

## Ontario

Many terms may relate to legal rights and obligations that are subject to change from time to time. Exact interpretation of terminology, acts and related regulations depend on the laws/legal procedures within the province. The following are only excerpts from Ontario's RTA and is for information purposes only and does not constitute any legal advice. If you require further information about Ontario laws and regulations, you should contact your rental authority listed at the bottom of this page or consult with a lawyer.

**Governing or Regulatory Body:** Landlord and Tenant Board

**Name of Act/Regulations:** Residential Tenancies Act (RTA) and regulation

**Exemptions:** co-op housing when occupied by a member of the co-op, vacation, seasonal or temporary accommodations, staff accommodation for farm employees, accommodation in a business or enterprise, non-profit housing in some situations, staff accommodations provided by an educational institution, accommodation whose occupant or occupants are required to share a bathroom or kitchen facility with the owner, the owner's spouse, child or parent or the spouse's or same-sex partner's child or parent, and where the owner, spouse, child or parent lives in the building in which the living accommodation is located. Not all educational institutions are exempt.

### Types of Rental Periods

All types of rental periods are allowed; however, the Residential Tenancies Act (RTA) takes precedence over leases. In other words, when terms in the lease do not comply with the RTA, the RTA takes precedence over the lease.

### Is a signed lease required?

No. If the tenancy agreement is not in writing, the tenant must be provided with written notice of the legal name and address of the landlord for the purpose of giving notice or delivering other documents. The landlord must provide the tenant with this information within 21 days after the tenancy begins. If the landlord fails to provide the required information, the tenant's obligation to pay rent is suspended until the landlord complies. If there is a written tenancy agreement, the landlord must give a copy to the tenant within 21 days of the tenant signing it.

### Is a signed move in/move out condition report required?

No. A checklist is recommended but not required.

### Deposits

Landlords can require a rent deposit up to one month's rent, but this deposit is not a security deposit. In Ontario, security deposits are not allowed. Last month's rent may be collected as a deposit, but it may not be used as security against damages. Landlords collect the last month's rent, or if rent is paid weekly the last week's rent, at the beginning of the tenancy and pay the tenant interest. Under the Residential Tenancies Act, the rate of interest to be paid annually to a tenant is equivalent to the rent increase guideline of the same year that the interest is due. This deposit may only be applied to the last month's rent. It is not considered a damage or security deposit.

## **Key Money**

A key deposit may not be required. A landlord may not require a fee or similar charge from a tenant or a prospective tenant other than a rent deposit for the last month of the tenancy.

## **Post-dated Cheques**

Post-dated cheques can be suggested, but a person cannot be refused a rental unit for refusing to give them. Landlords must provide tenants with a rent receipt if the tenant requests one.

## **Renewal of a Lease Term**

The landlord and tenant can agree to extend or renew the tenancy on the same terms and conditions, or on modified terms and conditions. If both parties can't reach an agreement, once the fixed term lease expires, the tenancy automatically becomes a month-to-month arrangement, if the tenant pays rent monthly; or a week-to-week arrangement, if the tenant pays rent weekly.

## **Terminating a Tenancy (Lease): Notice and Timing**

Prior to a lease terminating, it is the responsibility of landlord and tenant to re-negotiate terms or terminate the lease. Tenants can give notice during a fixed term lease, provided that the date of termination is not any earlier than the last day of the tenancy and is in compliance with the RTA. Landlords may only terminate a tenancy for specified reasons as set out in the legislation and cannot terminate simply because a fixed term has expired. When a fixed term tenancy goes to a month to month term, the landlord cannot force a tenant to sign another lease or agree to another fixed term. Unless otherwise agreed, when a lease is renewed other than the new term of the lease, all other conditions of the lease remain the same with the exception of rent increases. The landlord can raise the rent with 90 days written notice.

To terminate a tenancy, landlords must provide notice in writing to the tenant, and required notice times vary depending on the reasons for the notice. Please refer to the detailed online and print brochures: "Terminating a Tenancy by a Tenant" and "Reasons for Terminating a Tenancy by a Landlord".

The tenant can terminate daily or weekly tenancies with 28 days written notice. Otherwise tenants must give 60 days notice when moving.

## **Assignments and Sublets**

Landlords must approve or disapprove the tenant's request to sublet. The original tenant can dispute a landlord's decision to reject the sublet or potential assignee(s) by applying to the Landlord and Tenant Board using the appropriate form.

## **Rent Increases: Notice and Timing**

Ontario sets rent guidelines each year. Landlords must give 90 days written notice and can only increase the rent once every 12 months. Rent increases must follow the provincial guidelines. To increase rent beyond the guideline, the landlord must apply to the Landlord and Tenant Board for permission. (Capital expenses are capped at 3 per cent above the guideline, per year for a maximum of 3 years.) Note that there are some residential tenancies that are exempt from the rent control provisions of the legislation, such as rent geared-to-income tenancies and tenancies where the occupant shares a bathroom with the owner or family member of the owner, although the 12 month rule and 90 day notice requirement may still apply.

If there are serious outstanding maintenance issues a tenant can apply to the Landlord and Tenant Board to prohibit all rent increases and above guideline increases. In severe cases tenants would pay all or portions of their rent to the Board until maintenance and repair issues were resolved. This must first be approved by a Board Member before monies can be paid into the Board and it is up to the Board Member to determine in which cases it is appropriate. Since the RTA does not define what qualifies as a severe case, the Board evaluates each application on a case-by-case basis to determine if it qualifies.

