



THE ONTARIO RENTERS' GUIDE



The Centre for Equality Rights in Accommodation (CERA) is Canada’s leading non-profit organization working to advance the right to housing for the past 35 years. We advance the right to housing by serving renters to help them stay housed, providing education and training about housing rights, and advancing rights-based housing policy through research, policy development, advocacy and litigation.

This resource was produced under the project entitled *Housing Providers Implementing the Right to Housing in the Supportive Housing Sector*. This project received funding from the National Housing Strategy’s Demonstrations Initiative. However, the views expressed are the personal views of the author and the Canada Mortgage and Housing Corporation (CMHC) accepts no responsibility for them.

© CERA, August 2022.

Table of Contents

1. Top Ten Tips for Ontario Tenants	4
2. Starting a Tenancy	6
2.1 - Ontario laws that govern different types of tenancies	6
2.2 - Ontario laws that govern social and rent-geared-to-income housing	7
2.3 - Defining “a tenant” under the Residential Tenancies Act	8
2.4 - Defining “a landlord” under the Residential Tenancies Act	9
2.5 - Discrimination during the application process	9
2.6 - Rules when entering into a rental agreement	10
3. Maintaining a Tenancy	11
3.1 - Rules during a tenancy	11
3.2 - Landlord obligations during a tenancy	14
4. Ending a Tenancy	17
4.1 - Preventing an eviction	17
4.2 - Getting out of a rental lease	17
4.3 - Moving out	18
4.4 - Landlord and Tenant Board hearings	20

1. Top Ten Tips for Ontario Tenants

1. Only provide deposits that landlords are allowed to request.

When you are entering a lease agreement, your landlord cannot ask you to pay a damage deposit. Besides the first month's rent, the only other monetary deposit a landlord can request is the last month's rent and a key deposit.

2. Request accommodations for your needs.

If you have a disability, your landlord must make accommodations to ensure that you have equal access to and enjoyment of your rental unit. The landlord must work very hard to do this – up to the point of "undue hardship", which is a very high standard.

3. Do not accept a rent increase that is above the maximum amount allowed.

For most units, rent increase amounts are governed by Ontario's rent increase guideline, which sets the maximum amount that rent can be increased each year. For those units, the province will set an annual percentage that the rent can be increased by. For example, the rent increase limit in 2021 was 0%, and in 2022 was 1.2%.

4. Hold your landlord accountable for repairs and maintenance.

Your landlord must keep your unit in a good state of repair. It does not matter if you made a different agreement about repairs and maintenance when you signed your lease, or if you knew about a condition in your unit before you moved in. The law says that repairs and maintenance are always the landlord's responsibility.

5. Connect with your neighbours to resolve issues with your landlord.

If you're having issues with your landlord, talk to your neighbours. They may be facing similar issues, and together you can make plans about how to approach the landlord.

6. Document interactions with your landlord.

When possible, communicate with your landlord in writing and save all documents relating to your tenancy, such as your lease, rent receipts and any communication about repairs.

7. Do not withhold your rent.

In Ontario, you can bring a tenant application against your landlord if you think they are doing something improper. However, if you withhold your rent, you might be evicted.

8. Do not move out immediately just because you received an eviction notice.

There is a process through the Landlord and Tenant Board (LTB) that must be followed before an eviction can legally take place. In most instances, your landlord will have to get an order from the LTB to evict you.

9. Do not move out immediately if your unit is sold.

If the unit you are renting is sold to a new owner, it does not necessarily mean you have to move out. The new owner must continue to follow the lease. There are special rules the new owner will have to follow if they are planning to move into the unit.

10. Seek help when facing challenges in your housing.

CERA may be able to help you if you are facing an eviction or a human rights issue in your housing.

- [Learn about our services](#)
- Call: 1-800-263-1139 OR 416-944-0087
- Email: cera@equalityrights.org

You may also find help at [a legal clinic](#), the [Federation of Metro Tenants Associations \(FMTA\)](#) or the [Advocacy Centre for Tenants Ontario \(ACTO\)](#).

