



# LANDLORD APPLICATIONS AND THE LTB

COMMUNITY AND LEGAL AID SERVICES PROGRAM (CLASP)

NOVEMBER 13, 2025

# DISCLAIMER



- The information provided during this presentation is for general information purposes only and should not be considered legal advice.
- If someone needs legal advice, please contact a local legal clinic.
- “LAO Clinic Finder” → search by address.
- <https://www.legalaid.on.ca/legal-clinics/>

# IMPORTANT TO NOTE

## **This presentation only applies to tenancies covered by the Residential Tenancies Act (RTA)**

- The RTA sets out rights and responsibilities of most residential landlords/tenants in Ontario
- Some living arrangements are not covered by the RTA, for example:
  - Share kitchen or bathroom with landlord / landlord's immediate family from beginning of tenancy
  - Co-operative housing, except for eviction matters

# CLASP

## Legal clinic assisting low-income individuals in Toronto

### Administrative

- Landlord and Tenant Board matters
- Social Assistance Appeals
- Academic Honesty matters

### Immigration

- Humanitarian and Compassionate Grounds (H&C) Applications
- Refugee claims and appeals

### Criminal

- Certain types of criminal charges
- Toronto Police Service (TPS) Fingerprint Destruction Appeals
- Record Suspensions



An illustration featuring five dark blue silhouettes of people (three women and two men) standing behind a large white rectangular sign. The sign is held up by their hands. The background is a light blue, rounded shape with stylized leaf patterns on the left and right sides. The overall style is clean and modern.

# RENT INCREASES

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N1, N10

# RENT INCREASE REQUIREMENTS

## **NI** – Notice of Rent Increase

- Landlords can raise rent once every 12 months with 90 days written notice\*

For most units, Ontario has a rent increase guideline:

- 2.5% for 2025
- 2.1% for 2026

If a tenant has paid an illegal rent increase, they can file a **TI** *Application for a Rebate of Money the Landlord Owes*.

**Note:** The guideline **does not apply** to co-operative housing, subsidized housing, or any unit first occupied after November 15, 2018.

\*N2 - Notice of Rent Increase is used if a unit is partially exempt, but NI is the common one

# N10 - AGREEMENT TO INCREASE THE RENT ABOVE THE GUIDELINE

- When landlord and tenants agree to a rent increase above the annual set guideline.

## Considerations:

- Rent can be increased if 12 months have passed since date of tenant moved in or previous rent increase
- Rent increase cannot be more than the rent increase guideline plus 3%

**Agreement to Increase the Rent Above the Guideline  
N10**  
(Disponible en français)

Read the instructions carefully before completing this form.

<b>Tenant's name and address:</b>	<b>Landlord's name and address:</b>
<b>Address of the Rental Unit:</b>	

**Your New Rent**

The landlord and tenant agree that on , the total rent for the unit will increase to \$  per  (month, week, etc.).

The law allows a landlord and tenant to agree to a rent increase that is more than the rent increase guideline if the landlord:

- has done (or will do) capital work; or
- has provided (or will provide) a new or additional service.

The rent increase cannot be more than the rent increase guideline plus 3%.

**Details of the Work or New or Additional Service**

Provide details of the work or new or additional service. Also include the date the work was (or will be) completed or the service provided.

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**TERMINATION DATES**

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**WHAT ARE THEY?**



## TERMINATION DATES

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## WHAT TO DO

- The earliest a landlord can ask a tenant to leave.
- For most Notices, the landlord can file an LTB application after giving the form, **unless**:
  - **N4** – allow current tenant to pay off rental arrears
  - **N5** – to allow the tenant to correct issues:
    - If it is the first one
    - It does not apply to a second N5 given within 6 months of the first one

### **Receive Notice Form** (e.g. N7)

- Review the stated reason and requested date for eviction
- May receive in person, put under the door, via mailbox, fax, etc

### **Wait for Application to LTB**

- Landlord must apply to the LTB.

### **Prepare for Hearing**

- Gather evidence (texts, receipts, etc) to explain situation.

The image features five dark blue silhouettes of people standing behind a large white rectangular sign. The silhouettes are arranged in a line, with their heads and shoulders visible above the sign. The background is a light blue, rounded shape. At the bottom, the legs and feet of the silhouettes are visible, suggesting they are standing on a surface. There are also some light blue leaf-like shapes on the left and right sides of the sign.

