

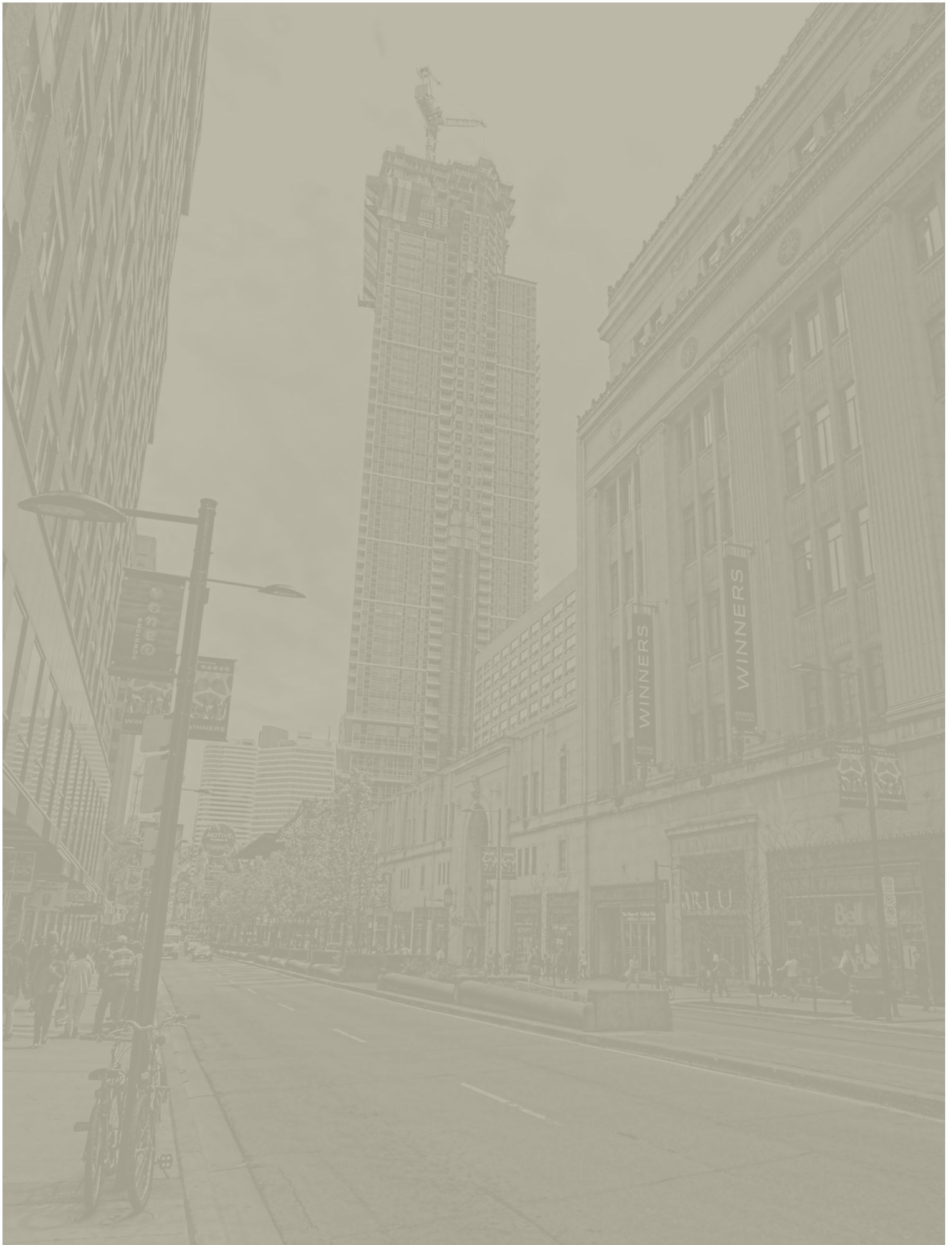


Tenant Association Toolkit



FEDERATION OF METRO TENANT'S ASSOCIATION
Ontario Trillium Foundation





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About this toolkit

This kit is intended for tenant leaders: tenants who understand the value of working together in a tenants' association for empowering tenants, building community and strengthening tenants' rights. We hope you will find this guide useful in helping you to assess and respond to the organizing needs of tenants in your community, and in creating an effective and successful tenants' association.

This kit

- ▶ ***Explains the fundamentals of creating a tenants' association***
- ▶ ***Offers useful fact from myth discerning information***
- ▶ ***Offers a variety of tools, guides, templates and suggestions to have your tenants' association (T.A.) up and running***
- ▶ ***Includes tenants' stories of struggle, negotiation and success***
- ▶ ***Provides resources for educating lead tenants and their communities about tenants' rights and organizing***

Developed by Euridice Baumgarten for the Federation of Metro Tenants Associations (FMTA), built on her experience supporting T.As. in the GTA. This kit offers simple and effective tips for the empowerment of tenants in Ontario. This kit is part of the *Tenant Community Development Support Worker Project*.

Acknowledgments

Our thanks to the Ontario Trillium Foundation that graciously funded the *Tenant Community Development Support Worker Project* and this kit.

Dedication

To all the organizers in the field, tenant leaders and organizations that advocate for, legally represent, and educate tenants about their infinite possibilities as communities. Special thanks to my colleagues of the Outreach and Organizing team, Kelly, Wendy and Howard, who taught me much about tenant organizing and education; and to Kenn Hale and Helen Luu from ACTO, and Lucas Costelo and City Councillor Gord Perks, with whom I had the pleasure of working closely.

To my daughter Elisabeth.



PHOTO BY: MALU BAUMGARTEN

Tenants' Rights and Tenants' Associations

Quick stats:

45.5%

45.4% of the households in Toronto are renter households (Statistics Canada 2011 (NHS)).

43.5%

43.5% of tenant households paid 30% or more of their household income on rent in 2010 (NHS, 2011)

Average rents amount to almost half the household income for earners in the bottom 40% and the share of those in core housing need remains unacceptably high. (TD Economics Special Report, 2015)

37%

In 2012, rents rose **37%** in post 1991 buildings. Buildings built after November 1st 1991 are not subject to rent control under the Residential Tenancies Act (RTA).

What is a Tenants' Association?

A Tenants' Association is a structure to organize tenants' concerns and issues in the place where they live. It is simply a group of tenants who have come together to improve their situation as tenants. It is protected under the law and can be incorporated, but *it does not have to be*.

