

Landlord and Tenant Law 101

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OSGOODE HALL
CHAPTER

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Who We Are



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INTRODUCTION

Residential Tenancies Act - *Ontario*

- ▶ Residential Tenancies Act, 2006, S.O. 2006, c. 17
- ▶ <https://www.ontario.ca/laws/statute/06r17>

- ▶ Commonly referred to as the “*RTA*”

- ▶ The Act sets out the rights and responsibilities of landlords and tenants who rent residential properties

Who is a Tenant/Landlord

Tenant

- ▶ Includes a person who pays rent in return for the right to occupy a rental unit and includes the tenant's heirs, assigns and personal representatives, but "tenant" does not include a person who has the right to occupy a rental unit by virtue of being,
 - a) a co-owner of the residential complex in which the rental unit is located, or
 - b) a shareholder of a corporation that owns the residential complex

Landlord

- ▶ The owner of a rental unit or any other person who permits occupancy of a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit
- ▶ The heirs, assigns, personal representatives and successors in title of a person who is/was an owner
- ▶ A person, other than a tenant occupying a rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent

What is a “rental unit”?

Any living accommodation used or intended for use as rented residential premises, and “rental unit” includes,

- (a) a site for a mobile home or site on which there is a land lease home used or intended for use as rented residential premises, and
- (b) a room in a boarding house, rooming house or lodging house and a unit in a care home

PRIOR TO RENTING

Tenancy Agreement

- ▶ A residential Tenancy Agreement is a standard form of lease that most landlords of private properties use prior to entering a tenancy.
- ▶ The form lists the names of the parties, additional tenants, contact information and general information about the unit itself.
- ▶ Terms of the tenancy, rent amount, services and utilities, move in date, expiry of lease date, and restrictions are also outlined in the form.
- ▶ Additional terms may be included by either party upon a mutual agreement.
- ▶ Best practice:
 - ▶ Go over lease agreement with landlord/tenant to ensure clarity on its terms


Prohibited Rental Agreement Clauses

- ▶ The following clauses should never be included by landlords in their Rental Agreements, and Tenants should never accept any of them:
 - ▶ No-pet clauses
 - ▶ Post-dated cheques
 - ▶ Making tenants responsible for repairs or maintenance

Residential Tenancy Agreement

Standard Form of Lease

http://www.orka.ca/Ontario_Standard_Lease_2021.pdf

Ontario 

**Residential Tenancy Agreement
(Standard Form of Lease)**

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

2. Landlord's Legal Name

Note:
See Part B in General Information

and Tenant(s)

1. Last Name <input style="width: 100%;" type="text"/>	First Name <input style="width: 100%;" type="text"/>
2. Last Name <input style="width: 100%;" type="text"/>	First Name <input style="width: 100%;" type="text"/>
3. Last Name <input style="width: 100%;" type="text"/>	First Name <input style="width: 100%;" type="text"/>
4. Last Name <input style="width: 100%;" type="text"/>	First Name <input style="width: 100%;" type="text"/>
5. Last Name <input style="width: 100%;" type="text"/>	First Name <input style="width: 100%;" type="text"/>
6. Last Name <input style="width: 100%;" type="text"/>	First Name <input style="width: 100%;" type="text"/>

2. Rental Unit

The landlord will rent to the tenant the rental unit at:

Unit (e.g., unit 1 or basement unit) Street Number Street Name

Rental Housing Discrimination

Everyone has the right to enter into rental agreements free from discrimination

- ▶ Ontario *Human Rights Code* protects people from discrimination based on the following grounds:
 - ▶ Disability, Race, Colour, Ancestry, Place of origin, Citizenship, Ethnic origin, Creed (religion), Receipt of public assistance, Gender Identity, Gender Expression, Sex, Sexual orientation, Marital status, Family status, Age
- ▶ Discrimination can occur in various ways:
 - ▶ Deliberate
 - ▶ Indirect
 - ▶ Systemic or Institutionalized

Filing a Complaint

- ▶ If you feel that you are being discriminated in housing, you can contact the Human Rights Canada by phone and/or email:
 - ▶ Call: 1-800-263-1139 OR 416-944-0087
 - ▶ Email: cchr@housingrightscanada.com

Due Diligence for Landlords

- ▶ Take steps to limit risk of taking on problematic tenants
 - ▶ Income Verification
 - ▶ Such as proof of employment, bank statement etc...
 - ▶ Reference Letter
 - ▶ From former landlords
 - ▶ Ask for contact information of past landlord
 - ▶ Credit Check
 - ▶ Must receive permission

LIVING IN A RENTAL UNIT

Heating & Airconditioning

- ▶ Landlords are responsible for providing tenants with adequate and well-functioning heating system - usually a temperature of 20° C from September to June
 - ▶ Different areas may require different temperature requirements

- ▶ If air-conditioning is already installed, your landlord must ensure it is working and the place is habitable

