

Understanding no-fault evictions

Tuesday, April 21, 2026 from 12:00 p.m. to 1:30 p.m. EST

Speakers:

Laura Anonen, Community Development Worker, Don Valley Community Legal Services

Michelle Choe, Staff Lawyer, Don Valley Community Legal Services

Land Acknowledgement



CLEO acknowledges that our office is located on the traditional territory of many nations, including the Mississaugas of the Credit, the Chippewa, the Haudenosaunee, and the Wendat. This land is now also home to many diverse First Nations, Inuit, and Métis Peoples. This area of Tkaronto, also known as Toronto, is covered by Treaty 13 signed by the Mississaugas of the Credit and the Williams Treaties signed by multiple Mississauga and Chippewa First Nations.

We acknowledge the ongoing impacts of colonization, anti-Indigenous racism, and white supremacy on which this city and our legal system are built. We are all Treaty people and we commit to working in solidarity towards truth and reconciliation.

CLEO Resources



Steps to Justice – free legal information

- stepstojustice.ca

Guided Pathways – help completing legal forms

- stepstojustice.ca/guided-pathways-home/

CLEO publications – free print resources

- cleo.on.ca

CLEO Connect – training for community workers

- cleoconnect.ca

What can you expect today?



- 90 minutes (2 presenters and 2 Q and A).
- The webinar may contain legal information. As a reminder, this is not legal advice. The information is current as of today's date, April 21, 2026.
- Links to the recording, slides, and handout will be sent by email to all registrants within a few days.
- ASL interpretation is available today. Subtitles (closed captioning) have also been enabled.



Department of Justice
Canada

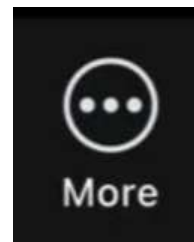
Enabling Closed Captioning



To use the Closed Captioning feature, click on the icon with two C's in your Zoom controls:



If you don't see this icon, try clicking on the More icon with three dots:



Speaker Introduction



Laura Anonen, Community Development Worker, Don Valley Community Legal Services

Michelle Choe, Staff Lawyer, Don Valley Community Legal Services

Understanding No-Fault Evictions



Laura Anonen, Community Development Worker

Michelle Choe, Staff Lawyer

Don Valley Community Legal Services




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Agenda

- Renovictions
 - Demovictions
 - Notice Requirements for Renovictions and Demovictions
 - Landlords' own-use evictions and Form N12
 - What to do if a landlord uses a no-fault eviction in bad faith
 - How community workers can advocate for stronger tenant rights
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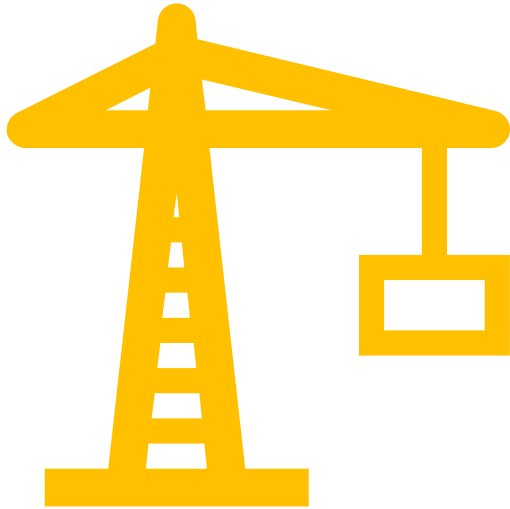
Renovictions

Toronto's new Rental Renovation License Bylaw

What are municipalities doing to stop renovictions?



What is a Renoviction?



- When a landlord evicts the tenant(s) to complete renovations in a unit or the building
- The landlord will say the renovations are extensive enough that the unit must be vacant. This is legal under the *Residential Tenancies Act* (RTA)
- But are the renovations really that extensive?...

Why Do Renovictions Happen?

We currently have what is known as **vacancy decontrol** in Ontario.

This creates an incentive to evict tenants.

”Bad Faith” evictions are when evictions are used nefariously to evict tenants to increase the rent.

We have seen cases where a landlord will move a new tenant in, which means the former tenant cannot return. The onus to hold the landlord accountable and take them to the LTB falls on the tenant.



The Case of 28-30 Langley Ave



28-30 Langley was a 24-unit rooming house in the Riverdale neighbourhood of Toronto.

Many of the tenants had lived there for years, in a neighbourhood with accessible public transit, beautiful parks and community resources.

