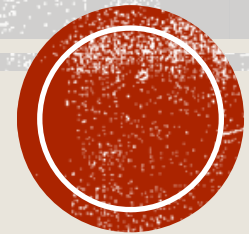


EVICTIIONS

Protecting Tenants' Rights under the *Residential Tenancies Act*

Caycie Soke, Staff Lawyer, KALC



KINNA-AWEYA LEGAL CLINIC

- The purpose of the legal clinic is to provide legal advice and assistance to residents of the District of Thunder Bay, particularly Indigenous people, who need assistance with poverty law issues.
- Our community legal clinic is an independent organization with an all-Indigenous Board of Directors. We are funded by Legal Aid Ontario.
- Our focus is on helping people get income maintenance benefits and maintain access to housing.
- We also organize and present community legal education workshops and work with the community for organized, positive change.
- We offer our services at no cost to people with low incomes who meet our financial eligibility guidelines.



COMMON HOUSING MYTHS

- Your Landlord cannot evict you in the winter.
- Your Landlord can charge you more if your partner moves in with you.
- Your Landlord can evict you for getting a pet.
- Your Landlord can evict you for letting a friend move in with you without their permission.





Residential Tenancies Act

- Does not apply between you and another tenant who is subletting to you or agrees to share their room with you
- Does not apply where you share a kitchen and bathroom with your landlord



Human Rights Code

2. (1) Every person has a right to equal treatment with respect to the occupancy of accommodation, without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status, disability or the receipt of public assistance.





- Rent & Rent Increases
 - 2.5% in 2025; 2.1% in 2026
 - *does not apply to new units after November 2018
 - *does not apply to RGI Housing
- Rent receipts
- Agreements about hydro, gas, water, cable, etc...
- Security Deposits v Last Month's Rent Deposit

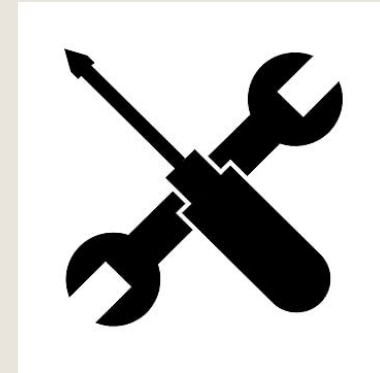


The **landlord** is responsible for.....

- Good state of repair and fit for habitation
- Comply with all health, safety, housing and maintenance standards
- Normal wear and tear

The **tenant** is responsible for.....

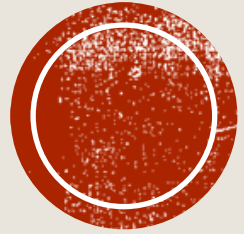
- Ordinary state of cleanliness
- Wilful or negligent damage
- Not interfering with other tenants' reasonable enjoyment
- Not interfering with lawful right, interest or privilege of your landlord



REMEMBER

- **In ALL situations, there is a very specific legal process a Landlord must follow before an eviction happens**
- **In MANY situations, there are actions a tenant can take to avoid eviction**





1. WHAT ARE SOME REASONS A LANDLORD CAN TRY TO EVICT A TENANT?

Landlord Applications

- Eviction for cause (i.e. damages, rent arrears)
- Eviction without cause (i.e: Landlord selling unit)
- Notice → Landlord and Tenant Board → Sheriff → 72 hours to remove belongings



REASONS A LANDLORD MAY START EVICTION PROCESS:

- If you have not paid your rent
- If you regularly pay your rent late
- If you or your guests make it hard for other tenants to enjoy their own homes
- If you or your guests are seriously risking the safety of other tenants
- If you seriously damage a unit on purpose or negligently
- If there are too many people living in the unit and it is unsafe/unhealthy
- If you commit illegal acts in your home, or if you let your guests do so (in Social Housing, this includes not accurately reporting income)
- If your landlord or their close family member needs to move into your unit
- If your landlord needs to make serious renovations to your unit and it would be unsafe for you to live there during the renovations



N4: NOTICE TO END YOUR TENANCY FOR NON-PAYMENT OF RENT

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 believe you owe me \$ in rent. See the table on the next page for an explanation of how I calculated this amount.	
I can apply to the Board to have you evicted if you do not:	
• pay this amount by . This is called the termination date. dd/mm/yyyy - Or • move out by the termination date.	
If another rent payment becomes due on or before the date you make the above payment to your landlord, you must also pay this extra amount.	

WHAT YOU NEED TO KNOW

The following information is provided by the Landlord and Tenant Board

The termination date	The date that the landlord gives you in this notice to pay or move out must be at least: • 14 days after the landlord gives you the notice, if you rent by the month or year, or • 7 days after the landlord gives you the notice, if you rent by the day or week.
What if you agree with the notice?	If you agree that you owe the amount that the landlord is claiming, you should pay this amount by the termination date in this notice. If you do so, the landlord cannot apply to the Board to evict you based on this notice. If you do not pay the amount owing, you do not have to move out. However, the landlord can apply to the Board to evict you. If the landlord applies to the Board to evict you and the Board orders the eviction, you will likely have to pay the landlord's filing fee, in addition to what you owe.
What if you disagree with the notice?	You do not have to move out if you disagree with this notice. You could talk to your landlord. You may also want to get legal advice. If you cannot work things out, the landlord may apply to the Board for an order to evict you. The Board will schedule a hearing where you can explain why you disagree.
What if you move out?	If you move out by the termination date in this notice, your tenancy will end on the termination date. However, you may still owe money to your landlord. Your landlord will not be able to apply to the Board but they may still take you to Court for this money.

How will you know if the landlord applies to the Board?

The earliest date that the landlord can apply to the Board is the day after the termination date in this notice. If the landlord does apply, the Board will schedule a hearing and send you a copy of the application and the *Notice of Hearing*.

What you can do if the landlord applies to the Board

- Talk to your landlord about working out a payment plan.
- Go to the hearing where you can respond to the claims your landlord makes in the application; in most cases, before the hearing starts you can also talk to a Board mediator about mediating a payment plan.
- Get legal advice immediately; you may be eligible for legal aid services.

How to get more information

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

The following information is from your landlord

This table is completed by the landlord to show how they calculated the total amount of rent claimed on page 1:

Rent Period		Rent Charged \$	Rent Paid \$	Rent Owning \$
From: (dd/mm/yyyy)	To: (dd/mm/yyyy)			
Total Rent Owning \$				

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



N5 NOTICE TO END YOUR TENANCY FOR INTERFERING WITH OTHERS, DAMAGE OR OVERCROWDING

Notice to End your Tenancy
For Interfering with Others, Damage or Overcrowding
N5

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: <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> .											
dd/mm/yyyy											

My Reason(s) for Ending your Tenancy

I have shaded the box(es) next to my reason(s) for ending your tenancy. I have also indicated whether this notice is your first or second *Notice to End your Tenancy*.

- ☐ **Reason 1:** Your behaviour or the behaviour of someone visiting or living with you has substantially interfered with another tenant's or my:
- reasonable enjoyment of the residential complex, and/or
 - lawful rights, privileges, or interests.
- ☒ **You have 7 days to stop the activities or correct the behaviour described on page 2 and avoid eviction.** You will not have to move out if you correct the behaviour described on page 2 within 7 days after receiving this notice. However, if you do not correct the behaviour within 7 days, I can apply to the Board for an order to evict you.
- ☒ **I can apply to the Board immediately for an order to evict you.** This is your **second** *Notice to End your Tenancy* in the past 6 months for a reason with a 7-day correction period. You cannot void this notice and I can apply to the Board for an order to evict you.
- ☐ **Reason 2:** You or someone visiting or living with you has wilfully or negligently damaged the rental unit or the residential complex.
- ☒ **You have 7 days to correct the problem(s) described on page 2 and avoid eviction.** You will not have to move out if you correct the problem(s) within 7 days after receiving this notice. However, if you do not correct the problem(s) within 7 days, I can apply to the Board for an order to evict you.
- You can correct the problem(s) by:**
- repairing the damaged property.
- or**
- paying me \$

--	--	--	--	--	--	--	--	--	--

 , which is how much I estimate it will cost to repair the damaged property.
- or**
- replacing the damaged property, if it is not reasonable to repair it.

