



FROM LEASE TO KEYS:

Providing Tenant Strategies
that Live Rent-Free Inside
Your Head



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FORWARD

Navigating the labyrinthine landscape of Ontario's rental policy and tenant rights demands both insight and perseverance. In a province where housing regulations continually shift and tenant protections stand as pillars of societal welfare, the need for clarity and understanding becomes all the more pressing.

This Policy Guidebook stands as a beacon amidst the complexities, offering a comprehensive guide to Rental Policy and Tenant Rights in Ontario. Through meticulous examination, readers embark on a journey through the legislative tapestry that governs rentals, unraveling the intricacies of agreements, rent control dynamics, and the critical nuances of tenant rights, including the often-daunting specter of evictions and dispute resolution.

Yet, this project is not merely a product of scholarly inquiry; it is a testament to community engagement and empowerment. Supported by the Frontline Community Centre, our team undertook this initiative with a singular purpose: to assist young renters in navigating Ontario's formidable rental market. In this spirit, we extend our deepest gratitude to the Center for their invaluable support and unwavering commitment to empowering renters across the province.

Within the realm of tenant rights, readers uncover the bedrock principles enshrined in law, from the fundamental rights to safe and habitable housing to the imperative defense against discrimination. Moreover, we shed light on the mechanisms for enforcement, the legal recourses available in times of need, and the support networks and advocacy groups poised to lend a helping hand.

Through a marriage of legal expertise and practical insights, this Policy Guidebook serves as a compass for all who traverse the convoluted pathways of Ontario's rental landscape. Whether you find yourself on the side of the landlord, seeking clarity amidst legal obligations, or as a tenant, safeguarding your rights in an often bewildering market, this guide empowers all stakeholders with the knowledge essential for informed decision-making.

As we journey together through these pages, let us recognize the profound impact of understanding and empowerment. For in navigating the intricate tapestry of rental policy and tenant rights, we not only foster a more just and equitable society but also empower individuals to assert their rights and shape their destinies amidst the ebb and flow of Ontario's rental landscape.



CHAPTER 1: RENTAL POLICY

Overview

This chapter covers the basics of Ontario rental policy. The principal rental legislation in Ontario is the Residential Tenancies Act, 2006, officially supplemented by the Protecting Tenants and Strengthening Community Housing Act, 2020. Offering helpful insights to readers, this chapter is structured into 5 sections covering: i) legislative framework; ii) rental agreements; iii) rent control; iv) tenant rights (evictions and dispute resolution); and v) affordable housing initiatives. At the end of this chapter you will have a general understanding of rental policy in Ontario.

Legislative Framework

Rental policy in Ontario is based on 2 key Acts. However, the Residential Tenancies Act, 2006 is the most influential policy in this domain. The Act contains 18 sections that can be divided into 4 areas of relevance (see Table 1) ([Ontario, 2020](#)).

1 The applicability of the act and exemptions and other related regulations:	2 Responsibilities of both the landlord and tenant, including maintenance and cost:
Part I: Introduction Part V.1: Termination of Occupancy - Non-Profit Co-operatives Part IX: Care Homes Part X: Mobile home parks and land lease communities Part XVII: Regulations Part XVIII: Transition	Part III: Responsibilities of Landlords Part IV: Responsibilities of Tenants Part VI: Assignment: Subletting and Unauthorised occupancy. Part VII: Rules relating to rent Part VIII: Suite metres and apportionment of utility costs
3 Lease agreements including termination and eviction regulations:	4 Disputes, enforcement, offences, and penalties, and municipal regulations:
Part II: Tenancy Agreements Part V: Security of Tenure and Termination of Tenancies	Part XI: The landlord and tenant board Part XII: Board proceedings Part XIII: Municipal vital services by-laws Part XIV: Maintenance standards Part XV: Administration and enforcement Part XVI: Offences

Table 1. Residential Tenancies Act, 2006 Areas of Relevance

1 The applicability of the act and exemptions and other related regulations:

The first area addresses how the Act applies to specific housing situations. It protects tenants by establishing the type of rental subject to a particular regulation.

2 Responsibilities of both the landlord and tenant, including maintenance and cost:

The second area covers the responsibilities of tenants and landlords, this is arguably the most important area as it covers the 'dos and don'ts' of renting. This area is useful tenants because it explains what their responsibilities are and in the event of a dispute they know what has been violated.

3 Lease agreements including termination and eviction regulations:

The third area covers lease agreements; it offers guidance for young people looking to rent a property. It protects the tenant by establishing the exact structure of lease agreements protecting the tenant from signing illegal contracts and extends protections against illegal evictions.

