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**Use this form for Applications in 2024**

**Apply to the financial institution that administers your locked-in account.**

**Do not apply to the Financial Services Regulatory Authority of Ontario (FSRA).**

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Please read the User's Guide before you fill out your Application.

**Use this form to apply to unlock and take out money from your Ontario locked-in account (locked-in retirement account (LIRA), life income fund (LIF) or locked-in retirement income fund (LRIF)) based on financial hardship for arrears of rent or default on secured debt (mortgage) payments on your main home.** You must face eviction if the arrears are unpaid.

You cannot apply more than one time during a calendar year for arrears of rent or secured debt (mortgage) payments.

You must apply to take out at least \$500. You cannot apply to take out more than the maximum amount allowed. Please refer to the User's Guide.

Tax will be deducted from any amount you are approved to take out. Other amounts may be deducted as well. You should ask your financial institution for an estimate of the amount that will be deducted. Do this before you decide how much money you want to apply to take out. You cannot apply for an amount greater than the maximum amount allowed.

Any amount taken out from your locked-in account may affect your government benefits. Contact the government department or agency that provides those benefits for more information.

When you take out money from your locked-in account, the money will lose creditor protection. Taking out money now also means it will not be available for retirement income in the future.

Note: Under privacy rules, your financial institution must:

- tell you why it collects, uses or discloses your personal details; and
- comply with all applicable privacy rules.

## Part 1 - Information About the Owner of the Ontario Locked-in Account

### 1. Provide your personal details

Last Name	First Name
Middle Name	Date of Birth (yyyy/mm/dd)

#### Mailing Address

Unit Number	Street Number	Street Name	
City/Town	Province/State	Postal Code/Zip Code	Country
Contact Number	Fax Number	Email Address	

### 2. Provide the following information about your Ontario locked-in account

Name of Financial Institution and Policy Number or Account Number of your Ontario locked-in account

### 3. The User's Guide defines who a "spouse" is for the Application. If you have a spouse on the date you sign this Application, provide details about your spouse:

Last Name	First Name
Middle Name	Date of Birth (yyyy/mm/dd)

☐ Check this option if the Spouse's Mailing Address is the same as your Mailing Address, or complete the following:

Unit Number	Street Number	Street Name	
City/Town	Province/State	Postal Code/Zip Code	Country

☐ Check this option if the Spouse's Contact Number is the same as your Contact Number, or complete the following:

Spouse's Contact Number

## Part 2 - Arrears of Rent or Default on a Secured Debt (Mortgage)

You or your spouse must have arrears of rent or default on secured debt (mortgage) payments on **your** main home. You or your spouse must have received a written demand for payment of the arrears or default. You must face eviction if the arrears of rent or default on a debt secured against your principal residence remain unpaid.

### 1. Other than this Application, have you applied during 2024 to take out money from this locked-in account for arrears of rent or default on secured debt (mortgage) payments on your main home?

☐ Yes ☐ No

If you answered “**Yes**”, you cannot apply again in 2024 to take out money from this locked-in account for arrears of rent or default of secured debt (mortgage) payments on your main home. You must wait until 2025 to apply again.

### 2. What is the maximum amount you can take out?

The maximum amount you can unlock and take out is the smaller of:

a) 50% of the Year's Maximum Pensionable Earnings (YMPE) for 2024, which is:

\$

**And**

b) (i) The sum of the total amount of arrears of rent on your main home. Also include the total amount of rent payable for a period of 12 months after the date the Application is signed. The total of these amounts is:

**Or**

\$

(ii) The sum of the total payments in default on a secured debt (mortgage) on your main home. Also include the total amount of payments due plus interest payable on the debt for the 12 months after the date the Application is signed. The total of these amounts is:

c) Enter the smaller of 2a and 2b – this is the maximum amount you can take out:

\$

### 3. How much money are you applying to take out from this locked-in account?

\$

Note that you are not allowed to apply to take out an amount:

- greater than your locked-in account balance;
- greater than the maximum amount you are allowed to take out (box 2c); or
- less than \$500.

**Note: If your application is approved, the amount you have applied to take out will be reduced by withholding tax. There may also be other additional amounts deducted.**

### 4. What main home has the arrears of rent or secured debt (mortgage)?

The main home must be one of the following:

- ☐ Your main home at the address identified in Part 1 of this Application; or
- ☐ Your main home at the following address:

Unit Number	Street Number	Street Name		
City/Town	Province/State	Postal Code/Zip Code	Country	

#### Additional documents required:

You must give your financial institution a copy of the written demand for payment of the arrears of rent or default on the secured debt (mortgage). Please see the User's Guide for more details.

