a month, but for many rooming houses it is a week. This kind of tenancy is called a **periodic tenancy**. To end it, you must choose the **last day of a rental period** as the termination date on your notice. For most tenants, this is the day before the rent is due.

## When to give notice

If you pay your rent by the month or the year, or if you have any kind of fixed-term tenancy, you must give the notice to your landlord at least **60 days** before your termination date.

**EXCEPTION FOR FEBRUARY** *You can give a little less than 60 days' notice if February is one of the months in your notice period. If you want to move out the last day of February, you have until January 1 to give the notice to your landlord. And if you want to move out on March 31, you have until February 1 to give the notice to your landlord.*

If you have a periodic tenancy and pay your rent by the day or the week, you must give the notice to your landlord at least **28 days** before your termination date.

You can end any kind of tenancy on any termination date by giving at least **10 days'** notice **if** your landlord has given you a notice to move out that says your landlord wants to:

- live in your place or have a close family member or caregiver live there,
- use your place for something other than living space,

- make major repairs, or
- renovate or tear down your place.

**NOTE** *If your landlord gives you one of these kinds of notices, you might not have to move and you might have other rights. Try to get legal help.*

## How to give the notice

You can mail or fax the notice, or give it to your landlord in person. You can also deliver the notice to your landlord's agent. An agent can be someone who works for your landlord, for example, the superintendent or someone who works in the property manager's office.

Make sure to keep a copy of the notice. If you give the notice to someone in person, you can ask them to sign and date your copy.

If you mail your notice, keep a record of when you mailed it. The best way to do this is to get a receipt from the post office.

It is very important that you give your landlord the notice on time. If your notice is even one day late, your tenancy will not end on the termination date you have chosen. That might mean that you will owe your landlord more money.

**IMPORTANT** *To count the number of days correctly, start on the day after your landlord gets the notice and end on the termination date. If you mail your notice, start counting on the sixth day after you mail it.*

## Legal ways to move out early

Sometimes tenants need to move before the term of the tenancy is over, or without having enough time to give proper notice. To be sure that you will not owe extra rent if you are in this situation, you can:

- get your landlord to agree to end your tenancy,
- assign or sublet your place to a new tenant,
- give notice if your landlord refuses to let you assign, or
- get the Landlord and Tenant Board to end your tenancy.

See pages 7 to 10 for more information.

You also might be able to leave without giving proper notice if something happens that makes it impossible for you to live in your place. For example:

- there is a serious danger to your health or safety,
- your place is not fit to live in, or
- your landlord will not stop harassing you.

Try to get legal advice before you decide to move out for any of these reasons. It is usually safer to apply to the Landlord and Tenant Board first, unless the conditions are so bad that you must leave right away. Try to take photographs or gather other evidence before you leave or before your hearing at the Board. See page 14 for more information about applying to the Board.

## Making an agreement to move early

You can ask your landlord to agree to end your tenancy before the end of your rental period or term, or on short notice. Sometimes landlords are happy to do this because they are allowed to charge a new tenant more rent than they can charge you.

If your landlord agrees to this, it is a good idea to put the agreement in writing. You should both sign an **Agreement to Terminate a Tenancy (Form N11)**. You can get a blank form from the Board.

It is best to use the Form N11. But if you write an agreement yourself, it must include:

- the address of the place you are moving out of,
- a statement that you and your landlord agree to end the tenancy,
- the date the tenancy will end (which can be any date you and your landlord agree to),
- your signature and your landlord's signature, and
- the date you each signed the agreement.

Make sure you keep a copy of the agreement.

**IMPORTANT** *If you make this type of agreement but do not move on the date you agreed to, your landlord can apply right away to the Landlord and Tenant Board for an eviction order. Your landlord can do this without telling you or giving you any papers. This could happen even if the agreement was not in writing.*

## Assigning your place

Another legal way to move out early is to assign your place to a new tenant.

Assigning means that the new tenant takes over your tenancy. The new tenant does not need to make a new agreement with the landlord and the rent stays the same. If you assign your tenancy, you do **not** have the right to move back in, and you are **not** responsible if the new tenant causes damage or owes rent.

If you want to assign your place, you must ask your landlord to agree to let you do this. It is best to ask in writing and to keep a copy of your request.

If your landlord refuses to let you assign at all or does not give you an answer within 7 days, you can give your landlord a **Tenant's Notice to Terminate the Tenancy (Form N9)**. You must give your landlord the notice no later than 30 days after you asked if you could assign your place. In this situation, the usual rules about the timing of your notice do not apply. The termination date you choose does not have to be the end of the term or a rental period, and you only have to give the notice to your landlord at least 30 days before the termination date or 28 days if you have a weekly tenancy.

Your landlord can refuse to let you assign to a particular person, but only for a good reason. For example, the person caused problems for a landlord in the past, such as damaging property or not paying rent.

## Subletting your place

If you only want to leave your place for a few months and then return, you might be able to sublet to someone else while you are gone. To do this, you have to get your landlord to agree. But your landlord cannot refuse without a good reason. The rules about subletting are complicated. Try to get legal advice before you sublet.

If you sublet, you cannot charge more rent than the landlord charges you.

Be careful who you choose to sublet to. You will be responsible if that person causes damage or does not pay all the rent.