In the summer of 2018, a new owner purchased the building and issued N13 eviction notices to all of the tenants.

The Fight for 28-30 Langley

Riverdale neighbours rally against rooming house 'renoviction'

New owners sent eviction notices stating they might conduct 'demolition' on their units.

BY DAVID NICKLE TORONTO.COM MAR 19, 2019



Protesters gathered at a rally March 16 outside 28-30 Langley Avenue, to speak out against plans to evict the tenants there for a renovation to the venerable rooming house Nickle Metroland.



What Happened Next?

We started tracking renovation cases and they were increasing.

We worked with our City Councillor and brought this to the attention of City of Toronto Building staff. We invited the Senior Building Inspector to attend a meeting with the tenants from 28-30 Langley. Building staff reviewed the plans and offered to speak at the LTB hearing.

We lost the LTB hearing – it was legal.

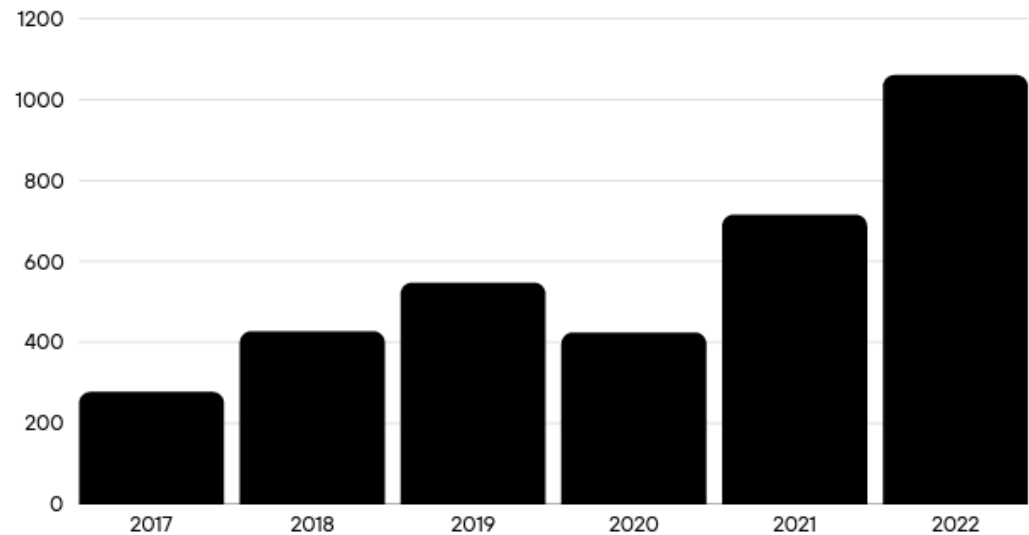
Creation of the Subcommittee on the Protection of Affordable Rental Housing in 2019. At the first meeting on November 19, 2019, over 40 tenants and advocates made deputations.



The Data



Number of N13s filed in ON- 2017-2022



**Top 10 Cities with the most N13s
2017-Aug 2023**

1	Toronto	950
2	Hamilton	337
3	Ottawa	184
4	Windsor	170
5	London	153
6	Kitchener	136
7	Brampton	112
8	Kingston	78
9	Mississauga	68
10	Barrie	58

- 18,151 N12s have been filed between 2017 and 2021
- There has been a 70% increase in the number of N12s filed between 2017 and 2021.
- There has been close to 300% increase in the number of N13s filed between 2017 and 2022.
- 4,067 N13s have been filed between 2017 and Aug 2023.

A Toronto Renoviction Bylaw

After the meeting of the subcommittee, City staff from different divisions started working together – Toronto Building, the Housing Secretariat and City Legal. This wasn't an issue that could be solved alone. A Tenant Advisory Committee was also formed with tenants and advocates to help guide this work.

New Westminster, British Columbia had implemented a renoviction bylaw in May 2019, the first in Canada. We looked at their bylaw to see if we could replicate it in Toronto (we couldn't because of Ontario's RTA).

Councillor Fletcher set up round table meetings with legal clinics, experts and advocates to brainstorm a renovictions bylaw and what was possible. DVLCs played an important role and provided their expertise. We had to get creative as no other municipality had a renoviction bylaw in Ontario.

A Big Win for Tenants!



The bylaw was approved by City Council on November 13, 2024 and came into effect July 31, 2025!

Toronto's Rental Renovation Licence By-law

The bylaw does not change the RTA and does not completely end renovictions, but makes it a lot harder to renovict a tenant.

