



MEMORANDUM

TO: Landlord and Tenant Board (LTB) Stakeholders

FROM: Ian Speers, Associate Chair
Lindiwe Bridgewater, Registrar

DATE: September 21, 2026

RE: **Bill 60 and Bill 97 Amendments to the *Residential Tenancies Act, 2006* (Effective September 21, 2026)**

Further to our memo on July 1, 2026, we are writing to inform you of several additional changes at the Landlord and Tenant Board (LTB) that will come into effect as of September 21, 2026. These changes reflect amendments to the *Residential Tenancies Act, 2006* (RTA) introduced through the [*Fighting Delays, Building Faster Act, 2025 \(Bill 60\)*](#) and the [*Helping Homebuyers, Protecting Tenants Act, 2023 \(Bill 97\)*](#).

The following changes will take effect today, on September 21, 2026:

- **Notice Requirements for N12 (Landlord's Own Use Applications):**
For notices served on or after September 21, 2026, if the landlord gives at least 120 days' notice to end a tenancy for personal use using an N12 Notice, they are no longer required to:
 - Pay compensation to the tenant, or;
 - Offer the tenant another acceptable unit

If the landlord provides less than 120 days' notice, the existing compensation rules will apply. This change does not apply to N12 notices served for purchaser's own use of the rental unit.

- **Landlord Occupancy following Eviction for Landlord's Own Use**
Effective September 21, 2026, the landlord or another specified person (such as an immediate family member or their caregiver) must normally take occupancy **within 60 days** of the date specified in the N12 Notice to End Tenancy for Landlord's Own Use.

If the Landlord or intended person does not take occupancy within this time frame, it may be presumed that the notice of termination was given in bad faith. The tenant may file a T5 Application: Landlord Gave Notice of Termination in Bad Faith.



This change does not apply to N12 notices served for a purchaser's use of the property.

- **Notice Requirements for N13 (Ending a Tenancy Early due to Repairs, Renovations or Demolition):**

If a landlord files a N13 Notice of Termination to end a tenancy due to renovation and repairs, the tenant has the right to move back into the rental unit once the work is done at a rent that is no more than what the landlord could have charged if there had been no interruption in the tenancy.

If the tenant provides written notice on or after September 21, 2026, that they intend to move back into the rental unit once the work is completed, the landlord must:

- Notify the tenant in writing of the estimated date the renovations or repairs will be finished, without delay
- If the estimated completion date changes, notify the tenant without delay
- Notify the tenant in writing when the work is completed and the rental unit is ready for occupancy.

The landlord must also provide the tenant with 60 days' notice to reoccupy the unit following the completion of renovations if the work is completed on or after September 21, 2026.

- **Remedies for Tenants (Right of First Refusal)**

Under the existing rules, tenants may apply to the LTB using a T5 Application: Landlord Gave Notice of Termination in Bad Faith if they give written notice to their landlord that they want to move back into the rental unit after repairs or renovations are completed, and the landlord did not allow them to move in.

Effective September 21, 2026, the deadline for a tenant to file a T5 Application will change. The new deadline is two years after the date the tenant moves out, or within six months after the renovations are finished, whichever date is later.

Effective September 21, 2026, if a tenant gives written notice to their landlord that they want to move back into the rental unit after repairs or renovations are completed, and the landlord did not provide the required information about when the unit would be ready for occupancy or did not give the tenant 60 days to move in, it is presumed that the landlord failed to give the tenant a right of first refusal. The landlord has an opportunity at the hearing for the T5: Application to prove that the N12 Notice was not served in bad faith.



Applications for Non-Payment of Rent (N4)

- **N4 (End Tenancy Early due to Non-Payment of Rent)**

The notice period for an N4: Notice to End Tenancy Early due to Non-Payment of Rent is shortened from 14 to 7 days. A revised version of the notice form is now available on the Tribunals Ontario Portal and Website.

