



LANDLORD LUNCH & LEARN SERIES

UNDERSTANDING THE N5

LAND ACKNOWLEDGMENT

At the Landlord's Self-Help Centre, we acknowledge the land we are meeting on is the traditional territory of many nations including the Mississaugas of the Credit, the Anishnabeg, the Chippewa, the Haudenosaunee and the Wendat peoples and is now home to many diverse First Nations, Inuit and Métis peoples. We also acknowledge that Toronto is covered by Treaty 13 with the Mississaugas of the Credit, and the Williams Treaties signed with multiple Mississaugas and Chippewa bands.

As a community legal clinic funded by Legal Aid Ontario with a province-wide mandate, we acknowledge that there are 46 treaties and other agreements that cover the territory now called Ontario, and we make this acknowledgement in support of the necessary work of reconciliation.

RESIDENTIAL TENANCIES ACT

- Ontario legislation that governs residential tenancies and matters related to renting in Ontario
- Commonly referred to as the “RTA”
- Created in 2006
- Establishes laws for:
 - Landlord / Tenant Obligations
 - Rent Increases
 - Grounds for termination of tenancies



REASONS FOR TERMINATION

- Valid reason to terminate as defined in the RTA.
- Valid reasons to terminate a tenancy include:
 - Nonpayment of rent
 - Damages
 - Interference with enjoyment
 - Own use (at end of fixed term)
 - Persistently late rent (at end of fixed term)
 - Demolition, Repair* or Conversion (at end of fixed term)

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

WHAT IS THE N5?

- Legal Notice to End Tenancy for:
 - Interfering with the reasonable enjoyment of others or another lawful right;
 - Damage; or
 - Overcrowding
- Tenant Can Void the Notice by fixing the behaviour/damage
- Acts as a warning letter

REASON 1 – INTERFERENCE

My Reason(s) for Ending your Tenancy

I have shaded the box(es) next to my reason(s) for ending your tenancy. I have also indicated whether this notice is your first or second *Notice to End your Tenancy*.



Reason 1: Your behaviour or the behaviour of someone visiting or living with you has substantially interfered with another tenant's or my:

- reasonable enjoyment of the residential complex, and/or
- lawful rights, privileges, or interests.



You have 7 days to stop the activities or correct the behaviour described on page 2 and avoid eviction. You will not have to move out if you correct the behaviour described on page 2

within 7 days after receiving this notice. However, if you do not correct the behaviour within 7 days, I can apply to the Board for an order to evict you.



I can apply to the Board immediately for an order to evict you. This is your **second** *Notice to End your Tenancy* in the past 6 months for a reason with a 7-day correction period. You cannot void this notice and I can apply to the Board for an order to evict you.

RESIDENTIAL TENANCIES ACT

- *Section 33: The tenant is responsible for ordinary cleanliness of the rental unit, except to the extent that the tenancy agreement requires the landlord to clean it.*
- *Section 36: A tenant shall not harass, obstruct, coerce, threaten or interfere with a landlord*
- *Section 64 (1): A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.*

REASONABLE ENJOYMENT

- Examples:
 - Smoking inside
 - Excess noise
 - Misuse of common areas
 - Safety Issues
 - Unwanted Behaviour*

SELF-HELP TIP: Make sure you are using the right notice!

LAWFUL RIGHTS, PRIVILEGES, OR INTERESTS

- Examples:
 - Refusing or preventing entry into the unit
 - Failing to obtain tenants insurance, if the lease requires it
 - Failing to pay utilities
 - Failing to maintain the unit to a standard of ordinary cleanliness
 - Interfering with the landlord's right to sell the rental property

SELF-HELP TIP: Make sure you are not contracting out of the RTA!