2. Starting a Tenancy

2.1 - Ontario laws that govern different types of tenancies

As a tenant in Ontario, it is important to know which laws apply to the type of housing you live in. Some of the laws that may impact your tenancy are:

- The Residential Tenancies Act, which governs *most* tenancies.
- The Housing Services Act, which adds rules and regulations for *subsidized* tenancies.
- The Co-operative Corporations Act, which governs co-operative housing.
- The Retirement Homes Act, which adds rules and regulations for tenancies in retirement homes.
- The Ontario Human Rights Code, which protects everyone from discrimination and unfair treatment.
- Municipal property standard by-laws – these vary depending on where you live in Ontario.
- Municipal building, fire and electrical codes – these consist of rules that ensure landlords maintain safe housing.

[The Residential Tenancies Act \(RTA\)](#) is a law that defines who landlords and tenants are and sets rules around their rights and responsibilities, tenancy agreements, repairs and maintenance, eviction and tenancy termination, rent and utility costs, care homes, mobile home parks and land lease communities. It also outlines the administration and enforcement of the law and offences under the RTA.

The RTA also defines the role and function of the Landlord and Tenant Board (LTB) as the exclusive body responsible to determine how the RTA must be applied. If tenants have concerns about their landlord or their tenancy, they can file an application with the LTB. When landlords want to evict tenants, they must also file an application with the LTB.

[The Housing Services Act \(HSA\)](#) provides rules related to subsidies for people who live in subsidized housing. Tenants who live in most subsidized housing units are protected under the RTA and the HSA, as well as any additional rules set by their service provider, which is typically their municipal government.

[The Co-operative Corporations Act](#) provides rules and regulations for people who live in co-operative housing. Other rules are found in each housing co-operative's own by-laws. Members of housing co-operatives are not considered tenants under the RTA, but they still have some rights and responsibilities under it.

[The Retirement Homes Act](#) provides rules and regulations for people who live in retirement homes. These individuals are protected under the RTA.

[The Ontario Human Rights Code](#) protects individuals from discrimination when dealing with a private organization. The Code does not protect every type of unfair treatment. Instead, it identifies different grounds upon which individuals should not face discrimination. If a person is treated badly or unfairly but their treatment is not connected with one or more of the protected grounds, then it is not

considered discrimination under the Human Rights Code, even though the person may be significantly impacted.

The sixteen grounds that are protected when accessing housing are:

- Disability
- Race
- Colour
- Ancestry
- Place of origin
- Citizenship
- Ethnic origin
- Creed (religion)
- Receipt of public assistance
- Gender identity
- Gender expression
- Sex
- Sexual orientation
- Marital status
- Family status
- Age

Municipal by-laws determine whether basement apartments are legal in a community, and they also establish residential property standards. For example, municipal by-laws can set rules for minimum temperatures in a home, as well as how many people can live in an apartment.

The [Ontario Fire Code](#), [Building Code](#) and [Electrical Safety Code](#) each set standards related to the construction and safety of different types of buildings.

2.2 - Ontario laws that govern social and rent-geared-to-income housing

The RTA applies to most social housing in Ontario, including rent-geared-to-income (RGI) housing. However, some parts of the RTA do not apply to tenants in social housing, such as the rules about rent increases, subletting or assigning a lease.

The Housing Services Act (HSA) is the provincial legislation that governs the administration of social housing and RGI housing. It also governs community-based planning and the delivery of housing and homelessness services with provincial oversight and policy direction. Service managers (who are often municipal governments) and housing providers have the power to make certain decisions under the HSA.

The HSA also outlines certain rights related to processes for determining eligibility for RGI housing such as:

- The notice of an adverse decision.
- The right to request a review of a decision.
- Reasons that a person could be denied or have their subsidy lowered.

Finally, each service manager has written policies and procedures that govern things like determining household income, rules for filling vacancies and for record keeping. In Toronto, these policies can be found in the [RGI Administration Manual](#).

Some housing co-operatives and non-profit housing providers also provide rent-geared-to-income housing. Whether or not the HSA applies to these subsidized units is largely based on where the funding for the subsidy comes from.

2.3 - Defining “a tenant” under the Residential Tenancies Act

It is important to find out if you are considered “a tenant” under the RTA. If you are not considered a tenant, then the protection and rules of the RTA do not apply to you. Most people who pay rent to a landlord for a unit are considered to be a tenant by the RTA because the definition of a tenant is very broad.

