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## Residential Tenancies Act: what tenants need to know

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## The Residential Tenancies Act (RTA)



- Gives landlords and tenants specific rights and responsibilities
- Provides rules for increasing the rent and for evicting a tenant
- Creates the Landlord and Tenant Board (LTB)
  - There are some exceptions for non-profit housing





Landlord  
and  
Tenant Board



The Landlord and Tenant Board (LTB) was created to resolve disputes between landlords and tenants. They provide

- Processes
- Forms
- Mediation
- Hearings
- Enforceable orders



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## Tenant selection (Market Rent)

- Must adhere to the Human Rights Code
- Landlord can use income information, credit checks, credit references, rental history, and guarantees
- Landlords can decline a potential tenant for poor rental history, including rental arrears



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## Tenant Selection (RGI)

- Must adhere to the Human Rights Code
- Usually, RGI tenants come from the housing access centre waitlist
- Can be denied the unit if:
  1. tenant owes rent to another non-profit landlord
  2. tenant caused damage to another unit
  3. tenant misrepresented their income
- Must have a repayment plan in place to be considered (if there are arrears)



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## The Lease

- The lease must contain the legal name and address of the landlord
- Landlord must provide information on how to contact the LTB
- Tenant must receive a copy of a signed tenancy agreement within 21 days of the tenancy beginning
- Landlord must provide tenants with a receipt for rent paid upon request



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## Post-dated cheques and automatic debit

- Landlord or tenancy agreement cannot require post-dated cheques
- Landlord cannot require automatic debit



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## Pets

- The lease may say that pets are not allowed
- However, tenant **cannot** be evicted solely because they have a pet



Tenant can be evicted if the pet

- damages the unit
- disturbs the reasonable enjoyment of other tenants
- is an illegal breed (e.g.: pit bull)
- contravenes municipal law (too many pets)



## Smoking

- The lease may say that you cannot smoke in the unit
- Existing tenants must be “grandfathered” but new tenants can be asked to sign new leases with the no-smoking policy included
- Can evict for:
  - breach of reasonable enjoyment
  - substantial interference with another lawful right, interest or privilege of the landlord
  - damage – willful or negligent
  - safety



## Interest on rent deposit

- Landlord must tell the tenant whether a rent deposit is required in advance of lease signing
- If tenant gives a deposit, landlord must pay interest on that deposit

### *Example*

Tenant pays \$500 rent deposit  
2014 rent increase guideline is 0.8%.  
 $\$500 \text{ in rent} \times 0.8\% = \$4.00$   
Tenant gets \$4.00 interest



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## Rent and additional services

- Tenant has a right to 90 days notice of a rent increase (not related to a change in income)
- If landlord and tenant agree upon an additional service (e.g.: parking), rent can go up/down at that time



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## Tenant right to security of tenancy

Tenant can continue to live in the unit until:

- Tenant gives landlord proper notice of intention to move out (N9)
- Tenant and landlord agree that tenant should move
- Landlord gives tenant notice to end tenancy for a reason allowed by the RTA



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## Tenant right to privacy

- In most cases, landlord must give 24 hours notice before entering the unit
- Landlord can enter with no notice if
  - there is an emergency (abuse, heart attack)
  - the tenant invites landlord in
  - there is an emergency maintenance issue (leak)
- Photos can be taken with permission

Neither the tenant nor the landlord can change the locks without notifying the other party!



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## Tenant right to enjoyment

- A landlord must supply any vital service (hot or cold water, fuel, electricity, natural gas and heat) or care that is specified under the tenancy agreement
- No ongoing loud noise from other units




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## Tenant responsibilities

- Pay rent on time (tenant is not allowed to withhold rent!)
- Keep unit clean...what most people would consider ordinary or normal cleanliness
- Repair any damage caused by you or your guests – whether on purpose or by not being careful
- Do not disturb the neighbours



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## Giving notice to move out

- Must give 60 days notice if on a fixed-term tenancy
- Must give 28 days notice if on a weekly or daily tenancy

May owe landlord rent if notice is not given in proper time!



