

## 3.5 MOVE OUTS

### 3.5.1 Tenant Notice to Vacate

When a tenant intends to vacate his/her unit the process is as follows:

- Tenant submits written Notice to vacate
- Notice is logged by reception and forwarded to Tenant Placement

#### a) Proper Notice Received

If Notice is deemed to be properly given by Tenant Placement, an acknowledgment letter is sent to the tenant which:

- confirms their notice was received and accepted
- states that their unit will begin to be shown to prospective tenants
- informs them that they must contact the Superintendent to perform a unit inspection to determine the condition of the unit and turn in their keys
- clearly states they are responsible to return the unit to its original condition and to repair any unit damage
- requests a forwarding address so that DRNPHC can contact them after they vacate

#### b) Short Notice Received

If the Notice received from the tenant is deemed to be Short (less than 60 days) but otherwise valid, the tenant is sent a letter stating that their Notice was less than what is required by the Tenant Protection Act. The letter indicates the actual date that the tenant remains responsible up until for the full rent and any utilities.

Other information contained in this letter is the same as indicated in (3)b-e above.

#### c) Special Circumstances - Waiver of Proper Notice

If a tenant is no longer able to care for themselves and must transfer to a nursing home DRNPHC will waive the 60 Notice period and accept 30 days Notice without penalty. Tenants must provide written confirmation of registration in a recognized nursing or attendant care facility to qualify. DRNPHC does not want to hold a tenant responsible for the full 60 days Notice period if they can no longer live independently and may be a safety risk to themselves without the attendant care services of a nursing home.

d) Invalid/Unacceptable Notice Received

If the Notice is invalid, Placement staff attempt to contact the tenant by phone to indicate what is required. If the tenant cannot be contacted by phone, then a letter is sent to supply the same information. Notice is not deemed to be accepted until 'Proper' Notice is received as outlined in (3) above.

e) Breakdown of Joint Tenancy

When the Corporation receives a Notice to Vacate from one member of a household while another member(s) will be remaining in the unit, it is considered a breakdown of joint tenancy.

If the Notice is deemed to be 'proper', a 'Change in Tenancy' acknowledgement letter is sent to the individual(s) that will be vacating the unit. This letter informs the person vacating that there is a 60 day written Notice period required before their name can be removed from the lease. It also states that they will be jointly responsible for any arrears or damages that occur during this time.

If a satisfactory unit inspection is received and no legal action is pending against the unit just prior to move out, a new lease agreement is drafted and the remaining tenants are contacted to arrange a lease signing. A copy of the move out inspection is kept in the current tenant's file for reference when the remaining tenant(s) move out. Current proof of income for the remaining household members is required if the household is receiving a rent subsidy before a new lease is signed.

The Corporation will not remove the name of one individual at the request of another individual residing in same unit.

### 3.5.2 Pre-Move Out Inspection

If the property manager does not know the condition of the unit or is aware that the unit is in poor condition, they may arrange to perform a pre-move out inspection. The purpose of this inspection is to determine and plan for repairs, restoration, or to document the state of the unit's condition. After serving a 24 hour Notice of Entry the DRNPHC staff person goes through the unit and completes a 'Unit Inspection Report' Form. If damaged areas are noted a letter is sent to the tenant by the property manager stating that the damage must be repaired prior to vacating or they will be held responsible for the cost of repair.

### 3.5.3 Move Out Inspection

On or around the beginning of the last month of tenancy, the tenant is required to

contact the property manager or superintendent to arrange a date and time for a move out inspection. On the day the tenant is physically moving out of the unit the superintendent will walk through the unit with them to complete a 'Unit Inspection Report' Form. Areas requiring repair or return to their original condition noted in the pre move out inspection (if any) are reinspected for compliance. The out going tenant signs the Form and relinquishes all unit keys to the superintendent. The superintendent will provide the tenant with the pink copy of the signed Inspection Form. The unit is locked and possession returns to DRNPHC.

If the tenant is unavailable or refuses to arrange a move out inspection, the inspection will be carried out without the tenant. A copy of the inspection form is placed in the tenant's file for future reference if required. If staff safety upon entry to the unit is an issue (ie. eviction, pets), then the move out inspection will be performed after the unit is vacated.

