Checklist

Before you serve the attached notice to your tenant(s), make sure you can answer **YES** to each of the following questions. If not, your notice may be invalid. If you file an application to the Landlord and Tenant Board based on an invalid notice, your application may be dismissed, and you will have to start over.

☐ **Did you name each tenant who is in possession of the rental unit?**

If there is more than one tenant in possession of the rental unit, fill in the names of all the tenants on the notice. Make sure you spell each tenant's name correctly. You must give **each tenant** a copy of this notice.

☐ **Did you fill in the complete address of the rental unit?**

Be sure that you have provided the full address – be sure to also identify the correct rental unit (for example Unit 202 or Basement) and provide the municipality and postal code.

☐ **Did you fill in the correct termination date?**

The termination date depends on whether this is the 'first' or 'second' N5 Notice. A first N5 Notice is voided if the tenant corrects the problem(s) within 7 days. A second N5 Notice cannot be voided. A second N5 Notice may only be given if a first N5 Notice was given to the tenant(s) **AND** the conduct described in the second N5 Notice takes place more than 7 days but less than 6 months after the first N5 Notice was given.

- For a first N5 Notice: the termination date must be **at least 20 days** after you give the notice to the tenant(s);
- For a second N5 Notice: the termination date must be **at least 14 days** after you give the notice to the tenant(s).

When counting the days, do not include the date you are giving the notice to the tenant. If you are giving the notice to the tenant by mail or courier, you have to add extra days in calculating the termination date. Read the Instructions for this form to see how many days you have to add.

☐ **Did you choose the correct reason for ending the tenancy?**

This notice may be used for 3 different reasons. Check the box next to the reason(s) that apply.

☐ **Did you check whether the notice is voidable or not?**

Under each reason you select you **must** also identify whether the tenant(s) can void the N5 Notice or if this is a non-voidable second N5 Notice.

If this is a first N5 Notice check the box(es) that indicates the tenant(s) have 7 days to stop the activity and/or correct the problem(s) and avoid eviction.

If this is a second N5 Notice check the box(es) that indicates the tenant(s) cannot void the notice, and you can immediately apply to the LTB for an order to evict the tenant(s).

An N5 Notice cannot be both voidable and non-voidable at the same time, even for different reasons.

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☐ **Did you include enough detail to explain your reason(s)?**

Identify the behaviour, including dates, times, and facts to support the reason(s) you selected. You should be as specific as possible.

For reason 1 – Describe how the tenant(s), the tenant's guest or another occupant of the rental unit substantially interfered with another tenant's or your reasonable enjoyment of the residential complex or interfered with another lawful right, privilege or interest of the landlord or other tenants.

For reason 2 – Describe the undue physical damage to the residential complex AND how the tenant, their guest or another occupant of the rental unit negligently or wilfully caused the damage. If the date the damage was caused is not known, identify the date(s) and time(s) the damage was discovered. If this is a first N5 Notice, you must indicate the reasonable cost to repair, or, where repair is not possible, the reasonable cost to replace the damaged property.

For reason 3 – Identify how many people you believe are living in the rental unit, and the health, safety, and/or property standards law or by-law used to calculate the maximum number of people permitted. If this is a first N5 Notice you must indicate the maximum number of people allowed to live in the rental unit under the applicable law or by-law.

☐ **Did you sign and date the notice?**

If you don't, the notice may be invalid.

You should remove this checklist before you give the tenant the notice.

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

To: (Tenant's name) include all tenant names	**From: (Landlord's name)**

Address of Rental Unit:

Street Number:	Street Name:	Unit/Apt./Suite:

Municipality (City, Town, etc.):	Province: ON	Postal Code:

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(s) for Ending your Tenancy

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

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

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

◯ **You have 7 days to stop the activities or correct the behaviour described on page 2 and avoid eviction.** You will not have to move out if you correct the behaviour described on page 2 within 7 days after receiving this notice. However, if you do not correct the behaviour within 7 days, I can apply to the LTB for an order to evict you.

◯ **I can apply to the LTB immediately for an order to evict you.** This is your **second** N5 Notice to End your Tenancy in the past 6 months, and the first N5 Notice gave you 7 days to correct the problem. You cannot void this notice and I can apply to the LTB for an order to evict you.

☐ **Reason 2:** You or someone visiting or living with you has wilfully or negligently damaged the rental unit or the residential complex.

◯ **You have 7 days to correct the problem(s) described on page 2 and avoid eviction.** You will not have to move out if you correct the problem(s) within 7 days after receiving this notice. However, if you do not correct the problem(s) within 7 days, I can apply to the LTB for an order to evict you.

You can correct the problem(s) by:

- repairing the damaged property.

or

- paying me **$** _____ which is how much I estimate it will cost to repair the damaged property.

or

- replacing the damaged property, if it is not reasonable to repair it.

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or

- paying me **$** _____ which is how much I estimate it will cost to replace the damaged property if it is not reasonable to repair it.

or

- making arrangements acceptable to me to either:
  - repair or replace the damaged property, or
  - pay me what I estimate it will cost to repair or replace the damaged property.

◯ **I can apply to the LTB immediately for an order to evict you.** This is your **second** Notice to End your Tenancy in the past 6 months, and the first N5 Notice gave you 7 days to correct the problem. You cannot void this notice and I can apply to the LTB for an order to evict you.

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

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

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

◯ **I can apply to the LTB immediately for an order to evict you.** This is your **second** N5 Notice to End your Tenancy in the past 6 months, and the first N5 Notice gave you 7 days to correct the problem. You cannot void this notice and I can apply to the LTB for an order to evict you.

Details About the Reasons for this Notice

I have listed below the events that have led me to give you this notice, including the dates, times and specific details.

Date/Time	Details of the Events

Important Information from the Landlord and Tenant Board

The termination date

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

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

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

What if you agree with the notice?

If you agree with what the landlord has put in this notice, and this is your first N5 *Notice to End your Tenancy* in the past 6 months, you should correct the problem(s) described on page 2 within 7 days after receiving this notice. If you do, the landlord cannot apply to the LTB to evict you based on this notice.

The landlord can apply to the LTB to evict you if:

- you do not correct the problem(s) within 7 days, or
- this is your second N5 *Notice to End your Tenancy* in the past 6 months.

If the landlord applies to evict you, you do not have to move out. The LTB will schedule a hearing which you can attend. However, if the landlord applies to the LTB to evict you and the LTB orders eviction, you will likely have to pay the landlord's filing fee.

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 for an order 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. However, if your landlord gave you this notice because you damaged the rental unit or the residential complex, you may still owe the landlord money for the damage.

What if the landlord applies to the LTB?

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 *Notice of Hearing*. The *Notice of Hearing* 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 notice and in the application and you can respond to the claims your landlord makes.

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's website at tribunalsontario.ca/ltb.

Signature

◯ Landlord ◯ Representative

First Name:	Last Name:	Phone Number:
Signature:	Date *(dd/mm/yyyy)*:	

Representative Information (if applicable)

First Name:	Last Name:	
LSO Number (if applicable):	Company Name (if applicable):	

Mailing Address

Street Number:	Street Name:	Unit/Apt./Suite:
Municipality (City, Town, etc.):	Province:	Postal Code:
Email Address:	Phone Number:	

OFFICE USE ONLY:

File Number:

Delivery Method:

◯ In Person ◯ Mail ◯ Courier ◯ Email ◯ Service Ontario Center FL: