

Sellers and Tenants

Showings

Tenants are given written notice 24 hours and not more than 30 days before entry stipulating date and time and purpose for entering. It is preferable if the Seller and Tenant can agree to a schedule of viewing times.

Ending Tenancy when a Property is Sold

When all conditions on which the sale depends have been satisfied, the Buyer can ask the Seller in writing, to give the tenant two months notice to vacate the premises. The Seller cannot be compelled to give notice to an existing tenant unless it was agreed to in writing—usually in the Contract of Purchase and Sale. Notice is to be given before the end of a rental payment period and takes effect at 1:00 P.M. on the last day of a subsequent rental payment period. For example, if rent is paid on the 1st of the month, a notice received on March 28th takes effect on May 31st. Depending on how notice is served, three full days or more may be required before the end of rental period.

Tenant's Rights

A Seller who gives a tenant notice ending the tenancy for Landlord use must pay the tenant, on or before the effective date of the notice, one month's rent as compensation or offer one month's free rent instead.

Once given notice, the tenant can end the tenancy early by giving the Seller 10 days written notice and paying the Seller the proportion of the rent due to the effective date of the tenant's notice. Under these circumstances, the landlord still has the obligation to pay the equivalent of one month's rent.



Damage Deposits

At the end of a tenancy, a landlord must return a tenant's security deposit with interest minus agreed amounts for unpaid rent, cleaning costs or damage. Security deposit interest is calculated based on an interest rate set at the beginning of each year. In most cases, the Seller(s) and Buyer(s) address the transfer of deposit(s) in the Contract of Sale and the Buyer will be compensated for the appropriate amount on the Statement of Adjustments drawn up by their lawyer if need be. The Buyer then assumes responsibility for any deposits held on the property.