



Social Justice Tribunals Ontario

Providing fair and accessible dispute resolution

Landlord and Tenant Board

Form T5

Landlord gave a Notice of Termination in Bad Faith

Instructions

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When to use this application

You can use this form to apply to the Landlord and Tenant Board (LTB) to determine if the landlord gave you a Notice of Termination in bad faith. You can apply if you are a former tenant who moved out of a rental unit because the landlord gave you one of the following notices and you believe that the landlord gave the notice in bad faith:

- Form N12 *Notice to End your Tenancy Because the Landlord, a Purchaser or a Family Member Requires the Rental Unit*,
- Form N13 *Notice to End your Tenancy Because the Landlord Wants to Demolish the Rental Unit, Repair it or Convert it to Another Use*

You can also apply if:

- You received a Form N13 notice because the landlord wanted to do repairs or renovations to the rental unit; and
- You gave the landlord written notice that you wanted to move back into the unit once the work was done; and
- The landlord did not give you the right to move back into the unit after the work was done.

You must apply no later than one year after the date you vacated the rental unit.

Note: You can file this application even if you moved out as a result of an LTB order terminating your tenancy and evicting you because the landlord applied to end your tenancy based on a reason in one of these notices.

You cannot apply if you are still living in the rental unit.

How to complete this application

Read these instructions before completing the application form. You are responsible for ensuring that your application is correct and complete. Follow the instructions carefully when you complete the application form.

The information you fill in on the form will be read electronically; therefore, it is important to follow the instructions below:

- Print clearly or type and do not touch the edges of the boxes.
- If there are more boxes in a line than you need, start from the left and leave the extra boxes blank.
- Do not fill in boxes that do not apply to you (for example, if you do not have a fax number, do not fill in boxes in the space marked "Fax Number").
- If the instructions tell you to shade a box or a circle (for example, circles marked "Yes" or "No"), shade the box or circle completely.

Information about your Tenancy

In the space provided, fill in the date that you moved out of the rental unit.

PART 2: REASONS FOR YOUR APPLICATION

You are applying to the LTB because you believe the landlord gave you a notice in bad faith. Under the *Residential Tenancies Act, 2006* a *Notice to End your Tenancy* given for one of the reasons listed below, is considered to have been given in bad faith if, at the time it was given, the landlord did not intend to do what was claimed in the notice.

Shade the appropriate box to indicate which reason you are applying for. There are three reasons for making this application, so read these instructions carefully and choose only the reason that applies to your situation.

Reason 1: The landlord gave me a form N12 *Notice to End your Tenancy* claiming that either the landlord or one of the following people intended to move in to the rental unit:

- a member of the landlord's immediate family,
- a person who provides or who will provide care services to the landlord or a member of the landlord's immediate family.

The landlord's immediate family includes the landlord's child or parent, the landlord's spouse, or the spouse's child or parent.

If the landlord claimed that a person who will be providing care services was moving into the rental unit, the landlord must indicate on the Form N12 notice if it is the landlord or another member of the landlord's immediate family who will be receiving the care.

You cannot apply if the person identified in the notice moved in within a reasonable amount of time after the tenancy ended.

You must show at the hearing that, at the time you were given the notice, the landlord did not intend for the person identified in the notice to move into the rental unit.

Note: If the landlord gave you the notice of termination for Reason 1 on or after September 1, 2017, then the landlord will be presumed to have given it in bad faith if, from the time you were given the notice to one year after the date you vacated the unit, the landlord did any of the following:

- a) advertised the rental unit for rent;
- b) entered into a tenancy agreement in respect of the rental unit with someone other than you;
- c) advertised the rental unit, or the building that contains the rental unit, for sale;
- d) demolished the rental unit or the building containing the rental unit; or

- e) took any step to convert the rental unit, or the building containing the rental unit, to use for a purpose other than residential premises.

In any of these situations, the landlord will be presumed to have given the notice in bad faith unless at the hearing the landlord proves otherwise.

