



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.

CONTENTS

Page 1: Two-Step Eviction Process in Saskatchewan

Page 2: Giving Proper Notice

Page 3: Differences for Tenancy Types

Page 4: Three Reasons to Evict in a Real Estate Transaction

Pages 5-8: Approved Forms (As of 2025-03-27)

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.

Notice to Vacate: Purchaser Occupy

The Residential Tenancies Act, 2006 [Subsection 60(6)]

Office of Residential Tenancies

Questions about your rights?

Contact the Office of Residential Tenancies (ORT) at 1-888-215-2222 or ORT@gov.sk.ca or visit Saskatchewan.ca/ort

Rental Unit Address:

Tenant Legal Name(s):

This is one month's notice to terminate your tenancy of the above property as of DD/MM/YYYY OR the last day of the next month of your tenancy after delivery of this notice, whichever is later. You must vacate on or before that time.

The reason for giving this notice is the following: (a) the landlord has, in good faith, sold the rental unit; (b) all the conditions of sale have been satisfied; and (c) the purchaser has asked the landlord, in writing, to give notice to end the tenancy on one of the following grounds:

the purchaser is an individual and the purchaser, or a close family member or friend of the purchaser, intends in good faith to occupy the rental unit; or

the purchaser is a family corporation 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.

Date Printed:

Signature of Landlord/Agent

Landlord Legal Name:

Landlord Mailing Address:

Landlord Email:

Tenant: To dispute this notice, complete the dispute notice below and return it to the landlord within 15 days of receiving this notice. If you do not dispute the notice within 15 days, you will be deemed to have accepted that the tenancy ends, and you must vacate by the date indicated on this notice or earlier.

Pursuant to section 61, after receiving this notice, you may end the tenancy earlier by giving 10 days notice and by paying the portion of rent due, if any, to that date.

TENANT DISPUTE NOTICE

Tenant Legal Name(s):

I/We hereby dispute the above notice served on me/us by the landlord.

Date:

Signature of Tenant(s):

INFORMATION

This completed notice must be served pursuant to subsection 82(1)(a) of *The Residential Tenancies Act, 2006*. A landlord may then apply for possession of the rental unit to the ORT through the ORT's online portal at www.saskatchewan.ca/ort.

Once an application has been submitted in full, the ORT will schedule a hearing and send out the hearing notice to the landlord. The landlord MUST serve the completed hearing notice on the tenant(s) pursuant to subsection 82(1)(a). At the hearing, each party will have the opportunity to respond to the claims indicated on the hearing notice. A decision will be issued after the hearing and sent to both parties by email or mail.

If a Writ of Possession is issued, a landlord may have a Sheriff remove the tenant(s) from the rental unit.

Notice to Vacate: Specified Uses

The Residential Tenancies Act, 2006 [Subsections 60(7)]

Office of Residential Tenancies

Questions about your rights?

Contact the Office of Residential Tenancies (ORT) at 1-888-215-2222 or ORT@gov.sk.ca or visit Saskatchewan.ca/ort

Rental Unit Address:

Tenant Legal Name(s):

This is two month's notice to terminate your tenancy of the above property as of DD/MM/YYYY OR the last day of the second month of your tenancy after delivery of this notice, whichever is later. You must vacate on or before that time. The reason for giving this notice is as follows:

A landlord may end a periodic tenancy respecting a rental unit if the landlord has all the necessary permits and approvals required by law, and intends in good faith, to do any of the following:

- demolish the rental unit
- renovate or repair the rental unit in a manner that requires the rental unit to be vacant
- convert the residential property to condominiums pursuant to *The Condominium Property Act, 1993*
- convert the residential property into a continuing housing co-operative as defined in *The Co-operatives Act, 1996*
- convert the rental unit for use by a caretaker, manager or superintendent of the residential property
- convert the rental unit to a non-residential use.

Date Printed:

Signature of Landlord/Agent

Landlord Legal Name:

Landlord Mailing Address:

Landlord Email:

Tenant: To dispute this notice, complete the dispute notice below and return it to the landlord within 15 days of receiving this notice. If you do not dispute the notice within 15 days, you will be deemed to have accepted that the tenancy ends, and you must vacate by the date indicated on this notice or earlier.

Pursuant to section 61, after receiving this notice, you may end the tenancy earlier by giving 10 days notice and by paying the portion of rent due, if any, to that date.

TENANT DISPUTE NOTICE

Tenant Legal Name(s):

I/We hereby dispute the above notice served on me/us by the landlord.

