



Terminating a Tenancy Early with N5





The information offered in this presentation is intended as general information, it is not legal advice.

If you have a specific issue or situation, please contact a legal service provider.



Terminating a Tenancy Early with Form N5

At this Town Hall Meeting we will discuss:

- The general rules for terminating a tenancy early;
- Reasons a landlord can terminate the tenancy early;
- Form N5-Notice to Terminate a Tenancy Early;
 - The differences between the first and second N5 notice
 - How the notice becomes invalid or voided
- How and when to complete and file the L2-Application to Terminate a Tenancy and Evict a Tenant;
- What to expect at the Landlord and Tenant Board, and new rule changes;
- The landlord's options if the tenant does not leave after the Landlord and Tenant Board issues a termination order;
 - Enforcing the eviction order
- What to do with the tenant's belongings.

Residential Tenancies Act, 2006

The *Residential Tenancies Act, 2006* (RTA) is the provincial statute that governs most residential rental agreements in Ontario.



The RTA defines the rights and responsibilities of landlords and tenants.

The RTA includes provisions for the termination of a rental agreement. It defines circumstances under which a tenancy may be terminated and establishes notice requirements which vary depending on the reason for notice.

Ending a Tenancy

According to the *Residential Tenancies Act, 2006*, a tenancy may be terminated by one of three ways:

1. The tenant gives notice (Form N9);
2. An agreement to terminate between the landlord and tenant (Form N11); or
3. **Notice from the landlord** (under one or more of the fault* or no-fault grounds).



*The N5 notice applies to the fault grounds for termination.

Notice Requirements

When a landlord gives a notice of termination to a tenant for a reason allowed by the Act, the notice **must** be on a form approved by the Landlord and Tenant Board.

- If a tenant does not agree with the information in the notice, they do not have to move out of the unit. The landlord must apply to the Landlord and Tenant Board for an order allowing the eviction of the tenant.
- The tenant is entitled to dispute the landlord's application.



IMPORTANT!!!!

New forms...

ALL Landlord and Tenant Board forms (Notices and Applications) have been updated and are available on their website at

<http://www.ltb.gov.on.ca/en/Forms/updatedforms.html>

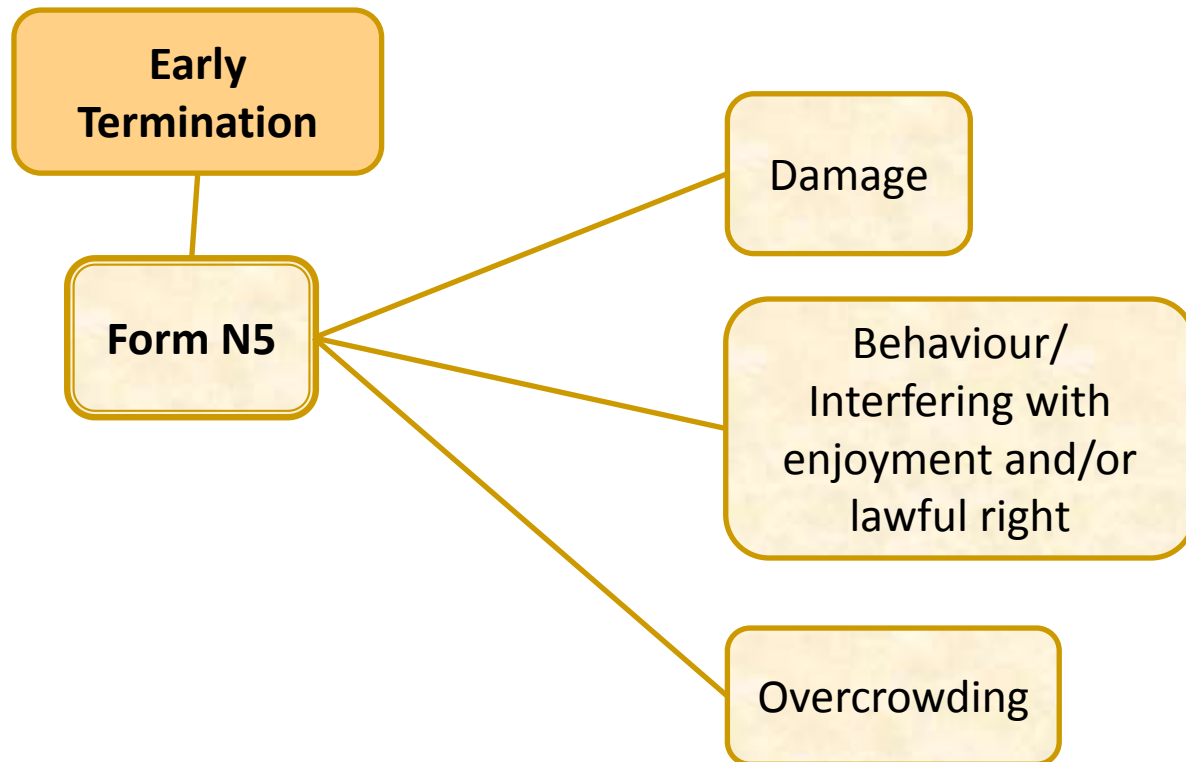
If you are serving your tenant(s) with a Notice after April 1, 2015, or filing an Application with the LTB, it is very important that you use the updated forms.