The two biggest components that make a difference:


Have a qualified person confirm that vacant possession is required. A qualified person must be licensed by the Ontario Association of Architects (OAA) or Professional Engineers Ontario (PEO).

Where a Tenant Chooses to Return:


The landlord must agree to provide either temporary, comparable housing at similar rents, or agree to pay monthly rent-gap payments if the tenant finds their own temporary housing. This is known as a Tenant Accommodation Plan or Tenant Compensation Plan.

Where a Tenant Choose Not to Return:

The landlord must provide severance compensation equal to three months of rent-gap payments.



Toronto's Rental Renovation Licence By-law

- Obtain all necessary building permits and approvals.
 - Landlords must apply for a **Rental Renovation Licence** within 7 days of issuing the N13 notice to the tenant, and must be accompanied by:
 - A copy of the building permit and any other permits required
 - A copy of the N13 notice
 - An application fee (\$728)
 - A report from a qualified person
 - Post the Tenant information Notice (TIN) from the City on the door of the rental unit within five calendar days of receiving it.
 - 14-day period for tenants to review the notice, understand their rights and seek support before the City may issue a licence.
 - A Declaration Form signed by both the tenant and the landlord indicating whether the tenant intends to return after the renovation.
 - Once the documentation has been submitted to the City's satisfaction, the Rental Renovation Licence is issued.
 - The landlord must provide to the tenant a one-time moving allowance of \$1,500 for a studio or one-bedroom unit, or \$2,500 for a two-or-more-bedroom unit.
- 

Toronto's Rental Renovation Licence By-law

Once renovations are complete, the City will follow up to confirm the work is finished and that the tenant has either returned to the unit or that arrangements have been made for their return. The Rental Renovation Licence will then be closed.

Where non-compliance with the bylaw is found, inspectors may issue orders to comply or lay charges.

Visit www.toronto.ca/renovicitons for more information.



More Municipalities

Hamilton – came into effect January 2025

London – Came into effect March 2025

Mississauga – Comes into effect September 2026 (just passed!)

Waterloo – Comes into effect 2026 (depends on budget)

Kitchener – Comes into effect January 2027 (just passed!)

Guelph – developing bylaw (consultations April 2026)

Chatham Kent – developing bylaw (2026)

Ottawa – developing bylaw (2026)



Demovictions

and Rental Replacement Policies



Why Do Demovictions Happen?

Developers can buy older buildings, demolish them, and build new condos. The land is already zoned for high density. They are driven by the financial incentive to redevelop land.

We have seen a growing number of demovictions over the past several years, although the number has been decreasing recently.




Rental Replacement Policies

Some cities like Toronto have **Rental Replacement Policies** to help tenants who are impacted by demovictions.

The policy regulates the demolition of rental housing, requires the replacement of rental housing in certain cases, and provides tenant assistance to lessen hardship.

Demolition refers to any reduction in the number of rental units or any change to the number of bedrooms within each unit on a property. This could mean knocking down a wall to create a larger room.

The City of Toronto requires that property owners apply for a rental housing demolition permit if the property has six or more residential units, where at least one is a rental unit.



6 or more residential units, at least one of which is rental?



RENTAL DEMOLITION APPLICATION & TENANT ASSISTANCE REQUIRED

6 or more rental dwelling units or dwelling rooms?



RENTAL REPLACEMENT & TENANT ASSISTANCE REQUIRED




Demolition and Replacement of Rental Housing:

A handbook for tenants and property owners

Toronto's Policy

Property owners are responsible for:

- Submitting a complete rental housing demolition and conversion permit application and addressing comments from City staff,
 - Providing replacement rental units to displaced tenants, as required,
 - Providing a Tenant Assistance Plan to all displaced tenants,
 - Providing clear and ongoing communication with tenants, and maintaining rental properties in a condition that complies with building maintenance standards; and
 - Meeting City requirements and following City processes in good faith.
- 

The Right to Return


In Toronto, a tenant has the **right to return** to a rental unit of the same type at a similar rent as they were paying in the original building. They do not have to commit to returning until they sign the lease for the replacement rental unit in the new building. Those who lived in the original building the longest have seniority in choosing the unit they return to.

The rent for replacement rental units is based on the rent paid by the tenant for their original unit, plus any increase allowed by the Ontario's Rent Increase Guideline during the displacement period. If there is a change to the utilities (such as electricity, heat, or water) that are included in the new rent, the rent is adjusted according to current rates.

