

Ontario Housing Law 101: Ending a tenancy

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Created by the Canadian Centre for Housing Rights

[Where can I get help to prevent an eviction?](#)

In almost all the situations described below, it is a good idea to get legal advice or information.

The Canadian Centre for Housing Rights (CCHR) – formerly known as CERA – may be able to assist you depending on the kind of eviction you are experiencing. CCHR can provide legal advice and representation in most cases of no-fault eviction and can provide legal information about other reasons for eviction.

- [Learn more about our tenant services](#)
- **Call:** [1-800-263-1139](tel:1-800-263-1139) OR [416-944-0087](tel:416-944-0087)
- **Email:** cchr@housingrightscanada.com

You can also reach out to your local legal clinic to receive legal support and representation.

If you have a Landlord and Tenant Board (LTB) hearing you may be able to get assistance for the hearing from [Tenant Duty Counsel](#).

Another program that may be able to assist is [Pro Bono Ontario](#).

[I need to move because of violence or abuse. What can I do?](#)

If you need to move because you or your child is experiencing domestic violence or sexual abuse, there is a special process available to you. This process will make it possible for you to end your tenancy early, whether or not you have a term rental lease (for example a one-year lease) or a month-to-month rental lease. With this process, you will be able to end your tenancy after giving 28 days' notice.

This process is available to you if you or your child:

- Have been harmed or your property has been damaged.
- Fear for your safety.
- Have been held against your will.

These acts must have been committed by your spouse, former spouse or someone who you lived with who is like a spouse, someone you are dating, or used to date, or someone you or your child is related to that you live with.

This process is also available to you if you or your child have been a victim of sexual violence, which can include psychological violence or threats of violence as well as harassment, stalking or exploitation.

In order to use this process to break your lease you must provide your landlord with:

- a copy of the Landlord and Tenant Board's (LTB) N15 form, [“Tenant’s Notice to End my Tenancy Because of Fear of Sexual or Domestic Violence and Abuse”](#) and
- a copy of the restraining order, peace bond or a form called [“Tenant’s Statement about Sexual or Domestic Violence and Abuse”](#)

On the N15 form, you should provide a date that is at least 28 days away, which will be the date you will terminate your tenancy.

Your landlord must keep this information confidential to protect you and your child’s safety. They cannot show the unit or even advertise it while you are living there, to avoid someone identifying that it is your unit being offered.

If other tenants are living with you and they do not sign the N15 form, they can continue to live in the unit or they can give a notice to end their tenancy as well.

[How can I get out of my rental lease?](#)

The first question to ask is: what kind of rental lease are you currently in?

If you have a month-to-month lease, you must provide your landlord with 60 days’ notice that you will end your tenancy. The last day of the notice you give to your landlord must be the last day of the rental period. If you pay rent once per month on the 1st of the month, the last day of your notice must be the last day of the month. You can provide notice by using the Landlord and Tenant Board’s (LTB) N9 form [“Tenant’s Notice to End the Tenancy.”](#)

It is more complicated if you are in the middle of a term lease (for instance a one-year lease). If this is the case, you have a few options:

- You can ask your landlord to agree to end your tenancy.
- You can try to assign your unit to someone else, if you do not live in subsidized housing.
- You can apply to the LTB and ask them to end your tenancy for you.

If you and your landlord agree to end your tenancy, you should both sign the LTB’s N11 form, [“Agreement to End the Tenancy.”](#)

You could also assign your tenancy to another tenant. In this case, another person takes over the rental agreement you have with your landlord. The terms of the lease stay the same, including the amount of rent charged. In order to do this, you will have to ask your landlord for permission, which you should do in writing. Your landlord must answer your request within 7 days. If they do not give you permission or if they do not answer within 7 days, you can then give your landlord a 30-day notice to end your tenancy using the LTB’s N9 form [“Tenant’s Notice to End the Tenancy.”](#)

Be aware that assigning your tenancy is different than subletting. If subletting, you will continue to remain on your lease. If you sublet your unit, you are still ultimately responsible for your unit and

anything that could go wrong with it. For example, if your sub-tenant does not pay the rent, you will be responsible to pay the rent to your landlord.

