

# HOUSING LAW IN ONTARIO

WHAT  
YOU NEED TO KNOW WHEN RE-  
ENTERING THE RENTAL MARKET

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Scarborough  
Community  
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# TOPICS

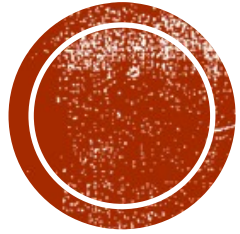
1. Commencing a Tenancy

2. During a Tenancy

3. Ending a Tenancy



# PART I - COMMENCING A TENANCY



- A. The RTA
- B. Types of tenancies and types of accommodations
- C. The standard lease
- D. Enforceable and non enforceable clauses

# *THE RESIDENTIAL TENANCIES ACT, 2006*

The RTA is the law that governs relationships between *residential* landlords and tenants in Ontario

The RTA creates the Landlord and Tenant Board (LTB) and the Rental Housing Enforcement Unit

There have been recent, important amendments made to the RTA that you need to be aware of:

The *Rental Fairness Act, 2017* (Bill 124)

Restoring Trust, Transparency and Accountability Act (Bill 57)

*Protecting Tenants and Strengthening Community Housing Act, 2020* (Bill 184)

Helping Homebuyers, Protecting Tenants Act (Bill 97)

**Landlord:** Someone permits occupancy of a building, room or land.

**Tenant:** A person who pays rent in return for the right to occupy a building, room, or land.

**LTB:** A neutral body that resolves disputes between Landlord's and Tenants



# WHEN IS HOUSING COVERED BY THE RTA AND WHEN IS IT NOT?

Most living situations CAN be covered by the RTA, for example

- purpose built apartment rental
- condominium rentals
- rooming houses
- mobile homes
- care homes
- co-operatives
- subsidized housing
- Basement rentals
- Whole house rentals



Some living situations are expressly NOT covered by the RTA, for example:

- Seasonal or temporary living accommodation
- Student residence
- Nursing homes, emergency shelters, student residences or other institutional facilities.
- Sharing a bathroom or kitchen with the **landlord**, the landlord's spouse, child or parent or the spouse's child or parent
- A care home for short-term respite care
- **See Section 5 of the RTA for other exemptions.**

We often need to look at **the nature of the relationship between the renter and the landlord** to determine whether or not the RTA applies



# JOINT TENANTS AND TENANTS IN COMMON...AND SUBLETS AND ASSIGNEES AND ROOMMATES AND OCCUPANTS

There are numerous types of tenancies in Ontario, some which are not tenancies at all.

The two most common that you might see when you are renting from the landlord directly are:

- Joint tenancies → everyone is responsible for and entitled to 100%
- Tenants in common → the percentage you are responsible for and entitled to is defined, i.e. 50/50 or 40/60

There are also sublets and assignments

- Sublet → a temporary tenancy where you enter an agreement with the head tenant but where they preserve an interest
- Assignment → you step in the shoes of the former tenant, the former tenant has no remaining interest in the unit.

And don't forget roommates and occupants

- These are the most precarious with the fewest legal protections



# COMMENCING A TENANCY



Residential Tenancy Agreement  
(Standard Form of Lease)

- For most residential tenancies in Ontario, a landlord **MUST** use the standard form lease agreement provided by the Ontario government for all tenancies starting on or after April 30, 2018.
- The lease should generally include information for giving notices or documents to the landlord as well as other terms such as the rent, rental period, rental deposit, utilities, tenant insurance requirements and other terms or conditions.
- The standard lease applies to tenancies but does **NOT** apply to mobile homes or land lease homes, housing co-ops, subsidized units, or care homes.
- Both the landlord and the tenant must sign the lease no later than the day the tenant is to move in.
- The landlord must provide a copy of the lease to the tenant within 21 days after the tenant signs it and gives it to the landlord.
  - Tenants have the right to hold back **one months' rent** if they don't.

