

Care homes

A care home is a place you rent,
where you get health care services,
attendant care, or help with daily
living. If you live in a care home,
you are a tenant and have legal rights.





Contents

Does this booklet apply to you?	next page
Care homes	1
Care Home Information Packages	2
Tenancy agreements	6
Rent and services	11
Eviction.....	15
For more information	25



DOES THIS BOOKLET APPLY TO YOU?

This booklet is about tenants' rights under the **Residential Tenancies Act (RTA)**. The RTA applies to most rental housing in Ontario, such as rooms, apartments, houses, mobile home parks, and retirement homes.

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, or live in some types of temporary or seasonal housing.

Also, the RTA does not cover some types of shared living. If you share rental housing or you rent from another tenant, we have an online tool at <www.cleo.on.ca/roommates> that can help you find out if you are covered.

If your housing is not covered by the RTA, the information in this booklet does not apply to you. If you are not sure, see page 25 to find out [where to get legal advice](#).

Care homes

A care home is a rented home that provides care services. Care services include:

- nursing care,
- supervision of prescription drugs,
- an emergency response system,
- help getting from place to place,
- incontinence care, and
- assistance with daily activities, such as eating, bathing, dressing, and personal hygiene.

1

You may get meals, housekeeping, and recreational services where you live, but that is not enough to make it a care home. A care home must have at least one of the care services in the list above. You are a care home tenant only if getting care services was one of the reasons you moved in.

The following places are not care homes:

- hospitals, and

- long-term care homes, such as licensed nursing homes and homes for the aged run by municipalities or Indian Band Councils.

Care home tenants are covered by the Residential Tenancies Act (RTA) and have many of the same rights as other tenants. If you live in a care home, you have the right to a safe, well-maintained home, like any other tenant.

Your landlord cannot evict you without a reason. And, you cannot be transferred to another room or apartment, or to a long-term care home, without your consent.

But some laws apply only to care home tenants. This booklet deals with those laws.

2 Care Home Information Packages

The landlord must give you a Care Home Information Package before you sign a tenancy agreement. Some landlords might call the Information Package a “CHIP”.



What is a Care Home Information Package for?

The Information Package gives you important information you need to know before you sign a tenancy agreement. You can use it to help you decide if you want to live in the care home.

3

The Information Package must describe the services you will be paying for. For example, you may want to know how much and what kind of nursing care is included and which services would cost extra.

The Information Package is also useful if you already live in a care home. For example, it could help you choose optional services, or find out how to make a complaint.

What is in the Care Home Information Package?

The Information Package tells you about:

- the kinds of rental units in the care home and how much they cost,
- the kinds of care service packages at the care home and how much they cost,

- the optional services you can get and how much they cost,
- the minimum number of staff that must be in the home at all times, and
- the qualifications of the staff.

The Information Package also tells you whether there is a personal emergency response system, such as a call bell, and how it works. If there is no personal emergency response system, the Information Package must say this.

The Information Package also tells you if the care home has a complaint process, and if it does, how to make a complaint and whether you can appeal a decision.

What is not in the Care Home Information Package?

4 The Information Package does **not** have to tell you:

- which rental unit you will be living in,
- how much rent you have agreed to pay, or
- what services you have agreed to pay for.



These things should be in a separate written tenancy agreement.

How do I get a Care Home Information Package?

5

Ask the landlord for one. If you are thinking about moving into a care home or you already live in one, the landlord must give you an Information Package

What if the landlord will not give me one?

First, check with a lawyer or community legal clinic to find out if the place you live in, or are thinking of moving into, is a care home. Some landlords do not want their tenants to know they are living in a care home. For information about how to contact a community legal clinic, see the section called [How to get legal help](#) on page 25.

If you do live in a care home, it is illegal for your landlord to raise your rent or the cost of services until you get an Information Package.

If your landlord will not give you an Information Package, a lawyer or community legal clinic may be able to help.

Tenancy agreements

Care home landlords must give each tenant a written tenancy agreement. Sometimes this is called a lease. A tenancy agreement is a contract that gives you the right to live in a place.

What should I do before I sign a tenancy agreement?

Before you sign, you should carefully read both the tenancy agreement and the Care Home Information Package. If you are unsure about anything in the Information Package or in the tenancy agreement, it is important to get legal advice. A community legal clinic or lawyer can help you decide if you want to sign the agreement as it is or try to change it first.

