



Tribunals Ontario

Landlord and Tenant Board

How a Landlord Can End a Tenancy

Information in this brochure

The *Residential Tenancies Act* (the Act) has rules for how a landlord can end a residential tenancy and evict a tenant. This brochure provides some general information about these rules.

It is not a complete summary of the law and it is not intended to provide legal advice. If you need more information about the law, please see **For More Information** at the end of this brochure.

There are special rules for ending a tenancy in a care home. These rules are **not** explained in this brochure. For information about the rules relating to care homes, see the Board’s brochure on **Care Homes**.

Topic	See Page
Tenancy Agreements	1
Agreement to End a Tenancy	3
Notice to End a Tenancy	4
Application to the Board	6
Hearing	7
Board Order	8
For More Information	8
Reasons a Landlord Can Apply to Evict a Tenant	9 - 20

Tenancy Agreements

Tenancy agreements

When a landlord rents a unit to a person, they enter into a **tenancy agreement** - a contract in which the tenant agrees to pay rent for the right to live in the rental unit. If a tenancy agreement is first entered into on or after April 30, 2018, the tenancy agreement must be in writing, and the landlord must use a standard lease form developed by the Ministry of Housing. This form is called [*Residential Tenancy Agreement \(Standard Form of Lease\)*](#).

Fixed term tenancy

If the landlord and tenant agree that the tenancy will last for a specific period of time, this is called a **fixed term tenancy**. This is because both the start and end date are set out in the tenancy agreement. Most leases are for a fixed term, usually for a year.

Renewing a lease

The end of a fixed term tenancy or lease does not mean that the tenant has to move out or sign a renewal or new lease in order to stay.

The lease is renewed automatically on a month-to-month basis (if the rent is paid monthly) or week-to-week basis (if rent is paid weekly). This means the landlord and tenant do not have to sign a new fixed term lease when the term of the lease runs out. All the rules of the former lease will still apply to the landlord and tenant.

The landlord and tenant can also agree to renew the tenancy agreement for another fixed term period, or enter into a new lease. If the landlord and tenant agree to enter into a new lease, the terms of the lease can only be changed in accordance with the Act.

Security of tenancy

Tenants have security of tenancy. This means that a tenant can continue to occupy the rental unit until:

- the tenant decides to leave and gives the landlord proper notice that they intend to move out (see the Board's brochure on **How a Tenant Can End Their Tenancy** for more information),
- the landlord and tenant agree to end the tenancy, or
- the landlord gives the tenant a notice to end the tenancy for a reason allowed by the Act, and
 - the tenant agrees to move, or
 - the tenant does not agree with the landlord's notice, the landlord applies to the Board, and the Board issues an eviction order.

If the landlord gives a tenant notice to end the tenancy, the tenant does not have to move out. The landlord must apply to the Landlord and Tenant Board (the Board) for an order allowing the eviction of the tenant. The tenant has the right to go to a hearing and explain why they should not be evicted.

Landlord cannot lock tenant out of the rental unit

It is illegal for a landlord to change the locks to a rental unit or the building, without giving the tenant a key for the new locks. The only exceptions are where:

- the locks are changed because the tenant has been evicted by the Sheriff, or
 - the landlord is sure that the tenant has abandoned the unit.
-

Landlord cannot lock tenant out of the rental unit
(continued)

It is an offence for a landlord to illegally lock a tenant out of their rental unit or the building. If a landlord is convicted in Provincial Court under the *Provincial Offences Act*, they could be fined up to \$25,000 if the landlord is an individual, or \$100,000, if the landlord is a corporation.

If a tenant is illegally locked out and if the unit is still vacant, the tenant can apply to the Board for an order that requires the landlord to let the tenant back into the unit.

Agreement to End a Tenancy

Landlord and tenant can agree to end the tenancy

A landlord and tenant can agree to end the tenancy at any time, even during the term of a lease. They can make an oral agreement to end the tenancy, but it is best to have a written agreement. This way, if there is any confusion about the agreement, both the landlord and tenant have a written copy to refer to. Written agreements should be signed by all parties included in the agreement.

The Board has an **Agreement to Terminate a Tenancy (Form N11)** that landlords and tenants can use.

A landlord cannot require a tenant to agree to end a tenancy, or to sign, at the start of the tenancy, an agreement to end the tenancy at a later date. (There are, however, certain exemptions for student housing and care homes.)

