

A GUIDE TO TENANCY IN ONTARIO: A RESOURCE DOCUMENT FOR VINCENTIANS

As Vincentians, you may encounter neighbours who face problems with their housing as tenants.

This information sheet provides an overview of tenant rights with respect to leases, rental payments, rent increases, evictions, maintenance, human rights, and privacy. It also addresses some tenant responsibilities. Review this material so that you can spot common tenancy issues and refer neighbours to their local community legal clinic or other support centres (listed at the end of this information sheet) for more help.

Please note that there are two types of tenancies: those in private housing, and those in public (social) housing. The discussion that follows relates to private housing; there is a separate section on public housing at the end of this information sheet.

Most Private Housing

Leases

- As of April 30, 2018, landlords must prepare leases on a standard lease form, called the “Residential Tenancy Agreement (Standard Form of Lease)”. The landlord has to give a copy of this lease form to the tenant, within 21 days of the tenant’s signing it. Tenants should review it carefully: it gives them a summary of their rights and responsibilities – and their landlord’s. If they have any questions or concerns about the lease, they should contact their local community legal clinic before signing it.
- Tenants have a right to stay in their rental unit even after their lease expires. The terms of the old lease apply until a new lease is drawn up (although the landlord can still increase the rent once a year, as discussed in the “rent increases” section below).
- To vacate their unit, tenants should give their landlord at least 28 days’ notice if they pay their rent daily or weekly, and at least 60 days’ notice if they pay their rent on a monthly basis. Their termination date must be the end of a weekly/monthly rental period, or the last day of a fixed-term lease.

Rental Payments

- Tenants don’t have to pay their rent by post-dated cheque or automatic debit. A tenant and landlord can agree as to the method of payment and others terms with respect to rent in the lease, for example when rent is due.
- Landlords can charge one rent deposit when tenants first move in; that rent deposit cannot be more than one month’s rent (if tenants pay monthly rent), or one week’s rent (if tenants pay weekly rent). The rent deposit can only be used for the last rent payment; it cannot be used to repair damage to the unit. The landlord must pay the tenant interest on the rent deposit every year until the tenant vacates the unit.
- If a tenant does not pay the rent and is still living in the rented unit, the landlord cannot:
 - Shut off a service like heat (in winter), electricity, fuel, gas, or hot or cold water, unless it is to make repairs

- Take the tenant's personal property
- Lock the tenant out of the rental unit (unless the landlord has an eviction order from the Landlord Tenant Board and the Sheriff comes to the rental unit to enforce it)

Rent Increases

- A landlord can increase rent only once a year, up to the amount set by Ontario Government's rent increase guideline. (In 2018, the guideline is 1.5%, and in 2019 the guideline is 1.8%.) A landlord must provide at least 90 days' written notice of any rent increase.
- A landlord can raise rent more than the guideline amount if:
 - The tenant agrees to the rent increase and has not taken back that agreement after five days, or
 - The landlord gets special approval from the Landlord and Tenant Board. (The tenant can ask for proof of that approval, and in some cases the tenant can object to the landlord's application for an above guideline increase.)

Evictions

- A landlord cannot evict a tenant, or lock a tenant out of the rental unit. Only the Sheriff can do so, with a written eviction order from the Landlord and Tenant Board.
- To seek an eviction order from the Landlord and Tenant Board, a landlord must:
 - Give the tenant notice to end the tenancy based on a reason allowed by the *Residential Tenancies Act*, such as:
 - The tenants do not pay their rent in full, damage the rental property, disturb other tenants or the landlord, or conduct illegal activity in the rental unit or residential complex,
 - The landlord plans to make major repairs that require a building permit and cannot be done unless the rental unit is empty,
 - The landlord or the landlord's family/caregiver plans to move into the unit, or
 - The landlord is selling the property (in some cases), *AND*
 - Go to an eviction hearing at the Landlord and Tenant Board (where the tenant will have a chance to explain why they should not be evicted).
- Tenants who receive an eviction order without prior knowledge of the landlord's intention to terminate the tenancy should contact their community legal clinic or the Landlord and Tenant Board as soon as possible. The tenancy might still be saved.
- In some cases, tenants can stop the eviction process by addressing the landlord's underlying concern. If, for example, a landlord gives a tenant notice to end the tenancy because the tenant has not paid rent, the notice may become void if the tenants submits the outstanding rental payments. (Note that this is not always a solution. Tenants can be evicted based on "persistent late payment of rent.")