Reason 2: The landlord gave me a form N12 *Notice to End your Tenancy* claiming that either the purchaser or one of the following people intended to move into the rental unit:

- a member of the purchaser's immediate family,
- a person who provides or who will provide care services to the purchaser or a member of the purchaser's immediate family

The purchaser's immediate family includes the purchaser's child or parent, the purchaser's spouse, or the spouse's child or parent.

If the landlord claimed that a person who will be providing care services was moving into the rental unit, the landlord must indicate on the Form N12 notice if it is the purchaser or another member of the purchaser's immediate family who will be receiving the care.

You must show at the hearing that, at the time you were given the notice, the purchaser did not intend for the person identified in the notice to move into the rental unit.

You cannot apply if the person identified in the notice moved in within a reasonable amount of time after the tenancy ended.

Reason 3: The landlord gave me a Form N13 *Notice to End your Tenancy Because the Landlord Wants to Demolish the Rental Unit, Repair it or Convert it to Another Use*.

You must show at the hearing that, at the time you were given the notice, the landlord did not intend to do the work.

You cannot apply if the landlord did the work within a reasonable amount of time.

Reason 4: The landlord gave me a Form N13 *Notice to End your Tenancy* because the landlord wanted to do repairs or renovations to the rental unit. I gave the landlord notice in writing that I wanted to move back in once the work was done. The landlord did not give me the right to move back into the rental unit when the work was done.

At the hearing you will have to prove the circumstances that led you to file the application for this reason.

Explaining Your Reasons

For Reasons 1, 2 and 3, describe the events that led you to believe that, at the time the landlord gave you the notice, the landlord did not intend to do what they claimed on the notice. These events may have happened while you were still living in the rental unit or after you moved out.

When you describe these events, you should include the dates and times that these events occurred, if you know them.

Provide the names and titles (such as superintendent) of all the people involved.

For Reason 4, explain the events that led you to file this application.

PART 3: REMEDIES

There are five different remedies which the LTB can grant in an order for an application about a notice given in bad faith. If the LTB issues an order in your favour, it may decide to order a different remedy or remedies than you request.

The most the LTB can order based on your claim is \$25,000. If you believe the landlord owes you more than \$25,000, and you want to collect the full amount, you should apply to court and not to the LTB. Once the LTB issues an order based on your application, you no longer have any claim to amounts greater than \$25,000 from your landlord.

Shade the appropriate box(es) for the remedy(ies) you want the LTB to include in its order.

Remedy 1: The landlord must pay me a rent abatement.

The LTB can order the landlord to pay you a rent abatement for all or some of the rent that you previously paid to your landlord.

If you choose this remedy, you must fill in the dollar amount of the abatement you want the LTB to order. You must also fill in the amount of rent that you were paying when you lived in the rental unit, and how often you paid it (for example, by the month or the week). In the box provided, explain in detail how you determined the amount that you are asking for. Attach additional sheets if necessary.

Remedy 2: The landlord must pay a fine to the LTB.

The LTB can order the landlord to pay an administrative fine to the LTB. The fine cannot exceed \$25,000 or the monetary jurisdiction of the Small Claims Court in the area in which the complex is located, whichever is greater.

Remedy 3: My new rental unit has a higher rent. The landlord must pay me the difference in rent between my old rental unit and my new rental unit for one year from the date I moved out.

If the LTB determines that you moved out of the rental unit because of the *Notice to End the Tenancy* that the landlord gave you, the LTB can order the landlord to pay you any portion of the rent increase that you have paid or will pay for a one year period after the date you moved out of the rental unit.

Determine how much higher your current rent is per rental period than your rent was at your previous rental unit (the rental unit which is the subject of this application). Include this amount in the space provided. Calculate the difference between your current rent and your previous rent for a period of one year. Include this amount in the space provided (this is the total amount the landlord owes you). For example, if you pay rent monthly, you would calculate the total amount the landlord owes you as follows: [current monthly rent - previous monthly rent] x 12 months.

Remedy 4: The landlord must pay me for my moving and storage expenses.

If the LTB determines that you moved out of the rental unit because of the *Notice to End the Tenancy* that the landlord gave you, the LTB can order the landlord to pay you the reasonable out-of-pocket costs (actual costs you paid to third parties) that you paid or will pay for moving, storing your personal belongings, and other similar expenses.