REASON 2 – DAMAGE

- ☒ **Reason 2:** You or someone visiting or living with you has wilfully or negligently damaged the rental unit or the residential complex.
- ☒ **You have 7 days to correct the problem(s) described on page 2 and avoid eviction.** You will not have to move out if you correct the problem(s) within 7 days after receiving this notice. However, if you do not correct the problem(s) within 7 days, I can apply to the Board for an order to evict you.
- You can correct the problem(s) by:**
- repairing the damaged property.
- or**
- paying me \$, which is how much I estimate it will cost to repair the damaged property.
- or**
- replacing the damaged property, if it is not reasonable to repair it.
-
- paying me \$, which is how much I estimate it will cost to replace the damaged property if it is not reasonable to repair it.
- or**
- making arrangements acceptable to me to either:
 - repair or replace the damaged property, or
 - pay me what I estimate it will cost to repair or replace the damaged property.
- ☐ **I can apply to the Board immediately for an order to evict you.** This is your **second Notice to End your Tenancy** in the past 6 months for a reason with a 7-day correction period. You cannot void this notice and I can apply to the Board for an order to evict you.

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RESIDENTIAL TENANCIES ACT

- *Section 20 (1): A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.*
- *Section 34: The tenant is responsible for the repair of undue damage to the rental unit or residential complex caused by the wilful or negligent conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant.*

WHAT IS WEAR AND TEAR?

- Kamoo v. Brampton Caledon Housing Corp. 2005 O.J
“Unavoidable deterioration in the dwelling and its fixtures resulting from normal use”
- Haskell et al. V. Marlow et al., [1928] 2 K.B.
“Reasonable wear and tear means the reasonable use of the house by the tenant and the ordinary operation of natural forces.”
- The length of tenancy will be taken into consideration.

ASSESSING DAMAGE

- What is damaged?
- Did the tenant cause damage wilfully or negligently?
- Can you prove it?
- How can you determine the cost?

SELF-HELP TIP: Obtain two estimates for replacement or repair costs, then choose the less expensive one!

REASON 3 - OVERCROWDING



Reason 3: There are more people living in your rental unit than is permitted by health, safety or housing standards.



You have 7 days to reduce the number of people living in the rental unit to _____

You will not have to move out if you reduce the number of people living in the rental unit within 7 days after receiving this notice. However, if you do not reduce the number of people living in the rental unit within 7 days, I can apply to the Board for an order to evict you.



I can apply to the Board immediately for an order to evict you. This is your **second** *Notice to End your Tenancy* in the past 6 months for a reason with a 7-day correction period. You cannot void this notice and I can apply to the Board for an order to evict you.

EXAMPLES OF OVERCROWDING

Toronto

- For rooms used by only ONE person, the minimum floor area of a room used for sleeping shall be 6 m² (65 sq. ft.).
- For rooms used by TWO or more persons, the minimum floor area of a room used for sleeping shall be 4 m² (42 sq. ft.) for each person.
- The maximum number of persons living in a habitable room cannot exceed one person for each nine square metres of habitable room floor area.

Source: <https://www.toronto.ca/home/311-toronto-at-your-service/find-service-information/article/?kb=kA06g000001cvWeCAI>

EXAMPLES OF OVERCROWDING

Brampton

- Where a bedroom is provided to three occupants, there must be a minimum total floor area of 14 m² (150 sq. ft.).
- Where a bedroom is provided to four or more occupants, there must be a minimum floor area of 7m² (75 sq. ft.). per occupant.
- No Person shall permit a Person to occupy for sleeping purposes, any Cellar or space used as a lobby, hallway, closet, bathroom, laundry, stairway, kitchen, or any Accessory Building or shed, unless otherwise permitted.

Source:

<https://www.brampton.ca/EN/CityHall/Bylaws/All%20Bylaws/Property%20Standards%20By-law%20165-2022.pdf>

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EXAMPLES OF OVERCROWDING

Ottawa

- The maximum number of residents in a dwelling unit shall not exceed one (1) person per 9.3 m² (100 sq. ft.) of habitable room floor area. *
 - child under twelve years of age” shall be deemed to be one-half (1/2) person;
- The minimum floor area of a room in a dwelling unit used by two (2) or more persons for sleeping shall be 3.7 m² (40 sq. ft.) for each person so using the room.

