



MISSISSAUGA COMMUNITY
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N12: NOTICE TO END YOUR TENANCY BECAUSE THE LANDLORD, A PURCHASER OR A FAMILY MEMBER REQUIRES THE RENTAL UNIT

An N12 Notice of Termination can be served to the Tenant for the following reasons:

1. The Landlord requires the rental unit to live in themselves, or an immediate family member to move in; or
2. The Landlord requires the rental unit for a person who will provide care services to the Landlord or to an immediate family member; or
3. The Landlord signed an “Agreement of Purchase and Sale” of the rental unit and either the purchaser or purchaser’s immediate family member will be moving in; or
4. The Landlord signed an “Agreement of Purchase and Sale” of the rental unit and a person who will provide care services to the purchaser or purchaser’s immediate family member will be moving in.

An immediate family member can only be one of the following:

- The Landlord’s spouse, parent, or child; or
- The parent or child of the Landlord’s spouse

THE LEGAL TEST

- *Section 48(1) of the RTA* permits the landlord to give notice of termination to a tenant if the landlord, **in good faith**, requires the unit for residential occupation **for a period of at least one year by the landlord**, a specified family member or a caregiver.

The Landlord only needs to demonstrate that **at the time of serving the N12**, they **intended** to use the unit for residential occupation for the reasons noted on the N12.

PROCEDURAL REQUIREMENTS

1. SERVING THE N12 - The N12 Notice of Termination can be served to the tenant as follows:

- Hand delivered directly to you or another adult in the unit
- Regular or Registered Mail
- Notice slipped under your door
- Placed in your mailbox
- Email Service can only be provided if you have agreed in writing

2. CONTENTS OF THE N12 - The N12 Notice must be filled out correctly by the Landlord.

- It must tell you the date your Landlord wants you to move out (termination date)
- It must clearly set out the reason why Landlord wants to evict you
- It must clearly identify the rental unit, all of the Tenant's, and the Landlord's name
- It must be signed by your Landlord or the Landlord's agent/representative.

3. TERMINATION DATE - This is on the first page of the N12 Notice, and it is the proposed date by which the Landlord wants you to move out of the unit. NOTE: If you disagree with the N12 Notice, you do not have to move out on this date.

- The termination date is **60 days** after the N12 Notice is served and must be the **last day of a fixed term tenancy** agreement or if there is no fixed term agreement the **last day of the rental period**.
- **If you are in a fixed term tenancy**, the termination date must be the last date of the term.
For Example: If your fixed term tenancy ends on July 28, 2025, then the termination date must be the same date.
- **If you are in a month-to-month, weekly, or daily tenancy**, the termination date must be the last date of the rental period.
Example: If the Landlord decides to give this notice on July 1st, the earliest date the Landlord could fill in as the termination date is August 31st (60 days from July 1st and falling on the last day of a rental period).

4. FILING THE APPLICATION - The Landlord can file an L2 application any time after giving you the N12 notice, but no later than **30 days** after the termination date on the notice. The Landlord must also declare whether they have **served any** other N12 or N13 notice within the past 2 years.

5. COMPENSATION - When a Landlord serves an N12 notice, the law requires them to compensate the Tenant in one of the following ways:

1. Offering the Tenant another rental unit acceptable to the Tenant; or
 2. Providing the Tenant the equivalent of 1 months' rent **before** the termination date on the N12.
- The Landlord and Tenant Board will not issue an eviction order unless the Landlord has paid the compensation. A Landlord may waive rent owing for one month to pay the compensation but they must do so before the termination date, and always make sure you have this in writing.

6. AFFIDAVIT OR DECLARATION - The *Residential Tenancies Act* requires the Landlord to file an affidavit which is a sworn legal document by the person who will be moving into the unit.

The document requires the following information:

- Specific language stating that the person who requires the unit “**In good faith**” requires the rental unit for his or her own personal use.
- Language stating the unit is required for at least “**One year**”
- The affidavit must be filed with the LTB at the same time as the application is filed.
- The LTB will also accept a signed and dated **declaration** stating the same information.
- **The LTB will not accept the application without the affidavit** – Always check the landlord’s application to confirm if the affidavit or declaration has been completed.

WHAT HAPPENS AFTER I AM SERVED AN N12?

If you have received an N12, you are entitled to go to the hearing at the Landlord and Tenant Board and dispute the Landlord’s claims. If your Landlord files the eviction application on time, the Landlord and Tenant Board will inform you by sending you a Notice of Application package (NOA) by mail or email. The Landlord and Tenant Board will then take some time to schedule a hearing.

OTHER RESOURCES

Landlord and Tenant Board:

<https://tribunalsontario.ca/lrb/>

Legal information on Landlord/Tenant issues:

<https://stepstojustice.ca/legal-topic/housing-law/>

How to find your local Legal Aid Ontario clinic:

<https://www.legalaid.on.ca/legal-clinics/>

Mississauga Community Legal Services has created this guide solely for informational purposes. It is not intended to be used as legal advice for any individual or specific legal problem. Should you have questions or need advice, please contact our legal clinic at 905-896-2050.