Note: The old forms **should not** be used after May 31, 2015.

N5-Notice to Terminate a Tenancy Early



Ending a Tenancy Early...



Reasons a landlord may terminate early...

A landlord may use Form N5 to terminate a tenancy early for:

- Undue damage,
- Interfering with reasonable enjoyment and/or lawful rights, and
- Overcrowding.



Form N5

Notice to Terminate a Tenancy Early

A landlord can use form **N5**—Notice to Terminate a Tenancy Early for the following reasons:

- The behaviour of the tenant or of someone visiting or living with the tenant has substantially interfered with the landlord's or another tenant's:
 - Reasonable enjoyment of the unit, and/or
 - Lawful rights, privileges, or interests.
- The tenant or someone visiting or living with the tenant has wilfully or negligently damaged the rental unit,
- The number of people living in the rental unit is more than permitted by health, safety or property standards.



Form N5

(continued)

Form **N5** shall:

- provide a termination date of at least 20 days after the notice is given;
 - **Note:** When calculating the termination date, landlords must treat the day that they serve the notice to the tenant as day zero.
- detail the reasons for termination (specific dates and times of all the events that occurred);
- inform the tenant that if they correct the problem(s) within 7 days of receiving this notice, the notice will be void and the tenant will not have to move out.

Notice to End your Tenancy
For Interfering with Others, Damage or Overcrowding
N5

From: (Landlord's name)										
Notice to you being evicted from your home.										
Notice is from your landlord										
End your tenancy - I want you to move out of your										
<table border="1"><tr><td></td><td></td><td>/</td><td></td><td></td><td>/</td><td></td><td></td><td></td><td></td></tr></table> dd/mm/yyyy			/			/				
		/			/					

Ending your tenancy. I have also indicated whether this
tenancy.

Someone visiting or living with you has substantially
increased the number of people living in the property:

Residential complex, and/or
other reasons.

correct the behaviour described on page 2 and
if you correct the behaviour described on page 2

Form N5

(continued)

2nd Breach Within 6 Months

If the first notice of termination-Form **N5** became void because **the tenant corrected the problem** set out in that notice within seven days of receiving it, **and** another breach occurs within six months of the first **N5** being issued, the landlord may serve a second **N5**.

The termination date for a second **N5** must be at least 14 days after the notice is given. The tenant **does not** have an opportunity to correct the problem and void the second notice.



Form N5

(continued)

It is very important for the notice to be filled out properly. If there are any mistakes, it may cause the notice to become defective and the landlord will have to start over.

Notice to End your Tenancy For Interfering with Others, Damage or Overcrowding N5	
To: (Tenant's name) include all tenant names	From: (Landlord's name)
<input type="text"/>	<input type="text"/>
Address of the Rental Unit:	
<input type="text"/>	
This is a legal notice that could lead to you being evicted from your home.	

Form N5

(continued)

If a landlord does not have enough space in the details section of the form to describe the reason(s) leading to the N5 notice, simply write SEE ATTACHED in the space provided and attach additional pages that contain a detailed explanation of the issues.

Details About the Reasons for this Notice	
I have listed below the events that have led me to give you this notice, including the dates, times and specific details.	
Date/Time	Details of the Events
	SEE ATTACHED

When completing the N5 notice...

When completing the N5 notice for damages,

- The cost of repair/replacement must be properly indicated. If the landlord wants
 - **payment** for the repairs or to replace the damaged item(s), the landlord should obtain at least 2 estimates. The lower amount from the estimates should be indicated on the N5 notice.
 - **repayment** for the repairs or replacement that has already been completed by the landlord, receipts must be kept to show the cost.

