N15

Notice To End Tenancy Due To Fear of Sexual or Domestic Violence and Abuse







An Overview

What is Form N15

Form N15 is a notice that allows survivors to end their tenancy early, if they believe that they, or a child living with them, may be at risk of harm if they remain in the unit (Peel Region, 2017).

For most types of tenancies, tenants must provide 60 days' notice to end a lease. However, since September 8, 2016, the Residential Tenancies Act was amended through <u>Bill 132</u>, <u>Sexual Violence and Harassment Action Plan Act, 2016</u> to give survivors, or their children, who have experienced violence or abuse the right to leave unsafe housing and terminate their lease early. This also removes any financial responsibility for the unit once the survivor leaves (<u>ACTO, 2025</u>).

The N15 notice can be used when the survivor or the child have experienced:

 Intimate Partner Violence (IPV) from an intimate partner or former intimate partner (RTA, 2006, s.47.3 (4)) ACTO, 2025).

- Family Violence such as the mistreatment or neglect of a child or adult from a family member, or from someone with whom they have an intimate relationship (<u>Department of</u> <u>Justice</u>, 2025).
- Sexual Violence, including exploitation, harassment, stalking, or assault. In this instance, the person causing harm can be anyone, including a partner, former partner, or family member (RTA, 2006, s. 47.3 (3)).
- Gender Identity Abuse such as denying the survivors identity, using the wrong pronouns or name or controlling their gender expression (ACTO, 2025).



Gender Identity Abuse

This is a form of abuse in which the person causing harm uses a person's gender identity or expression to demean, manipulate, and control them (ACTO, 2025).

N15s and The Landlord and Tenant Board

The Landlord and Tenant Board (LTB) is an independent tribunal in Ontario that resolves disputes between landlords and tenants in residential tenancy matters. It has the authority to review applications, hold hearings, and issue orders in accordance with the RTA.

A survivor who submits the N15 form can end their tenancy with just 28 days notice (RTA, 2006, s.47.1, 47.2). This ensures the survivor is no longer financially responsible for the unit once they vacate (ACTO, 2025). Also, the termination date does not have to be the last day of a rental period or of a fixed term lease, as would normally be required when a tenant gives a standard termination notice to the landlord.

Given that the N15 involves sensitive and often personal circumstances, it's important that both the landlord and the survivor tenant understand and follow important responsibilities with care and respect throughout the process.

N15s Instructions for Survivor Tenants

Survivor tenants who are thinking about completing the N15 form may want to take extra care to protect their online privacy. For example, by avoiding leaving digital traces that could be found by the person they are trying to leave.

This can include clearing search histories, using private browsing, or accessing information from a safe device. It's also very important to fill out the N15 form accurately and truthfully. In Ontario, knowingly providing false information on this form can have serious legal consequences, including fines of up to \$25,000 (Peel Region, 2017).

This does not mean survivors need to prove their experiences to give the landlord the N15.



Safety Tip

When researching and accessing information about the N15 (or other information related to GBV) survivors should consider their online safety.

If they share a device with the person causing harm or if they suspect that their online activity may be monitored, it may be most safe to use a friend's device or the public library to download and complete the N15 form.

Learn more about <u>online safety for survivors</u> here

For a survivor tenant to give the N15 notice, two documents must be provided to their landlord/housing provider:

- 1. A completed and signed N15 (Tenant's Notice to End my Tenancy Because of Fear of Sexual or Domestic Violence and Abuse).
 - Identify the rental unit for which the notice is given;
 - State the date on which the tenancy is to be terminated;
 - Signed by the person giving the notice or the person's agent/representative.
- 2. A completed and signed <u>Tenant's</u> <u>Statement about Sexual or Domestic Violence and Abuse</u> declaring that the tenant or a child living in the unit has experienced domestic or sexual abuse or a copy of a court order, such as a restraining order or a peace bond (<u>Steps to Justice</u>, 2024)

In a recent research study conducted by ACTO (2025), interviewees noted that the N15 notice is a straightforward tool to escape violence in their homes quickly. One of the lived-experience interviewees shared their experience using the N15 to leave their home due to IPV.

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"Easy, super easy. Like I just have to fill in one form very simple and then attach the bail conditions".

