

The Tenant Survival Manual



Federation of Metro Tenants' Associations

Thank You

This manual would not exist were it not for the kindness and generosity of many people.

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Jed Kilbourn
Toronto, 2007

This edition of the Tenant Survival Manual is dedicated to the memory of Fred Gloger, who created the first 'Tenants Guide' in 1983. Sadly, Fred passed away in 2005 at the age of 43.



Federation of Metro
Tenants' Associations

 **TORONTO** Shelter, Support & Housing Administration

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Introduction

The Tenant Survival Manual was first created in 1985 in the hope of providing tenants in Toronto with a better understanding of the landlord and tenant law at the time and how it affected them. Since then, the Tenant Survival Manual has gone through many changes and has been constantly updated to provide tenants with the most current information about their rights and responsibilities.

On January 31st, 2007, the law that governs the relationship between property owners and tenants was changed. The new law is called the *Residential Tenancies Act*.

The Tenant Survival Manual is designed to give tenants a better understanding of the *Residential Tenancies Act* and to help answer questions that you may have about your rights and responsibilities.

The Tenant Survival Manual is also meant to act as a resource for tenants looking for services that can help them enforce their rights. It is not a substitute for legal advice – if you need legal assistance, contact a lawyer, a qualified paralegal, or your local Community Legal Clinic. For help finding your local Community Legal Clinic, please see the *Where to Get Help* section at the back of this Manual. You can also call the **Tenant Hotline** at **416-921-9494**.

In addition to the *Residential Tenancies Act*, there are two other laws in Ontario that protect the rights of tenants:

- The first of these is the *Ontario Human Rights Code (OHRC)*. It is responsible for ensuring that people are not discriminated against because of their race, colour, sex, citizenship, ability, gender, family status, sexual orientation or because they are on welfare or other financial supports.
- The second law, called the *Social Housing Reform Act (SHRA)*, is responsible for determining how social housing is administered and particularly how rent is calculated.

The Tenant Survival Manual is mainly concerned with helping tenants understand the *Residential Tenancies Act*.

Note: Anything that you read in the Survival Manual will apply if you are a tenant in Ontario. However, many of the resources we list are only available in the City of Toronto. If you don't live in Toronto but have questions about the law, you can contact the Landlord and Tenant Board or your local Community Legal Clinic. See the **Where to Get Help** section at the back of this manual.

The Residential Tenancies Act

The *Residential Tenancies Act (RTA)* is the law that governs the relationship between residential property owners and tenants in Ontario. It came into effect on January 31st, 2007.

Throughout this manual, there are references to **Sections** in the *Residential Tenancies Act*. This allows you to look up each section in the *RTA*. This manual also refers to the *RTA Regulations*, which sets out more specific rules under the *Residential Tenancies Act*. When you read the *RTA*, you know to look in the *Regulations* when the law says ‘as prescribed’. If you want to view the entire text of the *Residential Tenancies Act* online, go to www.elaws.gov.on.ca. You can also purchase a copy of the *RTA* from the Government of Ontario Bookstore. To order a copy, call **416-326-5300** or if you live outside of Toronto, **1-800-268-7095**.

Landlord and Tenant Board

The Landlord and Tenant Board (sometimes called the LTB or Board) was created on January 31st, 2007 at the same time that the *Residential Tenancies Act* was introduced. Its purpose is to resolve disputes between tenants and property owners.

The Landlord and Tenant Board is like a court. It works by accepting applications from tenants or property owners who feel that their rights have been violated or who want to enforce obligations created by the *RTA* or a tenancy agreement. There are three Landlord and Tenant Board offices in Toronto:

- Toronto South Regional Office
79 St. Clair Avenue East, Suite 212
Toronto, Ontario M4T 1M6
- Toronto North Regional Office
47 Sheppard Avenue East, Suite 700
Toronto, Ontario M2N 5X5
- Durham Regional Office (for eastern Toronto)
2275 Midland Avenue, Unit 2
Toronto, Ontario M1P 3E7

You can call **the Landlord and Tenant Board** at **416-645-8080** (for Toronto) or **1-888-332-3234** (for outside Toronto) or go to the LTB website at www.ltb.gov.on.ca to find your local Board office.

Are You Covered by the *Residential Tenancies Act*?

Private Market Housing

The *Residential Tenancies Act* covers most people in private market rental housing. The law applies if you rent a house, apartment, basement, rooming house room, boarding home room, rented condominium, or live in a 'care home', like a retirement home or permanent assisted living.

It is important to know that the *RTA* does not apply in certain situations:

The *RTA* does not apply to you if you share either the kitchen or the bathroom with the property owner or a member of a property owner's immediate family.

The *Residential Tenancies Act* does not apply if you are:

- In jail
- In a hospital or other institutional facility
- In a student residence
- In an emergency shelter
- In temporary accommodation (like a hotel)
- In premises that are meant to be used as a business
- In non-profit co-op housing

Note: If you share your apartment with a roommate, but your name is not on the lease, you may not be covered by the *RTA*. For a sample roommate agreement, see the Resources section at the back of this Manual.

If you are not sure if you are covered by the *RTA*, you can call the **Tenant Hotline** at **416-921-9494**. See **Section 5** of the *RTA* for a complete list of exemptions.

Social Housing

The *Residential Tenancies Act* also applies to tenants living in social housing (sometimes called subsidized housing) except for rules about rent and rent increases. The law that determines the rules about rent for social housing is called the *Social Housing Reform Act*.

Tenants living in social housing have the same rights and responsibilities as tenants in private market apartments including the legal right to clean, well-maintained and safe apartments.

Before You Move In

You should always make sure to look at an apartment before you agree to rent it. Don't just look at a 'model suite' or a 'typical apartment' in the building. Check that all the appliances work and look for common problems like holes in the walls, leaky faucets and pests. These types of problems might be a sign of a property owner's poor response to maintenance and repair issues.

To find out if there are outstanding property standards violations on your building, you can look at the City of Toronto's **Apartment Standards** website at www.toronto.ca/apartmentstandards/home.htm. Outstanding work orders are an indication that a property owner is not addressing repair and maintenance issues.

Note: Even if you agree to take an apartment that has disrepair issues, you always have the right to request repairs. The property owner cannot force you to take the apartment 'as is'. See **Section 20. (2)** of the *RTA* for more information.

Tenancy Agreements

A tenancy agreement is a legal agreement between you and a property owner that allows you to live in your place. A tenancy agreement can be spoken (verbal) or it can be written. If it is written, it is usually called a Lease or Rental Agreement. Tenancy agreements are usually either weekly or monthly, or for a fixed term. All tenancy agreements are automatically renewed when they are over and they can only be ended by a notice, by agreement, or by an order from the LTB.

When you are filling out an application for an apartment, a property owner is allowed to ask for different kinds of information. That information may be:

- Your name and current address
- Your employment history and work references
- Previous property owner references
- Income and banking information
- Credit checks and credit references
- A guarantor (someone who can be legally held responsible if you do not pay your rent)

You do not have to give out your social insurance number and you do not have to supply proof of citizenship. The Ontario Human Rights Code allows property owners to ask for any of the above information as long as they do not use any single one as the reason for refusing to rent to you. For example, a property owner may ask for income information as long as they also ask for previous property owner references and employment history.

Before You Move In

Before you sign a lease, it is important to know:

- Who the property owner is
- How long the tenancy is (usually 12 months)
- What you are paying for (hydro, heat, parking, cable)
- How much rent you are expected to pay
- When you are expected to pay (monthly or weekly) and on what date

Note: Do not sign a lease or give any money to a property owner unless you are certain that you want to move in. Once you have signed a lease or given money to the property owner, you have entered into a legal agreement and may be held responsible for fulfilling the terms of the lease.

It is important to know that the *RTA* supersedes anything written in a lease. This means that if something in your lease conflicts with the *Residential Tenancies Act*, it is the *RTA* that must be followed.

