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CERA

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Centre for Equality Rights in Accommodation
Centre pour les droits à l'égalité au logement

The Law and Tenant Rights



What You Need to Know About the Residential Tenancies Act

The Centre for Equality Rights in
Accommodation
Early Intervention Eviction
Prevention Program

The Residential Tenancies Act

The Residential Tenancies Act

The Residential Tenancies Act (RTA) is the law that sets out the rights and responsibilities of tenants and landlords in Ontario. The RTA became law on January 31, 2007 and contains some important changes from the previous law.

This law probably does *not* apply to you if you:

- Share a kitchen or bathroom with the owner or someone in the owner's immediate family,
- Live in certain kinds of student housing,
- Are a member of a non-profit housing co-op, or
- Live in a hotel or other temporary or seasonal accommodation

The **Landlord Tenant Board** (the Board) is the government agency that is responsible for resolving disputes between landlords and tenants (website: www.ltb.gov.on.ca).

Starting a Tenancy

Tenancy Agreements: A tenancy agreement – or lease – is a legal contract between you and your landlord. While people often think of a tenancy agreement as a signed, written agreement – it can also be merely spoken. A spoken agreement between a tenant and a landlord is legally binding.

Information Package: When you move in, your landlord is required to give you a brochure from the Board that explains your legal rights and responsibilities. You may also want to put in writing any other important details about your agreement with the landlord.

Starting Rent: there is no legal limit to the amount a landlord can charge when you first move in. Your starting rent will be whatever you agree to pay.

Deposits and Extra Charges

You landlord **can**:

- require a deposit for the last month's rent (or the last week's rent if you pay weekly), and a deposit equal to the cost of any keys or access card provided.
- use the rent deposit to pay the last rent you owe (the landlord cannot keep it for any other reason such as to pay for cleaning, damages, etc.)

Your landlord **must**:

- pay you interest on the deposit each year, but may deduct this interest from the amount of any rent increase.

Your landlord **cannot**:

- require a damage deposit or any other type of deposit,
- require an advance payment, charge a fee, commission, or any other extra charge, or require post-dated cheques or other automatic payment methods

If you have paid an illegal deposit or charge to your landlord you can apply to the Board to get it back, but you must apply within one year of the date you paid.

Rent Issues

Paying on time: Be sure to pay your rent on time because the landlord can take action if you are even one day late. Repeated late payments could lead to eviction.

Get a receipt each time you pay: The landlord must give you a receipt if you ask for one, and they will be important if you ever have a dispute. A money order receipt is not a rent receipt unless signed by the landlord.

Rent Increases: The landlord cannot raise the rent until 12 months after you move in and must wait 12 months after each increase before raising the rent again. Landlords also must provide 90 days notice before any increase.

The law limits the amount of any rent increase. The maximum will normally be the same as the rate of inflation, but the landlord can apply to the Board for a higher (“above-the-guideline”) increase. The Board can approve increases of up to 3% above the guideline if the landlord has added security services or made improvements to the property beyond normal maintenance. The Board can approve unlimited increases if the landlord experienced unusually high increases in property taxes or utility costs.

Maintenance, Repair and Utility Issues

The law says your landlord must keep your home in good condition so that it is a fit place to live. This is true even if you knew about a problem before you moved in or agreed at some point that the condition was acceptable. It applies to all parts of your home, including appliances and common areas like halls, elevators and parking lots. It applies to all kinds of problems except for problems that you or your guests caused intentionally or through carelessness.

Your landlord must also follow rules about providing vital services, such as heat, water and electricity. The landlord cannot cut off these services for any reason, and adequate heat (20°C) must be available from September 1 until June 15.

If you have a maintenance, repair or utility problem you can take several steps:

- a) Talk to your landlord about the problem. If that doesn't work, then
- b) Send a letter asking your landlord to fix the problem. If that doesn't work, then
- c) A city official can inspect your place and order your landlord to fix the problem. In Toronto dial 416-338-0338 and ask for the Municipal Licensing and Standards office near you.

If none of these steps convinces your landlord to fix the problem in a reasonable amount of time you can file an application with the Board. You **cannot** withhold rent because of repair problems unless you have permission from the Board.

Ending a Tenancy

You are obligated to inform your landlord in advance if you want to end your tenancy. Even if you have a tenancy agreement with that ends on a specific date (for example, a one year lease), your tenancy will continue as a month-to-month tenancy after that date unless something is done to formally end it.

If **you** want to end the tenancy yourself:

- You must provide written notice to the landlord that you want to end the tenancy on a specific date.
- You must notify the landlord **at least** 60 days in advance of the date on which you wish to move (or 28 days if you pay weekly), and you must choose a termination date that is at the **end** of a rental period.
- If you are on a **month-to-month** tenancy your termination date will be on the last day before your rent is due. For example, if your rent is normally due on the 1st of the month and you give notice on June 15th, your earliest legal termination date would not be until August 31st, approximately 75 days later.
- If your tenancy is for a **fixed term**, such as a one-year lease, the termination date cannot be earlier than the last day of the term, and you must notify your landlord 60 days in advance of that date.

If you have a fixed term tenancy and you want to move before the end of the term, you will need to either **sublet** your apartment or **assign** the tenancy to another person. The process can be complicated, so contact your local community legal clinic if you are thinking of doing this.

Eviction

If your landlord wants to end the tenancy against your will they must take steps to **evict** you, and they **must have a legal reason**, such as:

- You have not paid your rent or you often pay late
- You disturb your landlord or other tenants
- You or your guests have caused damage or risked the safety of other people in the building
- Your or your guests have committed illegal acts on the property
- You have too many people in your apartment and are violating municipal overcrowding by-laws
- The landlord or someone in your landlord's immediate family or a caregiver wants to move in
- Your place is being sold and the buyer or the buyer's immediate family or a caregiver wants to move in
- Your landlord wants to make repairs or convert the building to another use

In order to evict you, the landlord must apply to the Landlord and Tenant Board. In most cases, a hearing date will be set where you will be given the opportunity to explain your side of the story. You will also have an opportunity to work out an agreement with the landlord through **mediation**. Your landlord can only evict you if there is an order from the Board ending your tenancy.

For more information on the eviction process, please see CERA's pamphlet, **the Residential Tenancies Act and Evictions**.