6 I have already signed a tenancy agreement. Can I change my mind?

Yes, after you sign an agreement you have 5 days to cancel it. If you want to cancel your agreement, you must tell your landlord this in writing within 5 days. If the 5 days have



passed and you want to cancel the agreement, it is important to get legal help right away.

You can also end your tenancy agreement at any time by giving 30 days' notice in writing. See pages 10 and 11 for [more information about moving out](#).

7

I already live in a care home. Do I have to sign a tenancy agreement?

Yes. If you do not already have a written agreement, you do have to sign one. But if the written agreement is different from the arrangement you have now, you do not have to agree to the changes.

For example, you do not have to agree to new house rules or a different amount of rent.

Before you sign, have your landlord change the agreement back to what you had already arranged.

It is important to get legal advice if your landlord wants things in the agreement that you do not like, or that you are not sure about.

My landlord will not give me a written tenancy agreement. What should I do?

Your landlord may not want to give you a tenancy agreement. And, your landlord may say that you are not covered by the laws that protect tenants. Do not just accept what your landlord says.

You can contact a community legal clinic or a lawyer to find out what your rights are. They may be able to help you make your landlord give you a written tenancy agreement.

What does a tenancy agreement include?

The written tenancy agreement must include:

- the amount of your rent, not including services and meals,
- when you must pay your rent, for example, weekly or monthly,
- a list of all of the care services and meals you must pay for and the cost of each of them,
- the length of time the agreement is for, and

- a statement that says you have the right to discuss the agreement with anyone, and to cancel it within 5 days.

The tenancy agreement can include other things you and your landlord agree to. For example:

9

- house rules, as long as they do not take away your rights as a tenant, or
- limits on renting your room to someone else.

Your tenancy agreement can also say that your landlord may enter your room or apartment to do cleaning or repairs, or to check on your condition. If you agree to have someone check on your condition, you have the right to change this at any time by telling your landlord this in writing. But if you agree that your landlord can enter your room or apartment for other reasons, you cannot change this later, unless your landlord also agrees.

What if I decide to move out?

You can end your tenancy agreement at any time as long as you give the proper notice. This is true even if the agreement is for a certain length of time, such as a year, and that time is not up yet. Also, the date your tenancy ends does not have to be the last day of a month. It can be any day.

To give proper notice, you must tell your landlord in writing what date you want your tenancy to end. You should use the form called **Tenant's Notice to Terminate the Tenancy** which you can get from the Landlord and Tenant Board. There is [contact information for the Board](#) on page 26.

You must give your landlord this notice at least 30 days before the date that you want your tenancy to end. The day after you give the landlord the notice counts as the first day of this 30-day period.

10

If you give proper notice, you do not have to pay rent for any time after the day your tenancy ends. If you move out sooner and a new tenant



rents your place, the landlord cannot charge you for the days that the new tenant has the right to live there.

After you give proper notice to end your tenancy, you can cancel meals and services before your tenancy ends by giving 10 days' notice to your landlord.

11

Rent and services

The rules about increasing the rent are different from the rules about increasing the charges for care services and meals.

Even if you make only one payment each month, you might be paying for rent, meals, and services all together. Your tenancy agreement should show how much you have agreed to pay for care services and meals, and how much for rent.

There may also be other services available at the care home that are not part of your tenancy agreement. You can pay for these as you need them.

There may also be care services available from other providers in your community. Your landlord is not allowed to interfere with you finding and receiving care services from any provider you choose.

What are the rules about rent increases?

The rules about rent increases in care homes are the same as for tenants in other types of housing. Your landlord must give you 90 days' written notice before your rent can go up.

Your landlord can raise your rent by an amount that the government sets each year. This is called the “guideline”. For 2008, it was 1.4%. For 2009, it is 1.8%.

The government announces the guideline for the next calendar year by August 31. You can find out what the guideline is by contacting the **12** Landlord and Tenant Board. There is [contact information for the Board](#) on page 26.

Usually, your landlord can raise your rent only every 12 months. If your landlord tries to raise your rent more often or by more than the guideline amount, try to get legal advice.



How often can my landlord increase the charges for my meals and services?