4 Disputes, enforcement, offences, and penalties, and municipal regulations:

The last area covers sections related to disputes and municipal services. This area is helpful as it highlights the legal mechanisms available to the tenant in the event of any disputes or violations.

The Protecting Tenants and Strengthening Community Housing Act, 2020 supplements Ontario's rental policy. However, the Act is dubbed the 'eviction bill' as it favoured landlords over tenants ([Majid, 2020](#)). A vulnerability it created was the opportunity for landlords to make illegal rent increases, if the tenant doesn't dispute the increase within the first 12 months. Moreover, landlords could also demand rent up to 12 months after the tenant left the rental unit. The Act also gave landlords the ability to offer non-negotiable repayment deals able to bypass the Landlord Tenant Board (LTB): a public institution where disputes between landlords and tenants are resolved. However, tenants still have the right to go to the LTB. The only positive aspect of this Act was that it increased the fine for bad faith evictions, allowing the tenant to seek an amount equal to up to 1 year's rent.

Rental Agreements

Rental agreements in Ontario are called “**Residential Tenancy Agreement (standard lease)**” this is the form that a Landlord (required by law) most commonly gives to a tenant to enter into a rental agreement (see Figure 1). The agreement has **17 mandatory sections**, an appendix that provides general knowledge on rights and responsibilities based on the Residential Tenancies Act, 2006, and contact information for the Landlord and Tenant Board ([Ontario, 2020](#)). Under the standard lease, all 17 sections (see [Appendix A](#)) are mandatory and cannot be changed. The lease is governed by the Residential Tenancies Act, 2006 which ensures all rights or responsibilities under the Act cannot be changed or taken away.

The first 4 sections ask for basic information about both the landlord and tenant such as their names, addresses, contact info, time length of agreement, basically covering questions of ‘who and where’. Sections 5 to 9 deal with rent, services, and utilities, basically acting as the ‘money sections’. Sections 10 to 12 involve additional clauses including smoking and tenants insurance. Of note section 11 of the lease agreement covers tenant insurance, offering options that must be proved to the landlord upon request: no insurance requirement or must have liability insurance ([Apollo, 2023](#)). For clarity, liability insurance covers financial protection to tenants in case they cause accidental damage to the rental property or if someone gets injured while on the property. Sections 13 to 17 cover ‘non-negotiables’ and additional stipulations, ending with the signatures from both parties. These non-negotiables are responsibilities such as maintenance and repair and additional conditions for potential situations such as subletting requiring the consent of the landlord, and the legal requirements if additional terms are to be added.

The image shows a screenshot of the Ontario Residential Tenancy Agreement (Standard Form of Lease) form. The form is titled "Ontario Residential Tenancy Agreement (Standard Form of Lease)" and includes a "Note" section at the top. The "Note" states that this tenancy agreement is required for tenancies entered into on or after March 1, 2021, and does not apply to care homes, sites in mobile home parks, and land lease communities. It also mentions that the agreement cannot take away a right or responsibility under the Residential Tenancies Act, 2006, and that everyone has the right to equal treatment in housing without discrimination or harassment. The form is divided into several sections: 1. Parties to the Agreement, 2. Rental Unit, and 3. Contact Information. Section 1 includes fields for the Landlord's Legal Name and a table for the names of the tenants. Section 2 includes fields for the rental unit address, including Unit, Street Number, Street Name, City/Town, Province, and Postal Code, and a section for the number of vehicle parking spaces. Section 3 includes fields for the address for giving notices or documents to the landlord, including City/Town, Street Number, Street Name, PO Box, Province, and Postal Code/ZIP Code. The form also includes checkboxes for whether the rental unit is in a condominium and whether the tenant agrees to comply with the condominium declaration. The form is numbered 2229E (03/21/20) and is published by Queen's Printer for Ontario, 2020. The page number is 1 of 14.

Figure 1. Standard Lease Agreement

Where the standard lease does not apply are: care homes, mobile home parks and land lease communities, most social housing, certain other special tenancies or cooperative housing ([Ontario, 2020](#)). These differ from the standard lease as, under the *Residential Tenancies Act, 2006*, they have differing legal accommodations and exemptions under Part 1, section 5.



The key lesson you should take away is that as a tenant **your lease agreement should be the same format as the standard lease agreement** unless you agree to any additional conditions or are renting where the standard lease does not apply. You should also fully understand the division of fiscal and property responsibilities between the landlord and tenant, along with the necessity to purchase insurance.

Rent Control

One of the most important things about renting is the scheduled cost of rent. The rules and process for rent are quite simple. First is the rules of rent, specifically when it can be increased. According to the Government of Ontario:

In most cases, the rent for a residential unit can be increased if at least 12 months have passed since the:

- last rent increase, or
- date the tenancy began

The landlord must give a tenant written notice of a rent increase in the proper form at least 90 days before it takes effect (Ontario, 2023).