Residents of a building have the legal right to organize a group of tenants. The Residential Tenancies Act (the law that governs landlords and tenants) says that a landlord cannot interfere with any tenant who is organizing or joining a tenant association. (Sections 83 & 233 of the RTA).

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Under Section 233 of the Act it is an offense to “harass, hinder, obstruct or interfere with a tenant in the exercise of participating in a tenants’ association or attempting to organize a tenants’ association.”

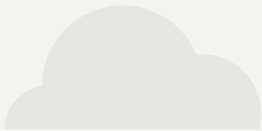
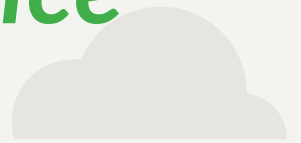
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PHOTO BY: MALU BAUMGARTEN



The building has to get better

***Setting up social infrastructure
against power imbalance***



Why start a Tenants' Association?

A Tenants' Association is a great way of building community and getting along with your neighbours to protect your collective rights. A Tenant's Association can educate tenants about the law, promote fun events, and lead group applications to the Landlord and Tenant Board about maintenance and tenants' rights. It may be overwhelming for a tenant to face his/her landlord alone at the Board, but together with others it is empowering!

Benefits of a Tenants' Association

- ▶ **Education** – Tenants' Association can learn and educate their members about issues like construction, rent increases, safety (it functions like a local hotline: providing information, preventing abuse).
- ▶ **Organized Group Responses** to AGIs, Property Standards work orders and repairs, group applications to the LTB, collective action about an issue.
- ▶ **Playtime** – barbecues, fund raising, yard sales, parties – (organizing by social networking activities) – create a real community around a tower.
- ▶ **Consult** – send input and ask government about community development – MPP, city council, impacts on community.
- ▶ **Collaboration** – link up, help bring in people to work on issues (city councilor, police, MLS, legal aid clinics.)

Tenant issues

Examples of problems faced by tenants in Ontario

- ▶ Maintenance issues
- ▶ Illegal charges/ illegal deposit
- ▶ Illegal eviction
- ▶ Discrimination
- ▶ Harassment by landlord or building staff
- ▶ Bedbugs and other pests
- ▶ Illegal lease provisions
- ▶ Service withdrawal and/or illegal rent increase

Important concepts for tenants

EDUCATION

It can be difficult to navigate the maze of laws and regulations for tenants. Often tenants do not have clear knowledge of their actual rights and obligations, what hinders their ability to effectively advocate for their rights.

Different bodies of laws and regulations, such as the *Residential Tenancies Act* and City By-Laws, as well as government divisions such as City Planning and Housing Services weigh on tenants' rights decision making.

It is an important task for the tenant association to gather and concentrate knowledge from all different sources and pass it along to tenants.

Tenant leaders who take roles in advocating for tenants in their area and/or building should also share the knowledge obtained in the process.

COMMUNITY

A tight community is key for success in tenant organizing. It is important to get to know your neighbours. A great way for an association to keep going is with activities designed to boost community engagement and fun activities, including BBQs, meet and greets, bake sales, yard sales, toy drives, etc. Cultural and sports committees, as well as seniors, mothers and book clubs are some ideas to put in practice, depending on the general interests of the tenants.

LEADERSHIP

It is important for tenants to know that they have rights, and so it is to have confidence to pursue these rights. Effective tenant leaders will work with others to identify what issues need addressing for tenants and outline a clear path for tenants to try to have their needs met.

1. Work with tenants to identify their needs
2. Outline how they get from idea to action

LEGITIMACY

Democratic decision making in the creation and maintenance of a T.A ensures that tenants can develop their needs, leadership and action plans in a collective fashion. It also insures the legitimacy of the T.A. to represent tenants, as well as the credibility of its leaders regarding the T.A.'s membership.

Some Tenant Associations suffer the pitfalls of "one-person membership" or of an executive that does everything without consulting or engaging with their membership. A healthy T.A. promotes democratic organizing and operating.

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PHOTO BY: MALU BAUMGARTEN

Tenant keywords

LAW – the law that rules tenant/landlord relationship, mostly detailed in the Residential Tenancies Act (RTA)

BY-LAW – city by-laws for property standards and safety in buildings

MAINTENANCE – the work a landlord has to assure is done to keep the building clean and proper to be inhabited (see T6 application)

HARASSMENT – when a landlord or building employee tries to coerce a tenant to accept an illegal situation, by threatening with eviction or verbally abusing the tenant (see T2 application)

ILLEGAL CHARGES – any charges besides first and last month of a tenancy, or a key deposit in the exact value of the key, confirmed by receipt, are illegal. (see T1 application)

VOID CLAUSES – no pet, not smoking are void clauses in the RTA, meaning a landlord cannot enforce them even if a tenant has agreed on the lease not to have pets in the building.

GUIDELINE RENT INCREASE – the government approved annual increase for rental of properties built prior November 1991. Newer buildings are exempt, so the increase is totally up to the landlord, but it can only happen once every twelve months.

ABOVE GUIDELINE INCREASE (AGI) – when the landlord does major work in the building, he applies to the Landlord and Tenant Board to pass these costs on to the tenants – the FMTA Outreach and Organizing Team helps tenants to understand and deal with AGIs.

WITHDRAWAL OR REDUCTION OF SERVICE – happens when the landlord takes away a service or facility the tenants originally enjoyed. (see T3 application)

REASONABLE ENJOYMENT – this prosaic expression defines in a very broad way the fact the tenant has a right to enjoy the privacy of his home without being disturbed by the landlord, building staff or neighbours.

CO-TENANCY – two or more tenants have their names on the lease – the catch is, if one tenant gives notice to the landlord that he is moving out, all the others will automatically have to leave unless they reach an agreement (often monetary) with the landlord.

ROOMMATE – If you share an apartment but don't pay the landlord directly and your name is not in the lease you have very few rights, and your agreement is with the head tenant, not the landlord.

LMRI – last month's rent interest - The Residential Tenancies Act removed the right for tenants to collect 6% interest on last month's rent. Instead, the interest charged on your last month's rent will be equal to that year's Annual Rent Increase Guideline amount. The landlord may then add that interest to your last month's rent, as a way of 'topping up' your deposit. If you did not get a rent increase, you are still entitled to automatically deduct the interest on your deposit once a year. Contact the Tenant Hotline for more information.

Tenant Stories

39 RIVERWOOD PARKWAY

Riverwood Parkway has a back view to the Humber Trail. Most apartment buildings in the street have back balconies facing the old native route. Some of the tenants of 39 Riverwood Parkway have lived there for more than 30 years. They were initially attracted by the peaceful view offered by the 15 balconies of the building, and by the possibility of winding down in their balconies after a day of work.



In 2011 the City of Toronto ordered the owner of the building to make repairs, including to the balconies. After three years with balconies closed for the tenants use and the building covered by scaffolds, the landlord decided to remove the balconies rather than make the repairs.

The tenants were only notified of this decision a few days before the demolition began. They organized a Tenants' Association to discuss their options. Once the work was done, the affected tenants got together and asked the landlord to reduce their rent by 10% to compensate for the loss of the balconies.

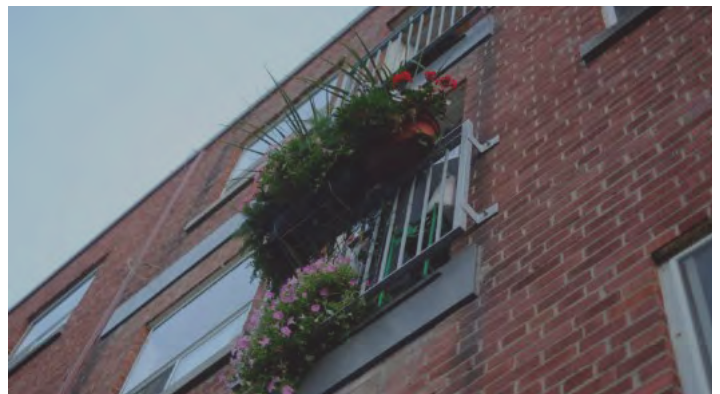


PHOTO BY: JOE FIORITO

The landlord did not respond to this request so the Tenants' Association retained ACTO to bring a case for the rent reduction to the Landlord and Tenant Board. The landlord managed to delay the case for a few months, but eventually it was heard on January 13, 2015. Tenants provided moving evidence, in writing and in person, about what these balconies meant to them and how they contributed to the sense of community in the building.



A SIMILAR BUILDING WITH BALCONIES

On February 20, 2015 the Board issued its decision. Member Carey decided that a balcony is one of the "services and facilities" that the tenants were paying for and the removal of the balcony is a substantial interference with the tenants' enjoyment. She agreed with the tenants that the rent should be reduced by 10% on an ongoing basis from the day that the balconies were removed.

The decision is an important reminder to tenants and landlords that tenants have the right to have their rent reduced if things are taken away that the landlord has agreed to provide and the Landlord and Tenant Board will enforce this right. It is also a reminder that these cases are most successful when the affected tenants organize and work together.

25 LIBERTY ST. AND THE ATLANTIC AVENUE COMPLEX

Liberty Village was once famous for its live-work arrangements. Artists, photographers and teachers worked out of their apartments. The area was well known as an artistic community. The 58 Atlantic Avenue complex encompasses a whole block, including 25 Liberty St.

In November 2014 the complex's new landlord, a company called The Fueling Station, sent an eviction notice to all the 18 apartments of 25 Liberty St. They intended to convert the building into a commercial space. In their permit application submitted to the city, The Fueling Station listed the property use as commercial, even though some tenants had lived in the building for more than ten years.



PHOTO BY: MALU BAUMGARTEN

All the tenants, except one, were illegally evicted. Terry Demerson, who has lived at 25 Liberty for 11 years, decided to hold his ground. Terry looked for help everywhere in Toronto, from Parkdale Legal Services to his city councillor; from the FMTA to the City of Toronto Planning Department.

Under Ontario Residential Tenancies Act, tenants whose units are required for renovation or demolition are entitled to significant compensation: either the equivalent to three months' rent, or the offer of another apartment; depending on the situation they have the right to return to the building after renovations for the same rent they used to pay. However the Liberty St. tenants were evicted as if they were commercial tenants, and received no compensation from the landlord.

Called in by the tenants, the city decided that the live/work spaces were residential and the tenants should be allowed to return to their apartments or be properly compensated. The Fueling Station has since stopped the conversion, but has done nothing to compensate or facilitate the return of tenants.

Terry Demerson's next step was to go to the Landlord and Tenant Board for a ruling on whether his tenancy was residential. In May 15, 2015 the LTB ruled that the tenancy was residential based on Terry's use of the unit. Other tenants of the complex understood that illegal eviction was in store for them as well, and decided to join in Terry's struggle. They created the West Liberty Live/Work Tenant Association, and have been since working together.

The ruling on Terry's case has opened a host of possibilities to the other tenants, who are now bringing applications to the LTB about the same ruling, as well as for loss of service, illegal rent, and maintenance. The end of the story is still to be known, as the case is ongoing as we write.

Terry Demerson showed true leadership as he worked with his fellow tenants to create a Tenants' Association and assert their rights. The tenants of the 58 Atlantic Avenue complex are now working together, and strengthening their community.

310 MARY ST. EAST, WHITBY

When Margaret Phillips saw the plans for the Whitby Village Seniors Apartments building, she was immediately seduced by the large recreational and tenant only facilities offered in the BGS Homes website. It was with their mind on these facilities that Ms. Phillips and other tenants signed their contracts in June 2014, while the building was still in construction. Another positive factor was that the building was heavily subsidized by all three levels of government, under the Affordable Housing Act.

In September 2014 the tenants moved into the building still in construction. After a few months they were told that the promised all-tenant facilities had been erased from the building plans by the landlord. The new plan was to build bachelor apartments for rentals.



The residents of the 39 Mary St. East building 139 units are mostly seniors, seniors with disabilities and other people with disabilities. The area has no nearby community centre, social or recreational facilities. Even if such facilities were available, points Margaret, for people who can hardly walk, these would not be a solution, especially in winter. In-building facilities is what attracted the tenants to 39 Mary.

St. Margaret had dreamed to teach Tai Chi to residents in wheel-chairs. As an active senior, and a student of martial arts, it would be not her first time volunteering to help others. The tenants also wanted to have pot luck suppers, a space for games, meetings, seasonal parties. Even without their facilities they had a Christmas party in the ample, spacious front lobby, but they were promptly told by management that the lobby was not to be used for any kind of assembly, and no parties should follow.

“What is left to these tenants,” asks Margaret. “To be locked in and lonely inside their apartments? At our age, our quality of life defines how long we have to live,” she explains.

Margaret Phillips and her neighbours created the Whitby Village Seniors Apartments Tenants’ Association. They are working to have the Schikedanz family conglomerate of companies, the owners of Whitby Seniors Apartments, recognize that they made the tenants specific promises, and hold on to them. They are also unwavering to the landlord’s intimidation tactics.

On June 1st and July 31st a large group of tenants filled the hearing room at the Landlord and Tenant Board in Whitby. Those tenants, led by Margaret, represented their neighbours in two applications that ask the LTB to order the landlord to deliver the promised facilities or compensate the tenants through rent reduction. After two mediation sessions no agreement was reached and the matter was postponed to October.

Margaret Phillips, a true tenant leader, continues working with her neighbours, the FMTA and the support of the Advocacy Centre for Tenants Ontario to see that justice is done to the tenants of Whitby Village Senior Apartments.



PHOTO BY: MALU BAUMGARTEN

A small sample of strong Tenants' Associations in Toronto and GTA, created with the support of the Tenant Worker and Ontario Trillium Foundation, or supported by the Tenant Worker and Ontario Trillium Foundation as of September 2015.

340 The East Mall Tenant Association

39 Riverwood Parkway

Epitome Apartment Tenant Association –
160 Huron St

Park Vista Tenant Association

390 Dawes Tenant Association

West Liberty Live/Work Tenants'
Association

620 Martin Richgrove Tenants' Association

Winona Elm Tenant Association (YWCA)

263-265 Russel Hill Tenant Association

33 Davisville Ave Tenant Association

42 Glen Elm Ave Tenant Association

99 Dowling Ave Tenant Association

Whitby Village Seniors Apartments
Tenants' Association

Tenants' Associations and the Law

A Tenant Association is not legally required to be registered with any government agency, to have a charity status or to belong to any non-profit or commercial council. A Tenant Association does not have to prove to the landlord that it is “a legal entity”, or to provide any kind of registration number. The right to form a Tenant Association has been embedded in the Canadian legislation for decades. Fundamentally, tenants have the right to form their own associations and there is no requirement to have a constitution, have it registered, or have it incorporated. The very fact that an association exists makes it a legal entity by virtue of the legislation that governs the landlord and tenant relationship (currently the Residential Tenancies Act). It needs no approval from the landlord.

A Tenant Association gives greater strength to the collective concerns of tenants. The landlord can either choose to deal with the Association or not. As long as a reasonable and respectful request has been made to the landlord (usually the property manager) to meet with representatives of the Association, with an explanation as to the purpose of the meeting a landlord would be foolish not to meet with them. A strong tenant association can be incredibly beneficial, not only to the tenants, but also to the landlord. Of course the key to that is for both parties to want to work together, and in establishing reasonable communication between the two.

Often when landlords request some kind of “official” registration number to a Tenant Association they also ask for a membership list, which tenants are not required to make available. Landlords can request any information from the tenant association, but the decision to provide it is up to the association.

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The right to form a tenant association has been embedded in legislation for decades. Fundamentally, tenants have the right to form their own associations

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PHOTO BY: MALU BAUMGARTEN

T.A. Myth and Fact

MYTH	FACT
<ul style="list-style-type: none"> ▶ If I stand up for my rights or start a Tenants' Association, my landlord can evict me. ▶ If I am part of a Tenants' Association and I am behind on my rent the landlord cannot try and evict me. ▶ The landlord can forbid the Tenants' Association to hold meetings in the building common areas, in someone's apartment and even to try to communicate with tenants in the building about its activities. 	<ul style="list-style-type: none"> ▶ The RTA says that a landlord cannot evict or otherwise interfere with a tenant for attempting to secure their legal rights or for trying to form a Tenants' Association. ▶ Being part of a Tenants' Association does not give you immunity in relation to the rules of the RTA. Your landlord cannot persecute you for being part of a T.A., but he still has rights under the law. ▶ Article 233 section h of the RTA says the landlord or his representatives are guilty of an offence if they knowingly harass, hinder or obstruct a tenant that is <ul style="list-style-type: none"> (i) securing a right or seeking relief under this Act or in a court, (ii) participating in a proceeding under this Act, or (iii) participating in a tenants' association or attempting to organize a tenants' association. ▶ This offence, if proved, may carry a fine of up to \$100,000 for a corporation and \$25,000 per employee involved.

The RTA and the HSA

The Residential Tenancies Act (RTA), is the law that applies to most rental housing in Ontario, such as rooms, apartments, houses, mobile home parks, and retirement homes.

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, like renting from another tenant.

A copy of the RTA can be downloaded from the Internet from the following link:

<http://www.ontario.ca/laws/statute/06r17>

The HSA, Housing Services Act, applies to most tenants living in social housing, and to non-profit private tenants.

HSA link: <http://www.ontario.ca/laws/statute/11h06>

CLEO online tool for roommates link:

www.cleo.on.ca/roommates

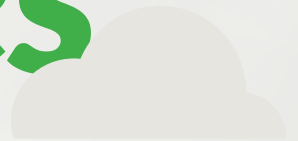
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Made by Union Labour, CUPE Local 1281

Starting a Tenant Association

ORGANIZING A TENANTS' ASSOCIATION

There are no legal requirements about how a tenant association is to be set up. You do not have to have a specific percentage of the tenants. You do not have to become incorporated. You just need to set up a group that is open to any tenant who wants to participate, with a structure that allows all participants to share in decision making and to hold each other accountable for actions undertaken.

A tenant association can deal with whatever issue the tenants want to address it can provide information to the tenants, it can take on legal issues or it can take on social issues in the building or neighbourhood.

Here are some examples of what some tenants have done in their buildings:

- ▶ A group of moms arrange to use a room in the building. They donate a few toys each and there is now a parent-child drop-in for tenants in the building.
- ▶ A tenants' association organized a Halloween and Christmas party for the children and a summer BBQ for the adults.
- ▶ A tenants' association forced their landlord to put in a security system and to keep the pool open.
- ▶ A group of women who did not speak English organized an "English-As-A-Second Language" class for themselves, with the help of the tenants' association. They got a teacher from a local community organization and hold the classes in the building.
- ▶ A group of tenants fought a successful case to force the landlord to make necessary repairs and give a reduction in rent to all tenants.

Many of the things that you may be concerned about in your apartment buildings are things that others in the building are also concerned about. Together you can come up with some possible solutions.

SETTING UP A TENANTS' ASSOCIATION

Call a meeting

If you want to involve more people from the building just put up a notice that some tenants are getting together to discuss a particular concern. List the date, time and place.

