



# Residential Tenancies

## Ending a Tenancy - Tenants

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<http://www.dal.ca/faculty/law/dlas/public-legal-education.html>

## Unilateral Termination

A tenant may terminate their lease at any time by simply moving out of their rented unit, and ceasing to pay rent. This is known as unilateral termination as it is done absent an Order terminating the lease or the landlord's consent.

Should a tenant decide to unilaterally terminate their lease they are responsible for the rent owing for the term of their lease subject to their landlord's duty to attempt recover any financial loss they suffer, i.e. by re-renting the unit. It is also highly likely that the landlord will retain the tenant's security deposit regardless of whether they suffer a financial loss or not.

Given the financial risks of unilateral termination it should only be considered if it would be unsafe for a tenant to remain in their rental unit pending a hearing seeking an Order terminating their lease.

## Notice to Quit

*RTA section 10(1), 10(4) & 15(1)*

A tenant can provide Notice to Quit provided they meet the following notice periods:

- i. In the case of a yearly tenancy Notice to Quit must be provided **3 months** prior to the anniversary date;
- ii. In the case of a monthly tenancy Notice to Quit must be provided **1 month** prior to the expiry of that month; and
- iii. In the case of a weekly tenancy Notice to Quit must be provided **1 week** prior to the expiry of that week.

A Notice to Quit **must** be in the form prescribed by regulation:

<http://www.gov.ns.ca/snsmr/pdf/ans-rtp-form-C-tenants-notice-to-quit.pdf>

The completed Notice to Quit form **must** be served on the landlord either personally or via registered mail.

## Early Termination upon Income Reduction or for Health Reasons

*RTA sections 10(B) & 10(C)*

A tenant in a yearly or fixed term tenancy may provide one month's Notice to Quit if:

- i. They have a significant deterioration in their health; **and**
- ii. It results in a decrease in their income such that they cannot afford their rent and other reasonable expenses (or portions thereof if they are shared); **or**
- iii. It results in the tenant, in the opinion of a medical practitioner, being unable to continue the tenancy, **or** the unit is rendered inaccessible to the tenant.
- iv. If the preceding conditions are met a tenant may serve their landlord (either personally or by registered mail) with a completed Notice to Quit and Physician's Certificate as prescribed by the regulations:

<http://www.gov.ns.ca/snsmr/pdf/ans-rtp-form-G-H-tenants-notice-to-quit-early.pdf>

The Notice to Quit must also be served on all other tenants in the same rental unit.

If a tenancy is terminated due to income reduction, or for health reasons it is terminated for **all** the tenants in the same rental unit. However, if there are any remaining tenants they can sign a new lease with the consent of the landlord. A landlord can only withhold their consent if they have a legitimate reason.

### Early Termination upon Acceptance into a Home

*RTA section 10(D)*

A tenant in a yearly or fixed term tenancy may provide one month's Notice to Quit upon permanent acceptance into a nursing home or home for special care.

The Notice to Quit form is the same as the form for early termination for reduction in income or health reasons. The only difference being that the physician's certificate does not need to be completed.

As indicated on the form a tenant also requires a letter from the nursing home or home for special care confirming acceptance of the tenant.

### Early Termination upon Death of a Tenant

*RTA section 10(E)*

If a tenant in a yearly or fixed term tenancy dies, and there are no other tenants in the same residential premises, a personal representative of the deceased tenant may give one month's Notice to Quit.

The Notice to Quit must be in the form prescribed by the *Regulations*:

<http://www.gov.ns.ca/snsmr/pdf/ans-rtp-form-l-tenants-notice-to-quit-personal.pdf>

### Early Termination due to Domestic Violence

*RTA section 10(F) – 10(H)*

A tenant in a yearly or fixed term tenancy may provide one month's Notice to Quit if they are a victim of domestic violence.

A tenant wishing to rely on this provision must contact Victim Services at **1-888-470-0773**. Victim Services will assist the tenant in obtaining a Domestic Violence Certificate, as well as serving the Certificate along with the appropriate Notice to Quit on their landlord.

The Certificate issued by the Director of Victim Services **must** be served on the landlord no later than **60 days** after it is issued, and a landlord **must** keep the information contained in the certificate confidential.

If a tenancy is terminated pursuant to this provision it is terminated for all tenants in the same residential premises. However, any remaining tenants may enter into a new lease with the landlord.

## Violation of Statutory Conditions

A tenant may seek to end their tenancy if their landlord fails to live up to their Statutory Obligations as contained in the *RTA* – i.e. the rental unit is not kept in a state of good repair and fit for habitation.

There is no specific Notice to Quit prescribed by the *Regulations* for this circumstance. Normally a tenant would simply file an Application seeking the termination of their tenancy as a result of the landlord's failure to live up to their obligations.

## **Security Deposits**

*RTA sections 12(5) – 12(7)*

If at the end of a tenancy a landlord wishes to retain all or any portion of a security deposit to cover outstanding rent or any other expenses incurred, and the tenant does not consent in writing, the landlord **must** file an Application within **10 days** of the end of the tenancy.

If a tenant does not consent in writing, or the landlord does not file an Application the landlord **must** return the security deposit in full (with interest) to the tenant within **10 days** of the end of the tenancy.

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Dalhousie Legal Aid Service would like to gratefully acknowledge and thank the [Law Foundation of Ontario](#) for its financial support of LEAP.

## Disclaimer

This document contains general legal information and not legal advice. **If you need advice about a specific legal problem then you should contact a lawyer.** If you will have difficulty affording a lawyer then you should contact [Nova Scotia Legal Aid](#) or [the Legal Information Society of Nova Scotia's lawyer referral service](#).

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