If you signed a lease, a property owner must give you a copy of the lease within **21 days** of signing it. If a property owner does not provide you with a copy of the lease within **21 days**, you can stop paying your rent until you get a copy of the lease.

If you entered into a tenancy agreement but did not sign a lease, a property owner must give you their name and address within **21 days**. If a property owner does not provide you with their name and address within **21 days**, you may stop paying your rent until they give you their name and address. See **Section 12** of the *RTA* for more information.

Note: A property owner cannot make you sign a lease after you have moved in.

You do not have to move out when your lease expires and you do not need to sign a renewal of your lease in order to stay in your apartment. When your lease expires, you automatically become a 'month-to-month' tenant. (Month-to-month tenancy means that you choose to automatically renew your tenancy on a monthly basis, until you give a property owner **60 days written notice** that you would like to move.) A month-to-month tenant is still covered by the terms of the original lease and protected by the *RTA*. See **Section 38** of the *RTA* for more information.

Even if you have never signed a lease, you are still protected by the law.

Before You Move In

Discrimination

According to the *Ontario Human Rights Code*, a property owner cannot refuse to rent to you because:

- Of your race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, sex, sexual orientation, age, marital status, or family status
- You have a disability
- You are receiving social assistance (welfare, ODSP, etc.)

One example of discrimination is buildings that advertise being an “adult only building.” The *Ontario Human Rights Code* maintains that it is illegal to prevent families with children from renting an apartment. Another example of discrimination would be a property owner who refuses to a tenant because they don’t have credit information or employment history. The *Code* says that it is illegal for a property manager to refuse to rent to someone because they do not have credit information or employment history.

The *Ontario Human Rights Code* also says that a property owner has a duty to accommodate people with disabilities, unless the property owner can prove that they cannot afford to do the necessary work. Accommodating the needs of a tenant with disabilities can include building a wheelchair ramp into your building or putting safety rails in your unit.

To learn more about the *Ontario Human Rights Code*, see the **Ontario Human Rights Commission’s** website at www.ohrc.on.ca or call them at **416-326-9511**.

If you think you have been discriminated against, you can call the **Centre for Equality Rights in Accommodation (CERA)** at **416-944-0087**. CERA also has a website at www.equalityrights.org/cera.

Information for New Tenants

When you move in, a property owner must give you an information brochure from the Landlord and Tenant Board. The brochure tells you what your rights and responsibilities are and provides contact information for the Board. See **Section 11** of the *RTA*.

Before You Move In

Last Month's Rent Deposit

When you move in, the property manager can ask you to pay your last month's rent in advance. This is called your Last Month's Rent deposit, LMR, or security deposit. Your Last Month's Rent deposit cannot be more than one month's rent for a monthly tenancy, or one week's rent for a weekly tenancy.

The last month's rent deposit can only be used as a rent payment for your last month or week of rent. It cannot be used for cleaning or to repair damages.

Once you move in, a property owner *cannot* make you pay a last month's rent deposit. It must be collected before you move in.

Once a year, you are entitled to interest on your Last Month's Rent deposit. **The amount of interest is equal to the amount your rent can increase**, which changes every year. If you have received a rent increase, a property owner may require that you increase your Last Month's Rent deposit so that it is equal to your current rent. A property owner may use the amount of interest gained on your Last Month's Rent deposit to "top up" your deposit. This means that when you move out, your last month's rent deposit will automatically be equal to your monthly rent and you will not be required to pay any additional money in your last month.

If your rent did not increase and the property owner has not already paid you interest on your Last Month's Rent deposit, you are entitled to automatically deduct the interest amount from your rent on or after your anniversary date. See **Section 106** of the *RTA* for more information about Last Month's Rent deposits.

Note: Don't forget to ask for a receipt when you give *any* money to the property owner! The law says that a property owner must always supply you with a receipt when you ask for one! **See Section 109.(1)** of the *RTA* for more information.

Before You Move In

Key Deposit

A property owner is allowed to ask you for a 'key deposit' before you move in. The key deposit may only be equal to the actual cost of replacing your keys. Key deposits also include magnetic or 'card' keys, which may be more expensive to replace than regular keys. A property owner can also require you to pay for additional keys or key cards or require you to pay for replacements if you lose your keys.

Your key deposit must be returned to you when you move out.

Illegal Charges

Before you move in, the only charges a property owner may ask for, in addition to the rent for your first month, are Last Month's Rent deposits and key deposits.

Once you have moved in, a property owner can only charge you additional charges for very specific reasons. The most common of these charges is if you have written a cheque and it is returned because you do not have enough money in your bank account to pay for it. A property owner may ask you to pay an administrative fee of up to **twenty dollars** in addition to the amount the bank charges them. Your bank may also charge you a fee for bounced cheques.

With few exceptions, most of the other charges a property owner may ask for are illegal, *unless you agree to them*. If you think that you have paid an illegal charge, you can file an Application for a Rent Rebate (TI) at the Landlord and Tenant Board to get the money back. You must apply within one year of paying the illegal charge. See **Section 134** of the *RTA* and **Section 17** of the *RTA Regulations* for more information about illegal charges.

If you are unsure about whether or not a property owner has charged you an illegal charge, call the **Tenant Hotline** at **416-921-9494**

Rent

There is no limit to what a property owner can charge for rent in a vacant unit. This is called vacancy decontrol. Once you move in, however, there are limits to how often and how much your rent can increase.

A property owner cannot make you pay your rent with postdated cheques or automatic debit deductions, and the *Residential Tenancies Act* says that a property owner must give you receipts when you ask for them. Your rent receipts prove that you have been paying your rent so it is important that you ask for them and keep them for your records! See **Sections 108 and 109. (1)** of the *RTA* for more information.

Rent Increases

How Often Can My Rent be Increased?

A property owner can only increase your rent once every **12 or more months**. The date that your rent increases is called your anniversary date. See **Section 119. (1)** of the *RTA* for more information about how often your rent can increase.

In order for a rent increase to be legal, a property owner must give you **90 days written notice** before your rent is to increase. You do not have to pay any increase until you have been given **90 days written notice**, even if it means that your anniversary date will change. Usually, property owners use a form called an NI to notify tenants that their rent will increase. A letter can be legal notice if it includes your name, the date, the date of the increase, your address, the name of the property owner, and the new amount. See **Section 116. (1)** of the *RTA* for more information about how often your rent can increase.

Note: Sometimes property owners try to make tenants pay extra if they find a roommate. This is an illegal rent increase and you do not have to pay the increase.

How Much Can My Rent Increase?

Your rent can only increase by a certain amount. This amount, called the annual guideline amount, is announced by the provincial government every August.

The annual guideline amount is equal to the increase in the consumer price index. For example, the annual guideline amount for **2007** is **2.6%** and for **2008** it is **1.4%**.

Agreement to Increase the Rent

You can agree to pay a larger increase if a property owner adds a new service to your unit (like an air conditioner or a washer and dryer), or if a property owner makes certain improvements to your unit.

If you agree to an increase, the maximum amount that your rent can increase is **3%** plus the annual guideline amount. It might be worthwhile to calculate how much that amount is before agreeing to it – for example, if you are increasing your rent because the property owner is giving you an air conditioner, it might just be cheaper to buy your own.

If you agree to the increase but change your mind, you must give the property owner written notice that you do not want the increase within **five days** of agreeing. Keep in mind that once the **five days** are up, the new amount stays on your rent, but the property owner must also continue to provide the new service. See **Section 121** of the *RTA* for more information on agreements to increase the rent.

Above Guideline Rent Increases

In certain situations, a property owner may increase the rent above the annual guideline amount, even if the tenants do not agree. This is called an Above Guideline Increase (AGI). In order to increase the rent above the annual guideline amount, a property owner must apply to the Landlord and Tenant Board and there must be a hearing.

