



CONTACT
Community Services

N12 Form

Tenant Information Guide

Introduction

Simcoe County is in the midst of an affordable housing crisis. There has been a considerable increase in the number of tenants being issued N12 forms for owner or purchaser personal use. This has contributed to the already high number of people searching for affordable housing in a market that has experienced significant increase in rent prices combined with a shortage of rental units in the area. Making matters more difficult, property values have substantially increased, properties are selling for well over asking price, and landlords/owners are taking the opportunity to cash in on their investment by selling. Conversely, some landlords/owners are experiencing financial strain forcing them to sell or take back the unit for their own personal use. So where does that leave tenants occupying a rental unit either being taken back by the landlord/owner or being sold?

To provide a better understanding of the rules & regulations, rights & responsibilities, and processes & procedures, this document will cover everything a tenant needs to know when faced with an N12 for owner or purchaser personal use.

Navigating This Guide

For quick access to specific sections in this guide please refer to the *table on contents on page 3*. To access your desired section, click the heading in the table of contents you are interested in viewing. Throughout this guide some words and terms have been underlined to indicate that they are defined in the *Glossary found on page 17*.

Connecting you to Housing

CONTACT'S Housing Services team provides supports to people experiencing or at risk of homelessness, by connecting them with resources and programs such as Housing Access, the Housing Retention Fund, OESP, Housing First, and much more. One-on-one supports are given to individuals who experience chronic or episodic homelessness to find and keep permanent housing.



If you would like more information about CONTACT's supports, please visit our website or call:



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Landlord/Owner Intent to Sell or Take Back the Unit

Tenants are covered under the Residential Tenancies Act which protects their rights when faced with such circumstances as the sale of a rental or if the landlord/owner intends to take back the unit for their personal use.

Reasons to Issue an N12

There are two valid reasons a landlord/owner can issue an N12:

1. **Notice for Personal use by the Landlord/Owner**

The N12 - reason for personal use, is given to the tenant when a landlord/owner personally plans to move in to, make use of, or plans to move their parent(s), spouse, child(ren), spouse's child(ren), or spouse's parent(s) into the property. As well, a landlord/owner can issue an N12 if they plan to move in a person who provides, or will provide, care services to the landlord/owner, spouse, child(ren), parent(s), spouse's child(ren), or spouse's parent(s). It is important to note that uncles, aunts, nieces, nephews, friends, and other extended family not listed here do not qualify as eligible occupants under the N12 guidelines for owner personal use.

2. **Notice of Personal use by Purchaser**

An N12 – reason for purchaser use is given to the tenant when there is an offer to purchase the property and the purchaser has asked that the unit be empty because they, or an eligible family member, plan to move-in to the unit. The list of eligible family members a purchaser can move-in are governed by the same guidelines as landlord/owner personal use as listed in the *Notice for Personal use by the Landlord/Owner* section above.



See Appendix A – N12 Form - Pages 25 - 26

N12 for the Personal use of the Owner or Purchaser

If a tenant receives an N12 notice for the personal use of the owner or the purchaser, it is important that the tenant understands the options, rights, responsibilities, and the overall process involved.

What you Need to Know

Whether the tenant receives an N12 for personal use by the owner or the purchaser it is important to understand that the N12 is a **NOTICE** to the tenant and is **NOT** considered an eviction order. The Landlord Tenant Board (LTB) is the only governing body in Ontario that has the authority to issue an eviction order as long as the tenancy is under the protection of the Residential Tenancies Act (RTA). See *Tenancies not covered under the RTA* on page 8.



Once the N12 has been issued to the tenant the landlord/owner may or may not file for a hearing with the LTB.

Reason(s) the landlord/owner may choose **NOT** to file:

1. The landlord/owner is confident that the tenant will vacate the unit on or before the final tenancy date indicated on the issued N12.
2. The landlord/owner is unaware that the N12 is only a notice and requires an application of eviction filed with the LTB if the tenant were to refuse to comply with the N12 notice.

As mentioned above, for the N12 to move from a notice to an official eviction order, the landlord/owner or purchaser **MUST** file an application with the LTB and await a tribunal date. During the hearing the adjudicator will decide (based on the evidence provided) if the N12 for personal use is valid.

The tenant has the right to wait for a hearing for the N12; however, If the tenant believes the N12 notice is valid the tenant should plan to move-out of the unit on or before the last day of tenancy outlined in the N12 notice. If the tenant has evidence that shows the landlord/owner or purchaser does not intend to use the unit for their own residential purpose the tenant should let the matter go to tribunal.

See *Bad Faith Eviction* on page 16

Termination Date

The N12 has two places where dates are to be filled out by the landlord/owner or purchaser. The first date is on page 1 of the N12 and is added to the section that reads “*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:*” The date provided here **MUST be at least 60 days after the N12 notice has been given to the tenant and MUST fall on the last day of the monthly rental period**. For example: if the N12 is given to the tenant on March 25th, the earliest termination date would be June 30th.

It is important to confirm the termination date is the last day of the monthly rental period, and the time between the termination date and date the notice was **GIVEN** to the tenant is a minimum of 60 days.

The 2nd date (found on page 2 of the N12 after the landlord/owner signature) **CANNOT** be backdated to make it look like the notice was issued 60 days from the termination date. For example, if the N12 was given to the tenant on April 2nd, with a termination date of June 30th, and the 2nd date recorded on the N12 is March 31st, the N12 would be invalid.



See Appendix A – N12 Form - Pages 25 -26

See Appendix B – N12 Form Instructions - Pages 27 – 31



Compensation

The tenant **MUST** be provided compensation in the amount equal to one months' rent which **MUST** be paid to the tenant on or before the termination date listed on the N12. The Last month's rent (LMR) is not to be used as compensation.

Example: The tenant paid LMR at the beginning of the tenancy and pays \$1500.00 per month in rent. If the termination date on the N12 is June 30th, the tenant would pay rent on April 1st, and May's rent would be covered by the LMR. The landlord/owner would then provide compensation in the amount of \$1500.00, through an agreed upon method of payment i.e., cash, cheque, money order, email money transfer, on or before the termination date.

