

A Review of Canadian Eviction Filing Processes

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Balanced Supply of Housing

EVICTIION NOTICE

Dear tenant,

The reason for this eviction notice is:
In connection with the resulting rent debt, you must leave the
ing space within 30 days and not later than
Under the every month, you were obliged to
1st of every month. The administration
violated all the terms



**Balanced
Supply
of Housing**

Academic / Community Partnership

Land Acknowledgment: The Balanced Supply of Housing at the University of British Columbia is on the traditional, ancestral and unceded territories of the x̣ẉṃə̣θ̣ḳẉə̣ỵəm (Musqueam) People, and we would also like to acknowledge that Metro Vancouver is on the unceded territory of the Coast Salish Peoples, including the territories of the x̣ẉṃə̣θ̣ḳẉə̣ỵəm (Musqueam), Sḳẉx̣ẉụ́7̣mesh (Squamish), Stó:lō and sə̣ḷiḷẉə̣ṭạł̣/ Selilwitulh (Tsleil-Waututh) Nations.

Acknowledgments: We would like to thank Dr. Alexandra Flynn for her vision for this research project. In early 2024, Dr. Flynn conceptualized a set of eviction maps that would help summarize the process that tenants and landlords needed to move through in each of the provinces. Under Dr. Flynn's supervision, law student Lillian Callender drafted a set of process maps that formed the basis to this work. We are also thankful to legal research assistants, Lauren Ferguson and Ella Barret. Lauren Ferguson completed a first draft of this document in 2024 and also engaged with legal experts across the country to track down interpretations. Ella Barret's attention to detail was instrumental to bringing this review to its current stage. Thank you also to the worklearn student, Sheila Suredja, for making updates to this document after Bill 30 was passed in Ontario.

We would also like to thank legal experts across the country for their feedback and help with interpretation. Thanks to Margaret Flynn and Jeremy Wildeman for suggesting legal advocates to connect with across the country. Thanks to Robert Patterson and Zuzana Modrovic at TRAC and Sarah Marsden at First United provided invaluable insights into the laws in British Columbia. Laura Buckingham at the Alberta Law Reform Institute helped answer all our questions, especially in regards to appeals and notice. Dr. Sarah Buhler at the University of Saskatchewan knows the RTA like the back of her hand. In Ontario, ACTO's Douglas Kwan and Melissa Nishioka helped clarify the onus for filing and shed light on deemed renewals and appeals. Adam Mongrain at Vivre en Ville in Quebec helped us understand wider policy including vacancy control and specific eviction processes. Thanks to Jeanette Savoie at the University of New Brunswick for bringing clarity to the provinces opaque and antiquated laws. Thanks also to Nora MacIntosh for the careful review of Nova Scotia section, and updates. Last but not least, we'd like to thank Garreth McGrath at the Public Legal Information Association in Newfoundland and Labrador for helping us understand group evictions.

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Balanced Supply of Housing

The Balanced Supply of Housing (BSH) is a CMHC-SSHRC funded partnership grant led by Dr. Alexandra Flynn and housed at the University of British Columbia's Allard School of Law. It is a collaborative network of academic researchers and community partners that conduct rigorous community-based research and data analysis to foster a just and equitable housing system through knowledge generation and mobilization. Our goal is to inform policy and systemic changes to address socio-economic and racial inequalities so that the right to housing is realized and everyone is housed well.

Recommended Citation: McKay, A. Ferguson, L. Barret, E. (2026) A Review of Canadian Eviction Filing Processes. Balanced Supply of Housing, the University of British Columbia. bsh.ubc.ca

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Introduction

As of 2021, just under 5 million Canadian households were renters, representing 1 in 3 Canadian households¹. While home ownership remains the norm across Canada, homeownership rates are declining, and in some urban centres—such as Vancouver, where 54.5% of households rent²—renters now outnumber owners.

This demographic shift highlights a growing inequality: homeowners enjoy stability and protections that are not extended to renters. Canadian renters face limited protections against forced moves, with no-fault evictions accounting for over half of all forced moves³, steep rent increases⁴, and inadequate recourse for poor-quality housing. These vulnerabilities stem from the patchwork of provincial and territorial rental regulations across Canada, which vary widely in their protections.

Alternative models demonstrate that this inequality is not inevitable. In Denmark, for example, the principle of “tenure neutrality” ensures that renters and owners have comparable rights: after two years, renters gain indefinite tenure, benefit from strict rent controls, and are guaranteed quality housing standards⁵. Tenure neutrality—the policy principle that housing rights should not depend on whether one rents or owns—offers a framework for addressing Canada’s rental crisis.

When Canada signed the *National Housing Strategy Act* (S.C. 2019, c. 29, s. 313), it adopted a human rights framework recognizing housing as a fundamental human right. To fulfill this legal obligation, Canada must strengthen protections for renters and move toward tenure neutrality. This means ensuring that all Canadians, regardless of tenure type, have security of tenure, protection from arbitrary displacement, affordable housing costs, and access to safe, adequate housing—the core elements of the right to housing.

Comparing tenancy protections across provinces allows us to understand how different legal frameworks shape the experiences of renters and landlords across Canada. An important mechanism to identify gaps or inconsistencies that affect housing security and fairness, the analysis in this report provides an overview of the eviction process in each province, current to this publication (January 2026). It provides tenants, landlords, and advocates with a general understanding of the different legislated schemes governing evictions.

The findings in this publication are not legal advice, nor should they be relied upon for accuracy. If you are a tenant facing eviction or landlord that is looking for dispute resolution, we encourage you to seek legal advice from advocates in your province. Furthermore, legal protections do not always translate into practice. This analysis reflects provincial laws governed by Residential Tenancy Acts and does not reflect how these laws are interpreted or put into practice by arbitrators or actors that enforce these laws.

1 Statistics Canada. 2023. (table). Census Profile. 2021 Census of Population. [Statistics Canada Catalogue no. 98-316-X2021001](#). Ottawa. Released November 15, 2023

2 [Renter Households by Census Mapper Based on Canada Census Data](#) reports that 54.5% of households rented in the City of Vancouver as of 2021.

3 Xuereb S, Jones C. (2023) “[Estimating No-Fault Evictions in Canada](#).” BSH Final Report

4 August M, Mah J (2025) “[Evictions, spatial inequality, and the financialization of rental housing in Toronto](#).” Urban Geography

5 Whitzman, Carolyn (2024) “Home Truths: Fixing Canada’s Housing Crisis.” On Point Press

Review Process

This document outlines residential tenancy laws related to evictions across Canada's provinces and is the first review of its kind to our knowledge⁶. We started this review by identifying Residential Tenancy Acts across the country and worked to codify the process into maps (See Eviction Process Maps) that show the process that landlords needed to move through in order to legally evict a tenant, as well as the steps that a tenant needs to take to dispute an eviction. Given the complexities of the laws in each province that governed this process, there was also a need for an overarching framework to understand key elements of the process. Four overarching steps were identified: notice of termination, dispute period, hearing and decision, and order of possession.

- **Notice of termination:** an eviction starts with a formal notice of a landlord's intention to evict a tenant. Often this is a document that sets out the terms of the termination, including how long the tenant has to respond as well as the expected move out date if they do not dispute the notice or void the notice by resolving the dispute (e.g., by paying rent).
- **Dispute period:** the dispute period is the tenant's opportunity to respond. This dispute period also often includes a formal filing with the provinces' residential tenancy tribunal, which may be part of the tenants' steps to dispute the notice or a separate step.
- **Hearing and decision:** the hearing and decision is the tenant's, landlord's, or their representative's opportunity to present evidence to an arbitrator and make their case as to why the eviction should or should not move forward. This section includes information on how participatory hearings are conducted in each province and what kind of decisions can be ordered.
- **Order of possession:** Finally, the order of possession includes the process of enforcing an eviction if after the hearing and decision, the evidence supports ending the tenancy. This often includes notifying the appropriate body (e.g., the Sherriff's office) that has the authority to enforce an eviction (e.g., by changing the locks).

It is important to note that this report does not capture the entirety of the eviction process, such as the precursors to evictions which might include notice to tenants, mitigation efforts taken by tenants, the challenges a landlord may face when rent is unpaid, and the consequences and lived experiences after an order of possession is enforced.⁷ Furthermore, it does not capture different interpretations of the law that arbitrators may take into account when making a decision or case law to date. Rather, this overview is an opportunity to understand the different legislative frameworks across Canada and how they shape security of tenure across the country. Dedicated advocates and local organizations have detailed legal education resources and local expertise that helped inform this report.

6 Clark and Gold's (2024) "The effects of residential-landlord tenant laws: New evidence from Canadian reforms using census data" and Charles (2016) "Comparing Canada's Provincial Residential Tenancies Acts" both provide some comparative analysis of provincial residential tenancy acts but focus on landlord and tenant obligations to repair and maintain the unit.

7 Wachsmuth, D. et al. The Lived Experience of Eviction in Canada (2023) Montreal: Urban Politics and Governance research group, McGill University.

