

# for landlords & tenants

## notice to terminate the tenancy

*“confident consumers – protected communities”*

*“for the purposes of terminating a tenancy, it is important to know what the term of the tenancy is”*

### Notice to terminate a tenancy

In Yukon, the [Landlord and Tenant Act](#), Part 4 applies to most people who rent the place where they live. This law sets out the rights and responsibilities that apply to landlords and tenants.

The periods of notice required differ depending upon whether the tenancy is weekly, monthly, or yearly. A landlord may give notice to the tenant as follows:

#### 1) Week to week tenancy

A landlord must give a tenant notice of one week. The notice must be given before the first day of the tenancy week to be effective on the last day of the tenancy week.

A tenant must give a landlord notice of one week. The notice must be given before the first day of the tenancy week to be effective on the last day of the tenancy week.

For example, if a tenancy week goes from Friday to Thursday, the notice must be given before Friday to be effective the next Thursday.

#### 2) Month to month tenancy

A landlord must give a tenant a one month notice. The notice must be given before the first day of the monthly tenancy.

For example, if the tenancy month runs from the first of each month, a notice given before March 1 will be effective March 31.

A tenant must give a landlord notice of one tenancy month. The notice must be given before the first day of the one-month notice period.

For example, if the tenancy month runs from the first of each month, a notice given by a tenant before March 1 will be effective March 31.

#### 3) Yearly tenancy

A landlord must give a tenant notice before the 90<sup>th</sup> day before the last day of any tenancy year.

For example, if the tenancy year runs from January 1 until

the tenancy from  
**Yukon**  
Community Services

December 31, a landlord must give notice before October 1.

A tenant must give a landlord notice before the 90<sup>th</sup> day before the last day of any tenancy year.

For example, if the tenancy year runs from January 1 until December 31, a tenant must give notice before October 1.

#### **4) Fixed term tenancy**

A fixed term tenancy agreement is a contract between two or more parties providing for a tenancy for a fixed period of time – start/end date.

The agreement can only be changed with all of the parties to the contract. Parties who are not in agreement and are involved in a fixed term agreement may want to seek legal advice when amending or ending a contract of this nature.

#### **Notice for periodic tenancy**

A tenant or landlord can give notice to end a periodic tenancy for any reason.

It is important for the landlord and tenant to follow the notice requirements with regard to periods of notice and forms of notice contained in the [Landlord & Tenant Act](#).

#### **Notice for substantial breach**

A landlord can give a notice of 14 days to end the tenancy where a tenant has committed a substantial breach.

Substantial breach occurs if the tenant has not met a required obligation set out in the [Landlord and Tenant Act](#) (Part 4), or if the tenant has committed a series of breaches of the tenancy agreement;

which taken together are substantial - for example non-payment of rent.

A breach would arise where a tenant has not lived up to his obligations under the terms of the tenancy agreement.

The tenant's obligations required under the Act are:

- To pay the rent when it is due
- Not to interfere in any significant manner with the rights of either the landlord or other tenants in the premises, the common areas; or the property of which they form a part;
- Not to perform illegal acts or to carry on illegal trade, business, or occupation in the premises, the common areas, or the property of which they form a part;
- Not to endanger persons or property in the premises, the common areas, or the property of which they form a part;
- To repair damage to the premises, the common areas, or the property of which they form a part caused by the tenant's willful or negligent conduct or by that of persons permitted by the tenant to enter the premises, the common areas, or the property of which they form a part;
- To maintain the premises and any property rented with it in a reasonably clean condition;
- Not to use the premises for other than residential purposes except with the advance consent of the landlord, which shall not be withheld unreasonably;
- To vacate the premises on the expiration or termination of the tenancy.

#### **How is notice given?**

A 14 day notice for substantial breach of the tenancy agreement must be given to the tenant in writing, and must be signed

by the landlord or his agent. The notice must identify the premises, state what the tenant did that breached the tenancy agreement, and state the date that the tenancy will end. A tenant must have a full 14 days before he has to move. The first day of the notice period is excluded; the last day is included in the “14-day” count.

## Delivery of notice

Notice by either the landlord or the tenant can be given in person, or sent by registered mail to the other party. If sent by registered mail, it will be deemed to have been given on the fifth day after the date of mailing.

## Objection to notice by tenant

If the tenant objects to the 14-day notice, and wants to take the matter further, he must make application to the courts.

The hearing will go before a judge and the judge will make a declaratory order. This order is in respect to the validity of the termination of tenancy – the judge may confirm or invalidate the termination notice.

## Shorter period of notice

A landlord can make an emergency application to the courts to have the tenant evicted earlier than the 14-day period. This application is only granted in extreme circumstances.

## Remedies available from court

A landlord can apply to court for:

- Possession of the premises where a tenant has stayed after a tenancy is

over or has been terminated (over-holding tenant).

- Termination of the tenancy for substantial breach of the tenancy agreement.
- Compensation where a tenant has stayed in the premises after a tenancy is over, or has been terminated (over-holding tenant).
- Recovery of rent that has not been paid.
- Recovery of damages in respect of the breach of the tenancy agreement.

## Notice period where termination is linked to employment

If the tenant is employed by the landlord and the employment is terminated, the period of notice required is the term agreed upon by the landlord and tenant.

Either party may seek independent legal advice in regard to the notice required if there is no contract in place.

## Need more information

Landlords and tenants can learn more about their rights and responsibilities under the [Landlord and Tenant Act](#) by contacting [Consumer Services](#). Phone 667-5111, or toll-free outside of Whitehorse 1-800-661-0408.

*This tipsheet provides general information about the Landlord and Tenant Act. To interpret or apply the legislation, the Act should be consulted.*