N6 NOTICE TO END YOUR TENANCY FOR ILLEGAL ACTS OR MISREPRESENTING INCOME IN A RENT-GEARED-TO-INCOME RENTAL UNIT

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: <table><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> .										
dd/mm/yyyy										
I can apply to the Board immediately for an order to evict you. See Information from the Landlord and Tenant Board on Page 2.										

My Reason(s) for Ending your Tenancy

I have shaded the box(es) next to my reason(s) for ending your tenancy.

☐

Reason 1

I believe that you or someone living with you has committed an illegal act or is carrying on an illegal business at the residential complex involving:

- the production of an illegal drug,
- trafficking in an illegal drug,
- possession of an illegal drug for the purposes of trafficking.

or

I believe that you or someone living with you has permitted someone else to carry out one or more of the above illegal activities involving drugs in the residential complex.

☐

Reason 2

I believe that you or someone living with you has committed an illegal act or is carrying on an illegal business at the residential complex (other than an illegal act or business described in Reason 1),

or

I believe that you or someone living with you has permitted someone else to commit an illegal act or carry on an illegal business at the residential complex (other than an illegal act or business described in Reason 1).

☐

Reason 3

You live in a rent-geared-to-income rental unit and I believe that you have misrepresented your income or the income of family members who live in the rental unit.

Details About the Reasons for this Notice

I have listed below the events that have led me to give you this notice, including the dates, times and specific details.

Date/Time	Details of the Events

Important Information from the Landlord and Tenant Board**The termination date**

The termination date is different depending on your landlord's reason for giving you this notice and whether this is your first or second *Notice to End your Tenancy* in the past 6 months.

For **Reason 1**, the termination date the landlord sets out in this notice must be at least **10 days** after the landlord gives you this notice.

For **Reasons 2 and 3**,

- If this is your first *Notice to End your Tenancy* in the past 6 months, the termination date must be at least **20 days** after the landlord gave you this notice.
- If this is your second *Notice to End your Tenancy* in the past 6 months and the first notice had a 7 day correction period, the termination date must be at least **14 days** after the landlord gives you this notice.

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 Board for an order to evict you. The Board 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. However, if your landlord gave you this notice because you misrepresented your income or the income of family members living in the rental unit, you may still owe the landlord money for the amount you would have been required to pay if you had not misrepresented your income.

What if the landlord applies to the Board?

If the landlord applies to the Board to evict you, the Board 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.

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 **416-645-8080** or **1-888-332-3234**. You can visit the Board's website at lto.ca/LTB.

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: ☐ In Person ☐ Mail ☐ Courier ☐ Email ☐ Efile ☐ Fax FL

N7 NOTICE TO END YOUR TENANCY FOR CAUSING SERIOUS PROBLEMS IN THE RENTAL UNIT OR RESIDENTIAL COMPLEX

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

I can apply to the Board immediately for an order to evict you. See Information from the Landlord and Tenant Board on Page 2.

My Reason(s) for Ending your Tenancy

I have shaded the box(es) next to my reason(s) for ending your tenancy.

- ☐ Reason 1: Your behaviour or the behaviour of someone visiting or living with you has seriously impaired the safety of another person and this behaviour occurred in the residential complex.
- ☐ Reason 2: You or someone visiting or living with you has wilfully damaged the rental unit or the residential complex.
- ☐ Reason 3: You or someone visiting or living with you has used the rental unit or the residential complex in a way that is inconsistent with its use as residential premises and this has caused or can be expected to cause serious damage.
- ☐ Reason 4: You and I live in the same building that has 3 or fewer residential units. Your behaviour or the behaviour of someone visiting or living with you has substantially interfered with:
- my reasonable enjoyment of the residential complex, and/or
 - another one of my lawful rights, privileges, or interests

Details About the Reasons for this Notice

I have listed below the events that have led me to give you this notice, including the dates, times and specific details.

