

Guide Form DR5: Agreement to Terminate for Demolition, Repairs or Renovations

(under subsection 10AB(1) of the Residential Tenancies Act)



What is this form for?

Use this form when the parties have agreed to termination of the lease for the purpose of demolition or making repairs or renovations to the residential premises so extensive so as to require a building permit and vacant possession of the residential premises.

Important Information

Any agreement between a landlord and tenant to terminate for demolition, repairs or renovations must be in this form

How to complete this form?

Parties

Give the full names of the parties as it appears in the lease. If there is no lease put the tenant's full name and use the landlord's company name or full name.

Street number and name

Give your full civic address of the parties as it appears on the lease. If there is no lease, put the full civic address of the parties.

Address of residential premises

Give the complete address of the place being rented as it appears on the lease. If you do not have a lease, give the full civic address.

Rental amount and compensation

Give the full rental and amount of compensation for the tenant based on the size of the residential complex where the residential premises are located.

If the residential complex contains more than four residential premises, the tenant whose tenancy is terminated is entitled to compensation equivalent to the rent payable for the last three months.

If the residential complex contains four or fewer residential premises the tenant whose tenancy is terminated is entitled to compensation equivalent to the rent payable for the last month.

Sign and date

Both parties must mutually agree and sign and date the DR5.

Other important information

Where the landlord and tenant do not mutually agree to terminate a tenancy, the landlord may make an application to the Director for an order directing the landlord to be given vacant possession of the residential premises on the date specified in the order, but not less than three months and not greater than 12 months from the date of the order.

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1. Parties

This agreement is made between

Landlord (company or first name, initial, last name)

Street number and name (civic address) _____ Apartment _____

City or town _____ Province _____ Postal code _____

Phone _____ Email _____

and

Tenant (first name, initial, last name) _____

Forwarding address (if known) _____ Apartment _____

City or town _____ Province _____ Postal code _____

Phone _____ Email _____

2. Address of residential premises

Street number and name (civic address) _____ Apartment _____

City or town _____

Agreement to terminate tenancy

The landlord and the tenant mutually agree to terminate the tenancy for the purposes of demolition or making repairs or renovations to the residential premises. The three months' notice period starts on the date the mutual agreement to terminate the tenancy is reached.

Date tenancy ends _____

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3. Rental amount and compensation

Compensation or Tenant is Accepting Another Unit from the Landlord

(please check one of the following, whichever applies)

Compensation

Under subsection 10AC(2) of the Act, the tenant is entitled to compensation as follows:

- Building with 4 units or less – tenant is entitled to compensation equal to 1 month’s rent
- Building with 5 units or more – tenant is entitled to compensation equal to 3 months’ rent

Current rent payable by tenant: \$_____ per month

Building comprises (check one) 4 units or less 5 units or more

Compensation Amount Tenant is Entitled to: \$_____

Tenant is Accepting Another Unit from the Landlord

Under subsection 10AC(5) of the Act, if the landlord provides another unit that is acceptable to the tenant, and the tenant agrees to enter into a lease for the new unit with the same benefits and obligations as the current lease, the tenant is not entitled to the compensation outlined above.

Note to Tenant

You are not required to enter into this agreement. If you do not agree to terminate the tenancy, your landlord must make an application to the Director. If the Director decides to terminate your tenancy, you will still be entitled to the compensation as outlined above.

Even if you have signed this agreement, you have the right under subsection 10AB(5) of the Act to terminate your tenancy earlier than the date specified in this agreement, by giving your landlord at least 10 days’ notice of your early termination date. If you exercise your right to terminate early under subsection 10AB(5), you are still entitled to the compensation as outlined above.

See Sections 10AB, 10AC and 10AD of the Act, which set out the rules that apply when a landlord terminates your tenancy for the purposes of demolition, repairs or renovations.

4. Sign and date this form

Date (YYYY MM DD) _____ Tenant’s signature _____

Print name _____

Date (YYYY MM DD) _____ Landlord’s signature _____

Print name _____