

[REDACTED]

---

**WITHOUT PREJUDICE**

April 30, 2024

Robert Elder  
[REDACTED]

Dear Resident,

We would like to inform you that [REDACTED] is embarking on a significant renovation project, specifically focusing on the 01 line of units within the building. After a thorough evaluation of the work involved, it has been identified as a critical health and safety concern. Unfortunately, during the renovation period, your unit will not be suitable for habitation. We take your well-being seriously.

Regrettably, we are left with no alternative but to conclude your lease effective August 31, 2024. Enclosed, you will find the relevant N9 and N13 forms issued by the Landlord and Tenant Board.

According to the Residential Tenancies Act, we are obligated to provide a maximum of three months' rent as compensation ( $\$1,097.94 \times 3 = \$3,293.82$ ). However, if you choose to vacate and terminate the lease on or before May 31, 2024, we are willing to offer a lump sum payment of \$6,000.00 in good faith.

We understand this news may be unexpected, but as building owners, we have the right to terminate tenancy for necessary improvements. Anticipate the renovations to last between 7 and 10 months.

For any inquiries or concerns, please reach out to the site office at [REDACTED]

Sincerely,

Management  
[REDACTED]

ENCLOSED

**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)

<b>To: (Tenant's name)</b> include all tenant names	<b>From: (Landlord's name)</b>
Robert Elder	[REDACTED]
<b>Address of the Rental Unit:</b>	
[REDACTED]	

**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: 

3	1	/	0	8	/	2	0	2	4
---	---	---	---	---	---	---	---	---	---

.  
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
Alteration to existing building.	The non-load-bearing partition walls within the unit, separating the kitchen from the living room, will be removed to create an open-concept space. The unit is scheduled for extensive renovations, encompassing the replacement of bathroom tiles and bathtub, flooring throughout the entire unit, installation of new kitchen cabinets and an island, addition of new kitchen appliances, replacement of closet doors, modification of lighting fixtures, switches, and all electrical sockets, and the replacement of risers. These alterations and renovations are anticipated to span approximately 7 to 10 months, during which considerable dust and debris will be generated. Additionally, there will be intermittent disruptions to water and electricity services, with extended periods of shut-off. Plumbing facilities will be unavailable due to the replacement of risers, rendering fixtures inoperable. Kitchen cabinets will also be absent until the construction is fully completed.

**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.

**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 [REDACTED]  
You can visit the LTB website at [tribunalsontario.ca/ltb](http://tribunalsontario.ca/ltb).

Signature

Landlord

Representative

First Name

[Redacted]

Last Name

[Redacted]

Phone Number

[Redacted]

Signature

[Redacted]

Date (dd/mm/yyyy)

30/04/2024

**Representative Information (if applicable)**

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

**OFFICE USE ONLY:**

File Number

[Redacted]

Delivery Method:  In Person  Mail  Courier  Email  Efile  Fax FL

[Redacted]

(Landlord's name)	From: (Tenant's name) include all tenant names
[REDACTED]	ROBERT ELDER
Address of the Rental Unit:	
[REDACTED]	

I am giving this notice because I want to move out of the rental unit.

The last day of my tenancy will be  /  /  . This is the termination date.  
dd/mm/yyyy

I will move out of the rental unit on or before the termination date.

### Important Information from the Landlord and Tenant Board

#### The termination date

For most types of tenancies (including monthly tenancies) the termination date must be at least **60 days** after the tenant gives the landlord this notice. Also, the termination date must be the last day of the rental period. For example, if the tenant pays on the first day of each month, the termination date must be the last day of the month. If the tenancy is for a fixed term (for example, a lease for one year), the termination date cannot be earlier than the last date of the fixed term.