There are, however, exceptions to this definition. The most common exceptions are if you live in:

- A unit where you share a kitchen or a bathroom with your landlord.
- A housing co-operative.
- A long-term care home.
- Accommodation that is being used seasonally or for a vacation, for example a hotel or a campground.
- A unit that you share with roommates, if you don’t have a lease directly with the owner of the unit, although this depends on the arrangement.

If the definition of “a tenant” does not apply to your rental living arrangement, or if one of the exceptions above excludes you, you may not have the rights and protections afforded under the RTA. Specifically, this means:

- You may not be able to file an application with the Landlord and Tenant Board to enforce your rights under the RTA.
- You may not be covered by the rules that regulate rent increases.
- Your landlord may not need to follow any of the eviction procedures outlined in the RTA.

2.4 - Defining “a landlord” under the Residential Tenancies Act

The RTA definition of “a landlord” is “the owner of a rental unit or any other person who permits occupancy of a rental unit.” The RTA also says that a landlord can be a person who acts as a representative for the owner of the rental unit, for example a family member or an employee of the landlord.

A roommate or another tenant of the same rental unit is not considered a landlord.

The RTA says that a landlord cannot be “a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit.” In other words, if you pay your rent directly to another tenant who lives in the same unit as you – for example, a roommate – that other tenant is not considered to be your landlord under the RTA. In this scenario, you are in a different type of relationship that is not covered by the RTA. You may be in a licensee-licensor relationship, instead of a landlord and tenant relationship. If you find yourself in conflict with the person you pay rent to in this type of situation, you may want to seek legal advice or information from one of the organizations listed in our Top Ten Tips at the beginning of this Guide.

2.5 - Discrimination during the application process

Everyone in Ontario has the right to rent and live in a rental home, without discrimination. For example, it is against the law for a landlord to refuse to rent to you because you have children, you are from another country, you have a mental or physical disability or because you practice a particular religion.

If you think you have experienced discrimination during the application process and it is connected to one of the grounds protected by the Ontario Human Rights Code listed in section 2.1 above, you can file an application with the Human Rights Tribunal of Ontario.

When a complaint is filed with the Tribunal, they will determine whether or not the Code has been violated. Applicants that file with the Tribunal may need to attend a mediation session or a hearing and provide evidence of their complaint. If the Tribunal determines that there has been a violation of the Human Rights Code, the Tribunal may order a remedy, for example financial compensation.

If you have faced discrimination in housing, or would like more information about filing a complaint with the Tribunal, please get in touch with CERA as soon as possible, as you may have a limited amount of time to file your legal claim.

2.6 - Rules when entering into a rental agreement

Rent deposits

When signing a new lease, many landlords in Ontario will require a new tenant to provide a payment to cover the first month of their tenancy, as well as the last month of their tenancy. This is known as a first and last month rent deposit.

If you are renting month-to-month, the landlord will hold onto your last month rent deposit for the duration of your tenancy, and it will be applied to cover the rent for the final month that you are renting the unit. A landlord cannot charge more than one month's rent for the rent deposit.

A landlord can also charge a new tenant for a key deposit. This deposit cannot be more than the cost of a replacement key.

In Ontario, landlords are only allowed to request an upfront deposit for rent and keys. It is illegal for landlords to charge a damage deposit or a pet deposit. It is also illegal for landlords to require that you provide post-dated cheques.

Pets

If you disclose that you have a pet before a rental agreement is signed, the landlord is allowed to refuse a rental application if they do not want to rent to someone with a pet. After a tenant enters a rental agreement, a landlord cannot evict them simply for having a pet, even if the lease has a "no-pets" clause.

If a current tenant's pet causes a problem – for instance making unreasonable noise, causing severe allergic reactions, presenting a danger or causing damage – then a landlord could insist that a tenant get rid of their pet.

However, there are two exceptions:

- Certain pets may not be allowed under city by-laws. Also, condominiums can make rules about pets, but the rules must be applied equally to tenants and owners.
- If a pet is a support animal, they must be allowed under the rules regarding reasonable accommodation, up until the point of undue hardship.

3. Maintaining a Tenancy

3.1 - Rules during a tenancy

Rent and rent increases

The RTA sets the following rules related to rent and rent increases.