# NOTICES OF TERMINATION

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**RENT – N4, N8**

# N4 – NOTICE TO END TENANCY EARLY FOR NON-PAYMENT OF RENT

- Used if rent is missed or partially paid on rent due date
- **Not** an eviction order
  - If tenant pays in full by the termination date, the N4 becomes **void**

\*\*\*If keep paying rent late, the landlord may serve an **L1** or **N8**.

\*\*\*If the tenant moves out by the termination date, they **still owe their landlord money**.

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**Note:** Unless specified, rent paid can be put towards arrears. For example, a tenant may think they have paid the rent for this month. However, if there are arrears, that amount can put to the balance owing and therefore, still owe the rent for this month.

# N8 - NOTICE TO END YOUR TENANCY AT THE END OF THE TERM

- Mainly used when there is **persistent late payment** of rent.
- For example, when rent is due on the 1<sup>st</sup> but:
  - a tenant regularly pays rent on the 1<sup>st</sup> and the 15<sup>th</sup> of the month
  - a tenant regularly pays it in installments throughout the month or pay it a month late

\*\* If rent is regularly late and there are arrears, landlords may file **both** an **N4** and an **N8**.



The image features five dark blue silhouettes of people standing behind a large white rectangular sign. The silhouettes are arranged in a line, with their heads and shoulders visible above the sign. The background is a light blue, wavy shape. At the bottom, the legs and feet of the silhouettes are visible, suggesting they are standing on a surface. There are also some faint, stylized leaf patterns on the left and right sides of the sign.

# NOTICES OF TERMINATION

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“AT FAULT EVICTIONS” – N5, N6, N7

## N5 – NOTICE TO END YOUR TENANCY FOR INTERFERING WITH OTHERS, DAMAGE OR OVERCROWDING

- **Substantial interference** with reasonable enjoyment
- **Wilful** or **negligent damage** to the unit
- **Overcrowding** in the unit

**Void** it within seven days of receiving first N5:

- **Interference** → stop the activities or correct the behavior
- **Damage** → repair the damage or pay the landlord costs
- **Overcrowding** → reduce number to permitted amount



**Note:** If this is the second time a tenant received a N5 in the past 6 months, cannot void.

# N6 – NOTICE TO END YOUR TENANCY FOR ILLEGAL ACTS OR MISREPRESENTING INCOME

- **Illegal** act involving illegal **drugs**
- **Illegal act** or running an illegal business.
- **Misrepresenting income** while living in RGI Housing.

## Key Considerations

- Tenant **cannot void** it by correcting the action.
- The landlord can **immediately** apply to LTB for eviction (L2 form).
- The landlord can file a L9 form to collect rent owed.



Tribunals Ontario  
Landlord and Tenant Board

Application to End a Tenancy and Evict a Tenant  
or Collect Money  
**FORM L2**  
(Disponible en français)

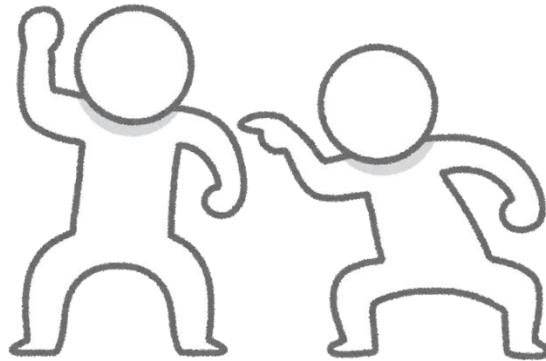
### Important Information for Landlords

Use Form L2 to apply for an order to:

- **end a tenancy** and **evict a tenant** after you give the tenant one of the following *Notices to End your Tenancy*: **N5, N6, N7, N8, N12** or **N13**.
- **end a tenancy** and **evict a tenant** because the tenant abandoned the rental unit, or because the tenant is a superintendent whose employment ended,
- **collect money** you believe the tenant owes you for:
  - remaining in the rental unit after the termination date,
  - NSF cheques the tenant gave you,
  - damaging the rental unit,
  - unpaid utility bills,
  - costs that you incurred because the tenant or someone else visiting or living in the rental unit substantially interfered with your reasonable enjoyment or lawful right, privilege or interest,
  - misrepresenting income in social housing.

