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Ending a Tenancy

It is important to understand the proper way to end a tenancy in order to avoid any problems between the landlord and tenant. This fact sheet touches on when a tenancy ends, the proper way to provide notice, what happens when proper notice is not provided, and the moving out process.

1. When a Tenancy Ends

A tenancy ends in situations where:

- I. the tenant or landlord gives proper notice to end the tenancy (more information about providing proper notice can be found at part 2 below);
- II. the tenant and landlord mutually agree to end the tenancy;
- III. a material term of the tenancy is broken. A material term is one that both parties agree is so important that breaking that term gives the other party a right to end the agreement. For example, if the tenant fails to pay rent in a timely manner. Another example is if the landlord fails to provide a service that was included in the tenancy agreement, such as heat, electricity, or water.

2. How to provide proper notice

Tenants:



- I. A tenant must provide a notice to end tenancy at least one month before the intended move out date and at least one month before the final month’s rent is due;
- II. There is no standard form for the notice. Tenants can create their own version of a notice letter;
- III. We recommend that the letter be in writing. A sample notice to end a tenancy can be found [here](#);
- IV. The notice must include:
 - a. Tenant’s name;
 - b. Date;
 - c. Address of the rental unit;
 - d. Date the tenant plans to move out;
 - e. Tenant’s signature.

Landlords:

- I. The notice requirements for landlords vary depending on the situation. The table below lists some examples:

Amount of Notice	Reason
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10 Day Notice	-Unpaid rent or utilities (tenant must pay in 5 days otherwise the matter will go to the Residential Tenancy Branch for a decision about possession)
One Month	-Unpaid security deposit -Regularly late rent payments (at least 3 times) -Extraordinary damage caused to the rental unit -Subletting the rental unit without the landlord's consent -Unreasonable number of occupants living in the rental unit
Two Months	-If the landlord plans to use the property for a close family member -If the landlord is selling the property and the new owner, or close family member of the new owner, will live in the unit
Four Months	-Major construction to the rental unit, such as demolishing it or converting the unit into another use

3. When proper notice is not provided



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If a tenant fails to provide proper notice to the landlord, the tenant may have to pay compensation to the landlord for any lost rent money. For a fixed term tenancy, breaking the term before the end of the fixed term may require the tenant to pay for lost rent and advertising fees while the landlord searches for a new tenant.

Similarly, if a landlord fails to provide proper notice, the tenant may be eligible to receive compensation. The amount of compensation varies depending on the circumstances. More information about compensation for different types of notices can be found [here](#).

4. The process of moving out

i. Step 1: Clean the Unit

The tenant should clean the floors, appliances, window coverings, baseboards, etc. The tenant should also repair any excessive nail holes or damage to the walls.

ii. Step 2: Conduct an inspection of the rental unit with the landlord

The tenant should walk through the rental unit along with the landlord and compare the move-in Condition Inspection Report to the move-out Condition Inspection Report. All damages and concerns should be noted in the move-out Condition Inspection Report.

iii. Step 3: Sign the Condition Inspection Report

If the tenant and landlord agree with the Condition Inspection Report, both parties should sign the report. The landlord needs to provide a copy of the report to the tenant within 15 days of the inspection.

iv. Step 4: Return the keys to the rental unit to the landlord

The tenant should return the keys to the landlord to officially transfer possession.

v. Step 5: Receive security deposit

Unless there is damage to the unit that needs to be covered by the security deposit, the landlord should return the tenant's security deposit within 15 days

For more information about the process of moving out of a rental unit, including a helpful video explaining the process, click [here](#).