Rent amounts

When you enter into a rental agreement, there are no rules about how much your landlord can charge for rent. A landlord can charge a new tenant any amount they wish, even if the previous tenant paid much less. In other words, once a unit is vacated by a tenant, there are no rules in place to control how much rent a landlord can charge the next tenant who will occupy that same unit. This is known as “vacancy decontrol.”

Rent payments

Tenants are required to pay their rent in full and on time every month. If you consistently pay rent late, your landlord could apply to evict you.

Tenants are also required to pay rent each time it is due.

Tenants are not allowed to use their last month’s rent deposit to cover any other month except the last month they plan to stay in the unit.

Rent increases

In most cases, a landlord can only raise the rent for an existing tenant once per year. A landlord must provide tenants with a written notice of a rent increase at least 90 days before the increase will take effect.

Rent increases for most units in Ontario are governed by the province’s rent increase guideline, which says that rents can only increase by a certain percentage for a given year. That percentage is calculated each year using the Ontario Consumer Price Index. Every year, the provincial government will announce the [new rent increase percentage for that year](#).

It is important to know that the province’s rent increase guideline does not apply to the following types of renters and rental units:

- Rent-geared-to-income (RGI) units, where rent is calculated based on income and household size.

- Rental units that have only been occupied for the first time for residential purposes from November 15, 2018 or later.
- Renters who are exempt from the RTA, such as those who share a kitchen or bathroom with their landlord.

These rules can be confusing and we recommend [seeking legal advice](#) if you are not sure if your rental unit is covered by Ontario's annual rent increase guideline.

Guests

As a tenant, you have the right to decide who comes into your home and your landlord cannot control who visits you. Your landlord cannot raise your rent or charge an extra fee because you have guests. When you have guests in your home, you are responsible if their actions cause any negative impacts to the landlord's property. For example, if your guest causes property damage, as the person who invited them to the property, you could be responsible for that damage.

The issue of guests becomes more complicated in RGI housing because rent is based on the income of tenants who live in the unit. In RGI housing, all tenants must be provided with a copy of the housing provider's guest policy. A guest policy that does not allow any guests is not legal.

Pest control and management

Pest control is a normal part of maintenance that all landlords must carry out in the interior and exterior of all properties.

In Toronto, large apartment buildings with three or more storeys and ten or more units have higher standards for pest control. In those buildings, once a landlord becomes aware of pests, they must:

- Eliminate pests and prevent their spread into other areas of the property.
- Inspect the common areas of the property at least once every 30 days.
- Inspect any area where the presence of pests has been reported, within 72 hours of receiving that information.
- Keep pest management records and post them on tenant notification boards.
- Not rent any unit with pests to new tenants.

Landlords of large apartment buildings in Toronto must post pest management plans including documentation of pest control services, a schedule, service standards, and product information related to pest control activity.

As a tenant you must allow your landlord or a pest control company to do their job so that pest control treatment can be done. This might include preparing your unit for treatment by moving furniture away from the wall or allowing a pest control company to enter your unit. If you need help to prepare your unit, you should tell your landlord. If you need help because of a disability, your landlord must accommodate you.

Heating and air conditioning

Requirements around the exact temperature and dates that units should be heated vary across Ontario and also depend on the type of housing. The standard temperature is around 20 degrees. In Toronto, rental units must be kept at a minimum of 21 degrees from September 15 – June 1. This rule does not apply to common areas.

If air conditioning is provided by your landlord and the air conditioning unit breaks, your landlord must repair it at their own cost because the air conditioner is considered to be part of your rental unit.

The rules around air conditioners are more complicated if the air conditioner is not provided by your landlord. The first step is to look at your lease. If your lease does not mention an air conditioner, you are allowed to have one. Your landlord could require that the air conditioner be safely installed, for instance by a professional. If your lease says that you, as a tenant, need permission to have air conditioning, you will be required to get permission from your landlord before installing an air conditioner.

Whether or not your landlord can charge a fee for air conditioning depends on who pays for electricity. If you pay for electricity, your landlord cannot charge a fee for air conditioning. If your landlord provides electricity in the lease, your landlord can charge you a fee for air conditioning. The amount charged cannot be more than the actual cost to your landlord and it must be "reasonable."