Finally, there are some situations where you can apply to the LTB and ask them to let you out of your lease. For example:

- If you ask your landlord to let you sublet but they will not let you (or allow you to sublet).
- If you ask your landlord to allow you to assign your lease but they reject your proposed tenant without a good reason.
- If your landlord is not allowing you to terminate your tenancy and the reason you want to move out is because your landlord is harassing you, not making repairs, entering your apartment without following the rules, or other things that make it unacceptable to live there.

[The home I am renting is being sold by my landlord or it has already sold. What do I need to know?](#)

Your landlord cannot make you move out simply because they are selling the unit you are renting. When a rental unit sells, the purchaser takes over the rental agreement, which means that the new purchaser cannot raise your rent any more than your unit's previous owner would be allowed to by law. That said, if the purchaser of your unit or their close family member or caregiver is going to move into your unit, they may serve you with an [N12 notice](#).

The N12 notice will be given to you at least 60 days before you are expected to move out. Your landlord must either offer you another acceptable unit to move into or pay you at least one month's rent before the end of the 60-day period provided in the N12 notice.

If you receive an N12 notice, you can move out at any time by giving as little as 10 days' written notice. If you do not move out, your landlord will have to bring an application to the Landlord and Tenant Board (LTB) to have you evicted. You can check [this list](#) to see if your landlord has made any errors in the N12 notice they gave you. Also, your landlord will have to file a declaration with the LTB from the purchaser declaring that they intend to live in your unit for one year. If there is an error in your N12 notice, or in your landlord's declaration, you should tell the LTB at your hearing. You should also tell the LTB if you think your landlord is not being truthful about what the purchaser intends to do with your unit. Telling the LTB this may result in the LTB not allowing the eviction to occur.

[My landlord says that they or their family are moving into my unit. What do I need to know?](#)

If your landlord says that you have to move out because they, their family member, or their caretaker is going to move into your unit, first they must provide you with a Landlord and Tenant Board (LTB) form called an N12 notice. This notice will be given to you at least 60 days before you are expected to move out. Your landlord must either offer you another acceptable unit to move into or pay you at least one month's rent before the end of the 60-day period provided in the N12 notice.

If you receive an N12 notice, you can move out at any time by providing your landlord with as little as 10 days' written notice. If you do not move out, your landlord will have to bring an application to the LTB to have you evicted. You can check [this list](#) to see if your landlord has made any errors in the N12 notice they gave you. Also, your landlord will have to file a declaration with the LTB about why they need you to move out. If there is an error in your N12 notice, or in your landlord's declaration, you should tell the LTB at your hearing. You should also tell the LTB if you think your landlord is not being truthful about what they intend to do with your unit. Telling the LTB this may result in the LTB not allowing the eviction to occur.

[My landlord is planning to renovate my apartment and they say I need to move out. What do I need to know?](#)

If your landlord plans to repair or renovate your unit, and if the repairs requires that your landlord obtain a building permit and for the unit to be vacant, your landlord will have to give you a Landlord and Tenant Board (LTB) form called an [N13 notice](#). This notice must be given to you at least 120 days before you are expected to move out and the end date of the tenancy must be the last day of a term or payment period. If you receive an N13 notice you can move out at any time by giving as little as 10 days' written notice.

You have the right to move back in once the work is completed. This is known as the right of first refusal. If you would like to move back in, you should inform your landlord in writing before you move out. If you do this your landlord has to offer the unit back to you when the work is complete at the same rent that they could have charged if you had stayed in your apartment. If your landlord does not let you move back in, you can bring a [T5 application](#) to the LTB.

If the work was not ordered to be done by a government body, you are entitled to receive compensation or to be offered another unit. The amount your landlord must pay you depends on how big the building is, how long the renovations take and whether or not you have told your landlord you want to move back in. If your landlord does not pay you the compensation you are owed, you can refuse to move out, or bring a [T1 application](#) to the LTB.

You can decline to move out until an LTB hearing is held if:

- You think your landlord is not actually going to do the repair or renovation work that is described in their notice.
- You do not think you need to move out for the work to be completed.
- You think your landlord will not be required or be able to get a permit to do this work.