If tenant changes their mind

If a tenant agreed with the landlord to end the tenancy and later changes their mind, the tenant can ask the landlord if they will consent to a new agreement allowing the tenancy to continue.

The landlord can apply to the Board for an order to evict the tenant if the tenant refuses to leave as agreed to, unless the landlord and tenant make a new agreement.

Important: In this situation, the landlord can make an application to the Board for an eviction order without giving the tenant notice that they have done so. The tenant will not be made aware of the application until they receive the eviction order from the Board. The tenant can apply to the Board to stop the eviction if the tenant believes that the eviction order should not have been given.

Notice to End a Tenancy

Landlord must give proper notice

A landlord can end a tenancy only for the reasons allowed by the Act.

In most cases, the first step is for the landlord to give the tenant a notice in writing that they want the tenant to move out.

The proper forms a landlord must use for giving a notice to end the tenancy are available from the Board. There are different notices for different reasons.

Landlords must use the correct notice form and fill it out completely and accurately to ensure that the tenant receives all the information that the Act requires. If the landlord does not give the tenant all the information required by the Act, the notice may be void. And, if the landlord files an application to evict the tenant based on an incomplete or incorrect notice, the application may be dismissed.

Reasons for ending a tenancy

The Act allows a landlord to give a tenant notice to end the tenancy early if the tenant, the tenant's guest or someone else who lives in the rental unit does something they should not do, or does not do something they should. This is sometimes called ending a tenancy "**for cause**".

Some examples of "**for cause**" reasons for ending a tenancy are:

- not paying the rent in full,
- causing damage to the rental property,
- disturbing other tenants or the landlord, and
- illegal activity in the rental unit or residential complex.

There are also other reasons for ending a tenancy that are **not** related to what the tenant has done, or not done. These are sometimes called "**no fault**" reasons for ending a tenancy.

Some examples of "**no fault**" reasons for ending a tenancy are:

- the landlord plans to do major repairs or renovations that require a building permit and the work cannot be done unless the rental unit is empty,

Reasons for ending a tenancy
(continued)

- the landlord requires the rental unit because the landlord, a member of the landlord’s immediate family or their caregiver wish to move into the unit, and
- the landlord has agreed to sell the property and the purchaser requires all or part of the property because the purchaser, a member of the purchaser’s immediate family or their caregiver wish to move into the unit. (This reason for eviction only applies in rental buildings with three or fewer units and in condominiums.)

A complete list of the **Reasons a Landlord can Apply to Evict a Tenant** is provided at the end of this brochure.

When the landlord must give notice

Where a notice to end a tenancy must be given, the landlord must give the notice to the tenant before the **termination date** (the day the tenancy will end). The amount of advance notice depends on the reason for ending the tenancy.

The list of **Reasons a Landlord can Apply to Evict a Tenant** provided at the end of this brochure shows the amount of advance notice required for each reason.

Tenant’s remedy

For some of the **for cause** reasons for ending a tenancy, a tenant can prevent the tenancy from ending by stopping the behaviour referred to in the notice, or by doing what the notice requests. This is called a **tenant’s remedy**. The notice explains what this is, and gives a deadline for the tenant to comply. If the tenant does what the notice asks them to do by the deadline, the notice to end the tenancy is then void. The landlord cannot apply to the Board to evict a tenant based on a void notice.

For those reasons for ending a tenancy that do not have a remedy, the tenant cannot do anything to void the notice. However, this does not mean the tenant has to move out.

If the tenant does not move out after receiving a notice to end the tenancy, the landlord can file an application to the Board to end the tenancy. The Board will decide if the tenancy should end after holding a hearing. Both the landlord and the tenant can come to the hearing and explain their side of the story to a Member of the Board. (For information about when a landlord can apply to the Board see the **Application to the Board** section).

Application to the Board

Applying for approval to end the tenancy

A landlord can apply to the Board for approval to end a tenancy if:

- the landlord gave the tenant a notice to end the tenancy,
- the landlord and tenant have an agreement to end the tenancy,
- the landlord wants to evict an unauthorized occupant,
- the tenant gave the landlord a notice to end the tenancy,
- the tenant breached a condition of a Board order or mediated settlement and the order or settlement allowed the landlord to apply to end the tenancy,
- the tenant abandoned the rental unit, or
- the tenant was the superintendent and the superintendent's employment has ended.

If there is a **tenant remedy**, the landlord cannot file an application to the Board unless the tenant fails to correct the behavior referred to in the notice, or fails to do what the notice requested, by the deadline set out in the notice.

