

## DISPOSAL OF TENANT'S PROPERTY UNDER RTA

If Tenant	<u>Vacated</u> pursuant to: <ul style="list-style-type: none"> <li>Gave Notice</li> <li>Agreed to terminate</li> <li>Was superintendent who employment was ended</li> </ul> <b>(Section 41(1))</b>	Leaves because order to evict enforced by Sheriff (Section 41(2-5))	Dies (Section 91 and 92)		Abandons Unit (Section 42) (For a unit to be legally "abandoned" there must be rent arrears)
Landlord	Can sell or retain property for own use or otherwise dispose of immediately	Must wait 72 hours, then sell, retain or dispose of property.	Can dispose of unsafe or unhygienic property immediately.		a) must obtain termination order from LTB or b) give notice to tenant <u>and</u> LTB of intent to dispose of property
		Has no liability for selling, disposing property.	Can sell, retain or dispose of property after tenancy is terminated (30 days after death or as agreed with executor).		Can dispose of unsafe or unhygienic property immediately.
		Can agree to different terms for disposal	Within 6 months of death, family can claim property, if it still is in landlord's possession.		Must make property available at a reasonable time and proximity for <u>30 days</u> after order or notice
			Must give proceeds of sale less: a) reasonable out-of-pocket expenses from moving, storing, securing, selling b) arrears of rent	If retained, property must be returned	Can require payment of arrears and reasonable out-of-pocket expenses before allowing tenants to remove property Can sell, retain or dispose of property 30 days after order or notice
			Can agree with executor/ administrator to other terms for termination and disposal of property		If we sell, must reimburse if claimed within 6 months, less arrears and out-of-pocket expenses; If we keep the property, must give it back if claimed within 6 months; If dispose of it, no further obligation.

The Regulations specify that property **must make it available between 8 a.m. and 8 p.m.** Check the provisions of your lease before disposing of any property. If your lease is more generous than the RTA, then the lease provisions prevail.