Date:

Signature of Tenant(s):

INFORMATION

This completed notice must be served pursuant to subsection 82(1)(a) of *The Residential Tenancies Act, 2006*. A landlord may then apply for possession of the rental unit to the ORT through the ORT's online portal at www.saskatchewan.ca/ort.

Once an application has been submitted in full, the ORT will schedule a hearing and send out the hearing notice to the landlord. The landlord MUST serve the completed hearing notice on the tenant(s) pursuant to subsection 82(1)(a). At the hearing, each party will have the opportunity to respond to the claims indicated on the hearing notice. A decision will be issued after the hearing and sent to both parties by email or mail.

If a Writ of Possession is issued, a landlord may have a Sheriff remove the tenant(s) from the rental unit.

Notice to Vacate: Housing Program Purposes

The Residential Tenancies Act, 2006 [Subsection 60(7.1)]

Office of Residential Tenancies

Questions about your rights?

Contact the Office of Residential Tenancies (ORT) at 1-888-215-2222 or ORT@gov.sk.ca or visit Saskatchewan.ca/ort

Rental Unit Address:

Tenant Legal Name(s):

This is one month's notice to terminate your tenancy of the above property as of DD/MM/YYYY OR the last day of the next month of your tenancy after delivery of this notice, whichever is later. You must vacate on or before that time.

The reason for giving this notice is the following:

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

the tenant in a rental unit is not eligible for continued participation in a housing program

a tenant in a rental unit that is part of a housing program occupies a rental unit whose size or structural features exceed the requirements of the tenant and the tenant's family

Date Printed:

Signature of Landlord/Agent

Landlord Legal Name:

Landlord Mailing Address:

Landlord Email:

Tenant: To dispute this notice, complete the dispute notice below and return it to the landlord within 15 days of receiving this notice. If you do not dispute the notice within 15 days, you will be deemed to have accepted that the tenancy ends, and you must vacate by the date indicated on this notice or earlier.

Pursuant to section 61, after receiving this notice, you may end the tenancy earlier by giving 10 days notice and by paying the portion of rent due, if any, to that date.

TENANT DISPUTE NOTICE

Tenant Legal Name(s):

I/We hereby dispute the above notice served on me/us by the landlord.

Date:

Signature of Tenant(s):

INFORMATION

This completed notice must be served pursuant to subsection 82(1)(a) of *The Residential Tenancies Act, 2006*. A landlord may then apply for possession of the rental unit to the ORT through the ORT's online portal at www.saskatchewan.ca/ort.

Once an application has been submitted in full, the ORT will schedule a hearing and send out the hearing notice to the landlord. The landlord MUST serve the completed hearing notice on the tenant(s) pursuant to subsection 82(1)(a). At the hearing, each party will have the opportunity to respond to the claims indicated on the hearing notice. A decision will be issued after the hearing and sent to both parties by email or mail.

If a Writ of Possession is issued, a landlord may have a Sheriff remove the tenant(s) from the rental unit.

Term Lease - Two Month Notice of Intention Form

Office of Residential Tenancies

The Residential Tenancies Act, 2006 [Subsection 55(2)] and *The Residential Tenancies Regulations, 2007* [Section 8.2]

Questions about your rights?

Contact the Office of Residential Tenancies at 1-888-215-2222 or ORT@gov.sk.ca or visit Saskatchewan.ca/ort

Rental Unit Address:

Tenant Legal Name(s):

You are hereby notified that:

I offer to renew the lease as a periodic tenancy for rent of \$ _____ per month payable on the first day of each and every month and all other terms of the current lease will continue to apply, except as amended by the attached notice of changes, if any.

I offer to renew the lease for rent of \$ _____ per month payable on the first day of each and every month for a term ending on the last day of _____, and all other terms of the current lease will continue to apply, except as amended by the attached notice of changes, if any.

Attached is a new lease reflecting the terms I offer for a new term ending on _____.

A new lease will not be offered. You are to vacate at the end of the term, being _____.

Date Printed:

Signature of Landlord/Agent

Landlord Legal Name:

Landlord Mailing Address:

Landlord Email:

Tenant: Failure to respond to any offer to continue the tenancy will be deemed a rejection of the offer to enter into a new tenancy. If a tenant is willing to accept a landlord's offer of renewal, a tenant must provide written notice of acceptance to the landlord within one month of the date of this notice. If no new offer is provided, the tenant must move out at the end of the term.

TENANT ACCEPTANCE NOTICE

Tenant Legal Name(s):

I/We hereby agree to the terms of renewal, including the attached amendments initialed by me/us, if any.

Date:

Signature of Tenant(s):

INFORMATION

This completed notice must be served pursuant to subsection 82(1)(a) of *The Residential Tenancies Act, 2006*.