Utilities

- ▶ If all utilities are included with the rent, the landlord cannot increase rent to account for higher energy rates
 - ▶ Landlord is required to follow the rental guideline increase and serve a 90-day notice called N1
- ▶ If tenants are required to pay their own utilities and fall behind on payments, landlords cannot serve them with an eviction notice → application can be filed to recover utility costs from the tenant
- ▶ **Water bill:** The water bill remains in the owner's name → include bill arrangement in your lease agreement

As of September 2021, landlords can bring in an application against a tenant for unpaid utilities

- Must be done within one year from the date the tenant moved out of the unit

Utilities Continued - Vital Services

- ▶ A landlord is prohibited from cutting off the following vital services for any reason:
 - ▶ Heat
 - ▶ Electricity
 - ▶ Fuel
 - ▶ Water
- ▶ Even if a tenant fails to pay rent, the landlord cannot interfere with or cut off these services
- ▶ If the landlord cuts of service, the tenant can apply to the LTB to order the landlord to restore service

Repairs & Maintenance

- ▶ <https://stepstojustice.ca/legal-topic/housing-law/repairs-maintenance/>
- ▶ Generally, the landlord is responsible to pay for repairs and upkeeping costs of a rental unit
 - ▶ This includes appliances and common areas like elevators, hallways etc.
- ▶ **Outdoor maintenance:**
 - ▶ The landlord is responsible for areas outside a rental unit
 - ▶ Lawn care, snow, ice etc.
- ▶ **Maintenance Standard (s.224 RTA):**
 - ▶ Standard is governed by municipal standards

Repair Request Form for Tenants

- ▶ <https://stepstojustice.ca/wp-content/uploads/LT551-20-Tenant-repair-form-fillable.pdf>

Deposits and Fees

- ▶ Rent Deposit
 - ▶ Cannot exceed one month's rent used for final period of rent
- ▶ Key Deposit
 - ▶ Cannot exceed the cost of replacing the keys
- ▶ Damage Deposit
 - ▶ Prohibited
- ▶ Interest or Late Fees for late payment of rent
 - ▶ Prohibited
- ▶ ALSO:
 - ▶ The landlord cannot charge fees for the tenant having guests, or prevent them from having guests

Privacy & Harassment

- ▶ Harassment can happen in various forms:
 - ▶ Insulting language, discrimination, entering a unit without permission, disclosing personal information to a third party, cutting off utilities and vital services
- ▶ Landlord **must** give 24 hours written notice **and** reason + date before entering the unit
 - ▶ Entry should be between 8am- 8pm
- ▶ **Entering without a notice:**
 - ▶ Landlord may only enter without a 24 hour written notice in cases of an emergency

Filing a complaint against harassment

- ▶ If your landlord continues to harass you, despite addressing the issue verbally, you can complain to **Rental Housing Enforcement Unit**
 - ▶ Part of the Ministry of Housing
 - ▶ Toll Free Phone Line: 1-888-772-9277
 - ▶ 416 Dialling Area: 416-585-7214

Other concerns...

- ▶ If you face issues with bedbugs, mice or other pests, it is your landlord's responsibility to address this concern
 - ▶ In most instances, the landlord is responsible to bring pest control services to conduct fumigation
 - ▶ It is best to fill out a maintenance request form to inform the landlord of infestation problems

Rent increase

- ▶ Landlords must wait at least one year from the date of the agreement before increasing rent
 - ▶ **AND** must also provide a 90 days' written notice
 - ▶ Check if the building is covered under rent-control guidelines
 - ▶ If yes, Notice of Rent Increase must be provided on an N1 Form
 - ▶ If no, Notice of Rent Increase must be provided on an N2 Form
- ▶ **Rent increase:** A landlord must provide you with a Board approved Form prior to increasing rent according to the guidelines
- ▶ Co-tenant exiting the lease does not constitute a **new lease** → rent increase applies

Lease Extension

- ▶ Once a lease expires, it becomes a month-to-month arrangement
 - ▶ There is no obligation to commence a full-year lease
 - ▶ Lease does not have to be a fixed term lease
- ▶ As a tenant, you are required to provide a 60-day notice prior to terminating your tenancy- s.44(3) *RTA*

EVICTION

Eviction

- ▶ Landlords **legally** cannot evict you for the following reasons:
- ▶ A new tenant wants to move in
- ▶ Demolition of the building
- ▶ Landlord wants to conduct major repairs that prevents someone from living there
- ▶ Late payments
- ▶ General Requirements for Landlords:
 - ▶ Must ask LTB to make an eviction order through a complete and filed L2 Form
 - ▶ Must follow all proper steps in the eviction application
 - ▶ Must be acting in good faith

No Fault Eviction

- ▶ Must be provided on an N12 Form or an N13 Form
- ▶ N12: Notice to end tenancy because the landlord, a purchaser or a family member requires the rental unit
 - ▶ Landlord must give at least 60 days of notice prior to the termination date
 - ▶ Landlord must either:
 - ▶ Pay one month's rent as compensation for ending the tenancy; or
 - ▶ Offer another acceptable rental unit to the tenant
- ▶ N13: Notice to end tenancy because the landlord wants to:
 - ▶ Demolish the rental unit,
 - ▶ Conduct complete and extensive repairs the rental unit; or
 - ▶ Convert the rental unit for a non-residential use