Where the tenant does not have a remedy, the landlord can file their application as soon as they give the notice to the tenant.

Deadline to apply

In most cases, there is a deadline by which the landlord must file their application to the Board.

Most, but not all, landlord applications must be made within 30 days of the termination date set out in the notice. However, there is no deadline for making an application to terminate a tenancy where the landlord has given the tenant a **Notice to End a Tenancy Early for Non-Payment of Rent (Form N4)**.

The list of **Reasons a Landlord can Apply to Evict a Tenant** provided at the end of this brochure shows the deadline for filing each application.

Hearing

A hearing will be scheduled

In most cases, the Board will schedule a hearing to decide the landlord's application. However, the Board will not usually schedule a hearing if the application was made because the tenant:

- gave the landlord a notice to end the tenancy, or
- made an agreement with the landlord to end the tenancy, or
- breached a condition of a Board order or mediated settlement and the order or settlement allowed the landlord to apply to end the tenancy without notice to the tenant.

If a hearing is going to be held, it may be one of three types:

- an **oral hearing**, where the landlord and tenant appear in person before a Member (this is the most common type of hearing),
- a **video conference hearing**, where the hearing takes place using a video camera link between the Member, the landlord and the tenant, or
- a **telephone hearing**, where the hearing takes place using a telephone link between the Member, the landlord and the tenant.

The Board will decide which type of hearing you will have.

The Board will inform the parties about the hearing

In most situations the Board will inform the parties about the hearing. The Board will issue a **Notice of Hearing** and mail it to the landlord(s) and tenant(s) along with a copy of the application.

Tenant can dispute the application at the hearing

At the hearing, a landlord will have to prove that the tenant should be evicted. The tenant can go to the hearing to explain why they should not be evicted, even if they have done something that is a reason for eviction.

Even though a landlord proves their case in an application to evict a tenant, the Board must consider all the circumstances of each case to decide whether or not the eviction should be refused or delayed.

Board Order

The decision

A Member of the Board will make a decision about the landlord's application to end the tenancy and whether the tenant should be evicted or not.

The Member's decision is always put in writing. This written decision is called an **order**. The Board will mail a copy of the order to both the landlord and tenant, and their representatives, if any.

Only the Sheriff can evict a tenant

If a tenant doesn't leave the rental unit by the termination date in the eviction order, a landlord cannot personally enforce the order (remove a tenant from a rental unit or change the locks). See the section called **Landlord cannot lock tenant out of the rental unit** on page 2 for more information.

An eviction order can only be enforced by the **Court Enforcement Office** (the "Sheriff's Office"). The Board does not enforce an order.

The landlord must file a copy of the Board order with the Sheriff's Office to have the order enforced. The Sheriff's Office will charge the landlord a fee for the enforcement of the order. Further information about enforcement can be obtained from the Sheriff's Office.

For More Information

Other related publications

The Board also has brochures on these related topics:

- How a Tenant Can End Their Tenancy,
 - Instructions for Landlords: How to Serve the Application and Notice of Hearing
 - Important Information About Your Hearing
-

Contact the Landlord and Tenant Board

This brochure provides general information only. For more information, or to obtain copies of the Board's forms and publications, you can:

- visit the Board's website at sito.ca/ltb,
- call the Board at **416-645-8080** or toll-free at **1-888-332-3234**, or
- visit your local Landlord and Tenant Board office. A list of Board office locations can be found on our website, or you may call us at the numbers listed above.

Reasons a Landlord can Apply to Evict a Tenant

Reason	Page	Reason	Page
Abandoned rental unit	10	Misrepresenting income	15
Agreement to end the tenancy	10	Non-payment of rent	15
Breach of order or mediated settlement	10	Overcrowding	15
Ceases to qualify for subsidized housing	11	Persistent late payment of rent	16
Change of use to non-residential	11	Personal use by landlord	16
Condominium purchase failed	11	Personal use by purchaser	17
Damage	12	Repairs or renovations	17 & 18
Demolition	13	Superintendent's employment ended	19
Employment terminated	13	Subtenant stays after subtenancy ends	19
Illegal act or business	13	Tenant gave notice to end the tenancy	19
Impairing safety	14	Unauthorized occupant	20
Interference with enjoyment or other right	14		

Note: All the reasons listed above may also be reasons for ending a tenancy in a care home. There are, however, special reasons for ending a tenancy which apply only to care home tenancies. These special reasons are not covered in this brochure. For more information about the special reasons for ending a tenancy in a care home, see the Board's brochure on **Care Homes**.