Date/Time	Details of the Events

N8

NOTICE TO END YOUR TENANCY AT THE END OF THE TERM

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: <table><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> .											
dd/mm/yyyy											

My Reason(s) for Ending your Tenancy

I have shaded the box(es) next to my reason(s) for ending your tenancy.

- ☐ Reason 1: You have persistently paid your rent late.
- ☐ Reason 2: You no longer qualify to live in public or subsidized housing.
- ☐ Reason 3: I made the unit available to you as a condition of your employment and your employment has ended.
- ☐ Reason 4: Your tenancy was created in good faith as a result of an Agreement of Purchase and Sale for a proposed condominium unit and that agreement has been terminated.
- ☐ Reason 5: You are occupying the unit specifically to receive rehabilitative or therapeutic services and the period of tenancy to which you agreed has ended.
I can only give you a notice for this reason if no other tenant receiving rehabilitative and/or therapeutic services is allowed to live in the residential complex for more than 4 years.

Details About the Reasons for this Notice

I have listed below the events that have led me to give you this notice, including the dates and specific details.

--

N12

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

Notice to End your Tenancy
Because the Landlord, a Purchaser or a Family Member Requires the Rental Unit
N12

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: The following person intends to move into the rental unit and occupy it for at least one year:

- | | | |
|------------------------------------|--|---|
| ☐ 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 the following person intends to move into the rental unit:

- | | | |
|---|---|--|
| ☐ 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 |

OFFICE USE ONLY:

File Number

--	--	--	--	--	--	--	--	--	--

Delivery Method: ☐ In Person ☐ Mail ☐ Courier ☐ Email ☐ Efile ☐ Fax FL

--	--

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 60 days after the landlord gives 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.
Tenant is entitled to compensation or another unit	If the landlord is giving you this notice for Reason 1, then 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.
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 <i>Tenant's Notice to End the Tenancy</i> 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 <i>Notice of Hearing</i>. The <i>Notice of Hearing</i> 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 <i>Notice to End your Tenancy</i> 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 website at sijo.ca/LTB.

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



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

v. 01/09/2017 Page 1 of 3

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.

You may be entitled to compensation or another unit

If you live in a residential complex that has at least 5 rental units, 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:

The landlord must:

- pay you an amount equal to 3 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 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.

You may be entitled to compensation or another unit (continued)

If 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.

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 on or before 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 you live in a residential complex that has fewer than 5 rental units, or 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 **416-645-8080** or **1-888-332-3234**. You can visit the LTB website at sijo.ca/LTB.

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: ☐ In Person ☐ Mail ☐ Courier ☐ Email ☐ Efile ☐ Fax

NOTICE OF HEARING FROM THE LANDLORD AND TENANT BOARD



Social Justice Tribunals Ontario
Providing fair and accessible justice

(Disponible en français)
File Number: NOL-~~XXXXXXXXXX~~

NOTICE OF HEARING

Under section 174 of the Residential Tenancies Act, 2006

The Landlord and Tenant Board (LTB) has scheduled a hearing

between: ~~XXXXXXXXXX~~

and ~~XXXXXXXXXX~~

concerning the rental unit located at:

~~XXXXXXXXXX~~ THUNDER BAY ON ~~XXXXXXXXXX~~

Purpose of the hearing:

The hearing to consider the landlord's application was not completed and the hearing was adjourned. Another date has been scheduled to continue the hearing at the time and place set out below.

Hearing information:

When: Wednesday, April 24, 2019 9:00 AM
Where: Thunder Bay RM 3, 340 Waterloo Street South, Thunder Bay ON
P7E6H9 Da Vinci Centre
You must:
• arrive at 8:30 AM to sign in for your hearing
• be ready to stay the whole day – your hearing may be later in the day

The LTB usually books hearings for several applications to start at the same time on a hearing day. The LTB member in charge decides the order to hear those applications.