Sometimes air conditioning is necessary as an accommodation for a tenant's disability. For instance, if a tenant's asthma is worsened by heat, an air conditioner could be an appropriate accommodation. In that case, your landlord may have to pay for the cost of the air conditioner, the electricity, or both.

Entries into your unit

There are a few circumstances when your landlord is allowed to enter your unit.

Your landlord may enter your unit to carry out renovations or maintenance. In these circumstances, your landlord must provide you with written notice that they plan to enter your unit, which must be given at least 24 hours in advance and include:

- The time and day they plan to enter (which must be between 8:00 a.m. and 8:00 p.m.).
- The reason why they are entering.

Your landlord may also enter your rental unit without notice:

- In cases of emergency;
- With your consent; or
- To show the unit to prospective tenants, if a notice or agreement to end the tenancy has previously been given. In this case, your landlord can only enter your unit between 8:00 a.m. and 8:00 p.m. and they must try to provide you with advance notice.

A landlord's agent, superintendent or a person hired by the landlord may also enter on the landlord's behalf.

Addressing issues at the Landlord and Tenant Board

If you have informed your landlord about an issue with your tenancy – for example your landlord has broken a term of your lease or the RTA – and your landlord has failed to correct the issue, you can bring an application against your landlord to the [Landlord and Tenant Board \(LTB\)](#).

Tenant applications can be made for things like neglected repairs, illegal rent charges, illegal entries to your unit, and [other reasons](#). Generally, you must bring your application to the LTB within one year that the problem began.

After filing your application, the LTB will set a date for a hearing with you, your landlord, and an LTB member. At the hearing, you will have to present your claim showing that your landlord has broken the law. It is important that you bring evidence to convince the LTB that your claim is true, such as witnesses, photos or anything else that could help to prove your case. Any documents that you want to present during the hearing must be sent to the LTB and your landlord at least 7 days in advance of the hearing.

You can read more about [tenant applications on the LTB's website](#).

For more information, please get in touch with one of the organizations listed in our Top Ten Tips at the beginning of this Guide. Get in touch as soon as possible, as you may have a limited amount of time to file your legal claim.

3.2 – Landlord obligations during a tenancy

Accommodating tenants' needs related to a disability

Under the [Ontario Human Rights Code](#), landlords are required to accommodate the needs of tenants with disabilities. There are many different kinds of disabilities that can each require different accommodations to be made in order to meet the needs of tenants. Some examples include:

- Putting a grab bar in a bathtub so that a tenant with a physical disability is able to safely bathe.
- Repairing and maintaining an accessible building entrance for tenants who use assistive devices, such as a walker or a wheelchair.
- Installing sound damping material, such as carpeting, for a tenant whose disability causes them to produce loud noises.
- Avoiding cleaning chemicals that a tenant is allergic to.
- Providing notices that are easy to read.

Both landlords and tenants have duties and responsibilities that they must follow during the process of making an accommodation.

As a tenant requesting an accommodation, you must:

- Inform your landlord about your disability and accommodation needs in writing.
- Provide information about your restrictions and limitations, including medical documentation if requested (see further details below).
- Participate in discussions regarding possible accommodation solutions and work with your landlord on an ongoing basis to manage the process.

Your landlord may request medical documentation, but you are not required to disclose specific medical diagnoses. If requested, medical documentation must provide enough information for your landlord to understand your limitations and need for accommodation. This documentation should be treated with confidentiality by your landlord, as it is personal health information which should not be shared.

In order to meet their responsibilities, your landlord must:

- Accept your request for accommodation in good faith.
- Take an active role in seeking solutions.
- Keep your information private.
- Grant your accommodation request in a timely manner.
- Pay for any medical documentation or information that they request from you.
- Pay for costs associated with making the accommodation, up to the point of “undue hardship” (see further details below).

Undue hardship

Landlords have a duty to accommodate their tenant’s disabilities up to the point of “undue hardship.” This means that a landlord is only discharged of their duty to accommodate if they can show that:

- The costs of making an accommodation would be so high that it would affect the very survival or change the essential nature of the landlord’s business.
- No outside sources of funding are available to assist with paying for the accommodation.
- Significant health and safety risks are likely to arise while making the accommodation, and these risks would outweigh any benefit of making the accommodation itself.