When completing the N5 notice...

(continued)

When completing the N5 notice for behaviour and/or overcrowding,

- Behaviour
 - The landlord should record and submit detailed notes (dates/times) of the issue(s) taking place
 - This may include detailed information from any witnesses (other tenants in building/unit, neighbours, police, etc.).
- Overcrowding
 - The landlord should check with the municipality to see what the bylaws say about overcrowding.

When does a notice of termination become void?

A notice of termination becomes void **30 days** after the termination date specified in the notice unless:

- The tenant vacates the rental unit before that time; or
- The landlord applies for an order terminating the tenancy and evicting the tenant before that time.



For example, if the termination date on the N5 is March 31, the notice will expire on April 30th if the landlord has not yet applied to the Landlord and Tenant Board and scheduled a hearing date.

How can the tenant void the notice?

- The N5 notice is void and the tenant does not have to move out if the tenant:
 - Repairs the damage,
 - Replaces the damaged item(s),
 - Pays the amount to repair the damage,
 - Pays the amount to replace the damaged item(s),
 - Corrects their behaviour, and/or
 - Removes additional individuals from the unit to comply with the city By-laws regarding overcrowding.

Note: If the tenant corrects some, but not ALL, of the issues listed on the N5, a landlord may still apply to the LTB to terminate the tenancy based on the uncorrected issue(s).

N5 Pitfalls

The notice will be deemed invalid if:

- The tenants' names are incorrectly stated;
- It does not identify the full address of the rental unit (For example: Basement unit or 2nd floor unit);
- The termination date is incorrect;
- The signature is missing;
- It was not served properly;
- Details are not specific and do not include dates and times;
- The landlord indicates the N5 notice is a second notice, when it is actually the first.



Serving a Notice of Termination

The landlord may give the tenant the notice of termination by:

- Handing the notice to the tenant;
- Handing the notice to an apparent adult person in the rental unit;
- Placing the notice in the tenant's mailbox or where mail is usually delivered; or
- Sliding the notice under the door of the rental unit.



IMPORTANT: This notice should **never** be posted on the tenant's door, and notice by email or text message is **NOT** an appropriate method of service.

Other Methods of Service

The landlord may:

- Fax the notice to the tenant's residence or place of business
- Send the notice by courier or mail with additional time added to allow for delivery



IMPORTANT: One business day must be added if delivered by courier, and five days must be added for delivery by ordinary mail or Xpresspost.

Landlord's Application: L2-Application to Terminate a Tenancy and Evict a Tenant



L2-Application to Terminate a Tenancy and Evict a Tenant

- The **first** N5 notice → The L2-Application can only be filed with the Landlord and Tenant Board if the tenant **does not void** the notice by midnight on the 7th day after the tenant was given the notice.
 - For example: If the form N5 was given on the 2nd and the tenant has not voided it by correcting the problem by midnight on the 9th, the earliest day a landlord may file a L2-Application with the LTB is on the 10th.
- The **second** N5 notice → The L2-Application can be filed anytime after the second N5 notice has been given to the tenant, however no later than 30 days after the termination date.

L2-Application

(continued)

PART 2: APPLYING TO END A TENANCY

If you want the Board to end the tenancy and evict the tenant, shade the box completely next to your reason for applying.

I am applying to evict the tenant because:

☒ **Reason 1:** I gave the tenant one of the following *Notices to End your Tenancy*.

Shade the box(es) completely next to the notice(s) you gave the tenant and on which you are basing this application. Also indicate the termination date in the *Notice to End your Tenancy* in the space provided.

☒ Notice **N5:** *Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding.*

DO NOT rely on the LTB staff to ensure the L2-Application is filed at the appropriate time. If the L2-Application is filed early and a hearing is scheduled, the Adjudicator will dismiss the L2-Application at the hearing, and the landlord will have to start the N5 process over.

L2-Application

(continued)

The L2-Application, if successful, may result in the landlord receiving:


- an order to terminate the tenancy, and/or
- an order that the tenant pay for the cost to repair/replace anything that was damaged in the unit.



Certificate of Service

- The Certificate of Service is a one-page form that tells the Landlord and Tenant Board (LTB) how and when the tenant was served with a notice.
- After the L2-Application is filed and the landlord has served the tenant with a copy of the application and Notice of Hearing, the landlord must complete another Certificate of Service and file it with the LTB within 5 days of serving the documents.