Reason	Notice Form	Notice Period (at least...)	Application Form	Other important information
Abandoned rental unit				
Tenant abandoned the rental unit. (Note: the Board will not consider a rental unit to be abandoned if the tenant has paid <i>all</i> their rent)	Landlord may apply to the Board without giving the tenant a notice.	None	Form L2 – Application to Terminate a Tenancy and Evict a Tenant There is no deadline for filing the application.	Although the unit may appear to be abandoned, the landlord must attempt to serve the tenant with a copy of the application and the Notice of Hearing. If the tenant’s new address is not known, the landlord can serve the tenant at their last known address or business address.
Agreement to end the tenancy				
Tenant made an agreement with the landlord to end the tenancy.	Landlord may apply to the Board without giving the tenant a notice.	None	Form L3 – Application to Terminate a Tenancy – Tenant gave Notice or Agreed to Terminate the Tenancy Application must be filed no later than 30 days after the termination date in the agreement.	The landlord can apply any time after the agreement is made. The landlord does not have to give the tenant a copy of the application. An eviction order can be issued without holding a hearing. If an order is issued evicting the tenant without a hearing, the tenant can make a Motion to Set Aside the order. This motion must be made within 10 days after the eviction order was issued. The Board can extend this 10-day period in appropriate circumstances.
Breach of order or mediated settlement				
Tenant breached the conditions of a Board order or mediated settlement, and the order or settlement allows the landlord to apply to end the tenancy if a breach occurs.	Landlord may apply to the Board without giving the tenant a notice.	None	Form L4 – Application to Terminate a Tenancy – Tenant Failed to Meet Conditions of a Settlement or Order Application must be filed no later than 30 days after a tenant’s breach of a condition in the order or mediated settlement.	The landlord does not have to give the tenant a copy of the application. An eviction order can be issued without holding a hearing. If an order is issued evicting the tenant without a hearing, the tenant can make a Motion to Set Aside the order. This motion must be made within 10 days after the order was issued. The Board can extend this 10-day period in appropriate circumstances.

Reason	Notice Form	Notice Period (at least...)	Application Form	Other important information
Ceases to qualify for subsidized housing				
Tenant no longer qualifies to live in public or subsidized housing.	Form N8 – Notice to Terminate a Tenancy at the End of a Term	28 days (daily or weekly tenancy) 60 days (all other tenancies) Termination date must be the last day of the rental period or lease term.	Form L2 – Application to Terminate a Tenancy and Evict a Tenant Application must be filed no later than 30 days after the termination date shown in the notice.	Tenant can dispute the application at the hearing. Note: The Board cannot make decisions about whether a person is eligible for RGI assistance or the amount of RGI rent that must be paid.
Change of use to non-residential				
Landlord intends to change the rental unit to a non-residential use.	Form N13 – Notice to Terminate the Tenancy at the End of the Term for Conversion, Demolition or Repairs	120 days notice 1 year for mobile home parks or land lease communities, if tenant owns the home on the site Termination date must be the last day of the rental period or lease term.	Form L2 – Application to Terminate a Tenancy and Evict a Tenant Application must be filed no later than 30 days after the termination date in the notice.	Tenant can dispute the application at the hearing, or move out of the unit on an earlier date, provided they give at least 10 days written notice to the landlord. If the property has 5 or more units, the landlord must provide another rental unit acceptable to the tenant or give the tenant an amount equal to 3 months rent. <i>(If the rental unit is a site in a mobile home park or land lease community, see Note 1 on page 19.)</i>
Condominium purchase failed				
Tenant lives in a proposed condominium based on an agreement of purchase and sale and the agreement has been terminated.	Form N8 – Notice to Terminate a Tenancy at the End of a Term	28 days (daily or weekly tenancy) 60 days (all other tenancies) Termination date must be the last day of the rental period or lease term.	Form L2 – Application to Terminate a Tenancy and Evict a Tenant Application must be filed no later than 30 days after the termination date in the notice.	Tenant can dispute the application at the hearing.

