



Cross Legal
Services
Licensed Paralegal

Navigating Ontario's Rental Housing Laws

*A Comprehensive Guide to the Residential Tenancies Act
for Students and Parents for Off Campus Housing*



1580 Mineral Springs Rd.
Dundas, ON, L9H 5E3



joel@crosslegal.services



(289) 443-0675



www.crosslegal.services

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Disclaimer

Please note the information provided is intended as a guide, not legal advice.
Anyone with legal questions should consult a legal professional.



Moving off-campus and renting for the first time can be an exciting milestone for students. However, it also comes with significant responsibilities and legal obligations. Understanding Ontario's **Residential Tenancies Act, 2006 (RTA)** is essential for students and parents to navigate the rental process effectively. The *RTA* provides a framework to protect the rights of both tenants and landlords while outlining their responsibilities.

When Does the *RTA* Not Apply

The *RTA* does not apply to specific types of living accommodations as listed under Section 5. These include:

1. **Short-Term or Seasonal Accommodation:**

Hotels, motels, cottages, or vacation homes intended for temporary use or travel purposes.

2. **Emergency Shelters:**

Short-term accommodations for those in need, such as shelters.

3. **Educational Housing:**

Housing provided by educational institutions under certain conditions, such as dormitories lacking self-contained kitchen or bathroom facilities.

4. **Owner-Shared Accommodation:** Housing where tenants share a kitchen or bathroom with the owner or their immediate family living on the premises.

5. **Business-Linked Housing:** Accommodations tied to employment or business operations within the same premises.

6. **Rehabilitative or Therapeutic Housing:** Short-term housing linked to therapy or rehabilitative services, typically for no more than a year.



These exemptions reflect situations where alternative rules and regulations apply instead of the *RTA*.

For further insights please see the articles below:

[Landlord Sharing Various Facilities](#), [Statutorily Exempted Occupancy](#)



Rent Control in Ontario

Rent control limits how much landlords can increase rent annually for most rental units in Ontario. Under the *RTA*, **rent increases are regulated and must follow the province's**



annual guideline, typically set below inflation rates. However, units first occupied for residential purposes after November 15, 2018, are exempt from rent control, meaning landlords can increase rent without following these limits (*RTA* s. 6.1). The *RTA* ensures transparency, requiring landlords to provide 90 days' notice before any increase and to justify the increase if it exceeds the guideline through the **Landlord and Tenant Board (LTB)**.

When and How Can a Landlord Can Increase the Rent?

Under the *RTA*, landlords can only increase rent by following strict rules to protect tenants from sudden or excessive rent hikes:

1. **Annual Rent Increase:** Rent can be increased **once every 12 months** and must comply with Ontario's annual rent increase guideline (*RTA* s. 119).
2. **Notice Requirements:** Landlords must give tenants **90 days' written notice** before the increase using **Form N1 - Notice of Rent Increase** (*RTA* s. 116). The notice must specify the current rent, the amount of the increase, and the new rent total.

However, for units built or first occupied after **November 15, 2018**, landlords may use **Form N2 - Notice of Rent Increase for Units Exempt from Rent Control**. These units are not subject to the annual rent increase guideline, allowing landlords to impose unrestricted increases, provided the required notice is given.

3. **Above-Guideline Increases (AGIs):** Landlords can apply for an above-guideline rent increase through the **Landlord and Tenant Board (LTB)** using **Form L5** when capital repairs have been made, or Municipal property taxes have risen.

For further insights please see the article below:

[Notice of Rent Increase](#)



Fighting an Illegal Rent Increase:

Tenants can challenge illegal rent increases by filing **Form T1 - Tenant Application for a Rebate of Money** to recover overpayments (*RTA* s. 135)

For further insights please see the article below:

[Clawing Back of Excess Rent](#)

The Importance of Lease Agreements

A lease agreement is the cornerstone of any rental arrangement. A lease may be written, verbal or implied (e.g. through the payment of rent). All are equally binding and can only be terminated in accordance with the *RTA*. The difficulty, however, for anyone relying on an oral agreement always lies in proving exactly what was agreed to.



In Ontario, landlords are required to use the government-mandated **Standard Form Lease** for most residential rental agreements. This document outlines key terms, such as the rent amount, utilities, and maintenance responsibilities. Students should thoroughly review the lease before signing, ensuring they understand their obligations. Any unclear or concerning clauses should be addressed before finalizing the agreement, as signing a lease makes it legally binding under *RTA* s.12.

What Happens If a Landlord Does Not Provide a Standard Form Lease?

Under Ontario's the *RTA*, landlords are legally required to provide tenants with a **Standard Form Lease** for most rental agreements. If a landlord fails to provide the lease within **21 days** of the tenant requesting it, tenants have the right to withhold **up to one month's rent** until the lease is provided (*RTA* s. 12). If the lease is not given after 30 days, tenants can terminate the tenancy early using **Form N9** without penalty. This measure protects tenants from unclear or unfair lease terms

Termination Dates, Rental Periods, and Automatic Lease Renewal

Under the *RTA*, tenants and landlords must adhere to specific rules regarding termination dates and rental periods.