## Note

This tenancy agreement (or lease) is required for tenancies entered into on **March 1, 2021 or later**. It does not apply to care homes, sites in mobile home parks and land lease communities, most social housing, certain other special tenancies or co-operative housing (see Part A of General Information).

Residential tenancies in Ontario are governed by the *Residential Tenancies Act, 2006*. This agreement cannot take away a right or responsibility under the *Residential Tenancies Act, 2006*.

Under the Ontario *Human Rights Code*, everyone has the right to equal treatment in housing without discrimination or harassment.

All sections of this agreement are mandatory and cannot be changed.

## 1. Parties to the Agreement

### Residential Tenancy Agreement between:

#### Landlord(s)

1. Landlord's Legal Name

[Add a Landlord \(+\)](#)

#### Note:

See Part B in General Information

#### and Tenant(s)

1. Last Name

First Name

2. Last Name

First Name



# COMMENCING A TENANCY: DEPOSITS

- Generally a landlord may only collect a deposit in the amount of first and last month's rent and only on or before the date the tenancy starts per the agreement.
- A landlord may charge a key deposit that is not greater than the direct cost of the key or replacement keys. Such deposits must be refundable at the end of a tenancy.
- A landlord may **NOT** charge a damage deposit or any other deposit
- For folks on OW/ODSP → the Housing Stabilization Fund (HSF)



# COMMENCING A TENANCY: UNENFORCEABLE CLAUSES

The standard form lease agreements includes a section where landlord can fill in additional terms and clauses.

Unenforceable = no remedy for breach



Here are a few common, but unenforceable clauses:

- **No pet provisions** (*Residential Tenancies Act, 2006* section 14)
- **No roommates/overnight guests**
- **Damage deductibles** (*Residential Tenancies Act, 2006* section 20 and 62)
- **Termination clauses outside of the RTA** (*Residential Tenancies Act, 2006* section 37)



# COMMENCING A TENANCY: TENANT INSURANCE

Some landlords will insert into the lease a clause which says that tenants have to have tenant's insurance.

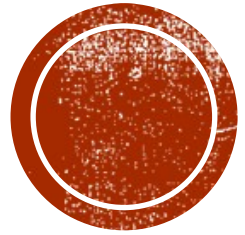
The first thing to check is whether the lease specifies what type of insurance they require, there are, generally speaking, two types:

1. Comprehensive personal liability insurance is insurance that could cover tenants if they were responsible for damage in their unit or the building, i.e. floods and fires.

2. Personal property or contents insurance is insurance that could reimburse tenants for personal belongings if damaged in a flood or fire for example.

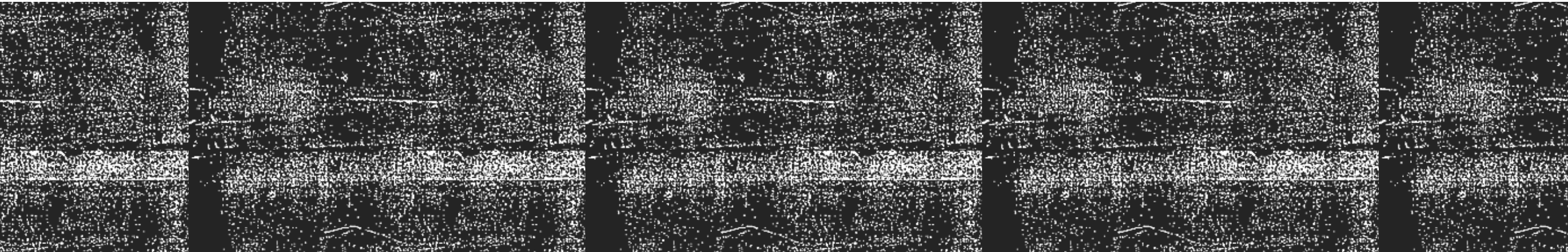
A landlord cannot require you to carry what is called contents insurance or personal property insurance.