Also in Toronto

The Tenant Assistance Plan requires that property owners provide tenants with a Form N13 at least **six months** before they must move out of their unit, to provide tenants with extended time to find a new place to live during the displacement period.

To help tenants find a new place to live during the displacement period, the Tenant Assistance Plan requires the property owner to provide:

- An alternative rental unit that is acceptable to the tenant; or
 - **Rent gap assistance**, which allows the tenant to find their own housing.
- 

No Demovictions

Tenants have been fighting for better protections and for their rights for several years. The group No Demovictions formed in Toronto and has been leading efforts to support tenants facing demoviction and have been advocating for policy changes.

Visit www.nodemovictions.ca



Landlord's Notice Requirements (Form N13)



Monetary Compensation – Tenant Invokes Right of First Refusal



Building has less than 5 units

- Landlord must either pay the tenant 1 months' rent, or
- The rent for the time that the rental unit is being repaired or renovated, whichever is less



Building has 5 or more units

- Landlord must either pay the tenant 3 months' rent, or
- The rent for the time that the rental unit is being repaired or renovated, whichever is less

Monetary Compensation – Tenant Does Not Invoke Right

- Landlord must either provide 1 months' rent, or
- Offer an alternative unit to the Tenant

Building has less than 5 units



- Landlord must either provide 3 months' rent, or
- Offer an alternative unit to the Tenant

Building has 5 or more units



Monetary Compensation – Demolition and Conversion

- Landlord must either provide 1 months' rent, or
- Offer an alternative unit to the Tenant

Building has less than 5 units



- Landlord must either provide 3 months' rent, or
- Offer an alternative unit to the Tenant

Building has 5 or more units



Landlords' Own-Use Evictions and Form N12



What is Landlords' or Purchasers' Own-Use?



When a landlord evicts the tenant(s) because either the landlord or a designated person requires the unit to live in



The landlord will say that the unit is needed for them to live in for residential purposes for a minimum of one year



Landlords often use this as a way to terminate the tenancy to re-rent the unit

Notice Requirements (N12)

- The termination date must be at least **60 days** after a tenant receives the notice
- The landlord must indicate a designated person that intends to live in the unit
- The landlord must provide compensation of 1 months' rent or offer another unit

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 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:

<input type="checkbox"/> Me	<input type="checkbox"/> My spouse	<input type="checkbox"/> My child
<input type="checkbox"/> My parent	<input type="checkbox"/> My spouse's child	<input type="checkbox"/> My spouse's parent

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

<input type="checkbox"/> Me	<input type="checkbox"/> My spouse	<input type="checkbox"/> My child
<input type="checkbox"/> My parent	<input type="checkbox"/> My spouse's child	<input type="checkbox"/> 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:

<input type="checkbox"/> The purchaser	<input type="checkbox"/> The purchaser's spouse	<input type="checkbox"/> The purchaser's child
<input type="checkbox"/> The purchaser's parent	<input type="checkbox"/> The purchaser's spouse's child	<input type="checkbox"/> The purchaser's spouse's parent

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

<input type="checkbox"/> The purchaser	<input type="checkbox"/> The purchaser's spouse	<input type="checkbox"/> The purchaser's child
<input type="checkbox"/> The purchaser's parent	<input type="checkbox"/> The purchaser's spouse's child	<input type="checkbox"/> The purchaser's spouse's parent



File Number:

Declaration or Affidavit

I, of the City/Town/Municipality of

declare that:

To the best of my knowledge, the information in this form is complete and accurate. I understand that it is an offence under s.234 of the *Residential Tenancies Act, 2006* to file false or misleading information in this form.

Name

Signature <input type="text"/>	Date (dd/mm/yyyy) <input type="text"/>
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What to do if a Landlord Uses a No-Fault Eviction in Bad Faith



Determining Bad Faith

*Does the landlord have a **genuine intention** to occupy the rental unit for residential purposes for at least 1 year?*



The motive of the landlord is not as relevant, but the Landlord and Tenant Board (LTB) may consider the landlord's conduct and motives to draw an inference on bad faith.

Think about the landlord's future use of the unit.

Try and have concrete evidence.