EVICTON NOTICE

To repay the debt under the Student Guarantee Agreement as you have entered into a loan guarantee agreement dated to the to guarantee the loan debt of the in the amount of .Balt (...Balt net). Now it appears that has breached the promise given to . Namely..... He did not come to settle the debt as promised to be by this book, I, the attorney authorized by the, hereby inform you to repay the debt under the said contract by requiring you to pay the amount of

Balt net must be completed within 7 days from receipt of this letter, which shall be reminded to pay for the last time before proceeding with the prosecution immediately after the expiry of such time. We sincerely hope that you will comply within the time. Otherwise, It is necessary for me to prosecute the law to the end.

yours truly Attorney General

Provincial Processes

British Columbia

British Columbia Stage 1: Notice of Termination

For a landlord to end a tenancy in British Columbia, landlords must give tenants written notice in a form compliant with *section 52* of the *Residential Tenancy Act, S.B.C. 2002, c. 78* ["BC RTA"]. This requires the notice to be in writing, signed and dated by the person giving notice, and state the address of the unit, the grounds for termination, and effective date of termination. Notice to terminate a tenancy may be given for the following reasons:

Reason for Eviction	Form	Provisions in BC RTA	Notice Required
Non-payment of rent or utilities	RTB-30	section 46	10 days
Cause including: <ul style="list-style-type: none"> Repeated late rent Interfering with or unreasonably disturbing other occupants or landlord Unreasonable number of occupants Failing to comply with a material term Causing extraordinary damage (including by person permitted by the tenant on the property) Jeopardizing the safety of others See <i>section 47(1)(a)-47(1)(l)</i> for full list.	RTB-33	section 47	1 month
Early end to tenancy for serious causes including: <ul style="list-style-type: none"> Significant interference or unreasonable disturbance of landlord or other occupant Seriously jeopardizing health, safety, or lawful right of another occupant or the landlord Putting landlord's property at significant risk Engaging in illegal activity likely to cause damage or interference See full list set out in <i>s. 56(2)</i> and the regulations. ⁸	Form RTB-12-EXH	section 56	Notice to tenant not required if order ending tenancy has been granted per <i>s. 56(3)</i> , but landlords must still notify tenants of the hearing at the Residential Tenancy Branch ("RTB"). Landlord must establish both the reason for eviction and that it would be unreasonable to wait for a one month notice to take effect.

⁸ Residential Tenancy Regulation B.C. Reg. 477/2003.

Reason for Eviction	Form	Provisions in BC RTA	Notice Required
End of employment with landlord	RTB-33	section 48	1 month (and not earlier than end date of tenant employment)
Tenant no longer qualifies for subsidized housing	RTB-32Q	section 49.1	2 months
Landlord's use of property⁹: <ul style="list-style-type: none"> Individual landlord or close family member intends, in good faith, to occupy the rental unit With respect to corporate landlords, a person owning voting shares in the corporation, or their family member, intends to occupy the unit A purchaser who asks the landlord in writing to end tenancy so they or their family member can move in 	RTB-32L	sections 49(3), 49(4), and 49(5)	3 months
Demolition or conversion of rental unit	RTB-29	section 49(6)	4 months

British Columbia Stage 2: Dispute Period

Voiding a Notice

A tenant may void a 10-day notice for non-payment of rent by paying rent in full within five days of receiving the notice.¹⁰

Disputing a Notice

If a tenant wishes to dispute the notice to end tenancy, they must file a dispute resolution form with the Residential Tenancy Branch ("RTB") in the applicable time period.

The time period for disputes are:

1. Five days for notice of termination for non-payment of rent¹¹
2. Ten days for notice of termination for cause¹²
3. Twenty-one days for termination for purchaser's use¹³
4. Thirty days for notice of termination for landlord's use of property¹⁴

⁹ Landlord's use of property does not apply in buildings with 5 or more rental units *BC RTA 49(6.1)*

¹⁰ *BC RTA s. 46(4)(a)*.

¹¹ *BC RTA s. 46(4)(b)*.

¹² *BC RTA s. 47(4)*.

¹³ *Residential Tenancy Regulation, B.C. Reg. 477/2003 at s. 42.3.*

¹⁴ *BC RTA s. 49(8)(a)*.

5. Fifteen days for notice of tenant ceasing to qualify for property¹⁵
6. Thirty days for notice of demolition or conversion of the property¹⁶

Notices for demolition or conversion of property are unique in that the landlord must first file for a dispute resolution hearing with the RTB and satisfy the director that:

- the landlord intends in good faith to renovate or repair the rental unit and has all the necessary permits and approvals required by law to carry out the renovations or repairs;
- the renovations or repairs require the rental unit to be vacant;
- the renovations or repairs are necessary to prolong or sustain the use of the rental unit or the building in which the rental unit is located;
- the only reasonable way to achieve the necessary vacancy is to end the tenancy agreement.¹⁷

2024 amendments to BC RTA require the landlord to file in a central portal before serving a tenant with a notice of termination for landlord's use¹⁸. However, unlike notice for demolition or conversion, this does not entail a hearing with the RTB or add any burden on the landlord to establish a good faith intention to occupy the unit.

If the tenant does not dispute, the tenant is "presumed to have accepted the notice," and tenancy ends on the effective date in the notice¹⁹.

British Columbia Stage 3: Hearing & Decision

After filing an application for dispute resolution ([Form RTB-12T-CT](#)) with the RTB, the tenant will receive a Notice of Proceeding package via email unless they requested to pick up the documents in person at a Service BC office. The hearing package includes the application for dispute resolution and details of the hearing date and time. Hearings are conducted by teleconference.

As the party who applies with the RTB to dispute the eviction notice, it is the tenant's responsibility to serve the package to the landlord within 3 days of receiving it. The applicant must then complete a Proof of Service document ([Form RTB-55](#)).

At the hearing, the tenant and landlord, or their representatives, will provide supporting arguments based on the reason for termination. The arbitrator must be satisfied that a claimed event has a 50% or greater chance of happening (i.e., the balance of probabilities) in order to decide in favour of the landlord or tenant (e.g., rent was/was not paid within 5 days of expected date).

Following the hearing, the arbitrator will give a written and signed decision within 30 days. An arbitrator can grant an order of possession which grants the landlord legal possession of the rental unit requiring the tenant to vacate the rental unit by the effective date specified in the order.²⁰ However, if the arbitrator cancels the Notice of Termination, the tenancy will proceed in accordance with the Act.

15 *BC RTA s. 49.1(5)*.

16 *BC RTA s. 49(8)(b)* and [RTB-29](#).

17 Pursuant to 2021 amendments to the *BC RTA*, at s. 49.2(1).

18 Bill 14, Tenancy Statutes Amendment Act, 2024, 5th Sess, 42nd Leg, British Columbia, 2024 (third reading 6 May 2024)

19 *BC RTA* at ss. 46(5), 47(5), 48(6), 49(9), 49.1(6).

20 *RTA s. 55*.

Expedited Hearings

Early end of tenancy applications may be expedited in emergency circumstances where there are “very serious breaches by the tenant”.²¹ Landlords must file [Form RTB-12-EXH](#) which sets out the specific subsections of *RTA section 56* that constitute very serious breaches. The reasons for eviction must be established, and the landlord must prove that “it would be unreasonable or unfair to the landlord or other occupants to wait for a Notice to End Tenancy for Cause.”²² Expedited hearings are usually conducted between 12-16 days of the application. While landlords are not required to give a formal notice to terminate tenancy in the case of early evictions, they are still required to serve the tenant notice of the hearing.

For more information, see [Policy Guideline 51: Expedited Hearings](#).

21 See “Requesting an Expedited Hearing” (August 2025), online: <<https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/solving-problems/tenancy-dispute-resolution/expedited-hearings#Requesting>>.

22 RTB-12L-EXH “Landlord’s Application for Dispute Resolution Expedited Hearing” online <<https://www2.gov.bc.ca/assets/gov/housing-and-tenancy/residential-tenancies/forms/rtb12lexh.pdf> > at p 5.



British Columbia Stage 4: Order of Possession

If a landlord gives notice to end a tenancy and the tenant has not disputed within the allotted time period, the landlord may apply for an order of possession to enforce the termination notice.²³ A landlord may apply for an order of possession based on an undisputed notice by direct request. This process permits the RTB to grant an order of possession based solely on the landlord's written submissions without a participatory hearing.²⁴ Note that direct requests are not available for evictions for landlord's use of property.

If a tenant's application to cancel a notice to end tenancy is not successful (i.e., the landlord's notice was in the proper form and the tenant's application is dismissed), the RTB must grant the landlord an order of possession of the rental unit.²⁵

RTB Policy Guideline 54 sets out factors to be considered when an arbitrator sets the effective date of an order of possession, such as length of tenancy, evidence that it would be unreasonable to vacate in a short time period, etc.²⁶ When an application is heard after the date of termination set out in the notice, orders of possession "have generally been set out for seven days after the order is received."²⁷

If a tenant does not leave after they have been served an order of possession, a landlord can seek a writ of possession from the Supreme Court of British Columbia, which allows the landlord to request that a court bailiff physically remove a tenant.²⁸ Landlords are not legally allowed to enforce an order of possession on their own, which is the case in all Canadian provinces.

23 *BC RTA s. 55(2)(b)*.

24 See *BC RTA s 55(4)(a)* and Residential Tenancy Branch Policy Guideline 39.

25 *BC RTA s 55(1)* "55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if (a) the landlord's notice to end tenancy complies with section 52 [form and content of notice to end tenancy], and (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice."

26 Residential Tenancy Policy Guideline 54 "Ending a tenancy: Orders of Possession", online < <https://www2.gov.bc.ca/assets/gov/housing-and-tenancy/residential-tenancies/policy-guidelines/gl54.pdf> > at p 2.