## N7 – NOTICE TO END YOUR TENANCY FOR CAUSING SERIOUS PROBLEMS IN THE RENTAL UNIT OR RESIDENTIAL COMPLEX

- Landlord may give this notice to a tenant for 4 reasons:
  - **Unsafe Behavior**
  - **Wilful Damage** to the Rental Unit or Complex
  - **Improper use** of unit that could have **serious damage**
  - **Substantial interference with reasonable enjoyment**



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# NOTICES OF TERMINATION

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**“NO FAULT EVICTIONS” – N12, N13**

# N12 – NOTICE TO END YOUR TENANCY BECAUSE THE LANDLORD, A PURCHASER OR A FAMILY MEMBER REQUIRES THE RENTAL UNIT

- The landlord/eligible family member must intend to **reside** in the **unit** for **at least 1 year**.
- If a tenant leaves, they are entitled to **compensation** (landlord pays equal to one month's rent) **OR another unit** acceptable to the tenant.
- If a tenant **disagrees** with the notice, they can dispute the eviction by staying in the unit – but the landlord can apply for eviction with an L2 form.



# N13 – NOTICE TO END YOUR TENANCY BECAUSE THE LANDLORD WANTS TO DEMOLISH THE RENTAL UNIT, REPAIR IT OR CONVERT IT TO ANOTHER USE

- If a landlord plans to **demolish** the rental unit/complex, **convert** it to non-residential use, or **extensively repair or renovate it** – with min. 120 day notice.
- A tenant does not need to vacate unit immediately after receiving notice.

## Compensation?

- **Demolition** or conversion to non-residential use → 1-3 months' rent or rental unit.
- **Extensive renovations** → 1-3 months' rent or rental unit (if not moving back), or 1 months' rent or rent for repair period (if moving back).
- If **Order** to demolish or repair rental unit under law → not need to pay compensation.

Toronto's new renoviction bylaw: [Information for Tenants – City of Toronto](#)

An illustration featuring five dark blue silhouettes of people standing behind a large white rectangular sign. The sign is held up by the people, and the text 'LANDLORD APPLICATIONS' is printed on it in a bold, dark blue, sans-serif font. The background consists of a light blue, rounded shape with stylized leaf patterns on the left and right sides. The overall style is clean and modern.

# LANDLORD APPLICATIONS

# COMMON LANDLORD APPLICATIONS

**The main applications connected to the Notices that we have discussed are:**

- L1 – to evict and collect arrears
- L2 – to evict for reasons based on N5, N6, N7, N8, N12, N13
- L5 – to apply for an AGI; must give N1 stating will be seeking this

**Other common applications to end a tenancy:**

- L3 – where the tenant gave notice or agreed to terminate, including if they have not moved by the given date
- L4 – where the the tenant did meet conditions of a settlement or order

**Common non-eviction applications:**

- L9 – to collect rent owed (but not seeking an eviction)
- L10 – to collect rent owed by a former tenant



## L4 – BREACH OF CONDITIONS

- If there is an L1 or L2 application,
  - the LTB has the power to refuse eviction based on several factors, or
  - the landlord and tenant can come to an agreement.
- When eviction is voided based on conditions, a **s.78 clause will often be included.**
- S. 78 allows the landlord to apply for eviction **without giving a new notice or filing a new L1/L2**, if the tenant later fails to meet those conditions after the order.
- In these cases, **eviction is avoided, only** as long as the **conditions are followed.**

## L4 – CONDITIONS

Commonly, the **conditions** connect to:

- a payment plan for arrears,
- to pay rent on time and in full,
- to stop the concerning conduct/behaviour,
- to comply with pest control treatments,
- to declutter (in cases of hoarding or fire safety issues).
- If conditions are breached, the landlord can file an **L4** (often without notice to the tenant)
- The tenant can file a **Motion to Set Aside**.

# L5 – APPLICATION FOR AN ABOVE GUIDELINE INCREASE

- Used when the rent increase guideline applies but landlord wants to increase the rent more than the limit
- Approved only in particular situations:
  1. Extraordinary increase in municipal taxes,
  2. Increase in operating costs for security services for the residential complex, and/or
  3. Capital expenditure work done in the complex.
- Tenants receive 90 days' notice (NI form or similar) that L5 was submitted.