Reason	Notice Form	Notice Period (at least...)	Application Form	Other important information
Damage - Tenant, their guest or another occupant of the rental unit has:				
<ul style="list-style-type: none"> • wilfully or negligently caused undue damage to the rental unit or complex. 	Form N5 – Notice to Terminate a Tenancy Early	20 days (for 1 st notice)	Form L2 – Application to Terminate a Tenancy and Evict a Tenant Application must be filed no later than 30 days after the termination date in the notice.	The landlord can give this notice if the person who caused the damage did so wilfully or negligently (in other words, whether the damage was done deliberately or by not being careful enough). The tenant may void the notice and stay in the unit if, within 7 days after receiving the notice, they: <ul style="list-style-type: none"> • repair the damaged property or pay the reasonable costs to repair it; or • if it is not reasonable to repair the damaged property, replace the damaged property or pay the reasonable costs to replace it. <i>(If this is the second notice within 6 months, see Note 2 on page 19.)</i> Or, the tenant can dispute the application at the hearing.
<ul style="list-style-type: none"> • wilfully caused undue damage to the rental unit or complex. 	Form N7 – 10 day Notice to Terminate a Tenancy Early	10 days	Form L2 – Application to Terminate a Tenancy and Evict a Tenant Application must be filed no later than 30 days after the termination date in the notice.	The tenant can dispute the application at the hearing. A landlord must prove at the hearing that the person who caused the damage did so wilfully (in other words, that the person deliberately caused the damage). If the landlord cannot prove to the Board that the damage was wilful, the application will be dismissed. If a landlord is not sure if they can prove that the person wilfully caused the damage, the landlord may consider giving the tenant the 20 day notice of termination for wilful or negligent damage (Form N5) instead.
<ul style="list-style-type: none"> • used the rental unit or complex in a manner that is inconsistent with its use as residential premises and this has caused or can be expected to cause serious damage. 	Form N7 – 10 day Notice to Terminate a Tenancy Early	10 days	Form L2 – Application to Terminate a Tenancy and Evict a Tenant Application must be filed no later than 30 days after the termination date in the notice.	The tenant can dispute the application at the hearing. The landlord must prove at the hearing that the amount of damage that was caused or could be caused is significantly greater than damage that would result if it were wilfully or negligently caused.

Reason	Notice Form	Notice Period (at least)	Application Form	Other important information
Demolition				
Landlord intends to demolish the rental unit.	Form N13 – Notice to Terminate the Tenancy at the End of the Term for Conversion, Demolition or Repairs	120 days notice 1 year notice for mobile home parks or land lease communities, if tenant owns the home on the site Termination date must be the last day of the rental period or lease term.	Form L2 – Application to Terminate a Tenancy and Evict a Tenant Application must be filed no later than 30 days after the termination date in the notice.	The tenant can dispute the application at the hearing, or move out of the unit on an earlier date provided that they give 10 days written notice to the landlord. If the property has 5 or more units, and demolition was not ordered under another Act, the landlord must provide another rental unit acceptable to the tenant or give the tenant an amount equal to 3 months rent. <i>(If the rental unit is a site in a mobile home park or landlord lease community, see Note 1 on page 19.)</i>
Employment terminated				
Tenant was an employee of an employer who provided the tenant with the rental unit during their employment, and the employment has ended.	Form N8 – Notice to Terminate a Tenancy at the End of a Term	28 days (daily or weekly tenancy) 60 days (all other tenancies) Termination date must be the last day of the rental period or lease term.	Form L2 – Application to Terminate a Tenancy and Evict a Tenant Application must be filed no later than 30 days after the termination date in the notice.	The tenant can dispute the application at the hearing. This reason does not include employment as a janitor, superintendent, caretaker, manager or security guard of a rental property where the person lives in the superintendent’s premises. Ending the tenancy of these types of employees is explained in Superintendent’s Employment Ended on page 18.
Illegal act or business – Tenant or another occupant has:				
<ul style="list-style-type: none"> committed an illegal act or carried on an illegal business involving the production of an illegal drug or trafficking of an illegal drug, or they allowed another person to do this in the rental unit or complex. 	Form N6 – Notice to Terminate a Tenancy Early – Illegal Act or Misrepresentation of Income	10 days	Form L2 – Application to Terminate a Tenancy and Evict a Tenant Application must be filed no later than 30 days after the termination date in the notice.	The tenant can dispute the application at the hearing.
<ul style="list-style-type: none"> committed an illegal act or carried on an illegal business, or they allowed another person to do this in the rental unit or complex. 		20 days (1 st notice)		The tenant can dispute the application at the hearing. <i>(If this is the second notice within 6 months, see Note 2 on page 19.)</i>