A termination date is the last day of the tenancy, typically coinciding with the end of a rental period. Rental periods refer to the frequency of rent payments, such as monthly or weekly, and



often determine when termination notices must align. For example, if rent is paid monthly, the termination date must fall on the last day of a monthly rental period.

If a tenant does not provide proper notice to terminate the lease at the end of the rental period, the lease does not automatically end. Instead, the tenancy transitions to a **month-to-month agreement** by default (*RTA* s. 38). This process is referred to as automatic lease renewal and provides flexibility for tenants who may want to stay in the rental unit without committing to a new fixed-term lease. However, all terms of the original lease continue to apply unless renegotiated.

Properly understanding termination dates, rental periods, and the rules around automatic lease renewal ensures tenants meet their obligations and avoid unintended tenancy extensions.

Unenforceable or Illegal Lease Clauses

Under **Section 4(1)** of the *RTA*, any provision in a lease that conflicts with the *RTA* or its regulations is **void and unenforceable**. Both landlords and tenants must follow the legal terms outlined in the Act, even if the lease says otherwise. Below are some examples of unenforceable terms often found in lease agreements.

Pets

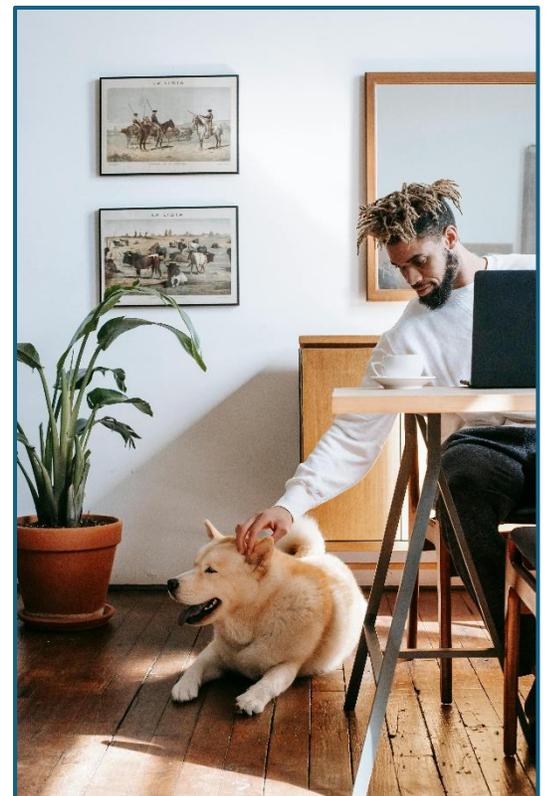
Landlords **cannot prohibit pets** through a lease clause (*RTA* s. 14). However, a tenant may be evicted if a pet causes damage or disturbances (*RTA* s. 76).

While “no pet” clauses are generally unenforceable under the *RTA*, exceptions exist for **condominiums** governed by pet-restrictive bylaws under the *Ontario Condominium Act* (1998). Condominium boards can regulate or prohibit pets based on their type, size, or number. Tenants must follow these bylaws even if their landlord permits pets. However, **service animals** are protected under **human rights legislation**, meaning landlords cannot refuse tenants with disabilities, as service animals are not classified as pets.

Guests & Housemates

Landlords **cannot charge extra fees or require approval** for guests. However, tenants are responsible for their guests' behavior, including noise or damage.

If you would like to add another housemate to the bunch, the *RTA* **does not prohibit a tenant from taking any additional housemates**, so long as the number of persons continuously occupying the premises does not violate housing, safety, or health standards or any other bylaws.



Acceleration Clauses

Any clause stating that the remaining rent for the lease becomes due immediately upon tenant default (e.g., missed rent or failure to meet obligations) is **void** (RTA s. 15).

If a dispute arises regarding unclear or misleading lease terms, tenants can file an application with the LTB using **Form T1 - Tenant Application for a Rebate of Money**. This form allows tenants to recover improperly charged fees or address violations related to the lease agreement.

For further insights please see the article below:

[Unlawfully Using Fresh Lease Agreement, Guide to Ontario's standard lease](#)

Utilities

Utilities refer to services such as electricity, gas, water, heat, and internet that support the habitability of a rental unit. Whether utilities are included in rent or paid separately must be clearly stated in the **lease agreement** under section 6 of the **Standard Form Lease**



Considerations:

1. **Included Utilities:** If utilities are included, the landlord is responsible for covering the costs.
2. **Separately Paid Utilities:** If tenants are responsible for paying directly, the lease should specify which utilities apply. and
3. **Utility Sharing Agreements:** For shared accommodations, the lease should clarify the division of utility costs.

Important: Landlords cannot retroactively change utility arrangements during the lease term without tenant agreement. Disputes about utility charges can be resolved through the LTB.

LTB Forms and Procedures:

Tenants who wish to end a tenancy should submit the correct forms, such as **Form N9** or **Form N11**, and provide adequate notice aligned with the rental period.