Tribunals Ontario  
Landlord and Tenant Board

Application for a Rent Increase Above the Guideline  
FORM L5  
(Disponible en français)

## PART 2: REASONS FOR YOUR APPLICATION

Shade the box completely next to each reason on which you are basing this application.

**I am applying for a rent increase above the guideline because:**

- Reason 1:** The municipal taxes and charges for the residential complex increased by an "extraordinary" amount,
- Reason 2:** Operating costs for security services for the residential complex have been experienced for the first time or have increased,
- Reason 3:** Capital expenditure work was done in the residential complex.

## Units included in the application

What is the total number of rental units in the complex?

How many rental units are covered by the application?

## PART 3: OUTSTANDING ELEVATOR WORK

Answer the following questions.

Has a work order been issued that relates to one or more elevators in the residential complex?

Yes  No

If yes, has the work been completed?

Yes  No

Has an order been made under section 21 of the *Technical Standards and Safety Act, 2000* relating to elevators?

Yes  No

If yes, has the work been completed?

Yes  No

Has the LTB issued an order requiring you to do specified repairs or replacements to one or more elevators?

Yes  No

If yes, has the work been completed?

Yes  No

If you indicated that any of the work has not been completed, you must complete a "Summary of Outstanding Elevator Work" and attach it to your application.

# L9 AND L10

## **L9 – Application to Collect Rent the Tenant Owes**

Landlord uses to collect overdue rent, while the tenant is still residing in the unit.

Allows the landlord to get an order for arrears but not eviction.

## **L10 – Application to Collect Money a Former Tenant Owes**

Landlord uses to collect rent or unpaid costs from a tenant that moved out of the unit.

Must be filed within one year of them leaving.

# MOTION TO VOID AN EVICTION ORDER FOR RENTAL ARREARS

- The tenant may still have an opportunity to pay off all the arrears before eviction by filing a Motion to Void an Eviction Order for Arrears of Rent.
- The tenant can file this motion if they have:
  - paid all the money owing **before** landlord files with the Sheriff's office,
  - or**
  - paid all the money owing but some or all payment(s) were made **after** landlord could file the eviction order with the Sheriff
- **NOTE:** A tenant can only use this second option **once in the tenancy.**



## MOTION TO SET ASIDE

Request to set aside LTB's ex parte order with "Motion to Set Aside an Ex Parte Order" form **within 10 days of the order issued date.**

If request is late, file "Request to Extend Deadline" and this Motion form too.

**Eviction order is "stayed"** until LTB member makes decision at hearing.

If **order not set aside** → landlord can file for Sheriff to evict the tenant(s).

If **order set aside** → LTB member provides new order.

# IMPORTANT TOOL: SECTION 82

- If a landlord has filed an **application for rental arrears**, tenants can rely on s.82 to **raise any outstanding issues that could have been part of an LTB tenant application.**
- Examples of issues that can be raised under section 82:
  - landlord did not complete repairs a tenant asked for
  - landlord has harassed the tenant
  - landlord has collected an illegal deposit or illegal rent from the tenant



An illustration featuring five dark blue silhouettes of people (three women and two men) standing behind a large white rectangular sign. The sign is held up by their hands. Below the sign, the lower legs and feet of the same five people are visible, suggesting they are standing. The background is a light blue, rounded shape with stylized leaf patterns on the left and right sides. The text 'LTB HEARINGS' is centered on the white sign in a bold, dark blue, sans-serif font.