Reason	Notice Form	Notice Period (at least)	Application Form	Other important information
Impairing safety – Tenant, their guest or another occupant of the rental unit has:				
<ul style="list-style-type: none"> • seriously impaired the safety of another person in the rental complex. 	Form N7 – 10 day Notice to Terminate a Tenancy Early	10 days	Form L2 – Application to Terminate a Tenancy and Evict a Tenant Application must be filed no later than 30 days after the termination date in the notice.	<p>The landlord may also give a notice to the tenant for this reason, based on the presence or behaviour of a pet the tenant is keeping.</p> <p>The tenant can dispute the application at the hearing.</p>
Interference with enjoyment or other right – Tenant, their guest, or another occupant of the rental unit has:				
<ul style="list-style-type: none"> • substantially interfered with the landlord’s reasonable enjoyment of the building or with another of the landlord’s lawful rights, privileges or interests (where the landlord lives in the same building as the tenant and the building has 3 or fewer residential units) 	Form N7 – 10 day Notice to Terminate a Tenancy Early	10 days	Form L2 – Application to Terminate a Tenancy and Evict a Tenant Application must be filed no later than 30 days after the termination date in the notice.	<p>The landlord may also give a notice to the tenant for this reason, based on the presence or behaviour of a pet the tenant is keeping.</p> <p>The tenant can dispute the application at the hearing.</p>
<ul style="list-style-type: none"> • substantially interfered with the reasonable enjoyment of the landlord or another tenant, or • substantially interfered with another lawful right, privilege or interest of the landlord or another tenant. 	Form N5 – Notice to Terminate a Tenancy Early	20 days (1 st notice)	Form L2 – Application to Terminate a Tenancy and Evict a Tenant Application must be filed no later than 30 days after the termination date in the notice.	<p>The landlord may also give a notice to the tenant for this reason, based on the presence or behaviour of a pet the tenant is keeping.</p> <p>The tenant can:</p> <ul style="list-style-type: none"> • void the notice and stay in the unit if the tenant stops the activity that caused the landlord to give the notice, within 7 days (<i>If this is the second notice within 6 months, see Note 2 on page 19</i>), or • dispute the application at the hearing.

Reason	Notice Form	Notice Period (at least)	Application Form	Other important information
Misrepresenting income				
Tenant lives in a rent geared to income rental unit and has misrepresented their income or the income of a family member who lives in the unit.	Form N6 – Notice to Terminate a Tenancy Early – Illegal Act or Misrepresentation of Income	20 days (1 st notice)	Form L2 – Application to Terminate a Tenancy and Evict a Tenant Application must be filed no later than 30 days after the termination date in the notice.	The landlord can apply any time after the notice is given to the tenant. The tenant cannot <i>void</i> the notice but they can dispute the application at the hearing. <i>(If this is the second notice within 6 months, see Note 2 on page 19.)</i>
Non-payment of rent				
Tenant has not paid their rent.	Form N4 – Notice to End a Tenancy Early for Non-payment of Rent	7 days (daily or weekly tenancy) 14 days (all other tenancies)	Form L1 – Application to Evict a Tenant for Non-payment of Rent and to Collect Rent the Tenant Owes There is no deadline to file the application.	The tenant may void the notice and stay in the rental unit if, before the day the landlord applies to the Board, the tenant pays: <ul style="list-style-type: none"> • all the rent that is owed, plus • any new rent that has come due.
Overcrowding				
The number of people living in the rental unit is more than permitted by health, safety and housing standards.	Form N5 – Notice to Terminate a Tenancy Early	20 days (1 st notice)	Form L2 – Application to Terminate a Tenancy and Evict a Tenant Application must be filed no later than 30 days after the termination date in the notice.	The tenant may void the notice and stay in the unit by reducing the number of people living in the unit to the limit allowed by local bylaws within 7 days. <i>(If this is the second notice within 6 months, see Note 2, below.)</i> Or, the tenant can dispute the application at the hearing.