**EXCEPTION** *You cannot assign or sublet if you live in:*

- *subsidized housing,*
- *a superintendent's unit, or*
- *housing provided by a school where you work or are a student.*

## Problems with assigning and subletting

Try to get legal help if your landlord:

- says that you cannot sublet to anyone,
- says that you can sublet or assign, but then rejects the tenants you suggest without giving you a good reason,
- discriminates against people you want to assign or sublet to, for reasons such as race, religion, colour,

sex, marital status, sexual orientation, being on social assistance, or having children, or

- charges you a sublet or assignment fee that is more than your landlord had to spend on things like advertising and credit checks.

## **Applying to the Landlord and Tenant Board to end your tenancy**

You can ask the Board to let you move out early if your landlord:

- harasses you,
- refuses to fix serious repair problems,
- enters your apartment illegally,
- changes the locks and does not give you a key,
- interferes with the heat, water, electricity, or other utilities,
- does other things that make it unpleasant to live in your apartment, or
- is unreasonable when you ask to assign or sublet.

You can also ask the Board for other solutions to your problem. Try to get legal advice if you are applying to the Board.

## Moving without giving proper notice

If you do not give the right amount of notice when you move out and do not take any of the other steps described in this booklet, your tenancy will not end when you move out. And you might owe rent for the time until your tenancy does end.

If you gave a notice that was not valid, your tenancy will end on the earliest date that it could have ended if your notice had been valid.

If you did not give any notice, the rule is the same, except that the law pretends you gave a valid notice on the day your landlord found out you had moved.

Your tenancy can end sooner if a new tenant moves in. Your landlord must try to find a new tenant as soon as possible, rather than waiting until your tenancy ends. So it is usually a good idea to make it easier for your landlord to rent the place to someone else. For example, you can make sure your landlord knows when you will be moving, even if you cannot give proper notice.

## Getting evicted on purpose

Sometimes tenants who want to end their tenancy early try to get evicted on purpose, because if they move out by the termination date on their landlord's eviction notice, they will not be responsible for any rent after that date.

But if you do this, your landlord might try to sue you in court for other money. For example, your landlord might

sue you for the cost of looking for another tenant or for lost rent if your landlord cannot find another tenant right away.

The law is not clear about whether you would have to pay any of this. A judge might make you pay, especially if the judge thinks you did something on purpose to make the landlord evict you.

## Damage

When you move out, make sure your place is reasonably clean and not damaged.

If you think your landlord might try to make you pay for repairs or cleaning, make sure you have proof that you left your apartment in good shape. You could do this by taking pictures of your place when you move out. Or, you could have someone look at your place just before you leave.

Your landlord could sue you if your place is damaged. And, your landlord will probably not give you a good reference when you are looking for a new place to live.

If you paid a security deposit when your tenancy started, your landlord is **not** allowed to keep it to pay for damage. Your landlord can use your deposit only to cover the rent for the last rental period before your tenancy ends. That is why security deposits are also called last month's rent deposits or sometimes LMR.

## Personal belongings

Make sure you take all of your belongings with you when you leave your place, unless you are subletting and will be coming back.

Your landlord can keep, sell, or throw out anything you leave behind when you move after:

- giving notice,
- getting notice from your landlord, or
- making an agreement to end your tenancy.

Your landlord can do this right away, so do not leave anything behind, even for an extra day.

If you are evicted by the Sheriff, your landlord must wait 72 hours (3 full days) before taking your things. During that time, your landlord must let you come get your belongings at any time you wish between 8 a.m. and 8 p.m.

If your landlord believes you have abandoned your place, your landlord can get rid of your things by giving you 30 days' notice. Or, your landlord can apply to the Landlord and Tenant Board for an order to end your tenancy. Thirty days after the Board makes this type of order, your landlord can get rid of anything you left behind.

There are different rules about things that belonged to a tenant who has died. There are also other rules for tenants who live in mobile homes or land lease homes. See the next section, **Where to get help**, if you need more information about this.

## Where to get help

For legal help or advice, you can contact a community legal clinic or a lawyer. Across Ontario, **community legal clinics** give free legal help to tenants who have low incomes.

To find the nearest community legal clinic, go to Legal Aid Ontario's web site at <[www.legalaid.on.ca](http://www.legalaid.on.ca)>. Click on **CONTACT LAO** then **COMMUNITY LEGAL CLINICS**. Or call Legal Aid Ontario at:

Toll-free . . . . .	<b>1-800-668-8258</b>
Toll-free TTY . . . . .	<b>1-866-641-8867</b>
Toronto area TTY . . . . .	<b>416-598-8867</b>

You can also see CLEO's booklet called **Getting legal help: Community Legal Clinics in Ontario**. To view it online, go to <[www.cleo.on.ca](http://www.cleo.on.ca)> and click on **VIEW MATERIALS** then **LEGAL SERVICES**. To find out how to order it, check the back cover of this pamphlet.

You can contact the **Landlord and Tenant Board** for application forms and for general information about landlord and tenant issues. The Board cannot give you legal advice.

The Board's web site address is <[www.ltb.gov.on.ca](http://www.ltb.gov.on.ca)>. You can call the Board at **1-888-332-3234** or **416-645-8080**.

It costs \$45 to make some types of applications to the Board and others are free. You might get your money back if you win your case.

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**This publication** contains general information. It is not a substitute for getting legal advice for your particular situation.

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