IMPORTANT: If the landlord/owner has offered the tenant payment of compensation in cash, the tenant should ask for confirmation in writing and ask that both the landlord/owner and tenant sign-off on this agreement.

It is also acceptable for the landlord/owner and tenant to agree on an alternative way of receiving compensation. The landlord/owner or tenant can request that compensation be provided by going towards rent due.

Example: The tenant has been provided the proper 60 days' notice via N12 with a termination date of June 30th and had paid LMR at the beginning of the tenancy. If both the landlord/owner and tenant agree, the landlord/owner can apply the compensation to the month of April and apply the LMR to the month of May.

If the tenant and landlord/owner agree to the above example it is in both the tenant and landlord/owners best interest to get this in writing.

See Appendix B – N12 Instructions - Pages 27 - 31



Tenancies not Covered Under the RTA

Some living situations are not protected by the Residential Tenancies Act; therefore, are not required to follow the rules and regulations set out by the Act. This also means that living situations not protected by the RTA would not be eligible for LTB processes. Below are some examples of living situations that do not have RTA protection, where the N12 process would not apply.

- Tenants who share a kitchen and/or washroom with the landlord/owner and/or the landlord's spouse, child(ren) or parent(s).
- Occupants who are not named on the lease as a tenant.
- Tenants living in a unit that falls under the *Innkeepers Act*.

See Appendix C – Innkeepers Act - Pages 32 - 33

Important Take Away Information

- The N12 is a **NOTICE** and **NOT** an official eviction order
- **ONLY** the Landlord Tenant Board can order an eviction
- The tenant has a right to wait for a hearing
- 60 days' notice **MUST** start no later than the 1st day of the monthly rental period
- The landlord/owner **MUST** provide the tenant with 1 months' worth of rent as compensation on or before the final tenancy date
- Try to get **EVERYTHING** in writing including any agreements that involve compensation and how compensation will be made.



When is an N12 Notice Invalid?

The following is a detailed look at the circumstances in which an N12 would be considered invalid.

The fixed term lease has NOT expired

The termination date on the N12 **MUST NOT** be before the fixed term lease has ended. For example: If there is a lease for a 12-month term, from January 1 – December 31, the landlord/owner cannot issue an N12 for personal use if the termination date on the N12 falls within the fixed term of the lease. The landlord/owner can issue the N12 for personal use to the tenant during the fixed term lease as long as the termination date is not within the lease term.

If the landlord/owner intends to sell the property they can put the property up for sale within the fixed lease term; however, the purchaser would be required to take on the tenancy along with the terms of the tenant's current lease. It is important to note that once the purchaser has taken ownership of the property, they cannot increase the rent until the fixed term lease has expired and the increase can only be as much as the current yearly percentage guideline if the unit is protected by rent control. The purchaser, now the owner, would be required to issue the tenant an N1 with 90 days' notice of the rent increase.



IMPORTANT: Residential units built after November 15, 2018, and/or **NOT** occupied as a residential unit before November 15, 2018, are not protected by rent control. This means that the new landlord/owner inheriting the tenancy could implement an above guideline rent increase if there has not been a previous increase in the last 12 months. The new landlord/owner would still need to follow the process of issuing the required LTB forms with 60 days' notice to the tenant.

The landlord/owner has not received an offer of purchase

The N12 **CANNOT** simply be issued because the landlord/owner wants to sell the property. The landlord/owner **MUST** receive an offer of purchase before the N12 can be issued. If the tenant suspects the landlord/owner has issued the N12 without an offer of purchase the tenant can exercise their right to tribunal where the landlord/owner would have to provide proof during the hearing that the N12 was issued once there was a valid offer of purchase.

When is an N12 Notice Invalid? Continued

The landlord/owner wants the property empty before listing for sale

The landlord/owner issues an N12 because they want to evict the tenant prior to putting the property up for sale so they can fix it up and/or sell it unoccupied. There **MUST** be an offer of purchase being considered before an N12 can be issued.

The landlord/owner can offer the tenant a “cash for keys” deal, instead of issuing an N12, as incentive to move on an agreed upon date. *See Cash for Keys on page 15.*

The property is owned by a business or corporation

If the property is owned by a business or corporation the owner **CANNOT** issue an N12 for personal use. The N12 for owner’s personal use indicates that the landlord/owner intends to occupy (residential use) the unit for a minimum of 12 months. A corporation cannot occupy a residential unit and therefore the N12 is not the appropriate step to eviction in this case.

The property has three or more residential units

If the tenant’s unit is part of a residential complex (3 or more units) only the current landlord/owner **CAN** issue an N12 notice for their personal use. If the residential complex is being purchased, the landlord/owner **CANNOT** issue an N12 for the purchaser’s personal use. If the unit is classified as a condominium (condo) and the unit is individually owned, even if there are 3 or more units in the residential complex, the landlord/owner **CAN** issue an N12 for the purchaser’s personal use.

The landlord/owner or purchaser plans to re-rent or sell

Part of the guidelines attached to the issuing of an N12 require that the unit be for personal use by landlord/owner or purchaser for a minimum of 12 months from the tenancy termination date. This means that the landlord/owner or purchaser **CANNOT** re-rent the unit to a new tenant or sell the unit within those 12 months.

See Bad Faith Eviction on page 16



Tenant & Landlord Responsibilities During the Sale of a Tenanted Property

There are some very important points tenants should be aware of that will help maintain their rights and understand their responsibilities, and those of the landlord/owner, in upholding the reasonable enjoyment of the unit during the selling process.

Showings

- **The tenant MUST** reasonably allow for showings to take place and **MUST** be provided a minimum of 24 hours written notice of entry by the landlord/owner or designated representative, such as a real estate agent. **A tenant and landlord/owner CAN** mutually agree to receive/give 24 hours' notice of entry by text message or email.

