

The Law and Gender-Based Violence in Housing

Julie Matheson | June 18, 2026

About the Canadian Centre for Housing Rights (CCHR)

CCHR is Canada's leading non-profit organization working to advance the right to housing. We do this through:



SERVICES

Empowering renters to claim their rights and stay housed.



EDUCATION

Sharing knowledge and tools that transform lives.



POLICY ADVOCACY

Engaging with communities and proposing realistic solutions.



RESEARCH

Creating knowledge and informing evidence-based solutions.



LAW REFORM

Advancing housing rights legal frameworks.

AGENDA

1. When to use an N15
2. N15 Procedure
3. Limitations of the N15
4. Other gender-based violence issues at the LTB: Threats of Eviction

When to use an N15

N15s

The N15 is a notice of termination that a Tenant can give to their Landlord in situations of sexual or domestic violence and abuse.

- N15 – Tenant's Notice to End my Tenancy Because of Fear of Sexual or Domestic Violence and Abuse
- Outlined in section 47.1 of the *Residential Tenancies Act (RTA)*
- Allowed to use if you are the tenant, a joint tenant, or if you are one of those and a child living with you has experienced the violence

The process:

- Give the N15 with at least 28 days' notice
- Include EITHER an order or a statement

N15 Requirements - "Deemed violence"

To use an N15, the RTA defines its own requirements (in section 47.3(1)) for whether a tenant or a child residing with the tenant is "deemed to have experienced violence or another form of abuse":

- An order has been made under ss. 810(3) of the Criminal Code
- An order has been made under s. 46 of the Family Law Act
- An order has been made under s. 35 of the Children's Law Reform Act

OR

- The Tenant includes a statement that alleges specific acts or omissions

Statement alleging acts or omissions

If a Tenant does not have, does not want, or cannot access any of the specific orders, they can also provide a statement compliant with the RTA that alleges the abuser did any of the following:

- Intentionally or recklessly causing bodily harm to the tenant or child or damage to property
- Caused the tenant or the child to fear for their own safety or the child's safety
- Forced confinement of the tenant or the child
- A series of acts which collectively caused fear for safety, including following, contacting, communicating with, observing, or recording
- Sexual violence against the tenant or the child

Who counts?

The person against whom the order or allegation is made must be:

- A spouse or former spouse of the tenant
- A person with whom the tenant has lived in a conjugal relationship outside marriage
- A person who was in a dating relationship with the tenant
- A person who resides in the rental unit and who is related, including through marriage, to the tenant or to a child who resides with the tenant

N15 Procedure

How to use an N15

1. Gather documents or prepare statement
 - Ensure you have one of the Orders mentioned, or prepare a statement that complies with ss. 5
2. Complete the N15
3. Provide the N15, and the order/statement, to the Landlord with at least 28 days' notice of the termination date
4. Leave the unit by the termination date
5. Leave behind the Last Month's Rent deposit
6. The Landlord can only enter to show the unit after the tenant has left
7. The Board can consider whether the documents were genuine, but NOT whether the allegations in a statement were true

N15 Limitations

Potential Issues

There are some things to be aware of when using an N15:

- It can only be used to end/leave a tenancy – it does not enable the Tenant to force an abuser to leave so that they may stay
- Loss of the Last Month's Rent deposit – even if the tenant leaving paid the deposit, it remains with the tenancy
- While the Landlord is required to keep the N15 confidential until after the Tenant leaves, the Tenant may not trust them to do so and the potential risks to their safety may be serious
- The Tenant may still be responsible for anything that happened *before* the N15 notice was given

Other Issues: Threats of Eviction

Gender-Based Violence and Risk of Eviction

In *Quadera Limited v Hamilton*, 2024 ONLTB 62139, even though the Landlord proved the claims made in their N5 eviction notices (i.e. that there was "screaming, crying, swearing, and the sounds of fighting and items being smashed" on the dates alleged), the Tenant testified that this noise was the result of her "being violently assaulted by her former boyfriend."

The Tenant said that "anyone hearing the sounds... would have heard her screaming" but no one – including neighbours and employees of the Landlord – ever offered her help or asked if she needed any help.

The adjudicator agreed with the Tenant's Representative that "the impact of the Tenant's experience of domestic violence should not be compounded by being evicted" and granted conditional relief from eviction (the condition was that the Tenant no longer smoke in the unit).

Resources for Tenants

- The Canadian Centre for Housing Rights
www.housingrightscanada.com
416-944-0087
- The Human Rights Legal Support Centre
www.hrlsc.on.ca
- The Human Rights Tribunal of Ontario
www.tribunalsontario.ca/hrto/
- Legal Clinics
www.legalaid.on.ca/legal-clinics/

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