Deposits and Payment Regulations

Ontario's rental laws strictly regulate the types of deposits landlords can collect. Landlords are allowed to request a rent deposit equivalent to one month's rent, which is applied to the last month of the tenancy (*RTA* s.106). Additional fees, such as **damage deposits** or **application fees**, are **illegal**. Tenants should also be aware that rent payments must be made in full and on time as stipulated in the lease.

Last Month's Rent Deposits

A **Last Month's Rent (LMR) deposit** must be applied to the rent for the final period of the tenancy and cannot exceed **one month's rent** (or the equivalent rental period, such as one week in a weekly tenancy) (*RTA* s. 106). The LMR deposit **cannot be used as a damage deposit** under any circumstances. Landlords must pay interest on the deposit annually at the guideline rate and may require a top-up if rent increases. The deposit ensures the tenant's last month is covered financially while protecting tenant rights.

Key Deposits

A **Key Deposit** is a charge for keys, remote entry devices, or access cards provided to tenants. The deposit amount must reflect the approximate cost of the key or device. Upon returning the key(s) at the end of the tenancy, the landlord must return the deposit to the tenant. Importantly, a **key deposit cannot be used as a damage deposit** under any circumstances. If the key is lost, landlords may charge a replacement fee consistent with the cost of a new key or device.



Legal vs. Illegal Deposits and Payments

Type of Deposit/Payment	Legal	Illegal
Rent Deposit	Legal, up to one month's rent, applied to the last month's rent	Any amount exceeding one month's rent is illegal.
Key Deposit	Legal, but only for the replacement cost of a key	Excessive charges for key deposits or additional non-refundable fees.
Pet Deposit	Illegal	Any deposit specifically required for pets is prohibited.
Security or Damage Deposit	Illegal	Landlords cannot charge for potential damages upfront.
Application Fees	Illegal	Charging tenants to apply or be considered for a unit is not permitted.
Cleaning Deposit	Illegal	Tenants cannot be required to pay upfront for cleaning.
Additional Fees (e.g., "processing")	Illegal	Any other mandatory fee beyond rent or key replacement costs is unlawful.
Late Fees	Illegal	A Tenant cannot be charged an additional fee for late payment of rent.

LTB Forms and Procedures:

If a landlord charges an illegal fee or refuses to apply a rent deposit correctly, tenants can submit **Form T1 - Tenant Application for a Rebate of Money** to the **LTB**. This form helps tenants recover funds improperly collected by the landlord.

For further insights please see the articles below:

[Leases With No Pets Clauses](#), [Requiring Key Deposits](#)





Joint Tenancies and Tenancies-in-Common

Understanding the distinction between **joint tenancies** and **tenancies-in-common** is crucial for students who may rent a property with friends or other roommates. These two forms of shared tenancies differ in terms of legal rights and responsibilities, which can significantly impact the rental arrangement.

Joint Tenancies

A **joint tenancy** exists when all tenants share equal responsibility for the entire rental unit and the obligations of the lease.

1. **Shared Responsibility:** Tenants who share a lease are jointly responsible for rent payments and adhering to the lease terms. If one tenant defaults, the landlord may hold the other tenants responsible for the unpaid amount.
2. **Single Lease Agreement:** The landlord must provide a written tenancy agreement, and for joint tenancies, this includes all tenants on one agreement.
3. **Termination:** A joint tenancy can only be terminated if all tenants agree to give proper notice, or if one tenant provides legal notice under limited circumstances such as domestic violence.



Tenancies-in-Common

A **tenancy-in-common** occurs when each tenant has an individual agreement with the landlord, or the lease specifies separate obligations for each tenant.

1. **Individual Responsibility:** Tenants with separate agreements are only liable for their portion of the rent and damages outlined in their lease agreement. This setup ensures that one tenant's default does not affect the others.
2. **Separate Agreements:** Individual tenancy agreements can exist for tenants occupying the same rental unit, provided each agreement complies with RTA requirements.
3. **Flexibility:** Tenants-in-common can independently terminate their agreements without requiring consent from co-tenants, offering greater individual autonomy.

Key Differences:

	Joint Tenancy	Tenancy-in-Common
Responsibility for Rent	Shared among all tenants	Individual responsibility
Lease Agreement	One agreement for all tenants	Separate agreements for each
Liability for Breaches	All tenants are collectively liable	Only the breaching tenant is liable
Termination	Requires agreement from all tenants or proper notice	Individual agreements allow flexibility

Which is Better for Students?

The choice between a joint tenancy and a tenancy-in-common depends on the dynamics of the tenants and their priorities.

A **Joint Tenancy** is ideal for close friends or groups who trust one another and are willing to share equal responsibility. This option simplifies the lease agreement but requires careful coordination and mutual accountability.

A **Tenancy-in-Common may be** better for groups of acquaintances or unrelated individuals who prefer financial independence and flexibility. Each tenant can manage their portion of the lease without being affected by others' actions.

Understanding these options and the legal provisions governing them can help students make informed decisions when entering into a rental agreement with others. It's essential to discuss and agree on expectations before signing a lease to prevent disputes or misunderstandings later.