* As of July 1, 2015, the LTB will serve the Notice of Hearing and Package to both the landlord and tenant

 <p>Social Justice Tribunals Ontario Providing fair and accessible dispute resolution Landlord and Tenant Board</p>	Certificate of Service	
	File Number	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Address of Rental Unit:		
Unit / Apt. / Suite:	Street Address:	
Municipality (City, Town, etc.):		Postal Code:
I, _____, certify that on _____,		
I gave a copy of the following document(s):		
<input type="checkbox"/> Notice of Termination Form # _____	<input type="checkbox"/> Motion to Set Aside an Ex Parte Order	
<input type="checkbox"/> Application Form # _____	<input type="checkbox"/> Request to Review an Order	
<input type="checkbox"/> Notice of Hearing	<input type="checkbox"/> Other _____ <small>(insert name of document)</small>	
to the following person(s):		
<input type="radio"/> the tenant		
<input type="radio"/> the landlord		
<input type="radio"/> other _____ <small>(insert the name of the person you gave the document to)</small>		
<input type="radio"/> more than one tenant, who is a party to the same application, on the same date and in the same way.		
(If you shade this circle, attach a list of the names and addresses of the people you served.)		
by the following method of service:		
<input type="radio"/> handing the document(s) to the person(s).		
<input type="radio"/> handing the document(s) to an authorized employee of the landlord.		
<input type="radio"/> handing the document(s) to an adult person in the tenant's rental unit.		
<input type="radio"/> leaving the document(s) in the mailbox, or place where mail is normally delivered.		
<input type="radio"/> placing the document(s) under the door of the rental unit or through a mail slot in the door.		
<input type="radio"/> sending the document(s) by courier to the person(s).		
<input type="radio"/> sending the document(s) by fax to fax number: _____		
<input type="radio"/> sending the document(s) by mail or Xpresspost to the last known address of the person(s), at: _____		
<input type="radio"/> a different method of service (provide details) _____		
Notes:		
1. The only document that can be properly served by posting it to the door of the rental unit is a notice of intent to enter a rental unit given under section 27 of the <i>Residential Tenancies Act, 2006</i> , unless a Member orders otherwise pursuant to the Landlord and Tenant Board's Rules of Practice.		
2. It is an offence under the <i>Residential Tenancies Act, 2006</i> to file false or misleading information with the Landlord and Tenant Board.		
Signature		
<input type="radio"/> Landlord <input type="radio"/> Tenant <input type="radio"/> Representative <input type="radio"/> Other		
First Name _____		
Last Name _____		
Phone Number _____		
Signature (the person who served the documents must sign the form) _____		
Date (dd/mm/yyyy) _____		
OFFICE USE ONLY:		
Delivery Method <input type="radio"/> In Person <input type="radio"/> Mail <input type="radio"/> Courier <input type="radio"/> Email <input type="radio"/> EFile <input type="radio"/> Fax FL <input type="checkbox"/>		
Under section 185 of the <i>Residential Tenancies Act, 2006</i> , the Landlord and Tenant Board has the right to collect the personal information requested on this form. We use the information to receive your application. After you file the form, your information may also be available to the public. If you have questions about how the Board uses your personal information, contact one of our Customer Service Officers at 416-647-8090 or 1-866-332-3234 (toll free).		



Application and Notice of Hearing

- Once the L2-Application is filed with the Board (along with a copy of the N5 notice(s) and a Certificate of Service), a hearing date will be scheduled, and the landlord will be given copies of the L2-Application together with a Notice of Hearing.
- The landlord will have to serve the tenants with the L2-Application and Notice of Hearing at least 10 days before the hearing date.*
- Serve the documents using the same methods of service set out under section 191 of the RTA, as previously discussed.*

* As of July 1, 2015, the LTB will serve the Notice of Hearing and Package to both the landlord and tenant

Landlord and Tenant Board Hearing



Landlord and Tenant Board Hearing

An Adjudicator will preside at the hearing. These hearings are generally conducted in person.

The landlord will speak first and will be required to explain the reason for the Application and present any evidence to support their Application. The tenant may then dispute the items in the landlord's Application and present any evidence to support their claims.

After hearing both parties, the Adjudicator will make a decision and issue an order within 30 days.

A copy of the order will be mailed to both parties.

Board Order

If the landlord is successful at the hearing, they may receive an order for the following:

- Payment for the damages,
- Termination of the tenancy,
- Permission for the landlord to file for eviction with the Court Enforcement Office (Sheriff), if the tenant does not move out by the termination date on the order.