Calculate your total expenses or expected expenses as a result of having to move. Indicate the total amount in the space provided, and explain how you calculated this amount in the box below. Attach additional sheets if necessary.

Remedy 5: I want the LTB to order other remedies.

The LTB can make any other order that it considers appropriate.

If you want the LTB to issue an order which provides for remedies that are not reflected in remedies 1 through 4, explain in detail what order you would like the LTB to make in the space provided. Attach additional sheets if necessary.

PART 4: SIGNATURE

If you are the tenant, shade either the circle marked "Tenant 1" or "Tenant 2", depending on whether you filled in your name under "Tenant 1" or "Tenant 2" on page 1 of the form. Then, sign the application form and fill in the date.

If you are the tenant's representative, shade the circle marked "Tenant's Representative". Then, sign the application form and fill in the date.

REQUEST FOR ACCOMMODATION OR FRENCH-LANGUAGE SERVICES

The LTB wants to ensure that everyone who uses its services can ask for and receive accommodation and/or French Language services in order to be able to participate in its proceedings on an equal basis.

Shade the appropriate box or boxes on the form to indicate whether you need accommodation under the Ontario *Human Rights Code*, French-language services or both. The LTB will not include a copy of this form when we give the other parties a copy of the application form. However, the information will be included in your application file. The file may be viewed by other parties to the application.

If you require accommodation under the *Human Rights Code*, explain what services you need in the space provided.

PAYMENT AND SCHEDULING INFORMATION FORM

Complete this form to provide the LTB with the information required to process your application. Your application will not be accepted if you do not pay the application fee at the time you file the application. If you owe money to the LTB as a result of failing to pay a fee or any fine or costs set out in an order, your application may be refused or discontinued.

You may request a fee waiver if you meet the financial eligibility requirements set out by the LTB. You will need to complete the *Fee Waiver Form* which is available from the LTB website at sijo.ca/ltb. For more information about fee waivers and the eligibility criteria, go to the fee waiver rules and practice direction on the Rules of Practice page of LTB website.

Part 1: Payment Method

Shade the appropriate box to show whether you are paying by cash, debit card, money order, certified cheque, Visa or MasterCard. You cannot pay by cash or debit card if you are filing your application by fax or mail. If you are paying by credit card, include the cardholder's name and signature, the card number and expiry date. The information you fill in on this part of the form is confidential. It will be used to process your application, but will not be placed on the application file.

Part 2: Information Required to Schedule the Hearing

The LTB will normally schedule your hearing between 3 weeks and 6 weeks after the date you file your application. The LTB will schedule your hearing on the first available hearing date within this 3 week period. If there are any dates that you are not available during this 3 week period, list them here. The LTB will not schedule your hearing on the date(s) you indicate you are not available and will schedule your hearing on the next available hearing date. **The LTB will not contact you to schedule a hearing.**

What to include when you file your application

To file this application, you must include the following:

- The completed T5 application form,
- The application fee (listed on the cover page of the application).

Your application will be refused if you do not pay the application fee.

How to file your application

You can file your application in one of the following ways:

1. In Person at the nearest LTB office.

To find a list of LTB [office locations](#) visit the LTB website at [sjto.ca/ltb](#). You can also call the LTB at 416-645-8080 or 1-888-332-3234 (toll-free).

If you file your application in person at an LTB office, you can pay the application fee by cash, debit card, certified cheque, money order, Visa or MasterCard.

2. By Mail

Mail your T5 application to the nearest LTB office.

To find a list of LTB [office locations](#) visit the LTB website at [sjto.ca/ltb](#). You can also call the LTB at 416-645-8080 or 1-888-332-3234 (toll-free).

If you mail your application, you can pay the application fee by certified cheque or money order, Visa or MasterCard.

3. By Fax

You can fax your application to the nearest LTB office.

To find a list of LTB [office fax numbers](#) visit the LTB website at [sjto.ca/ltb](#). You can also call the LTB at 416-645-8080 or 1-888-332-3234 (toll-free).

If you fax your application you can pay the application fee by Visa or MasterCard.

Certified cheques and money orders must be made payable to the *Minister of Finance*.

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.