For further insights please see the article below:

[Rights When Sharing a Kitchen or Bathroom](#)



Understanding Tenant Rights

The *RTA* outlines several key rights for tenants:

- **Right to Privacy:** Landlords must provide at least 24 hours' written notice before entering the rental unit, except in emergencies (*RTA* s. 27).
- **Maintenance and Repairs:** Landlords are responsible for keeping the rental property in good repair and meeting health, safety, and housing standards (*RTA* s. 20).
- **Security of Tenure:** Tenants have the right to remain in the rental unit until the tenancy is legally terminated through proper procedures (*RTA* s. 39).
- **Equal opportunity.** A landlord cannot refuse to rent to you on the basis of your race, ethnicity, place of origin, gender, sexual orientation, religion, age, or ancestry, nor on the basis of your marital or parental status.
- **Vital services,** including electricity, heating, fuel, and water supply

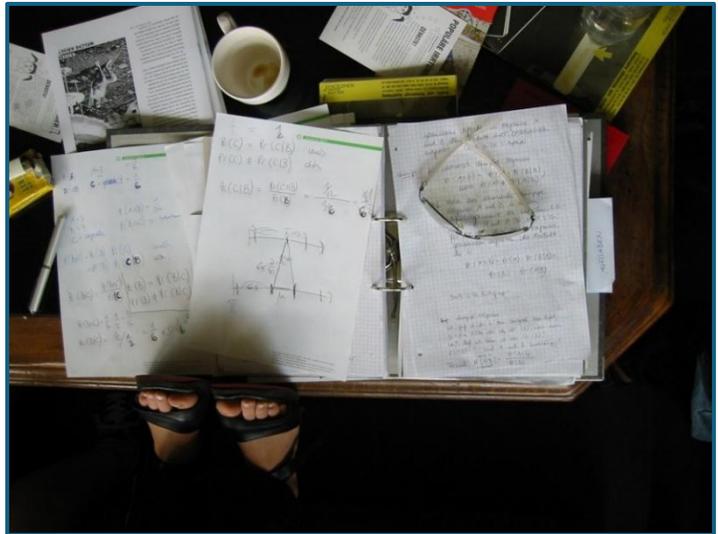
LTB Forms and Procedures:

Tenants who experience violations of their rights—such as unauthorized landlord entry, failure to repair the property, or other issues—can file **Form T2 - Tenant's Application About Maintenance** with the LTB. This form allows tenants to address breaches of their rights and request compensation or repairs.

Tenant Responsibilities

Tenants also have important responsibilities to uphold:

- **Timely Rent Payment:** Rent must be paid in full on the agreed-upon date (*RTA* s. 33). If rent is not paid, landlords may issue a **Notice to End Tenancy for Non-Payment of Rent (Form N4)** as per *RTA* s. 59.
- **Proper Maintenance:** Tenants must keep the rental unit clean and free of damage caused by willful or negligent conduct. They are also required to inform the landlord of any necessary repairs (*RTA* s. 34). Tenants are not responsible for repairs due to normal wear and tear.
- **Adherence to Lease Terms:** This includes complying with rules related to noise levels, avoiding excessive wear or damage to the property, and respecting occupancy limits specified in the lease agreement (*RTA* s. 67). Failure to comply may result in a notice of termination issued by the landlord.
- **Reporting** any damages to your landlord



Here's the chart summarizing Tenant Responsibilities under the *RTA*:

Responsibility	Details	RTA
Timely Rent Payment	Failure to pay rent may result in a Notice to End Tenancy for Non-Payment of Rent (Form N4).	s. 59
Ordinary Cleanliness	The tenant is responsible for ordinary cleanliness of the rental unit.	s. 33
Proper Maintenance	Tenants must keep the unit clean and free of willful or negligent damage.	s. 34
	Tenants must inform the landlord of any required repairs.	
	Tenants are not responsible for repairs due to normal wear and tear.	s. 34
Adherence to Lease Terms	Tenants must follow lease rules, including noise restrictions and occupancy limits.	s. 65 to 67
	Failure to comply may lead to a termination notice from the landlord.	s. 68

LTB Forms and Procedures:

If a tenant is accused of failing to fulfill their responsibilities, such as rent non-payment or property damage, they may receive a **Form N4 - Notice to End Your Tenancy for Non-payment of Rent** from their landlord. Tenants can respond by **filing Form T5 - Tenant Application – Landlord Gave a Notice of Termination in Bad Faith** if they believe the landlord is acting unfairly or without proper justification.

For further insights please see the article below:

[Obligation of Occupants, Damage Arising From Toilet Overflow](#)

Maintenance and Repair

Landlord's Responsibility

Under Section 20(1) of the *RTA*, landlords are responsible for providing and maintaining the rental unit in a **good state of repair and fit for habitation**. They must comply with **health, safety, housing, and maintenance standards**. This obligation applies even if the tenant was aware of issues before signing the lease (*RTA* s. 20(2)).



Key obligations include:

1. **Structural Repairs:** Maintaining walls, ceilings, floors, and foundations.
2. **Heating, Plumbing, and Electrical Systems:** Ensuring proper functioning of essential utilities.
3. **Pest Control:** Addressing infestations unless caused by tenant negligence.
4. **Weatherproofing:** Repairing roofs, windows, and doors to prevent water or air leaks.
5. **Common Areas:** Keeping hallways, stairs, and shared spaces safe and clean.