- Showings should take place no earlier than 8:00am and no later than 8:00pm during the week and on weekends. **The tenant CAN** request that specific time frames be excluded from scheduling showings. Reasons for this request can include (but are not limited to) an interruption to child(ren) sleeping schedule, mealtimes, and special occasions. Tenants may also request specific days be off-limits for showings with appropriate reasons.



- **If the tenant** is requesting that specific days/times be off-limits, the tenant should provide other day/time options for showings to take place in writing (email and text is acceptable as long as the landlord/owner has agreed to this form of communication).
- **The landlord MUST** try to work with the tenant when the tenant has requested specific days/times, within reason, be off-limits for scheduled showings. The landlord should recognize that the unit is still the tenants' home, and it is the landlord's duty to avoid as much unnecessary interruption as possible to the daily life of the tenant during the selling process.
- **The tenant CANNOT** deny entry to the landlord/owner or designated representative because the tenant cannot be at the unit during the time of the showing. If 24 hours' notice has been provided the showing can take place without the tenant present.

Showings Continued

- **The tenant is NOT REQUIRED** to leave the unit for showings. If a landlord/owner or designated representative requests that the tenant leaves for showings the tenant can politely decline this request without worry of repercussion.
- **The tenant MUST NOT** interfere with the sale of the property. Examples of interfering with the sale of a property include (but are not limited to) refusing entry without just cause after proper notice was given, giving potential buyers negative information about the property or the landlord/owner, willfully causing damage to the property, neglecting the property by not upholding normal cleanliness.
- **If the tenant** has pet(s) in the home, cannot be present for a scheduled showing, and cannot safely secure the pet(s) at the time of the showing, the tenant should ask to reschedule as close to the time of receiving notice as possible, stating a concern for the health and safety of the pet(s) and/or those attending the showing. It is good practice to also provide an alternative date/time for rescheduling.
- **The tenant is NOT REQUIRED** to stage the unit in any way to help with the sale of the property. This includes (but is not limited to) cleaning that goes beyond regular lived-in expectations, moving of any furniture, removing any personal items, or removing/adding wall décor.
- **The tenant MUST UPHOLD** the landlord/owners right to the reasonable enjoyment of their property. Barriers in maintaining the landlord/owners right to reasonable enjoyment can include (but are not limited to) being unwilling to cooperate, communicate, and/or compromise within reason during the selling process.



Requesting COVID-19 Precautions

- The tenant has a right to request showings be limited to only the potential purchaser and other necessary persons involved in the sale. An example of unnecessary attendees could include (but are not limited to) the potential buyers' spouse, children, and/or parents or extended family members and friends.
- The tenant can request virtual showings; however, the landlord/owner is not obligated to provide this option unless the tenant provides proof from a medical professional that a person in the household is put at risk from close contact. If the landlord/owner refuses despite proof, the tenant can seek enforcement through the LTB.
- The tenant may also request that all attendees wear mask, gloves, and refrain from touching surfaces, opening doors/cupboards/kitchen or bathroom drawers, etc....



USEFUL TIP – Open all doors to bedrooms, bathrooms, and closets prior to showings to avoid unnecessary contact with commonly touched surfaces. If the tenant is present during the showing, ask the person guiding the showing (landlord/owner or designated representative) to notify the tenant if a potential buyer would like something opened so that they can accommodate without anyone else having to touch the surface.



Aesthetic Upgrades, Maintenance, and Repairs During the Selling Process

- **The landlord/owner should avoid** unnecessary intrusions such as making cosmetic changes and upgrades. These can include (but are not limited to) painting, professional cleaning, and replacement of fixtures or appliances that are functioning without issue and do not qualify as a safety hazard.
- **The landlord/owner CAN**, with 24 hours' notice, schedule repairs and/or maintenance during the selling process that would be considered necessary or emergency. Examples include (but are not limited to) fixing any safety hazards identified during a building inspection, replacement of faulty appliances, and addressing plumbing, heating, and/or electrical issues.
- **The landlord/owner CANNOT** require the tenant to cover the cost of any maintenance or repairs that are the result of normal wear and tear. If there is damage caused by tenant neglect and/or caused intentionally (willfully) by the tenant, the landlord/owner can apply to the LTB for the cost of damages to be paid by the tenant. It is up to the landlord/owner to prove damage is outside of normal wear and tear and was caused by the tenant during tribunal.
- **The landlord/owner CANNOT** deduct from the LMR or the N12 compensation to cover the cost of repairing damage to the unit.

TENANT AT FAULT DAMAGE



CAUSE MUST BE PROVEN AS WILLFUL



CAUSE MUST BE PROVEN AS NEGLENT

Cash for Keys

The term “cash for keys” refers to a mutual agreement between the landlord/owner and tenant to end the tenancy on a certain date in exchange for an agreed upon form/amount of compensation.

The cash for keys agreement is to give the tenant incentive to sign an N11 form which is the official LTB form used for a mutual agreement to end the tenancy. Both the landlord/owner and the tenant must sign the N11. There are few situations in which a cash for keys agreement may be suggested by either landlord/owner or tenant.



Cash for Keys Scenarios

A landlord/owner may offer a cash for keys agreement if:

1. The landlord/owner wants to sell the property unoccupied or take back the property for personal use before the end of the tenants fixed term lease.
2. The landlord/owner wants to sell the property unoccupied, and the tenants lease is month-to-month, but the tenant does not wish to move.
3. The landlord/owner wants to rent the unit out for more than the current tenant (who is month-to-month) is paying but cannot evict the tenant for this reason.
4. The landlord is not happy with the tenancy but has no just cause for eviction.

A tenant may suggest a cash for keys agreement if:

1. The tenant knows the landlord/owner wants to sell the property, take the property back for personal use, or re-rent at a higher rate but the fixed term lease has not expired.
2. The tenant does not really want to move and there is no just cause for eviction but may consider moving if the landlord/owner provided incentive making it worth while for the tenant.