The written notice requires that a proper form (see appendices B and C), made available from the Landlord and Tenant Board (LTB), be used to inform you. These are forms **N1 notice of rent increase or N10 agreement to raise rent above the guideline** ([Tribunals Ontario, 2015](#)). If you believe that you have not been properly informed or the rent increase is incorrect, you can file a dispute with the LTB within 12 months after the new amount was charged.

As for how much landlords can increase rent by, rent increase guidelines are determined year-to-year by the government with the 2024 limit being 2.5%. This means that the **maximum** amount that landlords can increase your rent by is 0.025 times your current cost of rent, **without the approval** of the LTB ([Ontario, 2018](#)). When calculating rent increases, the formula is quite simple. First you take your current cost of rent – suppose rent is \$1000 (we wish) – and you add 2.5%.

$$2.5\% \text{ of } \$1000 \text{ is } \$25 \text{ so, } (\$1000 + \$25 = \$1025)$$

Please note that this guideline applies to most private residential rent units under the *Residential Tenancies Act, 2006* with social housing having different rules. For further details, see Table 2.

Guideline Applies to	Guideline Does Not Apply to
<ul style="list-style-type: none"> • Rented houses, apartments, basement apartments and condos • Care homes • Mobile homes • Land lease communities 	<ul style="list-style-type: none"> • New buildings, additions to existing buildings and most new basement apartments that are occupied for the first time for residential purposes after <u>November 15, 2018</u> • Rental units upon turnover of a tenancy (the landlord and new tenant agree on the rent amount) • Community housing units • Long-term care homes • Commercial properties

Table 2. Rent Increase Guideline Applicability



Introduction to Eviction and Dispute Resolution

This section will be a short introduction to the basics of eviction and dispute resolution. Eviction is the process whereby a landlord, under certain circumstances, can request your removal through the process of giving you a written notice with a reason that comes from the LTB (see table below) ([Tribunals Ontario, 2021](#)). The tenant has the right to contest the justification for eviction at the LTB. Protection from wrongful eviction comes from rules under the Residential Tenancies Act, 2006 supplemented by the Protecting Tenants and Strengthening Community Housing Act, 2020 that doubled the maximum fine for offences committed by a landlord at \$50,000 for an individual and \$250,000 for a corporation. This measure exists alongside protections from bad faith evictions and access to the LTB ([Ontario, 2018](#)). The next chapter on Tenant rights will dive further into this.

Reasons for Eviction:

1. Abandoned rental unit
2. Agreement to end the tenancy
3. Breach of order or mediated settlement
4. Ceases to qualify for subsidised housing
5. Convert use to non-residential
6. Condominium purchase failed
7. Damage
8. Demolition
9. Employment terminated
10. Illegal act or business
11. Impairing safety
12. Interference with enjoyment or other right
13. Misrepresenting income
14. Non-payment of rent
15. Overcrowding
16. Persistent late payment of rent
17. Personal use by landlord
18. Personal use by purchaser
19. Repairs or renovations
20. Superintendent's employment ended
21. Subtenant stays after sub-tenancy ends
22. Tenancy for rehabilitative or therapeutic services has ended
23. Tenant gave notice to end the tenancy
24. Unauthorised occupant

Table 3. Reasons for eviction

Affordable housing initiatives

Affordable housing programs are federal-provincial cost-sharing housing policies aimed to fund the creation of below-market rent units, supplement rent, provide homeowner assistance by offering forgivable down payment loans, and fund unit repairs. Under the National Housing Strategy (NHS) there are 2 main initiatives:

1

Ontario Priorities Housing Initiative (OPHI) – providing funding to repair existing affordable housing units and create new affordable units. OPHI also makes rent supplements and forgivable down payment loans available ([Gordon et al., 2021](#)).

Rent supplements are direct financial subsidies paid to either housing providers or households to cover the cost of rent ([Gordon et al., 2021](#)). Forgivable down payment loans are a type of loan that allows borrowers to have the balance of their loan either partially or totally forgiven if they meet certain conditions such as: living at the property for a certain amount of time, income restrictions, or a limit on the cost of the property ([WOWA, 2023](#)).

2

Canada-Ontario Housing Benefit (COHB) – the benefit pays the difference between 30 percent of the household's income and 80% of the average market rent in the area. You can use [this calculator](#) to determine your eligibility ([Partners for Planning, N/A](#)).

An example of COHB in action would be the following: If income = \$1,500 per month, 30% of income equals \$450. If the average market rent in the area = \$1,000, 80% equals \$800. So \$800 - \$450 = a COHB benefit of \$350.

