



HOW TO END A TENANCY IN A REAL ESTATE TRANSACTION

According to *The Residential Tenancies Act, 2006*

Disclaimer: This document is a simplified summary of select sections of The Residential Tenancies Act 2006. While every effort has been made to provide an accurate overview without interpretation, there may inherently be elements of interpretation. This summary is not a substitute for the actual legal texts or professional legal advice. If you have questions or need clarification on any points, please consult the Office of Residential Tenancies or seek advice from a qualified lawyer. This document is not intended as legal advice.

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TWO-STEP EVICTION PROCESS IN SASKATCHEWAN

Evicting a tenant in Saskatchewan involves two main steps. Most landlords only need to do the first step, as most tenants will leave after receiving a notice to vacate. However, if a tenant refuses, a second step is needed.

Step 1: Giving a Notice to Vacate

- The landlord gives the tenant an approved eviction form.
- This is usually a matter between just the landlord and tenant.
- Usually, the tenant will leave by the date on the notice, and nothing more needs to be done.

Step 2: Getting a Writ of Possession (Only if Needed) *(RTA s.67)*

- If the tenant disagrees with the notice and won't leave, the landlord has to apply to the Office of Residential Tenancies.
- The landlord proves that they gave the notice to the tenant.
- A hearing officer decides whether the notice is fair.
- If they decide it is, they give the landlord a writ of possession.
- This writ says the landlord has the right to the property and can get a sheriff to enforce it if needed.



GIVING PROPER NOTICE

Notice Format *(RTA s.63-e)*

To be effective, a landlord's notice to end a tenancy must be in the approved form (provided by the Office of Residential Tenancies) and filled out completely and correctly.

One Full-Month's Notice *(RTA s.60-3.1)*

Some scenarios require one full-month's notice. This means that notice cannot be effective earlier than one month after the tenant receives the notice, and it must be given at least one day before the day in the month, or in the other period on which the tenancy is based (weekly, biweekly, etc.), that rent is payable under the tenancy agreement.

For example: A tenancy is month-to-month and rent is due on the first day of the month. If the landlord wants the tenant to move out by the end of June, they must serve the notice no later than May 31st. If they were to serve the notice even as late as the next day, June 1st, the tenants would have until July 31st to move out.

Two Full-Months' Notice *(RTA s.60-3)*

Some scenarios require two full-months' notice. This means that notice cannot be effective earlier than two months after the tenant receives the notice, and it must be given at least one day before the day in the month, or in the other period on which the tenancy is based (weekly, biweekly, etc.), that rent is payable under the tenancy agreement.

For example: A tenancy is month-to-month and rent is due on the first day of the month. If the landlord wants the tenant to move out by the end of June, they must serve the notice no later than April 30th. If they were to serve the notice even as late as the next day, May 1st, the tenants would have until July 31st to move out.

After Notice: Wait to Apply for Possession *(RTA s.60-9,10)*

If you give a tenant a notice to end tenancy (Step 1), you usually should wait 15 days before applying for possession (Step 2). This is because if the tenant does not dispute the notice in writing within these 15 days, they are automatically considered to have accepted the end of tenancy on the stated date, and are required to leave the property by then.

However, if you apply for a possession order before the 15 days are up, the tenant is considered to have disputed the notice, regardless of whether they have actually responded to the notice or not. This means it can be in your best interest to wait the full 15 days to see if the tenant disputes the notice, to streamline the process and avoid unnecessary complications. If they do dispute within 15 days, you may immediately move to Step 2.



DIFFERENCES FOR TENANCY TYPES

Two Basic Types of Tenancies

There are two basic types of residential tenancies. Those that have written end dates and those that carry on indefinitely. In the context of a real estate transaction, only one type can be ended prematurely.

The type that can be ended early is called a “periodic” tenancy.

The type that cannot be ended early is called a “fixed-term” tenancy.

It doesn't matter what a buyer wants to do with the property, a fixed-term tenancy can only be cut short if the tenant significantly breaches the terms of the tenancy agreement or agrees in writing to end it. Even if the buyer wants to move into the unit, convert it to some other use, or significantly renovate it - they must wait until a fixed-term tenancy agreement expires.

Periodic Tenancies (RTA s.2-h)

A periodic tenancy is a tenancy that operates on a weekly, monthly, or other periodic basis and continues without a defined end date. When a tenant is in a periodic tenancy, they can be served notice to vacate for any of the reasons on the next page.

Fixed-Term Tenancies (RTA s.2-d)

A fixed-term tenancy is when you have a written rental agreement that clearly states the specific date the rental period will end. When the tenant is in a fixed-term tenancy agreement, they must be allowed to live in the property until their lease expires*. None of the reasons on the following page apply to a tenant in a fixed-term tenancy.

*In order to ensure that they do leave when their lease expires the landlord must serve a *Two-Month Notice of Intention Form* two months before the end of the tenancy. This form must indicate that the Landlord does not wish to renew the tenancy. If this form is not served, the tenancy will default to a periodic tenancy after the fixed term ends.



THREE REASONS TO EVICT IN A REAL ESTATE TRANSACTION

Reason 1: Buyer Plans On Moving In (One Full-Month's Notice) (RTA s.60-6)

Approved Form - Notice to Vacate: Purchaser Occupy

If the buyer, or a close friend or family member of the buyer wants to move into the rental unit, they must fulfill the following criteria (a, b, and c).

- (a) The landlord (seller) enters into an agreement in good faith to sell the rental unit,
- (b) All conditions on which the sale depends have been satisfied, and;
- (c) The future landlord (buyer) requests the current landlord (seller) in writing to end the tenancy for either of the reasons outlined in (i) or (ii).
 - (i) The landlord (with no less than one-half interest) or a close family member or friend of the landlord intends in good faith to occupy the rental unit.
 - (ii) The landlord is a family corporation (with no less than one-half interest), and an individual owning voting shares in the corporation, or a close family member or friend of that individual, intends in good faith to occupy the rental unit.

Reason 2: Buyer Wants To Alter Or Convert (Two Full-Month's Notice) (RTA s.60-7)

Approved Form - Notice to Vacate: Specified Uses

If the landlord has all the necessary permits and approvals required by law, and intends in good faith, to do any of the following:

- (a) Demolish the rental unit.
- (b) Renovate or repair the rental unit in a manner that requires the rental unit to be vacant.
- (c) Convert the residential property to condominiums pursuant to *The Condominium Property Act, 1993*.
- (d) Convert the residential property into a continuing housing co-operative as defined in *The Co-operatives Act, 1996*.
- (e) Convert the rental unit for use by a caretaker, manager or superintendent of the residential property.
- (f) Convert the rental unit to a non-residential use.

Reason 3: Conversion to Housing Program (One Full-Month's Notice) (RTA s.60-7.1)

Approved Form - Notice to Vacate: Housing Program Purposes

The landlord intends to convert the rental unit for use in a housing program.