

Termination of Tenancy

Your landlord can't simply tell you to move whenever he decides he does not want you living in his property anymore. The landlord must give you the notice required by law before he can terminate your tenancy. If you have a month-to-month tenancy, the most common type, your landlord must give you notice a full rental period before requiring you to vacate the property. If, for example, you pay rent on the first of the month and are given notice on the tenth, you have until the end of the **next** month to move. Some of the reasons your landlord may require you to leave with less notice than this include:

- ◆ 10-day notice for serious breach of the rental agreement
- ◆ 7-day notice for failure to pay rent
- ◆ 5-day notice for engaging in illegal activity
- ◆ 5-day notice for failure to pay utility bills
- ◆ 24-hour notice for intentionally causing more than \$400 damage to the property

Frequently, you will have an opportunity to correct the problem that resulted in your landlord giving notice.

- ◆ If you receive notice of a breach of your rental agreement you can fix the problem within ten days, but if you breach the agreement in the same way more than once in a six-month period, your landlord can evict you with only a five-day notice and you will not be able to correct the problem.
- ◆ If you receive notice for failure to pay rent, your landlord is not obligated to accept an offer of partial payment, but if he does he must serve another notice before attempting to evict you if you do not pay the rest.
- ◆ If you receive notice for failure to pay utility bills, you can stop the eviction by restoring utility services within three days of receiving notice and repaying any amount your landlord paid to the utility company. If the same problem occurs again within six months, your landlord can serve a three-day notice and you will not have an opportunity to restore the service.