UPDATED: [N4: Notice to End Your Tenancy Early Due to Non-Payment of Rent](#)

- **Tenant's Ability to Raise Issues at a Hearing for Non-Payment of Rent**

In order to raise other issues at a hearing for non-payment of rent (such as maintenance or Tenant's Rights concerns), the tenant **must pay the landlord half of the rent arrears** claimed in the landlord's application at least seven days before the hearing.

This applies if the landlord filed the rent arrears application on or after September 21, 2026.

Payment must be made directly to the landlord. It cannot be paid to the LTB in trust. Tenants should keep a receipt as proof of payment.

The existing requirement that the tenant provide the landlord and the LTB with a description of all the issues they want raise at least seven days before the rent arrears hearing continues to apply.

UPDATED: [Issues a Tenant can Raise at a Hearing about a Landlord's application for Non-Payment of Rent \(Form\)](#)

- **Persistent Late Payment of Rent**

As of September 21, 2026, a tenant is considered to have persistently failed to pay rent on the date it becomes due when the rent is received more than seven days after the due date, at least three times within a six-month period.

However, if the only reason the payment is late is the landlord applied the tenant's rent payment to another amount the tenant owed, such as rent arrears from an earlier period or unpaid utility charges, it is not considered late for this purpose.

A tenant may also be found to have persistently failed to pay their rent on the date it became due in other circumstances.



- **Circumstances to Set Aside (or cancel) an LTB Eviction Order**

Effective September 21, 2026, the LTB may grant a tenant's motion to cancel an eviction order that was based on an agreement between a landlord and tenant to end the tenancy, or on a notice given by the tenant to end the tenancy, only if the LTB is satisfied that doing so would not be unfair.

The LTB cannot consider changes in the tenant's circumstances that occurred after the agreement was made or after the tenant gave notice to end the tenancy.

- **Circumstances to Delay an LTB Eviction Order**

Effective September 21, 2026, if the hearing is held to consider a landlord's eviction application the LTB may only order that an eviction be delayed if certain conditions are met.

If the landlord agrees, the LTB may delay the eviction.

If the Landlord does not agree, the LTB must be satisfied that:

- It would not be unfair to the landlord or other tenants in the residential complex to delay the order
- There are compelling reasons to delay the order

For notices of termination for landlord or purchaser's own use and renovation or repairs, the LTB must only be satisfied that a delay would not be unfair to the landlord or other tenants in the residential complex.

LTB's Updated Rules of Procedure

The LTB's Rules of Procedure have been updated to improve clarity and formatting, reflect recent legislative amendments, and align with current practices.

UPDATED: [LTB's Rules of Procedure](#)

Updated Forms

Effective September 21, 2026, the following forms have been updated and replaced on the Tribunals Ontario Portal and website. The old version of these forms will **no longer be accepted as of November 30, 2026**.

- **N5:** Notice to End Your Tenancy for Interfering with Others, Damage, or Overcrowding



Tribunals Ontario

Landlord and Tenant Board

Tribunaux décisionnels Ontario

Commission de la location immobilière

- **N6:** Notice to End Your Tenancy for Illegal Acts or Misrepresenting Income in a Rent-Geared-to-Income Rental Unit.
- **N8:** Notice to End your Tenancy at the End of the Term
- **N12:** Notice to End your Tenancy Because the Landlord, a Purchaser, or a Family Member Requires the Rental Unit
- **N13:** Notice to End your Tenancy Because the Landlord Wants to Demolish the Rental Unit, Repair it, or Convert it to Another Use
- **L1:** Application to evict a tenant for non-payment of rent and to collect rent the tenant owes
- **L2:** Application to End a Tenancy and Evict a Tenant or Collect Money
- **L9:** Application to Collect Rent the Tenant Owes
- **L10:** Application to Collect Money a Former Tenant Owes
- **T5:** Tenant Application – Landlord Gave a Notice of Termination in Bad Faith

All updated rules, forms, instructions, and brochures are available on the Tribunals Ontario Portal and the Tribunals Ontario website.

We encourage you to review your current processes and make any necessary adjustments to ensure compliance with these new rules, processes and timelines.

Sincerely,

Ian Speers
Associate Chair

Lindiwe Bridgewater
Registrar