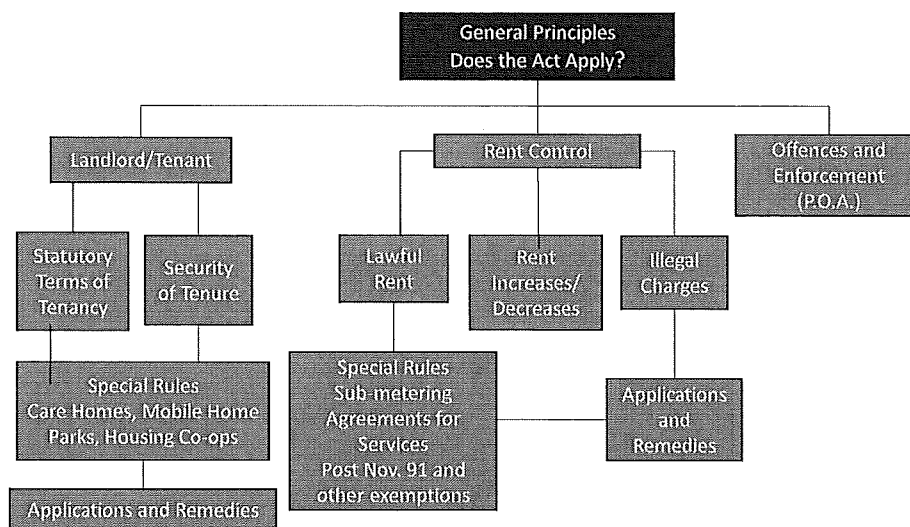


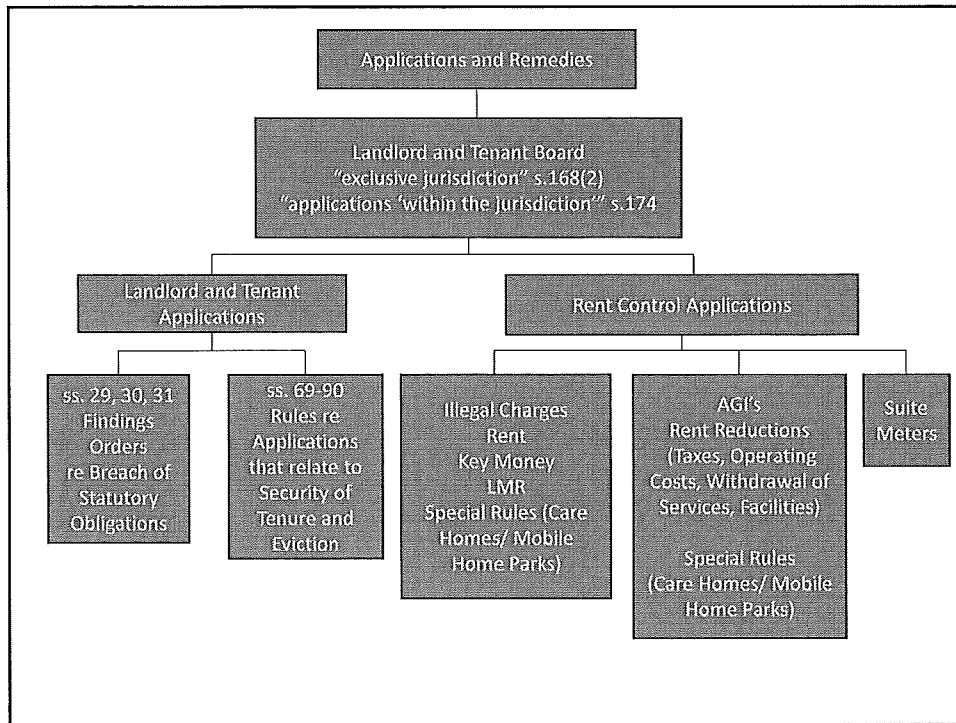
Landlord and Tenant Law

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The Residential Tenancies Act (RTA)





Does the Act Apply?

- Landlord
- Tenant
- Residential Tenancies
- Exemptions



Statutory Terms of Tenancy

- Maintenance
- Vital Services
- Reasonable Enjoyment
- Privacy
- “Ordinary Cleanliness”; “Harassment, Coercion”
- Now Landlords must use “prescribed lease” form

Remedies at LTB

- Findings of Breach? S.29
- *Onyskiw*
- Remedies: ss. 30, 31
- Abatement of Rent
- Order to Repair
- Restraining Orders
- Termination of Tenancies (Smoking? Air B'nB? Insurance? Cannabis?)
- Administrative Fines
- For landlords: Bill 168 and 132 (workplace harassment)

Security of Tenure

- Termination by Agreement
- Termination by Tenant Notice "End of Term" (Form?)
- New 28 day Notice of Termination (Abuse): Bill 132
- Termination based on Fault
- Termination based on Residual Property Rights of Landlord
- Housing Co-ops, special Rules for termination of "occupancy", ss. 94.1 through 94.17 RTA
- Human Rights Code is always a factor

Special Rules re: Evictions

- For Landlords:
 - Notice
 - Pets
 - Conditions
- For Tenants:
 - Pay and Stay
- For the Board:
 - Overriding Discretion
 - Prohibition on Evictions
 - s. 83
 - Human Rights Code considerations

Rent Controls

- Lawful Rent: personal to tenant
- Guideline and exemptions
- NORI's (NORR's)
- Agreements to increase/decrease rent:
"prescribed" items
- LMR; Discounts; "Key Money"
- "Prepaid Rent"

Rent Control/Rent Applications

- Applications to Board
- Above Guideline Rent Increase Applications (AGI's)
- "Administrative" in nature
- Multi-Tenant Applications responding to AGI's
- Abatements for "Interference"?
- Section 8, O. Reg. 516/06
- Rent Reduction Applications (withdrawal of services and facilities); Property Tax Reductions, "Costs No Longer Borne"

LTB: Applications, Reviews, Appeals

- Quasi-judicial
- SPPA applies
- Mediation
- Conduct of Hearings
- Reviews & Appeals
- "Standard of Review" for Appeals? Reviews?