Unlike rent, charges for services are not limited to one increase every 12 months. Your landlord can raise the cost of meals and services at any time and by any amount, as long as they tell you in writing 90 days in advance. If your landlord does not give you proper notice, you do not have to pay the increase.

13

But if your tenancy agreement sets the cost for your meals and services for a fixed period of time, your landlord cannot charge you more until the time period is over. For example, this would apply if you have a one-year lease which sets the price of meals for the entire year.

If you agreed to pay for certain services in your tenancy agreement and you can no longer afford them, your landlord might try to cut these services. If this happens, it is important to get legal advice.

You can be evicted for not paying your rent. But, you cannot be evicted for not paying for meals or services. If your landlord tries to evict you for these reasons, try to get legal help right away.

What if my landlord tells me my boarding house is now a care home?

Some boarding house landlords might want to claim they are really care home operators. That is because there are limits on increases to the cost of meals in a boarding house, but there are no limits in a care home. But the place you live is not legally a care home unless you are receiving a care service, and you moved in for that reason.

If you are not sure if you live in a care home, try to get legal advice.

Eviction

There are some rules about eviction that apply only to care home tenants.

15

How can a landlord evict a tenant?

A landlord can evict you for certain reasons, whether you live in a care home or any other type of housing. These reasons include:

- not paying your rent,
- often paying your rent late,
- doing illegal acts in the building or on the building property,
- having so many people living in your room or apartment that it breaks a health, safety, or housing standard,
- seriously disturbing your landlord or other tenants,
- risking other people's safety, or
- damaging your room or apartment, or another part of the building.

Another reason that applies to all tenants is that the landlord wants to demolish, convert, or

do major repairs or renovations to the building. But if you live in a care home and your landlord wants to do this, your landlord must first try to find another suitable place for you to live.

What reasons apply just to care home tenants?

If you are a care home tenant, you can also be evicted if:

- your tenancy agreement says you will only stay for a certain length of time and that time is up, or
- the care home is no longer suitable to your care needs.

There is more information about eviction for these reasons in the next few sections, ending on page 21.

16 What if my tenancy agreement has ended?

Your landlord can try to evict you because your tenancy agreement has ended only if both of the following are true:

- the only reason you live in your care home is to get rehabilitative or therapeutic services that you and your landlord agreed on when you moved in, **and**
- your landlord does not allow any tenants who live in the care home for that reason to stay for more than 4 years.

If you pay rent by the month or by any longer period, your landlord must give you a written notice at least 60 days before the date your landlord wants you to move. If you pay by the week or day, your landlord must give you at least 28 days' written notice. The notice should be on a form called **Notice to Terminate a Tenancy at the End of a Term**.

If you do not move out, your landlord can evict you only by applying to the Landlord and Tenant Board for an eviction order. Your landlord must also give you a written notice about this application. You have the right to dispute this application and to have a hearing before the Board.

How can I be evicted based on my care needs?

As a care home tenant, you can be evicted if you no longer need the care your landlord gives you, or if you need more care than your landlord can give you. This is sometimes called “transferring out”, but it is really an eviction.

What happens if my landlord says I need more care than the care home can give me?

If your landlord says this, you can be evicted only if your landlord can prove to the Board both of the following:

- that your landlord’s care services cannot meet your needs, even when combined with other services available in your community, **and**
- that there is “appropriate alternative accommodation” available for you.

Why are other community services important?

There may be other people or organizations in your community who can give you the care services you need, while you continue living where you are. If there are, your landlord cannot have you evicted just because your landlord cannot meet your care needs.

19

You can find out about community services by calling your local Community Care Access Centre (CCAC). To find your CCAC look under “Community Care Access Centres” in your phone book or check the “CCAC Locator” at <www.oaccac.on.ca>.

Some of these services are free or cost very little. They include occupational therapy, physiotherapy, social work services, nursing, nutrition counselling, and personal care services.

Your landlord cannot refuse to let these community service providers into your home.

When is other accommodation “appropriate”?

The Board must decide if a place suggested by your landlord will suit your needs better than your current home. You can argue that a place is not appropriate for you if:

- it is too expensive,
- it is too far away from your family or friends,
- it is not physically accessible to you,
- it cannot meet your care needs, or
- there is some other reason why you do not want to live there.

When is other accommodation “available”?

