



## NOTICE TO VACATE

Name: 1) \_\_\_\_\_ 2) \_\_\_\_\_

Address: \_\_\_\_\_ Apt#: \_\_\_\_\_ Apartment Size \_\_\_\_\_

Current monthly rent \$ \_\_\_\_\_

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I / We the resident(s) of the above mentioned apartment hereby give notice of our intent to vacate said apartment on: \_\_\_\_\_ .

Date (Must be last day of month)

Tenant 1 Signature: \_\_\_\_\_

Tenant 2 Signature: \_\_\_\_\_ Transfer Y / N

Forwarding Address: \_\_\_\_\_

Reason for Departure \_\_\_\_\_

**Parking Space: Yes/No**      **Bicycle Rack: Yes / No**      **St. Locker: Yes / No**      **Laundry Card: Yes / No**  
Space #: \_\_\_\_\_      Rack #: \_\_\_\_\_      Locker #: \_\_\_\_\_      Card #: \_\_\_\_\_

Attached is the Tenant's Notice to Terminate the Tenancy, Form N9, which must be completed. Please Note: Although the provisions of the Residential Tenancies Act generally apply to the housing provided by the University Student Family Housing, there are some specific exemptions from the Act applicable to the University and students. In particular, the sections of the Residential Tenancies Act that govern the assignment or subletting of rental units do not apply to the Student Family Housing. Tenants are not allowed to sublet or assign their rental units. Therefore, Tenants are NOT entitled to give 30 days notice of their intention to terminate their lease when the University refuses to allow them to assign their rental unit. Tenants must provide the University with at least 60 days written notice and the last day of the notice period must be the end of the month. Tenants who fail to provide proper notice of their intention to vacate their rental unit are responsible for the rent due until the term of the lease or the proper notice period has elapsed.

**Office Use Only**

- Apartment Size: \_\_\_\_\_
- REFRESH RENT \_\_\_\_\_  
UPGRADE RENT \_\_\_\_\_
- Move In Date: \_\_\_\_\_ (DEPENDS ON REFRESH OR UPGRADE)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

<b>To:</b> (Landlord's name and address)	<b>From:</b> (Tenant's name and address)
<b>Address of the Rental Unit:</b>	

**Termination  
Date**

I am giving you notice that I am terminating my tenancy. The last day of my tenancy will be \_\_\_\_\_ . I will move out of the rental unit on or before this date.  
(day/month/year)

**Important  
Information**

1. A tenant must give the landlord this notice as follows:
  - **If the tenancy is a daily or weekly tenancy**, the tenant must give the landlord at least 28 days notice. Also, the termination date must be the last day of the rental period.
  - **For all other types of tenancies**, such as monthly, the tenant must give the landlord at least 60 days notice. Also, the termination date must be the last day of the rental period or the last day of the fixed term tenancy.

**Note:** A special rule permits less than 60 days notice in two cases: notice for the end of February can be given no later than January 1st, and notice for the end of March can be given no later than February 1st.
  - **If the tenant is giving this notice because the landlord has refused to allow the tenant to assign the rental unit**, the tenant must give the landlord at least 28 days notice for daily or weekly tenancies; for all other types of tenancies the tenant must give at least 30 days notice. The termination date does not have to be at the end of a rental period.
  - **If the tenant is giving this notice because the landlord has given the tenant a notice of termination** for landlord's or purchaser's own use, conversion, demolition, repairs or renovations and the tenant wishes to leave earlier than the date in the landlord's notice, the tenant must give the landlord at least 10 calendar days written notice to terminate any type of tenancy. The termination date does not have to be at the end of a rental period.
  - **If the tenant is in a care home**, the tenant may terminate the tenancy at any time by giving the landlord at least 30 days notice. The termination date does not have to be at the end of a rental period.
  - Where a tenant of a care home gives a 30-day notice of termination to a landlord, the tenant may also give the landlord a 10-day notice to stop providing care services and meals. Where a tenant gives the 10-day notice, the tenant is not required to pay for the care services and meals after the end of the 10-day period.
  - Where a tenant in a care home dies, the estate is not obligated to pay for care services and meals that would otherwise have been provided under the tenancy agreement, more than 10 days after the death of the tenant. However, if the tenant dies and there are no other tenants in that tenant's rental unit, the estate would still be responsible for the rent for 30 days after the tenant's death.