That will be all for this chapter, you now have a general understanding of Ontario Rental Policy and can navigate the more specific areas, here are some key takeaways: First, that before you sign any agreement ensure that it is the standard lease agreement. Second, you should be aware of the maximum amount your rent can be raised by in a year and the legal notice required prior to doing so. Third, your eviction notice must come from the LTB and the notice of eviction must be in line with one of the listed reasons for eviction. Lastly, bear in mind that if you are in need of housing assistance, you have multiple initiatives to turn to including OPHI and COHB.

CHAPTER 2: TENANT RIGHTS

Overview

This chapter will examine the fundamental rights of tenants in Ontario, including rights related to safe and habitable housing, privacy, and non-discrimination. The chapter begins by introducing the enforcement mechanisms which are responsible for enforcing tenant rights. It will then examine the legal remedies which are available when their rights are violated, provide knowledge of the regulations and processes surrounding evictions, and present the available research organisations, support services, and advocacy groups that provide assistance to tenants in enforcing their rights. By the end of this chapter, readers will be able to recognize common tenant protections when their rights are violated.

Enforcement Mechanisms: Residential Tenancies Act, 2006

The Residential Tenancies Act (RTA), 2006 is an Ontario law that indicates the rules and responsibilities that landlords and tenants must follow. As described in the Ontario Rental Policy Overview Chapter, Parts III through VIII of the Act provide the Dos and Don'ts for landlords and tenants. Below, you will find a brief overview of the important rights and responsibilities tenants should know.



Privacy

- Landlords can enter a rental unit between the hours of 8am–8pm with written notice provided to the tenant 24 hours in advance (at minimum) in certain circumstances, such as to do repairs or carry out inspections (Government of Ontario, 2006).
- Landlords can enter a rental unit without written notice in cases of emergencies or if a tenant consents.

Repairs



- Landlords are responsible for maintaining rental units and complying with health, safety, housing, and maintenance standards. Examples include ensuring that electrical, plumbing, and heating systems are working; fire safety laws are followed; and the rental property is clean, including the lobby, halls, elevator, laundry room or garage.
- These standards are based on the [Building Code](#), found under the *Building Code Act*; [Electrical Safety Code](#) found under *Electricity Act*; [Fire Code](#), found under the *Fire Protection and Prevention Act*; and [Maintenance Standards](#) found under the RTA (Government of Ontario, 1992; 1997; 1998; 2006b).
- Tenants are responsible for keeping their rental unit clean and repairing or paying for damages caused by them. The Landlord and Tenant Board defines the minimum standard of cleanliness as the state that the majority of individuals would find ordinary or normal (2019).

Harassment



- Landlords cannot harass or threaten a tenant.
- Examples of harassment include:
 - Interfering with a tenant moving out of a rental unit, taking part of a hearing, or filing an application.
 - Giving out personal information of the tenant without their permission.
 - Taking photos of the tenant or their home without their permission.
 - Cutting off important services such as heating or electricity (the RTA clearly states landlords are responsible for supplying tenants with vital services).



Changing Locks

- Landlords cannot change the locking system on an entry door to a rental unit during a tenant’s occupancy without providing the tenant with replacement keys.
- Tenants cannot change the locking system on an entry door to a rental unit during their occupancy without the landlord's consent (Government of Ontario, 2006).



Security Deposits

- A landlord can collect a deposit from the tenant on or before the date of their tenancy and the amount cannot be more than a month’s worth of rent, if it is a monthly pay cycle or more than a week’s rent, if it is a weekly rental pay cycle.

Residential Rent Increases

As mentioned in the Ontario Rental Policy Overview chapter, rent increase guidelines are determined year-to-year by the government with the 2024 limit being 2.5% (Government of Ontario 2023b). As a tenant, you can contact the Landlord and Tenant Board to determine whether a unit is exempt from the rent increase guideline. However, there may be circumstances which allow landlords to request an above guideline increase (AGI) in rent and file an L5 form (see [Appendix D](#)). These reasons include:

- If the landlord’s municipal taxes and charges have increased at an “extraordinary” amount (Burman, 2023), that amount being greater than the guideline approved by the Government of Ontario plus an additional 50 per cent of the guideline.

Example: The 2024 guideline is 2.5%. To calculate whether the figure is “extraordinary”, you would need to do the following:

$$2.5\% \text{ (guideline)} / 2 \text{ (the 50\% in question)} = 1.25\%$$

$$2.5\% + 1.25\% = 3.75\%$$

Therefore, if the increase in the landlord’s taxes is greater than 3.75%, it is considered “extraordinary.”