If a landlord claims that making an accommodation would cause them undue hardship, they would be required to demonstrate to a court or tribunal that this is true, based on any or all of the three circumstances listed above. A court or tribunal can only consider these three circumstances in their decision as to whether or not an accommodation process would cause the landlord undue hardship. It is not the tenant’s responsibility to prove that the accommodation can be made without causing undue hardship. If a court determines that undue hardship would be caused, a landlord would not be required to make the requested accommodation. If undue hardship is not found to be a concern, the landlord would be required to make the accommodation.

If a landlord refuses to accommodate a tenant’s disability, the tenant has the right to bring an application to the Ontario Human Rights Tribunal to address the issue.

For more information about accommodations for a disability, get in touch with one of the organizations listed in our Top Ten Tips at the beginning of this Guide.

Repairs and maintenance

Your landlord is responsible to repair and maintain your rental unit. This includes items that came with the unit, such as appliances, as well as common areas, such as parking lots and hallways.

The RTA says that “A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.”

This obligation does not change even if you agreed to accept the unit “as is,” or you were aware of a problem when you moved in, or even if the lease says something else about repairs and maintenance. Your landlord is always responsible for repairs.

In most parts of the province, property standards are in place that landlords must follow. These can vary depending on where you live, but could include rules around garbage, heat, pest management, exits and the number of people who can live in a unit. In locations where no local property standards by-law exists, the provincial [Regulation 517/06: Maintenance Standards](#) applies.

4. Ending a Tenancy

4.1 - Preventing an eviction

In almost all the situations described below, it is a good idea to get legal advice or information.

CERA may be able to assist you depending on the kind of eviction you are experiencing. CERA can provide legal advice and representation in most cases of no-fault eviction and can provide legal information about other reasons for eviction. [Learn more about our services.](#)

- Call us: 1-800-263-1139 OR 416-944-0087
- Email us: cera@equalityrights.org

You can also reach out to your [local legal clinic](#) to receive legal support and representation.

If you have a Landlord and Tenant Board (LTB) hearing, you may be able to get assistance for the hearing from [Tenant Duty Counsel](#).

Another program that may be able to assist you is [Pro Bono Ontario](#).

4.2 - Getting out of a rental lease

If you want to get out of a rental lease, you must first determine what kind of lease you are currently in.

If you have a month-to-month lease, you must provide your landlord with 60 days' notice that you will end your tenancy. The last day of the notice you give to your landlord must be the last day of the rental period. If you pay rent once per month on the 1st of the month, the last day of your notice must be the last day of the month. You can provide notice by using the LTB's N9 form [“Tenant’s Notice to End the Tenancy.”](#)

It is more complicated if you are in the middle of a term lease (for instance a one-year lease). If this is the case, you have a few options:

- You can ask your landlord to agree to end your tenancy.
- You can try to assign your unit to someone else, if you do not live in subsidized housing.
- You can apply to the LTB and ask them to end your tenancy for you.

If you and your landlord agree to end your tenancy, you should both sign the LTB's N11 form, [“Agreement to End the Tenancy.”](#)

You could also assign your tenancy to another tenant. In this case, another person takes over the rental agreement you have with your landlord. The terms of the lease stay the same, including the amount of rent charged. In order to do this, you will have to ask your landlord for permission, which you should do in writing. Your landlord must answer your request within 7 days. If they do not give you permission or if

they do not answer within 7 days, you can then give your landlord a 30-day notice to end your tenancy using the LTB's N9 form ["Tenant's Notice to End the Tenancy."](#)

Be aware that assigning your tenancy is different than subletting. If subletting, you will continue to remain on your lease. If you sublet your unit, you are still ultimately responsible for your unit and anything that could go wrong with it. For example, if your sub-tenant does not pay the rent, you will be responsible to pay the rent to your landlord.

Finally, there are some situations where you can apply to the LTB and ask them to let you out of your lease. For example:

- If you ask your landlord to let you sublet, but they will not allow you to.
- If you ask your landlord to allow you to assign your lease but they reject your proposed tenant without a good reason.
- If your landlord is not allowing you to terminate your tenancy and the reason you want to move out is because your landlord is harassing you, not making repairs, entering your apartment without following the rules, or doing other things that make it unacceptable for you to live there.

