Checklist

Before you serve the attached notice to your tenant(s), make sure you can answer **YES** to each of the following questions. If not, your notice may be invalid. If you file an application to the Landlord and Tenant Board based on an invalid notice, your application may be dismissed, and you will have to start over.

☐ **Did you name each tenant who is in possession of the rental unit?**

If there is more than one tenant in possession of the rental unit, fill in the names of all the tenants on the notice. Make sure you spell each tenant's name correctly. You must give **each tenant** a copy of this notice.

☐ **Did you fill in the complete address of the rental unit?**

Be sure that you have provided the full address – be sure to also identify the correct rental unit (for example Unit 202 or Basement) and provide the municipality and postal code.

☐ **Did you fill in the correct termination date?**

For daily, weekly, monthly or yearly tenancies the termination date must be:

1. **at least 60 days** after you give the notice, **AND**
2. the **last day of the rental period**, which is usually the day before rent is due.
   For example: for a monthly tenancy where the rent is due on the first of each month, the last day of the rental period would usually be the last day of a month.

For fixed-term leases: the termination date must be **at least 60 days** after you give notice **AND** must be **the last day of the lease term**. For example: if a one-year lease term started on June 1, 2025 the last day of the lease term would be May 31, 2026.

When counting the days, do not include the date you are giving the notice to the tenant. If you are giving the notice to the tenant by mail or courier, you have to add extra days in calculating the termination date. Read the Instructions for this form to see how many days you have to add.

☐ **Did you choose the correct reason for ending the tenancy?**

This notice may be used for 2 different reasons. Check the box next to the reason that applies.

For reason 1:

- either the landlord, a family member in the listed category or a caregiver must genuinely intend to move into the rental unit and live there for at least one year.
- one of the owners of the rental unit must be an individual **AND** the landlord named on the notice must also be an individual. The landlord cannot be a corporation.

For reason 2:

- you must have entered into an Agreement of Purchase and Sale.
- either the purchaser, a family member in the listed category or a caregiver must genuinely intend to move into the rental unit.
- there can be no more than 3 residential units in the residential complex.

You may not be able to use this notice if the residential complex has been or will be converted to a condominium, was severed under the *Planning Act*, or is in an equity co-op. See the N12 instructions for more information.

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☐ **Did you indicate who will be moving into the rental unit and their name?**

Check the box that best describes this person's relationship to the landlord (Reason 1) or purchaser (Reason 2). If the individual moving in will be providing care services, check the box that best describes who will receive the care services. This notice may only be given for someone in one of the listed categories of relationships.

You must identify at least one intended occupant. This person will need to complete an affidavit or declaration certifying that they in good faith require the rental unit for their own personal use.

Where more than one person from a listed category intends to move in, you can, but do not need to, identify additional intended occupants. For example, if you, your spouse, and your child all intend to move into the rental unit, you only need to identify yourself and do not need to identify or check off boxes for each family member who will be moving in with you.

To identify additional occupants check the box that best describes their relationship with the landlord or purchaser and list their name(s) on an additional sheet to be given to the tenant(s) together with this notice. Additional intended occupants may also complete their own affidavit or declaration.

☐ **Do you have to pay compensation to the tenant(s)?**

If this notice is being given for reason 2 you will have to pay the tenant(s) compensation in the amount of one month's rent or offer the tenant(s) another unit that is acceptable to them.

If this notice is being given for reason 1 and you give it less than 120 days before the date of termination you will have to pay the tenant(s) compensation in the amount of one month's rent or offer the tenant(s) another unit that is acceptable to them.

Compensation must be paid by the termination date on the notice.

☐ **Did you sign and date the notice?**

If you don't, the notice may be invalid.

You should remove this checklist before you give the tenant the notice.

Notice to End your Tenancy Because the Landlord, a Purchaser or a Family Member Requires the Rental Unit

N12

Disponible en français

To: (Tenant's name) include all tenant names	**From: (Landlord's name)**

Address of Rental Unit:

Street Number:	Street Name:	Unit/Apt./Suite:

Municipality (City, Town, etc.):	Province: ON	Postal Code:

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:** _____ (name of person) intends to move into the rental unit and occupy it for at least one year. This person is (check one):

◯ Me ◯ My spouse ◯ My child
◯ My parent ◯ My spouse's child ◯ My spouse's parent

Or ☐ A person who provides or will provide care services to:

☐ Me ☐ My spouse ☐ My child
☐ My parent ☐ My spouse's child ☐ My spouse's parent

◯ **Reason 2:** I have signed an Agreement of Purchase and Sale of the rental unit and

_____ (name of person) intends to move into the rental unit. This person is (check one):

◯ The purchaser ◯ The purchaser's spouse ◯ The purchaser's child
◯ The purchaser's parent ◯ The purchaser's spouse's child ◯ The purchaser's spouse's parent

Or ☐ A person who provides or will provide care services to:

☐ The purchaser ☐ The purchaser's spouse ☐ The purchaser's child
☐ The purchaser's parent ☐ The purchaser's spouse's child ☐ The purchaser's spouse's parent

Only one intended occupant needs to be identified.

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Important Information from the Landlord and Tenant Board

The termination date

The termination date the landlord sets out in this notice must be **at least 60 days** after the landlord gives you this notice.

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.

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.

When the landlord must pay compensation

The landlord must pay you an amount equal to one month's rent by the termination date in this notice **or** offer you another rental unit that is acceptable to you.

The landlord **does not** need to pay compensation or offer you another rental unit if:

- the notice of termination is for Landlord's own use (Reason 1), **and**
- the termination date in this notice is at least 120 days after the landlord gives you this notice.

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 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.

How to get more information

For more information about this notice or your rights, you can contact the Landlord and Tenant Board. You can reach the LTB by phone at **416-645-8080** or **1-888-332-3234**. You can visit the LTB's website at tribunalsontario.ca/ltb.

Signature

◯ Landlord ◯ Representative

First Name:	Last Name:	Phone Number:
Signature:	Date *(dd/mm/yyyy)*:	

Representative Information (if applicable)

First Name:	Last Name:	
LSO Number (if applicable):	Company Name (if applicable):	

Mailing Address

Street Number:	Street Name:	Unit/Apt./Suite:
Municipality (City, Town, etc.):	Province:	Postal Code:
Email Address:	Phone Number:	

OFFICE USE ONLY:

File Number:

Delivery Method:

◯ In Person ◯ Mail ◯ Courier ◯ Email ◯ Service Ontario Center FL: