

# What tenants need to know about the law

The Residential Tenancies Act sets the rules for rent increases, evictions, repairs, and many other issues that affect tenants.





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The Residential Tenancies Act (RTA) became law in Ontario on January 31, 2007. It replaced the Tenant Protection Act (TPA), which had been in effect since 1998.

### KEY POINT

If you rent your apartment or house, this new law probably affects you.



This booklet tells you some of the important things about this new law and some of the ways it is different from the old law.

## Does this booklet apply to you?

The RTA applies to most rental housing in Ontario. For example, you are probably covered by the RTA if you:

- rent an apartment or a house,
- rent the site that your mobile home or land lease home sits on,
- are a roomer or a boarder and do not share a kitchen or bathroom with the owner or a close family member of the owner, or
- live in a “care home”, which is where you get care services and a place to live, for example, a retirement home or rest home.

But some rental housing is not covered by the RTA. For example, you might **not** be covered if you:

- live in a place that is supposed to be used for business,
- share a kitchen or bathroom with the owner or a close family member of the owner,
- stay temporarily in a hotel, motel, or seasonal housing,
- live in certain kinds of student housing,
- stay somewhere temporarily for rehabilitation, or
- are a member of a non-profit housing co-op.

Also, the RTA does not cover some kinds of shared living arrangements. If you share rental housing or you rent from another tenant, we have an online tool that you can use to find out if you are covered. You can find this tool at [www.cleo.on.ca/roommates](http://www.cleo.on.ca/roommates).

If your housing is not covered by the RTA then the information in this booklet does not apply to you.

## Landlord and Tenant Board

The **Landlord and Tenant Board** is the new name for the tribunal that settles disputes between landlords and tenants and enforces their rights. It is like a court, but less formal.

You can apply to the Board and ask the Board to make an order if your landlord is not following the rules set out in

the RTA, for example, not doing repairs or maintenance, or not respecting your rights. Landlords can also apply to the Board, for example, if they think a tenant owes rent or caused damage.

When you apply to the Board, the Board will schedule a hearing. At the hearing, you and your landlord can each present your case to a member of the Board. After the hearing, the Board member will make an order saying what you and your landlord must do.

## Before you move in

Here are some things you might need to know about when you are first renting a place.

### Tenancy agreements

The term “tenancy” means your legal right to live in your place. Usually that right comes from an agreement between you and your landlord. This is sometimes called a tenancy agreement, a lease, or a rental agreement.

A tenancy agreement is a legal contract between you and your landlord. It can be in writing or it can be a spoken agreement. A spoken agreement is sometimes called an oral or verbal agreement.

If your tenancy agreement is in writing, read it carefully and make sure you understand it before signing it. For example, make sure that everyone who will be living with

you is listed, and that you know how much you are agreeing to pay.

Even if your tenancy agreement is not in writing, it is still legal. And you and your landlord must follow it. So make sure you understand what you are agreeing to.

But anything in your tenancy agreement that conflicts with the RTA is not valid. For example, the RTA says your landlord cannot evict you without following certain steps, even if your tenancy agreement says something different. And, if the RTA puts limits on how much your rent can go up, these limits apply even if your tenancy agreement says they do not.

## **Information for new tenants**

When you first move in, your landlord must give you a brochure from the Landlord and Tenant Board called “Information for New Tenants” that tells you about the Board and about your legal rights and responsibilities.

This brochure is also on the Board’s web site at [www.ltb.gov.on.ca](http://www.ltb.gov.on.ca).

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## **Setting the rent when you first move in**

There is no limit on how much rent landlords can charge new tenants when they first move in. So your starting rent will be whatever you and the landlord agree on.

There is one exception to this rule. Sometimes the Landlord and Tenant Board orders that the rent cannot

be raised until the landlord does certain repairs or maintenance. This is called an **Order Prohibiting Rent Increase** or **OPRI**. The landlord cannot charge a new tenant more rent than the last tenant paid until the landlord does the work and the Board removes the order.

If there is this kind of order on the place you are moving into, the landlord must tell you this in writing and also must tell you how much the rent can go up after the Board removes the order.

After you agree on a starting rent, there are [limits on how much and how often your rent can go up](#). See pages 9 to 12 for more information.

## Deposits and other charges

Your landlord can make you pay a security deposit before you move in. This deposit cannot be more than one month's rent if you pay your rent by the month. This is often called a **last month's rent deposit** or **LMR**. If you pay your rent by the week, the deposit cannot be more than **one week's rent**.

Your landlord can use this deposit **only** as a rent payment for your last month or week. Your landlord cannot keep it or use it for any other reason, such as paying for damage or cleaning.

Your landlord can also ask you for a deposit for your keys or access card. But the amount cannot be more than it would cost to replace them. Your landlord must give this deposit back to you when you move out and return the keys or card.

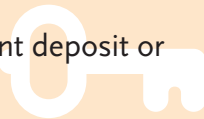
Your landlord can also charge you a fee if you write a cheque and do not have enough money in your bank account. This is often called an NSF or bounced cheque.

Most other deposits, extra charges, or advance payments are illegal. For example, sometimes landlords say that if you want to get the apartment, you must buy something in it, such as curtains or appliances, or that you must pay a damage deposit, rental fee, or commission. This is illegal.

It is also illegal for a landlord to require post-dated cheques or other types of automatic rent payments.

#### KEY POINT

Always get a receipt when you pay a rent deposit or any other charge.



If you have paid an illegal deposit or charge, you can apply to the Landlord and Tenant Board to get the money back. You must apply within one year or you may lose your right to get the money back.

## Discrimination

It is against the law for landlords to discriminate against you because:

- of race, sex, age, sexual orientation, marital status, colour, nationality, religion, or the country where you were born,
- you have a disability,

- you are receiving social assistance, or
- you have children living with you.

Sometimes discrimination is direct. For example, a landlord might refuse to rent to you for one of the reasons listed above.

Other kinds of discrimination are less direct. For example, a landlord might refuse to make reasonable changes to accommodate a disability, such as installing a ramp if you use a wheelchair. Or a landlord might have strict rules about noise that are harder for people with children to live by. Another common example is a landlord refusing to rent to people who do not have a credit rating, which is more likely to affect young people and newcomers to Canada.

To make a complaint about discrimination, you can phone the Ontario Human Rights Commission at **1-800-387-9080** or **416-326-9511**. Their web site address is <[www.ohrc.on.ca](http://www.ohrc.on.ca)>.

For legal advice about discrimination, you can contact the Centre for Equality Rights in Accommodation (CERA). You can reach CERA at **1-800-263-1139** or **416-944-0087**. CERA's web site address is <[www.equalityrights.org/cera](http://www.equalityrights.org/cera)>.

You can also get legal advice from your community legal clinic. On page 32, there is information about how to [find the community legal clinic nearest you](#).

## Insurance

Many tenants think that they do not need contents insurance because they are covered by their landlord's insurance. But this is not usually true. The only time that your belongings might be covered by your landlord's insurance is when the damage is your landlord's fault.

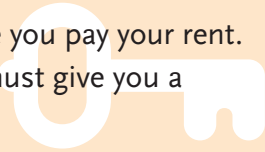
Having your own insurance can also help protect you if you cause damage by accident to your landlord's or another tenant's property.

## While you are living in your place

### Paying your rent

#### KEY POINT

Be sure to get a receipt each time you pay your rent. The law says that your landlord must give you a receipt if you ask for one.



If you pay rent with a money order, your copy of the order is not a receipt unless it is signed and dated by your landlord.

Rent receipts can be very important if you have a dispute with your landlord. Receipts can also be useful when you fill out your income tax return.

After you move out, your former landlord must give you receipts if you ask within 12 months.

## Rent increases

There are **3 main rules** your landlord must follow to raise your rent:

**12 months apart:** After you move in, your landlord must wait at least 12 months before raising your rent. And any increases after that also must be at least 12 months apart.

**90 days' written notice:** Your landlord must give you a written notice at least 90 days before your rent goes up. To do this, your landlord should use one of the notice forms from the Landlord and Tenant Board. If your landlord does not use a Board form, the notice must include all the information that is on the Board form.

**Guideline amount:** By the end of August each year, the provincial government announces the guideline for rent increases for the next calendar year. Your landlord has the right to raise your rent by this amount.

The guideline for **2006** was **2.1%**, for **2007** it is **2.6%**, and for **2008** it will be **1.4%**.

### KEY POINT

You do not have to pay a rent increase that does not follow these rules. If you do pay it, you can apply to the Board to get your money back. In most cases, you must apply within **one year**.

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**EXCEPTION:** If you live in **rent-geared-to-income (RGI)** or **subsidized housing**, these rules about rent increases do not apply to you. If you have a concern about your rent or your subsidy, get help from a community legal clinic. There is information about [how to find a clinic](#) on page 32.

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## Rent increases above the guideline

To raise your rent by more than the guideline, your landlord must apply to the Landlord and Tenant Board for permission. You and other tenants who are affected can oppose this application at the Board.

This kind of rent increase is sometimes called an **above-guideline increase** or **AGI**. The Board can allow this kind of increase only for these reasons:

- unusually high increases in property taxes or utility costs,
- the cost of hiring a security service, or
- capital expenses.

Capital expenses are expenses for major repairs, renovations, replacements, or additions that:

- will last at least 5 years, and
- are not part of normal, ongoing maintenance.

The Board can consider only some kinds of capital expenses. For example, the expense cannot be for

something that would only make the building or unit look better. It must be for work that is necessary:

- for health, safety, or security reasons,
- to keep the building or unit in good condition,
- to keep building systems working,
- to give access to people with disabilities, or
- to help conserve energy or water.

If you get a **Notice of Rent Increase** for more than the guideline, usually you can pay just the guideline amount until the Board makes a decision. But try to save up the difference between the guideline and the increase your landlord has applied for. If the Board approves a higher increase, you will have to pay the difference all at once, going back to the date listed in the Notice.

### Rent decreases

There are some situations when your rent might go down.

If the Landlord and Tenant Board allows your landlord to raise the rent above the guideline because of capital expenses, the order will say that you will no longer have to pay this part of the rent increase starting on a certain date, usually a few years in the future.

If the Board allows a rent increase because of utility costs, your landlord might have to lower the rent in the future if those costs go back down significantly.

If property taxes go down by more than a certain amount, your rent might go down. This would happen automatically, whether or not the Board had allowed a rent increase because property taxes had gone up earlier. Your municipal (local) government should send you a notice telling you how much your rent should go down.

There are situations when you can apply to the Board to lower your rent, or to order your landlord to pay back some of the rent you have already paid. For example, the Board can lower your rent if your landlord has reduced or stopped any services that used to be included in your rent.

Also, if your landlord does not do proper maintenance, the Board can lower your rent until your landlord fixes the problem and can make your landlord pay back some of the rent you have already paid. See [Repairs and maintenance](#) on page 13 for more information.

## Rent freezes

If there are serious repair or maintenance problems in your unit or your building, you can apply to the Board for a “rent freeze” until your landlord fixes the problem. This is called an **Order prohibiting rent increase** or **OPRI**. While this order is in effect, your landlord cannot raise your rent at all. Landlords must tell new tenants if this kind of order is in effect and how much the rent will be when it is removed.

## Interest on your rent deposit

Your landlord must pay you interest on your rent deposit each year. But, if your rent goes up, your landlord can add this interest to your deposit to make your deposit the same amount as your new rent.

The interest rate each year will be the same as the rent increase guideline for that year, so often these two payments will cancel each other out.

## Repairs and maintenance

### KEY POINT

Your landlord must keep your place in good condition and fit to live in. This is the law even if you knew about a problem before you rented the place, or if your lease says you took the place “as is”.

Your landlord is responsible for maintenance and repair of your place, of things that came with your place, such as appliances, and of common areas, such as parking lots, elevators, and hallways.

But this does not apply to anything that you or your guests damage on purpose or by being careless.

If you have a maintenance or repair problem, first **talk to your landlord** about it. If this does not work, **write a letter** asking your landlord to fix the problem. Some landlords

have a special form for you to fill out for this. Keep a photocopy of your letter or form and make a note of when you gave it to your landlord.

If your landlord does not respond to your letter or form in a reasonable time, or refuses to do the repair, contact your municipal (local) government and **ask for an inspection**. If there are no municipal inspectors or property standards by-laws where you live, call the province's Investigation and Enforcement Unit at **1-888-772-9277**. The Unit's web site address is <[www.mah.gov.on.ca/ieu](http://www.mah.gov.on.ca/ieu)>.