Keep a list of the people who come, with their apartment and phone numbers. This is the start of your association.

Set your priorities

At the first meeting make an agreement on the main priorities of the group. The main priority should be the issue that the majority of people are most concerned about. A group that does not respect the majority decision will end up doing all the work themselves.

Decide on your first tasks

Decide on the first task to be complete towards solving the main issue. Identify who will do what and set a timeline for completion. Keep a record of this. Set a date, time, and place to get together again shortly after the deadlines you have set. Encourage each other to finish the work that was agreed to.

Hold your second meeting

The date, time and place for the second meeting should have been set at the first meeting so that everyone present was informed. At the second meeting have each person report on what they have accomplished from the tasks they agreed to. Decide on the next steps and decide who will do what. Write this down. Then have a discussion on the following:

Will you try to get other tenants involved now or will you wait a little longer until you can show what you have accomplished? If you want others involved now how will you get them involved? If you want to wait a bit, what do members feels must be accomplished before encouraging others to get involved?

- ▶ What will be the structure of the group? Many associations use the structure of floor representatives i.e. one person from each floor (or every other floor) who go to the meetings and keep the tenants on their floor informed.
- ▶ How will you make sure that everyone involved is informed of what is going on? Will you keep all tenants informed even if you are not doing a membership drive?
- ▶ Do you need money for the plans you have set. Beware! Many groups including tenant associations have fallen apart because of disagreements over money. You don't need to raise money unless there is a specific expense the group knows it will face (such as legal fees, photocopying fees, children's toys etc.) Many associations have functioned with no money or very little money.
- ▶ What is the agreement on how the association will deal with the landlord?
- ▶ Are there designated spokespeople or are all members of the association in a position to speak on behalf of the association to the landlord, the politicians, the legal representatives and so on?
- ▶ Will the Association get involved in the broader tenants' movement especially the FMTA?

TIPS FOR SUCCESS

- ▶ Keep focused on the priorities set by the group.
- ▶ Break your priorities into tasks and keep moving forward.
- ▶ Keep a record on decisions and finances. Make these records available to everyone involved.

- ▶ Always encourage people to do what they agreed to do.
- ▶ Keep people informed-consider newsletters, posting notices.
- ▶ Plan to have a few activities and some small successes and let the tenants in the building know about these successes.

COMMON ORGANIZING PROBLEMS

Poor Participation

People are very busy. They won't stay involved unless the group is working on an issue that concerns them and they see progress being made that benefits them. Do not meet for the sake of meeting. Provide the opportunity for participation but once the plan is set and everyone knows what to he or she is to do, get the work done.

If people's main concern is an issue that will take a long time to resolve try to come up with some smaller related successes or activities along the way to revitalize people and the association. Plan extra activities such as a Halloween party for the children, a meeting with all tenants with a guest speaker on fire safety, or a door-to-door maintenance survey with the results summarized and sent to the landlord and city inspectors.

Difficulty Making Decisions

Focus on the task you want to accomplish. If the problem is that no one has ideas on what to do next and everyone has been given the opportunity to make suggestion, invite someone in to help come up with ideas-an experienced tenant organizer from the Federation of Metro Tenants Associations, a legal clinic worker, a supportive local politician etc.

In-fighting

When there is in-fighting in an association members must try to put their feelings aside long enough to look at the problem honestly. Are the members in the association interested in working on the same issues or are there separate groups with different interest or substantially different views within the group?

If the members are interested in working on the same issues there is the basis for resolving the in-fighting.

If there are fundamental splits with the group this is a different problem. To give an extreme example (for the purposes of illustration): if one faction is trying to organize a legal case against the landlord for disrepair and another faction meets regularly with the landlord and gets favours for interfering with the legal case; this is a fundamental split based on different interests. In the end, splits between tenants only benefit the landlord.

A few people do all the work

Try to delegate others who may not have considered getting involved. For example, many tenant associations have floor representatives i.e. one representative from each floor who is the delegate to tenant association business. However some tenants may be willing to be a floor representative but are not willing to come to meetings. They might be very happy to keep in touch with other tenants on the floor, distribute flyers to the floor, and introduce themselves to new tenants and so on. No problem. Find others who are willing to come to a meeting and help

make decisions, write up flyers and so on but who are not comfortable going door to door. Use those people for the meetings and use the others for the door-to-door contact on the floors.

Harassment by your landlord

It is an offence under the ***Residential Tenancies Act*** for a landlord to threaten or harass an individual who is enforcing his or her rights under the ***Act*** including forming a tenants' association. If your landlord is harassing people who are active in your association or interfering with your meetings, contact your legal clinic or the FMTA.

Starting a Tenant Association

A quick list of things to get done at the first meeting:

1. Determine interest in forming a group
2. Create a list of volunteers
3. List the tenants in attendance (names, apt. nos., phone nos., email addresses)
4. Set a date for the next meeting
5. Find volunteers willing to prepare and distribute the next meeting notice

Second meeting:

1. List concerns the tenant association may deal with e.g. maintenance.
2. Determine if there will be a fee for membership and any other requirements of membership.
3. Decide what the structure will look like, and how long the term of officials will be (put this in writing)
4. Choose an interim leadership designed to run elections and advertise for those elections.

What an executive might look like:

1. Chair
2. Co-Chair
3. Secretary
4. Treasurer
5. Sub-committees (communications, membership, etc.)
6. Floor Captains

Naming your Tenant Association:

1. You may simply name the Association by using the address of the building for e.g. 501 Gerrard Street Tenant's Association

Tips to keep the meeting focused:

1. Start the meeting promptly
2. Welcome and introductions
3. Explain the rules (allowing Chair to guide meeting, no talking out of turn, etc.)
4. Stick to the agenda
5. Bring closure to discussions (summarize, and ask for decisions to be made)
6. Summarize the meeting, and clarify follow-up
7. Set a date for the next meeting
8. Thank people for a good meeting

Tips for ensuring respect and dignity in the meeting:

1. Make ground rules (following a speakers list, no talking out of turn, only talk once until everyone who wishes to has spoken)
2. Clarify issues if it seems that people are arguing but saying the same thing
3. Discourage personalizing – back and forth arguments are often disruptive – again clarify rules about how people can speak
4. Discourage gossiping about other tenants that are not present

Keep records:

1. Activities – who, what, when, etc.
2. Financial – where money came from, how it was spent
3. Membership – who is a member (who has paid their dues, etc.)

