

## Accepting Rent After a Notice to Quit

### **The Residential Tenancies Act:**

- establishes that a landlord/tenant relationship is created when an individual has possessed or occupied residential premises and has paid or agreed to pay rent to a landlord;
- does not specifically address the issue of accepting rent after a Notice to Quit has been given.

### **Reference:**

*Residential Tenancies Act: Section 3*

### **Details:**

In most circumstances a landlord/tenant relationship is established when rent is paid for a right to occupy premises. However, when a Notice to Quit has been delivered to a tenant, the landlord may accept rent for periods up to the date of the intended termination without re-establishing a landlord/tenant relationship.

### **Procedure:**

In many circumstances, a Notice to Quit is delivered to a tenant who is in rental arrears. Occasionally, tenants will agree to pay the arrears.

A landlord is free to accept any arrears, and acceptance of such payment should not serve to cancel or nullify the Notice to Quit.

Any landlord who accepts rent from a tenant for a period after the intended effective date of a Notice to Quit risks creating a new tenancy under Section 3 of the *Residential Tenancies Act*.