4.3 - Moving out

When escaping violence or abuse

If you need to move because you or your child is experiencing domestic violence or sexual abuse, there is a special process available to you. This process will make it possible for you to end your tenancy early, whether or not you have a term rental lease (for example a one-year lease) or a month-to-month rental lease. With this process, you will be able to end your tenancy after giving 28 days' notice.

This process is available to you if you or your child:

- Have been harmed or your property has been damaged.
- Fear for your safety.
- Have been held against your will.

These acts must have been committed by your spouse, former spouse or someone who you lived with who is like a spouse, someone you are dating, or used to date, or someone you or your child live with who is related to you.

This process is also available to you if you or your child have been a victim of sexual violence, which can include psychological violence or threats of violence as well as harassment, stalking or exploitation.

In order to use this process to break your lease, you must provide your landlord with:

- A copy of the LTB's N15 form, ["Tenant's Notice to End my Tenancy Because of Fear of Sexual or Domestic Violence and Abuse"](#); and

- A copy of the restraining order, peace bond or a form called "[Tenant's Statement about Sexual or Domestic Violence and Abuse.](#)"

On the N15 form, you should provide a date that is at least 28 days away, which will be the date you will terminate your tenancy.

Your landlord must keep this information confidential to protect you and your child's safety. They cannot show the unit or even advertise it while you are living there, to avoid someone identifying that your unit is being offered for rent.

If other tenants are living with you and they do not sign the N15 form, they can continue to live in the unit or they can give a notice to end their tenancy as well.

When a rental unit is being sold

Your landlord cannot make you move out simply because they are selling the unit you are renting. When a rental unit sells, the purchaser takes over the rental agreement, which means that the new purchaser cannot raise your rent any more than your unit's previous owner would be allowed to by law. That said, if the purchaser of your unit or their close family member or caregiver would like to move into your unit, they may serve you the LTB's [N12 notice](#). More information about this scenario is provided in the point below.

When a landlord or their family member wants to occupy the rental unit

If your landlord says that you have to move out because they, their family member, or their caretaker is going to move into your unit, first they must provide you with the LTB's N12 notice. This notice will be given to you at least 60 days before you are expected to move out. Your landlord must either offer you another acceptable unit to move into or pay you at least one month's rent before the end of the 60-day period provided in the N12 notice.

If you receive an N12 notice, you can move out at any time by providing your landlord with as little as 10 days' written notice. If you do not move out, your landlord will have to bring an application to the LTB to have you evicted. You can check [this list](#) to see if your landlord has made any errors in the N12 notice they gave you.

Also, your landlord will have to file a declaration with the LTB about why they need you to move out. If there is an error in your N12 notice, or in your landlord's declaration, you should tell the LTB at your hearing. You should also tell the LTB if you think your landlord is not being truthful about what they intend to do with your unit. Telling the LTB this may result in the LTB not allowing the eviction to occur.

When a landlord wants to renovate

If your landlord plans to repair or renovate your unit, and if the repairs require that your landlord obtain a building permit and for the unit to be vacant, your landlord must provide you the LTB's [N13 notice](#). This notice must be given to you at least 120 days before you are expected to move out and the end date of the tenancy must be the last day of a term or payment period. If you receive an N13 notice you can move out at any time by giving as little as 10 days' written notice.

You have the right to move back in once the work is completed. This is known as the right of first refusal. If you would like to move back in, you should inform your landlord in writing before you move out. If you do this, your landlord has to offer the unit back to you when the work is complete at the same rent that they could have charged if you had stayed in your apartment. If your landlord does not let you move back in, you can bring a [T5 application](#) to the LTB.

If the work was not ordered to be done by a government body, you are entitled to receive compensation or to be offered another unit. The amount your landlord must pay you depends on how big the building is, how long the renovations take and whether or not you have told your landlord you want to move back in. If your landlord does not pay you the compensation you are owed, you can refuse to move out, or bring a [T1 application](#) to the LTB.

You can decline to move out until an LTB hearing is held if:

- You think your landlord is not actually going to do the repair or renovation work that is described in their notice.
- You do not think you need to move out for the work to be completed.
- You think your landlord will not be required or be able to get a permit to do this work.