A property owner may only apply for an AGI if they have:

- Experienced an ‘extraordinary’ increase in municipal taxes or heat, hydro, and water costs
- Done capital expenditure work on your building (like replacing the elevators or putting a new roof on the building)
- Increased the security of your building

If a property owner has applied for an AGI, they must submit evidence about their expenses to the Landlord and Tenant Board. After they have submitted their evidence, they must give you Notice of Hearing and a copy of the application (called an L5) **30 days** before the hearing.

The property owner must also make all the evidence about their expenses available to you by either having a copy of the file available at the management office, or providing you with a CD of the file (they can charge no more than **\$5.00**).

You have a right to challenge the increase!

The **Federation of Metro Tenants’ Associations (FMTA)** is funded by the City of Toronto to help tenants fight Above Guideline Increases. If you have received a notice that your rent is increasing above the annual guideline amount, or would like more information, please call the **FMTA Outreach & Organizing Team** at **416-413-9442**. For more information about Above Guideline Increases see **Section 126** of the *RTA*.

Rent Reductions

There are a number of reasons that your rent may be reduced:

If the property owner has been granted an Above Guideline Increase for an extraordinary increase in utilities, they must reduce the rent if the cost of one of the utilities decreases. Similarly, if the property owner has been granted an Above Guideline Increase for capital expenditures, the amount that they have been granted must be removed from your rent when the expenditure has been paid for. This reduction is automatic, and the date that the rent will be reduced will be written in the Order allowing an Above Guideline Rent Increase.

If a property owner has discontinued or reduced a service that is included in your rent, like closing a swimming pool, removing any common area or cutting off cable TV, you are allowed to apply to the Landlord and Tenant Board for a reduction in your rent. An Application for a Rent Reduction (T3) must be made within **12 months** of experiencing the decrease or loss of service. See **Section 130** of the *RTA* for more information.

If the property taxes for your building go down between two consecutive years, you are entitled to a reduction in your rent. If the tax decrease is 2.49% or less, you have to apply to the Landlord and Tenant Board for a rent reduction. If you have more questions about making an application for a rent reduction because of property taxes, call the **Tenant Hotline** at **416-921-9494**. For more information, see **Section 131** of the *RTA*.

Automatic Rent Reductions

If the property taxes for a building go down by more than 2.49% between two consecutive years, the *Residential Tenancies Act* requires that a municipality notify the tenants of an automatic rent reduction by December 15 each year. If your building has a tax decrease of more than 2.49%, you will receive a notice from the City of Toronto. You are entitled to *automatically* reduce your rent by the percentage amount shown in the notice without having to apply to the Landlord and Tenant Board. If you have questions about the notice or how to calculate the dollar amount of your rent reduction, call the **Tenant Hotline** at **416-921-9494**. For more information about Automatic Rent Reductions, see **Section 131** of the *RTA* and **Section 41** of the *RTA Regulations*.

Rent Freezes

If there are outstanding maintenance or repair issues in your unit or building, the Landlord and Tenant Board can order that the rent be frozen. This is called an Order Prohibiting Rent Increase (OPRI). This means that until the work gets finished, the property owner cannot increase your rent. Orders Prohibiting Rent Increase are not automatic, which means that in order for them to take effect, a tenant must make an Application About Maintenance at the Landlord and Tenant Board. See **Section 30. (1), 7 & 8** of the *RTA* for more information. Once the repairs are done, the property owner may raise the rent, without notice, to the amount it would have been without the Order Prohibiting Rent Increase.

Rent

If you are moving in to a vacant unit, a property owner must tell you in writing if there is an Order Prohibiting Rent Increase and what the rent will be once the Order Prohibiting Rent Increase is removed. See **Sections 30. (1), 6 and 114 & 115** of the *RTA* for more information.

Trouble Paying Your Rent?

If you are having trouble keeping up with your rental payments, you may want to consider getting on the list for rent-geared-to-income housing. Rent-geared-to-income housing is housing where tenants receive a subsidy so that their rent is equal to about 30% of their income before taxes. Rent-geared-to-income housing is also known as social housing or subsidized housing.

Housing Connections is an organization that helps people who want to apply for social housing in Toronto. They are responsible for maintaining a centralized waiting list for all rent-geared-to-income housing in the city. For more information about **Housing Connections**, see the *Who Can Help* section at the back of this manual.

Housing Help Centres maintain a housing registry to assist people looking for affordable private market housing. For more information about **Housing Help Centres**, see the *Who Can Help* section at the back of this manual. If you are having trouble paying your rent and you live in private market housing, you may be able to get assistance through the **Rent Bank** program. See the *Who Can Help* section at the back of this manual for more information about the **Rent Bank**. If you are having trouble paying heating or energy bills, you may be able to access programs that can help you with those bills. Contact the Toronto **Neighbourhood Information Post** at **416-924-2543** for more information.

If you are receiving OW or ODSP, you may be able to receive additional money to help you pay for your arrears, moving costs, first and last month's rent or other expenses. Contact your OW or ODSP worker for more information.

Rent in Social Housing

If you live in social housing, most of the rules about rent do not apply to you. Generally, if your rent is geared-to-income, the amount that you pay is roughly **1/3** or **30%** of your total income. The amount you pay for rent can change, depending on what your income is. If you have concerns about how your rent is calculated, call the **Tenant Hotline** at **416-921-9494**.

Repairs and Maintenance

The *Residential Tenancies Act* says that a property owner is responsible for cleaning and maintaining common areas and for fixing anything that breaks or does not work properly in your apartment. A property owner is also responsible for helping you get rid of pests like cockroaches, mice, rats, and ants.

It is your responsibility to notify a property owner about any necessary repairs in your apartment, to keep your apartment clean, and to fix anything that you or your guests break. See **Sections 33 and 34** of the *RTA* for more information about tenant responsibilities.

Note: A property owner cannot interfere with your heat, hydro or water. If the property owner cuts off your access to these vital services, contact **Municipal Licensing and Standards** (sometimes called Property Standards) or your local **City Councillor** immediately! In the City of Toronto, the temperature in your apartment must be **21 degrees Celsius** or **70 degrees Fahrenheit** between **September 15 and May 31**. See Section 21 of the *RTA* for more information.

Even though the *Residential Tenancies Act* says that a property owner must repair things that break, it can sometimes be difficult to get things fixed. The *RTA* provides remedies for tenants who are having problems getting a property owner to repair things.

If you are having problems getting repairs done, it is likely that your neighbours are having problems as well. If you start asking your neighbours, you might find that a bunch of you want to help each other get some of your common problems fixed.

If there is repair or maintenance work to be done:

1. Identify the problem (broken fridge, a hole in the wall, cockroaches etc.)
2. Talk to the property owner or manager about the problem
3. Request the repair **in writing**
 - For a sample letter, see the Resources section at the back of this manual
 - The request should include:
 - Your name
 - The date
 - Your apartment number
 - What needs to be fixed

Remember: Keep a copy of your written repair request!

Repairs and Maintenance

4. Contact your local **Municipal Licensing & Standards Office** (Property Standards)

Scarborough	416-396-7071
Etobicoke/York	416-394-2535
North York	416-395-7011
Toronto & East York	416-397-9200

5. You can also find out more about **Municipal Licensing & Standards** and **Apartment Standards** at the City of Toronto's website, listed in the *Where to Get Help* section of this manual.
6. Make arrangements with **Municipal Licensing & Standards** inspector for an inspection.
7. After the inspection the inspector may issue the property owner a 'Notice of Violation' or 'Order to Comply'. If the property owner does not comply with an Order from the City, they may be fined.
8. Sometimes, your local **City Councillor** can help with getting repairs and maintenance taken care of. To find how to contact your **City Councillor**, see the section *Where to Get Help* at the back of this manual.

The *Residential Tenancies Act* states that repairs must be done in a "reasonable" amount of time. "Reasonable" can be confusing to tenants, because there is nothing that states how long a repair should take.

Reasonable is what YOU consider reasonable, and the length of time you choose to wait for repairs may change, depending on the problem.

