**Residential Tenancies Act:**

The act that is used for landlords and tenants is the Residential Tenancy Act (2007)

Formally the Tenant Protection Act

**Wilfrid Laurier University Students’ Union**

**University Affairs**

**Student Rights Advisory Committee 2015-2016**

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**1. Rules on Written/Oral Leases**

**1.1 Do landlords and tenants have to have a written lease or tenancy agreement?**

The Residential Tenancies Act does not require all landlords and tenants to have a written tenancy agreement or lease. A tenancy agreement can be an oral or written arrangement. However, it is generally better to have a written agreement. A written agreement creates a record of the things agreed to by the landlord and tenant. If there is a dispute later, a written record of the agreement may help to settle the dispute.

**1.2 What information should be included in a tenancy agreement?**

• Must set out the legal name and address of the landlord so that the tenant knows where to send any notices or documents that are required under the Act

May include:

* the date the tenant will move into the rental unit,
* the rent amount,
* the date rent is to be paid,
* what services are included in the rent (such as electricity or parking) and any separate charges, and
* The rules that the landlord requires all tenants to follow.

You may wish to seek legal advice before signing or drafting an agreement.

**1.3 Essential Terms of a lease**

1. Name of the parties
2. Identification of the premise (address, unit number)
3. The date of the lease beginning, and the duration of the lease

**2. Information required from Landlords**

**2.1 What information does a landlord have to give to a new tenant?**

* Must set out the legal name and address of the landlord so that the tenant knows where to send any notices or documents that are required under the Act
* The tenancy begins on the date the tenant is entitled to move into the unit, even if the tenant does not move in on that date.
* After the tenant has signed the lease and returned it to the landlord, the landlord then has 21 days to give the tenant a copy that has the signatures of both the tenant and the landlord.
* Where there is no written tenancy agreement, a landlord must inform the tenant, in writing, of the landlord’s legal name and address within 21 days after the tenancy begins.
* May also contain:
	+ information about the rights and responsibilities of landlords and tenants
	+ the role of the Board
	+ how to contact the Board
	+ The Information for New Tenants brochure – provided by the board - must be given to the tenant on or before the day the tenancy begins

**2.2 What happens if the landlord fails to provide this information?**

* If the landlord does not give the tenant a copy of the signed lease within 21 days or;
* If there is no written agreement and the landlord fails to inform the tenant of its legal name and address within 21 days, the tenant does not have to pay rent.
* Once the landlord provides the tenant with the required document(s), the tenant must pay back any rent that they withheld.
* If the tenant refuses, the landlord could seek to evict the tenant for arrears of rent.

**2.3 Information Provided from Tenants**

**2.3.1 Can a landlord ask a person applying for a rental unit to provide information about their Income, credit references and rental history?**

* **Yes,**
* A landlord can ask the person applying for the rental unit to provide information such as:
	+ current residence
	+ rental/employment history
	+ personal references
	+ income information
	+ However, the Ontario Human Rights Code has special rules about asking for information about the income of a prospective tenant. Landlords must follow these rules.
	+ May contact the Human Rights Commission by phone at 416-326-9511 or toll-free 1-800-387-9080.

**3. Maintenance and Repair**

**3.1 Who is responsible for maintaining the unit?**

* It is the landlord's responsibility to maintain the unit and ensure that it is in a good state of repair, even if:
	+ the tenant was aware of problems in the unit before they moved into it, or,
	+ The landlord puts into the lease that the tenant is responsible for maintenance.
	+ the agreement is not in writing,
	+ a written agreement conflicts with the rules under the Act, and
	+ The rental property was not in good condition and the tenant agreed to rent it anyway.
* the tenant is responsible for:
	+ Keeping the unit clean, up to the standard that most people consider ordinary or normal cleanliness.
	+ Repairing or paying for any damage to the rental property caused by the tenant, their guests or another person living in the rental unit.