It is very important for you to attend the hearing. If you cannot attend the hearing, you should send someone who has your written permission to represent you. If you or your representative do not attend or come late, the LTB may hold the hearing without you and you may not be sent any further notice of the proceedings.

What can happen if you do not attend the hearing:

If you are the landlord and you do not attend the hearing or send a representative, the LTB can hold the hearing without you and your application may be dismissed.

If you are the tenant and you do not attend the hearing or send a representative, the LTB can hold the hearing without you and make a decision based on what is claimed by the landlord.

RECEIVED
APR 12 2019



Order under Section 69
Residential Tenancies Act, 2006

RECEIVED OCT 18 2018

File Number: NOL- [REDACTED]

In the matter of: [REDACTED]
THUNDER BAY ON P7E4Z1

Between: [REDACTED]

and
[REDACTED]



Landlord

Tenant

[REDACTED] (the "Landlord") applied for an order to terminate the tenancy and evict [REDACTED] (the "Tenant") because the Tenant did not pay the rent that the Tenant owes.

This application was heard in Thunder Bay on September 19, 2018.

The Landlord's representative, [REDACTED] and the Tenant attended the hearing.

With the assistance of a Board Mediator, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the consequences of the joint submission.

On consent of the parties, it is agreed that:

1. The Tenant owes to the Landlord the sum of \$560.00 representing rent arrears and costs to September 30, 2018.

On consent of the parties, it is ordered that:

1. The Tenant shall pay to the Landlord \$560.00, which represents the arrears of rent and costs outstanding for the period ending September 30, 2018.

ORDER FROM THE LANDLORD AND TENANT BOARD

SHERIFF'S NOTICE

Eviction

Reference File No.: NOL [REDACTED]

ONTARIO SUPERIOR COURT OF JUSTICE

Between:



- and -

Landlord/Mortgagee

Tenant/Mortgagor/Any
other occupant

TO: Tenant/Mortgagor/Any other occupant

I AM NOTIFYING YOU that by virtue of an order for vacant possession issued out of the:
LANDLORD AND TENANT BOARD
directed to me as sheriff to enforce, I COMMAND YOU to vacate the rental unit/premises
municipally known as

[REDACTED]
Thunder Bay ON CA
[REDACTED]

on or before January-31-19 at 08:30 a.m.

AND FURTHER TAKE NOTICE that if you fail to VACATE the rental unit/premises as directed by the
above referenced Order by the date shown, I will, without further notice to you, carry out the Order
as directed.

DATED at Thunder Bay, Ontario

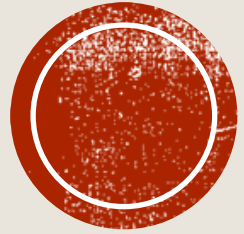
This January-08-19

The order is being executed pursuant to the instructions of:

(807) 473-9546 EXT:

Landlord/Agent or Mortgagee/Agent


Sheriff
807 626-7000

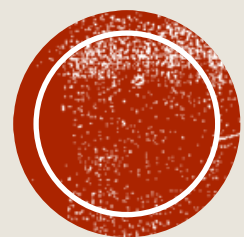


2. WHAT ARE SOME REASONS A LANDLORD CANNOT EVICT YOU?

YOUR LANDLORD CANNOT EVICT YOU...

- Because they don't like you
- Because they want to get more rent from a new tenant
- Because you have a health condition or disability
- Because you are on social assistance
-or ANY other reason not on the previous slides





**3. WHY IS IT IMPORTANT TO
GET LEGAL ADVICE IF YOU
THINK YOU'RE AT RISK OF
EVICTION?**

- Three things to remember from today:
 1. If a Landlord doesn't follow the proper process, it is not legal.
 2. A Landlord cannot change the locks, take your stuff, or evict you without an Order from the Landlord and Tenant Board.
 3. Get legal advice – there are almost always options!





QUESTIONS?