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## Who can live in the unit?

- Only the people listed on the lease can live in the unit if in RGI housing
- Tenant must tell landlord about any proposed new occupants in RGI units and get landlord approval
- Know the guest policy in the building
- Cannot sublet or assign units in non-profit housing (without permission)



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## Landlord responsibilities

- Keeping the rental property in a good state of repair
- Obeying health, safety and maintenance standards
- Providing the tenant with the quiet enjoyment of their unit



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## Landlord is not allowed to...

- Shut off or interfere with the supply of a vital service, unless necessary to make repairs
- Take personal property if tenant doesn't pay rent and are still living in the unit
- Lock tenant out of the unit unless landlord has an eviction order from the Board



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## Grounds for eviction by landlord: *at the end of the term*

- Landlord requires unit for demolition, conversion or repairs
- Tenant is persistently late with paying rent
- Tenant no longer qualifies to live in the unit (overhoused, under housed, makes too much money, or modified unit is no longer needed)



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## Grounds for eviction by landlord: *before the end of the term*

- Non-payment of rent
- Misrepresentation of income
- Illegal act
- Impaired safety
- Damages
- Substantial interference with enjoyment
- Overcrowding



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What happens when a  
landlord or tenant  
thinks the other party is  
not following the rules



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## 1. Serve a notice

*Both tenants and landlords can give notices to each other*

- notices can be found on the LTB website
- The LTB is not involved at this stage
- some notices are voidable if the offending behaviour stops



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## Examples of notices

- N4 Notice to end a tenancy early for non-payment of rent
- N5 Notice to terminate a tenancy early
- N6 Notice to terminate a tenancy early: illegal act or misrepresentation of income
- N7 10 day notice to terminate a tenancy early
- N8 Notice to terminate a tenancy at the end of the term
- N9 Tenant's notice to terminate the tenancy



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## Examples of landlord applications

- L1 Application to evict a tenant for non-payment of rent and to collect rent the tenant owes
- L2 Application to terminate a tenancy and evict a tenant
- L3 Application to terminate a tenancy: tenant gave notice or agreed to terminate the tenancy
- L4 Application to terminate a tenancy: tenant failed to meet conditions of a settlement or order
- L8 Application because the tenant changed the locks
- L9 Application to collect rent the tenant owes



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## 3. Schedule a hearing

*If the Board accepts the application, a hearing will usually be scheduled to decide the application*

The LTB does not hear cases about

- the calculation of RGI
- incidents that happened more than 1 year before
- anything that was already dealt with in another case



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## 4. Attending a hearing

- Can get legal representation or can represent yourself
- Present your case by giving evidence, witnesses, closing submissions



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## 5. Orders

The Board's decision about the application is called an order and is *fully enforceable by the Sheriff*



Order under Section 31  
Residential Tenancies Act, 2006

File Number: SOT-01367-09

J. B. (the 'Tenant') applied for an order determining that the Landlord or the Landlord's agent substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of his household.

This application was heard in Simcoe on November 25, 2009.



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## Request for a review of an order

- Must request a review within 30 days of the order being issued
- \$50 fee to file a request for review (unless the LTB made an error)



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## Appeals

*A landlord or tenant may appeal a decision only on a matter of law*

- This means you believe the adjudicator made an error on the application of the RTA
- Appeals are not common



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## Remember



1. The RTA is the legislation that covers landlord and tenant rights and responsibilities
2. The LTB helps solve issues that landlords and tenants can't solve themselves and their decisions are legally binding
3. Explore the LTB website to learn more about how the RTA affects you and your landlord



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## For more information

### Residential Tenancies Act

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

### Landlord and Tenant Board

<http://www.ltb.gov.on.ca/en/>



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