# DURING A TENANCY

- A. Rent Increases
- B. Maintenance and Repairs
- C. Privacy and Reasonable Enjoyment



# DURING A TENANCY: RENT INCREASES

- Section 120 of the *RTA*, sets out that most residential landlords can only increase the rent by the set guideline amount determined by the Minister each year.
  - In accordance with section 106 ( 6) of the *RTA*, “a landlord of a rental unit shall pay interest to the tenant annually on the amount of the rent deposit at a rate equal to the guideline determined under section 120 that is in effect at the time payment becomes due. 2006, c. 17, s. 106 (6).
- The Minister calculates the guideline for each calendar year and it is provided as a percentage of your current rent. This amount **SHALL NOT** be more than 2.5% in any given year.

Year	Guideline%
2024	2.5
2023	2.5
2022	1.2



# DURING A TENANCY: RENT INCREASES



## VOID Rent Increase

- A rent increase will be considered **void** if it does not meet the requirements of s.116 of the Act
  - No notice of rent increase (NORI) was provided
  - Less than 90 days notice of rent increase provided
  - NORI does not set out the landlord's intention to increase the rent and the amount of the new rent
  - Notice not given on form approved by Board (must consider substantial compliance with respect to this issue)

## If the rent increase is VOID...

- *Has the tenant paid the increased rent for 12 consecutive months?*
  - If yes, the rent is deemed not void and cannot be challenged by the tenant. (s. 135.1)
  - If no, the tenant **may** challenge the rent increase. Because s. 136 of the Act does not apply to void rent increases, the tenant can challenge the rent increase even if they have not filed an application raising the issue of the rent charged within one year from the date the increased rent was first charged.

## UNLAWFUL Rent Increases

- A rent increase can be unlawful but not void, if the NORI meets the requirements of s. 116 of the Act but contravenes other sections of the Act. Ex:
  - The increased rent is above the amount permitted by the guideline
  - The NORI sets out an incorrect base rent
  - The NORI does not identify the percentage increase

## If the rent increase is UNLAWFUL...

- *When is the first time the landlord charged the increased rent?*
  - If the rent was first charged less than one year ago, the tenant can challenge the rent increase by filing an application raising the issue of the rent charged. This must be done within one year of the date the increased rent was first charged (s. 136)
  - If the rent was first charged more than one year ago, the increased rent is deemed lawful and can no longer be challenged by the tenant. (s. 136)



# DURING A TENANCY: ABOVE GUIDELINE RENT INCREASES

In addition to the guideline, landlords can apply to increase the rent by more than the guideline, to increase it above the guideline, where the claim to have experienced:

1. **An extraordinary increase in the cost for municipal taxes** and charges for the residential complex or any building in which the rental units are located.
2. **Eligible capital expenditures** incurred respecting the residential complex or one or more of the rental units in it.
3. **Operating costs related to security services** provided in respect of the residential complex or any building in which the rental units are located by persons not employed by the landlord. 2006, c. 17, s. 126 (1); 2017, c. 13, s. 22 (1).

An AGI allows a landlord to increase the rent by 3% over 3 years, **IN ADDITION** to the guideline AND landlords can apply for **consecutive AGIs** if they believe they have done the work to justify them.



# DURING A TENANCY: REPAIRS



- Landlords are responsible for maintaining the rental unit – three distinct responsibilities:
  1. in a good state of repair and
  2. fit for habitation and
  3. complying with health, safety, housing and maintenance standards.

A landlord must act “reasonably” in responding to repair and maintenance requests within a “reasonable” time-frame.