If repairs are needed, tenants can notify the landlord and, if unresolved, file a **T6 Application for Maintenance** with the LTB.

Tenant's Responsibilities

Under Section 33 of the *RTA*, tenants must maintain the rental unit in a state of **ordinary cleanliness** and prevent damage caused by themselves, guests, or occupants. Tenants are responsible for:

1. **Cleaning the Unit:** Keeping the space clean to avoid damage or deterioration.
2. **Reporting Repairs:** Informing the landlord promptly of necessary repairs to prevent further damage.
3. **Damage Responsibility:** Covering repairs for damages caused by willful or negligent actions.

Tenants are **not responsible** for wear and tear or major structural repairs, which remain the landlord's duty under *RTA* s. 20.

Snow and Ice Maintenance Responsibilities

Under Section 20 of the *RTA*, landlords are generally responsible for ensuring that common areas of rental properties are clear of snow and ice. However, **lease terms requiring tenants to perform snow removal are often unenforceable** and may create significant liability concerns for landlords.

1. **Landlord's Responsibility:** Landlords are legally required to maintain common areas, such as walkways and entrances, under *RTA* s. 20(1) and O. Reg. 517/06 s. 26(1).
2. **Tenant's Responsibility:** Per *Crete v. Ottawa Community Housing Corporation* (2024 ONCA 459), tenants may be responsible for snow removal only in areas designated for **exclusive use**, such as private patios.

For further insights please see the articles below:

[Readiness for Occupancy](#), [Lease Involving Snow Shoveling Terms](#)



Subletting and Assignments: Flexible Options for Tenants

For students who may need to vacate their rental unit temporarily or permanently, the *RTA* provides options like **subletting** and **assigning a lease**. Understanding these options is critical to managing rental obligations lawfully.

Subletting: A Temporary Solution

Subletting allows the tenant to rent out their unit to another person (the subtenant) for a specified period while retaining their own lease with the landlord. This is commonly used during temporary absences, such as summer breaks.



1. **Landlord's Consent:** The original tenant must obtain the landlord's written consent to sublet the unit. The landlord cannot unreasonably withhold consent but may request details about the subtenant.
2. **Ongoing Responsibility:** The original tenant remains legally responsible for the lease's terms, including rent payments and any damages caused by the subtenant.
3. **Written Agreement:** A written sublet agreement is strongly recommended. This document should outline the duration of the sublet, rent amount, and other terms to ensure clarity and prevent disputes.

Assignment: A Permanent Option

An assignment involves transferring the entire lease agreement to another person (the assignee), effectively ending the original tenant's responsibilities under the lease. This is suitable for tenants who plan to vacate permanently before the lease term ends.

1. **Landlord's Consent:** Like subletting, assigning a lease requires the landlord's written consent. While the landlord cannot unreasonably withhold consent, they have the right to assess the suitability of the proposed assignee.
2. **Release of Liability:** Once the assignment is completed, the original tenant is no longer responsible for the lease's terms, as the assignee assumes full legal responsibility.
3. **Written Documentation:** It is essential to formalize the assignment with a written agreement signed by the landlord, the original tenant, and the assignee.



Key Differences Between Subletting and Assigning:

Feature	Subletting	Assigning
Tenant's Liability	Original tenant remains responsible	Original tenant is released from liability
Duration	Temporary	Permanent
Landlord Consent	Required	Required
Typical Use	Temporary absences	Permanent relocation

Both subletting and assigning offer students flexibility in managing their rental obligations. These options can be lifesavers for those whose circumstances change during a lease term. However, it is crucial to follow proper procedures and secure all necessary consents to ensure the process is lawful and smooth.

LTB Forms and Procedures:

If a landlord unreasonably withholds consent for subletting or assignment, tenants can file **Form A2 - Application About a Sublet or Assignment** with the LTB. This form enables tenants to seek approval directly from the Board and resolve disputes with the landlord.

Ending a Lease: Forms and Procedures under the RTA

Ending a lease in Ontario requires students to follow specific forms and procedures outlined in the *RTA*. Proper adherence to these requirements ensures that the termination process is legal and avoids potential conflicts with the landlord.

Form N9: Tenant's Notice to End the Tenancy

The **Form N9** is used when a tenant wishes to provide notice to terminate the lease at the end of the lease term or rental period. Tenants must provide their landlord with at least **60 days' written notice** before the intended move-out date (*RTA* s. 44 & 47). The form is straightforward and includes information such as the tenant's name, address, and the intended termination date.

Form N11: Agreement to Terminate a Tenancy

The **Form N11** is a mutual agreement between the landlord and tenant(s) to end the tenancy. Unlike the **N9**, which is a unilateral notice by the tenant, the **N11** requires the consent and signatures of both parties. This form can be used to terminate the lease at any time, not just at the end of the lease term, making it a flexible option for situations where both the landlord and tenant agree to end the tenancy.