- If the landlord performed any substantial work which is described by the LTB as “extraordinary or significant renovations, repairs, replacements or new additions to the building or to individual units” - in other words capital expenditures (Landlord and Tenant Board, 2022).

Capital expenditures need to be completed within a time period of 18 months and end 90 days before the date of the first rent increase asked by the landlord in their application. They must also be paid in full before the application is filed unless there is construction lien on the property - i.e. a temporary claim of ownership to the landlord’s property by the renovation company until the landlord pays them for their services.

Capital expenditures are eligible to qualify for a rent increase if they:

<p>Were necessary to ensure the restoration or protection of the physical integrity of the property</p> 	<p>Were necessary to ensure that health, safety, housing standards, or systems were maintained</p> 	<p>Were necessary to ensure access was provided for persons with disabilities</p> 	<p>Promoted energy or water conservation (2022)</p> 	<p>Maintained or improved the security of the property (Burman, 2023)</p> 
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When landlords file an L5 form (see [Appendix D](#)), tenants should contact the LTB to confirm whether it was filed and the AGI was approved (Burman, 2023). They may also choose to fight the increase at the LTB. It is important to note that although landlords are allowed to ask for the money before their request is approved in court, tenants can wait until the LTB provides a decision before paying. Further information on the legal process through the LTB can be found in the *Legal Remedies* section below.

Landlord and Tenant Board

The LTB provides solutions for disputes between tenants and landlords and eviction applications from co-ops such as maintenance problems or issues of harassment (2015). The LTB also provides information regarding the rights and responsibilities under the RTA to tenants and landlords. Within the website, you will find details about the application and hearing process which includes information about which application to choose; options to file an application, either through the Tribunals Ontario Portal, via email, or mailed letter; and the types of hearings you can expect, be they through the phone, video, or written (Landlord and Tenant Board, 2023b). The website also includes contact information for the LTB, and access to the various forms needed for filing. The application, filing, and hearing process with the LTB will be covered in the Legal Remedies section.

Ministry of Municipal Affairs and Housing

The Ministry of Municipal Affairs and Housing (MMAH) provides housing guidelines and action plans, and knowledge about rental housing, social housing, and supportive housing (2023c). Tenants can easily access information on eviction rules, knowing when landlords can and cannot evict you, rent increase control, what the increase will be for the following year, and programs that help Ontarians find safe and affordable housing. The MMAH also goes over the complaint filing process, which will be covered in the Legal Remedies section.

Ontario Human Rights Commission - Ontario Human Rights Code

The Ontario Human Rights Code recognizes that tenants are entitled to equal treatment of housing without discrimination and harassment while landlords are expected to ensure that rental units and housing environments are free from discrimination and harassment (Ontario Human Rights Commission, 2009). The Ontario Human Rights Commission (OCHR) issues standards on human rights and rental housing interactions between tenants and landlords. Below, you will find some key information that tenants should know concerning their human rights.

01 Landlords have a legal duty to provide accommodations to special needs you may have (Ontario Human Rights Commission, (n.d.);

02 Landlords can ask for rental history, credit references and credit history but a lack of rental or credit history should not count against tenant;

03 Landlords can ask you about your income but they must also look at any available information on your rental history, credit references and credit rating (i.e. through Equifax Canada);

04 Landlords can ask for a guarantor (someone you designate who can pay for your rent) to sign the lease only if they have same requirements for all tenants;

05 Unless you are applying for subsidised housing, it is illegal for landlords to apply a rent-to-income ratio such as a 30% cut-off rule (which means only considering a potential tenant to be eligible if rent is less than 30% of their income) (Ontario Human Rights Commission, n.d.)

Legal Remedies

Filing Complaints: MMAH

The Rental Housing Enforcement Unit is a part of the MMAH and should be contacted if immediate intervention is needed to resolve complaints that may involve offences under the Residential Tenancies Act without an application process.

Step **01**

Before filing any complaint, notify your landlord of your concern through a written medium (i.e. an email or letter) so that you are able to keep records of the requests and responses. It is also important to note the length of time it takes for your landlord to respond to your concerns.

Step 02

Next, you would check the Residential Tenancies Act, 2006, to see if your concern is an offence. Common offences include:

Renovictions:

When landlords evict tenants by claiming they are doing extensive renovations to the unit (Casey, 2023);

Maintenance and Repair Issues:

Landlords must keep units in good condition, upholding certain standards (NG Legal Services Professional, n.d.);

Harassment:

This includes threatening tenants to induce them to move (Advocacy Centre for Tenants Ontario, n.d);

Service Denial:

Withholding or interfering with a vital service, including fuel, electricity, and water;

Lockout:

Changing locks and not providing tenants with replacement key;

Unauthorised Entry:

Landlords entering a rental unit without proper notice;

Inaccessible Recovery:

Failure to make an evicted tenant's property available for retrieval (Advocacy Centre for Tenants Ontario, n.d);

Expropriation:

Seizing a tenant's property without lawful authority

Step 03

If you cannot solve the problem after contacting the landlord and the landlord has committed an offence under the Act, you will have to call the Rental Housing Enforcement Unit at 416-585-7214 or Toll-free: 1-888-772-9277 (Government of Ontario, 2022).

Step 04

The Rental Housing Enforcement Unit will contact the landlord to resolve the issue with your consent, send a letter with the details of the complaint and options to solve the problem. They will then follow up to see if the issue is resolved.

Step 05

If the issue still has not been resolved, a formal investigation may begin which can result in charges.

If charges are laid, the landlord must appear before a Justice of the Peace in the Ontario Court of Justice and you may have to attend court as a witness. If convicted, the landlord will usually have to pay a fine (Government of Ontario, 2022).

You can find further details on the process in the [MMAH website](#).

Alternative Complaint Filing Routes: LTB

The LTB deals with landlord and tenant disputes and can arrange for mediation and hearings to resolve these disputes.

As noted earlier, it is important to let your landlord know your concern and keep copies of any correspondence. Once you have your records, you can go on the LTB website and visit the [Navigate Tribunals Ontario](#) page to help guide you on what application to file (Landlord and Tenant Board, 2023b). If you are a non-profit housing co-op or a co-op member, you can visit [Non-Profit Co-op Evictions](#). After the application is filed and accepted, the LTB will send a Notice of Hearing. Before your hearing, you may want to receive legal advice. A detailed list of available legal resources are provided below. A request for mediation may be done before the hearing through the [Tribunals Ontario Portal](#). If a mediation fails to settle the dispute, the hearing will occur either in person, through video, or as a written hearing (Landlord and Tenant Board, 2023b).

During a video or telephone hearing, parties should file documents or materials before the hearing (Landlord and Tenant Board, 2023b). During the hearing, it is important for applicant(s), respondent(s) and witnesses to appear. If you have a representative, they must also attend the hearing. For written hearings, the parties file a written explanation of their position and supporting documents. When the hearing has concluded, the decision, called an Order, will be revealed right away or later on. If a resolution occurs without a hearing, after an application has been submitted, the parties should note these changes either by completing the [Request for a Discontinuance Order Without a Hearing Form](#) and/or a [Request to Withdraw an Application form](#). Applicants can submit the forms using the Tribunals Ontario Portal (Landlord and Tenant Board, 2023b). Additional detail on the filing and hearing process can be found on the [LTB website](#).

To learn more about how the LTB reaches a decision, please review the [Canadian Legal Information Institute \(CanLII\)](#) website.

Alternative Complaint Filing Routes: Human Rights Tribunal of Ontario

The Human Rights Tribunal of Ontario (HRTO) deals with discrimination and harassment claims that fall under the [Human Rights Code](#).

Tenants must file an application using [SmartForm](#) and provide the details of the event(s) that occurred, which includes who was responsible for which actions (Human Rights Tribunal of Ontario, 2015). Once the application is received, a letter will be sent providing your HRTO file number. The HRTO will go through your application to determine the next step. It is essential that the application is completed fully, otherwise the HRTO will contact you to let you know it is deemed incomplete and may ask for more information. Once the HRTO determines it is complete, the application will then be sent to the respondent(s), the tenants named in their application, as well as any others who may be affected by the application (Human Rights Tribunal of Ontario, 2015).

The respondent(s) will need to submit a [Form 2 Response](#) to the HRTO which will be shared with all parties involved (Human Rights Tribunal of Ontario, 2015). As an applicant, you will have the option to file a [Form 3 Reply](#) after receiving the Form 2. Once the HRTO has received all of these documents, an adjudicator will complete a jurisdictional review and provide an outline of next steps (Human Rights Tribunal of Ontario, 2015).

Mediation

One of the next steps could be a mediation which is one of the questions asked within the forms. A mediation helps parties reach an agreement that resolves the issues stated in the application. In this process, both parties will have an opportunity to let the HRTO mediation know what happened and what they would like to see as an end result (Human Rights Tribunal of Ontario, 2015). The mediator will consider everything presented and review the documents to propose a resolution agreeable to both sides. If both parties settle in mediation, they will complete a [settlement form](#). The HRTO will send a letter to acknowledge the settlement agreement and close the file. If the mediation was unsuccessful, the file will then be scheduled for a hearing. It is important to note that mediations are not mandatory and if one or both parties are not interested in mediation, they have the opportunity to go directly to a hearing.



Hearings

There are two types of hearings. A summary hearing may be ordered when the application does not look like it can succeed either due to insufficient evidence or if details in the application do not fall under the Human Rights Code (Human Rights Tribunal of Ontario, 2015). The summary hearing then allows the applicant the opportunity to explain the allegations. The HRTO adjudicator, after hearing the applicant's explanations, will decide whether or not the application can continue or be dismissed.

The other type of hearing is a **preliminary hearing** which can decide other issues. Examples of other issues are whether it is not clear the application falls under the HRTO's jurisdiction or if the application seems as though it has been dealt with in another proceeding (Human Rights Tribunal of Ontario, 2015). In a preliminary hearing, the HRTO adjudicator will hear arguments from both parties and see evidence which will help them determine whether to dismiss the application or allow it to proceed (Human Rights Tribunal of Ontario, 2015).

It is important to note that once you receive a Notice of Hearing, you will have **21 days, after it has been sent**, to provide documents that are relevant to the application with the other party. You will also need to send the HRTO a **Form 23** which confirms you have sent all documents to the other party (Human Rights Tribunal of Ontario, 2015). Also, **no later than 45 days before your hearing**, you will send the other party a list of all witnesses, a statement of each witness' intended evidence, and a list of the documents you will present at the hearing (Human Rights Tribunal of Ontario, 2015). You will also need to send the HRTO your witness list, witness statements, and copies of the documents you will use at the hearing **45 days before** it takes place (Human Rights Tribunal of Ontario, 2015).

There are also two types of decisions that may be issued. **Interim decisions** are issued before the start of a hearing, during the hearing, or after the hearing is completed, but before a final decision is made (Human Rights Tribunal of Ontario, 2015). These decisions may decide how the hearing will proceed, for example making a request to remove a party (Human Rights Tribunal of Ontario, 2015). A **final decision** decides the dispute between the parties. For example, after a preliminary hearing, a final decision can be made on issues surrounding whether the application was filed in time (Human Rights Tribunal of Ontario, 2015). If the application is not successful, it will be dismissed in the decision. If the application is successful, and discrimination and harassment took place, the adjudicator can order remedies such as monetary compensation, a non-monetary award, or an order to promote future compliance with the Code (Human Rights Tribunal of Ontario, 2015).

These decisions should be ordered within 3 months of the hearing if it lasted 3 days or less. If it lasts longer than 3 days, a decision will be issued within 6 months. You may see all of the HRTO's decision on the [Canadian Legal Information Institute website](#) (Canadian Legal Information Institute, 2001b).

Tenants may want to contact the [Human Rights Legal Support Centre \(HRLSC\)](#) for help with their application or legal advice. It is independent of the HRTO and offers free services throughout the province (Human Rights Tribunal of Ontario, 2015).

Eviction Protections

Eviction Rules

It is important to note that landlords cannot simply evict tenants. Tenants are protected from wrongful evictions by the [Protecting Tenants and Strengthening Community Housing Act, 2020](#) and [Residential Tenancies Act, 2006](#). Landlords must act in good faith when evicting a tenant for reasons that are not the tenant's fault. If a landlord is evicting you, they must give a written notice using the proper form provided by the LTB. However, even if they provide you with a written notice, you do not have to move out. The landlord must apply for and receive an eviction order from the LTB (Government of Ontario, 2023). You also have the right to go to a hearing to explain why you should not be evicted. If the LTB orders an eviction, they will provide you with an eviction order which can be legally enforced by the Enforcement Office or Sheriff (Federation of Metro Tenants' Associations, 2023). In most circumstances, the order will set a future date to give you enough time to move out and find a new place to live (Federation of Metro Tenants' Associations, 2023). If you are being evicted due to nonpayment of rent, you will be given a period of time to pay to stop the eviction process. If you refuse to vacate and are still there on the date you are scheduled to vacate, the landlord will be able to pay to have the Sheriff evict you (Federation of Metro Tenants' Associations, 2023). You would then have 72 hours to come and pick up your items.

There are some important rights to note when being evicted in certain circumstances. For example, if the landlord is evicting you as they want to use the unit for themselves or are selling the property, they must give you an equivalent of one month's rent or offer another unit (Government of Ontario, 2023). You will also have to be compensated if you are evicted because of renovations, repairs, or demolitions. The landlord must also give you the right of first refusal to move back into the unit following the renovation. If you choose to move back in, you will need to notify your landlord in writing before you leave that you want them to offer you the unit when the renovations are complete (Landlord and Tenant Board, 2023).



