



## **Tenant's Notice to End Tenancy Because of Fear of Sexual or Domestic Violence and Abuse (N15)**

On October 27, 2015 the Government of Ontario introduced legislation to help ensure that people feel safe from sexual and domestic violence and harassment. Bill 132, the *Sexual Violence and Harassment Action Plan Act*, proposes greater responsibility on the part of landlords, employers and educational campuses to respond to situations involving sexual violence or harassment. The bill also seeks to improve sensitivity and compassion from law enforcement authorities, greater supports for complainants and an improved enforcement model for sexual assault survivors navigating the criminal justice framework.

### **Who is able to give this notice?**

If a tenant, or a child living with them, is a victim of sexual or domestic violence and abuse, they are able to give the N15 form.

### **When would the tenant be able to give this notice of termination?**

The tenant may terminate the tenancy (monthly, yearly or fixed term) by giving at least 28 days' notice.

**Is the N15 notice sufficient by itself or should any additional documents be included?** The notice should be accompanied by a copy of either a court order (restraining order or peace bond), or a signed and dated statement (Tenant's Statement About Sexual or Domestic Violence and Abuse) declaring that the tenant or a child living in the unit has experienced domestic or sexual violence.

### **What if it is a joint tenancy and one tenant has given this notice?**

The tenant giving this notice would not be responsible for rent beyond the termination date if they move out of the rental unit as per the date. The tenant left behind in the joint tenancy will be responsible for the full rent going forward. Any rent that the tenant who is leaving paid (such as a rent deposit) would revert to the use of any (joint) tenant who did not give short notice.

### **Can I tell joint tenants about the situation and N15 notice I received?**

In order to keep survivors safe after they've filed the notice, landlords would be required to keep the notice, accompanying documentation, and any details about it confidential.

### **How can I show the unit to prospective tenants, if I have to keep it confidential?**

Landlords would not be able to advertise the unit for re-rent unless the rental unit in question cannot be identified from the advertisement. Nor can they disclose the notice to any cotenants or other persons living in the unit.

**What happens if my tenants do not leave after giving me the N15 notice?**

If the notice was given by all the tenants of the unit, then the landlord would be able to apply to the LTB using the L3 Application to have the tenants listed in the notice evicted. If the notice is given by some but not all the tenants, then the notice becomes void and the landlord cannot apply for eviction.

**What is the penalty if the landlord fails to keep any of this information confidential?** If the landlord shares this information with others, the landlord may be taken to court and fined. The fine could be as much as \$50,000 (for an individual landlord) or \$250,000 (for a corporate landlord).

**Are there any exceptions as to who the landlord can tell?**

The landlord may share this information with their employees such as a superintendent or property manager (who are also required to keep this information confidential). The landlord may be required by law to share information with other people who are investigating the situation (Refer to section 47.4 re: rules about confidentiality of this information).

**Are there any penalties for misuse by the tenants for using the form N15?**

The offences section of the Act has also been amended to deter tenants from misusing this section and discourage landlords from breaching the tenant's confidentiality. These changes are significant for Ontario landlords, as this is the first time that their obligations toward termination notices from joint tenants have been discussed in the context of the *Residential Tenancies Act*. Prior to these changes taking effect, it has not been appropriate or necessary for landlords to get involved in the (breakdown of a) relationship between tenants in a rental unit who have a "joint and several" rental agreement to rent that unit; this has typically been seen as a common law matter between those parties.

The **Residential Tenancies Act Fact Sheets** are intended to help landlords better understand their rights and responsibilities. They are not intended as legal advice but rather as general information.