Suggestions for Communication:

1. Bulletin board
2. Suggestion box
3. Create a list of floor captains (unit and phone numbers)
4. Newsletters
5. A volunteer who can deliver **the Tenant** (FMTA Newsletter) when it is published
6. Create your own website
7. Determine who has access to a computer/printer/fax

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AGM:

1. Each year the Tenant Association should have an Annual General Meeting
2. Reports are generated from each sub-committee and executive and presented at the AGM
3. Tenants vote for new leaders (executive, etc.)

For a complete guide to starting a Tenant Association, check out our website at www.torontotenants.org and follow the link to 'literature & links' or call our Tenant Hotline at 416-921-9494 if you have any questions.

“Keeping the Record Straight”

Why “keep the record straight”?

There are everyday reasons to keep good records. They keep you honest, they remind people to come to meetings, and they keep everyone on track and remind members of what has been going on. Good records also remind members of their responsibilities and any commitments they have made to get certain tasks done.

Tenant Associations have important powers. A decision to fight a rent increase can mean thousands of dollars change hands. A big Association can change the results of an election in your ward or riding. They can direct the activities of larger Federations like the FMTA.

They have to be representative and honest. They have to be able to prove that they acted according to their members’ wishes and interests. Good records prove to others that you are serious and legitimate. Associations unite widely different people. They have to work to avoid confusion and conflict in their own ranks.

What is “the record”?

Three types of records are needed by most Associations:

1. Records of your activities:

- ▶ Who decided what, when and who was to do it.
- ▶ Letters or reports that you get or send.
- ▶ Newsletters.
- ▶ The results of surveys or petitions.
- ▶ Work orders and letters you have sent.

2. Financial records:

- ▶ How much money is given to the Association (where did it come from, and how was it spent.)
- ▶ The amount of money that comes in, how much money comes out and how was it spent.

3. Membership records:

- ▶ Who is a member, entitled to make decisions.

How do you keep records?

Records should be simple statements of fact for example, what happened, who was there, what was decided, what was sent etc. Opinions and judgements only belong “on the record” if they are put there.

Record keeping is an important job. It’s not glamorous or exciting, but it is not very difficult. It boils down to being consistent and thorough. A good record keeping system will help you find things and remind you what you have to do.

Try not to worry about having a perfect system the important thing is that you have a system and you follow it faithfully. For example you may simply divide your records into files for each of the three areas noted above, and keep copies of the files in three apartments. That's not very complicated, but if it is followed properly you can always find something. The Association that has a complicated system but does not have the time to keep it up is going to have problems.

What do you do with records?

People should see the record. That's how they are reminded of their commitment, that's how neighbours know you're making progress. Publish them in a newsletter, and or put them on a bulletin board. If you can, distribute minutes to each member.

Don't lose part of the records when someone moves out or resigns. Records should be turned over to each new record taker as your Tenants' Association changes.

If you have a significant number of members who don't read English well, try to translate your documents if you can.

Agenda - Example

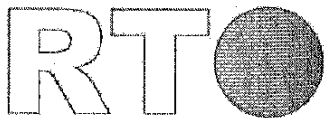
- 1 – General situation
- 2 – Eviction for own use
- 3 – Buildings with more than 5 units
- 4 – Renovations: city permits, rules
- 5 – Corporate landlord – property search
- 6 – Possible agreements
- 7 – Representation at LTB / self-representation
- 8 – Tenant Association
- 9 – Other

For more info contact Euridice Baumgarten

Tenant Community Worker

Tel: xxx.xxx.xxxx

Email: xxxxxxxx@torontotenants.org



MODEL CONSTITUTION OF A REGISTERED TENANT ORGANISATION (RTO)

1. Name

The name of the Registered Tenant Organisation shall be the.....(Hereafter called the RTO).

2. Objectives

- 2.1 To safeguard and promote the interests of tenants (and residents) within the area on matters concerning housing standards and the environment of the area.
- 2.2 To be non-sectarian and non-political.
- 2.3 To be accessible to all regardless of age, disability ethnic origin or sexual orientation.

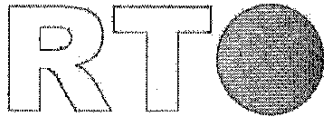
3. Equal Opportunities

We will encourage and promote active measures to ensure that all groups have equal access to participation, and that no group is disadvantaged from participating because of age, gender, ethnic origin, disability or sexuality.

4. Membership

- 4.1 Membership shall be open to all adults over the age of 16 years permanently resident within the area of the association.
 - The area of operation must be defined by appending a map or detailing the streets covered by the RTO.
 - 4.2 The RTO may decide to create a membership list and / or apply a membership fee.
 - 4.3 The members at the Annual General Meeting should take the decision and if appropriate set the level of membership fee.
- ### 5. Committee (Election and Powers)
- 5.1 The Committee shall be elected at the Annual General Meeting of the RTO. Vacancies on the Committee may be filled by co-option/election at a Public Meeting.
 - 5.2 The Committee shall consist of at least 7 members, of which 3 shall be office bearers i.e. Chairperson, Secretary and Treasurer. A Vice Chairperson can also be elected. If desired a Minute Secretary may be appointed by the Committee.
 - 5.3. There must be a majority of tenants on the Committee. If the number of tenants fall and they cease to be in the majority, the RTO will have 3 months to recruit tenant members on to the committee and address any imbalance.





- 5.4 Up to two members of the same household may serve on the Committee at any one time. However, only one member per household may be a signatory to the account. (See para 7.1)
- 5.5 The quorum for a Committee meeting shall be half of the number of serving Committee Members plus one.
- 5.6 Any Committee member having been given due notice of a meeting, who fails to attend three consecutive meetings without due reason or cause will have deemed to have resigned from the Committee.
- 5.7 Voting at Committee Meetings shall be a simple majority of those present at the meeting. (In the event of a tied vote the Chairperson will have a second casting vote.)
- 5.8 Committee shall meet at least 6 times per year.