If repairs still have not been completed:

You may submit a T6 form (Application About Maintenance) to the Landlord and Tenant Board.

If you file an application about repairs and maintenance with the Landlord and Tenant Board, you can also ask to pay your rent into the Board instead of to the property owner. See **Section 195. (1), (b)** of the *RTA* for more information.

You can ask the Board for:

- A rent abatement (a temporary lowering of your rent)
- Compensation for the cost to repair or replace property which was damaged
- Compensation for expenses (like spoiled food, a space heater)
- An Order Prohibiting Rent Increases
- An Order that the property owner pay for the cost of repairs you did
- An Order that the property owner pay for the cost of repairs you will do yourself
- An Order that the property owner do the work
- An Order ending your tenancy

See **Sections 30 and 31** of the *RTA* for more information about remedies.

Repairs and Maintenance

To prepare for a T6 application, you must have evidence that there are repair and maintenance issues and that you have asked the property owner to fix them.

Evidence can be:

- **Letters:** Letters prove that you have asked the property owner to do the repairs, and they also can prove how long it has taken the property owner to fix the problem
- **Photos:** can help illustrate the extent of the repair issue, or the extent of the damage
- **Witnesses:** if there are other tenants who have problems, or if they have seen the problems in your unit, they can act as witnesses. Property Standards inspectors can sometimes act as witnesses

Filing an application about Maintenance at the Landlord and Tenant Board costs **\$45**. If there are other tenants who are affected by the same issue, you can file an application together. Each additional applicant must pay **\$5**. The more people you add to the application, the cheaper it becomes for each individual tenant.

For more detailed information about getting repairs done, you can download a copy of *Getting Repairs Done* from the FMTA website or if you call the **Tenant Hotline** at **416-921-9494**, we can mail you a copy.

Working Together

If you are having problems in your building, it is likely that your neighbours are having problems too. Trying to get the property owner to fix something can be a frustrating process, but if you have the help of your neighbours, you can spread some of the work out. We, as tenants, are often each other's best resource. We know the building we live in better than anyone, but sometimes it takes a bit of effort to get together as a group. Some buildings have established tenant associations, and other buildings just get groups of neighbours together for specific reasons. There is no 'right' way to get your neighbours together as a group. Each building has different needs, and you know best what those needs are.

The Federation of Metro Tenants' Associations has literature available for tenants who are interested in working together. We also operate an Outreach & Organizing team who can come to your building and help you form a group of tenants who are interested in improving their building. For more information, call the **Outreach & Organizing** team at **416-413-9442** or go to **www.torontotenants.org**.

Even if there isn't a problem that needs to be fixed in your building, getting your neighbours together can create a community of people who can support each other and make your building a better place to live.

It is also important to know that the property owner may not interfere with your right to form a tenant association or join a tenant association. See **Section 233. (h)** of the *RTA* for more information.

Languages

Always take the time to find out what languages your neighbours speak. If you are holding a meeting for all the tenants in your building, try to invite people who can speak other languages who might be able to translate. If you can, bring written material in different languages to your meetings. The Federation of Metro Tenants' Associations' *Guide to Tenant Rights* and the *Tenant Survival Manual*, are both available in multiple languages at **www.torontotenants.org**.

Privacy

When you rent any kind of rental unit, you have the right to privacy. A property owner and their employees can only enter your apartment under certain conditions. If you agree to allow a property owner into your apartment, no notice is required; however you do not have to agree to let them in without written notice, except under very limited circumstances.

- In the case of an **emergency**, a property manager may enter your unit **at any time**.
- If you have given a property owner notice that you are moving out, and they want to show the apartment to prospective tenants, they must make a “reasonable effort” to notify you and they may only enter between **8 am** and **8 pm**.
- If there are repairs that need to be done in your unit, a property owner must give you **24 hours written notice** before entering your unit. They may only enter between **8 am** and **8 pm**. The notice must tell you the time and reason for entry. If you have been given sufficient notice, a property owner is allowed to enter your apartment *even if you are not at home*.
- A property owner is also allowed to enter your apartment to:
 - do a maintenance inspection;
 - to allow a potential purchaser to view the unit;
 - or if you have indicated a reason for entry (like cleaning services) in your lease

The property owner must give you **24 hours written notice** before entering and they may only enter between **8 am** and **8 pm**.

For more information on privacy, see **Sections 26** and **27** of the *RTA*.

Locks and Keys

As a tenant, you can only change the locks on your rental unit if you first obtain the permission of the property owner. This includes the addition of deadbolts or chain locks. If you are worried about security, you can legally install a door alarm. See **Section 35** of the *RTA*.

A property owner has the right to change the locks on your door without your permission, but they must give you a copy of the key or key card.

If you have lost your keys, a property owner can charge you for a replacement, but this charge cannot be more than the actual cost of the key or key card.

If a property owner changes your lock but does not give you a key or key card, this is considered an illegal eviction. Only the Sheriff has the power to lock you out of your apartment, and they can only do that after the property owner has obtained an eviction order from the Landlord and Tenant Board.

If you have been illegally locked out, get help immediately. Call the **Investigations and Enforcement Unit** of the **Ministry of Municipal Affairs and Housing** at **1-888-772-9277** for help. You can also call the **Tenant Hotline** at **416-921-9494** or your local **Community Legal Clinic**. If the property owner has locked you out after hours or over the weekend, call the **Police**.

Harassment

Harassment is a serious concern for many tenants. Harassment can happen in many ways. It can be considered harassment if a property owner threatens to evict you or threatens to turn off your heat, hydro, or water. It can also be considered harassment if the property manager threatens you because you have asked for repairs to be done; if you are filing an application at the Landlord and Tenant Board; or if you are trying to form a tenant association. See **Sections 22** and **23** of the *RTA* for more information.

The *Residential Tenancies Act* protects tenants from harassment. If you feel that you have been harassed, you can call the **Tenant Hotline** at **416-921-9494** or file an Application About Tenant Rights (T2) at the Landlord and Tenant Board.

If a property owner has assaulted you or if you have been threatened, call the Police immediately!

Ending Your Tenancy

If you want to move out, the *Residential Tenancies Act* requires that you give the property owner written notice.

If You are a Month-to-Month Tenant:

If you are a **month-to-month tenant** (which means that you haven't signed a lease, or chose not to renew your existing lease) you must give a property owner at least **60 days written notice**. If you rent your apartment by the **week**, you must give a property owner at least **28 days written notice**.

You can get a notice of termination form from the Landlord and Tenant Board (Form N9) or you can write a notice yourself. If you write your own notice, it must contain:

- Your name
- The property owner's name
- The date of termination (which is the last day before you pay your rent – for example, if you pay your rent on June 1st, your date of termination would be May 31st)

If you paid a Last Month's Rent deposit, it must be used for the last month that you are in your apartment.

If You Have a Lease:

If you have signed a lease and you want to move, your date of termination must be the last day of the lease. You still have to give at least **60 days** notice before the end of your lease. For example, if you signed a one-year lease on June 1st, 2007, the earliest you could leave would be May 31st, 2008: You would have to give notice to the property owner on or before April 1st, 2008.

If you have signed a lease but need to leave before the end of the lease, you have a few options:

- You can ask the property owner to let you out of the lease early and get him or her to sign an agreement to terminate a tenancy, which is a form available at the Landlord and Tenant Board (Form N11). The property owner does not have to do this.
- If the property owner refuses to sign an agreement to terminate the tenancy, you may choose to **sublet** or **assign** your apartment.

Remember: You do not have to move out when your lease expires and you do not need to sign a renewal of your lease in order to stay in your apartment. Once your lease expires, you automatically become a month-to-month tenant, and all the original terms and conditions of your lease continue to apply.

Ending Your Tenancy

Subletting a Tenancy

Subletting means that you find someone to live in your unit while you are away for a specific period of time. When you sublet your apartment, your name is still on the lease, which means that you are still responsible if the rent doesn't get paid or if the person living in your unit breaks something.