Cash for Keys – Things to Consider

It is important that both landlord/owner and tenant understand that the cash for keys agreement is not protected under the Residential Tenancies Act; therefore, a cash for keys agreement that is not honored cannot be resolved through the Landlord Tenant Board. This means that there is risk involved for both parties when entering into a cash for keys agreement and both parties should seek legal counsel, such as a residential lawyer or paralegal, before agreeing/signing any legally binding documentation.

See Appendix D – N11 Agreement to end Tenancy – Pages 34 - 35

Bad Faith Eviction

An eviction in bad faith, in terms of the N12, means that the landlord/owner issued the N12 but did not follow through with the reason they checked off on the N12 form.

For example:

The landlord/owner issued the tenant an N12 for their personal use of the property and checked off the reason box that states they are moving their son in to the unit. The tenant complies with the N12 and moves out on the date indicated in the N12 notice. The tenant later learns that the unit has been listed for rent at a higher rate than they were paying.

This could indicate that the landlord/owner issued the N12 claiming that the son is moving into the unit, a valid reason to evict the tenant, but may have intended to re-rent the unit at a higher rental rate instead.



REMEMBER

The N12 requires that the unit is not sold, re-sold, or re-rented for a minimum of 12 months from the final tenancy date of the tenant who received the N12 notice.

The Tenant Suspects a Bad Faith Eviction – Now What?

If the tenant suspects an N12 has been issued in bad faith, the tenant should begin to gather as much evidence as possible to prove that the terms of the N12 have been broken. Using the example above, the first piece of evidence would be to take a screen shot or print out of the unit rental listing.

The tenant has up to 12 months from the termination date on the N12 to file for a hearing with the Landlord Tenant Board to address a bad faith eviction.

IMPORTANT: Filing against a landlord/owner for a bad faith eviction can be a lengthy and complicated process. It is always best to seek legal counsel, such as a residential lawyer or paralegal, who can assist in providing the tenants best course of action and next steps.

See Appendix A – N12 Form - Pages 25 – 26

See Appendix B – N12 Instructions - Pages 27 - 31



Glossary

Applicant(s)

Applicant(s) refers to the person(s) who has/have applied or are applying to rent a residential unit.

Above guideline increase

A rent increase that has been calculated using a percentage higher than the yearly allowable percentage. If the unit was built, or first occupied for residential use after November 15, 2018, the landlord/owner can apply a rent increase above the yearly percentage guideline once every 12 months. Also, any landlord/owner can apply to the Landlord Tenant Board for an above guideline increase, however the landlord/owner would have to provide reasons with proof as to why the increase is needed. In that case the adjudicator would decide if the above guideline increase was valid or not during the hearing.

Adjudicator

The adjudicator has authority over Landlord Tenant Board hearings. It is the adjudicator who will hear evidence presented by the landlord/owner and tenant, make decisions based on that evidence, and/or issue any applicable orders.

Application

If either the Landlord/owner or the tenant wish to bring a tenancy matter to the Landlord Tenant Board, they must fill out an application relevant to the matter being addressed. Applications can be found on the LTB website along with instructions for both tenants and landlords explaining which application to use for the matter in question.

Building inspection

When a residential property is being sold a building inspection will likely be conducted. The building inspection consists of having a professional assess the building with regards to building code regulations and will identify any issues with the building that will need to be addressed.

Compensation

Specific to the N12, compensation refers to funds in the amount equal to one month's rent given to the tenant on or before the final tenancy date on the N12. Compensation is required as part of the N12 process.

Eviction order

An order issued by the Landlord Tenant Board requiring the tenant(s) vacate the rental property by the date on the order. The Landlord Tenant Board is the only governing body in Ontario that can order an eviction. If the tenant has not received an eviction order from the LTB but has received a form from the landlord/owner with a final tenancy date, that form is likely initial notice. The tenant can then choose to wait for a hearing.

Final tenancy date

Refers to the last day of the tenancy, otherwise known as the termination date or move-out date.

Fixed term lease

A fixed term lease indicates the amount of time the tenant and the landlord/owner have mutually agreed the tenant will live in the rental unit and pay rent. For example: the tenant and landlord/owner sign a fixed term lease agreement that is 12 months (can be either less or more) with rental payments of \$1500.00 per month. This represents the length of time and amount of rent the tenant is contractually obligated to see through. The landlord/owner cannot increase the rent during the fixed term lease.

Hearing

A scheduled date during which evidence is heard by the adjudicator regarding a residential tenancy matter attended by both the landlord/owner and tenant. Currently all hearings are being conducted virtually (online using Zoom).

Inheriting the lease

When a tenant occupied property is sold and the fixed term lease has not expired, the new owner becomes the landlord and takes on the terms of the lease. If the new owner intends to keep the property as a rental, they will inherit the tenants current lease whether it is still within the fixed term or has moved to month-to-month. All terms within the lease would stay the same and the tenant(s) would not be required to sign a new lease.

Invalid

Not provable, correct, or legally recognized.

Landlord Tenant Board

The official governing body overseeing all matters related to tenancies protected by the Residential Tenancies Act.

Last months' rent deposit (LMR)

The last months' rent deposit, or LMR, is a deposit the tenant can expect to provide upon the signing of a lease, or agreement to rent. The LMR must be equal to one months' rent payment. The LMR's purpose is to cover the tenants last month of rent and must only be used for that purpose. The LMR has become common practice in most rental agreements and provides the landlord/owner with a degree of assurance that the tenant is committed to fulfilling the terms of the rental agreement.

Lease

The lease outlines the terms both the landlord/owner and tenant have agreed to while the tenant occupies the rental unit. The lease often starts with a fixed term of 12 months (fixed term lease). Once the fixed term of the lease has ended the agreement is simply referred to as the lease, all the terms within the lease continue to apply to the tenancy, but it becomes a month-to-month agreement. Once month-to-month the tenant can end the tenancy with 60 days' notice, the landlord/owner can issue a rent increase, issue an N12 for personal use, or put the property up for sale and issue an N12 for the purchaser's personal use when an offer to purchase is made.

LTB process

The processes in place that govern the steps required in matters related to residential tenancies. Most matters begin with the landlord/owner issuing the tenant a notice, such as an N12 form, and then following the guidelines applicable to the form issued.