**3.2 Repairs – Landlord**

* A landlord must keep a rental property in a good state of repair. All things that the landlord provides to the tenant must be kept in working order. This could include items such as:
	+ electrical, plumbing or heating systems,
	+ appliances,
	+ carpets in the unit or common areas,
	+ walls, roofs, ceilings,
	+ windows, doors, locks, lighting,
	+ Garages, laundry rooms, patios, walkways or pools.
	+ If something no longer works because of normal “wear and tear,” the landlord must repair it so that it works properly, or replace it.
	+ When something is replaced, however, the landlord does not have to supply a new or better model.
* A landlord must keep the rental property clean which includes,
	+ any lobby area
	+ halls
	+ elevator
	+ laundry room
	+ pool
	+ parking lot or garage
* A landlord must also make an effort to control pests such as cockroaches and mice.
* A landlord must make sure that the rental property meets health, safety, housing and maintenance standards. These standards are set out in municipal bylaws or provincial maintenance standards.

**3.2.1 Can a tenant withhold rent because their landlord isn’t properly maintaining their building or unit?**

* **No.**
* If the tenant withholds rent, the landlord can give the tenant a notice of termination for non-payment of rent and then file an application to evict the tenant.

**3.2.2 What should a tenant do if repairs are needed to their building or unit?**

* A tenant should first talk to the landlord and let the landlord know what the problems are.
* The tenant should also put all the problems in writing and give this to the landlord or the person that takes care of these problems (e.g. the superintendent or property manager).

**3.2.3 If the landlord refuses to do the repairs or the tenant thinks that the landlord is taking too long to deal with them, the tenant has several options.**

* If, after being informed, the landlord does not fix the problem within a reasonable time, the tenant can:
	+ report the problem to their local government or the Investigation and Enforcement Unit (IEU),
	+ file an application to the Landlord Tenant Board, or
	+ Do both of these things.
* See the Board’s brochure on “Maintenance & Repairs” for further information.
* A tenant should **NOT** withhold rent

**3.2.4 Can a tenant pay their rent to the Board if their landlord isn’t properly maintaining their building or unit?**

* If a tenant files a Tenant Application about Maintenance (Form T6) with the Landlord Tenant Board, the tenant may also ask to pay some or all of their rent into the Board until their application has been decided. The tenant will have to justify why they should pay into the Board and not pay the landlord directly. It will be up to the Board to determine whether or not to grant the tenant’s request.
* There is a form called Request to Pay Rent to the Board on a Tenant Application about Maintenance that tenants should use to make their request to the Board.

**3.2.5 Who is responsible for snow removal?**

* It is the landlord’s responsibility to make sure that the residential complex is kept in a good state of repair, fit for habitation and to comply with any health, safety, housing and maintenance standards.
* Failure to clear the snow may be a breach of municipal safety, housing or maintenance standards.
* These standards generally set out that it is the owner’s responsibility to make sure that the property can be safely entered and exited.

**3.2.6 Who is responsible for garbage removal?**

* When a rental unit is offered to a new tenant, the landlord and tenant can negotiate how garbage and recyclable items from the tenant’s unit will be collected. Once a procedure is agreed to, it cannot be changed without the consent of both the landlord and tenant.
* A change that results in the tenant receiving less service from the landlord could lead to a reduction in the rent the landlord can charge.

**3.2.7 When does a landlord have to turn the heat on? What temperature does my landlord have to keep my apartment at?**

* If a landlord provides heat as termed in the lease agreement, the Act requires the landlord to keep the heat to at least 20 degrees Celsius from September 1 to June 15

**3.2.8 What can a tenant do if their landlord does not turn on the heat?**

* Heat is a vital service. If the landlord is responsible for providing heat and the landlord does not provide heat to the standards identified in the previous question, the landlord may be committing an offence.
* You may call the Investigations and Enforcement Unit of the Ministry of Municipal Affairs and Housing at 1-888-772-9277 or 416-585-7214 (if calling from the Toronto area).

**3.2.9 Does a landlord have to renovate a rental unit before a new tenant moves in? Or, renovate it after the tenant has lived there a couple of years?**

* **No**,
* the landlord is not required by law to ‘update’ a rental unit with renovations like carpeting and painting when a tenant moves in, or
* After a tenant has lived there for a certain number of years.
* The landlord is responsible for providing and maintaining a residential complex and the rental units in it in “a good state of repair and fit for habitation”.
* The landlord must also comply with any health, safety, housing and maintenance standards that apply to their property.