If these steps do not work, you can **apply to the Landlord and Tenant Board**. You must pay a fee to make this application, but the Board could make your landlord pay it back to you if you win your case.

You must apply to the Board within one year after the problem happened. But it is not always easy to tell when the one year started. If you are not sure, try to get legal advice and apply as soon as possible.

If the Board agrees that your landlord has not done enough to fix the problem, the Board can order an "abatement" of rent. This means that your landlord must pay you back part of the rent you paid while the problem existed. The Board can order that your rent will stay at the lower amount until the problem is fixed. The Board can also order your landlord to make repairs, to repay money to you if you had to pay for repairs, or to make other payments to you.

If you are having maintenance problems, other tenants in your building might be having these problems too. So,

you might want to work together to get your landlord to fix them. You could do this informally or as members of a tenants' association. And, if you have to get legal help or apply to the Board, doing this with other tenants can sometimes save time and money.

## Privacy

### KEY POINT

The place that you are renting is your home. The law says when your landlord has a right to come in.

Your landlord can enter your home **without** telling you ahead of time only if:

- there is an emergency, or
- your tenancy agreement says that your landlord gives you cleaning services.

Also, your landlord can enter your place between 8 a.m. and 8 p.m. to show it to a new tenant if your landlord makes a reasonable effort to let you know when this will happen.

This applies only if:

- you have given notice to move out,
- your landlord has given you a notice to move out, or
- you and your landlord have agreed to end your tenancy.

Otherwise, your landlord must give you notice in writing 24 hours ahead of time and can come in only between 8 a.m. and 8 p.m. This applies if your landlord wants to:

- do repairs or inspect your place to see if any repairs are needed,
- show your place to a possible buyer, insurer, or mortgage lender,
- let a real estate agent show your place to a possible buyer,
- have a property inspection done before making your building into a condominium, or
- come in to your place for any reasonable purpose listed in your tenancy agreement.

Your landlord has a right to enter your place only for the reasons listed above. You can let your landlord in at other times and for other reasons, but that is up to you.

## Harassment

It is against the law for your landlord to harass you. But harassment can be hard to prove. It is a good idea to keep detailed notes about what is happening and to try to get legal advice.

One thing you can do is make a complaint to the province's Investigation and Enforcement Unit. They can call your landlord and try to get the harassment to stop. In serious cases, they can lay charges that would be dealt with in

criminal court. The Unit's phone number is **1-888-772-9277** and its web site address is [www.mah.gov.on.ca/ieu](http://www.mah.gov.on.ca/ieu).

If the harassment is very severe, you could call the police. Use the non-emergency number for your local police department, unless someone's life or safety is in danger.

Another thing you can do is apply to the Landlord and Tenant Board. There is no fee for making this application. If the Board agrees that your landlord harassed you, it could order your landlord to pay a fine to the government. The Board could also order your landlord to give you back some of your rent or to pay you money. See page 34 for information about [how to contact the Landlord and Tenant Board](#).

Harassment is also discrimination if someone does it because:

- of race, sex, age, sexual orientation, marital status, colour, nationality, religion, or the country where you were born,
- you have a disability,
- you are receiving social assistance, or
- you have children living with you.

There is information on [what to do about discrimination](#), starting on page 6.

## Utilities and vital services

Your landlord cannot cut off or interfere with any vital services. This includes things like your supply of water, electricity, or heat. It also includes food or care services if you get these from your landlord or another service provider. And it includes a vital service being cut off because your landlord did not pay for it, if your landlord was supposed to pay for it.

If any of these things happen, you should get legal help or contact the province's Investigation and Enforcement Unit at **1-888-772-9277**. The Unit's web site address is [www.mah.gov.on.ca/ieu](http://www.mah.gov.on.ca/ieu). See page 32 for [information about getting legal help](#).

## Moving out

You do not have to move out just because your lease has expired. Your tenancy continues until you or your landlord do something to end it.

If you want to move out, there are a few different ways to do this. Some of these are:

- you and your landlord can agree to end your tenancy,
- you can give your landlord notice (see [Giving notice](#) on page 19),
- you can find a new tenant to take over your place (see [Assigning your place](#) on page 20).