You must first ask your property owner for permission to sublet. Put your request in writing, and keep a copy of the letter for yourself.

If the property manager or owner says *no* to your request to sublet, or does not respond to your request, you can apply to the Landlord and Tenant Board. The Board can:

- approve the sublet or approve a sublet to a different person;
- end the tenancy; or,
- refund some or all of your rent

If the property owner says *yes* to your request to sublet, you must then find someone to sublet your unit. For more information on subletting, see **Sections 97, 98 and 99** of the *RTA*.

Assigning a Tenancy

If you have signed a lease and you want to leave your apartment before the end of the lease, you can ask the property owner, in writing, for permission to assign your tenancy.

Assigning means that you find someone else to take over your lease. The new tenant's name replaces yours on the lease. The new tenant becomes responsible for the apartment in your place and you are no longer responsible for the rent. When you ask for permission to assign your tenancy, put your request in writing and keep a copy of the letter for yourself.

If the property manager or owner says *no* to your request to assign, or does not respond to your request within **7 days**, you can give **30 days** notice in writing and move out with no further obligation; or you can apply to the Landlord and Tenant Board. The Board may:

- approve your request to assign or approve the assignment to someone else;
- end the tenancy; or,
- refund some or all of your rent

If the property owner says *yes* to your request to assign, you must then find someone else to take over your lease. The property owner can ask you to pay for out-of-pocket expenses, like advertising or credit checks, to cover the cost of an assignment. For more information, see **Section 95 and 96** of the *RTA*.

Evictions

An eviction is a legal process that a property owner must follow in order to get you to move out. If a property owner does not follow the legal process, the eviction is not legal. See **Section 37** of the *RTA*.

A property owner cannot force you to move out of your apartment without a valid reason. (See **Section 58 to 67** of the *RTA* for a full list of the reasons for eviction). A property owner can only evict you for these reasons:

- Non-payment of rent
- Persistent late payment of rent
- Landlord's own use, including immediate family and caregivers
- Occupation by a purchaser (in small buildings and condominiums)
- Illegal act
- Misrepresentation of income
- Damage
- Interference with reasonable enjoyment
- Impairment of safety
- Overcrowding
- Demolition, conversion or renovation

Note: If the property manager has illegally locked you out, you can call the **Tenant Hotline** at **416-921-9494** or call the Ministry of Municipal Affairs and Housing's **Investigations and Enforcement Team** at **1-888-772-9277**

Each reason for eviction has different rules attached to it. In some cases you may be able to remedy the situation and stop the eviction before you go to a hearing. These kinds of evictions can be remedied before they go to a hearing:

- **Non-Payment of Rent**
Remedy: You may pay your rent within 14 days of receiving the notice
- **Damage**
Remedy: You have 7 days to fix the damage or pay for the cost of repair
- **Interference with Reasonable Enjoyment**
Remedy: You have 7 days to stop the offending behaviour
- **Overcrowding**
Remedy: You have 7 days to reduce the number of people

Important! In the case of eviction for arrears of rent (non-payment of rent), you can pay all the rent you owe, plus any other related fees to the property owner or into the Landlord and Tenant Board and stop the eviction. At a hearing about non-payment of rent, you also have the right to bring up any issues that you could have brought up if you had filed your own application. If you plan to do this, go to the hearing prepared to make your case. Bring evidence and be ready to state your case.

Evictions

In the first step to an eviction, a property owner must give you a Notice of Termination. The Notice must tell you the reason that you are being asked to move out and give you a date of termination. You do not have to move out when you receive this notice.

If the property owner gives you a Notice of Termination and the time to remedy the situation has passed, they may apply for an eviction at the Landlord and Tenant Board. The Landlord and Tenant Board will then mail you a Notice telling you that an eviction application has been filed against you. The property owner must also serve you with a Notice of Hearing and a copy of their eviction application. The Notice of Hearing will tell you the time and place of your hearing.

It is very important that you attend your hearing! If you can't attend your hearing, get legal help because the hearing may still go on without you. You can have a friend or legal representative go and request a new hearing date, but the Board could refuse the request.

At the hearing, you will be given the option to use the Mediation services available through the Landlord and Tenant Board. If you and the property owner choose Mediation, you do not give up your right to a hearing. You can always stop the Mediation process and choose to have a hearing instead. If you reach an agreement in Mediation, you will not have a hearing, but you cannot appeal the settlement.

If there is no agreement, your case will be heard by a Member of the Landlord and

Important Note:

You can also be evicted if:

- You give a notice to move;
- You make an agreement to move;
- You cause 'willful, undue damage' and you live with the property owner in a building with 6 or fewer units; or,
- There is a mediated settlement or LTB Order that allows the property owner to evict you without a notice

The procedure for these evictions is different and you must act quickly to keep your home in these situations. Contact the **Tenant Hotline** at **416-921-9494** *immediately* if you have any questions.

Tenant Board, and the Member will make a decision about your case. This decision will be written down as an Order and you will get a copy of it in the mail.

If you receive an eviction order from the Landlord and Tenant Board stating that you must move out, only the Sheriff can physically remove you from the property. After the Sheriff has executed the eviction order, you have **72 hours** to retrieve your possessions. A property owner must arrange a reasonable time and location for you to get your belongings. After that, everything in the apartment becomes the property of the property owner.

Evictions

Eviction Procedure

There are a number of steps that a property owner must follow in order to evict you. Non-payment of rent is the most common cause for eviction. The RTA gives you a number of chances to pay you rent up and continue your tenancy. However, as the eviction procedure continues, a property owner must pay costs, and these are added to the amount you must pay to stop the eviction. If you have the rent money but the property owner refuses to take it, you may be able to pay to the Landlord and Tenant Board and stop the eviction.

The following steps apply to all types of evictions a property owner can ask for. Listed below is the procedure for a legal eviction. Remember, in the case of an eviction because of arrears (which means that you did not pay your rent) the law allows you to pay your rent to the Landlord and Tenant Board. You may only do this once per tenancy.

1. Notice to Terminate a Tenancy

The notice to Terminate a Tenancy is a form that the property owner must complete and deliver to you before the termination date (the day the property owner wants you to move).

- The notice must state the reason for eviction and why it applies to you
- The notice must clearly state the date of termination
- The amount of time on the notice depends on what the reason for the eviction is. For example, a notice for non-payment of rent must be delivered **14 days** before the termination date while a notice for major repairs must be delivered **120 days** before the termination date
- *You do not have to leave when you get this notice*, but a property owner can apply to the LTB for an Order evicting you once this notice is given

2. Property Owner's Application

Once the notice to terminate your tenancy has been given to you and any remedy period has passed, the property owner can fill out an application and file it with the Landlord and Tenant Board. The application will ask that the Board issue an Order telling the Sheriff to evict you. The property owner can also ask that you be ordered to pay them any money that you owe for rent, damages, or other expenses. They will also ask that you be ordered to pay the **\$150** fee that the property owner must pay to file the application.

3. Notice of Hearing

The property owner must give you a copy of their application and a copy of the Notice of Hearing that the Landlord and Tenant Board gives them. These documents tell you:

- When and where the hearing will be; and
- Why the property owner has made the application

The LTB will also send you a letter telling you that an application has been made against you. You must receive a Notice of Hearing from the Landlord and Tenant Board

Evictions

4. Hearing or Mediation

It is important to go to your hearing! If you do not go to your hearing, the case will be decided without you and you may be evicted. Even if you owe rent or have done something wrong, you may be able to stop the eviction, get more time to pay, or at least make sure that the property owner tells the truth about your case. You should consider whether you should get legal help before the hearing. If you are curious about finding legal help, call the **Tenant Hotline** at **416-921-9494**.