Source:

<https://ottawa.ca/en/living-ottawa/laws-licences-and-permits/laws/laws-z/property-standards-law-no-2013-416#section-b16546c1-a513-43a0-a9c3-ecb1d03474c8>

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HOW TO FILL IN THE N5

**Notice to End your Tenancy
For Interfering with Others, Damage or Overcrowding
N5**
(Disponible en français)

To: (Tenant's name) include all tenant names	From: (Landlord's name)
Joanna Smith	Travis Brown
Address of the Rental Unit:	
55 University Avenue, Basement, Toronto, ON M5J 2H7	

This is a legal notice that could lead to you being evicted from your home.

The following information is from your landlord

I am giving you this notice because I want to end your tenancy - I want you to move out of your

rental unit by the following termination date: 28 / 10 / 2025 .

dd/mm/yyyy

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HOW TO FILL IN THE N5

My Reason(s) for Ending your Tenancy

I have shaded the box(es) next to my reason(s) for ending your tenancy. I have also indicated whether this notice is your first or second *Notice to End your Tenancy*.



Reason 1: Your behaviour or the behaviour of someone visiting or living with you has substantially interfered with another tenant's or my:

- reasonable enjoyment of the residential complex, and/or
- lawful rights, privileges, or interests.



You have 7 days to stop the activities or correct the behaviour described on page 2 and avoid eviction.

You will not have to move out if you correct the behaviour described on page 2 within 7 days after receiving this notice. However, if you do not correct the behaviour within 7 days, I can apply to the Board for an order to evict you.



I can apply to the Board immediately for an order to evict you. This is your **second** *Notice to End your Tenancy* in the past 6 months for a reason with a 7-day correction period. You cannot void this notice and I can apply to the Board for an order to evict you.

HOW TO FILL IN THE N5

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
	Please see attached "Schedule A"

Important Information from the Landlord and Tenant Board

The termination date

If this is your first N5 *Notice to End your Tenancy* in the past 6 months, the termination date on page 1 must be at least **20 days** after the landlord gave you this notice.

If this is your second N5 *Notice to End your Tenancy* in the past 6 months, the termination date on page 1 must be at least **14 days** after the landlord gave you this notice.

Note: A landlord cannot give you a second N5 *Notice to End your Tenancy* unless at least 7 days have passed since the first N5 notice was given.

BALL V. METRO CAPITAL PROPERTY

[2002] O.J. NO. 5931

- Divisional Court case which states
- *“In reviewing the sufficiency of the details in a Form N5, it is necessary to consider the context of the notice. There are several purposes for requiring the landlord to provide the reasons and details.”*
- The tenant needs to know the specific allegations against her in order:
- *(i) to be in a position to know the case that must be met;*
- *(ii) to decide whether to dispute the allegations made against her before the Tribunal;*
- *or (iii) to consider whether to stop the conduct or activity or correct the omission within seven days and thereby void the notice.”*
- *“Particulars should include, dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct engaged in by the tenant.”*

SCHEDULE A – INSUFFICIENT PARTICULARS

- Date range is far too broad
- Particulars do not explain what the tenant did or how to correct the behaviour

Schedule A
55 University Avenue, Toronto

Insufficient:

Dates/Times	Details of Events
March - October	Landlord did not enter the unit for an inspection

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SCHEDULE A – PARTICULARS

Schedule A
55 University Avenue, Basement, Toronto, ON M5J 2H7

Date/Time	Details of Events
September 30, 2025 at 3:30AM	Police responded to a disturbance at 55 University Avenue, Basement, Toronto, ON M5J 2H7 at 3:30AM on Tuesday, September 30, 2025. The tenant was throwing a loud party which involved loud music, swearing, and multiple people on the lawn breaking beer bottles. Police incident report #1234ABC. In order to correct the behaviour the tenant must refrain from throwing parties that involve loud disturbances including loud music, yelling, and breaking beer bottles
October 3, 2025 at 10:00AM	The Landlord attended at 55 University Avenue, Basement, Toronto, ON M5J 2H7 to serve a lawful Notice of Entry. While serving the Notice of Entry, the tenant, Joanna Smith, became verbally abusive and threatened to punch the landlord. The tenant told the landlord he was not allowed to attend at the property or the rental unit for any reason. In order to correct the behaviour the tenant must refrain from threatening the landlord
October 4, 2025 at 3:00PM	The Landlord, Travis Brown, showed up at the rental unit to do an inspection as per a notice of entry served on October 3, 2025. The tenant, Joanna Smith, denied entry to the landlord and blockaded the rental unit door. The landlord was denied lawful entry. In order to correct the behaviour the tenant must allow entry to the rental unit once a lawful Notice of Entry has been served.

