



Social Justice Tribunals Ontario

Providing fair and accessible dispute resolution

Landlord and Tenant Board

Form N5

Notice to End your Tenancy For Interfering with Others, Damage or Overcrowding

Instructions

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November 30, 2015

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

- **Reason 1:** The tenant, 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.

If you live in the same building as the tenant and the building has three or fewer residential units you can give the tenant a *Form N7 Notice to End your Tenancy for Causing Serious Problems in the Rental Unit or Residential Complex* instead of a *Form N5*. The *Form N7* cannot be voided and it has a shorter notice period.

- **Reason 2:** The tenant, the tenant's guest or another occupant of the rental unit wilfully or negligently damaged the rental unit or the residential complex.
 - If you are giving this notice for Reason 2 and you believe you can prove the damage was caused wilfully (in other words, the person caused the damage deliberately), you can give the tenant a *Form N7 Notice to End your Tenancy for Causing Serious Problems in the Rental Unit or Residential Complex*. The *Form N7* cannot be voided and it has a shorter notice period.
 - If you are unsure whether you can prove to the LTB that the damage was done wilfully, you should use the ***Form N5***.
- **Reason 3:** The number of people living in the rental unit is more than permitted by health, safety or property standards.

Giving this notice is the first step in evicting a tenant for the above reasons. If the tenant does not stop the activities or correct the behaviour described within **7 days** of being given the *Form N5*, then, starting on the 8th day, you can apply to the Landlord and Tenant Board (LTB) to evict the tenant. See [Section D](#) below for information about what happens after you give this notice to your tenant.

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.

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

The earliest date you can put in this field depends on whether this is the first or second Form N5 you are giving the tenant in the past 6 months.

- If this is the tenant's 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 you give the tenant this notice.
- If this is the tenant's 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 you give the tenant this 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, the notice 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 landlord is giving the tenant an N5 notice. This is the tenant's first N5 notice in the past 6 months. If the landlord decides to hand the notice to the tenant in person on November 15th, the landlord can fill in December 5th as the termination date (20 days after November 15th). If the landlord intends to put the notice in the mail on November 15th, the landlord has to add five calendar days, bringing the termination date to December 10th (20 days + 5 days for mailing).

My Reason(s) for Ending your Tenancy:

Shade the box completely next to each reason for giving the tenant this notice. Then shade the circle to indicate whether this is the first or second N5 *Notice to End your Tenancy* that you have given the tenant in the past 6 months.

If this is the first N5 Notice to End your Tenancy in the past 6 months:

Reason 1: If this is the **first** form N5 *Notice to End Your Tenancy* you are giving your tenant in the past 6 months, the tenant will have 7 days to void the notice and avoid eviction by stopping the activities or correcting the behaviour you describe on page 2 under *Details About the Reasons for this Notice*. If the tenant does not stop the activities or correct the behaviour you describe within 7 days, then, on or after

the 8th day after giving the tenant this notice, you can apply to the LTB to terminate the tenancy and evict the tenant.

Reason 2: If this is the **first** form N5 *Notice to End Your Tenancy* you are giving your tenant in the past 6 months, the tenant will have 7 days to void the notice and avoid eviction by:

- repairing the damaged property,
- paying you the estimated cost to repair the damaged property,
- replacing the damaged property if it is not reasonable to repair it or
- paying you the estimated cost to replace the damaged property.

You can correct the problem(s) by:

Fill in the amount it will cost you to repair the damaged property, or, if it is not reasonable to repair the damaged property, fill in the amount it will cost you to replace the damaged property.

If the tenant does not repair or replace the damaged property or pay you the estimated cost to repair or replace the damaged property within 7 days, then, on or after the 8th day after giving the tenant this notice, you can apply to the LTB to terminate the tenancy and evict the tenant.

Reason 3: If this is the **first** form N5 *Notice to End Your Tenancy* you are giving your tenant in the past 6 months, the tenant will have 7 days to void the notice and avoid eviction by reducing the number of people living in the rental unit to the number you have indicated on page 2 of the notice. If the tenant does not reduce the number of people living in the rental unit within 7 days, then, on or after the 8th day after giving the tenant this notice, you can apply to the LTB to terminate the tenancy and evict the tenant.

If this is the second N5 Notice to End your Tenancy in the past 6 months:

If this is the **second** form N5 *Notice to End Your Tenancy* you are giving the tenant in the past 6 months, the tenant cannot void this notice and you can apply to the LTB to terminate the tenancy and evict the tenant as soon as you have given the notice to the tenant.

Details About the Reasons for this Notice:

You must complete this section of the form whether this is the first or second notice you are giving the tenant in the last six months.

In the space provided on the form, describe what you believe the tenant, the tenant's guest or another occupant of the rental unit did that caused you to give the notice to the tenant. You should be as specific as possible. For example, include whether it was the tenant, another occupant of the rental unit or a guest of the tenant who caused the problem, the dates and times the events occurred and what happened, who was affected, etc. If you need additional space, complete and attach an additional sheet of paper.

If you are giving this notice because the number of people living in the rental unit is more than permitted by health, safety or property standards, include the name of the law or by-law that sets out the maximum number. Also include the maximum number allowed by this law. You can contact the municipality to find out if there is a by-law, and if there is, to find out how many people are allowed to live in the rental unit. If this is the first form *N5 Notice to End Your Tenancy* you are giving your tenant you must also clearly provide what the tenant must do to void the notice.

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
C

How to give this notice to your tenant

There are many ways that you can give this notice to the 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
D

What happens after you give this notice

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

If this is the tenant’s first *N5 Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding* and the tenant corrects the problem within 7 days of receiving this notice, the notice is void and you cannot apply to the LTB to evict the tenant.

If the tenant does not void this notice within 7 days after receiving it, or, if this is the tenant's second N5 *Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding*, you can apply to the LTB for an order to evict 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 For Interfering with Others, Damage or Overcrowding](#) (Form N5) 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 application and the Certificate of Service forms are available at your local LTB office, or from the LTB website at sjto.ca/ltb.

SECTION

E

What to do if you have any questions

You can visit the LTB website at: sjto.ca/ltb

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.