If they fail to provide you a right of first refusal, you will have two years to file a claim with the LTB for compensation (Government of Ontario, 2023). If you believe a landlord is acting in bad faith and evicting you, you have the right to file an application with the LTB within one year of moving out of the rental unit (Landlord and Tenant Board, 2023). Bad faith evictions include if landlords filed a notice to end the tenancy because a purchase or a family member requires the rental unit and no one moves in after the tenant moved out within a reasonable time, or if the landlord filed a notice to demolish, convert, repair, or renovate the rental unit and they did not do so within a reasonable time after the tenant vacated the rental unit (Landlord and Tenant Board, 2023). Further information can be found on the [LTB website](#).

Legal Resources

Advocacy Centre for Tenants Ontario

The Advocacy Centre for Tenants Ontario (ACTO) provides information regarding rights of renters and protects the interests of low-income tenants. Through ACTO's Tenant Duty Counsel Program, which is funded by Legal Aid Ontario, tenants who have received a Notice of Hearing from the LTB are able to receive free legal advice the day of the hearing. Tenants will be able to contact a duty counsel via the [client sign up form](#) (Advocacy Centre for Tenants Ontario, 2023). A tenant duty counsel will call once they receive the form and provide the tenant with advice as well as any other resources available to them. Priority is given to tenants facing evictions. They also fund 30 legal clinics that provide walk-in service at locations where the LTB hold their hearings (Advocacy Centre for Tenants Ontario, 2023). The ACTO is also a resource to gain information about external support from the community, government, and find legal information and housing research.

Legal Aid

Legal Aid is a resource for tenants that are low income and need legal advice before their LTB hearing. Tenants will be able to find a community clinic close to them using their [website](#). Unlike the ACTO's Tenant Duty Counsel Program, Legal Aid Ontario helps tenants throughout the LTB hearing process while the Tenant Duty Counsel Program only helps tenants the day of the hearing. Clinics do not charge for legal advice but may ask for certain fees such as court filing and medical record fees (Legal Aid Ontario, 2023).



Community and Legal Education Ontario

Community and Legal Education Ontario (CLEO) provides templates and resources to gain information on various housing issues such as how to deal with being evicted for renovation or writing letters to the landlords asking to sublet. They also have a [Steps to Justice](#) page that provides questions and answers on everyday legal problems tenants may face (Community Legal Education Ontario, 2023). Moreover, if tenants need guidance on how to complete legal forms and legal documents the [Guided Pathways](#) is able to assist them by asking questions and then using the answers provided to fill in the forms and documents (Community Legal Education Ontario, 2023).

Tenant Resources *Settlement.Org*

Settlement.org is funded by Immigration, Refugees, and Citizenship Canada and is a resource for newcomers and the general public who are looking for information on settling in Ontario (2020). The website allows tenants to access a list of commonly asked questions to gain information regarding rental housing, subsidised housing, housing for seniors, and questions about living in Ontario.

Canadian Centre for Housing Rights

The Canadian Centre for Housing Rights is a non-profit organisation who is working to advance the right to housing. Their website provides several resources and information regarding housing rights. Some of these resources include printable documents with information regarding Ontario housing law, human rights in rental housing, renters' rights when facing eviction, links to news regarding new housing policies, toolkits and presentations for tenants to understand their rights and training workshops for renters, service providers, community workers, and housing providers in Ontario.

The Centre also provides free services to Ontario renters who are facing challenges in their housing. Their *Housing Stabilization* program has caseworkers who help renters by providing legal information and resources that help them address issues of discrimination in their homes. These caseworkers can help negotiate on their behalf with property owners and managers when they are in situations of housing discrimination. They also provide legal services where lawyers are able to provide legal advice and/or represent renters in Toronto who need support with no-fault evictions, above-guideline rent increases, and housing maintenance applications. Tenants are able to complete a [form](#) so they are able to be contacted by the right individuals (Canadian Centre for Housing Rights, 2023).

Federation of Metro Tenants' Associations

The Federation of Metro Tenants' Associations (FMTA) is a non-profit organisation which provides information on tenant rights. Tenants are able to access a commonly asked questions page, a [Tenant Infohub](#) where tenants are able to ask questions regarding their rights or options under the law, and additional resources found on their [Resources](#) page (Federation of Metro Tenants' Associations, 2023b). FMTA has also produced online and PDF versions of the [Tenant Survival Manual](#) and [Guide to Tenant Rights](#) in many languages so tenants are able to learn about their rights and key information regarding housing (Federation of Metro Tenants' Associations, 2023b). They also provide workshops on tenants rights, rent increase guidelines, evictions, landlords removing services and maintenance and other general workshops pertaining to housing rights.



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