Fight it at a Hearing



STAGE 1



STAGE 2



STAGE 3



Eviction Order
or Resolution



Tenant in Housing	Eviction Notice	Notice of Hearing	Eviction Hearing	Eviction Order
Issues with your rental property	Landlord gives you a formal Notice of Eviction	Landlord submits an Eviction Application	You and the landlord attend the hearing	The landlord receives an eviction order

File a Tenant Application for Bad Faith (T5)

- Must be submitted within **1 year** of moving out of the unit
- Tenant moved based on Form N12, Form N13, or notice that meets RTA requirements
- Tenant should have some evidence of bad faith
 - Unit re-rented out
 - For sale sign
 - Unit vacant

Part 2: Reasons for Your Application

There are four reasons for making this application. Check the box next to each of your reasons for applying to the LTB.

I moved out of the rental unit because the landlord gave me one of the following *Notices to End your Tenancy in bad faith*:

Reason 1: The landlord gave me Form N12 *Notice to End your Tenancy* claiming that either the landlord or one of the following people intended to move into the rental unit:

- a member of the landlord's immediate family,
- a person who provides or who will provide care services to the landlord or a member of the landlord's immediate family.

Reason 2: The landlord gave me Form N12 *Notice to End your Tenancy* claiming that either the purchaser or one of the following people intended to move into the rental unit:

- a member of the purchaser's immediate family,
- a person who provides or who will provide care services to the purchaser or a member of the purchaser's immediate family.

* Purchaser's information must be provided using a **T5 Schedule of Parties**.

Reason 3: The landlord gave me a Form N13 *Notice to End your Tenancy Because the Landlord Wants to Demolish the Rental Unit, Repair it or Convert it to Another Use*.

Reason 4: The landlord gave me a Form N13 *Notice to End your Tenancy* because the landlord wanted to do repairs or renovations to the rental unit. I gave the landlord notice in writing that I wanted to move back in once the work was done. The landlord did not give me the right to move back into the rental unit when the work was done.

Explaining your Reasons

Describe the events that led you to apply to the LTB.

- What happened that made you believe the landlord gave you a notice of termination in bad faith?
- What were the dates and times of the events?
- What happened after you moved out?
- What were the names and titles (such as superintendent) of all the people involved?

Describe in Detail:

Remedies

Part 3: Remedies

The remedies listed below are orders the LTB can make to address your reasons for filing the application. Check the box next to the remedies you want the LTB to order. If the LTB decides in your favour, it may decide to include a different remedy or remedies than the ones you selected.

Remedy 1: The landlord must pay me a rent abatement of \$ _____
My rent was \$ _____
I was required to pay rent by the month week other (specify): _____
Please explain: How did you calculate the rent abatement?

Attach more sheets if necessary.

Remedy 2: The landlord must pay a fine to the LTB.

Remedy 3: My new rental unit has a higher rent. The landlord must pay me the difference in rent between my old rental unit and my new rental unit for one year from the date I moved out.
The difference in rent is \$ _____
each month week other (specify): _____
The total amount the landlord owes me is \$ _____

Remedy 4: The landlord must pay me for my expenses related to moving and storage.
These expenses total \$ _____
Please explain: How did you calculate the expenses?

Remedy 5: The landlord must pay me general compensation of \$ _____
Please explain: How did you calculate the general compensation?


Attach more sheets if necessary.

Remedy 6: I want the LTB to order other remedies. The LTB can make any other order that it considers appropriate.
For example, you can choose this remedy if the landlord gave you a form N12 *Notice to End your Tenancy* claiming that a purchaser intends to move into the rental unit, and you want the LTB to order the purchaser to pay you money.
Please explain: What else do you want the LTB to order?

How Community Workers can Advocate for Stronger Tenant Rights



What can we do?

- Get involved! Join or follow groups like ACORN, FMTA, No Demovictions, ACTO, or your local legal clinic.
 - What's going on in your city? Can you advocate for a renoviction bylaw or rental replacement policy?
 - Contact your Member of Provincial Parliament or City Councillor
 - Write a letter or make a deputation
 - Organize!
- 

Allies and Partners

- Community Legal Clinics and ACTO
- Federation of Metro Tenants' Associations (FMTA)
- Tenant associations and unions
- ACORN
- Some politicians (it is very helpful to have a City Councillor to champion an issue)
- Community agencies
- Housing and tenant advocates



Questions?

Thank you!



Community and legal resources



[Find your community legal clinic](#) or call 1-800-668-8258

Legal Aid Ontario: [How do I apply for Legal Aid?](#)

[Visit Pro Bono Ontario](#) or call 1-855-255-7256

[Ontario Legal Information Centre](#) offers appointments with a lawyer, in English or French.

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QUESTIONS or COMMENTS?

Contact info@cleoconnect.ca