27 *Ibid.*

28 *BC RTA section 57(2)*; "Serve and Enforce an Order of Possession" (August 2025), online: Government of British Columbia <<https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/solving-problems/tenancy-dispute-resolution/serving-and-enforcing-orders/order-of-possession#enforcement>>

Alberta

Alberta Stage 1: Notice of Termination

For a landlord to end a periodic tenancy in Alberta, the landlord must give the tenant written notice in a form compliant with section 10 of [Alberta's Residential Tenancies Act \["AB RTA"\]](#).²⁹ Notice to terminate a periodic tenancy may be given for the following reasons:

Reason for Eviction	Form	Provisions in AB RTA	Notice Required
Non-payment of rent	Form 3	<i>section 29</i>	14 days
Substantial breach of residential tenancy agreement	Form 3	<i>section 29</i>	14 days
Significant damage or physical assault including threats of assault ³⁰	Form 4	<i>section 30(1)</i>	24 hours
End of employment	Form 1	<i>section 11</i>	The longest of either: <ul style="list-style-type: none"> • Period required by Alberta's employment laws • Period of notice agreed on by the parties, or • One week
Conversion of unit to condominium	Form 1	<i>section 12</i>	365 days ³¹
Other reasons prescribed by regulation ³² including: <ul style="list-style-type: none"> • Occupation by landlord or landlord's relative • Purchaser's use • Demolition or renovation 	Form 1	<i>section 6 of the Act and section 2(a) of the regulations</i>	Generally, 3 months (for monthly tenancies) ³³ except termination for renovation, which requires 365 days' notice

All forms are available in the Schedule to the Residential Tenancies Ministerial Regulation A.R. 221/2022.

²⁹ *Residential Tenancies Act, SA 2004 c. R-17.1 ["AB RTA"]*.

³⁰ Landlord must also provide an affidavit explaining the damage or assault. The court may be satisfied and grant the order or not satisfied and declare the termination of tenancy ineffective [*AB RTA s. 30(4)(a)* and *s. 15 (6) and (7)*]

³¹ While the *AB RTA* says 180 days, the Regulations say this is to be read as 365: Residential Tenancies Ministerial Regulation A.R. 221/2022 s 2.1

³² Residential Tenancies Ministerial Regulation A.R. 211/2004, s 2

³³ *AB RTA s. 8(2)*.

Note that for a fixed term tenancy, tenancy automatically ends at the end of the term set out in the lease. It can be renewed by the tenant and landlord, but there is no obligation on either party to do so. This means a landlord does not need a reason for refusing to renew a fixed term tenancy.³⁴

Alberta Stage 2: Dispute Period

A tenant can respond to notice in the manner set out by the *AB RTA*:

1. **Non-payment of rent:** Pay all rent before the termination date set out in the notice. This termination date must be at least 14 days from the date notice was given. Paying the amount owed in full renders the notice to terminate ineffective.³⁵ The amount owed must be paid before the effective date in the notice rather than before the hearing.³⁶
2. **Substantial breach of residential tenancy agreement:** Provide written objection to the landlord before 14-day notice period is over. Providing this written objection makes the notice ineffective.³⁷

Note: a tenant cannot dispute a 24-hour notice for damage or assault, but the landlord may apply for a court order confirming termination of tenancy within 10 days of the termination date set out in the notice.³⁸ This application must be supported by an affidavit setting out the damage or assault and notice given³⁹. If the landlord has not applied for the court order within 10 days of the termination date and the tenant continues to occupy the premises, then the termination notice is ineffective. The same applies for termination for failure to pay rent and substantial breach; if the landlord does not apply to enforce the termination within 10 days following the termination date set out in the notice, the notice becomes ineffective.

Alberta Stage 3: Hearing & Decision

If a landlord wishes to uphold a notice of termination that a tenant has objected to or not complied with, then they must seek an order of possession. Landlords may begin application for termination of tenancy at the Court of Justice or the Residential Tenancy Dispute Resolution Service (“RTDRS”).⁴⁰ However, the same matter cannot be heard in both the court and the RTDRS.⁴¹ That is, a party cannot start proceedings in both the court and the RTDRS at the same time or file the same issue with the other decision-making body if they do not like the decision rendered in the other.

Court of Justice Process

A landlord is required to pay a \$100 filing fee and complete the following forms to start an application at the Court of Justice:

- [Landlord/Tenant Notice of Application](#) and
- [Affidavit in Support of an Application by Landlord](#)

34 *AB RTA s. 15.*

35 *AB RTA s. 29(4)(a).*

36 [22007908 \(Re\), 2022 ABRTDRS 30 \(CanLII\)](#)

37 *AB RTA s. 29(4)(b).*

38 *AB RTA ss. 30(3) and 30(5).*

39 *AB RTA s. 30(4)(a) and 30(4)(b).*

40 *AB RTA ss. 50(1), 54.2(1), and 26(2).*

41 *AB RTA s. 54.2(3).*

If the landlord has applied to the Court for termination of tenancy or possession of the premises, they must serve the tenant with the notice of application and supporting affidavit⁴² at least 3 business days prior to the hearing.⁴³

Hearings at the Court of Justice are conducted in person, in a courtroom, before a judge.

Residential Tenancies Dispute Resolution Service Process

The filing fee for an application with RTDRS is \$75. A landlord seeking to terminate tenancy can apply online using the [RTDRS eFiling system](#)⁴⁴. Then, it is the landlord's responsibility to serve⁴⁵ the tenant the Application Package which includes the application form, landlord's evidence, and hearing information at least 3 full business days before the hearing.⁴⁶ The tenant may submit any defence evidence to the RTDRS and applicant at least 24 hours prior to the hearing. See the [RTDRS Evidence tip sheet](#) for details.

RTDRS hearings are conducted over the telephone. A Tenancy Dispute Officer will make a decision either orally at the hearing followed by written reasons, or the Officer may reserve their decision and provide it within 30 days.

RTDRS hearing outcomes include Orders for Possession (i.e., the tenancy is terminated and landlord regains possession) which can be conditional or unconditional. Conditional orders mean the tenant can remain residing in the rental unit if they meet certain conditions that the officer "considers fair and proper in all the circumstances" (like a payment plan for arrears).⁴⁷ The Tenancy Dispute Officer may also dismiss the issue (i.e., the tenancy is upheld) or refer the issue to the courts depending on its complexity, subject matter, and jurisdictional issues.⁴⁸

Alberta Stage 4: Order of Possession

To enforce an order of possession made by the Court of Justice or the RTDRS, a landlord must enter it in the Court of King's Bench and serve it to the other party.⁴⁹

If the tenant has not vacated after the indicated date of a valid tenancy termination notice, *section 34(1)* of the *AB RTA* grants a civil enforcement agency the authority to evict an occupant from residential premise once it is satisfied the tenant was served the order of possession and an affidavit of service has been filed with the Court of King's Bench.

42 *AB RTA s. 26(d)* a claim for recovery of possession by the landlord, that is, an application for eviction must be supported by an affidavit setting out the details of termination including: the method of termination, effective date of termination, and reason for tenant's failure to vacate, which may include their written objection to notice: *AB RTA s. 29(d)*.

43 *AB RTA s. 41*.

44 Landlords could apply in person at RTDRS office in Calgary and Edmonton or by fax, up to January 2nd, 2026. RTDRS front counters are permanently closed as of January 2nd, 2026.

45 By email, registered mail, or in person.

46 The three days' notice required excludes weekends, holidays, the day of service, and the day of hearing. That means if the hearing is on a Tuesday, the tenant must receive notice no later than the previous Wednesday.

47 Residential Tenancy Dispute Resolution Service Regulation A.R. 98/2006 at section 15(2).

48 Residential Tenancy Dispute Resolution Service Regulation section 17(1).

49 *AB RTA section 54 and 57*; Residential Tenancy Dispute Resolution Service Regulation Alta Reg. 98/2006 at s 22

Saskatchewan

Saskatchewan Stage 1: Notice of Termination

For a landlord to end a tenancy in Saskatchewan, the landlord must give the tenant written Notice to Vacate in a form compliant with *section 63* of the Saskatchewan [Residential Tenancies Act \("SK RTA"\)](#).⁵⁰ A Notice to Vacate may be issued for the following reasons with the corresponding form and notice period:

Reason for Eviction	Form	Provisions in SK RTA	Notice Required
<p>Non-payment of rent: a landlord may serve a tenant with an immediate notice to vacate for non-payment of rent if rent is over 15 days in arrears. That is, if rent is due on the 1st of the month, then a tenant who has not paid in full can be served a notice to vacate on the 16th of the month.</p>	<p>Immediate Notice to Vacate and Notice of Arrears</p>	<p><i>section 57(1)</i></p>	<p>Immediate</p>
<p>Cause including:</p> <ul style="list-style-type: none"> • Tenant is repeatedly late paying rent • There are an unreasonable number of occupants in a rental unit • The tenant or a person permitted on the residential property by the tenant has • Significantly interfered with or unreasonably disturbed another tenant or occupant of the residential property, the landlord or any persons in any adjacent property • Seriously jeopardized the health or safety or a lawful right or interest of another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property, or • Put the landlord's property at significant risk <p>See RTA <i>section 58(1)(a)-58(1)(p)</i> for full list.</p>	<p>Notice to Vacate: Cause</p>	<p><i>section 58(1)</i></p>	<p>1 month</p>

50 Residential Tenancy Act, SS 2006 R-22.0001 ["SK RTA"]

Reason for Eviction	Form	Provisions in SK RTA	Notice Required
End of employment with landlord	Notice to Vacate: Employee	<i>section 59(1)</i>	1 month
Landlord's or purchaser's use of property: <ul style="list-style-type: none"> An individual landlord or their close family member or friend intends to occupy the unit Where a landlord is a family corporation, an individual with voting shares or their close family member or friend intends to occupy the unit, Or a purchaser asks the landlord to end the tenancy for their own occupancy or that of a close family member or friend 	Notice to Vacate so Purchaser Can Occupy or Notice to Vacate so Owner Can Occupy	<i>sections 60(4), 60(5), and 60(6)</i>	2 months for landlord's use or 1 month for purchaser's use
Changes to property: <ul style="list-style-type: none"> If the landlord has the necessary permits and approvals required by law and intends in good faith to demolish, renovate, or convert the unit If the tenant ceases to qualify for participation in a housing program 	Notice to Vacate for Specified Uses	<i>section 60(7) and 60(7.1)</i>	2 months

Saskatchewan Stage 2: Dispute Period

Disputing a Notice

Tenants can dispute a notice to vacate within 15 days⁵¹ of receiving the notice by filling out the bottom portion of the Notice to Vacate and returning it to the landlord.