Your landlord might say that you need to be in a long-term care home, such as a nursing home or home for the aged. But there might not be a space for you there.

20

All of the following 3 things must happen before a space is considered to be “available” for you at a long-term care home:



- you have applied to be admitted to a long-term care home,
- a Community Care Access Centre has decided you are eligible, and
- one of the homes you chose has offered you a bed that is available right away.

Instead of a long-term care home, your landlord might think there are care homes that are more appropriate to meet your care needs. Again, any care home your landlord suggests is not considered “available” to you unless you have applied and been accepted there. Your landlord cannot have you evicted unless you can move into the new place on the same day that you move out of where you live now.

What is the process for eviction?

If your landlord makes an application to the Board to have you evicted for any of the reasons listed in this booklet, your landlord must give you a copy of the Application and a Notice of Hearing. The Notice of Hearing tells you the date, time, and place of your hearing with the Board.

Your landlord must give you the Notice of Hearing a certain number of days before the hearing. The number of days can be from 5 to 30, depending on the landlord's reason for trying to evict you.

For more information about the eviction process, see CLEO's booklet called **Fighting an Eviction**. There is information about how to **order CLEO materials** on the back of this booklet.

The eviction process for care home tenants is the same as for other tenants, unless your landlord is trying to evict you because of your care needs. The differences are explained in the next section.

What is the process if my landlord wants to evict me because of my care needs?

22

If your landlord wants to evict you because of your care needs, the process is the same as it is for other types of evictions, except for these differences:



- In this type of eviction, your landlord does not have to give you a Notice to Terminate a Tenancy, but can just apply to the Board right away. But your landlord still has to give you a copy of the Application and Notice of Hearing at least 30 days before the hearing date.
- The Board must hold a hearing, whether or not you write a dispute or go to the hearing.
- The Board must offer mediation to you and your landlord if the Board finds out that you do not want to move. The Board will find this out if you give the Board a written dispute saying you do not want to move. The law is not clear about what other ways the Board can find this out. For example, it is probably good enough to go to the hearing and say that you do not want to move. But it might not be good enough to tell this to someone in the Board office before the hearing.
- If your landlord does not take part in mediation, the Board can refuse your landlord's application.

You do not have to go to mediation. If you do go, the mediator cannot force you to agree to anything.

Try to get legal advice before you go to mediation and before you go to a hearing.

You can bring a lawyer with you to mediation or a hearing. Or, you can bring someone else who can give you advice and support.

For more information about mediation, see CLEO's booklet called **Fighting an Eviction**.

What if my landlord threatens to evict me?

You cannot be evicted for any reason unless your landlord applies to the Board. If your landlord does not give you a copy of an Application and a Notice of Hearing, there is a chance your landlord is only threatening you.

24

It is against the law for your landlord to harass or threaten you. It is also against the law for your landlord to refuse to give you care



services or meals. If you believe your landlord is threatening or harassing you, you can make an application to the Board. But try to get legal help to do this.

For more information

How to get legal help

For legal advice, contact your community legal clinic or a lawyer. Community legal clinics give free legal advice.

You can usually find the legal clinic nearest you by looking under “Legal Aid” or “Lawyers” in your phone book. You can also check Legal Aid Ontario’s web site at <www.legalaid.on.ca> or phone them:

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

How to contact the Landlord and Tenant Board

You can contact the Landlord and Tenant Board for general information, but the Board cannot give you legal advice. The Board's phone number is **1-888-332-3234** and its web site address is <www.ltb.gov.on.ca>.

How to order other publications

[Community Legal Education Ontario \(CLEO\)](#) produced this booklet. We also have other publications that you may find useful if you live or work in a care home. These include publications on:

- the Canada Pension Plan,
- the Ontario Disability Support Program,
- powers of attorney,
- the rights of people who live in long-term care homes,
- home care and Community Care Access Centres,
- elder abuse, and
- eviction and rent increases.

You can read and print these publications from our web site or order them for free. Please see the [contact information](#) on the back of this booklet.

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

Edited and produced by CLEO (Community Legal Education Ontario / Éducation juridique communautaire Ontario)

Revised by CLEO and the Advocacy Centre for the Elderly (ACE)

Based on original pamphlets by the Coalition for the Protection of Roomers and Rental Housing and ACE

With funding from Legal Aid Ontario and the Department of Justice Canada

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