**4. Entering the tenant’s unit/Locks**

**4.1 Can a landlord enter a tenant's unit with notice?**

* A landlord may only enter a tenant's unit under specific circumstances.
* A landlord may enter a rental unit in accordance with written notice given to the tenant at least 24 hours before the time of entry 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 person who holds a certificate of authorization within the meaning of the Professional Engineers Act or a certificate of practice within the meaning of the Architects Act or another qualified person to make a physical inspection of the rental unit to satisfy a requirement imposed under subsection 9 (4) of the Condominium Act, 1998.
	+ 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 fit for habitation and complies with health, safety, housing and maintenance standards, consistent with the landlord’s obligations under subsection 20 (1) or section 161, and
		- It is reasonable to carry out the inspection.
	+ For any other reasonable reason for entry specified in the tenancy agreement
* The written notice shall specify the reason for entry, the day of entry and a time of entry between the hours of 8 a.m. and 8 p.m.

**4.2 Can a landlord enter a rental unit without notice?**

* A landlord may enter a rental unit at any time without written notice,
	+ (a) in cases of emergency; or
	+ (b) If the tenant consents to the entry at the time of entry.
* A landlord may enter a rental unit without written notice to clean it if the tenancy agreement requires the landlord to clean the rental unit at regular intervals and,
	+ (a) the landlord enters the unit at the times specified in the tenancy agreement; or
	+ (b) If no times are specified, the landlord enters the unit between the hours of 8 a.m. and 8 p.m.
* A landlord may enter the rental unit without written notice to show the unit to prospective tenants if,
	+ (a) the landlord and tenant have agreed that the tenancy will be terminated or one of them has given notice of termination to the other;
	+ (b) the landlord enters the unit between the hours of 8 a.m. and 8 p.m.; and
	+ (c) before entering, the landlord informs or makes a reasonable effort to inform the tenant of the intention to do so

**4.3 Can a tenant refuse to let the landlord in if the landlord wants to enter their unit?**

* The tenant cannot refuse to let the landlord in, if the landlord enters the unit as allowed by above
* If the tenant does not let the landlord in, the landlord can give them a notice of termination claiming that the tenant is interfering with their lawful rights.
* Also, interfering with a landlord’s lawful right is an offence under the Act, and the tenant could be prosecuted.

**4.4 What can happen if a landlord enters a unit illegally?**

* If a landlord enters a tenant's unit illegally, the tenant may file an application with the Board.
* If the Board finds that the landlord has entered the unit illegally, there are a number of things that the Board may order.
* For example, the tenant could receive an abatement of rent or the landlord could be ordered to pay a fine.

**4.5 Locks**

**4.5.1 Can a tenant change the locks?**

* A tenant cannot change the locks unless the landlord agrees.
* the tenant cannot add locks that might stop a landlord from entering the unit if there is an emergency or
* If the landlord has a valid reason for entering the rental unit and the landlord has given the tenant proper notice to enter.
* If the tenant does change the lock, a copy of the key should be given to the landlord immediately.

**4.5.2 Can the landlord change the locks?**

* A landlord can change the locks while the tenant is living in the unit as long as they give the tenant a key for the new lock.

**4.5.3 If the landlord changes the locks, can the landlord charge the tenant for the new keys?**

* A tenant does not have to pay for new keys when the landlord decides to replace the lock with a new one, but the landlord may ask for a refundable key deposit for the new keys.

**5. Rent**

**5.1 How is the rent on a rental unit decided?**

* A landlord and the person looking to rent the unit negotiate a rent and decide what services (such as hydro or parking) are included.
* Once the tenancy begins, the rules about rent and the other rules in the Residential Tenancies Act (the Act) apply.

**5.2 How often can the rent be increased?**

* The landlord cannot increase the rent for a new tenant until 12 months after the tenancy started.
* Then, the landlord is allowed to increase the rent once every 12 months.

