

September 21, 2026 LTB Changes: Landlord Checklist

Tick these before your next N4, N12, N13 or LTB filing. One wrong date can mean starting over.

On **September 21, 2026**, Ontario's rules for N4s, N12s, N13s and rent-arrears hearings changed. Tick each box before you give a notice or file an application. Every item links to the official source.

1. N4 (unpaid rent): 7 days, counted correctly

- ☐ I'm using the **current N4**, downloaded today from the [LTB forms page](#) (instructions updated Sep 21, 2026).
- ☐ Termination date is **at least 7 days** after I give it. I didn't count the day I gave it. ([N4 instructions](#))
- ☐ Mailing it? I added **5 days** first. Courier? I added **1 business day**. Example from the LTB: handed over Mar 3 → Mar 10; mailed Mar 3 → Mar 15.
- ☐ I'm **not** posting it on the door.
- ☐ It claims **rent only**: no NSF fees, utility bills or last month's rent deposit. Totals on page 1 and page 3 match.
- ☐ I'll file the L1 no earlier than the day after the termination date. If the tenant pays everything owing by then, the N4 is void.

Why this matters

The LTB's Guideline 10 says an incorrect termination date "cannot be amended or corrected after the Notice is given to the tenant and likely makes a Notice invalid." If the notice is defective and not substantially compliant, the eviction part of the application is dismissed, and you start again with a new notice and a new non-refundable filing fee (\$201, or \$186 online). ([Guideline 10](#) • [LTB fees](#))

2. L1 hearings: the half-arrears rule (L1s filed on or after Sep 21, 2026)

- ☐ I know a tenant who wants to raise other issues (like repairs) must pay me **half the arrears claimed**, directly, at least **7 days before the hearing**, and still give written notice of the issues 7 days before.
- ☐ I give a receipt for every payment and record the date and amount in my ledger the same day.

3. Persistent late payment, now defined

- ☐ My ledger shows each due date and the date each payment actually arrived.
- ☐ I know the test: received **more than 7 days late, at least 3 times in 6 months**. A payment I applied to other amounts owing doesn't count as late. ([LTB update](#))

4. N12 (you or family moving in)

- ☐ At least **60 days**, ending on the last day of a rental period or term. Mail adds 5 days first. ([N12 instructions](#))
- ☐ No compensation only if: own use, given on or after Sep 21, 2026, **at least 120 days**, and the date is the last day of a rental period or term. Otherwise I pay one month's rent (or offer an acceptable unit) **by the termination date**. Not available for a purchaser's own use.
- ☐ The person named will move in **within 60 days** of the N12 date. If not, bad faith is presumed at a T5. ([T5 instructions](#))

N12 handed over Fri Oct 23, 2026 (rent due on the 1st)	Earliest date	Compensation
60-day minimum	Dec 31, 2026	One month's rent by Dec 31
120-day option (120 days = Feb 20; must end a rental period)	Feb 28, 2027	None; move in by Apr 29, 2027

5. N13 (renovations): if the tenant wants back in

- ☐ The tenant told me in writing they want to move back in. I gave them the **estimated completion date in writing**, and I'll tell them in writing about any change.
- ☐ I'll tell them **in writing when the unit is ready** and give them **60 days** to move back in. Missing these creates a presumption at a T5.
- ☐ I know the T5 deadline: the later of 2 years after they move out or 6 months after the work is done.

6. Forms and deadlines

- ☐ I deleted saved copies of the N5, N6, N8, N12, N13, L1, L2, L9, L10 and T5. **Old versions are not accepted as of Nov 30, 2026.**
- ☐ I know I have **15 days** (not 30) to request a review of an LTB order (since July 1, 2026; [LTB update](#)).
- ☐ I know the LTB now has less room to delay or set aside an eviction (for example, it can't consider changes in the tenant's circumstances on a set-aside). ([LTB update](#))

What bad faith can cost (N12 or N13)

If the LTB finds a landlord acted in bad faith, it can order, for example, the rent difference for up to a year, moving and storage costs, general compensation of up to 12 months' rent, and an administrative fine. The LTB's monetary limit is \$50,000. ([T5 instructions](#))

Want the dates, ledger and paperwork in one place?

I made the **Ontario Small Landlord Toolkit 2026 (\$19 CAD)** for small landlords like me. It has an N4 date calculator with a persistent-late checker, a rent and expense tracker, rent receipts, a screening scorecard, Kijiji/Facebook reply scripts, a move-in/move-out inspection form and an LTB evidence pack. Updated for the Sep 21, 2026 changes.

Get it: payhip.com/b/6eVgd · Code **LAUNCH15** takes 15% off until Nov 5, 2026.

It helps you get dates, records and forms in order. It can't guarantee any LTB outcome. Full guide with worked examples: ontariolandlordkit.ca/ltb-changes-september-2026

Sources: Tribunals Ontario: [Legislative changes effective Sep 21, 2026](#) · [N4 instructions](#) · [N12 instructions](#) · [LTB Interpretation Guideline 10](#) · [T5 instructions](#) · [LTB fees](#) · [LTB forms](#) · [Bill 60, Schedule 12 \(ontario.ca/laws\)](#) · [LTB changes effective July 1, 2026](#)

Not legal advice. Plain-language information from a small Ontario landlord, based on official sources checked October 23, 2026. Laws and forms change; check the linked source before you act, and talk to a lawyer or licensed paralegal (or call the LTB at 1-888-332-3234) about your situation. Not affiliated with the Government of Ontario, Tribunals Ontario or the LTB.