Condominiums and Landlord/Tenant Issues

- The *Residential Tenancies Act* applies “despite any other Act” ...or does it?
- Condo ↔ Landlord/Unit Owner ↔ Tenant
- *Condominium Act* governs relationship between unit owner and condo corporation, also imposes obligations on tenants who live in condo units
- Special leasing provisions apply
 - “Family Uses” prevail
 - Yes: “no pets” can be enforced
- Condo Managers have special obligations and are separately regulated

Condominiums and Enforcement of Landlord/Tenant Issues

- Enforcement process is different if it is under the Condo Act (instead of the RTA)
- Condo Board can start a legal proceeding to require the Unit Owner/Landlord to comply and to make the tenant comply (usually behavioural issues)
 - Mediation/Arbitration
 - Superior Court Application
- Costs are significantly higher than the LTB process

Landlord Licensing

- Municipal By-law
- License fee varies depending on municipality
- London Ontario fee is less than \$100 per property (six units or less); Waterloo is in excess of \$1100 per rental unit and includes townhouse complexes with dozens of units
- Waterloo triggered AGI of 8%
- Municipality will have record of licensed units
- Non-licensed units are subject to fines, closure

Questions?

- To obtain a copy of this presentation or for more information, please visit :
<http://cohenhighley.com/news-and-articles/articles/landlord-and-tenant-law/>



Social Justice Tribunals Ontario

Providing fair and accessible justice

Landlord and Tenant Board

Brochure: Information for New Tenants

Landlords must provide this information to new tenants on or before the date the tenancy begins.

The Law

Most residential tenancies are covered by the *Residential Tenancies Act* (the RTA). This law:

- gives landlords and tenants specific rights and responsibilities,
- provides rules for increasing the rent and for evicting a tenant, and
- creates the Landlord and Tenant Board (LTB).

Exemptions

Some rental units are not covered under the RTA. For example, the RTA does not apply:

- if the tenant must share a kitchen or bathroom with the owner, or the owner's family members
- if the unit is used on a seasonal or temporary basis

The role of the Landlord and Tenant Board is to:

- inform landlords and tenants about their rights and responsibilities under the RTA, and
- resolve disputes between landlords and tenants through **mediation** or **adjudication**, or by providing information.

Tenant Rights and Responsibilities

You have the right to:

- **security of tenancy** - You can continue to live in your rental unit until you give your landlord proper notice that you intend to move out, you and your landlord agree that you can move, or your landlord gives you a notice to end your tenancy for a reason allowed by the RTA.

Important: If your landlord gives you a notice to end your tenancy, you do not have to move out. Your landlord must apply to the LTB to get an order to evict you and you will have the right to go to a hearing and explain why your tenancy should not end.

- **privacy** - Your landlord can only enter your rental unit for the reasons allowed by the RTA. In most cases, before entering your unit, your landlord must give you 24 hours written notice. There are some exceptions, however, such as in the case of an emergency or if you agree to allow the landlord to enter.

You are responsible for:

- **paying your rent** on time.
- **keeping your unit clean**, up to the standard that most people would consider ordinary or normal cleanliness.
- **repairing any damage** to the rental property caused by you or your guests - whether on purpose or by not being careful enough.

You are not allowed to:

- **change the locking system** on a door that gives entry to your rental unit unless you get your landlord's permission.

Landlord Rights and Responsibilities

Your landlord has the right to:

- **collect a rent deposit** - It cannot be more than one month's rent, or if rent is paid weekly, one week's rent. This deposit must be used as the rent payment for the last month or week of your tenancy. It cannot be used for any other reason, such as to pay for damages. A landlord must pay interest on the deposit every year.
- **increase the rent** - There are special rules that limit how often your landlord can increase the rent and by how much. In most cases, a landlord can increase the rent only once a year by the guideline that is set by the Ontario Government. A landlord must give a tenant at least 90 days notice in writing of any rent increase and this notice must be on the proper form. **Exceptions:** Non-profit and public housing units, residences at schools, colleges and universities, and certain other accommodation are not covered by all the rent rules.

Your landlord is responsible for:

- **keeping the rental property in a good state of repair** and obeying health, safety and maintenance standards.
- **providing you with a copy of your written tenancy agreement** within 21 days after the day you signed it and gave it to your landlord. If your tenancy agreement is not in writing, your landlord must give you written notice of their legal name and address within 21 days after your tenancy begins.

Your landlord is not allowed to:

- **shut off or deliberately interfere with the supply of a vital service** (heat, electricity, fuel, gas, or hot or cold water), care service or food that your landlord must provide under your tenancy agreement. However, your landlord is allowed to shut-off services temporarily if this is necessary to make repairs.
- **take your personal property** if you don't pay your rent and you are still living in your rental unit.
- **lock you out of your rental unit** unless your landlord has an eviction order from the LTB and the Sheriff comes to your rental unit to enforce it.
- **insist that you pay your rent by post-dated cheque or automatic debit.** These ways of paying your rent can be suggested, but you cannot be refused a rental unit or evicted for refusing to give them.

Contact the Landlord and Tenant Board

Call us:

Toll free: 1-888-332-3234

Toronto area: 416-645-8080

TTY: Bell Relay Service at 1-800-268-9242

Visit our website at sjto.ca/ltb

Visit your local LTB office. For office locations visit our website.