Those who do not dispute are assumed to accept the terms of the eviction and must move out by the date on the Notice to Vacate.⁵²

For *section 58(1)(a) to (n) clause (p) or subsection (1.1)* (termination for cause), a landlord must give a tenant a reasonable period to remedy any of the circumstances mentioned in those provisions that are capable of being remedied.⁵³

Application to the Office of Residential Tenancies (“ORT”)

If a landlord wishes to enforce an eviction (whether the tenant disputes or not), they must seek an Order of Possession from the [Office of Residential Tenancies](#) (ORT). The landlord may file through the ORT's online portal and cannot regain possession until they obtain an order of possession and “a writ of possession has been directed to a sheriff, pursuant to *subsection 70(13)*”.⁵⁴

Saskatchewan Stage 3: Hearing & Decision

After filing a disputed notice with the ORT, the landlord must give the tenant notice of the hearing as soon as possible.⁵⁵ ORT hearings are conducted over the phone; parties must provide the ORT with their phone number and the phone number of any relevant witnesses.⁵⁶ After providing this information, the tenant and landlord will both be required to complete a [Certificate of Service](#) as well as submit a copy of their evidence to the ORT via email, in person, or by uploading it to ORT's online platform.⁵⁷ Note: there are no formal evidence submission deadlines with the ORT, but the Rules of Procedure state that parties must serve and file evidence “well in advance of the hearing.”⁵⁸

After the ORT hearing, a hearing officer may grant an order for possession, payment of damages and/or arrears, an order directing a party to comply with the act, or “any order the hearing officer considers just and equitable in the circumstances.”⁵⁹ This signals the officers to use discretion in reaching decisions of residential tenancy disputes.⁶⁰

51 *SK RTA s. 58(5)*

52 *SK RTA s. 58(6)(a), 59(6)(a), and 60(10)(a)*

53 *SK RTA s. 58(2)*

54 *SK RTA s. 65(b)*

55 *SK RTA s. 82(2)(a)*

56 Pro Bono Students Canada and Pro Bono Law Saskatchewan “Resources for Tenants Facing Eviction” (19 June 2023), online: < publications.saskatchewan.ca/#/products/121383 > at 11.

57 Pro Bono Students Canada and Pro Bono Law Saskatchewan “Resources for Tenants Facing Eviction” (19 June 2023) online: < publications.saskatchewan.ca/#/products/121383 > at 12.

58 [Office of Residential Tenancies Rules of Procedure](#) at p 19.

59 *SK RTA s. 70(6)*

60 See this discretion analyzed in case law like *Williams v. Elite Property Management Ltd.* 2021 SKQB 46 (CanLII).

Saskatchewan Stage 4: Order of Possession

If a hearing officer at the ORT decides the landlord is entitled to possession, they will issue an order for possession and writ of possession which authorizes sheriffs acting at the nearest judicial centre to enforce the eviction as soon as reasonably possible on or after the date stated in the order.⁶¹ Per *section 67(4)* of the Act, the date for landlord's order for possession may be immediate or even retroactive.

Tenants wishing to appeal the decision because they believe the hearing officer made a legal or jurisdictional error or they believe the proceedings were not procedurally fair must appeal the decision within 30 days of the signed decision;⁶² the order for possession is stayed (i.e., not enforceable) while an appeal is pending.⁶³

61 *SK RTA s. 70(13)*

62 *SK RTA s. 72(1)*

63 *SK RTA s. 78*

Manitoba

Manitoba Stage 1: Notice of Termination

For a landlord to end a tenancy in Manitoba, the landlord must give the tenant written notice in a form compliant with *section 84* of the *Residential Tenancies Act* ("MN RTA").⁶⁴ Notice for termination of tenancy may be given for the following reasons:

Reason for Eviction	Form	Provisions in RTA	Notice Required
Non-payment of rent or service charge	Form 8 , Form 8.1 , or Form 9 ⁶⁵	<i>section 95.1(1)</i>	None ⁶⁶
Termination for cause if a tenant breaches the terms of the RTA including⁶⁷: <ul style="list-style-type: none"> Duty not to disturb others* Obligation to keep unit clean* Duty not to impair safety or interfere with rights* Unlawful activity by tenant (including by person permitted by the tenant on the property)⁶⁸ * Overcrowding Assign or sublet without consent Obligation to take care and repair damage when it results in extraordinary damage* Material term of the tenancy agreement 	Form 10	<i>section 96(1) and 96(3)</i>	1 month 5 days for serious breaches (*) ⁶⁹
Landlord or purchaser's use of property	Form 11(A)	<i>section 98</i>	1-5 months depending on vacancy rates as set out in the regulations

64 The *Residential Tenancies Act*, *CCSM c. R119*, at s. 84 ["MN RTA"]

65 Form 8: Notice of Termination by Landlord for Non-Payment of Rent (for all residential tenancies, other than tenancies respecting a mobile home, mobile home site or both); Form 8.1: Notice of Termination by Landlord for Non-Payment of Rent or Tenant Services Charge (for residential tenancies that include tenant services); Form 9: Notice of Termination for Non-Payment (for tenancies of a mobile home, mobile home site or both)

66 *MN RTA* s. 95.1(1) says that where a tenant has not paid within three days of rent or a service charge being due, the landlord can serve a "notice terminating tenancy on the day payment was due."

67 See *MN RTA* s. 96(1)(a) for full list of causes.

68 *MN RTA* s. 74.1.

69 *MN RTA* s. 96(3).

Reason for Eviction	Form	Provisions in RTA	Notice Required
Demolition, renovation, or conversion to a non-residential use or cooperative housing	Form 11(B), or Form 11(C)	section 99	3-5 months fixed period based on vacancy rates

Notice period for termination because of sale:⁷⁰

Tenancy Agreement End Date	Vacancy Rate	Notice Period Required
Not specified	3% or higher	1 months' notice
Not specified	Less than 3%	3 months' notice
Specified	Not applicable	3 months' notice

Notice period for termination because of owner occupancy or demolition, renovation, or conversion:⁷¹

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

Vacancy rates are determined by the most recent Rental Market Report by Canada Mortgage and Housing Corporation (CMHC).

Note: despite the prescribed notice periods, a landlord must not require a tenant with school aged children to vacate during the school year for landlord use evictions or eviction for demolition, renovation, or conversation.⁷²

⁷⁰ Residential Tenancies Regulation, MR 71/2010 section 12

⁷¹ Residential Tenancies Regulation, MR 71/2010 section 13

⁷² MN RTA s. 98(2) and 99(2).

Manitoba Stage 2: Dispute Period

Non-payment of rent: Termination of tenancy may be voided if tenant pays all rent before the termination date set out in the notice. Notice will not be voided if the tenant has been repeatedly late (at least three incidents) in paying rent.⁷³

After a landlord serves a tenant notice of termination, a tenant may dispute by contacting the Residential Tenancies Branch (“RTB”) by calling or emailing to dispute the notice. The contact information for the RTB is set out in the Notice for Termination.

If parties do not agree on the termination of tenancy, the landlord can apply for an Order of Possession by filling out [Application for Order of Possession](#) and submitting it to the RTB either in-person at the RTB office or by mail. A landlord may apply for an Order of Possession if the tenant does not move out by the date set on the notice of termination.

Manitoba Stage 3: Hearing & Decision

Once the Application for Order of Possession has been submitted, the RTB will schedule an in person hearing either in Winnipeg, Brandon, Thompson, or other judicial centres across the province. The RTB decides where the hearing will be held based on the location of the rental unit and address of the landlord and tenant.

The RTB gives the landlord a copy of the Application for Order of Possession for their records and a copy for each tenant. The completed application includes the hearing date and time. The landlord must give the tenant notice of the hearing at least 5 days prior to the hearing date (except in exceptional circumstances where the notice may be less).⁷⁴

A mediation officer *may* contact the parties prior to the hearing to see if they can settle their dispute. Otherwise, the matter proceeds to a hearing where each party will have the opportunity to present their evidence and testimony. Evidence must be submitted to the RTB and other party at least 2 days prior to the hearing. For more information on hearing procedures, refer to the [Residential Tenancies Branch Policies and Procedures Guidebook Section 11: Hearings](#).