4.4 - Landlord and Tenant Board hearings

The Landlord and Tenant Board hearing process

Most LTB hearings are now happening virtually, meaning that the LTB will use an online platform like Zoom to hold your hearing.

Hearings take different amounts of time, based on various factors including the number of witnesses, the issues at hand, and the evidence presented. Several hearings are scheduled for the same day so you should be prepared to wait for your case to be called, which may take the whole day. If you will be unable to attend the hearing yourself, you may send a representative if you provide written authorization to that person. The representative may then argue your case, or request to change the date of the hearing to another time when you will be available.

Before your hearing, you will have the opportunity to request a mediator and Tenant Duty Counsel. Mediators attempt to help landlords and tenants to come up with compromises that are acceptable to

each party. Mediation is voluntary and confidential. Tenant Duty Counsel are legal professionals who help tenants for free on the day of their hearing. While you do not need an appointment to speak to either a mediator or Tenant Duty Counsel, you should arrive promptly at the start of your hearing to ensure that you have a chance to consult them before your file is called.

If you are representing yourself and you do not understand something that is being said, ask the LTB member to explain. While the LTB member cannot give you legal advice or tell you how best to present your case, they may slow down the proceedings or explain the process in more detail.

If you think that an online LTB hearing will be difficult for you to attend, you can file a [Request for Accommodation](#) to ask the LTB to give you an in-person hearing. The LTB might consider granting your request for an in-person hearing if you have a disability that would make an online hearing challenging for you, or if the hearing would be unfair because you do not have reliable internet or phone access. Additionally, in Toronto, Hamilton, London or Ottawa you may be able to use a [hearing centre](#) to connect to your LTB hearing. Both the Request for Accommodation and a request to use the hearing centres must be made in advance of your hearing, and are approved by the LTB on a case-by-case basis.

If you require language interpretation, or a disability accommodation, contact the LTB in writing to make those arrangements. Keep a copy of any letters you send to the LTB. It is prudent to arrange your own interpreter as well, and to speak to Tenant Duty Counsel before your hearing if you are not represented.

Once your case is called, the process will be as follows:

- The applicant (e.g. the landlord) gives their opening statement and tells their side of the story.
- The respondent (e.g. the tenant) can ask questions about the applicant's evidence and present their own evidence.
- The respondent tells their side of the story.
- The applicant can ask the respondent questions.
- Each side gives a closing statement summarizing their argument and what they want the outcome to be.
- The LTB member makes a decision.

At the end of the hearing, the LTB member will either give their decision right away or “reserve their decision.” Reserving their decision means that they will take time to consider the evidence and arguments. In both cases, you will receive the decision in writing.

Missing a hearing

If you do not attend your hearing, the LTB will probably make an order to evict you. It is very important that you get legal advice immediately. Please see our Top Ten Tips at the beginning of this Guide to find out where you can get help.

If you have missed your hearing and you would like to challenge the eviction, you must act very quickly. Here are a few steps that you can follow:

- If you are being evicted for not paying your rent, you may be able to stop the eviction by paying everything you owe from previous months, any rent that is currently due, and the fee that your landlord was charged by the LTB when they filed your case. The order from the LTB will detail the amount that you need to pay. You will then need to ask the LTB to “void” the eviction.
- You can [ask the LTB to review](#) the decision to evict you. You must do that within 30 days of the date of the eviction order. If more than 30 days have passed, you can file a request to [extend or shorten time](#) along with your review request. The LTB will look at your request and decide if you will get a new hearing. If the LTB gives you a new hearing, they will give you an order, called a “stay” which stops the eviction process from moving forward until the hearing is held. You will have to provide this to the Sheriff to ensure that they know the eviction has been stopped. If the LTB does not give you a new hearing, the eviction against you will move forward.
- In some cases, it might make sense to ask a court to change the decision. It would be a good idea to get legal advice before doing this.

You can also talk to your landlord and see if they will agree to let you stay. If they agree, be sure to get proof of this agreement in writing.

If you are locked out of your unit by the Sheriff, you will have 72 hours to arrange with your landlord to move your belongings out of your unit.



THE ONTARIO RENTERS' GUIDE