You may also have to move out if your landlord evicts you. There is important [information about eviction](#) starting on page 21.

If your tenancy agreement is for a fixed period of time, for example, a one-year lease, your landlord might give you a form to sign saying that you must choose between renewing your lease or moving out. But you do not have to choose either of these. If you do not choose either of them, your tenancy will automatically continue on a month-to-month basis. Sometimes this can be better, for example, if you know you want to stay past the end of the lease but you are not sure you want to stay for another full year.

## Giving notice

If you want to move out, usually you must give written notice to your landlord. The Landlord and Tenant Board has a form for this called **Form N9 – Tenant’s Notice to Terminate the Tenancy**. See page 34 for [information about contacting the Board](#). You do not have to use the form, but if you do, it will be easier to make sure you include all the information that is required.

Your notice must give the date you want your tenancy to end. This is called the “termination date”. Most of the time, the termination date must be the **last day of a rental period**. Usually that is the day before your rent is due.

You must give the notice to your landlord a certain number of days before the termination date. If you pay your rent by the day or the week, you must give **at least 28 days’ notice**.

If you pay your rent by the month, you must give **at least 60 days' notice**.

If you have a tenancy agreement that is for a fixed period of time, for example, a one-year lease, you must give **at least 60 days' notice** and the termination date cannot be before the **last day of the lease**.

If you leave without giving proper notice, you might have to pay rent for some of the time after you move out. But your landlord must also try to find a new tenant to take over as soon as possible. You are not responsible for rent after a new tenant moves in.

## **Assigning your place**

You can also try to find a new tenant yourself. This is called “assigning” your place. When you assign your place, the new tenant takes over your tenancy agreement or lease. The rules about this are complicated, so try to get more information or advice first if you want to do this. In most types of rent-g geared-to-income (RGI) or subsidized housing you cannot assign your tenancy.

## **Getting the Board to end your tenancy**

If you want to move out because your landlord is not following the law or your tenancy agreement, you can apply to the Landlord and Tenant Board to let you move out early. For example, you could do this if your landlord will not repair something or is harassing you. Usually you have to prove that the problem is serious, and that you have given your landlord a reasonable chance to correct it.

## Eviction

### KEY POINT

It is against the law for your landlord to evict you or lock you out without first getting an order from the Landlord and Tenant Board.

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If your landlord has locked you out without getting an order from the Board or is threatening to do this, call the police or get legal help right away.

To evict a tenant, a landlord must follow the steps set out in the Residential Tenancies Act (RTA).

Usually, the first step in the eviction process is that your landlord gives you a written Notice explaining the reason your landlord wants you to leave.

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**EXCEPTION:** In some situations, your landlord does not have to give you a Notice and the Board can order your eviction without holding a hearing. For more information, see **If the Board did not hold a hearing** on page 29.

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There are several different types of Notice with slightly different names, but usually the name of the form starts with **Notice to Terminate** or **Notice to End a Tenancy**. The form may have one of these numbers: N4, N5, N6, N7, N8, N12, or N13.

## Reasons for eviction

Here are examples of reasons that your landlord might put in the Notice:

- You owe rent.
- You often pay your rent late.
- You or your guests did something illegal on the property.
- You or your guests caused damage or serious problems for your landlord or other tenants.
- Your landlord wants to tear down the building or use it for something else.
- Your landlord, your landlord's family, someone buying your place, or the buyer's family wants to move in. Family includes only spouse, child, parent, spouse's child, and spouse's parent. It also includes a caregiver for any of them.

Those are just some of the reasons a landlord can use to try to evict you. There are more reasons listed in the RTA. But you cannot be evicted for any reason that is not in the RTA. For example, you cannot be evicted just for having a pet unless it bothers or causes problems for other people in the building — even if your lease says no pets.

### KEY POINT

If you do not want to leave or if you do not agree with the reasons in the Notice, you do not have to move out. But get legal advice right away.

## Amount of notice your landlord has to give you

The **Notice to Terminate** or **Notice to End a Tenancy** must tell you the date your landlord wants you to move out by. Your landlord must give you the Notice a certain number of days before that date. How many days before depends on which reason for eviction your landlord is using. There are some examples in the chart below.