Enforcement of Eviction Order



Enforcing Eviction Order

A landlord may only file for eviction through the Enforcement Office **after** they have gone through the Landlord and Tenant Board process of obtaining a termination order.

- If the landlord obtains a termination order from the Landlord and Tenant Board and the tenant does not vacate the unit as ordered, the landlord must file the LTB order with the Court Enforcement Office to schedule an eviction.



Note: The Enforcement Office **will not** schedule an eviction without a Board Order.

Enforcing Eviction Order

(continued)

When filing for eviction through the Enforcement Office, the landlord must:

- Present one certified order issued by the Landlord and Tenant Board, and one **copy** of the order to the Enforcement Office together with a completed Eviction Information Request sheet (provided by the Enforcement Office).
- Follow the instructions provided by the Enforcement Office, which will include the “vacate date” ordered by the Enforcement Office.



The Enforcement Office will send a **Notice to Vacate** to the tenant instructing the tenant to vacate by a specific date.

Enforcing Eviction Order

(continued)

If the tenant does not leave according to the vacate date specified on the Enforcement Office's Notice to Vacate, the landlord **MUST** contact the Enforcement Office and schedule an eviction.

The landlord will be required to pay:

- A fee of **\$315.00** when the landlord initially attends the Enforcement Office, and
- A mileage charge of **\$0.58 per kilometer** for the distance the Enforcement Officer must travel from the courthouse to the tenant's address.



What happens when the tenant is evicted?

When the order is enforced and the tenant is evicted, the landlord then regains possession of the rental premises.

- It is the landlord's responsibility to have the locks to the rental unit changed in the presence of the Enforcement Officer.
- If the landlord is unable to change the locks him or herself, a locksmith should be scheduled to attend at the time the order is executed by the Enforcement Officer.



What about the belongings?

The tenant has 72 hours after the eviction and the locks have been changed to retrieve their belongings.

- During the 72 hours, the landlord may leave the belongings in the rental unit, or move them to another location which must be close to the rental unit.
- The landlord must make the tenant's property available to be retrieved by the tenant between 8:00 a.m. and 8:00 p.m.



Important Things to Remember...

- It is important to correctly serve a notice, for more information please refer to our Sound Advice Podcast for Landlords: Serving Documents to Tenants, at http://www.landlordselfhelp.com/sound_advice/scripts/serving_documents.htm
- Each form (Notices and Applications) contains important information that landlords should read over carefully. This information will assist with the proper completion of each form.

Terminating a Tenancy Early with Form N5

At this Town Hall Meeting we have discussed:

- ✓ The general rules for terminating a tenancy early;
- ✓ Reasons a landlord can terminate the tenancy early;
- ✓ Form N5-Notice to Terminate a Tenancy Early;
 - ✓ The differences are between the first and second N5 notice
 - ✓ How the notice becomes invalid or voided
- ✓ How and when to complete and file the L2-Application to Terminate a Tenancy and Evict a Tenant;
- ✓ What to expect at the Landlord and Tenant Board, and new rule changes;
- ✓ The landlord's options if the tenant does not leave after the Landlord and Tenant Board issues a termination order;
 - ✓ Enforcing the eviction order
- ✓ What to do with the tenant's belongings.

Resources

Terminating a Tenancy Early

Landlord's Self-Help Centre

- FAQs - Index of Q and A's
http://www.landlordselfhelp.com/education/forum_q_a.asp?sub_id=25&sub_catid=1&sub_name=Ending a Tenancy
- RTA FactSheets: Ending a Tenancy Agreement
http://www.landlordselfhelp.com/facts/2010_Ending%20A%20Tenancy.pdf
- RTA FactSheets: Eviction by Sheriff
http://www.landlordselfhelp.com/facts/2007_eviction_by_sheriff.pdf

e-laws

- Search Residential Tenancies Act, 2006 - www.e-laws.on.ca

Resources

Terminating a Tenancy Early

Landlord and Tenant Board

- How a Landlord can End a Tenancy
http://www.ltb.gov.on.ca/stdprodconsume/groups/csc/_ltb/_keyinfo/documents/resourcelist/170120.pdf
- A Guide to the Residential Tenancies Act -
http://www.ltb.gov.on.ca/en/Key_Information/STEL02_111677.html
- Guide to the RTA in Multiple Languages -
http://www.ltb.gov.on.ca/en/Key_Information/157371.html



The information offered in this presentation is intended as general information, it is not legal advice.

If you have a specific issue or situation, please contact a legal service provider.