Manitoba Stage 4: Order of Possession

The hearing officer will issue a decision typically within two business days of the hearing. The decision is sent by mail to both parties. The decision can either uphold tenancy, grant an Order of Possession for the landlord (i.e., eviction granted), or grant a Conditional Order of Possession where the tenant is ordered to move out if certain conditions are met (e.g., tenant does not make a payment on an agreed upon payment plan for arrears).⁷⁵ To enforce an order of possession, a landlord must file a certified copy of the order in court to obtain a writ of possession.⁷⁶

73 MN RTA s. 95.1(2)(c), 95.1(3) and 95.1(5).

74 MN RTA Regulation 15(2).

75 MN RTA s. 154.

76 MN RTA s. 157(2).

Ontario

Ontario Stage 1: Notice of Termination

A notice of termination of tenancy can be served by a landlord in the appropriate form (see N Forms below) to the tenant in compliance with the [Residential Tenancies Act \["ON RTA"\]](#).⁷⁷ The notice must be issued for one of the following reasons, using the applicable form, with the requisite amount of notice:

Reason for eviction	Form	Provisions in RTA	Notice Required
Non-payment of rent	Form N4	<i>section 59</i>	14 days (7 for weekly tenancy)
Interfering with others, damage, or overcrowding (including by person permitted by the tenant on the property)	Form N5	<i>section 62, 64, 65, 66, and 67</i>	7 or 20 days ⁷⁸
Illegal acts or misrepresenting income in subsidized housing	Form N6	<i>sections 60, 61</i>	10 or 20 days
Causing serious problems	Form N7	<i>section 61, 63</i>	10 days
Repeated late payment of rent, end of employment, or ceasing to qualify for subsidized housing	Form N8	<i>section 58(1)</i>	60 days (28 for a daily or weekly tenancy)
Landlord, purchaser, family member, or family member's caregiver requires rental unit	Form N12	<i>sections 48, 49</i>	120 days
Demolition, repair, or conversion of unit	Form N13	<i>section 50</i>	120 days

A tenant does not have to move out after receiving a notice to end tenancy unless the landlord obtains an eviction order by filing with the Landlord and Tenant Board (LTB).

⁷⁷ *Residential Tenancies Act S.O. 2006 c. 17 ["ON RTA"]*

⁷⁸ If the tenant pays rent monthly the landlords must give 20 days notice if this is the first N5 notice in the past 6-months, 14 days if this is the second N5 notice in 6-months. A minimum of 7 days notice is required for week-to-week tenancies.



Ontario Stage 2: Dispute Period

A tenant may void a notice to end tenancy or challenge it at a hearing with the LTB.

Voiding a Notice:

Only notices for non-payment of rent, damage, interfering with others,⁷⁹ and overcrowding can be voided if the tenant corrects the issue (by paying rent in full, paying for damage caused, repairing the damaged property or paying for the landlord to make repairs, reducing number of occupants, or ceasing to behave in ways that interfere with others' rights). For N4 notices, a tenant has 14 days (until the termination date) to pay in full. For N5 notices, a tenant has 7 days to void the notice by correcting the stated issue. If it is a tenant's second N5 notice in 6 months, there is no opportunity to void the notice.⁸⁰

Disputing a Notice:

In Ontario, a tenant does not have to take any action to dispute a notice to end tenancy. Whether they agree or disagree with the notice, the landlord must apply to the LTB to seek an eviction order. If the landlord applies to the LTB, the Board will schedule a hearing and send a copy of the application and Notice of Hearing to the tenant.⁸¹

The landlord applies to the LTB to get an enforceable eviction order no more than 30 days after than the effective date set out in the notice.⁸² The landlord must pay the application fee and file the application ("L Form") online:

- [Form L1](#) – Application to Evict a Tenant for Non-Payment of Rent
- [Form L2](#) – Application to End Tenancy (for N5, N6, N7, N8, N12, or N13)
- [Form L3](#) – Application to End a Tenancy (where tenant agrees)
- [Form L4](#) – Tenant Failed to Meet Conditions of a Settlement or Order

Ontario Stage 3: Hearing & Decision

After the landlord files with the LTB, the tenant will receive a [PIN](#) via email or regular mail to access the file in the [Tribunals Ontario Portal](#). This includes access to the Notice of Hearing which sets out the date, time, and location of the hearing, (must be Board-approved or prescribed form⁸³. Most hearings are held remotely via Zoom or telephone. At rent arrears hearing, tenants can only raise counterclaims if they paid 50% of claimed rent arrears to the landlord (or Board if regulations specify) before the hearing⁸⁴.

79 *ON RTA s. 65* – for tenants living in a "small building" (<4 units) where the landlord also resides there is no opportunity to void a notice of termination. In this case the landlord may serve the tenant with an N7 form if the tenant (or person permitted in the building by the tenant) substantially interferes with the reasonable enjoyment of the landlord.

80 *ON RTA s. 68*.

81 [https://tribunalsontario.ca/documents/Ltb/Brochures/Guide%20to%20RTA%20\(English\).html](https://tribunalsontario.ca/documents/Ltb/Brochures/Guide%20to%20RTA%20(English).html)

82 *ON RTA s. 69(2)* of the *RTA* supra note X.

83 Previous to Bill 30, *Fighting Delays, Building Faster Act*, the notice form had to be approved by the Board. Under Bill 30 *ON RTA s. 43(1)* notice can be given in the "prescribed form."

84 Prior to Bill 30, *Fighting Delays, Building Faster Act*, tenants could raise issues at a hearing if they gave the landlord notice or if they provided "an explanation satisfactory to the Board" as to why they were unable to give notice of the issue. Bill 30 removes tenants ability to bring up issues unless they provide advanced notice AND pay half of any rent arrears claimed in the application under new section 4. i. and ii.

At the hearing, the landlord will have to prove the claims they made in the notice and in the application. The tenant can respond to the claims by challenging the landlord's evidence and presenting their own. Evidence must be submitted to the LTB and other party at least 7 days prior to the hearing; any responding documents must be submitted at least 5 days prior to the hearing.⁸⁵ Board's power to refuse or delay eviction is subject to regulatory limits⁸⁶. Decisions are usually rendered within 30 days.⁸⁷

Ontario Stage 4: Eviction

The adjudicator at the LTB will issue their decision to either dismiss the landlord's application (i.e., uphold tenancy) or terminate the tenancy. A party can challenge the decision by filing a [Request to Review with the LTB](#) within 15 days (extendable if "just and appropriate")⁸⁸. Setting aside orders requires prescribed conditions or tests⁸⁹. Further, a tenant who believes there is an error in law in the LTB's decision may appeal to the Divisional Court within 30 days after being given the order.⁹⁰

After the date set out in the eviction order, the Sheriff (also called Court Enforcement Officer) may remove a tenant and change the locks on the unit at any time. The Sheriff does not have to send notice or tell a tenant when they are coming. A tenant must be given access to a nearby location where they can collect their belongings for 72 hours after an eviction is enforced.⁹¹ However, an eviction order is only enforceable for six months; that means, if a landlord does not take steps to enforce an eviction by filing it with the sheriffs' office, then the order will expire six months after the decision.⁹²

85 See rule 19.1 and 19.2 of the Landlord and Tenant Board [Rules of Procedure](#).

86 *ON RTA* s. 83 gives the Board discretion to refuse or postpone an eviction order, however, Bill 30, *Fighting Delays, Building Faster Act*, adds language limiting this discretion "subject to any prescribed limitations or conditions "

87 <https://tribunalsontario.ca/ltb/application-and-hearing-process/#panel7>

88 Prior to Bill 60, *Fighting Delays, Building Faster Act*, tenants and landlords had 30 days to request Board review and under *ON RTA* s. 209(3) arbitrators could consider extensions.

89 *ON RTA* s. 77 (8)(b)

90 *ON RTA* at s. 210 (1).

91 *ON RTA* s. 41(2) and (3).

92 *ON RTA* s. 81 says, "an order of the Board evicting a person from a rental unit expires six months after the day on which the order takes effect if it is not filed within those six months with the sheriff who has territorial jurisdiction where the rental unit is located."

Quebec

Quebec Stage 1: Eviction Notice

If a landlord (lessor) is seeking to repossess a rental unit or evict a tenant (lessee), they must provide notice to the tenant in accordance with *article 1961* of the *Civil Code of Quebec* ("CCQ"); notice must be in writing and include the reason for and date of eviction.⁹³ Notices must also state the restrictions on eviction as set out in *articles 1959.1* and *1959.2*.

Notice may be issued for the following reasons:

Reason for Eviction	Form	Provisions in Civil Code of Quebec (CCQ)
<p>Non-payment of rent: a landlord/lessor may terminate the lease where a tenant is more than three weeks late in paying rent or repeatedly late in rent payment causing serious hardship/"injury" to the landlord</p>	<p>Application regarding unpaid rent</p>	<p>Article 1971</p>
<p>Resiliation of lease (i.e., early termination) or fine where the tenant/lessee:</p> <ul style="list-style-type: none"> • Is more than three weeks late in paying rent • Is disturbing the normal enjoyment of other tenants⁹⁴ • Ceases to be employee of lessor where the lease was conditional on employment 	<p>Lessor files application with Tribunal⁹⁵</p>	<p>Article 1860, 1971, and 1976</p>
<p>Landlord's/lessor's use: repossession for the owner or owner's "ascents or descendants in the first degree or for any other relative or person connected by marriage or civil union of whom the lessor is the main support"</p>	<p>Notice of Repossession</p>	<p>Article 1957</p>
<p>Eviction for subdivision, enlargement, or change of destination of a dwelling</p>	<p>Notice of Eviction</p>	<p>Article 1959</p>

⁹³ *Civil Code of Quebec CQLR c. CCQ-1991* ["CCQ"]

⁹⁴ *CCQ art. 1861*: Or person the tenant allowed on the property.

⁹⁵ *CCQ art. 1860* says "In case of violation of this obligation, the lessor may apply for resiliation of the lease" (emphasis added). This means, landlords must first file with the Tribunal rather to generate an eviction for cause.