Difference Between N9 and N1:

Form	Purpose	Consent Required	Timing
N9	Tenant unilaterally provides notice to end the tenancy at the end of the lease term or rental period.	No consent required from the landlord.	Requires at least 60 days' notice before the termination date.
N11	Both tenant and landlord mutually agree to terminate the tenancy.	Consent required from both parties.	Can be used at any time, including before the lease term ends.

Both forms have specific uses depending on whether the tenant is acting independently (N9) or in agreement with the landlord (N11). Students should select the appropriate form based on their circumstances and follow the correct procedures to avoid any disputes.

LTB Forms and Procedures:

If a landlord disputes the validity of a termination notice or refuses to acknowledge it, tenants can file **Form T4 - Tenant Application – Landlord Did Not Comply with Tenant’s Notice to End the Tenancy**. This form allows tenants to resolve disputes and enforce their rights to terminate the tenancy.



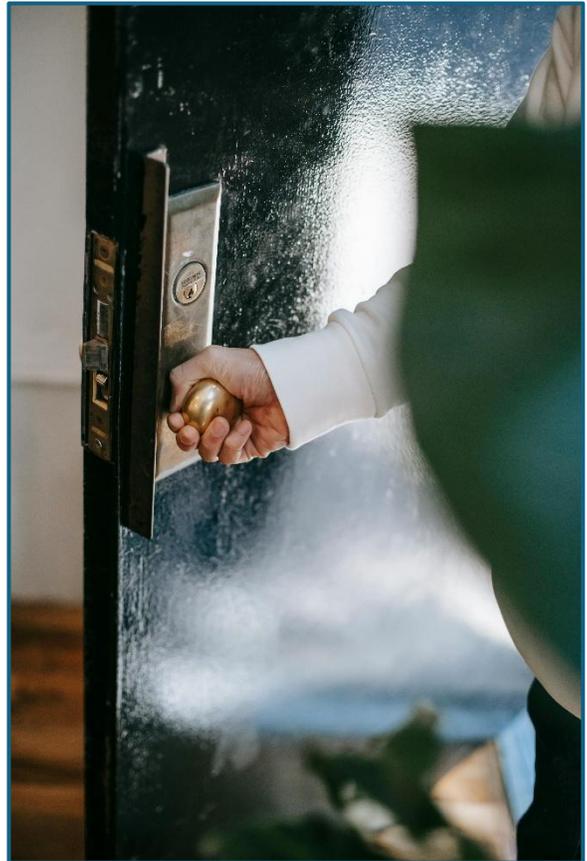
The Landlord's Right of Entry

In Ontario, landlords have the right to enter a tenant's rental unit under specific circumstances as outlined in the *RTA*. These rules are designed to balance the landlord's need to access the property for legitimate purposes with the tenant's right to privacy and reasonable enjoyment of their home.

When a Landlord Can Enter Without Notice

Under *RTA* s. 26, a landlord may enter a rental unit without prior notice in the following situations:

1. **Emergencies:** For instance, if a water pipe bursts or there is a fire in the unit.
2. **Tenant Consent:** If the tenant gives consent **at the time of entry**, the landlord may enter for any reason.
3. **Regular Cleaning:** If the lease requires the landlord to clean the unit at specified intervals, they may enter during those times. If the lease does not specify times, entry is allowed between **8:00 a.m. and 8:00 p.m.**
4. **Showing the Unit to Prospective Tenants:** If the landlord or tenant has given notice to terminate the tenancy, the landlord may enter between **8:00 a.m. and 8:00 p.m.** to show the unit to potential tenants, provided the landlord has made a reasonable effort to inform the tenant beforehand.



When a Landlord Must Provide Notice

Under *RTA* s. 27, a landlord is required to provide **at least 24 hours' written notice** before entering the rental unit for any of the following reasons:

1. **Repairs or Maintenance:** To perform necessary repairs or replacements in the unit.
2. **Inspection:** To determine if repairs are needed or if the unit is following health, safety, or housing standards.
3. **Access for Potential Buyers, Mortgagees, or Insurers:** To show the unit to prospective purchasers, mortgage lenders, or insurers.
4. **Other Reasons Stated in the Lease:** Any other reasonable reason that is specifically outlined in the lease agreement.



Requirements of the Written Notice

The written notice must include:

1. The **reason** for entry.
2. The **date** of entry.
3. The **time** of entry (between 8:00 a.m. and 8:00 p.m.).

Restrictions on Landlord Entry

1. Landlords cannot enter the unit for reasons not outlined in the *RTA* or lease agreement.
2. They cannot enter the unit without consent or outside the permitted hours (8:00 a.m. to 8:00 p.m.), except in emergencies.

Tenant Recourse for Illegal Entry

If a landlord enters a unit without following the proper rules, tenants can:

1. **File a T2 Application About Tenant Rights:** Tenants may file **Form T2** with the *LTB* if they believe their landlord has entered the unit illegally or violated their privacy rights.
2. **Seek Remedies:** The *LTB* can award damages for illegal entry, harassment, or interference with reasonable enjoyment of the rental unit (*RTA* s. 29).