Maintenance

Maintenance can refer to the landlord/owner taking care of any general upkeep of the property such as lawn care, furnace filter replacement, soft water tank salt refills, snow removal, pest control, etc. The tenant and landlord/owner can make an agreement that shifts the responsibility to the tenant if the landlord/owner provides the tenant compensation for the work being done and covers the cost of materials needed. The most common agreement is with lawn care and snow removal which, as per the RTA, are the responsibility of the landlord/owner, but are often taken on by the tenant. This is ok if the above-mentioned agreement and compensation are provided. Maintenance also includes repairs to damaged or faulty items/property belonging to the landlord/owner such as appliances, plumbing, and electrical, as well as fixtures such as cabinets, locks, doors, etc.... The landlord/owner is responsible for covering the cost of all damage or maintenance that has been caused by normal wear and tear. If maintenance/repairs are required because of the tenants willful or negligent actions the landlord/owner can apply through the LTB to have the tenant cover the costs.

Month-to-month

When the fixed term lease ends the tenancy automatically becomes month-to-month. This means that the tenant is no longer obligated to stay in the unit and can give their 60 days' notice to vacate if they choose. The tenant can continue the tenancy on a month-to-month basis without the need to sign a new fixed term lease agreement. This also means that the landlord/owner can issue an N12 for their own, or the purchasers personal use.

Monthly rental period

The time between rent payments. Most monthly rental periods run from the first of month to the last day of the month. For example, May 1st to May 31st = tenant(s) pay their monthly rent on the first day of each month. Sometimes tenancies will start in the middle of the month, most commonly starting on the 15th and ending on the 14th of the following month (May 15th – June 14th) with rent being paid on the 15th instead of the 1st. Although less common, a tenancy agreement can be set-up to start on any day of the month.

Mutual agreement

A mutual agreement is when all parties involved fully agree to the terms/obligations within the agreement. A mutual agreement generally involved benefit to all parties. For example: A tenant and landlord/owner agree to end the tenancy, both sign an N11 where the tenant is in receipt of compensation, and the landlord/owner will gain back the unit vacant on the date agreed upon.

N1

The N1 form is a notice to the tenant that a rent increase will be applied to their monthly rent. Rent increases can only be applied once every 12 months and, if the unit is protected under rent control, can only be as much as the yearly percentage guideline allows. The N1 **MUST** be issued 90 days in advance of the date the increase will take effect. The landlord may apply to the Landlord Tenant Board for an above guideline increase.

N11

The N11 form is a mutual agreement between the landlord/owner and tenant to end the tenancy on a specific date. Once the N11 is signed, both landlord/owner and tenant are expected to carry out any terms added to the N11 such as compensation.

See Appendix D – N11 Notice to end Tenancy – Pages 34 - 35

Neglecting the property (causing damage)

Damage to the unit caused by the tenant(s), occupant(s), or tenant guest's carelessness. *For example:* The tenant moves the fridge to clean underneath causing a significantly large tear in the flooring. The landlord/owner can argue that the tear could have been avoided by using proper equipment, such as a dolly, to move the fridge. In this case, the tenant may be held accountable for the damages due to negligence. The landlord/owner **CANNOT** use the N12 compensation or the LMR towards repairing damage.

Normal wear and tear

Caused by the reasonable use of the rental unit by the tenant(s), occupant(s), or tenant guest's. Many factors contribute to determining normal wear and tear such as length of tenancy, age of area/item with wear, and if the area/item was properly maintained by the responsible party. Because normal wear and tear can be a grey area, it is important that the tenant take pictures of the unit upon move-in to document the state of the unit when the tenancy began. If the landlord/owner believes the damage was caused by the willful or negligent actions of the tenant, the landlord/owner must apply for tribunal with the Landlord Tenant Board and provide proof backing up their claim. The adjudicator will make the final decision based on the evidence provided.

Occupant(s)

Includes all persons living in the rental unit but not necessarily named on the lease as a tenant.

Occupied

A rental unit is occupied when there is one or more people, named on the lease or not, living in the rental unit.

Offer to purchase

When a rental property is put up for sale there will be offers to purchase the property from potential buyers. As part of the requirements of the N12, there must be an offer of purchase being considered by the current owner before an N12 can be issued. This means that a landlord/owner **CANNOT** issue an N12 simply because they have put the rental property up for sale.

Owner

The person(s), business, or corporation that owns the rental property. Sometimes the owner is also the landlord and tenants will deal directly with them. Other times the owner has multiple properties and hires a property management company to take care of everything tenancy related on the owner's behalf. If there is a property management company taking care of the rental unit, the tenant would direct most, or all, communication to the property manager.

Purchaser

The person, business, or corporation that has bought or is buying the property. Once the sale of the property has closed the purchaser becomes the owner.

Reasonable enjoyment of the unit

Both the landlord/owner and tenant(s) have a right to the reasonable enjoyment of the rental unit. This means that both parties must make efforts to not interfere (within reason) with each other's use of and access to the rental unit. Tenant examples include (but are not limited to) allowing for inspections with 24-hour notice from the landlord/owner, keeping communication open and appropriate, reporting any damage/required repairs promptly, and upholding tenant responsibilities within RTA regulations. Landlord/owner examples include (but are not limited to) only accessing the property for necessary reasons such as maintenance and necessary inspections, following the guidelines set by the RTA regarding expectations and responsibilities, and keeping communication open and appropriate both in context and frequency.

Rent Control

Rent control means that a landlord/owner can only increase a tenant's rent by the yearly percentage guideline and the increase can only be applied once every 12 months beginning after the fixed term lease has expired and requires the landlord/owner to issue an N1 (notice of rent increase) with 90 days' notice. Rent control only applies to rental units first occupied for residential purposes before November 15, 2018.

The guideline does not apply to:

- Rental units first occupied after November 15, 2018
- Vacant residential units
- Social housing units
- Nursing homes
- Commercial properties

If your unit is not covered by rent control the landlord/owner can raise the rent as much as they choose; however, they can only do so once every 12 months beginning after the fixed term lease has expired and must follow the LTB process.