- The hearing takes place before a Member of the Landlord and Tenant Board
- Tenant Duty Counsel is available for tenants at the Landlord and Tenant Board offices – they serve people on a first come, first served basis, and can assist you with last-minute information and advice.
- Before your hearing takes place, you will be given the chance to make an agreement with the property owner to settle the case without a hearing. The LTB has employees called Mediators who will assist you in making an agreement. Making an agreement in mediation may help you avoid or postpone an eviction without the stress or uncertainty of a hearing.
- Mediation is voluntary, both for you and for the property owner. You do not have to participate if you do not believe that it will achieve the result you want. If you start a mediation discussion and it is not working for you, you may stop at any time and go ahead with the hearing. Sometimes the mediation discussion can help you to understand why the property owner wants to evict you so you can explain yourself better in the hearing.
- If you come to an agreement with the property manager in mediation, the mediator will put in writing and it will be legally binding on both parties. The hearing will be cancelled. If there is no agreement, the hearing will proceed.

5. Order

After the hearing, the Member will write and sign an Order.

- The Order will tell you what the Member decided and if you will be evicted. If the Member decided that you should be evicted, it must tell you the date that the eviction can be carried out. If the Member decided that you should not be evicted, the application will be dismissed and your tenancy continues as if there had never been a notice to terminate.
- If the application was about non-payment of rent and you still owed rent at the time of the hearing, the Order will give you some time (usually 11 days) to pay the rent and filing fee in order to stop the eviction. The Order will tell you how much you must pay to stop the eviction. Even after this date, you may still have a chance to pay what you owe and stop the eviction. Call the **Tenant Hotline** at **416-921-9494** if you have questions about what an Order means and what you can do.
- If you are evicted because of non-payment of rent, you may still owe rent, and the property owner can sue you in small claims court.

Evictions

6. Sheriff

If all your efforts have failed and the Landlord and Tenant Board orders you to be evicted, the property owner must notify the Court Enforcement Office and a Sheriff's Officer will carry out the eviction. You will receive a Sheriff's notice in the week before the eviction is scheduled. Try to make every possible effort to be out before the Sheriff comes.

- If you have not moved out, the Sheriff will remove all the people and pets in the rental unit and will supervise the changing of the locks. You will only be given a short time to collect a few personal belongings.
- After the locks have been changed, you must arrange with the property owner to remove all your furniture and other goods from the rental unit within **72 hours**. After **72 hours** the property owner can choose to keep, sell, or throw out all the belongings in the rental unit, and you cannot take legal action against them.

Demolition, Condominium Conversion and Renovation

In Toronto, a new by-law was passed in July 2007 under the *City of Toronto Act Section 111* which regulates changes to rental buildings with **six or more** dwelling units. Under the by-law, a property owner must obtain a permit from the City to convert their rental buildings to another use, demolish their buildings, do renovations that change the number or type of rental units, or sever rental property. The by-law complements the Notice and compensation provisions set out in the *Residential Tenancies Act*. Both the City by-law and the *RTA* are discussed below.

If after reading this section, you have specific questions about conversion, demolition or renovation call the **Tenant Hotline** at **416-921-9494**.

For more detailed information on the City's rental housing demolition and conversion by-law, call **City Planning** staff at **416-397-4073** or **416-392-7863**, or visit the City's website at: www.toronto.ca/planning/housing.htm.

Conversion to Condominium or Non-Residential Use

The new City by-law applies to the conversion of rental buildings, or co-ownership (including equity co-operative) buildings with rental units, to condominium. The by-law also requires that the City now regulate the conversion of rental buildings to co-ownership or other non-residential uses. Before these types of conversions can happen, the owner needs to make an application and receive approval from the City.

If the building has **six or more** rental units, a community meeting will be held and tenants will be notified and invited to attend. A staff report will be prepared and

Evictions

Community Council will consider the application. All affected tenants are able to attend and speak at this meeting. City Council then makes the final decision.

If your building has **six or more** dwelling units but fewer than six are rented, then the Chief Planner may be allowed to consider the application without the need for a community meeting.

The *Residential Tenancies Act* also says that tenants living in buildings that are subject to conversion to condominiums have certain rights:

- If the conversion is approved and you are living there at the time, you cannot be evicted by the owner or another person who purchases your unit
- If your unit is being sold as a condominium, you are also given the “right of first refusal” to buy the unit before it’s offered to another person

The rules are different under the *RTA* for buildings being converted to a non-residential use. If the City approves the application, the property owner may apply to the Landlord and Tenant Board for an application to evict you. There are a few important things to know about evictions for conversion to other non-residential uses:

- You must be given at least **120 days** notice of the conversion
- If the building you live in has **five or more** units, the property owner must offer you either three months rent or another unit somewhere else that’s suitable to you (depending on the situation, City requirements may be better than the notice and compensation provisions of the *RTA*)

The *RTA* also offers some protection for tenants in rental buildings that have been or are in the process of being converted to co-ownership. In many cases, tenants cannot be evicted for the co-owner’s or shareholder’s personal use.

Demolitions and Renovations

The new City of Toronto by-law also applies to the demolition of rental buildings or renovations made to rental buildings that would result in a change to the number or bedroom type of the existing units. The property owner must first apply to the City.

If the building has **six or more** rental units an informal community consultation meeting is needed before planning staff submit a report to Community Council. As a tenant, you will be invited to attend and speak at both the community consultation meeting and Community Council meeting. City Council makes the final decision to approve or deny the application.

When **fewer** than **six** dwelling units are rented, or **fewer** than **six** rental units are affected by the proposal, the Chief Planner may consider the application without a community consultation or Community Council meeting.

Evictions

If the application is approved, City Council or the Chief Planner can put conditions on the approval. Conditions may include requirements that:

- the rental units be replaced and relocation assistance be given to tenants if the building is being demolished, or
- the property owner notify tenants of their rights under the *RTA*

Note: A property owner cannot harass you or interfere with your reasonable enjoyment as a way of preventing you from participating in the approval process.

If the City approves the application, the property owner may apply to the Landlord and Tenant Board for an application to evict you. The *RTA* has specific rules about these evictions for demolitions or renovations which you should know about:

- You must be given at least **120 days** notice prior to the start of the demolition or renovation work (the notice period of **120 days** may be extended by the City for applications requiring approval under the City's by-law)
- If the building you live in has **five or more** units, the owner must offer you either **three months rent** or another unit that is acceptable to you (unless the building is ordered to be demolished for other reasons)
- Also, if your building is being repaired or renovated and has **five or more** units, you have the right to occupy the unit after the renovations are done and pay the same rent you would have been paying if you had never left

How to File an Application

Tenants can file applications at the Landlord and Tenant Board if they are having difficulty with a property owner. There are several applications that tenants can make. If you are interested making an application, you can go to your local Board office, or you can download the form from the Landlord and Tenant Board website at www.ltb.gov.on.ca. Here is a list of the most common tenant applications:

Application for a Rebate (T1)

Cost: **\$45**

Use this form if a property owner:

- charged illegal rent
- collected an illegal charge
- did not pay money they owe you under the *Residential Tenancies Act*.
- did not give you information about an Order Prohibiting a Rent Increase (OPRI) that affected your unit, and charged you a higher rent than the OPRI allows

Application About Tenant Rights (T2)

Cost: **Free**

Use this form if a property owner or their employee:

- entered your rental unit illegally
- changed your lock without giving you replacement keys
- seriously interfered with your reasonable enjoyment
- withheld or interfered with vital services, care services, or meals
- harassed, interfered with, obstructed, coerced or threatened you

You can also use this form if a property owner:

- did not give you a written copy of your tenancy agreement for your care home or; your tenancy agreement did not include information about the care services and meals and/or the charges that you agreed to
- did not give you **72 hours** to get your property after the Sheriff evicted you or the property owner sold, kept or disposed of your property during this **72 hour** period

Application for a Rent Reduction (T3)

Cost: **\$45**

You can use this form if a property owner:

- reduced or discontinued a service or facility (like removing the laundry room, parking, or party room)
- experienced a decrease in municipal taxes and charges and you think that your rent should be lowered

How to File an Application

Landlord did not Comply with an Agreement to Increase the Rent Above the Guideline (T4)

Cost: **\$45**

Use this form if:

- you and the property owner signed an Agreement to Increase the Rent Above the Guideline (Form NI0), and the property owner failed to comply with all or part of what the agreement required them to do

Landlord gave notice of Termination in Bad Faith (T5)

Cost: **Free**

Use this form if:

- a property owner said that they, a member of their immediate family, or a caregiver was going to move into your rental unit;
- a property owner said that a purchaser, a member of the purchaser's immediate family, or a caregiver for the purchaser was going to move into your rental unit; or
- a property owner claimed that the rental unit was to be repaired, renovated, converted to another use, or demolished and your rental unit was not put to the use that was claimed in the notice.