Landlord Responsibility for Agents

If a landlord authorizes an agent, such as a superintendent or real estate agent, to enter the unit, the landlord is legally responsible for ensuring the agent complies with all entry rules (*RTA* s. 27).

For further insights please see the article below:

[Proper Hours of Entry Notice](#)

Tenant Belongings

Under the *RTA*, landlords must follow specific rules when handling belongings left behind by a former tenant. The procedures vary depending on whether the tenant **vacated the rental unit or abandoned it**.

Vacated Units: Immediate Disposal Rights with Conditions

If the tenant has **vacated legally**, such as following proper notice or an agreed termination, the landlord may take ownership, sell, or dispose of the tenant's belongings under specific conditions. However, if a **tenant is evicted by the Sheriff** under an *LTB* order, the landlord must store the belongings for **72 hours** and allow the tenant access during this time (*RTA* s. 41(2), s. 41(3)). The landlord cannot treat the items as abandoned until after this period has passed.

If the tenant does not return within 72 hours, the landlord may assume ownership or dispose of the belongings without liability. However, **certain personal items such as government-issued IDs** may require longer retention under specific guidelines.



Abandoned Units: Extra Precautions and Notices

If the unit is **deemed abandoned** (typically when rent is overdue and the tenant has left without notice), the landlord must obtain an **Order from the LTB** or issue a **Notice of Intent to Dispose** of the belongings. Following this, the landlord must wait **30 days** before taking any action regarding the items (*RTA* s. 42). During this time, tenants or their representatives may retrieve their belongings.

Improper Disposal and Legal Consequences

If a landlord prematurely disposes of tenant belongings, they could face legal action through the **LTB**. Under *RTA* s. 41(6), the Board may order compensation for the tenant and impose fines of up to **\$35,000**, the current limit of Ontario's **Small Claims Court**. Failure to follow proper disposal procedures could result in significant financial and legal penalties.

Guarantors on a Lease

It is legal for landlords to require co-signers or guarantors on a lease, but the guarantee is only **enforceable if properly drafted and pursued in the correct legal forum**. A guarantor (often a parent) assumes liability if the tenant fails to meet obligations, such as paying rent or covering damage.

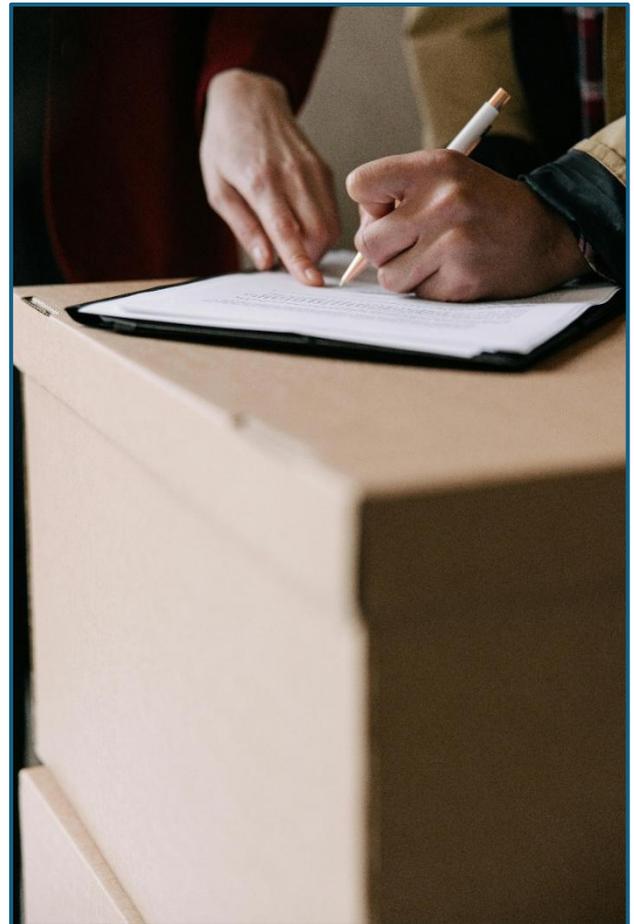
To enforce a guarantor's liability, the landlord must first establish the tenant's liability through the LTB if the issue falls under its jurisdiction. Additionally, vague or improperly drafted lease agreements can render the guarantor's obligations unenforceable. For example, simply labeling someone as a "guarantor" without defining specific obligations can cause legal issues.

A guarantor's **obligations typically end when the lease expires**, unless expressly stated that they will continue during any month-to-month tenancy. The Courts and the LTB have ruled that the law does not assume indefinite obligations without specific contractual terms.

Landlords should ensure that lease agreements clearly define co-signer responsibilities, and liability claims against tenants are properly established. Following these steps ensures that claims against guarantors are legally enforceable.

For further insights please see the article below:

[Understanding Guarantor Responsibilities](#)



Reasons for Eviction Under the RTA

A landlord can evict a tenant under the RTA for various reasons categorized into **fault-based** and **no-fault-based** grounds:



Fault-Based Grounds:

1. **Non-Payment of Rent:** If rent is overdue, the landlord may serve an N4 - Notice to End Tenancy for Non-Payment of Rent.
2. **Undue Damage:** Tenants who cause excessive damage can be served an N5 - Notice for Damage or Interference with Enjoyment.
3. **Illegal Acts:** Illegal activity on the property may result in an N6 - Notice for Illegal Acts or Misrepresentation.