#### Exceptions:

- The termination date must at least **28 days** after the tenant gives the landlord this notice if the tenancy is daily or weekly (the tenant pays rent daily or weekly). Also, the termination date must be the last day of the rental period. For example, if the tenant pays rent weekly each Monday, the termination date must be a Sunday. If the tenancy is for a fixed term, the termination date cannot be earlier than the last date of the fixed term.
- The termination date can be earlier than the last day of a fixed term tenancy (but still must be the last day of a rental period) if the tenant is giving this notice because:
  - the tenancy agreement was entered into on or after April 30, 2018,
  - the landlord was required to use the *Residential Tenancy Agreement (Standard Form of Lease)* form but did not,
  - the tenant demanded in writing that the landlord give them this form, and
    - more than 21 days have passed since the tenant made their demand, and the landlord has not provided the form,
    - or**
    - the landlord provided the form less than 30 days ago but it was not signed by the tenant.
- A special rule allows **less than 60 days' notice** in situations where the tenant would normally be required to give 60 days notice (for example, monthly tenancies). The tenant can give notice for the end of February no later than January 1<sup>st</sup> and can give notice for the end of March no later than February 1<sup>st</sup>.

#### The landlord can apply to end the tenancy

The landlord can apply to the Board for an order to end the tenancy and evict the tenant as soon as the tenant gives the landlord this notice. However, if the Board issues an order ending the tenancy, the order will not require the tenant to move out any earlier than the termination date the tenant included in this notice.

When a tenant can give a 10 days' notice

The termination date set out in this notice can be **10 days** (or more) after the tenant gives this notice to the landlord if the landlord has given the tenant either an **N12 Notice to End your Tenancy** or an **N13 Notice to End your Tenancy**. The termination date does not have to be the last day of a rental period.

Ending the tenancy when the landlord refused to allow the tenant to assign the rental unit

The tenant can use this notice to end the tenancy if the tenant asked the landlord for permission to assign the rental unit to someone else, and the landlord refused. The termination date must be:

- at least **28 days** after the tenant gives the notice to the landlord if the tenancy is daily or weekly,
- at least **30 days** after the tenant gives the notice to landlord if the tenancy is anything other than daily or weekly.

The termination date does not have to be the last day of a rental period or the last day of a fixed term.

Ending the tenancy in a care home

If the tenant lives in a care home, the termination date in this notice can be **30 days** (or more) after the tenant gives the notice to the landlord. The termination date does not have to be the end of a rental period or the last day of a fixed term.

If a tenant who lives in a care home gives this notice to the landlord, they can also give the landlord a 10-day notice for the landlord to stop providing care services and meals. If the tenant gives the landlord the 10-day notice, the tenant is not required to pay for care services and meals after the end of the 10-day period.

Tenants can't be required to sign this notice

A landlord cannot require the tenant to sign an *N9 Tenant's Notice to End the Tenancy* as a condition of agreeing to rent a unit. A tenant does not have to move out based on this notice if the landlord required the tenant to sign it when the tenant agreed to rent the unit.

**Exceptions:** A landlord can require a tenant to sign an *N9 Tenant's Notice to End the Tenancy* as a condition of agreeing to rent a rental unit in the following two situations:

- The tenant is a student living in accommodation provided by a post-secondary institution or by a landlord who has an agreement with the post-secondary school to provide the accommodation.
- The tenant is occupying a rental unit in a care home for the purposes of receiving rehabilitative or therapeutic services, and
  - the tenant agreed to occupy the rental unit for not more than 4 years,
  - the tenancy agreement set out that the tenant can be evicted when the objectives of providing the care services have been met or will not be met, and
  - the rental unit is provided to the tenant under an agreement between the landlord and a service manager under the *Housing Services Act, 2011*.

The tenant must move out by the termination date

The tenant must move out and remove all their personal possessions from the rental unit by the termination date set out on page 1. If the tenant moves out by the termination date set out above, but leaves behind personal possessions, the tenant will no longer have any rights to those possessions and the landlord will be allowed to dispose of them.

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 Board by phone at [REDACTED] or [REDACTED]. You can visit the Board's website at [tribunalsontario.ca/ltb](http://tribunalsontario.ca/ltb).