No-Fault Eviction

- ▶ If your landlord asks you to move out because they wish to conduct repairs that can't be done with tenants living in a unit:
- ▶ **Must** provide at least 120 days' notice in writing
- ▶ Provide form N13 from the LTB

- ▶ **Rights as a tenant:**
 - ▶ You have the right to challenge the N13
 - ▶ Move out by providing a 10 days notice
 - ▶ Reserve the right to move back after repairs are completed
 - ▶ Request compensation of another livable unit

- ▶ **Potential consequences for landlord:**
 - ▶ Tenant's right to move back in
 - ▶ Owing compensation to tenant

For Cause Eviction

- ▶ Reasons that justify the landlord seeking an eviction
- ▶ See LTB Brochure for specific procedure and conditions associated with each reason
- ▶ Length of advance notice depends on the reason for termination
 - ▶ But, notice must **always** be given prior to the termination of the lease
- ▶ Under this type of eviction, if the tenant rectifies the conduct that led to the eviction notice, the notice to end the tenancy is **void**

For Cause Eviction - Reasons

- ▶ The following is a complete list of for cause eviction reasons:
 - ▶ The hyperlinks will take you to a table outlining the specific procedures and conditions applicable to the selected reason

- [Abandoned rental unit](#)
- [Agreement to end the tenancy](#)
- [Breach of order or mediated settlement](#)
- [Ceases to qualify for subsidized housing](#)
- [Convert use to non-residential](#)
- [Condominium purchase failed](#)
- [Damage](#)
- [Demolition](#)
- [Employment terminated](#)
- [Illegal act or business](#)
- [Impairing safety](#)
- [Interference with enjoyment or other right](#)
- [Misrepresenting income](#)
- [Non-payment of rent](#)
- [Overcrowding](#)
- [Persistent late payment of rent](#)
- [Personal use by landlord](#)
- [Personal use by purchaser](#)
- [Repairs or renovations](#)
- [Superintendent's employment ended](#)
- [Subtenant stays after sub-tenancy ends](#)
- [Tenancy for rehabilitative or therapeutic services has ended](#)
- [Tenant gave notice to end the tenancy](#)
- [Unauthorized occupant](#)

Eviction for Tenant Conduct - Damages

- ▶ If the landlord wishes to evict a tenant because of behaviour or damage to the property:
 - ▶ Must provide written notice
 - ▶ Must provide Form N5
 - ▶ If its the first time receiving the form, you have **seven** days to declare it “void” by:
 - ▶ Repairing the damage in question
 - ▶ Paying the amount to have the damage fixed
 - ▶ If **not** the first time, the landlord can file Form L2 → hearing with the LTB

Eviction for Tenant Conduct - Illegal & Unsafe Activities

- ▶ If the landlord wants to bring in a notice because of claimed illegal activities:
 - ▶ Must provide a written notice
 - ▶ Must provide Form N6 (Notice to end your tenancy for Illegal Acts)

- ▶ **Unsafe activities:** Must provide written notice and Form N7

Eviction for unpaid rent

- ▶ Landlords **cannot** evict without an LTB ordering an eviction notice
 - ▶ Unpaid rent **DOES NOT** automatically lead to an eviction
- ▶ The eviction process starts with the landlord filing **Form N4: Notice to End Tenancy Early for Non-payment of Rent**
- ▶ **IF** there's a mutual agreement regarding rent payments:
 - ▶ Landlord can file an L1 application and not proceed with the eviction process
- ▶ **IF** tenant agrees to move out if failure to uphold arrangement:
 - ▶ **Form N9: Tenant's Notice to End the Tenancy**
 - ▶ **Form N11: Agreement to End the Tenancy**

ENDING THE TENANCY

- ▶ Unless otherwise agreed, the tenant must give 60 days written notice
- ▶ Form N9

- ▶ If both the tenant and landlord agree to terminate the tenancy, both parties can sign Form N11 to officiate the arrangement

DISPUTES

- ▶ All disputes are governed by the Landlord and Tenant Board
- ▶ It is a good idea to obtain legal advice before signing any forms or documents presented by the landlord
- ▶ If you have a complaint about your landlord or your tenant, contact the Landlord and Tenant Board at 1-888-332-3234 or visit [TribunalsOntario.ca/ltb](https://www.tribunalsontario.ca/ltb).

Legal Resources

- ▶ Each legal clinic operates within a specific geographic area. Prior to attending the clinic, find out which clinic serves your specific neighborhood.

- ▶ Pro Bono Ontario - Housing
 - ▶ 1-855-255-7256

- ▶ Community Legal Services
 - ▶ (416)-531-2411

- ▶ Downtown Legal Services
 - ▶ (416) 934-4535