**Note:** Rent increase rules apply to an existing tenancy. Once the tenant moves, the landlord can increase the rent for that unit to whatever the market will bear unless there is an order to prohibit rent increases due to serious maintenance issues.

### **Late Rent Payments**

The day after rent is due, if it is unpaid; the landlord can give a "Notice to terminate for non-payment of rent." The tenant then has 14 days if they are monthly or yearly renters, and 7 days if they are daily or weekly renters, to pay. If this grace period passes and no rent has been paid, the landlord can file an application with the Landlord and Tenant Board for rent arrears.

### **Evictions**

There are numerous grounds for eviction but the main reason is rent arrears. Evictions for rent arrears in Ontario proceed as follows: The day after the tenant is late paying rent; the landlord can serve notice to end a tenancy early for non-payment of rent to tenant; tenant has 14 days to pay rent; if the tenant does not pay, then on the 15th day the landlord can pay a filing fee for Application to evict a tenant for Non-payment of Rent and to Collect the Rent the Tenant Owes; the Landlord and Tenant Board gives Notice of Hearing and a copy of the application to the landlord; landlord serves Notice of Hearing and copy of the application on the tenant; landlord completes and signs a certificate of service as proof that the above documents were served to the tenant.

Unlike the previous legislation, there is no default process under the RTA and all applications will go to a hearing. The hearing is held as soon as possible. If the landlord is successful in their claim, the Board will issue an order terminating the tenancy and evicting the tenant and this order will allow the landlord to arrange with the provincial Sheriff to evict the tenant, unless the tenant pays everything that is owed (which may include the landlord's filing fee) before the date set out in the order.

In cases where the tenants cause wilful damage, the RTA sets out a 10 day notice period and tenants cannot void the notice by repairing the damage. In cases of excessive wilful damage, an order can set an immediate eviction date.

### **Permitting Landlord Entry to the Premises (Times and Reasons)**

The situations where a landlord may enter the premises may be written into the lease. Typically, landlords must give 24 hours written notice. The written notice must specify the reason for entry, the day of entry and a time of entry between 8 a.m. and 8 p.m. A landlord can enter a unit without written notice if there is an emergency or if the tenant consents to the entry.

### **May the tenant withhold rent for repairs?**

No.

## Changing Locks

Changing locks is allowed provided the landlord gives the tenant a key for any new lock. A tenant cannot change the locks without the permission of the landlord.

## Pets and Smoking

### May a landlord refuse to rent to a person who has pets?

The Residential Tenancies Act (RTA) does not cover individuals before they become tenants, so if a landlord refused to rent on the basis of pets, a tenant could not apply under the RTA for this reason.

### May a landlord include a no-smoking clause in the lease?

The RTA does not address smoking.

### If a no pets and no smoking clause is written into a lease and the landlord discovers that the tenant has a pet and/or smokes in the rental unit, is this grounds for the landlord to evict the tenant?

A landlord cannot evict a tenant because they have a pet in violation of a "no pets" clause in the lease. The RTA does not address smoking. However, a landlord may have grounds to apply to evict a tenant, either for having a pet or for smoking, if the pet or smoke damages the property or bothers other tenants.

## Other

Under the RTA, February is considered to have 30 days for the purpose of the tenant giving a termination notice.

## Resources

Board's website at: [www.ltb.gov.on.ca](http://www.ltb.gov.on.ca)

Call the Board's Call Centre: 416-645-8080, or (toll-free) 1-888-332-3234

Visit a Board Office: Find your nearest Board Office at [www.ltb.gov.on.ca/en/About\\_Us/STEL02\\_111279.html](http://www.ltb.gov.on.ca/en/About_Us/STEL02_111279.html)

### Tenant Protection Act, 1997

<https://www.publications.serviceontario.ca/ecom/>

### Residential Tenancies Act and Regulations

Residential Tenancies Act, 2006

[www.e-laws.gov.on.ca/html/statutes/english/elaws\\_statutes\\_06r17\\_e.htm](http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_06r17_e.htm)

### Residential Tenancies Act, 2006 Ontario Regulation 516/06 General

[www.e-laws.gov.on.ca/html/regis/english/elaws\\_regis\\_060516\\_e.htm](http://www.e-laws.gov.on.ca/html/regis/english/elaws_regis_060516_e.htm)

### Ontario Regulation 517/06 Maintenance Standards

[www.e-laws.gov.on.ca/html/regis/english/elaws\\_regis\\_060517\\_e.htm](http://www.e-laws.gov.on.ca/html/regis/english/elaws_regis_060517_e.htm)

### Ontario Regulation 394/10 Suite Meters and Apportionment of Utility Costs

[www.canlii.org/en/on/laws/regu/o-reg-394-10/latest/o-reg-394-10.html](http://www.canlii.org/en/on/laws/regu/o-reg-394-10/latest/o-reg-394-10.html)

### Landlord and Tenant Board

This organization was formed to resolve disputes between landlords and tenants. The site includes applications,



forms, notices, answers to frequently asked questions and standard organizational information.

[www.ltb.gov.on.ca/](http://www.ltb.gov.on.ca/)

### **Landlord Self Help**

(Toronto) Funded by Legal Aid Ontario, the Landlord's Self-Help Centre is "... an incorporated non-profit organization that provides information, assistance and educational programs to Ontario's small scale landlords free of charge". A selection of information bulletins are available on the site, which is currently under construction.

[www.landlordselfhelp.com](http://www.landlordselfhelp.com)