







## How and When a Landlord Can Evict a Tenant in Ontario

Did you know that almost [one out of 10 households](#) in Canada reported facing evictions at certain points in their lives? Even though landlords have the legal right to evict tenants, they still need to adhere to regulations in the Residential Tenancies Act (RTA).

If you're a landlord who wants to evict a tenant, you must have a valid reason before you can file an eviction notice. These include not paying rent, late payments, property damage, and personal use by the landlord.

But what usually leads up to an eviction? This article will explore the various situations that result in landlords legally removing tenants from their rented homes.

### Key Takeaways

- A landlord can legally evict a tenant due to non-payment of rent, late payments, damage to property, and if the landlord wants to use the property for personal reasons.
- To lawfully evict a tenant, the landlord must provide a written notice, apply for an eviction order at the LTB, attend hearings, and obtain an eviction order.
- The quickest way to evict a tenant is through a method called cash-for-keys, in which a landlord buys out the tenant's lease.

## What It Means to Evict a Tenant

Evicting a tenant means using legal methods to force a tenant to leave a rented property, following the legal procedures outlined in the RTA. An eviction is a formal procedure that involves:

- Providing a written eviction notice;
- Attending hearings at the Landlord and Tenant Board (LTB); and,
- Obtaining an eviction order from the court to vacate the rented property.

Eviction typically starts with the landlord serving the tenant a Notice to End Tenancy that explains the circumstances leading to the filing of the notice. The landlord then applies to the LTB for an eviction order. If the application is valid, the court schedules a hearing.

## Reasons to Evict a Tenant

Here are a few circumstances that lead landlords to initiate an eviction process:

- Frequently late payments of rent
- Not paying the rent
- Damage to property
- Disturbing the landlord or other tenants
- Overcrowding in the unit
- Violating the terms of a lease
- Breaching of the rental contract
- The tenant signs the [N11 form](#) (Agreement to End the Tenancy) with the landlord but changes their mind and refuses to move out