**5.3 How much can a landlord legally increase the rent this year?**

* In most cases, a landlord can only increase a tenant’s rent by the guideline set each year by the Ministry of Municipal Affairs and Housing.
* 2014- 0.8%

**5.4 Does a landlord have to notify a tenant of a rent increase?**

* **Yes**.
* In order for a landlord to increase the rent, the landlord must give a written notice of rent increase to the tenant at least 90 days before the day the rent increase is to start.
* The notice must tell the tenant how much the new rent will be and when to begin paying the new rent.
* If the tenant thinks that the new rent is too high and they do not want to pay it, this allows the tenant enough time to give the landlord proper notice of termination and move out before the rent increase begins.

**5.5 Does a landlord have to give rent receipts?**

* **Yes**, if a tenant asks for them.
* The Act requires a landlord to provide rent receipts, free of charge, to a tenant when the tenant asks for them.
* A tenant can ask for a receipt for any payment or deposit the tenant gives to the landlord, including a payment for rent arrears.
* It is an offence for a landlord to fail to provide a rent receipt when one is requested by a tenant.
* This rule also applies to a former tenant – The landlord must provide a former tenant with receipts if they request it, as long as the former tenant makes their request within one year of the date they moved out.

**5.6 What information must be provided in a receipt?**

* A rent receipt must include at least the following information:
	+ the address of the rental unit;
	+ the name of the tenant(s) to whom the receipt applies;
	+ the amount and date for each payment received for any rent, rent deposit, arrears of rent, or any other amount paid to the landlord and shall set out what the payment was for;
	+ the name of the landlord; and
	+ The signature of the landlord or the landlord’s agent.

**5.7 When is the rent considered late?**

* Rent is considered late if it is not paid by the day that it is due.

**5.8 If a tenant is late with their rent, what can the landlord do?**

* If a tenant does not pay rent on the date that it is due, the landlord can give the tenant a Notice to End a Tenancy Early for Non-payment of Rent (Form N4).
* This notice gives a tenant who pays rent monthly 14 days to pay the rent due or to move out.
* If the rent is not paid, and the tenant does not move, the landlord can make an application to the Board for an order:
	+ requiring the tenant to pay the rent that is owing, and
	+ evicting the tenant if they do not make the entire payment by a specified deadline
* If a tenant is often late with the rent, the landlord may give a Notice to Terminate a Tenancy at the End of Term (Form N8) for persistently paying rent late.
* Daily or weekly tenants must be given 28 days’ notice and in all other cases, the tenant must be given 60 days’ notice.
* In this case, the landlord can apply to the Board for an order evicting the tenant right after giving the tenant the notice.

**6. Deposits/Extra Fees**

**6.1 Can a landlord charge a person a deposit or a fee for allowing them to rent a unit?**

* **Yes**
* a landlord can collect a rent deposit if it is requested on or before the day that the landlord and tenant enter into the tenancy agreement
* The rent deposit cannot be more than one month's rent or the rent for one rental period, whichever is less.
* The rent deposit must be used for the rent for the last month before the tenancy ends. It cannot be used for anything else, such as to pay for damages.

**6.2 Can a landlord ask a tenant to pay money to update their rent deposit?**

* If the rent increases after a tenant has paid a rent deposit, the landlord can ask the tenant to pay an additional amount towards the rent deposit so that it is the same as the new rent.
* If a tenant gives notice that they want to move and the landlord has not previously asked the tenant to top up the rent deposit, the landlord still has the right to ask the tenant to pay an additional amount towards the rent for the last month, so that it is the same as the current rent.

**6.3 Does a landlord have to pay interest if a rent deposit is collected?**

* **Yes**,
* The landlord must pay the tenant interest on the rent deposit every 12 months.
* The amount of interest that a landlord must pay is the same as the rent increase guideline that is in effect when the interest payment is due.
* The guideline is set each year by the Ministry of Municipal Affairs and Housing.
* 2014 – 2.5%

**6.4 If the landlord does not pay the interest owed to the tenant when it is due, the tenant can:**

* deduct the interest from a future rent payment, or
* File a Tenant Application for a Rebate (Form T1) to the Board.

**6.5 Can a landlord ask for a deposit for keys?**

* **Yes**, but only if:
	+ the deposit is refundable and,
	+ The amount of the deposit is not more than the expected cost of replacing the key(s) if they are not returned to the landlord.
	+ The landlord must give the deposit back when the tenant turns in their key(s) at the end of their tenancy.