If the reason for eviction is:	Your landlord must give you this much notice:
owing rent	<b>14 days</b> (but only <b>7 days</b> if you pay your rent by the week or by the day)
causing damage by being careless, or disturbing the landlord or other tenants	<b>20 days</b> the first time (see <a href="#">the exception to this</a> in the box at the top of page 24) <b>14 days</b> if it is the second Notice within 6 months
making or selling an illegal drug	<b>10 days</b>
your landlord, your landlord's family member, or a caregiver wants to move in	<b>60 days</b>
your landlord wants to tear down the building or use it for something else	<b>120 days</b>

Some types of Notice must tell you that you can cancel the Notice if you stop or correct whatever your landlord says you are doing wrong. For example, this usually applies if the Notice is for owing rent, causing damage, or disturbing your landlord or other tenants.

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**EXCEPTION:** Some of the eviction rules are different if your building has **3 units or less and your landlord lives in one of them**. For example, the notice period is only 10 days for disturbing your landlord, and you cannot cancel the Notice by correcting the problem.

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## If you do not move out

You might decide to move out after your landlord gives you a Notice. If you do not, the next step is for your landlord to apply to the Landlord and Tenant Board for an eviction order. When your landlord applies to the Board, your landlord must give you:

- a **Notice of Hearing** telling you the time and place of the Board hearing, and
- an **Application** explaining what your landlord is asking the Board for.

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**EXCEPTION:** In some situations, your landlord does not have to give you a Notice or an Application, and the Board can order your eviction without holding a hearing. For more information, see **If the Board did not hold a hearing** on page 29.

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There are several different types of Applications about eviction, but usually the name of the form starts with **Application to end a tenancy** or **Application to Terminate**. The form may have one of these numbers: L1, L2, L3, L4, L7, A1, or A2.

The Board will also send you a letter telling you about your landlord's application. If there is not enough time, the Board may send the letter by courier or phone you.

The Board will schedule a hearing to decide if there is enough reason to evict you. A member of the Board is in charge of the hearing. At the hearing, you can bring evidence and explain the reasons why the Board should not evict you.

#### KEY POINT

**It is very important to go to your hearing.** If you do not go and you do not stop your landlord's application in some other way, the Board **can hold the hearing without you**. If that happens, the Board member will probably decide to evict you because they will not hear your side of the case.

You have the right to have a lawyer or someone else represent you at the hearing and at any step along the way. See page 32 for information about [where to get legal help](#).

There can be a lot of things to do to prepare for a hearing. So, look for legal help and start getting ready for your hearing as soon as you can.

The Tenant Duty Counsel Program has a tip sheet for tenants called **Your Hearing At The Landlord & Tenant Board**. To find it online, go to <[www.acto.ca](http://www.acto.ca)> and click on “Tenant Info”. There is information about the [Tenant Duty Counsel Program](#) starting on page 32 of this booklet.

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**NOTE:** Sometimes you can stop your landlord’s eviction application before the hearing, for example:

- by making a written agreement with your landlord, or
- by paying everything you owe plus any fees your landlord paid to the Board, if the application is based on you owing rent.

But you could still be evicted if you do not follow **exactly** the right steps. So make sure to get more information and legal advice before trying to do this.

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## What the hearing is about

It is up to your landlord to prove to the Board that there is a legal reason to evict you. You have the right to question or challenge any witnesses or evidence your landlord presents at the hearing.

And you have the right to speak and present your own evidence and witnesses. The Board must always take into account your circumstances and whether your landlord has been following the law and the tenancy agreement.

Even if the Board agrees that there is a legal reason to evict you, the Board does not have to evict you.

In some cases, the Board **must** let you stay. This applies if the Board member agrees that your landlord:

- has seriously failed to follow the law or the tenancy agreement, or
- is trying to evict you because you did something to protect your legal rights or because you have children.

So, at your hearing, make sure to tell the Board member everything that you want the member to consider when deciding whether to evict you. You might want to make notes and take them to the hearing so you can remember everything you want to say.

### KEY POINT

It is very important to bring evidence to your hearing, for example, witnesses, photos, audio or video recordings, inspectors' reports, work orders, letters, or anything else that can help you prove your case to the Board member.