Application about Maintenance (T6)

Cost: **\$45**

Use this form if:

- a property owner failed to repair or maintain the rental unit or complex
- a property owner failed to comply with health, safety, housing or maintenance standards.

Application about whether the Residential Tenancies Act Applies (A1)

Cost: **\$45**

Use this form if:

- you are not sure if the *Residential Tenancies Act* applies to your situation

It is important that you fill out the application using the correct form. All of the forms are available from the Landlord and Tenant Board. If you are unsure about which form to use, you can call the **Tenant Hotline** at **416-921-9494**.

If there is more than one tenant involved in an application, the cost is **\$45** for the first tenant and **\$5** for each additional tenant. You will also be asked to submit a Schedule of Parties form for each additional applicant, which is a form available at the Landlord and Tenant Board website. It is important that everyone who is listed as an additional party signs the application.

How to File an Application

Once you have filed your application at your local LTB Office, you will be given a Notice of Hearing. On the application, there will be a notice period that states how much notice you must give the property manager before the hearing. It is your responsibility to give the property manager the Notice of Hearing and a copy of the application before the notice period ends.

After you have given the property owner the Notice of Hearing and a copy of the application, you must file a Certificate of Service with the Landlord and Tenant Board. The Certificate of Service acts as proof that you have given the property owner the Notice of Hearing and a copy of the application.

If you aren't sure which LTB Office is your local office, see the *Where to Get Help* section at the back of this manual.

Hearings

If a hearing is scheduled, it is very important that you attend the hearing. For example, if the property owner is applying to evict you because you haven't paid your rent, you still have a right to go to the hearing and explain why you haven't paid. This may delay or prevent your eviction.

Hearings take place before a Member of the Landlord and Tenant Board, who is like a judge. It is important to know that the Landlord and Tenant Board does not require that you have legal representation. If you choose, you can hire an agent to represent you but the Board allows you to represent yourself. There is also Tenant Duty Counsel available at the Landlord and Tenant Board. They serve tenants on a first come, first served basis. They can assist the tenant with last-minute information and advice, but they do not always represent tenants.

Hearings can be really intimidating for tenants. One of the best ways of dealing with the feeling of intimidation is by being prepared.

Tips on Being Prepared

- Remember that this is your chance to tell your side of the story
- Bring evidence that will support your case (copies of work orders, letters to the property owner, photos, copies of property standards reports, rent receipts)
- Make sure that there are at least three copies of all your evidence: one for you, one for the Board, and one for the property owner
- Evidence can also include witnesses. If you have a witness that you wish to bring forward (for example, another tenant or a property standards inspector) make sure that they are there for the hearing. You can request a summons from the Board to require a witness to attend
- Be specific (for example, talk about when the incident took place, when the problem started or what the problem is)
- Be polite (the Landlord and Tenant Board is like a court, so remember to talk to the Member who is holding the hearing)

How a Hearing Works

Each side will get a chance to tell their story. If the application is brought by you, you will start the hearing by explaining why you submitted your application. This is when you must supply the Board and the property owner with all of your evidence. This will also be when you must bring forward any witnesses that you have.

If you are submitting evidence, make sure that:

- you have a copy
- there is a copy for the Board Member
- there is a copy for the property owner

The property owner will then have a chance to ask you and your witness's questions. This is called cross-examining. After the cross-examination, you are allowed to ask your witnesses any questions you think will clarify the situation.

Hearings

Once you have finished telling your side of the story, and after all your witnesses have spoken, the property owner can tell their side of the story. You will be able to cross-examine the property owner and any witnesses they bring.

After the property owner has told their side of the story, it will be your chance to make your closing statement. Your closing statements usually sum up your arguments and are your chance to tell the Board Member what the law says and what you would like the Member to do.

After your closing statement, it will be the property owner's chance to make their own closing statement.

Finally, you are allowed to respond to the property owner's closing statement.

Throughout the hearing, the Board Member may ask you or the property manager questions about the case.

The Order

After hearing both sides and reviewing all the evidence, the Member will issue an Order. An Order is a document that says what the Member has decided. If the Member does not issue an Order at the hearing, one will be mailed to you.

Reviewing an Order

If, after receiving the Order from the Landlord and Tenant Board, you think that there has been a serious error made, you may be able to review the order. It costs **\$50** to request a review of an order and you must request a review within **30 days** of the Order being written. You also have the right to appeal an Order to the Superior Court if there is a legal mistake. You will probably need legal help to do this. If you have questions about an Order, please call the **Tenant Hotline** at **416-921-9494**.

Mediation

Before a hearing, it is likely that a Board appointed mediator will offer Mediation. Mediation is a way of trying to come to an agreement between you and the property owner. You are allowed to bring a lawyer or agent into Mediation with you and anything that is said in mediation is private. Both you and the property owner can request that Mediation end at any point. If mediation is ended, the case will go to a hearing. If you come to an agreement with the property owner during Mediation, the agreement is legally binding. It is important to remember that mediation is always voluntary – if you don't feel comfortable in mediation, it is your right to request a hearing.

Where to Get Help

Federation of Metro Tenants' Associations (FMTA)

Since 1974, the FMTA has been helping tenants fight for their rights. We are a non-profit organization and all our services and publications are free of charge. To see our website, and find out more about us, go to www.torontotenants.org

The services that we offer are:

The Tenant Hotline

416-921-9494

The Hotline offers legal information and referrals to tenants throughout the City of Toronto from Monday – Friday, 8:30 am – 6 pm

Outreach and Organizing Team

416-413-9442

The Outreach and Organizing Team helps tenants fight above guideline increases; helps tenants form tenant associations in their building; and educates tenants about their rights

Community Legal Clinics

Community Legal Clinics are funded by Legal Aid Ontario, and provide free legal help to low-income tenants. Each Clinic has a neighbourhood that they serve. To find your local Community Legal Clinic, you can call the **Tenant Hotline** at **416-921-9494** or, if you have access to a computer, you can go to Legal Aid Ontario's website at www.legalaid.on.ca/en/locate. Legal Aid Ontario also funds specialty clinics which deal with specific areas of law. More information about specialty clinics is available at www.legalaid.on.ca/en/specialty.asp

Tenant Duty Counsel

Tenant Duty Counsel is funded by Legal Aid Ontario and has offices at each of the Landlord and Tenant Board offices in Toronto. Tenant Duty Counsel can give advice to tenants on the day of their hearing. They do not always represent tenants but can help tenants before their hearing.