HOW TO SERVE THE N5

- The Certificate of Service sets out the various methods of service
- A landlord must have Consent to Email Service in writing or under section 3 of the Ontario Standard Form of Lease, *or* on the Landlord and Tenant Board Form “Consent to Service by Email” in order to serve an N5 via email
- General email communication ***does not*** mean consent to service via email

Both the landlord and tenant agree to receive notices and documents by email, where allowed by the Landlord and Tenant Board's Rules of Procedure.

☒ Yes ☐ No

If yes, provide email addresses:

Tenant email: Joanna_Smith@hotmail.com Landlord email: TravisBrown123@gmail.com

CERTIFICATE OF SERVICE



Tribunals Ontario

Landlord and Tenant Board

Certificate of Service

(Disponible en français)

File Number:

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Address of Rental Unit:

Unit /Apt. /Suite: Basement	Street Address: 55 University Avenue
Municipality (City, Town, etc): Toronto	Postal Code: M5J 2H7

I, Travis Brown, certify that on

0	8	/	1	0	/	2	0	2	5
---	---	---	---	---	---	---	---	---	---

,
dd/mm/yyyy

I gave a copy of the following document(s):

- | | |
|--|--|
| ☒ Notice of Termination Form # <u>N5</u> | ☐ Motion to Set Aside an Ex Parte Order |
| ☐ Application Form # _____ | ☐ Request to Review an Order |
| ☐ Notice of Hearing | ☐ Other _____ |

(insert name of document)

to the following person(s):

- ☒ the tenant ☐ the landlord ☐ other

Joanna Smith

(insert the name of the person you gave the document to)

- ☐ 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.)

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CERTIFICATE OF SERVICE

by the following method of service:

- ☒ handing the document(s) to the person(s).
- ☐ handing the document(s) to an authorized employee of the landlord.
- ☐ handing the document(s) to an adult person in the tenant's rental unit.
- ☐ leaving the document(s) in the mailbox, or place where mail is normally delivered.
- ☐ placing the document(s) under the door of the rental unit or through a mail slot in the door.
- ☐ sending the document(s) by courier to the person(s).
- ☐ sending the document(s) by fax to fax number:
- ☐ sending the document(s) by mail or Xpresspost to the last known address of the person(s), at:
- ☐ 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 *Residential Tenancies Act, 2006*, unless a Member orders otherwise pursuant to the Landlord and Tenant Board's Rules of Practice.
2. It is an offence under the *Residential Tenancies Act, 2006* to file false or misleading information with the Landlord and Tenant Board.

CERTIFICATE OF SERVICE

Signature ☒ Landlord ☐ Tenant ☐ Representative ☐ Other

First Name

T R A V I S

Last Name

B R O W N

Phone Number

(6 4 7) 1 2 3 - 4 5 6 7

v. 01/04/2022

Signature (the person who served the documents must sign the form) Date (dd/mm/yyyy)

08/10/2025

OFFICE USE ONLY:

Delivery Method: ☐ In Person ☐ Mail ☐ Courier ☐ Email ☐ Efile ☐ Fax FL ☐

The Landlord and Tenant Board has the right to collect the information requested on this form to resolve your application under section 185 of the *Residential Tenancies Act, 2006*. After you file the form, all information related to the proceeding may become publicly available in a tribunal decision, order or other document, in accordance with Tribunals Ontario's [Access to Records Policy](#) and the *Tribunal Adjudicative Records Act, 2019*. Parties wanting records or information to remain confidential must seek a confidentiality order from the adjudicator. If you have questions about confidentiality orders or access to records, please contact us by email at LTB@ontario.ca or our Contact Center at **416-645-8080** or **1-888-332-3234** (toll free).