[What happens at an LTB hearing?](#)

Most Landlord and Tenant Board (LTB) hearings are now happening virtually, meaning that the LTB will use an online platform like Zoom to hold your hearing.

Hearings take different amounts of time, based on things like the number of witnesses, the issues at hand, and the evidence presented. Several hearings are scheduled for the same day so you should be prepared to wait for your case to be called, which may take the whole day. If you will be unable to attend the hearing yourself, you may send a representative if you provide written authorization to that person. The representative may then argue your case, or request to change the date of the hearing to another time when you will be available.

Before your hearing, you will have the opportunity to request a mediator and Tenant Duty Counsel. Mediators attempt to help landlords and tenants to come up with compromises that are acceptable to each party. Mediation is voluntary and confidential. Tenant Duty Counsel are legal professionals who help tenants for free on the day of their hearing. While you do not need an appointment to speak to either a mediator or Tenant Duty Counsel, you should arrive promptly at the start of your hearing to ensure that you have a chance to consult them before your file is called.

If you are representing yourself and you do not understand something that is being said, ask the LTB member to explain. While the LTB member cannot give you legal advice or tell you how best to present your case, they may slow down the proceedings or explain the process in more detail.

If you think that an online LTB hearing will be difficult for you to attend, you can file a [Request for Accommodation](#) to ask the LTB to give you an in-person hearing. The LTB might consider granting your request for an in-person hearing if you have a disability that would make an online hearing challenging for you, or if the hearing would be unfair because you do not have reliable internet or phone access. Additionally, in Toronto, Hamilton, London or Ottawa you may be able to use a [hearing centre](#) to connect to your LTB hearing. Both the Request for Accommodation and a request to use the hearing centres must be made in advance of your hearing, and are approved by the LTB on a case-by-case basis.

If you require language interpretation, or a disability accommodation, contact the LTB in writing to make those arrangements. Keep a copy of any letters you send to the LTB. It is prudent to arrange your own interpreter as well, and to speak to Tenant Duty Counsel before your hearing if you are not represented.

Once your case is called, the process will be as follows:

- The applicant (e.g. the landlord) gives their opening statement and tells their side of the story.
- The respondent (e.g. the tenant) can ask questions about the applicant's evidence and present their own evidence.
- The respondent tells their side of the story.
- The applicant can ask the respondent questions.
- Each side gives a closing statement summarizing their argument and what they want the outcome to be.
- The LTB member makes a decision.

At the end of the hearing, the LTB member will either give their decision right away or "reserve their decision." Reserving their decision means that they will take time to consider the evidence and arguments. In both cases, you will receive the decision in writing.

[What can I do if I have missed my Landlord and Tenant hearing?](#)

If you do not attend your hearing, the Landlord and Tenant Board (LTB) will probably make an order to evict you. It is very important that you get immediate legal advice. Please see the section above called “Where can I get legal advice about eviction” to find out where you can get help.

If you have missed your hearing and you would like to challenge the eviction, you must act very quickly. Here are a few different steps that you can follow:

- If you are being evicted for not paying your rent, you may be able to stop the eviction by paying everything you owe from previous months, any rent that is currently due, and the fee that your landlord was charged by the LTB when they filed your case. The order from the LTB will detail the amount that you need to pay. You will then need to ask the LTB to “void” the eviction.
- You can [ask the LTB to review](#) the decision to evict you. You must do that within 30 days of the date of the eviction order. If more than 30 days have passed, you can file a request to [extend or shorten time](#) along with your review request. The LTB will look at your request and decide if you will get a new hearing. If the LTB gives you a new hearing, they will give you an order, called a “stay” which stops the eviction process from moving forward until the hearing is held. You will have to provide this to the Sheriff to ensure that they know the eviction has been stopped. If the LTB does not give you a new hearing, the eviction against you will move forward.
- In some cases, it might make sense to ask a court to change the decision. It would be a good idea to get legal advice before doing this.

You can also talk to your landlord and see if they will agree to let you stay. If they agree, be sure to get proof of this agreement in writing.

If you are locked out of your unit by the Sheriff, you will have 72 hours to arrange with your landlord to move your belongings out of your unit.