### Part 3 - Certification by the Owner of the Locked-in Account

Please read the User's Guide before you complete this Certification.

This Certification cannot be dated more than 60 days before your financial institution receives this completed Application.

#### Certification

I own the locked-in account identified in Part 1 of this Application. I hereby apply to take out from the locked-in account the amount set out in Part 2 of this Application. I understand the amount I am approved to take out will be reduced by withholding tax payable on the money taken out from the account. I understand additional amounts may also be deducted by my financial institution.

I certify that on the date I sign this Certification: (Check only one of the following options.)

- ☐ I have a spouse\*, and my spouse consents to taking out this money from the locked-in account.  
**(If you select this option, you will need your spouse to complete Part 4 of this Application.)**
- ☐ I have a spouse\*, but on the date I sign this Certification, I am living separate and apart from my spouse due to a breakdown in our spousal relationship.  
**(If you select this option, your spouse does NOT need to complete Part 4 of this Application.)**
- ☐ I have a spouse\*, but none of the money in my locked-in account comes, directly or indirectly, from a pension benefit related to my past or current employment. (See the User's Guide for an explanation and examples.)  
**(If you select this option, your spouse does NOT need to complete Part 4 of this Application.)**
- ☐ I do not have a spouse\*.

I also certify that:

- (a) all the information in this Application and in the accompanying documents is accurate and complete;
- (b) I could face eviction if the arrears of rent or default on a debt secured against my main home remains unpaid; and
- (c) I have not previously applied in 2024 to take out money from this locked-in account for arrears of rent or default on a secured debt (mortgage).

I understand that:

- (a) any money taken out from the locked-in account will no longer be exempt under section 66 of the Ontario Pension Benefits Act from execution, seizure or attachment by people such as creditors;
- (b) it is an offence under the Ontario Pension Benefits Act to provide information in this Application which is not true, accurate and complete, punishable on conviction by a maximum fine of \$100,000 for a first conviction, and a maximum fine of \$200,000 for any subsequent conviction; and
- (c) it is a criminal offence under the federal Criminal Code for anyone to knowingly make or use a false document with the intent that it be acted on as genuine, punishable on conviction by a maximum term of 10 years imprisonment.

\*Please refer to the User's Guide for the definition of "spouse" under the Ontario Pension Benefits Act.

**The owner of the locked-in account must sign this Certification.**

Signature of Owner	Date Signed (yyyy/mm/dd)
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## Part 4 - Consent of the Owner's Spouse to the Application

This Part needs to be completed **only** if the owner of the locked-in account selects the first option in Part 3 of this Application, which confirms that the owner has a spouse, and the circumstances require spousal consent. If the owner selected the first option in Part 3 of this Application, the owner cannot make this Application unless the owner's spouse consents to the owner taking money out of the account. The owner of the locked-in account cannot complete this Part.

**If you are the spouse of the owner of the locked-in account, then you are being asked to consent to the owner's Application. The owner is applying to unlock and take out money from their account. You should get advice from a lawyer about your rights and the legal consequences of signing the following Consent. You are not obligated to sign the Consent.**

If you wish to consent to the owner's Application, please read the following Consent. If you are satisfied that the Consent correctly describes your situation, please sign, date and fill in the required information.

**The Consent will not be valid for this Application if the Consent is dated more than 60 days before the date the financial institution receives it.**

### Consent

I am the spouse of the owner of the locked-in account identified in Part 1 of this Application.

I understand that:

- (a) the owner is making an Application to unlock and take out money from the locked-in account;
- (b) the owner cannot take out the money from the locked-in account without my consent;
- (c) as long as this money is kept in the locked-in account, I may have a right to a share of this money (this would happen if there is a breakdown in our spousal relationship or if the owner dies); and
- (d) if any money is taken out from the locked-in account, I may lose any right that I have to a share of the money taken out.

I consent to the owner's Application to take out money from the locked-in account.

I give my consent by signing and dating this Consent.

Signature of Owner's Spouse	Date Signed (yyyy/mm/dd)
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### Spouse Information

Last Name	First Name	Middle Name
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