Residential Tenancies Act

The Residential Tenancies Act, otherwise known as the RTA, clearly defines the rights and responsibilities of both landlords/owners and tenants who rent residential units in Ontario.

Stage (Staging)

The act of styling a property in a way that may enhance the overall look and result in more or higher offers to purchase. If a landlord/owner decides to sell the rental property, they **CANNOT** expect the tenant to do any staging. The tenant does not have a responsibility to aid in the sale of the property.

Tenancy

The occupation of a rental unit by a tenant both during the fixed term lease and carrying over to month-to-month.

Termination date

Refers to the date the tenancy will end or terminate. Also known as the final tenancy date.

Tribunal

Tribunals are not part of the traditional court system and can resolve disputes much faster than the traditional court system. Ontario Tribunals Landlord Tenant Board members, called adjudicators, have specific knowledge about the Residential Tenancies Act and can make decisions to resolve tenancy disputes.

Unoccupied

When there is/are no tenant(s) or occupant(s) living in the rental unit.

Valid

Legally or officially acceptable.

Virtual showing

When a landlord/owner, or designated representative, provides showings either through a livestream over the internet or by sending a video. This practice became more common during the COVID-19 pandemic.

Willfully causing damage

Damage, to the property, unit, or items belonging to the landlord/owner connected to the property or unit, intentionally caused by the tenant.

Yearly percentage guideline

The allowable rent increase percentage is governed by Tribunals Ontario and the rate can change each year. The percentage guideline is the maximum amount a landlord/owner can increase the rental amount in the current year. Increases can only occur once every 12 months of a tenancy and the fixed term lease must be expired. There are some rental situations that are not protected by the percentage guideline and rent can be increased as much as the landlord/owner chooses, i.e., rental units first occupied after November 15, 2018, social housing units, nursing homes, commercial properties etc.

CONTACT Housing Services



Visit **CONTACT's** website for more information

<https://www.contactsouthsimcoe.ca/housing/>

Appendix A – N12 Form

Notice to End your Tenancy
Because the Landlord, a Purchaser or a Family Member Requires the Rental Unit
N12
(Disponible en français)

To: (Tenant's name) include all tenant names	From: (Landlord's name)
Address of the Rental Unit:	

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: / / .
dd/mm/yyyy

My Reason for Ending your Tenancy

I have shaded the circle next to my reason for ending your tenancy.

- ☐ **Reason 1:** The following person intends to move into the rental unit and occupy it for at least one year:

- | | | |
|------------------------------------|--|---|
| ☐ Me | ☐ My spouse | ☐ My child |
| ☐ My parent | ☐ My spouse's child | ☐ My spouse's parent |

Or ☐ A person who provides or will provide care services to:

- | | | |
|------------------------------------|--|---|
| ☐ Me | ☐ My spouse | ☐ My child |
| ☐ My parent | ☐ My spouse's child | ☐ My spouse's parent |

- ☐ **Reason 2:** I have signed an Agreement of Purchase and Sale of the rental unit and the following person intends to move into the rental unit:

- | | | |
|---|---|--|
| ☐ The purchaser | ☐ The purchaser's spouse | ☐ The purchaser's child |
| ☐ The purchaser's parent | ☐ The purchaser's spouse's child | ☐ The purchaser's spouse's parent |

Or ☐ A person who provides or will provide care services to:

- | | | |
|---|---|--|
| ☐ The purchaser | ☐ The purchaser's spouse | ☐ The purchaser's child |
| ☐ The purchaser's parent | ☐ The purchaser's spouse's child | ☐ The purchaser's spouse's parent |

OFFICE USE ONLY:	File Number
Delivery Method: ☐ In Person ☐ Mail ☐ Courier ☐ Email ☐ Efile ☐ Fax ☐ FL 	

v 28/07/2020

Page 1 of 2

Important Information from the Landlord and Tenant Board (LTB)	
The termination date	The termination date the landlord sets out in this notice must be at least 60 days after the landlord gives you this notice. Also, the termination date must be the last day of the rental period. For example, if you pay rent on the first of each month, the termination date must be the last day of a month. Finally, if the tenancy is for a fixed term the termination date cannot be earlier than the last day of the fixed term. For example, if you signed a one-year lease, the termination date cannot be earlier than the last day of the one-year period set out in the lease.
Tenant is entitled to compensation or another unit	The landlord must: • Pay you an amount equal to one month's rent by the termination date in this notice, or • Offer you another rental unit that is acceptable to you.
A tenant can give 10 days' notice to end the tenancy	You can terminate the tenancy sooner than the date set out in this notice as long as you give the landlord at least 10 days' notice that you intend to move out of the rental unit. You must use the Landlord and Tenant Board's Form N9 <i>Tenant's Notice to End the Tenancy</i> to give your written notice to the landlord.
What if you disagree with the notice?	You do not have to move out if you disagree with what the landlord has put in this notice. However, the landlord can apply to the LTB to evict you. The LTB will schedule a hearing where you can explain why you disagree.
What if you move out?	If you move out of the rental unit by the termination date, your tenancy ends on that date.
What if the landlord applies to the LTB?	The landlord can apply to the LTB to evict you immediately after giving you this notice. If the landlord applies to the LTB to evict you, the LTB will schedule a hearing and send you a copy of the application and the <i>Notice of Hearing</i>. The <i>Notice of Hearing</i> sets out the date, time and location of the hearing. At the hearing, the landlord will have to prove the claims they made in this <i>Notice to End your Tenancy</i> and in the application and you can respond to the claims your landlord makes. If the LTB issues an order ending your tenancy and evicting you, the order will not require you to move out any earlier than the termination date included in this notice.
How to get more information	For more information about this notice or your rights, you can contact the Landlord and Tenant Board. You can reach the LTB by phone at 416-645-8080 or 1-888-332-3234. You can visit the LTB website at tribunalsontario.ca/ltb.