**6.6 Can the landlord charge for additional or replacement keys?**

* The landlord can charge a tenant for additional keys that the tenant requests
* However, the charge cannot be more than the actual cost to the landlord to get the additional keys.

**6.7 If the landlord changes the locks, can the landlord charge the tenant for the new keys?**

* A tenant does not have to pay for new keys when the landlord decides to replace the lock with a new one, but the landlord may ask for a refundable key deposit for the new keys.

**6.8 Can the landlord charge the tenant a damage deposit?**

* **No**.
* A landlord cannot collect a damage deposit that they would use if there is damage done to the unit.
* A landlord cannot use the last month’s rent deposit to cover damages in the unit.

**6.9 Can a landlord charge a fee if a tenant's rent cheque is returned Insufficient Funds (NSF)?**

* If a tenant's rent cheque is returned NSF, a landlord can ask the tenant to pay for the charges the landlord has to pay to the bank, plus an administrative charge of up to $20.00.
* The landlord can also claim any NSF cheque charges they paid in an application to the Board for arrears of rent.

**7. How a Tenant Can End a Tenancy**

**7.1 How much notice does a tenant have to give if they want to move out?**

* When a tenant decides to move, they must provide a written notice of termination to the landlord.
* In most cases, this is a 60-day notice.
* The termination date must be the last day of their rental period or their lease, even if this is more than 60 days.
* In the case of a weekly tenancy, the tenant must give the landlord at least 28 days’ notice before the last day of the final week of the tenancy.
* If the tenant pays rent on a daily basis, 28 days is also required.

**7.2 Can a tenant break a lease?**

* Breaking a lease means that a tenant wants to leave their unit before their tenancy agreement is over.
* A tenant and landlord can agree to break a lease.
* It is best for both parties if this agreement is in writing and is signed by the landlord and the tenant.
* If the landlord is not willing to break the lease, the tenant has the right to assign the unit to a new tenant with the landlord's consent.

**8. Assigning and Subletting**

**8.1 What is the difference between assigning and subletting a unit?**

* Assigning:
	+ The tenant moves out of the unit permanently and transfers their tenancy to another person. All the terms of the original rental agreement stay the same – the amount of the rent and what services are included etc.
* Subletting:
	+ The tenant moves out of their unit for a specific period of time but the tenant plans to move back into the unit before the end of the tenancy.
	+ The person who moves in is known as a subtenant.
	+ They are responsible to pay the rent to the original tenant who then pays it to the landlord.
	+ A landlord cannot refuse the idea of subletting the unit, but they can refuse to allow the tenant to sublet to a specific person if they have a good reason.

**8.2 How can a tenant sublet their unit?**

* they can ask their landlord for consent to sublet the unit
* They must tell the landlord when they are leaving and when they will be returning to the unit, and they must get the landlord’s consent before subletting.
* A landlord cannot refuse the idea of subletting a unit, but they can refuse a specific person if they believe the person is unsuitable.
* If the tenant thinks that the landlord is being unreasonable in withholding their consent to sublet to someone, the tenant can file an application with the Board.

**8.3 What happens if a tenant assigns or sublets their unit without the landlord’s consent?**

* If a tenant assigns or sublets their unit without their landlord’s consent, it is an unauthorized assignment or sublet.
* A landlord can file an application with the Board to evict both the tenant and the unauthorized occupant.
* If the landlord does not file the application within 60 days of discovering the unauthorized occupant, the unauthorized occupant will become a tenant.

**9. How a Landlord Can Evict a Tenant**

**9.1 What is the process for evicting a tenant?**

* A landlord must first give the tenant a Notice of Termination that tells the tenant what the problem is.
* (1) to terminate a daily or weekly tenancy shall be given at least 28 days before the date the termination is specified to be effective and that date shall be on the last day of a rental period
* (2) to terminate a monthly tenancy shall be given at least 60 days before the date the termination is specified to be effective and that date shall be on the last day of a rental period
* (3) to terminate a yearly tenancy shall be given at least 60 days before the date the termination is specified to be effective and that date shall be on the last day of a yearly period on which the tenancy is based
* The landlord may then file an application to the board, and a member will resolve it
* The landlord CANNOT evict without the board’s consent