No-Fault Grounds:

1. **Landlord's Personal Use:** The landlord, a close family member, or a caregiver may need the unit for personal use, (RTA s.48) requiring an **N12 - Notice to End Tenancy for Landlord's Personal Use**.
2. **Purchasers Own Use:** The purchasing landlord, a close family member, or a caregiver may need the unit for personal use, (RTA s.49) requiring an **N12 - Notice to End Tenancy for Landlord's Personal Use**.
3. **Renovation, Demolition, or Conversion:** When the unit is to be renovated, converted, or demolished (RTA s. 50), the landlord issues an **N13 - Notice**.

Eviction Process

1. **Issuing the Notice:** The landlord must serve the tenant with a valid **notice of termination**, specifying the reason, termination date, and any corrective action (e.g., paying overdue rent).
2. **Compliance Period:** For certain notices like **N4 (non-payment of rent)**, tenants have a specified period to remedy the issue (e.g., 14 days for monthly tenancies).
3. **Filing with the LTB:** If the tenant does not comply, the landlord can file an L1 Application to Evict a Tenant or an L2 Application for Termination Based on Other Grounds with the LTB.
4. **Hearing:** The LTB schedules a hearing where both parties present evidence. The Board will decide whether to issue an **eviction order**.
5. **Eviction Order Enforcement:** If granted, the order is enforced by the Sheriff's Office. The tenant typically has a specified timeframe to vacate before enforcement.



Note: Certain fault-based evictions, such as illegal acts, may result in immediate termination without a remedy period (*RTA* s. 61). Non-fault-based evictions often require compensation, such as one month's rent for personal use or renovations (*RTA* s. 48.1, s. 52).

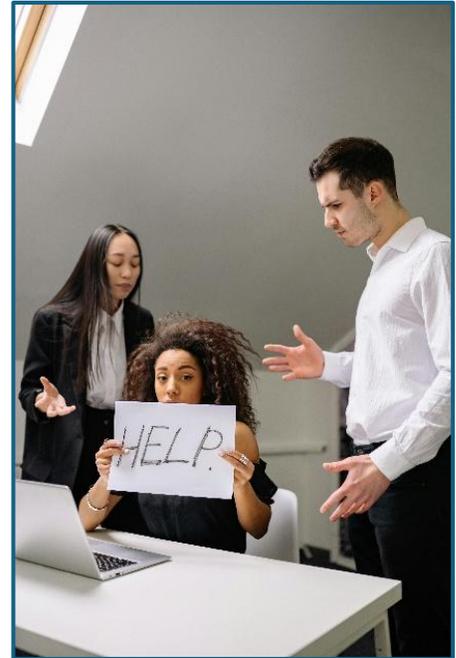
Dispute Resolution and Evictions

Disputes between landlords and tenants are common but resolvable under the *RTA*:

- **Landlord and Tenant Board (LTB):** This tribunal handles disputes regarding rent arrears, maintenance, and eviction notices (*RTA* s.168).
- **Evictions:** A landlord can only evict tenants for specific reasons, such as non-payment of rent or significant lease violations (*RTA* s. 37). Proper legal procedures must be followed.

LTB Forms and Procedures:

If tenants are served with an eviction notice, such as Form N4 - Notice to End Your Tenancy for Non-Payment of Rent, they can respond by filing **Form T2 - Tenant's Application About Maintenance** or **Form T5 - Tenant Application – Landlord Gave a Notice of Termination in Bad Faith** if they believe the eviction is unjustified.



Practical Tips for Students Renting Off-Campus

To ensure a positive rental experience, students and parents should consider the following:

- **Inspect the Property:** Before signing a lease, thoroughly inspect the rental unit for any existing damages or issues. Documenting the condition of the property can prevent disputes later.
- **Sign a Lease:** Avoid any rental arrangements that rely only on a verbal agreement with the landlord.
- **Have the Lease Terms Reviewed:** Have the Lease Terms reviewed by a legal professional that is well versed in the *RTA* to avoid any erroneous terms and potential pitfalls with poorly worded leases.
- **Maintain Open Communication:** Keeping clear and written communication with the landlord helps in promptly addressing any concerns or misunderstandings.
- **Document Everything:** Dance like no one is watching but deal with your landlord like you are going to an LTB Hearing. Maintain records of all interactions with the landlord and take contemporaneous notes of any verbal conversations.
- **Utilize University Resources:** Your university will offer resources to assist students with off-campus housing, providing guidance on legal rights and responsibilities.

Conclusion

Understanding Ontario's ***Residential Tenancies Act, 2006*** is essential for students and parents as they navigate the rental market. The RTA provides legal protections, outlines tenant and landlord responsibilities, and offers dispute resolution mechanisms. By familiarizing themselves with these laws and using the appropriate **LTB forms and procedures**, students can confidently manage their tenancy, address disputes, and ensure a secure and lawful off-campus living experience.