The amount of notice required depends on the duration and type of lease:⁹⁶

- Six months prior to the end of a fixed term lease of at least six months
- One month prior to the end of a fixed term lease of less than six months
- Six months' notice for leases without set terms⁹⁷

When a lessor serves a lessee with a notice for repossession, they must use a method that can be proven to the Tribunal (e.g., registered mail, bailiff, or in person with confirmation of receipt).

Important Note: Tenant/lessee has the right to maintain occupancy. A lease automatically renews, on the same terms, if the tenant/lessee continues to occupy the premises for more than 10 days after the expiry of the lease without opposition from the landlord/lessor.⁹⁸

Amendments passed through Bill 65 in June 2024 temporarily prohibit evictions for subdivision, enlargement, or change of destination. This prohibition is in place (subject to the provincial government's exemptions) for three years or until vacancy rates across Quebec's urban centres are 3% or higher.⁹⁹

Bill 65 also impacts Quebec's restrictions on eviction. *Article 1959.1* of the *Quebec Civil Code* prohibits eviction of tenants who:

1. are 65 years old or above;
2. have occupied the unit for 10 years or more;
3. and have income equal to or less than 125% of maximum income to qualify for low-income rental housing.

However, the owner/lessor may repossess the dwelling in one of the following situations:

1. The owner/lessor is 65 years of age or over and wishes to occupy the dwelling;
2. The beneficiary of the repossession is 65 years of age or over;
3. The lessor is an owner-occupant 65 years of age or over and wishes to have a beneficiary less than 65 years of age reside in the same building as themselves.

⁹⁶ Notice periods may differ for movable leased property (e.g., mobile homes) or that per s 1882 movable leased property has a notice period of 10 days regardless of rent payment period.

⁹⁷ *CCQ art 1960*: "A lessor wishing to repossess a dwelling or to evict a lessee shall notify him at least six months before the expiry of the lease in the case of a lease with a fixed term; if the term of the lease is six months or less, the notice is of one month. In the case of a lease with an indeterminate term, the notice shall be given six months before the date of repossession or eviction. See "[Lessor's right to terminate a lease](#)".

⁹⁸ *CCQ art 1879*

⁹⁹ Bill 65, *An Act to limit lessors' rights of eviction and to enhance the protection of senior lessees*, 1st Sess, 43rd Parl. Quebec, (assented to 6, June 2024) SQ 2024 c. 23.

Quebec Stage 2: Dispute Period

Voiding Notice

A tenant/lessee can avoid termination for non-payment of rent by paying the landlord rent owing, costs of filing with the Tribunal, and

- interest at the rate provided for in section 28 of the *Tax Administration Act*¹⁰⁰ or
- Interest at a lower rate agreed upon by the parties

before the Tribunal Administratif du Logement ("TAL") issues an eviction order.¹⁰¹

Responding to Notice

After receiving the notice, a tenant/lessee has one month to inform the landlord/lessor as to whether they accept or reject the notice by sending them the applicable documents (either [Responding to a Notice of Repossession](#) or a [Response to a Notice of Eviction](#)). If a tenant/lessee does not provide the lessor with written confirmation of whether they accept or refuse the notice within one month, the lessee is deemed to refuse to vacate.¹⁰²

It is the landlord's/lessor's responsibility to file with TAL if they wish to pursue the repossession or eviction within one month of receiving the tenant's refusal or if the tenant did not respond, within one month of the tenant's period to respond.¹⁰³

The landlord/lessor must then notify the tenant/lessee and file proof of notification (i.e., a form confirming the application and evidence have been served on the tenant/lessee) within 45 days or the application expires.¹⁰⁴

100 *Tax Administration Act*, CQLR c A-6.002

101 CCQ art 1883.

102 CCQ art 1962.

103 CCQ art 1963.

104 As set out on the TAL's forms for eviction; available online <<https://www.tal.gouv.qc.ca/en/forms>>



Quebec Stage 3: Hearing & Decision

The tribunal will review the landlord's/lessor's application, and if appropriate, schedule a hearing. Both tenant/lessee and landlord/lessor will receive a notice of the hearing date, time and location.¹⁰⁵ Hearings with the TAL are public hearings conducted in person. Parties have the option of attending the hearing via Zoom videoconference; to do so, they must ensure they have adequate connectivity equipment and fill out a [form requesting remote attendance](#).

Both parties are expected to be present at the hearing and will be required to present evidence. The landlord/lessor must provide evidence supporting their reason for eviction, and the tenant/lessee can provide evidence that support a defence, discount the landlord's/lessor's claim, or indicate a need for remedies.

Generally, evidence may be filed at the hearing "without formality" except for a written statement filed in lieu of testimony or as otherwise agreed if there is pre-trial conference.¹⁰⁶ The Tribunal member must render their decision within three months of the hearing.¹⁰⁷

If an application for repossession or resiliation is dismissed, the tenancy is renewed;¹⁰⁸ the landlord/lessor then has one month to apply to have rent fixed where the decision and renewal took place over the expiry of the period to modify the lease (e.g., for rent increase).

Quebec Stage 4: Order of Possession

If a tenant/lessee does not comply with the date set out in the eviction order, a landlord/lessor may have it enforced by a bailiff. The tenant/lessee will be served by the bailiff at least five days before the execution of the order. If the tenant/lessee still does not comply (i.e., move out and take their belongings with them) then the bailiff can dispose of the tenant/lessee's movable property.¹⁰⁹

105 *Rules of Procedure of the Administrative Housing Tribunal* T-15.01, r. 5 at section 16 ["Rules of Procedure"].

106 *Rules of Procedure* at rule 15 and 36.1

107 *Rules of Procedure* at section 41.1

108 See for example *CCQ art 1977*.

109 "[Executing a Decision](#)" *Quebec: Tribunal Administratif du Logement* online

New Brunswick

New Brunswick Stage 1: Eviction Notice

In New Brunswick, a landlord may serve a tenant with a Notice of Termination, Notice to Vacate, Final Notice to Vacate in the required form and in compliance with *section 24(1.1)* of the [Residential Tenancies Act \["NB RTA"\]](#).¹¹⁰

A landlord may terminate tenancy for the following reasons:

Reason for Eviction	Form	Provisions in RTA	Notice Required
Non-payment of rent	Notice to Vacate*	section 19	15 days
Cause including: ¹¹¹ <ul style="list-style-type: none"> Breach of statutory or material term of lease Lack of cleanliness of the premises, including furnishings (i.e., chattels) provided by the landlord Extensive damage to the rental property, or furnishings provided by the landlord, by the tenant or their guests Disturbance or nuisance caused by the tenant or their guests 	Written notice of complaint from landlord and ultimately a Notice to Vacate/Final Notice to Vacate from the residential tenancies officer.	section 5, section 5.1	Immediate compliance for complaints under s 5(1) otherwise 7 days
Notice of termination for: <ul style="list-style-type: none"> Landlord's use¹¹² Conversion of rental premises to non-residential purpose End of tenants' employment relationship with landlord, where employment relates to maintenance of premises Extensive renovations where a landlord has applied for and received written approval from an officer of residential tenancies 	Notice of termination	section 24.12, section 24.13	1 week – 3 months (depending on the type of tenancy a set out below)

*There is also a "[Final Notice to Vacate](#)" which does not provide the opportunity to void notice by paying in full; a landlord can serve a tenant with a final notice to vacate if the tenant is repeatedly late in paying rent.

110 Residential Tenancies Act, SNB 1975, c. R-10.2 ["NB RTA"].

111 NB RTA, c. R-10.2 s. 4.

112 According to NB RTA s. 24.12(2) the landlord or family member must occupy the unit in good faith for a minimum of 3 months

Amount of notice required for a Notice of Termination¹¹³

- Fixed term lease (at the end of the fixed term)
- Week-to-week lease (1 week)
- Month-to-month (1 month)
- Year-to-year (3 months)
- Long term tenant (who has occupied the unit for 5 consecutive years minimum) (3 months)

Note, notice is sufficient if given on the first day of the notice period (i.e., where notice required is one week, notice given on the first day of that week is sufficient).¹¹⁴

New Brunswick Stage 2: Dispute Period

Voiding a Notice

A tenant may cancel a notice to vacate for non-payment of rent if they pay all rent due within seven days of being served the notice.¹¹⁵ However, the opportunity to cancel a notice to vacate for non-payment of rent does not apply where a tenant has previously received at least three prior late payment notices.¹¹⁶ A landlord's notice to vacate for non-payment must state if this is the case (i.e., if paying amount owed will not continue tenancy).¹¹⁷

Disputing a Notice

In cases where a Notice of Termination is issued for own use, "other" purposes, or is dependent on employment,¹¹⁸ the tenant may apply to the Landlord Tenant Relations Office (LTRO) to have the notice reviewed within 15 days of receiving the notice¹¹⁹ by calling 1-888-762-8600 or emailing renting@gnb.ca. After the Residential Tenancies Officer receives evidence from both parties, they decide whether the eviction will proceed; the landlord must meet the burden of establishing the reason for termination.¹²⁰

New Brunswick Stage 3: Investigation & Decision

Residential Tenancy Officers (RTO) are given broad discretion to investigate and come to decisions as they see fit. Investigations are not mandatory in most cases; an RTO may or may not conduct an investigation depending on their assessment of the situation. An investigation is only required for an eviction order if there has been no previous Notice to Quit served on the tenant¹²¹.