[illegible]

Signature	Date (dd/mm/yyyy)
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Name	LSUC #	Company Name (if applicable)	
Mailing Address			Phone Number
Municipality (City, Town, etc.)	Province	Postal Code	Fax Number

Appendix B – N12 Instructions



Tribunals Ontario

Landlord and Tenant Board

Form N12	
	Notice to End your Tenancy Because the Landlord, a Purchaser or a Family Member Requires the Rental Unit
	Instructions

- **Section A:** When to use this notice [p. 1](#)
- **Section B:** Information about compensation [p. 1](#)
- **Section C:** How to complete this notice [p. 2](#)
- **Section D:** How to give this notice to your tenant [p. 3](#)
- **Section E:** What happens after you give this notice [p. 3](#)
- **Section F:** What to do if you have any questions [p. 4](#)

July 28, 2020

SECTION**A****When to use this notice**

You can give this notice to the tenant for either of the following reasons:

- **Reason 1:** You, a member of your immediate family or a person who provides or will provide care services to you or a member of your immediate family wants to move into the rental unit and occupy it for at least one year.
- **Reason 2:** The purchaser, a member of the purchaser's immediate family or a person who provides or will provide care services to the purchaser or a member of the purchaser's immediate family wants to move into the rental unit, and,
 - the complex contains no more than three residential units, and,
 - you have entered into an agreement of purchase and sale of the complex.

Giving this notice is the first step in evicting a tenant for the above reasons. See [Section D](#) below for information about what happens after you give this notice to your tenant.

You cannot give this notice for any of the above reasons if:

- the complex has been converted to a condominium and the tenant lived in the rental unit on the date the complex was registered as a condominium, the complex is proposed to be converted to a condominium and the tenant lived in the rental unit on the day the agreement of purchase and sale was entered into,
- the complex was severed and the tenant lived in the rental unit at the time consent to the severance was given under the *Planning Act*,
- the complex is an equity co-op (even if the landlord or the purchaser has a tenancy or occupancy agreement entitling them to occupy the rental unit), unless:
 - the building contains four or fewer residential units, or
 - the landlord or a member of their immediate family used to live on the premises.

SECTION**B****Information about compensation**

You must either pay the tenant an amount equal to one month's rent as compensation or offer the tenant another rental unit that is acceptable to them.

If you pay the tenant compensation it must be paid on or before the termination date in the notice.

SECTION

C**How to complete this notice**

Read these instructions before completing the notice. You are responsible for ensuring that your notice is correct and complete. Follow the instructions carefully when you complete the notice. If you do not complete the form properly, your notice may not be valid and you may have to start over.

Under **To**, fill in the name of the tenant to whom you want to give the notice. If there is more than one tenant living in the rental unit, fill in the names of all of the tenants. Where there is a subtenant or assignee, you should name these people in the notice. However, you do not need to name other occupants, such as children or guests of the tenant.

Under **From**, fill in your name. If there is more than one landlord, fill in the names of all of the landlords. Note: You can only give this notice if you are an individual; a corporation who owns a rental unit cannot give a notice of termination for this reason.

Under **Address of the Rental Unit**, fill in the complete address of the rental unit, including the unit number (or apartment or suite number) and the postal code.

The Termination Date

Fill in the termination date. The termination date must be at least **60 days** after the date that you give the tenant this notice. Also, the date must be on the last day of the rental period or, if the tenancy is for a fixed term, the last day of the fixed term.

Once you have given this notice to the tenant, the tenant may end the tenancy on an earlier date by giving you at least 10 days written notice.

When you are counting the days, do not include the date you are giving the notice to the tenant. If you are **faxing** the notice, it is deemed to be given on the date imprinted on the fax. If you are sending the notice **by courier**, add one business day for delivery. If you are sending the notice **by mail**, add five days for delivery.

Example:

The tenancy is month-to-month and rent is paid on the first of each month. If the landlord decides to give this notice on August 1st, and the landlord is handing the notice to the tenant, the earliest date the landlord could fill in as the termination date is September 30th (60 days from August 1st and falling on the last day of a rental period). If the landlord is mailing the notice to the tenant on August 1st, the earliest date the landlord could fill in as the termination date is October 31st (60 days from August 1st + 5 days for mailing and falling on the last day of the rental period).

My Reason for Ending your Tenancy:

Shade the circle completely next to the reason for giving the tenant this notice. Then shade the box next to the person who intends to move into the rental unit.

Signature:

If you are the landlord, shade the circle marked "Landlord". If you are the landlord's representative, shade the circle marked "Representative". Fill in your name and phone number. Then, sign the notice and fill in the date you sign the notice.

Representative's Information (if applicable):

If you are the landlord's representative, fill in your name and phone number. Then, fill in your name, company name (if applicable), and mailing address. Include your phone number and fax number, if you have one.

SECTION**D****How to give this notice to your tenant**

There are many ways that you can give this notice to your tenant. You can:

- hand it directly to the tenant or to an adult in the rental unit,
- leave it in the tenant's mailbox or where mail is ordinarily delivered,
- place it under the door of the rental unit or through a mail slot in the door,
- send it by fax to a fax machine where the tenant carries on business or to a fax machine in their home,
- send it by courier, or
- send it by mail.

You cannot give the tenant this notice by posting it on the door of the tenant's rental unit.

SECTION**E****What happens after you give this notice**

It is important that you keep a copy of the notice you give your tenant.

You can apply to the Landlord Tenant Board (LTB) for an order to terminate the tenancy immediately after giving the notice to the tenant.

To make this application, you need an [Application to End a Tenancy and Evict a Tenant](#) (Form L2). You will also need to file a copy of the [Notice to End your Tenancy at the End of the Term](#) (Form N12) you gave the tenant, and a [Certificate of Service](#) to tell the LTB when and how you gave the notice to the tenant.

You must apply no later than 30 days after the termination date you put in this notice.

The L2 and the Certificate of Service forms are available at your local LTB office, or from the LTB website at tribunalsontario.ca/ltb.