Reason	Notice Form	Notice Period (at least)	Application Form	Other important information
Persistent late payment of rent				
<p>Tenant has been persistently late in paying their rent.</p>	<p>Form N8 – Notice to Terminate a Tenancy at the End of a Term</p>	<p>28 days (daily or weekly tenancy) 60 days (all other tenancies) Termination date must be the last day of the rental period or lease term.</p>	<p>Form L2 – Application to Terminate a Tenancy and Evict a Tenant Application must be filed no later than 30 days after the termination date in the notice.</p>	<p>The tenant can dispute the application at the hearing. The tenant does not have to owe rent at the time this application is made. The Board will not issue an order for rent owing if the application is only based on persistent late rent. If there is rent owing, see Non-payment of Rent on page 15.</p>
Personal use by landlord				
<p>Landlord requires possession of the rental unit because one of the following people wants to move into the rental unit:</p> <ul style="list-style-type: none"> the landlord or the landlord’s spouse a child or parent of the landlord or their spouse, or a person who provides or will provide care services for any of these people. 	<p>Form N12 - Notice to Terminate the Tenancy at the End of the Term for Landlord’s or Purchaser’s Own Use</p>	<p>60 days Termination date must be the last day of the rental period or lease term.</p>	<p>Form L2 – Application to Terminate a Tenancy and Evict a Tenant Timing: Application must be filed no later than 30 days after the termination date in the notice. Application must include a completed Schedule B. The person who will occupy the unit must file an affidavit with the application.</p>	<p>The tenant can dispute the application at the hearing, or move out of the unit on an earlier date if they provide at least 10 days’ written notice to the landlord. The person who receives care services must reside in the same complex. The landlord or family member must intend to live in the unit for at least one year. The landlord must either: 1. pay the tenant the equivalent of one month’s rent before the termination date in the notice, or 2. offer the tenant another unit that the tenant accepts. Only individual landlords, not corporations, are able to give notice of termination for this reason. If the tenant believes the landlord gave the notice in bad faith (e.g. the landlord rents the unit to someone else or advertises it for sale or for rent), they can file a T5: Tenant Application – Landlord Gave a Notice of Termination in Bad Faith</p>

Reason	Notice Form	Notice Period (at least)	Application Form	Other important information
Personal use by purchaser				
<p>Landlord of a property that has no more than 3 residential units has entered into an agreement of purchase and sale for the property and one of the following people wants to move into the rental unit:</p> <ul style="list-style-type: none"> • the purchaser or their spouse • the purchaser’s child or parent • the purchaser’s spouse’s child or parent • a person who provides or will provide care services for any of these people 	Form N12 - Notice to Terminate the Tenancy at the End of the Term for Landlord’s or Purchaser’s Own Use	<p>60 days</p> <p>Termination date must be the last day of the rental period or lease term.</p>	<p>Form L2 – Application to Terminate a Tenancy and Evict a Tenant</p> <p>Timing: Application must be filed no later than 30 days after the termination date in the notice.</p> <p>The person who will occupy the unit must file an affidavit with the application.</p>	<p>The tenant can dispute the application at the hearing, or move out of the unit on an earlier date if they provide at least 10 days’ written notice to the landlord.</p> <p>Landlords who own more than 3 condominium units in the same building or group of buildings cannot give this notice.</p> <p>The person who receives care services must reside in the same complex.</p>
Repairs or renovations				
The property has 4 or fewer residential units and the landlord intends to do extensive repairs or renovations that require a building permit and that the unit be empty during the work.	Form N13 – Notice to Terminate the Tenancy at the End of the Term for Conversion, Demolition or Repairs	<p>120 days’ notice.</p> <p>Except: 1 year notice for mobile home parks or land lease communities, if tenant owns the home on the site.</p> <p>Termination date must be the last day of the rental period or lease term.</p>	<p>Form L2 – Application to Terminate a Tenancy and Evict a Tenant</p> <p>Timing: Application must be filed no later than 30 days after the termination date in the notice.</p>	<p>The tenant has the right to move back into the unit when the repairs or renovations are done.</p> <p>If the tenant wants to do move back in, they must give the landlord notice in writing before vacating the rental unit and inform the landlord of any change in address.</p> <p>A landlord cannot refuse the tenant’s request to re-occupy the unit and they cannot charge more rent than the tenant would be paying if they had not moved out.</p> <p>The tenant can dispute the application at the hearing, or move out of the unit at an earlier date with at least 10 days’ written notice to the landlord, whether or not they exercise their right to re-occupy the unit when the work is done.</p>