**LTB HEARINGS**

# LTB HEARINGS – WHAT TO KNOW



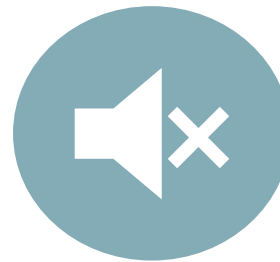
Most hearings are virtual  
(video or phone)



If lack internet or equipment,  
can join in a public access  
terminal - contact LTB



Sign in early and stay online  
the entire session



Keep microphone muted  
until called on

# LTB HEARINGS - WHAT TO EXPECT

## Before the Hearing

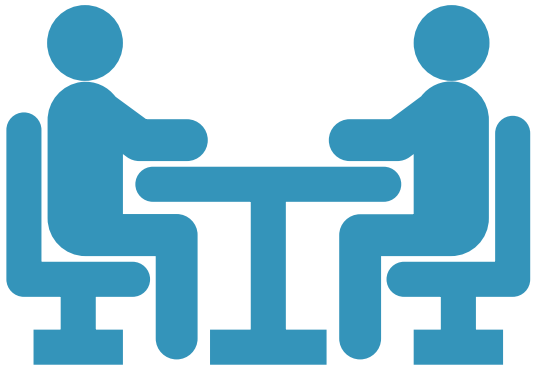
- Notice of Hearing
- Can request accommodations (ex. Disability, scheduling) and an interpreter in advance
- Have all documents and evidence organized and easy to navigate

## At the Hearing

- Member runs the hearing and asks questions to both sides (oral hearing)
- Parties may be asked how each document supports their case
- Each party presents their evidence and may call witnesses



# MEDIATION



- **Mediation** → A more informal process where a mediator helps both parties resolve issues.
- Come prepared (know the facts of situation, goals, and possible resolutions).
- Mediation is voluntary, and parties do not have to reach an agreement.

# LTB HEARINGS - WHAT TO EXPECT



## **Who is present?**

- An LTB member
- Applicant, respondent and their representatives (if applicable)
- If applicable – Tenant Duty Counsel

## **Hearing Formats**

- Video Conference.
- Telephone Hearing.
- Written Hearing.
- If no access to phone or zoom, contact LTB
- <https://tribunalsontario.ca/en/supports-and-services/request-an-accommodation/>

# REVIEW REQUESTS

## Filing Requirements

- Must be filed within 30 days of the order
- If late, include a Request to Extend Time form
- Tenant can ask LTB to “stay” the order so it cannot be enforced while review is pending



An illustration featuring five dark blue silhouettes of people standing behind a large white rectangular sign. The sign is held up by the people, and the word "RESOURCES" is printed in a bold, dark blue, sans-serif font in the center of the sign. The background is a light blue, rounded shape. At the bottom, the lower legs and feet of the five people are visible, showing they are standing on a light blue surface. There are also some light blue leaf-like shapes on the left and right sides of the sign.

**RESOURCES**

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# RESOURCES

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**Rental Housing  
Enforcement Unit  
(RHEU) - 1-888-772-  
9277**

Independent body that can assist with serious violations of the RTA, including illegal lockouts

Investigates complaints, enforces rental laws, and provides education to landlords and tenants

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**Tenant Duty Counsel  
(TDC) -**

<https://www.acto.ca/for-tenants/tenant-duty-counsel/>

Can provide free legal advice or assistance to tenants before their hearings

Sometimes available day of the hearing → Recommend signing up beforehand

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**Above Guideline  
Increase Applications**

[Above guideline rent increases - Federation of Metro Tenants' Associations](#)

[AGI tip sheet \(ACTO\).docx](#)

[Canadian Centre for Housing Rights](#)

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# LTB FORMS, DIRECTIONS, AND GUIDELINES

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**LTB Forms:**

<https://tribunalsontario.ca/ltb/forms-filing-and-fees/#panel1>

**LTB Rules, Practice Directions and Guidelines:**

<https://tribunalsontario.ca/ltb/law-rules-and-decisions/#pds>

**LTB Request Accommodation**

<https://tribunalsontario.ca/en/supports-and-services/request-an-accommodation/>

**Note:** These can be useful for understanding the LTB's processes and expectations



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# CONTACT INFORMATION

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Phone: 416 736 5029

Email: [claspinfo@osgoode.yorku.ca](mailto:claspinfo@osgoode.yorku.ca)

<https://www.yorku.ca/osgoode/clasp/>



The image features five dark blue silhouettes of people standing behind a large white rectangular sign. The sign is held up by the individuals, and the text "ANY QUESTIONS?" is printed on it in a bold, dark blue, sans-serif font. The background is a light blue, rounded shape. At the bottom, the lower legs and feet of the five people are visible, along with some stylized leaf patterns on the left and right sides.

**ANY QUESTIONS?**