If your landlord's application is about you owing rent and if the Board decides that your landlord has not been following the law or the tenancy agreement, the Board can also make orders to deal with those problems. For example, if the Board decides that there are repair problems, the Board could order your landlord to fix the problems or cancel some of the rent that you owe.

But, even if the Board agrees that your landlord has not followed the law or the tenancy agreement, the Board will almost never cancel **all** the rent you owe. So, if you do owe rent, you should still try to suggest a payment plan that you think you will be able to follow.

## **If there is an eviction order against you**

If the Board has made an eviction order against you and you do not want to leave, you must do something about it right away. What you must do depends on whether or not the Board held a hearing.

### **IF THE BOARD HELD A HEARING**

The Board may have made the order because the Board member at the hearing agreed with your landlord or because you missed the hearing. If either of these things happened, you might be able to stop the eviction by asking the Board to **review** the decision or by filing an **appeal** in court. If the eviction is based on you owing rent, you also might be able to stop it by paying everything you owe plus your landlord's legal expenses.

In any of these situations, you must act **very quickly** and you must follow exactly the right steps. So it is best to get more detailed information or legal help first. See [Where to get more information and help](#) starting on page 32.

## IF THE BOARD DID NOT HOLD A HEARING

In some situations, the Board can make an eviction order without holding a hearing. This is called an “ex parte” order. Your landlord is allowed to apply for an ex parte order if your landlord claims that:

- you and your landlord made an agreement to end your tenancy,
- you gave your landlord a Notice to end your tenancy, or
- a previous eviction case ended with a Board order or an agreement between you and your landlord, and you have failed to follow the order or agreement.

If your landlord does this, you might find out about it for the first time when you get an eviction order from the Board. You must act **very quickly** to stop the eviction. You will have to file a **Motion to set aside an ex parte order** as soon as possible, but preferably within 10 days after the date of the order.

You can get forms for filing this motion from the Board, and you can get help from your community legal clinic. The Tenant Duty Counsel Program has a tip sheet called **How To Fill Out The “Motion To Set Aside an Ex-parte Order (S2)” Form**. To find the tip sheet online, go to [www.acto.ca](http://www.acto.ca) and click on “Tenant Info”. There is [information about the Tenant Duty Counsel Program, community legal clinics, and the Board](#), starting on page 32 of this booklet.

## ENFORCING THE EVICTION ORDER

If the eviction order is not stopped, the Sheriff is the official who is in charge of enforcing or carrying out the eviction order. If you have not moved out by the date in the eviction order, the Sheriff can make you leave and can let your landlord change the locks. Only the Sheriff can physically evict you from your place. The law does not let your landlord, a private bailiff, or a security guard physically evict you.

### Your personal belongings

You must take everything with you on or before the day your tenancy ends, if you move out:

- after giving notice to your landlord,
- because you got a **Notice to Terminate** or **Notice to End a Tenancy**, or
- because you and your landlord agreed to end your tenancy.

In these situations, your landlord can sell, keep, give away, or throw out anything you leave behind.

If the Board ordered your eviction, you have 72 hours to take your belongings after the Sheriff comes and the locks get changed. During those 72 hours, your landlord must keep your things in or near your place, and let you get them any time between 8 a.m. and 8 p.m. But, if you move out before the locks are changed, the law is not clear about

when you have to get your things out of your place. So, you should take everything with you if you can.

In any other situation, it is illegal for your landlord to take any of your things. This is true even if you owe your landlord money.

If your landlord breaks any of these rules, you should call the province's Investigation and Enforcement Unit right away at **1-888-772-9277**. The Unit's web site address is [www.mah.gov.on.ca/ieu](http://www.mah.gov.on.ca/ieu).

You can also apply to the Board to order your landlord to return your things or to pay you for having taken them.

## Other areas covered by the Residential Tenancies Act

The Act covers many other things, such as:

- parking charges,
- agreements to increase the rent because of new services,
- rules that apply to mobile home parks and land lease communities,
- rules that apply to care homes,
- rules that apply to rent-geared-to-income (RGI) or subsidized housing,
- rules about what happens to an employee's or caretaker's unit if they get fired,

- mediation at the Landlord and Tenant Board,
- detailed rules about assigning and subletting, and
- other reasons for eviction not listed in this booklet.

## Where to get more information and help

### Community legal clinics

There are clinics across the province that give free legal help or advice to tenants who have low incomes.

