

Notice to End your Tenancy
Because the Landlord Wants to Demolish the Rental Unit, Repair it or Convert it to Another Use
N13
 (Disponible en français)

To: (Tenant's name) include all tenant names	From: (Landlord's name)
Address of the Rental Unit:	

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 for Ending your Tenancy

I have shaded the circle next to my reason for ending your tenancy.

- Reason 1:** I intend to demolish the rental unit or the residential complex.
- Reason 2:** I require the rental unit to be vacant in order to do repairs or renovations so extensive that I am required to get a building permit and the rental unit must be vacant to do the work.
Note: You have the right to move back into the rental unit once I have completed the repairs or renovations. If you want to move back in once the work is done, you must give me written notice telling me you want to move back in. Also, you must keep me informed in writing any time your address changes.
- Reason 3:** I intend to convert the rental unit or the residential complex to a non-residential use.

Details About the Work I Plan to do

I have described below the work I plan to do for the reason shown above, including specific details about how I will carry out the work.

Work planned	Details of the Work

Necessary permits

I have shaded the circle to indicate whether I have obtained any necessary building permits.

- I have obtained the necessary building permits or other authorization to convert, demolish or repair the rental unit.
- I will obtain the necessary building permits or other authorization to convert demolish or repair the rental unit.
- No permits or other authorization are necessary in this case to convert the rental unit or demolish it.

Important Information from the Landlord and Tenant Board (LTB)

The termination date

The termination date the landlord sets out in this notice must be at least **120 days** after the landlord gives you the notice. **Exception:** If you live in a mobile home park or land lease community and you own the mobile home or land lease home, the termination date must be at least **1 year** after the landlord gave you this notice.

Also, the termination date must be the last day of the rental period. For example, if you pay rent on the first of each month, the termination date must be the last day of a month.

Finally, if the tenancy is for a fixed term the termination date cannot be earlier than the last day of the fixed term. For example, if you signed a one-year lease, the termination date cannot be earlier than the last day of the one-year period set out in the lease.

A tenant can give 10 days' notice to end the tenancy

You can terminate the tenancy sooner than the date set out in this notice as long as you give the landlord at least **10 days'** notice in writing that you intend to move out of the rental unit. You must use the Landlord and Tenant Board's Form N9 *Tenant's Notice to End the Tenancy* to give your written notice to the landlord.

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 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.

What if the landlord applies to the LTB?

The landlord can apply to the LTB to evict you immediately after giving you this notice. 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 to End your Tenancy* and in the application and you can respond to the claims your landlord makes. If the LTB issues an order ending your tenancy and evicting you, the order will not require you to move out any earlier than the termination date included in this notice.

Compensation or another unit

The landlord may have to pay you compensation for moving out because of this notice.

If the landlord is giving you this notice for Reason 1 or Reason 3:

If you live in a residential complex that has at least 5 residential units, the landlord must:

- pay you an amount equal to 3 months' rent, or
- offer you another rental unit that is acceptable to you.

If you live in a residential complex that has fewer than 5 residential units, the landlord must:

- pay you an amount equal to 1 months' rent, or
- offer you another rental unit that is acceptable to you.

If the landlord is giving you this notice for Reason 2:

If you live in a residential complex that has at least 5 residential units and you do not plan to move back in once the repairs or renovations are done, the landlord must:

- pay you an amount equal to 3 months' rent, or
- offer you another rental unit that is acceptable to you.

If you live in a residential complex that has fewer than 5 residential units and you do not plan to move back in once the repairs or renovations are done, the landlord must:

- pay you an amount equal to 1 months' rent, or
- offer you another rental unit that is acceptable to you.

If you live in a residential complex that has at least 5 residential units and you plan to move back in once the repairs or renovations are done, the landlord must pay you:

- an amount equal to 3 months' rent, or
- the rent for the period of time the rental unit is being repaired or renovated, whichever is less.

If you live in a residential complex that has fewer than 5 residential units and you plan to move back in once the repairs or renovations are done, the landlord must pay you:

- an amount equal to 1 months' rent, or
- the rent for the period of time the rental unit is being repaired or renovated, whichever is less.

Exception for mobile homes and land lease communities:

If:

- you live in a mobile home park or land lease community,
- you own the mobile home or land lease home, and
- the landlord is giving you this notice for either Reason 1, Reason 2 or Reason 3,

the landlord must pay you:

- an amount equal to one years' rent, or
- \$3,000,

whichever is less.

Where compensation has to be paid, it must be paid by the termination date in this notice.

The landlord is not required to pay you compensation: Your landlord is not required to pay you compensation for moving out because of this notice if your landlord is giving you this notice because they were ordered to demolish or repair the rental unit under any Act or law.

Signature

Landlord

Representative

First Name

Last Name

Phone Number

() -

Signature	Date (dd/mm/yyyy)
-----------	-------------------

Representative Information (if applicable)

Name	LSUC #	Company Name (if applicable)	
Mailing Address			Phone Number
Municipality (City, Town, etc.)	Province	Postal Code	Fax Number

OFFICE USE ONLY:	File Number
Delivery Method: <input type="radio"/> In Person <input type="radio"/> Mail <input type="radio"/> Courier <input type="radio"/> Email <input type="radio"/> Efile <input type="radio"/> Fax	FL <input type="text"/>

--