

APPENDIX
G-21-A

Notice to Terminate a Tenancy Early
Form N5

Read the instructions carefully before completing this form.

To: (Tenant's name and address)	From: (Landlord's name and address)
Address of the Rental Unit:	

Termination
Date

You must move out of the rental unit identified above on or before _____
(day/month/year)

Part A

Reasons for
this Notice

I am giving you this notice because:

- 1. You, your guest or another occupant of the rental unit has wilfully or negligently damaged the rental unit or the residential complex.
- 2. You, your guest or another occupant of the rental unit has substantially interfered with:
 - the reasonable enjoyment of the residential complex by the landlord or another tenant, or
 - another lawful right, privilege or interest of the landlord or another tenant.
- 3. The number of people living in the rental unit is more than permitted by health, safety or housing standards.

Part B

Details About
the Reasons for
this Notice

The landlord must provide details about the events that led to giving you this notice, including information about the dates and times these events occurred.



The landlord must complete Part C or Part D.

Part C: First Notice of Termination

- This is your first notice of termination within the last six months

If you correct the problem, as set out below, within seven days of when you receive this notice, this notice will be void and you will not have to move out.

If you do not correct the problem within seven days, I can apply to the Board on the eighth day after you receive this notice, to have you evicted.

If this notice is for Reason #1, you can correct the problem by:

- repairing the damaged property,
- paying me \$ _____, which is the reasonable cost of repairing the damaged property,
- replacing the damaged property if it is not reasonable to repair it,
- paying me \$ _____, which is the reasonable cost of replacing the damaged property, if it is not reasonable to repair it, or
- making arrangements satisfactory to me to either,
 - repair or replace the damaged property, or
 - pay me the reasonable cost of repairing or replacing the damaged property.

If this notice is for Reason #2, you can correct the problem by stopping the activities listed in Part B.

If this notice is for Reason #3, you can correct the problem by reducing the number of people living in the unit to _____.

Part D: Second Notice of Termination

- This is your second notice of termination within the last six months

The first notice I gave you was for Reason # _____, and you voided that notice by correcting the problem within seven days of the day you received that notice.

Because this is your second notice within the last six months, there is nothing you can do to correct the problem and void this notice. I can apply to the Board immediately for an eviction order.

Important Information

1. **The termination date:** If this is a **first notice** (Part C above), the termination date on page 1 cannot be earlier than the **20th** day after the landlord gives the tenant this notice. If this is a **second notice** (Part D above), the termination date on page 1 cannot be earlier than the **14th** day after the landlord gives the tenant this notice.
2. **If the tenant moves out by the termination date in this notice**, the tenancy will end on the termination date. However, if the reason that the landlord has served this notice is because the tenant has damaged the rental unit or complex, the tenant may still be ordered to pay the landlord for the damage.
3. **If the tenant disagrees with what the landlord claims in this notice**, the tenant does not have to move out of the rental unit. However, the landlord may apply to the Board for an order terminating the tenancy and evicting the tenant.
4. **The landlord's application to the Board:** If the landlord applies, the Board will schedule a hearing. The landlord must give the tenant a copy of the application and the Notice of Hearing.
5. **If you have any questions** about the law related to terminating tenancies and how it applies to this notice, you may contact the Landlord and Tenant Board at **416-645-8080** or toll-free at **1-888-332-3234**. Or, you may visit the Board's website at **www.LTB.gov.on.ca** for further information.

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