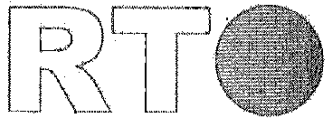
6 Annual General Meeting

- 6.1 There shall be an Annual General Meeting held during the month of _____ each year. The purpose of the meeting shall be: -
- To receive a report from the Committee about their activities during the year.
 - To receive the statement of account together with the report of the auditor(s).
 - To appoint auditor(s) (see also para 7.6.) who must be independent of the Committee.
 - To elect the Office Bearers and other Committee Members. (All members shall be eligible for re-election)
- 6.2 The Secretary shall notify all members/advertise locally details of the Annual General Meeting not less than 14 days before the meeting.
- 6.3 No Annual General Meeting shall take place if less than (see para 12 – quorum) of the members are present.
- 6.4 Voting at the Annual General Meeting shall be by show of hands. Decisions agreed by a simple majority (other than changes to the Constitution – see para 10.3) of those present. (In the event of a tied vote the Chairperson will have a second casting vote.)

7. Finance

- 7.1 The Treasurer will maintain a finance record and an account in the name of the RTO. Any such account shall be operated by means of designated signatories. Two out of the three Office Bearers will be required to authorise financial transactions. No two persons within the same household to be signatories to the account.
- 7.2 The Treasurer will ensure that the full Committee is kept fully aware of the financial transactions of the RTO by means of a quarterly statement or as instructed by the committee.
- 7.3 The Treasurer will be responsible for giving the final financial statement at the Annual General Meeting as well as advising the membership of financial transactions of the RTO by means of a statement, as instructed by the Committee.
- 7.4 The Committee at a meeting will agree all expenditure.
- 7.5 Should a membership fee be imposed after agreement of the membership a record of Membership will be maintained by the Treasurer/Secretary.





7.6 The Auditor(s), who shall be independent of the Committee, shall be appointed by the membership at the Annual General Meeting. Only one auditor is required when the auditor is a Registered Accountant or from an organisation – such as Glasgow Housing Association. The Auditor(s) shall audit the annual accounts and balance sheet, periodically audit the books and financial affairs of the RTO and report accordingly.

7.7 The accounts shall be made available to members of the RTO.

8. Public Meetings

8.1 Public Meetings, in addition to the Annual General Meeting, will be held at least 3 times each year. These will be open to all members.

8.2 The Secretary shall notify all members/advertise locally details of the meeting not less than seven days before the meeting.

8.3 No Public Meeting shall take place if less than (see para 12 – Quorum) of the members are present.

8.4 Voting at Public Meetings shall be by show of hands. Decision agreed by simple majority of those present (In the event of a tied vote the Chairperson will have a second casting vote.)

9. Special Public Meetings

9.1 A Special Public Meeting open to all members of the RTO will be held if 20 or more members submit in writing a request for such a meeting to the Secretary. The Secretary shall thereafter arrange for such a meeting to take place within 14 days.

9.2 The Secretary shall notify all members/advertise locally that such a meeting has been requested giving at least 7 days notice.

9.3 No Special Public Meetings shall take place if less than (see para 12 – Quorum) of the members are present.

9.4 Voting at Special Public Meetings shall be by show of hands. Decision agreed by a simple majority. (In the event of a tied vote the Chairperson will have a second casting vote).

9.5 Should the Secretary fail, within 14 days after receiving a request, to convene a Special Public Meeting the members who have signed the notice may themselves give notice of and convene the meeting.

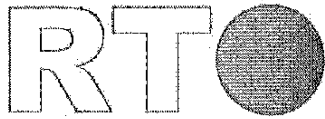
10. Changes to the Constitution

10.1 The Constitution may only be altered at the Annual General Meeting or at a Special Public Meeting called for that purpose.

10.2 All proposed changes to the constitution must be submitted in writing to the Secretary at least 14 days before the Meeting.

10.3 Any proposed changes, which will be made available in writing, to the Constitution, must be agreed by a majority of two thirds of the members present at the meeting.





11. Dissolution of the RTO

- 11.1 The RTO may only be dissolved by a Special Public Meeting called for that purpose.
- 11.2 Such a meeting must be advertised at least 14 days before the date of the meeting.
- 11.3 A proposal to dissolve the RTO shall only take effect if not less than two thirds of members present at the meeting agree.
- 11.4 If a decision is taken to dissolve the RTO, all funds, grants etc received from GHA should be returned to GHA. Any other monies held by the RTO should be disposed per the conditions of the funders. Any remaining money should be disposed of in accordance with the wishes of the meeting, taking into account the aims of the RTO. In the event there is no meeting, any remaining money will be given to a local charity.

12. Quorum

Each Registered Tenant Organisation shall determine a reasonable quorate level for Public Meetings and Annual General Meetings. This figure should reflect the size of each Organisation and should be proportional to the membership. These levels will be monitored to ensure that these numbers are realistic and also for guidance purposes.

Example



MEMBERSHIP FORM _____ TENANT ASSOCIATION

Name	
Address	Apt.#
Email:	
Telephone (home):	
Telephone (cell):	
Telephone (work):	
Membership Fee:	

MEMBERSHIP FORM _____ TENANT ASSOCIATION

Name	
Address	Apt.#
Email:	
Telephone (home):	
Telephone (cell):	
Telephone (work):	
Membership Fee:	

Sign up and we can keep each other informed!

Name	Telephone	Email	Apt #	Want to be a member of TA	Participate in interim steering committee	Add me to the FMTA Email list

FEDERATION OF METRO TENANTS ASSOCIATIONS

Five reasons to create a Tenant's Association

Educate

The association can learn and educate their members – about construction, rent increases, safety. Education prevents abuse by the landlord.

Play

Barbecues, fundraisings, yard sales, parties – (organizing by social networking activities) – create a real community around a tower

Organize

Group responses to AGIs*, property standards working and repairs, group applications to the LTB**, collective action about an issue

Collaborate

Hold

Link up, help bring in people to work on the community issues (city councillor, police, MLS – Municipal Licensing and Standards.

Consultations

To and from government about community development – MPP, City Council, impacts on community

* Above Guideline Increase

** Landlord and Tenant Board

The Tenant Community Worker is funded by



RESOURCES FOR TENANTS

- ✓ **Tenant Hotline 416-921-9494** (if you are unable to speak English, we can provide interpreters in your language)
www.torontotenants.org

- ✓ **Centre for Equality Rights in Accommodation**
(CERA) 416-944-0087

www.equalityrights.org/cera

The Federation of
Metro Tenants'
Associations

GUIDE TO TENANT RIGHTS

THE RESIDENTIAL TENANCIES ACT

The Residential Tenancies Act (RTA) is the law that governs the relationship between most property owners and tenants in Ontario. The Landlord and Tenant Board (LTB) is the agency that resolves disputes between property owners and tenants.

Who is covered by the RTA?