#### 3.5.4 Early Unit Re-Rental Process

- a) The tenant requests that their unit be re-rented prior to their 60 day responsibility period being completed. If the request for early unit re-rental is included in the original Notice to Vacate submitted by the tenant, the response letter will acknowledge their request for early unit re-rental. If the request is subsequent to their original request placement staff will ask for the request in writing.
- b) Placement staff note the 'earlier' availability date for the unit and arrange viewings if the unit meets the needs of an applicant. Out-going tenants are contacted if an applicant, who has successfully been through DRNPHC's approval process, is available to rent their unit. They are informed of the possible move in date and asked to submit a signed agreement to relinquish the unit on the day prior. The out-going tenant is also informed that unless a new agreement is signed, they are still responsible for the full 60 day Notice period.
- c) Once the signed relinquish agreement is received at the office , arrangements are made with the applicant to sign a lease agreement. If the applicant backs out or does not meet eligibility requirements, then the out-going tenant is contacted and informed. If the out-going tenant does not relinquish their unit as per their agreement they are informed that they are overholding and will be subject to costs related to the inability of the incoming tenant to move in.

#### 3.5.5 Overholding of Units Process

If a tenant does not vacate their unit according to their written Notice to Vacate or their written confirmation that they are vacating on a Notice received from the

landlord or Ontario Rental Housing Tribunal (ORHT) (N4, Application, etc.), they are considered to be overholding.

If the Corporation becomes aware of an existing tenant's intention not to move out of their unit as agreed to in writing (see above), a letter will be sent to their unit informing them that this is considered overholding and it is unacceptable. The tenant is also informed that they will be responsible for any costs charged to the Corporation by the new lessee as a result of this overholding. (See Letter A)

a) Tenant Placement

When the Corporation learns of a possible overholding situation, placement staff will notify the new lessee of the matter to determine if their move in date is flexible. Placement staff will also seek out any potential alternate vacancies within the Corporation's portfolio that could serve as a substitute while the overholding issue is resolved.

b) Property Manager

When the property manager is informed of a potential overholding situation they will begin preparation of a Form L3 Application to the ORHT. If the Order is received from the Tribunal and the overholding tenant has not vacated, the property manager takes the Order to the Sheriff for enforcement.

### 3.5.6 Death of a Tenant

Section 49 of the TPA deals specifically with the tenancy obligations of the landlord and the tenant when that tenant dies. It states that if a tenant of a unit dies and there are no other tenants of the rental unit, then the tenancy shall be deemed to be terminated 30 days after the death of the tenant.

a) Contacting the Executor/Next of Kin

Once DRNPHC is informed that a tenant has passed away and allowing for sufficient time for the family to grieve their loss, the Manager of Tenant Services will contact the executor or next of kin for the deceased to explain what the responsibility is for the tenancy in regards to the TPA, and requests a copy of the death certificate. If a copy of the death certificate is not received then a full 60 days responsibility will apply to the unit.

b) Access to the Unit

In accordance with the TPA, the Corporation will grant reasonable access to the unit to the executor, administrator of the will, or the next of kin in order to

remove the deceased tenant's property. A copy of the tenant's will or other identification is required to substantiate the identity of the executor or next of kin.

This person must also sign a form accepting responsibility for the contents removed from the unit. Reasonable access will be given through advance bookings with site staff. Unit keys will not be issued.

If the naming of the executor or next of kin is in dispute, DRNPHC will change the locks on the unit until the appropriate person can be determined through identification. *The locks on the unit of the deceased will not be changed unless rights to access the unit are disputed or DRNPHC staff feel that there may be unknown persons with extra keys to the unit.*

c) Unit Re-Rental

If the executor or next of kin requires more than 30 days to remove all of the personal belongings in the unit they may request an extension on the original 30 days. Such requests shall be in writing. Extensions shall be granted in one month increments and the next of kin shall be responsible for all rent and utilities during this time.

Tenant Placement will not re-rent the unit before the original 30 day responsibility has expired unless written consent is received from the executor or next of kin, all items have been removed from the unit, and unit keys have been returned. Should the unit be successfully re-rented prior to the 30 days responsibility, the estate of the deceased will be refunded a pro-rate amount overpaid.