**SECTION
F****What to do if you have any questions**

You can visit the LTB website at: tribunalsontario.ca/lrb

You can call the LTB at 416-645-8080 from within the Toronto calling area, or toll-free at 1-888-332-3234 from outside Toronto, and speak to one of our Customer Service Officers.

Customer Service Officers are available Monday to Friday, except holidays, from 8:30 a.m. to 5:00 p.m. They can provide you with **information** about the *Residential Tenancies Act* and the LTB's processes; they cannot provide you with legal advice. You can also access our automated information menu at the same numbers listed above 24 hours a day, 7 days a week.

Appendix C – Innkeepers Act

If you think you are covered by the RTA, you have the right to defend against an eviction notice at the Landlord & Tenant Board.



If you think the RTA applies to you and you are being evicted, call the police. You can also call the Nipissing Community Legal Clinic for advice and assistance.



IMPORTANT NUMBERS:

Nipissing Community Legal Clinic:
(705) 476-6603

Landlord & Tenant Board:
1-888-332-3234
www.ltb.gov.on.ca

If you are locked out of your unit call:
Investigation and Enforcement Unit:
1-888-772-9277
www.miah.gov.on.ca

For more information:

Community Legal Education Ontario (CLEO)
www.cleo.on.ca/

A Guide to the Residential Tenancies Act
www.ltb.gov.on.ca/en/Key_Information/STEL02_111677.html



Nipissing Community Legal Clinic

**LIVING IN A MOTEL:
YOUR RIGHTS UNDER
THE RESIDENTIAL
TENANCIES ACT**

107 Shirreff Avenue, Suite 214
North Bay, Ontario
P1B 7K8
Tel: (705) 476-6603
Fax: (705) 476-7532
TTY: (705) 476-5370

Residential Tenancies Act (RTA)

The Residential Tenancies Act, 2006 is a law about the rights and responsibilities of landlords and tenants who rent housing. Rental housing may be a room in a motel.

Are motel rooms covered?

Motel rooms may be used in different ways. Some motel rooms may be rented by tenants who are staying for a long time. Other motel rooms may be rented by tenants who are staying for a short time.

Since motel rooms are used in different ways, some rooms may be covered under the RTA, while other rooms are not. When the Landlord & Tenant Board decides whether your room is covered under the Act, they look at how you are using your room and how long you are staying in your room.

Motel rooms are not covered if:

- A) You are using your room while you are travelling or vacationing and/or
- B) You are using your room for a short amount of time or for a season.

What does the Landlord & Tenant Board look at when deciding whether my unit is protected under the RTA?*

You May Be Covered If:	You May Not Be Covered If:
You are living in your unit on a long-term basis or there was no agreement between you and your landlord about how long you would stay in your unit.	You are living in your unit on a short-term basis or just for a season.
You are paying rent every month for an unknown amount of time.	You are paying rent nightly or weekly for a known amount of time.
You are not renting your unit by the season.	You are renting your unit by the season.
The unit is your only home.	The unit is not your only home.
Your I.D. cards such as a driver's license, health card, or status card have the motel as your home address.	Your I.D. cards such as a driver's license, health card, or status card do not have the motel as your home address.
You brought some or all of your own furnishings into your unit.	You did not bring any furnishings into your unit.
You do not have access to a common phone system.	You have access to a common phone system.
Motel services such as towels, sheets, registration desk, and registration book are not provided for you.	Motel services such as towels, sheets, registration desk, and registration book are provided for you.

* The Landlord & Tenant Board looks at many factors when they make a decision. Contact the Nipissing Community Legal Clinic for legal help.

Appendix D – N11 Agreement to End the Tenancy

Agreement to End the Tenancy N11 (Disponible en français)

Name of Tenant: include all tenant names	Name of Landlord:
Address of the Rental Unit:	

The landlord and the tenant agree that the tenancy will end on

		/			/				
--	--	---	--	--	---	--	--	--	--

 .
dd/mm/yyyy

This is the termination date. The tenant will move out of the rental unit on or before the termination date.

Important Information from the Landlord and Tenant Board

The landlord can apply to evict the tenant

After the landlord and tenant sign this agreement, the landlord can apply to the Board for an order evicting the tenant. The earliest eviction date the Board can include in its order is the termination date set out above.

The tenant must move out

The tenant must move out and remove all their personal possessions from the rental unit by the termination date set out above. If the tenant moves out by the termination date set out above, but leaves behind personal possessions, the tenant will no longer have any rights to those possessions and the landlord will be allowed to dispose of them.

The tenant can't be required to sign this agreement

A landlord cannot require the tenant to sign an *N11 Agreement to End the Tenancy* as a condition of agreeing to rent a unit. A tenant does not have to move out based on this agreement if the landlord required the tenant to sign it when the tenant agreed to rent the unit.

Exceptions: A landlord can require a tenant to sign an *N11 Agreement to End the Tenancy* as a condition of agreeing to rent a rental unit in the following two situations:

- The tenant is a student living in accommodation provided by a post-secondary institution or by a landlord who has an agreement with the post-secondary school to provide the accommodation.
- The tenant is occupying a rental unit in a care home for the purposes of receiving rehabilitative or therapeutic services, and
 - the tenant agreed to occupy the rental unit for not more than 4 years,
 - the tenancy agreement set out that the tenant can be evicted when the objectives of providing the care services have been met or will not be met, and
 - the rental unit is provided to the tenant under an agreement between the landlord and a service manager under the *Housing Services Act, 2011*.

Keep a copy of this agreement

Both the landlord and the tenant should keep a copy of this agreement for their records.

How to get more information

For more information about this notice or your rights, you can contact the Landlord and Tenant Board. You can reach the Board by phone at **416-645-8080** or **1-888-332-3234**. You can visit the Board's website at tribunalsontario.ca/lrb.

First Name

[illegible][illegible]

(				)				.			
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Signature	Date (dd/mm/yyyy)
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First Name

[illegible][illegible]

(				)			.			
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Signature	Date (dd/mm/yyyy)
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OFFICE USE ONLY: File Number

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

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