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FIRST N5

- A first N5 should be served when a tenant has interfered, caused damages, or has caused overcrowding issues
- An N5 is considered the first N5 if,
 - 1. You are giving your tenant an N5 for the first time;
 - 2. You served a previous N5 more than six months ago
- Termination Date = 20 days
- Voidable period is 7 days

FIRST N5 – VOIDABLE PERIOD

- The tenant will have 7 days to correct the behaviour(s) listed on the notice
- A landlord should keep a detailed log of continued behaviour(s) during the 7 day period
- If a tenant corrects the behaviour(s), the notice will be voided
- If not corrected, a landlord may proceed to file an L2 (Application to End a Tenancy and Evict a Tenant or Collect Money)

SECOND N5

- If the tenant voids the first notice by correcting the problem and the event occurs again within six months of the first N5 being issued, the landlord may serve a second N5
- Termination date is 14 days
- A second N5 does not have a voidable period – landlord can file an L2 Application to End a Tenancy and Evict a Tenant or Collect Money once it has been properly served on the tenant

L2 APPLICATION

- L2-Application to End a Tenancy and Evict a Tenant or Collect Money
- We have a Landlord Learning Module on how to fill out the L2 application available on our website at <https://landlordselfhelp.com/landlord-learning-modules/>
- Can be filed via the Tribunals Ontario Portal <https://tribunalsontario.ca/lrb/tribunals-ontario-portal/> or in person at certain Service Ontario locations
- After filing an L2 application, the Landlord and Tenant Board will schedule a hearing date and send out a Notice of Hearing to both parties

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EVIDENCE

- Evidence is due 7 days or more before the hearing
- A landlord should serve both the Landlord and Tenant Board (can upload to TOP or email LTB.Evidence@Ontario.ca) and the tenant
- For the submission and format of evidence, the Landlord and Tenant Board Practice Direction on Evidence advises:

“All documents, photographs and other items provided to the other parties and the LTB as evidence must:

a. be readable

b. have consecutively numbered pages; and

c. include a list or table of contents identifying each item in order, and by page number, if more than one item is being submitted.”

HENYE V. MINTO APARTMENT LIMITED PARTNERSHIP, 2025 ONSC 2219

- N5 for smoking which substantially interfered with the reasonable enjoyment of the Landlord and other tenants of the building.
- Tenant admitted to smoking in the unit (1 and ½ packs a day).
- The Landlord provided air purifier to the tenants impacted by the smell and inspected the vent system is once per month.
- The Tenant refused an air purifier and had been made aware, on numerous occasions, that his smoking in the rental unit was disturbing.
- Eviction granted, with 7 week delay.

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SIGMA CANADA INC. V. TENANT, 2025 ONLTB 39363

- N5 served because the tenant or someone the tenant permitted in the residential complex has willfully or negligently caused damage to the premises
- Alleging damage to the floors, walls, kitchen tiles, countertop, drains, and appliances. The tenants had been residing in the unit since 2013.
- No before pictures
- No records of repair or replacement or age of existing fixtures.
- Adjudicator decided damages were actually wear and tear.

TSL-86439-17-RV, 2017 142743 (ON LTB)

- N5 because the tenant substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant
- Various incidents were cited on the N5, which was served to the tenant on July 20th.
- Voiding period was July 21st through to July 27th.
- No reference whatsoever to any offensive conduct occurring anywhere near the voiding period other than smelling smoke on July 25th and July 26th.
- Landlord could not prove smoking.

RESOURCES

Landlord's Self-Help Centre

- Website: www.landlordselfhelp.com
 - RTA Fact Sheets
 - Sound Advice Podcast/Landlord Learning Module
 - Landlord Learning Videos
- Facebook: <https://www.facebook.com/landlordselfhelp>
- YouTube: <https://www.youtube.com/@landlordself-helpcentre7429>
- Instagram: @landlordselfhelp
<https://www.instagram.com/landlordselfhelp/>



50 YEARS
ANS

**LANDLORD'S
SELF-HELP CENTRE**

QUESTION AND ANSWER PERIOD

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UPCOMING LANDLORD LEARNING FORUM

When: November 20, 2025.

**Where: Ralph Thornton Community
Centre in Toronto.**

**More details to come by email - Make
sure you are subscribed!**



<https://www.surveymonkey.com/r/2LDQFX3>

THANK YOU FOR WATCHING!

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