The landlord still needs to make repairs even if

4. The tenant knew about the issue when they moved in or
5. The tenant caused the damage

**There is no such thing as renting a unit  
on an “as is” basis.**



# DURING A TENANCY: REPAIRS

- Whether damage was caused by accident, by the tenant, or as a result of wear and tear does not change the landlord's obligation to maintain and repair a unit, it only changes who is responsible for the cost of the repairs.
- When tenants request repairs they should always:
  1. Do so in writing
  2. Note the date the issue arose, what the issue is and what repair you are asking the landlord to do
  3. ALWAYS keep a copy of maintenance requests you have made to the landlord and follow up with them if they are not responding.
- There are also resources like RHEU, MLS and RentSafe, which we will discuss later, that can help tenants whose landlords are not responding to maintenance requests or who are not providing adequate repairs.



# DURING A TENANCY: REPAIRS

- Landlords cannot cut off or interfere with any vital services
- Vital services are defined as:
  1. hot or cold water,
  2. fuel,
  3. electricity,
  4. gas and,
  5. during certain months of the year, heat.



# DURING A TENANCY: NOTICES OF ENTRY

- In accordance with section 25 of the RTA, “a landlord may enter a rental unit only in accordance with section 26 or 27. 2006, c. 17, s. 25.”
- Section 26 sets out the grounds for entry **without** notice / Section 27 sets the grounds for entry **with** notice.
- Generally, the landlord may only enter a rental unit with 24 hours’ written notice under the following circumstances:
  - To carry out a repair or replacement or do work in the rental unit.
  - To allow a potential mortgagee or insurer of the residential complex to view the rental unit.
  - To allow a engineers or architects in certain circumstances
  - To carry out an inspection of the rental unit if: the inspection is for the purpose of determining whether or not the rental unit is in a good state of repair AND it is reasonable to carry out the inspection.
  - For any other reasonable reason for entry specified in the tenancy agreement.



# DURING A TENANCY: NOTICES OF ENTRY

Entry WITHOUT Notice may be permissible where:

- The tenant consents
- There is an emergency
- Where housekeeping is provided
- To show the rental unit to prospective tenants if the landlord and tenant have agreed to terminate the tenancy or if there has been a notice of termination, the landlord enters the unit between the hours of 8:00 a.m. and 8:00 p.m. AND before entering, the landlord informs or makes reasonable efforts to inform the tenant of the intention to do so.



# DURING A TENANCY: NOTICES OF ENTRY II

The written notice of entry shall specify:

1. The reason for entry
2. The day of entry
3. The time of entry (between the hours of 8:00 a.m. and 8:00 p.m.)

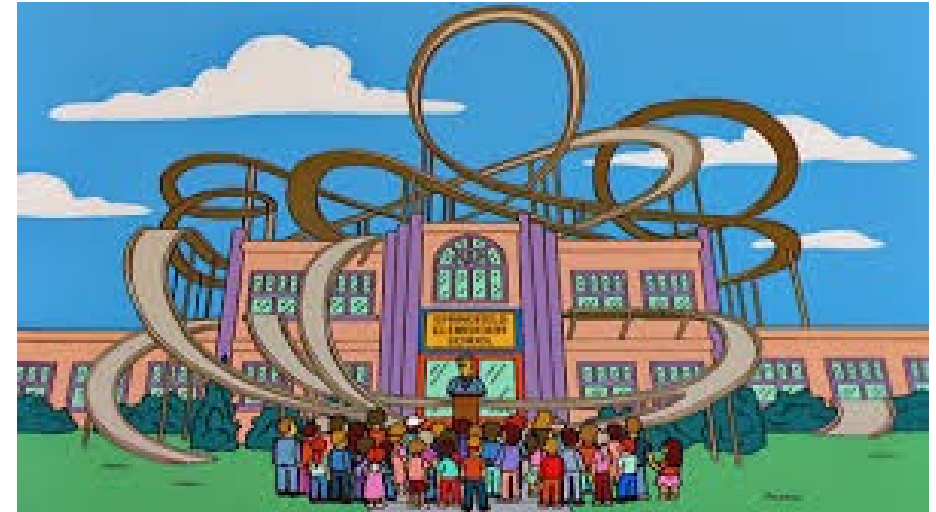
The landlord's notice of entry should specify a ***reasonable*** entry timeframe.

