

JUST CAUSE EVICTIONS

Just Cause evictions mean that a tenancy is only ever ended when there is a reasonable ground and evictions without any grounds at all are unlawful. Reasonable grounds include the following:

- The *lessor or their immediate family requires the premise for their own housing*, or a contract of sale requires vacant possession for the new owners to move in;
- The premises requires *major repair or renovation*, requiring vacant possession; the premises will be demolished or subject to change of use.
- *Serious or persistent breach* – including failure to pay rent.
- *Frustration* – that is, the premises are uninhabitable e.g. premises made unfit to live in due to a natural disaster.
- *Tenant has ceased to be employed by the lessor* – where the tenancy arose out of a contract of employment
- *Tenant no longer eligible for housing assistance* - for example,
- *Serious or persistent breach* – including failure to pay rent.

Tenancies should only be terminated against tenant's wishes where:

- One of the prescribed *grounds* apply;
- When the appropriate notice is given;
- In the case of a dispute, a Tribunal/Court determines that in all the circumstances of the case it is appropriate to end the tenancy; and,
- The tenancy is not within a fixed term (unless the matter relates to a serious or persistent breach).