- Lived Experience Interviewee (LE15))

Landlord Responsibilities

Landlords have legal responsibilities that must be adhered to after receiving an N15 notice from a tenant. The responsibilities are as follows:

- Must keep the completed N15 form confidential.
- Must not disclose the submitted N15 notice to the remaining joint tenant(s) during the notice period.
- Must not advertise or identify the vacant unit as available unless the survivor tenant or all joint tenants have vacated the unit.
- Must not access the unit to show prospective tenants until the survivor tenant or all joint tenants have vacated the unit (Peel Region, 2017)

It is against the law for the landlord to share these documents or the information in them with other people. If a landlord tells other people, including other tenants in the unit (if any), they could be fined as much as \$50,000 (for an individual landlord) or \$250,000 (for a company landlord).

Note: There are some exceptions. The landlord may have to share this information with their employees such as a superintendent or property manager, and they must also keep it confidential. Or, the landlord may be required by law to share information with other people who are investigating the situation. See section 47.4 of the Residential Tenancies Act, 2006 for the rules about the confidentiality of this information (<u>Tribunals Ontario, 2025</u>).

Important Information for Survivor Tenants Considering Serving a N15 Notice

The N15 notice allows tenants (or a child who is living with the tenant) who have experienced violence or abuse to move out of their rental units early. If you are living with a co-tenant(s) and have a joint tenancy, please note the following information:

- The last month's rent deposit cannot be used to pay the first and last month's deposit for your new apartment or unit ((RTA, 2006, s. 47.2(8)).)
- The last month's rent deposit will remain with the tenant(s) who is staying in the unit, even if you were the one who personally paid some or all of the deposit to the landlord.

In our research, one lived-experience interviewee who terminated their sole tenancy using the N15 notice stressed its importance, stating that it saved them from having to pay another month of rent for a unit that was no longer safe for them to live in.

However, 28 days was not enough time for this interviewee to secure a new unit, and so they reluctantly moved into their car after leaving home (Lived Experience Interviewee, L15). Similarly, one service-provider interviewee felt that the N15 notice had limited usefulness within the context of the affordability crisis.

While they had encouraged survivors in joint tenancies to use the N15 notice to ensure their safety, they were aware that survivors would face challenges to find affordable housing after leaving.



"The thing is, we would do the N15s more, if people had a place to go. There's just nowhere to go"

- Service Provider (SP21)

In other words, although the RTA provisions for the N15 notice are intended to help survivors escape violence by allowing them to leave their homes, the ongoing housing affordability crisis may place survivors who make use of them at risk of homelessness and housing instability (ACTO, 2025).

44% of legal-professional survey respondents knew about the earlytermination provisions under the N15 notice, compared with 32% of shelterprovider survey respondents. professional interviewees reported that when they had raised the use of N15 notice at an LTB hearing, adjudicators handled the matter with sensitivity (SP31).



"The LTB was pretty good about it, like closing off the room and making it private so that the survivor could speak safely"

- Service Provider (SP31)

Some survivors had also opted not to use the N15 notice because they were afraid to tell their landlords about the violence they Service-provider were experiencing. interviewees also noted that survivors refrained from using the N15 notice because of their attachment to the person causing harm. This sense of compliance, guilt, and responsibility for the person causing harm is a typical effect of emotional and psychological abuse and can prevent survivors from leaving or asserting their rights. As one serviceprovider interviewee stated:



"Women have been hesitant to use it because they still feel they're responsible for [their] abuser..."Okay, I left, we're both on the lease...if I handed my N15 notice to end the lease I know my partner can't afford [the place] by himself and they are just gonna kick him out. Navigating that emotionally can be very difficult"

- Service Provider (SP38)

Policy Recommendation

Introduce a Mechanism to Legally Sever Joint Tenancies

The N15: Tenant's Notice to End my Tenancy Because of Fear of Sexual or Domestic Violence and Abuse has proven highly effective in allowing survivors to exit a lease. Most landlords don't oppose the use of the N15 notice because there is a financial incentive to having the tenants vacate a unit in order to re-rent to a new tenant.

There's no legal option for survivors who want to stay in their home but remove the person causing harm from the lease. This gap forces many survivors to move out, which can lead to:

- Financial instability
- Risk of homelessness
- Difficulty finding new housing (especially with high rents and few vacancies)

Therefore, the ability to legally sever joint tenancies would be an important step toward allowing survivors to safely remain in their homes, keep their housing stability and maintain ties to their community (ACTO, 2025).

For additional legal advice regarding N15s and/or how to go about using the N15 to leave vacate an abusive situation, please contact your local community legal clinic here.

For further insight into N15s, refer to ACTO's "The Journey to Housing Stability for Survivors of Gender-Based Violence", June 2025 research report.

Glossary References

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