Reason	Notice Form	Notice Period (at least)	Application Form	Other important information
Repairs or renovations (continued)				
<p>The property has 5 or more residential units and the landlord intends to do extensive repairs or renovations that require a building permit and the unit be empty during the work.</p>	<p>Form N13 – Notice to Terminate the Tenancy at the End of the Term for Conversion, Demolition or Repairs</p>	<p>120 days’ notice</p> <p>Except: 1 year notice for mobile home parks or land lease communities, if tenant owns the home on the site.</p> <p>Termination date must be the last day of the rental period or lease term.</p>	<p>Form L2 – Application to Terminate a Tenancy and Evict a Tenant</p> <p>Application must be filed no later than 30 days after the termination date in the notice.</p>	<p>The tenant has the right to move back into the unit when the repairs or renovations are done. If the tenant wants to do this, they must give the landlord notice in writing before vacating the rental unit and inform the landlord of any change in address.</p> <p>A landlord cannot refuse the tenant’s request to re-occupy the unit and they cannot charge more rent than the tenant would be paying if they had not moved out.</p> <p>If the tenant does not give written notice to the landlord that they intend to re-occupy the unit when the work is done, and the work was not ordered under another act, the landlord must either:</p> <ol style="list-style-type: none"> 1. provide another rental unit acceptable to the tenant, or 2. pay the tenant an amount equal to 3 months’ rent before the termination date in the notice. <p>If the tenant gives written notice that they intend to re-occupy the unit when the work is done and the work was not ordered under any other act, the landlord must give the tenant an amount equal to the rent that the tenant would have paid while the work was done, to a maximum of 3 months’ rent which must be paid before the termination date in the notice.</p> <p>The tenant can dispute the application at the hearing, or move out of the unit at an earlier date with at least 10 days written notice to the landlord, whether or not they exercise their right to re-occupy the unit when the work is done.</p> <p><i>If the rental unit is a site in a mobile home park or land lease community, see Note 1, below.</i></p>

Reason	Notice Form	Notice Period (at least)	Application Form	Other important information
Superintendent's employment ended				
Tenant occupies the superintendent's premises as a janitor, superintendent, caretaker, manager or security guard of a building or complex and they did not vacate within 7 days after their employment ended.	Landlord may apply to the Board without giving the tenant a notice.	None	Form L2 – Application to Terminate a Tenancy and Evict a Tenant Application cannot be made earlier than 7 days after the employment ended.	The tenant can dispute the application at the hearing. (The tenant is not required to pay rent or compensation to the landlord for the 7 day period after the employment is terminated.)
Subtenant stays after subtenancy ends				
The landlord wants to evict an “overholding” subtenant because they did not move out after the agreed subtenancy period ended.	Landlord may apply to the Board without giving the subtenant or tenant a notice.	None	Form A2 – Application About a Sublet or an Assignment Application must be filed no later than 60 days after the agreed subtenancy period ended.	The subtenant and/or the tenant can dispute the application at the hearing. The tenant who sublet the rental unit also has the right to file an application to evict the overholding subtenant.
Tenant gave notice to end the tenancy				
Tenant gave the landlord a notice to end the tenancy.	Landlord may apply to the Board without giving the tenant a notice.	None	Form L3 – Application to Terminate a Tenancy – Tenant gave Notice or Agreed to Terminate the Tenancy Application must be filed no later than 30 days after the termination date in the tenant's notice.	The landlord does not have to give the tenant a copy of the application. An eviction order can be issued without holding a hearing. If an order is issued evicting the tenant without a hearing, the tenant can make a Motion to Set Aside the order. This motion must be made within 10 days after the eviction order was issued. The Board can extend this 10-day period in appropriate circumstances.

Reason	Notice Form	Notice Period (at least)	Application Form	Other important information
Unauthorized occupant				
Landlord wants to evict an unauthorized occupant because the tenant assigned or sublet the rental unit to another person without the consent of the landlord.	Landlord may apply to the Board without giving the tenant a notice.	None	Form A2 – Application About a Sublet or an Assignment Application must be filed no later than 60 days after the landlord discovered the occupant living in the rental unit.	The occupant or the tenant can dispute the application at the hearing.
<p>Note 1: If the reason for giving the notice is that the landlord will be converting, demolishing, repairing or renovating a site on which a tenant-owned mobile home or land lease community home is located, the landlord must give the tenant an amount equal to one year’s rent, or \$3,000 or the prescribed amount, whichever is less.</p> <p>Note 2: A tenant who receives a 20-day notice for damage, interference with enjoyment, or overcrowding, can avoid termination by fixing the problem within 7 days. However, if, within 6 months after the notice was given to the tenant, the tenant:</p> <ul style="list-style-type: none"> • does any of these things, • misrepresents his or her income where the tenant is in social housing and receiving a rent subsidy, or • commits an illegal act or carries on an illegal business that does not involve illegal drug activity, <p>the landlord may give a 14-day notice to end the tenancy and apply to the Board right away. The tenant may dispute the application at the hearing.</p>				

Last updated: April 2018