**It is illegal for your landlord to lock you out of your unit. You cannot be forced to move out unless your landlord has a legal reason to end the tenancy and your landlord has applied for, and received, an eviction order from the Landlord and Tenant Board (the Board). An eviction order is a Board order that tells you that you must move out of your unit. If you have been locked out, first call the police.**

**9.2 Can a tenant be evicted without a hearing?**

* Yes, for some types of applications an ex parte order can be issued by the board without holding a hearing

**9.3 Can a tenant be evicted in the winter?**

* Yes. There is nothing in the Residential Tenancies Act that prevents a tenant from being evicted during the winter months.

**9.4 For what reasons can a landlord evict a tenant?**

* SEE Landlord Tenant Act (2007) Breakdown

**9.5 Can a landlord evict a tenant for having a pet?**

* A tenant can be evicted for having a pet in their unit only if:
	+ the pet is making too much noise, damaging the unit, or causing an allergic reaction, or
	+ The animal or species is considered to be inherently dangerous.
	+ Even if the tenancy agreement has a ‘no pets’ rule in it, the tenant cannot be evicted just for having a pet unless the Board decides in an order that the pet is causing a problem, or that the pet is inherently dangerous.

**9.6 Can a tenant be evicted for having a roommate?**

* **No**, a tenant cannot be evicted simply for having a roommate
* A tenant may be evicted if the roommate is causing a problem for the landlord or for other tenants.
* For example, if the roommate is making a lot of noise, damaging the unit, or there are too many roommates (overcrowding), the landlord can serve a notice of termination and apply to evict the tenant and any other occupants of the unit.

**9.7 Can a tenant be evicted if the landlord wants to use the unit themselves?**

* **Yes**, a tenant can be evicted if a landlord "in good faith" requires the unit for:
* their own use,
* the use of an immediate family member, or
* the use of a person who will provide care services to the landlord or a member of the landlord’s immediate family, if the person who will be receiving the care services lives in the same building or complex.
* Once the landlord gives the tenant a notice terminating the tenancy for this reason, they can apply to the Board for an order evicting the tenant.
* A tenant can only be evicted at the end of their tenancy and only if the Board issues an eviction order.

**9.8 Can a tenant be evicted if the landlord sells the house and the purchaser wants to move in?**

* **Yes**, but only if the rental complex has three or fewer residential units.
* A tenant can be evicted if a landlord has agreed to sell the rental property, and the purchaser requires the rental unit for:
	+ their own use,
	+ the use of an immediate family member, or
	+ the use of a person who will provide care services to the landlord or a member of the landlord’s immediate family, if the person who will be receiving the care services lives in the same building or complex.
	+ Once the landlord gives the tenant a notice terminating the tenancy for this reason, they can apply to the Board for an order evicting the tenant.
	+ However, a tenant can only be evicted at the end of their tenancy and only if the Board issues an eviction order.

**9.9 Can a tenant be evicted for something that their roommate or a guest they allow into the rental unit does?**

* **Yes**, but the same rules apply

**9.10 What can a tenant do if the landlord gives them a Notice of Termination?**

* The tenant should first read the notice to see why and when the landlord is asking them to leave.
* They may wish to talk to their landlord about the notice and see if the problem can be worked out. If the problem isn’t worked out, the tenant can:
	+ talk to their landlord about the notice and correct the problem as outlined in the notice (if the notice was given because the landlord believes the tenant did something wrong); or
	+ leave the unit as requested by the landlord; or
	+ Stay in the unit and see if the landlord files an application against them with the Board. If an application is filed, the tenant can go to the hearing and tell the Member about the situation.
	+ A tenant has the right to stay in their unit until the Board issues an eviction order based on an application filed by the landlord.
	+ A tenant cannot be legally evicted without an eviction order from the Board.

**10. Abandoned Unit**

**10.1 If the tenant didn’t give notice that they were leaving, but the landlord believes the tenant has left the rental unit - can the landlord change the locks and re-rent the unit?**

* The landlord should make a reasonable effort to contact the tenant to determine if they have in fact left the unit
* If the landlord believes that the tenant has abandoned the rental unit, then the landlord may apply to the Board for an order ending the tenancy.
* Although this is not mandatory, if the landlord re-rents the unit without having the Board confirm that it is abandoned in an order, and the tenant has not really left, the tenant could take legal action against the landlord.