113 NB RTA s. 24(1), 24.01(3), and 24.6(1).

114 NB RTA s. 1(1.1).

115 NB RTA s. 19(4).

116 NB RTA s. 19(6)(a).

117 NB RTA s. 19(6)(b).

118 i.e falls under NB RTA s. 24.12(1).

119 NB RTA s. 24.12(3).

120 NB RTA s. 24.12(3), 24.12(4), and 24.12(5).

121 NB RTA s. 21(3).

New Brunswick Stage 4: Order of Eviction

Where a tenant has not vacated the unit by the date set out in the applicable notice, the landlord may apply in writing for an order of eviction through the Landlord's Application for Assistance form. For terminations of tenancy under *RTA section 5* (for cause) or *section 19* (non-payment of rent), the landlord may request, in writing, an eviction order from a residential tenancies officer who—with or without further investigation depending on if a previous notice to quit or vacate was given—can issue an eviction order. The eviction order can then be enforced by a sheriff.¹²²

A Notice to Quit can only be issued after investigation by a residential tenancies officer. When the effective date for termination is set out in a notice of termination or notice to vacate, the residential tenancies officer shall conduct an investigation¹²³ before granting an order of eviction.¹²⁴

Once the LTRO issues an eviction, the landlord may have a sheriff enforce the order by paying \$75 and completing an [order form](#).

122 *NB RTA sections 21(1), 21(2), 21(3), and 21(4)*

123 See *Jones v. Boucher and Boucher*, 2025 NBKB 10 (CanLII) <https://canlii.ca/t/k939m> where it was found that the RTO must provide some evidence of an investigation when issuing an eviction order.

124 *NB RTA ss. 21(2), 21(2.1), 21(2.2), 21(2.3), and 21(3)*



Nova Scotia

Nova Scotia Stage 1: Eviction Notice

A Notice to Quit can be served on a tenant in the form prescribed by regulations and *section 10(4)* of the *Residential Tenancies Act ("NS RTA")*.¹²⁵

A landlord may terminate tenancy for the following reasons:

Reason for eviction	Form	Provisions in NS RTA	Notice Required
Non-payment of rent	Form D	section 10(6)	10 days
Breach of statutory condition related to good behaviour, tidiness and repairs, compliance with municipal bylaws, and subletting	Form E	<i>sections 9(1) statutory conditions 3 and 4, 9(2) statutory condition 5 and 9B(1), 10(7B), and 10(7C)</i>	15 days (or 30 days if tenant is in a land-lease community)
Purchaser to occupy premise - only available in a rental property with 4 units or fewer	Form DR2 ¹²⁶	section 10AA	2 months and not earlier than the end date set out in the lease for fixed term leases
Additional circumstances including: <ul style="list-style-type: none"> Late payment of rent (7 days overdue) for week-to-week tenancy Student housing where tenant ceases to be a student Tenant employment with landlord ends Fire, flood, or other occurrence made unit uninhabitable Foreclosure 	Form F or Form J	sections 10(7), 10(8) (a), (b), and (c), and 10(9)-(a)	7 days

¹²⁵ *Residential Tenancies Act RSNS 1989 c. 401 ["NS RTA"]*.

¹²⁶ A landlord cannot serve a notice to quit for demolition, repairs or renovations, they can only enter into an agreement with the tenant using a DR5 or Form J. A DR5 is an agreement to terminate a tenancy.

Reason for eviction	Form	Provisions in NS RTA	Notice Required
Risk to safety and security of landlord or other tenants	Form J	section 10AF(1)(b)(ii)	7 days
Demolition, repairs, or renovation	Form DR5 or Form J	section 10AB	3 months
Landlord or landlord's family member requires possession	No form – landlord must seek order from Director	section 10(8)(f)	Up to 12 months to vacate ¹²⁷

Nova Scotia Stage 2: Dispute Period

Voiding a Notice:

Recent changes to the *RTA* have shortened the notice time for non-payment of rent.¹²⁸ A landlord may issue an eviction notice to a tenant 3 days after the day rent was due (e.g., rent due May 1st, eviction notice may be issued 3 days after non-payment, on May 5th). A tenant may void a notice to quit for non-payment of rent by paying the rent that is in arrears no later than 10 days after receiving the notice.

Disputing a Notice:

In Nova Scotia, a tenant may dispute a Notice to Quit by filing a [Form J: Application to Director](#) and paying the filing fee with Residential Tenancy Program, part of the Department of Services Nova Scotia.¹²⁹

Even if a tenant does not dispute a notice, the landlord may file a Form J to obtain an enforceable eviction order. Note, if a tenant does not dispute or pay the amount owed after being served a Form D Notice to Quit for non-payment of rent, a landlord can file a [Form K](#) to seek an Order from Residential Tenancies *without a hearing*.

Once filed, the residential tenancy officer sends the applicant a hearing package which includes a copy of the application and Notice of Hearing. The applicant must formally serve a copy of the application including Notice of Hearing to the respondent and complete a [Form L1: Certificate of Service](#). The applicant must drop off the completed L1 at Access Nova Scotia or send the completed form by email to the residential tenancy officer assigned to the file.

¹²⁷ No expiration as there is no notice.

¹²⁸ <https://beta.novascotia.ca/residential-tenancies-program-legislative-changes>

¹²⁹ *NS RTA* s. 13.

Nova Scotia Stage 3: Hearing & Decision

A residential tenancy officer may offer mediation before going to a hearing. Mediated settlements are binding and not subject to appeal. However, if a party does not comply with a settlement, the other party can apply to the Director for an order compelling compliance or compensation.¹³⁰ Otherwise, parties will participate in a hearing which are usually conducted by telephone.¹³¹ A decision will be issued within 14 days of the hearing.

Nova Scotia Stage 4: Order of Possession

Parties may appeal within 10 days to Nova Scotia's Small Claims Court. If no appeal is filed within 10 days, the landlord can request the Order of the Director (i.e., the eviction order) gets made into an Order of the Small Claims Court through the Residential Tenancy Officer for no additional cost. An Order for Vacant Possession with an Execution Order empowers a Sheriff to enforce the judgement.

¹³⁰ NS RTA s. 16(3) and 17A.

¹³¹ NS RTA s. 17(1B) and 17(1C). the Director of residential tenancies is empowered to hold hearings in person, via video conference, or any manner they consider appropriate



Prince Edward Island

PEI Stage 1: Eviction Notice

To evict a tenant in Prince Edward Island, a landlord must provide a notice of termination that meets the requirements set out in *section 53* of the [Prince Edward Island Residential Tenancy Act \("PEI RTA"\)](#).¹³² This notice must be in writing using the prescribed form and state the grounds for termination and effective date of notice. It must be given to the tenant in accordance with *section 100* of the *PEI RTA*.

A landlord may terminate tenancy for the following reasons:

Reason for Eviction	Form	Provisions in PEI RTA	Notice Required
<p>Non-payment of rent: a landlord may serve a tenant with a notice of termination for non-payment if rent is unpaid the day after it is due.</p>	Form 4(A)	<i>section 60(1)</i>	20 days
<p>Cause including:</p> <ul style="list-style-type: none"> Repeated late rent Unreasonable number of occupants Damage to rental unit or residential property <p>For full list of reasons that constitute eviction for cause see s. 61 (1)(a)-61(1)(l)</p>	Form 4(A)	<i>section 61(1)</i>	1 month
<p>Serious Cause including:</p> <ul style="list-style-type: none"> Significant interference or unreasonable disturbance Jeopardizing health or safety of landlord or another occupant Putting landlord's property at significant risk Engaging in illegal activities Causing unreasonable damage Jeopardized or likely to jeopardize another occupant or landlord 	Form 4(A)	<i>section 61(8)</i>	<p>Landlord issuing a notice for cause can request an early end to the tenancy pursuant to <i>section 61(7)</i>. If the Director allows them to do so based on the requirements set out in <i>section 61(8)</i>. Per <i>section 61(9)</i> of the <i>RTA</i>, notice of termination to the tenant is not required.</p>

¹³² Residential Tenancy Act, S.P.E.I. 2022, c. 88 ["PEI RTA"].

Reason for Eviction	Form	Provisions in PEI RTA	Notice Required
Landlord's use of property: if landlord, a close family member, or their caretaker (when the landlord or family member already reside in the building) require the rental unit for a period of at least one year.	Form 4(B)	<i>section 62</i>	4 months
Purchaser's use of property: where a residential property contains fewer than three rental units and a purchaser or their close family member or caretaker requires the rental unit.	Form 4(B) and an affidavit ¹³³	<i>section 63</i>	2 months for purchaser themselves; 4 months for purchaser's family or caretaker
Demolition, conversion, renovation, or repairs: landlord can serve a tenant with notice of termination for demolition or conversion to non-residential use after obtaining all necessary permits and approvals required by law. Additional approval from the Director of Residential Tenancy Office is required to serve notice for renovations or repairs that require the unit to be vacant.	Form 4(B)	<i>section 64</i>	6 months for demolition and conversion to non-residential use and 6 months after Director approval for renovations and repairs requiring vacant possession
Tenant ceases to qualify for rental unit in subsidized housing	Form 4(B)	<i>section 67</i>	4 months

PEI Stage 2: Dispute Period

Voiding a Notice

For a notice of termination for non-payment of rent, a tenant may void the termination notice by paying the overdue rent in full within 10 days of receiving notice.¹³⁴

Disputing a Notice

Generally, a tenant is presumed to accept the notice for termination and must move out by the date specified unless they dispute it by filing a [Form 2\(A\) – Tenant Application to Determine Dispute](#) within the applicable time-period.