Generally speaking, entries that are set between the hours of 8:00 a.m. to 8:00 p.m. or longer are generally ***not*** reasonable.



# DURING A TENANCY: THE *HUMAN RIGHTS CODE OF ONTARIO*

- Tenants with disabilities are entitled to accommodation from their landlord to the point of undue hardship. Depending on the size and resources available to a landlord, this could include:
  - Installing a ramp for wheelchairs or mobility devices
  - Installing carpet/soundproofing to reduce noise
  - Additional notice for pest control or repairs
- It is important for tenants in need of accommodation that they:
  - Make their request for accommodation to the landlord in writing
  - Be clear about their need and accommodations being requested
  - Participate in creating an accommodation plan



# DURING A TENANCY: TENANT APPLICATIONS

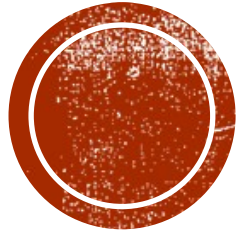
When a LL violates a tenant's rights, the tenant can file an application at the LTB. Some common tenant applications:

**T1: Tenant Application for a Rebate** Form used your landlord collected money from you that they should not have collected or failed to pay you money they owe you

**T2: Application about Tenants Rights** Form used for illegal entries, where the locks were unlawfully changed, for substantial interference, harassment, or interference with vital services

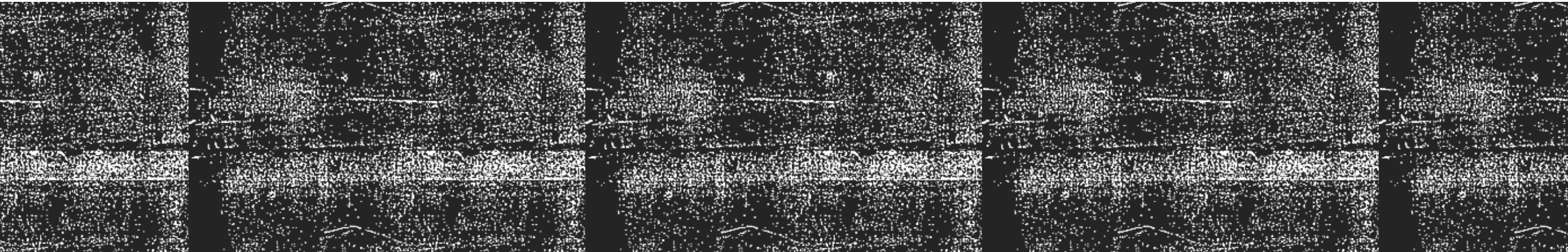
**T6: Tenant Application about Maintenance** Form used where the landlord has not repaired or maintained the rental unit or residential complex, or has not complied with health, safety, housing or maintenance standards





# ENDING A TENANCY

1. Termination by tenant
2. Termination by landlord



# ENDING A TENANCY: GENERALLY



- A landlord may **ONLY** terminate a tenancy in accordance with the RT.
- Generally, if there is no agreement to terminate nor a valid termination from the tenant, the Landlord may only terminate a tenancy:
- **FOR CAUSE** before the end of a period or term of a tenancy on grounds such as non-payment of rent, misrepresentation of income (on subsidized units), illegal acts, damages, interferences with reasonable enjoyment of other tenants or the landlord, or impairment of safety.
- **WITHOUT CAUSE** at the **end** of a period or term in the case of landlord own use, purchaser own use, or for repairs, renovations, or demolition so extensive that it requires termination of the tenancy.