Maintenance and Repairs

- Tenants are responsible for keeping their rental unit clean (unless they have specifically worked out an alternate arrangement with the landlord).

- Landlords must keep the rental unit in a state of good repair. Everything the landlord provides to the tenant should work. The tenant is responsible for damages arising from negligence or willful conduct, but if an item simply does not work, or if it breaks down over time because of normal wear and tear, then the landlord must fix or replace it. (If the landlord replaces an item that breaks because of normal wear and tear, the replacement item does not need to be better or newer than the old one.)
- The landlord should keep shared areas of the rental property (like the lobby, halls, elevator, parking lot, etc.) clean, and should take steps to control pests. The landlord should ensure that the rental unit follows fire safety laws and meets health, safety, housing and maintenance standards in municipal bylaws and provincial maintenance standards.
- Tenants who need maintenance or repair work done should ask their landlord in writing. They should take notes of all follow-up discussions. If the problem is not resolved, they can report the problem to their municipality and/or the Landlord and Tenant Board. They can contact the Board or their community legal clinic for the appropriate form.
- Unless tenants get prior written approval from the Landlord and Tenant Board, they must never withhold any part of their rent because they feel that the landlord needs to do maintenance or repair work. They could be evicted for withholding rent.

Human Rights and Accommodation

- Under the Ontario *Human Rights Code*, everyone has a right to equal treatment in housing regardless of their:
 - Race
 - Ancestry
 - Place of origin
 - Colour
 - Ethnic origin
 - Citizenship
 - Creed/Religion
 - Sex (including Pregnancy)
 - Sexual orientation
 - Age
 - Marital status
 - Family status
 - Disability
 - Receipt of social assistance
 - Gender identity
 - Gender expression
- A landlord should not turn down a tenancy application, or make it impossible for someone to apply for tenancy, based on any of the listed grounds. Landlords must ensure that they, their employees, and other tenants do not discriminate against, or harass, tenants based on any of the listed grounds. (If tenants experience harassment that is not based on any of the listed grounds, they can still seek assistance from the Landlord and Tenant Board.)
- Landlords have a duty to accommodate needs tenants have related to any of the listed grounds, such that they have equal access to housing. So, for example, a landlord might have to provide a ramp to a unit if the tenant has a physical disability and uses a wheelchair. Landlords are expected to accommodate to the point of “undue hardship” – until accommodating the tenant would “seriously threaten the financial viability of their business or endanger the health or safety of other tenants” (CERA: “Human Rights & Rental Housing in Ontario”).

Privacy

- In most cases, landlords must give tenants 24 hours’ written notice before entering their apartment. (Certain exceptions apply if, for example, there is an emergency, or the tenancy is

ending and the landlord is showing the unit to potential new tenants, or the tenant agrees that the landlord can enter.)

Public (Social) Housing

- In most cases, standard lease forms do not apply to social housing. If tenants need help with their social housing lease, they should contact their local community legal clinic.
- Rent is generally due on the first of the month. Tenants and their housing provider will usually agree on your method of payment. However, housing providers can sometimes require a guaranteed fund or apply some other restrictions if tenants have missed payment(s) in the past.
- Rent increase guidelines do not apply to social housing units. However, there is a special process of rent review. Tenants should contact their local community legal clinic if they are concerned about their rent increases.
- Standards around evictions, maintenance, human rights and privacy are generally the same as those laid out for private housing, above.

For more information:

See the Ontario Ministry of Municipal Affairs and Housing website <http://www.mah.gov.on.ca/Page18704.aspx> for the Standard Lease form and related information

See the Landlord and Tenant Board website <http://www.sjto.gov.on.ca/lrb/> for brochures, including “Information for New Tenants”, “A Guide to the Residential Tenancies Act”, “2019 Rent Increase Guideline”, “How a Landlord can end a Tenancy”, and “Maintenance and Repairs”.

See the Centre for Equality Rights and Accommodation website <http://www.equalityrights.org/cera/> for information, including “Human Rights & Rental Housing in Ontario”.

See the websites for the Human Rights Legal Support Centre <http://www.hrlsc.on.ca/en/welcome> and the Ontario Human Rights Commission <http://www.ohrc.on.ca/en>

For help:

Legal Aid Ontario: 1-800-668-8258 (Ask them to put you in touch with your local community legal clinic)

Landlord and Tenant Board: 1-888-332-3234

Centre for Equality Rights and Accommodation: 1-800-263-1139

Human Rights Legal Support Centre: 1-866-625-5179

Housing Help Centres: <https://findhousinghelp.ca>

Your Local Municipality: 211