**10.2 What can a landlord do with property that is left in the unit after the tenant has moved out or has been evicted?**

* SEE Resident Tenancy Act Breakdown

**11. Landlord/Tenant Board and its Purpose**

**What do the Landlord and Tenant Board do?**

If a landlord and tenant cannot resolve their problems, then another responsibility of the Board is to resolve these problems for them. Landlords and tenants can file an application with the Board. Once an application is filed, the parties have an opportunity to have their problems addressed at a hearing. At the hearing, a Member of the Board will make a decision on the application based on the evidence presented by the landlord and tenant. Or, if both the landlord and tenant agree, a Mediator from the Board can work with them and try to help them reach their own agreement.

**Who is covered by the Residential Tenancies Act, 2006 (the Act)?**

The Residential Tenancies Act, 2006 covers most residential rental units in Ontario including mobile homes, care homes and rooming and boarding houses.

**For example, the Act does not apply if:**

* the tenant must share a kitchen or bathroom with the owner, or certain family members of the owner;
* The unit is used on a seasonal or temporary basis.

Many of the rules about rent do not apply to:

* new rental buildings;
* non-profit and public housing;
* University and college residences.
* Commercial tenancies

But these units are still covered by most of the other rules in the Act, such as maintenance and the reasons for eviction.

**How can I talk to someone further about the Act?**

You can call the Landlord and Tenant Board at **1-888-332-3234** from outside Toronto or **416-645-8080** from within the GTA calling area. Recorded information is available 24 hours a day. Customer Service Representatives (CSRs) are available to provide information from Monday to Friday from 8:30 a.m. to 5:00 p.m. (except holidays). You can also visit any Landlord and Tenant Board office in Ontario to talk to a CSR in person.

**Where can I get a copy of the Residential Tenancies Act (the Act)?**

* http://www.ltb.gov.on.ca/
* Any Service Ontario Center

**12. More Information**

**Legal assistance and information**

* Center for equality rights and accommodation
	+ http://www.equalityrights.org/
	+ Information about equal rights in rental housing.
* Community Legal Education Ontario
	+ http://www.cleo.on.ca/en
	+ Information about tenants' rights.
* Legal Aid Ontario
	+ http://www.legalaid.on.ca/
	+ Information about legal aid and the location of community legal clinics throughout Ontario.

**Other Laws**

* Condominium Act (Ontario)
	+ The website of the Ontario Ministry of Government Services with information about the Condominium Act.
* E-Laws (Ontario)
	+ A website where you can view the text of the Residential Tenancies Act and its regulations, and other Ontario statutes and regulations.
* Elevator safety
	+ Information about elevator safety on the website of the Technical Standards and Safety Authority.
* Fire Safety (Ontario)
	+ The website of the Office of the Fire Marshall.
* Human Rights (Ontario)
	+ The website of the Ontario Human Rights Commission with information on the Human Rights Code.

**Other Government Sites**

* Government of Ontario
	+ The main website of the Government of Ontario.
* Ontario Ministry of Municipal Affairs and Housing
	+ Information on affordable and social housing, as well as legislation, programs and services related to municipal governments.
* Investigations and Enforcement Unit of the Ministry of Municipal Affairs and Housing
	+ Investigation of alleged offences under the Residential Tenancies Act and enforcement of provincial maintenance standards
* Canada Mortgage & Housing Corporation (Government of Canada)
	+ Information on apartment vacancy and rental rates in major Canadian cities; tips on renting, including tips for new immigrants.
* Service Ontario Centres (Ontario)
	+ A list of addresses and locations of these centres, many of which have Landlord and Tenant Board brochures and forms available.
* Publications Ontario
	+ Information on how to order copies of statutes and other Ontario Government publications.
* Small Claims Court
	+ Information on court procedures and services on the website of the Ontario Ministry of the Attorney General.
* Court Enforcement Office (Sheriff)
	+ Court Enforcement Office locations on the website of the Ontario Ministry of the Attorney General.