Centre for Equality Rights in Accommodation (CERA)

The Centre for Equality Rights in Accommodation is an organization that helps tenants deal with discrimination in housing. They help tenants assert their rights under the Ontario Human Rights Code. To contact CERA you can call **416-944-0087** or **1-800-263-1139**. You can also go to their website at www.equalityrights.org/cera

Where to Get Help

Housing Connections

Housing Connections is the agency for tenants who want to apply for rent-geared-to-income housing. If you want to see their website, you can go to www.housingconnections.ca. To contact them by phone, you can call **416-981-6111**

Housing Help Centres

Housing Help Centres can help people who are looking for housing or who are at risk of becoming homeless. They have several offices throughout Toronto. Call the location nearest you for help. If you aren't sure which office to call, you can call 211 and ask for the closest Housing Help Centre:

COSTI - North York Housing Help Centre (416) 244-0480

Sheridan Mall, 1700 Wilson Avenue, Suite 114 (Near Jane Street and Wilson Avenue)

East York East Toronto Housing Help Centre (416) 698-9306

Secord Community Centre, 91 Barrington Avenue (Near Main Street and Danforth Avenue)

Etobicoke North Housing Help Centre (416) 741-1553

1530 Albion Road, Suite 205 (Near Kipling Street and Albion road)

Etobicoke South Housing Help Centre (416) 252-6471

185 Fifth Street (Near Islington Avenue and Lakeshore Boulevard West)

Flemingdon Neighbourhood Services Housing Program (416) 424-2900

10 Gateway Boulevard, Suite 104 (Near Don Mills Road and Eglinton Avenue East)

Neighbourhood Information Post (416) 924-3862

269 Gerrard Street East (Near Gerrard Street East and Parliament Street)

Scarborough Housing Help Centre (416) 285-8070

2500 Lawrence Avenue East, Unit 205 (Near Kennedy Road and Lawrence Avenue East)

West Toronto Housing Help Services (416) 531-0841

672 Dupont Street, Suite 315 (Near Dupont Street and Bathurst Street)

Woodgreen Community Centre - Housing Help Centre (416) 469-5211 x1175

835 Queen Street East (Near Pape Avenue and Queen Street East)

York Housing Help Centre (416) 653-5400

1651 Keele Street (Near Keele Street and Rogers Road)

Rent Bank

The Rent Bank offers interest-free loans to tenants who are in immediate danger of losing their housing because they have not paid rent. There are certain eligibility requirements that tenants must meet in order to be approved for the loan. To find out more, you can go to the City of Toronto's website at www.toronto.ca/housing/rentbank.htm. You can also call the Rent Bank Central Office at **416-924-3862**.

Where to Get Help

City Councillors

To find out which ward you live in and the contact information for your local City Councillor, you can go to the City of Toronto's website at <http://app.toronto.ca/wards/jsp/wards.jsp>. You can also call Access Toronto at **416-338-0338** and ask who your local City Councillor is.

Members of Provincial Parliament

In order to have our voice heard as tenants, it is important for us to tell our elected officials our concerns. We can also invite them to community or tenant events so they have a better idea of the issues that tenants face. To find contact information for your local Member of Provincial Parliament, you can go to www.ontla.on.ca/web/home.do or call **416-326-1234** for general inquiries.

Resources for Tenants

The following pages are intended to help you write letters to a property owner and to help with drafting different kinds of agreements. You can either copy these forms directly or use them as examples.

Repair Request

Your Name: _____

Your Address: _____

Landlord's Name: _____

Landlord's Address: _____

Date: _____

Dear _____,

This letter is a written request for repairs to be done in my unit.

The following disrepair issues currently exist:

1. _____

2. _____

3. _____

4. _____

Please attend to these repairs as soon as possible. I will consider it reasonable if the work is done within the next:

24 hours

_____ days

_____ week(s)

Thank you,

Repair Request Follow-Up

Your Name: _____

Your Address: _____

Landlord's Name: _____

Landlord's Address: _____

Date: _____

Dear _____,

On this date: _____ I requested the following repairs to be made.

This letter is a second request for repairs to be done in my unit.

The following disrepair issues still exist:

1. _____

2. _____

3. _____

4. _____

In my first letter, I asked that the repairs be done as soon as possible. The repairs have still not been completed.

If the repairs are not completed within the next 24 hours, I may choose to call a City of Toronto Municipal Licensing and Standards investigator.

Thank you,

Assignment Request

Your Name: _____

Your Address: _____

Landlord's Name: _____

Landlord's Address: _____

Date: _____

Dear _____,

I am writing to request permission to assign my apartment.

I look forward to receiving your written response.

Thank you,

Assignment Introduction

Your Name: _____

Your Address: _____

Landlord's Name: _____

Landlord's Address: _____

Date: _____

Dear _____,

This letter is to introduce you to _____, to whom I am assigning
my apartment on: _____
[Sub-Tenant's Name]
[Month/Day/Year]

They fulfill the requirements of being a reasonable tenant.

Thank you,

Sublet Request

Your Name: _____

Your Address: _____

Landlord's Name: _____

Landlord's Address: _____

Date: _____

Dear _____,

I am writing to request permission to sublet my apartment to a new tenant from the dates of:

_____ to _____

Upon receiving your written agreement, I will look for a suitable tenant.

Thank you,

Sublet Introduction

Your Name: _____

Your Address: _____

Landlord's Name: _____

Landlord's Address: _____

Date: _____

Dear _____,

This letter is to introduce you to _____, to whom I am subletting
my apartment from the dates of:

[Sub-Tenant's Name]

[Month/Day/Year]

to

[Month/Day/Year]

They fulfill the requirements of being a reasonable tenant.

During the time period of this sublet, my forwarding address will be:

Thank you,

Sublet Agreement

This agreement is made between:

[Tenant(s)]
and

[Subtenant(s)]

The Tenant(s) have signed a Tenancy Agreement or Lease dated: _____
[Month/Day/Year]

Between:

[Tenant(s)]
and

[Landlord]

The Tenant(s) wish to sublet the premises at:

[Address]

****Rent charged to a sub-tenant may not exceed the rent paid by the tenant****

1. The Sub-Tenant(s) shall pay the Tenant(s) the sum of \$ _____ per week/month for the period of _____ to _____
[Month/Day/Year] [Month/Day/Year]
2. The Tenant(s) may direct the Sub-Tenant(s) to pay the aforementioned rent directly to the Landlord or to whomever the Tenant(s) direct.
3. The Sub-Tenant(s) shall abide by all terms and conditions in the Tenancy Agreement or Lease dated: _____
[Month/Day/Year]

The Sub-Tenant(s) are in possession of a copy of said lease.

[Sub-Tenant(s)]

[Tenant(s)]

[Date]

[Date]

Co-Tenancy Agreement

This agreement between:

[Leaseholder or Head Tenant]
and

[Roommate]

states that both parties agree to share the rental unit located at:

[Address]

for the period beginning _____ and ending _____.
[Month/Day/Year] [Month/Day/Year]

It is agreed that _____ will pay _____ the
[Roommate] [Leaseholder or Head Tenant]
amount of \$ _____ per month on the _____ day of each month.

It is also agreed that the following services or utilities:

will be paid in the following manner:

It is also agreed that both parties will observe the following house rules so that all parties will have reasonable enjoyment of the unit:

Both parties agree that if either party wishes to terminate the agreement to share the unit they will give _____ days written notice to the other party. The notice period will begin on the date of the month when rent is paid.

Both parties agree to respect the right to privacy and consideration of the other in their actions as co-habitants of a shared rental unit.

[Leaseholder or Head Tenant Signature]

[Date]

[Roommate Signature]

[Date]

Letter about Interest

Your Name: _____

Your Address: _____

Landlord's Name: _____

Landlord's Address: _____

Date: _____

Dear _____,

It has been more than one year since I have received interest on my Last Month's Rent deposit. According to the *Residential Tenancies Act*, [subsection 106.(6)] I am entitled to interest on my last month's rent equal to the amount of this year's annual guideline amount, which is _____%.

Because I have not received any interest payment, I am notifying you that I am deducting \$_____ from my rent cheque dated _____.

[Month/Day/Year]

Thank you,

Notice of Termination

Your Name: _____

Your Address: _____

Landlord's Name: _____

Landlord's Address: _____

Date: _____

Dear _____,

I am giving you notice that I am terminating my tenancy. The last day of my tenancy will be _____. I will move out on or before this date.
[Month/Day/Year]

Thank you,



Federation of Metro Tenants' Associations

27 Carlton Street, Suite 500

Toronto, Ontario M5B 1L2

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www.torontotenants.org