

## Rules About Notice

### How much notice do landlords need to give?

The amount of notice depends on

- the reason for the notice
- the type of tenancy agreement
- the vacancy rate in the area

If the rental unit has been sold and the purchaser wants to move in

Type of Tenancy Agreement	Vacancy Rate	Period of Notice Required
The tenancy agreement does not specify a date for it to end	3% or higher	1 month's notice
The tenancy agreement does not specify a date for it to end	Less than 3%	3 months' notice
The tenancy agreement specifies a date for it to end	Not applicable	3 months' notice

If the landlord wants to move into the rental unit or the landlord plans to demolish the rental unit, change its use or do renovations that are so extensive that the tenant cannot live in the unit while the work is being done

Vacancy Rate	Period of Notice Required
Less than 2%	5 months' notice
From 2% to 2.9%	4 months' notice
3% or higher	3 months' notice

### What happens if the tenant is on a fixed-term tenancy agreement?

The notice cannot take effect until the end date of the tenancy agreement. For example: A tenant is on a fixed-term tenancy agreement from January 1 to December 31. The landlord plans to do extensive renovations and needs the tenant to move. The vacancy rate is less than 2%. The landlord cannot ask the tenant to move out before the tenancy agreement ends. To have the tenant move on December 31, the landlord must give the tenant the notice to move out of the rental unit on or before July 31.

### **What happens if the tenant has school age children?**

If a tenant has children who are attending a school that is reasonably accessible to the rental unit, the landlord cannot require the tenant to move before the end of the school year. If the tenant is on a month to month tenancy agreement, the landlord may give notice asking the tenant to move out of the rental unit on June 30. If the tenant is on a fixed-term tenancy agreement that ends during the school year, the landlord can give the tenant notice that the tenancy agreement will not be renewed, but the tenant has the right to remain in the rental unit until June 30. For example: A tenant is on a fixed-term tenancy agreement from April 1 to March 31. The landlord plans to do extensive renovations and needs the tenant to move. The vacancy rate is less than 2%. The landlord gives the tenant notice on or before October 31 to terminate the tenancy agreement March 31. The tenant has the right to stay in the unit until the end of June.

### **Are there any special rules when a landlord gives a tenant notice to move because a purchaser or the landlord wants to move into the rental unit?**

On the notice to move, the landlord must show who is going to be moving into the unit. The person identified on the notice must move into the unit within a reasonable period of time (e.g. 2-3 months) and after moving in, must live in the rental unit for at least 12 months. If a purchaser or landlord does not move in within a reasonable time or does not live in the unit for a year, the Branch may order that person to pay compensation to the former tenant.

When giving tenants notice to move, landlords must use the forms set out in the Residential Tenancies Regulation. For fill and print versions of the forms, [click here](#).