# ENDING A TENANCY: TERMINATION BY TENANT

- When deciding to terminate a lease, tenants must first know whether they are on a fixed term lease or a month to month lease.
- If you are still on a fixed term, then you can only terminate the tenancy on 60 days notice as of the end of that fixed term.
  - For example if you signed a lease January 1, 2023 for 12 months, the earliest you can terminate your tenancy without issues would be January 1, 2024. You would need to give your landlord written notice no later than October 31, 2023.
- If you are on a month to month tenancy then you are required to give 60 days notice to the end of a month.
  - So if for example you wanted to move out May 1, 2023, you would have to give your landlord written notice no later than February 28, 2023.
- The Landlord and Tenant Board provides two forms to terminate your tenancy. An N9 and an N11.
  - You can use an N9 form when you want to terminate your tenancy and you meet the requirements to do so (at the end of the term and with 60 days notice)
  - You can use the N11 form when you want to terminate your tenancy and you DO NOT meet the requirements to do so (before the end of the term and/or with less than 60 days notice)



# ENDING A TENANCY: TERMINATION BY LANDLORD

N4: Notice to End your Tenancy Early for Non-payment of Rent

N5: Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding

N6: Notice to End your Tenancy for Illegal Acts or Misrepresenting Income in a Rent-Geared-to-Income Rental Unit

N7: Notice to End your Tenancy for Causing Serious Problems in the Rental Unit or Residential Complex

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 (N4)

L2: Application to End a Tenancy and Evict a Tenant or Collect Money (N5/N6/N7/N8/N12/N13)

L4: Application to End a Tenancy and Evict a Tenant - Tenant Failed to Meet Conditions of a Settlement or Order

L10: Application to Collect Money from Tenant(s)



# ENDING A TENANCY: THE LANDLORD AND TENANT BOARD

The LTB is established under the Residential Tenancies Act to:

Resolve disputes between landlords and tenants, and eviction applications from non-profit housing co-operatives, through mediation or adjudication

Provide information to landlords, tenants about their rights and responsibilities under the RTA

Provide information about LTB's practices and procedures



# ENDING A TENANCY: THE LANDLORD AND TENANT BOARD II

## LTB Applications Received - 2020-2023

## LTB Applications Received - 2020-2023 - By Type - Landlord Applications



Application	2022-2023	2021-2022	2020-2021
Applications Received	73,208*	61,586**	48,422**
Applications Resolved***	52,986	61,868	35,983
Active Cases at Year-End****	53,057	32,800	34,731

Case Type	Application Description	2022-2023	2021-2022	2020-2021	2019-2020
L1	Terminate & evict for non-payment of rent	37,690	31,240	24,481	44,621
L2	Terminate for other reasons and evict	15,354	13,852	11,031	15,732
Total		64,450	54,459	41,647	72,752



# ENDING A TENANCY: PROCESS

## Step 1

- Landlord must give a Notice of Termination that explains why the tenant is being evicted
- The notice will tell the tenant how many days they have to fix the problem (if it can be fixed) before the landlord can file an application with the LTB.
- The landlord must explain to the LTB why they are evicting the tenant before the LTB will give the landlord an eviction order.

## Step 2:

- After an eviction notice is given, and if the tenant has not taken steps to rectify the problem (or cannot rectify the problem) the landlord can file an application at the LTB to evict the tenant

## Step 3:

- Once the application is filed, the LTB will schedule a hearing & send the parties a notice of hearing or PIN



# ENDING A TENANCY: EVICTION

Only the Sheriff can carry out an eviction.



The Sheriff can only transfer possession of the rental unit if there has been an order from the LTB.



Landlords cannot change the locks or interfere with the access to a rental unit until the Sheriff has transferred possession of the unit to the landlord.



# **PRESERVING A TENANCY: KEY RESOURCES**

**Community legal clinics**

**HSF/EPIC/Rent Bank**

**Voluntary Trusteeships**

**Rental Housing Enforcement Unit (RHEU) - 1-888-772-9277**

**Municipal Licensing and Standards - 311**

**Rent Bank - 416-397-RENT (7368)**

**Landlord and Tenant Board - 416-645-8080**



# QUESTIONS?