You can usually find the community legal clinic for your area by looking under “Legal Aid” in your phone book. You can also check Legal Aid Ontario’s web site at <[www.legalaid.on.ca/en/locate](http://www.legalaid.on.ca/en/locate)> or phone them:

Toll-free outside Toronto .....	<b>1-800-668-8258</b>
In Toronto .....	<b>416-979-1446</b>
Toll-free TTY .....	<b>1-866-641-8867</b>
TTY in Toronto.....	<b>416-598-8867</b>

### Tenant Duty Counsel Program

There are tenant duty counsel at many Landlord and Tenant Board locations. Tenant duty counsel are lawyers and community legal workers. The Tenant Duty Counsel Program is run by the Advocacy Centre for Tenants Ontario (ACTO) and is funded by Legal Aid Ontario.

Tenant duty counsel will help you for free but you may first have to show that you cannot afford to pay for your own

lawyer. And there are limits to what they can help you with. Tenant duty counsel can:

- give basic advice,
- help work out settlements with landlords, and
- review and help fill out some forms and documents, especially ones related to eviction.

Sometimes they can help tenants at hearings with steps such as urgent review applications and requests for adjournments.

To find out if there will be tenant duty counsel at the Board location you are going to, call your local community legal clinic before you go to the Board. For information on how to find [your nearest legal clinic](#), see page 32.

The Tenant Duty Counsel Program also has a series of tip sheets for tenants. To find them online, go to [www.acto.ca](http://www.acto.ca) and click on “Tenant Info”.

### **CLEONet: an online clearinghouse for community legal education**

CLEO (Community Legal Education Ontario / Éducation juridique communautaire Ontario) has an online project called CLEONet, which is for community workers and advocates. CLEONet has hundreds of legal information resources, including resources about tenants’ rights, produced by community organizations and legal clinics from across Ontario. To find out more about CLEONet and see the resources, go to [www.cleonet.ca](http://www.cleonet.ca).

## Inspectors

Sometimes a government inspector's report can help get your landlord to do repairs, or can be used as evidence at a Landlord and Tenant Board hearing.

To have your place inspected, you can phone your local property standards or by-law department, or your city hall, municipal office, or local councillor. You can find these numbers in the government section of your phone book.

If there are no property standards by-laws where you live, you can contact the province's Investigation and Enforcement Unit at **1-888-772-9277**. The Unit's web site address is <[www.mah.gov.on.ca/ieu](http://www.mah.gov.on.ca/ieu)>.

## Investigations

If your landlord harasses you, threatens to evict you illegally, comes into your place without permission, or violates your rights in some other way, you can contact the Investigation and Enforcement Unit at **1-888-772-9277**. The Unit's web site address is <[www.mah.gov.on.ca/ieu](http://www.mah.gov.on.ca/ieu)>.

## Landlord and Tenant Board

You can contact the Board to get Notice and Application forms, and for general information about landlord and tenant issues. The Board cannot give you legal advice.

On the Board's web site, there are brochures you can read and copies of all of the Board's forms that you can print out.

The Board's web site address is <[www.ltb.gov.on.ca](http://www.ltb.gov.on.ca)>. You can call the Board at **416-645-8080** or **1-888-332-3234**.

It costs \$45 to make most applications to the Board. But it costs \$50 to apply to have the Board review an order it has already made. You might get your money back if you win your case. Some types of applications do not cost anything.

## **Tenants' organizations**

These groups help tenants by giving them information and advice. They can also help you organize a tenants' association in your building. They are usually run by volunteers who are tenants themselves.

Your community legal clinic might be able to tell you if there is a tenants' organization in your area. For information on how to find [your nearest legal clinic](#), see page 32. In you live in the Toronto area, you can call the Federation of Metro Tenants' Associations at **416-921-9494**. Their web site address is <[www.torontotenants.org](http://www.torontotenants.org)>.

## **Your neighbours**

Find out if your neighbours are concerned about some of the same things you are. It is usually better to work with other tenants in your building or your tenants' association when dealing with harassment, rent increases, maintenance issues, or other problems that affect more than one tenant.

## What tenants need to know about the law May 2007

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**This publication** contains general information. It is not a substitute for getting legal advice for your particular situation.

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