

## How can I end my tenancy? What's the proper way to give notice?

### The N9

The proper form is the N9, a tenant's notice to terminate the tenancy. For most tenancies, you must give minimum 60 days' notice and the date you are moving. The 60 days is between the date you signed the N9 and the date you listed as your termination date. You do not need to say why you are moving. **If you do not move out on the date you listed, your landlord can go to the LTB for an eviction order without any notice to you.**

If you still have a lease or an agreement for a fixed term, you must end your tenancy on the last day of that agreement. If you are month to month or weekly, then you must choose the last day of a rental period as the termination date. Usually, this is the day before the rent is due.

Make sure you keep a copy of your notice. If possible, email or fax the notice to your landlord so you have record of it being sent. You can also mail it or hand deliver it to your landlord or one of their agents (such as a legal representative or a superintendent).

### The N11

If you want move earlier than 60 days' notice, or before your lease is up, you could see if your landlord is willing to sign an N11 which is an agreement to terminate the tenancy. Because the N11 is an agreement, it doesn't have to be 60 days. Be sure you are moving before you sign! If you do not move out on the agreed upon date, your landlord can go to the Landlord and Tenant Board (LTB) for an eviction order without having to notify you.

For more information, please see:

<https://www.cleo.on.ca/en/publications/moving/giving-notice-your-landlord>

Both the N11 and the N9 can be found on the official LTB website here:

<https://tribunalsontario.ca/ltb/forms/>

**The Residential Tenancies Act:** <https://www.ontario.ca/laws/statute/06r17>

**Guide to the Residential Tenancies Act:**

[https://tribunalsontario.ca/documents/ltb/Brochures/Guide%20to%20RTA%20\(English\)\\_dec2020.pdf](https://tribunalsontario.ca/documents/ltb/Brochures/Guide%20to%20RTA%20(English)_dec2020.pdf)

## What if I want to move out before my lease ends?

You can still move out but the concern is you may be liable to pay rent if your landlord is unable to find someone else to rent the unit. To avoid this, most tenants can either sublet or assign the apartment to someone else. Your landlord has to agree to this but can reject a specific subletter or assignee, as long as they are reasonable about it.

## How do I sublet or assign my apartment? What does that mean?

Subletting and assignment are different. Subletting means you're planning to move back in—the person living there instead of you is only doing so temporarily. An assignment means the person moving into your unit is taking over your agreement.

If your landlord refuses to let you assign or does not reply with 7 days of your request for it, you can end your tenancy early by giving them an N9. You must give your landlord the N9 at maximum 30 days after you made your request and you must give your landlord at least 30 days' notice. If your tenancy is daily or weekly, you only need give at least 28 days' notice.

If your landlord agrees to the assignment, you can find a new tenant but your landlord has to approve—they have a right to refuse the person but cannot be unreasonable about it. Your landlord can also charge you any costs relating to the assignment such as running a credit check on the proposed new tenant, but cannot charge more than the actual costs of doing so. Again, if your landlord does not reply within 7 days of your request to assign your unit to a specific person, you can end your tenancy early with the N9.

If you think your landlord is being unreasonable, you can ask the LTB to authorize the assignment, end your tenancy, or order the landlord to pay you a rent rebate. You can do so by submitting an A2, an application about a sublet or an assignment. It can be found here: <https://tribunalsontario.ca/lrb/forms/>

For more information on assignment and subletting, please see:

[http://www.acto.ca/~actoca/assets/files/docs/TipSheet\\_Assignment%26Subletting\\_0107.pdf](http://www.acto.ca/~actoca/assets/files/docs/TipSheet_Assignment%26Subletting_0107.pdf)

<https://stepstojustice.ca/steps/housing-law/assign-new-tenant/>

## Other Ways to End Your Tenancy

### Landlord didn't use the Standard Lease Form

For most tenancy agreements done on or after April 30<sup>th</sup>, 2018, the landlord must use Ontario's standard lease form. If your agreement is not on this form, then in writing, you can demand the landlord give you a signed copy of it.

If the landlord does not do this within 21 days of your demand, you can give notice to end your tenancy even if it is for a fixed term.

If the landlord does give you the standard lease, you may still choose not to enter into the tenancy agreement. You can instead give notice to your landlord to end your tenancy. However, you must provide the notice to your landlord at maximum 30 days after you receive the lease from your landlord. In either situation, you must still provide your landlord with a 60 days written notice to terminate before the last day of a rental period.

### As a Remedy in an Application against your Landlord

Ending your tenancy early is a remedy you can apply for in most of the LTB applications you can bring against your landlord where your landlord:

- is not maintaining the rental property
- unlawfully enters the rental unit
- alters the locking system without giving you replacement keys
- withholds or deliberately interferes with a vital service
- interferes with your reasonable enjoyment of the rental property
- harasses you
- unreasonably withholds consent to assign or sublet the rental unit

You will have to prove to the LTB during your hearing that your landlord didn't meet their obligations under the *Residential Tenancies Act* and demonstrate ending your tenancy is reasonable under the circumstances.

## Sexual or Domestic Violence

If you or a child living with you is experiencing sexual or domestic violence, you can end your tenancy with 28 days' notice if you believe remaining in the unit will lead to harm for either of you. The tenancy will continue for any other tenants on the lease not signing the notice alongside you.

There are two documents to give your landlord for this notice:

1. Tenant's Notice to End my Tenancy Because of Fear of Sexual or Domestic Violence and Abuse (N15)
2. Tenant's Statement about Sexual or Domestic Violence and Abuse

**OR**

A copy of a court order (such as a restraining order or a peace bond).

The landlord cannot let other people know about the documents or the information in them, though they may be required to share it with investigators, such as police, if required.

These forms are available here: <https://tribunalsontario.ca/lrb/forms/>

For more information on ending your tenancy, please see:

[https://tribunalsontario.ca/documents/lrb/Brochures/How%20a%20Tenant%20Can%20End%20Their%20Tenancy%20\(EN\).html](https://tribunalsontario.ca/documents/lrb/Brochures/How%20a%20Tenant%20Can%20End%20Their%20Tenancy%20(EN).html)

<https://www.cleo.on.ca/en/publications/moving/legal-ways-move-out-early>