¹³³ Notice under PEI RTA s. 63 is only valid if accompanied by an affidavit certifying that the purchaser in good faith requires possession.

¹³⁴ PEI RTA s. 60(4)(a).

The time period to dispute depends on the type of termination notice:

Type of Eviction	Dispute Period ¹³⁵
Non-payment of rent	10 days
Cause	10 days
Landlord's use	1 month
Purchaser's use	1 month
Demolition, conversion, renovation, or repairs	1 month
Tenant ceases to qualify for subsidized housing	1 month

To dispute a notice for termination, a tenant must file the Form 2(A) with the Residential Tenancies Office and serve a copy of the application on the landlord within 5 days of filing.¹³⁶ Whether an application is scheduled for a hearing or mediation is based on the Director's opinion of the parties' likelihood to settle by mediation.¹³⁷

PEI Stage 3: Hearing & Decision

Hearings are conducted remotely (e.g., by phone and other electronic means, in writing, or a combination of the two).¹³⁸ The Director of Residential Tenancy will issue their decision and reasons in writing within 90 days of the application.¹³⁹

Both the landlord and tenant have the right to appeal. If they wish to do so, they must appeal the Order within 20 days after receiving the decision for an eviction for landlord's use, purchaser's use, or demolition, renovation, or repair¹⁴⁰ and 7 days for eviction orders made for non-payment of rent or cause.¹⁴¹ Appeals are commenced by filing a Notice of Appeal to the Island Regulatory Appeals Commission (IRAC).¹⁴²

PEI Stage 4: Order of Possession

If the tenant does not dispute a notice but remains in the unit past the effective date of the termination notice, the landlord must apply for a court order to have the tenant removed.

An order of the Residential Tenancy Office may be enforced by filing it with the Court. Once filed, it becomes enforceable as a Court Order. An Order directing a tenant to vacate a rental unit may be sent to the Sheriff for enforcement.¹⁴³ However, a Sheriff cannot enforce an order directing a tenant to vacate a rental unit until the time period for appeal to the Commission has expired (i.e., 7 or 20 days depending on the type of eviction).¹⁴⁴

135 PEI RTA s. 60(4)(b), 61(5), 62(4), 63(6), 64(6), and 67(5).

136 PEI RTA s. 77.

137 PEI RTA s. 79(4).

138 PEI RTA s. 80(1).

139 PEI RTA s. 84.

140 PEI RTA s. 89(4).

141 PEI RTA s. 89(5).

142 https://irac.pe.ca/rental_section/rental/

143 PEI RTA s. 51(4).

144 PEI RTA ss. 85(5) and 89(4) and (5).

Newfoundland and Labrador

Newfoundland and Labrador Stage 1: Eviction Notice

A landlord in Newfoundland and Labrador may submit either a [Standard notice to terminate](#) or [Early termination notice of cause](#) to terminate a lease. Notice must comply with *section 35(2)* of the [Residential Tenancies Act \["NLL RTA"\]](#)¹⁴⁵ and be for one of the following reasons:

Reason for Eviction	Form	Provisions in RTA	Notice Required
<p>Non-payment of rent: a landlord may give a tenant notice where rent is overdue for:</p> <ul style="list-style-type: none"> • 3 days or more in weekly tenancies (<i>s. 19(1)(a)</i>), or • 5 days or more in monthly or fixed term tenancies (<i>s. 19(1)(b)</i>) 	Notice to Terminate Early - Cause	<i>section 19</i>	3 days for weekly tenancies; 10 days for monthly or fixed term
<p>Breach of material term: if landlord gives tenant written notice of breach, and tenant fails to remedy the contravention in a reasonable time, the landlord may give tenant notice that the rental agreement is terminated</p>	Notice to Terminate Early - Cause	<i>section 20</i>	1 week for weekly tenancies; 1 month for monthly or fixed term tenancies
<p>Cause (breach of statutory condition) including:</p> <ul style="list-style-type: none"> • Disturbing others' quiet enjoyment • Premises uninhabitable • Failure to keep unit clean or repair damage 	Notice to Terminate Early - Cause	<i>sections 21, 22, 24(1)</i>	5 days; immediate for causing the premises to be uninhabitable
<p>Group termination (50% or more of the residential premises) for demolition, change of use, renovations, or repairs where landlord has obtained necessary permits.</p>	Notice to Terminate Early - Standard ¹⁴⁶	<i>sections 28(3) and 28(5)</i> ¹⁴⁷	6 months (unless Director determines notice period would cause undue hardship to landlord or tenant- may be extended or shortened)

¹⁴⁵ *Residential Tenancy Act, 2018 SNL c. R-14.2* ["NLL RTA"].

¹⁴⁶ Under a group termination a landlord is still required to provide each tenant with a Notice to Terminate, Early Standard.

¹⁴⁷ Group terminations under *NLL RTA 28(5)* preserve the right of the landlord to evict greater than 50% of tenants with a 3-month period for specific causes including evictions under *s. 19(1), 20(2) or 24(1)*.

Reason for Eviction	Form	Provisions in RTA	Notice Required
No reason or cause required	Notice to Terminate Early - Standard	<i>section 18(2)</i>	4 weeks for weekly tenancies; 3 months for monthly or fixed term.

Note: Notice must meet requirements set out in section 34 and be served in accordance with section 35.

Newfoundland and Labrador Stage 2: Dispute Period

Voiding Notice

If a tenant pays the full amount of overdue rent and a late fee¹⁴⁸ by the date stated on the notice of termination (i.e., within 3 days of the notice or within 10 days depending on the length of the lease), then the rental agreement is not terminated. However, the option to void a notice of termination is not available to a tenant who receives their third notice for non-payment in a 12-month period.¹⁴⁹

Disputing Notice

If a tenant believes they have received a notice of termination to retaliate for, deter, or intervene with a complaint application in relation to the residential premises, they may, within one month of receiving the notice, apply to the Director of Residential Tenancies (via Service NL) for an order declaring the tenancy is not terminated.¹⁵⁰

Additionally, landlords may apply to the Residential Tenancies Office seeking an order for the premises to be vacated if a tenant does not move out by the date set out in the notice.¹⁵¹

In either case, the applicant pays a \$20 filing fee, files the [Application for Dispute Resolution](#), and must notify the other party in accordance with section 42. Acceptable methods of notifying the other party include giving the other party a copy of the application personally, sending by registered mail, or electronically (e.g., via email) if the other party has provided an electronic address for receipt of documents (s. 42(3)). An appeal can be made to the Supreme Court of Newfoundland and Labrador no later than 30 days after a copy of the order has been provided to the persons appealing the decision.¹⁵²

¹⁴⁸ *NLL RTA s. 15(1)* says "Where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister," and s. 15(2) allows the landlord to charge the tenant the equivalent of any bank fees charged for the return of a payment due to insufficient funds.

¹⁴⁹ *NLL RTA s. 19(2) and (3).*

¹⁵⁰ *NLL RTA ss 29(1) and (2).*

¹⁵¹ *NLL RTA s 47(1)(e).*

¹⁵² *NLL RTA s. 50(1) and (2).*

Newfoundland and Labrador Stage 3: Hearing & Decision

After an application for dispute resolution is filed with the Residential Tenancies Office, parties will have the opportunity to resolve through mediation or adjudication (i.e., a hearing). The applicant indicates on the application form if they consent to mediation, and when served with the notice, the respondent is instructed to contact the Residential Tenancies Office to express whether they have an interest in pursuing mediation.¹⁵³ If proceeding by a hearing, the applicant must serve the respondent with the notice of hearing (including date and time) 10 days before the hearing.¹⁵⁴ Hearings usually are conducted via teleconference.¹⁵⁵

Should a tenant believe a legal error occurred which led to the decision, they may appeal to the Supreme Court on a question of law. Appeals must be filed before 30 days expire after the Director issues their order.¹⁵⁶

The difference between mediation and adjudication:¹⁵⁷

If parties wish to negotiate an agreement via mediation, a Residential Tenancies Officer will mediate the dispute. Mediation results in a written agreement that is enforceable in the same way an order is. The major difference between mediation and adjudication is that in a mediated outcome, parties come to an agreement whereas in adjudication, the Residential Tenancy Officer hears both parties and independently decides and renders a decision. Importantly, a mediated settlement cannot be reconsidered or appealed like hearing orders can.

Newfoundland and Labrador Stage 4: Order of Possession

If the director upholds the eviction, the landlord will be granted an order of possession. If a tenant does not comply or vacate by the date set out in the order, the landlord may seek a certified order pursuant to section 47(2) from the Residential Tenancies Office. The certified order is enforceable by the Sheriff's Office.¹⁵⁸

153 <https://www.gov.nl.ca/dgsnl/files/LT-1-Guide-DRP-Completing-an-Application.pdf>

154 <https://www.gov.nl.ca/dgsnl/files/LT-3-Guide-DRP-Notice-of-Hearing.pdf>

155 Hearings can also be conducted through written submissions, a combination of teleconference and written submissions, and in-person: <https://www.gov.nl.ca/dgsnl/files/LT-3-Guide-DRP-Notice-of-Hearing.pdf>

156 *NLL RTA s. 50*

157 *NLL RTA s. 45*

158 *NLL RTA s. 47(1)(e)*

Conclusion

This is the first report to summarize the different legislative environments that impact evictions processes in each of Canada's ten provinces. While this report does not compare the eviction processes in each of the provinces, it is evident that there are significant procedural differences in legal protections. These processes have also been summarized into maps which can be accessed on the [Balanced Supply of Housing's webpage](#).



Sheriff's department court
services division

VICTION
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