Anyone in rental housing is covered by the RTA, as long as they do **not** share a kitchen or bathroom with the property owner. The RTA also covers people in non-profit and public housing.

The RTA does not cover:

- Residents of hospitals or nursing homes
- People in jail
- People staying in emergency shelters
- People living in student residences or other institutional facilities

This pamphlet was produced by the
**Federation of Metro
Tenants' Associations**
funded by the City of Toronto



English

YOUR RIGHTS

Leases and tenancy agreements:

Leases and tenancy agreements are contracts between a property owner and a tenant. They usually indicate the length of a tenancy (for example, 12 months), the amount of rent and the terms of the rental relationship, like whether the utilities are included in the rent, or if the property owner will provide an air-conditioner.

- Read your lease carefully before you sign it and **ask for help** if you do not understand it (you can call the

Tenant Hotline at 416-921-9494)

- According to the Ontario Human Rights Code, it is **illegal** for a property owner to refuse to rent to you because of your: *race, colour, age, sex, sexual orientation, religion, ancestry, ethnic origin, family status, or your place of origin*

- You **are** allowed to have children in your apartment
- If you do not have a lease or a tenancy agreement, the RTA still covers you
- You **do not** have to renew your lease when it expires, you automatically become a month-to-month tenant
- All the terms of your original lease continue even if you do not sign a new lease

2

- If you commit an illegal act in your building or apartment
- If you interfere with the reasonable enjoyment of the property owner or other tenants
- If the property owner, a member of the property owner's family, or a caregiver for the property owner wants to move into your apartment
- If the building is being converted to a condominium or is being demolished

You **cannot** be evicted if:

- Your children are noisy
- You ask for repairs
- You join a tenant association

The property owner must apply to the Landlord and Tenant Board (LTB) in order to evict you. There will be a hearing, and it is important that you go. The property owner **may not** change your locks or tell you to leave. The **only** person that can evict you is the Sheriff. The property owner must make your belongings available to you for 72 hours after you have been evicted.

If you are concerned about an eviction, call our Tenant Hotline immediately at 416-921-9494.

7

for-repair forms in many languages or call the Tenant

Hotline at 416-921-9494 for help)

- Keep a record of your written requests (a photocopy or duplicate of the requests)
- If you can, take pictures
- Talk to your neighbours – see if they are having similar problems
- If the property owner still hasn't fixed the problem and you have written requests, contact your local Municipal Licensing and Standards office
- If you withhold your rent to get repairs done, the property owner may apply to evict you (If the property owner *has* filed an application against you, you may bring up any repair and maintenance issues at the hearing)

Many tenants in Toronto are concerned that their property owners do not properly maintain the building, or refuse to do repairs or remove pests.

EVICTIIONS

The property owner can apply to evict you **only** for the following reasons:

- Non-payment of rent
- Persistent (ongoing) late payment of rent
- If you cause damage to your building or apartment

6

- Your lease cannot make you take an apartment 'as is' even if you knew about the maintenance issue before you moved in

Rules about rent:

- If you are a new tenant to the building, the property owner is allowed to charge whatever rent he or she wants
- *The only charge a property owner can ask from you when you move in is **first and last month's rent**. A property owner may also ask for a key deposit, but it cannot be more than the cost of replacing the key. It is **illegal** for a property owner to charge a 'damage deposit' or other additional charges.*
- Once you move in, the property owner is allowed to raise your rent by a guideline amount **once** per year
- The annual guideline amount is set by the Ontario government every year (for example, for 2011, it is 0.7%)
- If the property owner wants to increase your rent above the guideline amount, they must first apply to the Landlord and Tenant Board and notify you 90 days before the increase – if you have received a notice of an Above Guideline Increase, please call the Tenant Hotline at 416-921-9494 (the Federation of Metro Tenants' Associations also works with tenants facing Above Guideline Increases)

3

- If you want to move out, you must give the property owner 60 days (two *full* months) notice (in writing) before the end of your tenancy

Privacy:

The property owner can only enter your apartment between the hours of 8am and 8pm:

- ✓ If something needs to be fixed
- ✓ To do a maintenance inspection
- ✓ If you have given notice to move out, and the property owner is showing your apartment to new tenants

- If something needs to be fixed, the property owner must give you **24 hours written notice** before entering your apartment (you *do not* have to be home for the property owner to enter)

- The property owner must have a reasonable reason to do a maintenance inspection (they cannot do it to harass you) and they must give you 24 hours written notice
- If the property owner is showing your apartment to new tenants, they must make a 'reasonable effort' to notify you

If there is an emergency (like a fire or flood) the property owner can enter at **any** time, without giving you notice.

REPAIRS AND MAINTENANCE

Property owner responsibilities:

- The property owner must clean and maintain all common areas (for example, cleaning the hallways, the laundry room, and shoveling snow)
- The property owner must keep the building (and your apartment) in a good state of repair
- The property owner must fix anything that breaks or does not work properly (for example, a broken refrigerator, a clogged drain, or leaking pipes)
- You must fix anything that *you* break
- The property owner must help you get rid of pests (like cockroaches and mice)
- The property owner must make sure that the temperature in your apartment is at least 21°Celsius between September 15th and May 31st according to City of Toronto by-laws

What to do if the property owner does not fix something:

- Ask for the repairs in writing (the City of Toronto's Municipal Licensing and Standards website, www.toronto.ca/apartmentstandards offers request-



OPENING A BANK ACCOUNT FOR YOUR TENANT ASSOCIATION? READ ON...

Bank of Montreal

When you go to open your account bring any documentation confirming the existence of your tenant association. Anyone who will have authority to sign cheques on the account needs to come to the branch in person and show two pieces of I.D.

Cost: Free, 20 transactions per month and 100 free cheques

Royal Bank of Canada

Bring a “letter of direction” with you when you go to a Royal Bank branch to open your account.

Include the following information in your letter:

- ▶ The name of your association
- ▶ The purpose of your association
- ▶ The name of the signing director(s) (*you may have one or more signing directors who have the authority to sign cheques on the account*)

Cost: \$3.75/month for approximately 15 transactions

TD Bank

You would open an association account for not for profits. Signing officers for the account need to come into the bank with 2 pieces of identification. One of the two pieces needs to be a photo i.d.

Cost: \$1.95/month 5 transactions or \$5/month for a larger number of transactions

**** the information above is intended only to give a sense of how to open an account, you may choose to consult another credit union or bank to get their rules on account openings as well ****

Fall 2009

GATHERING EVIDENCE: HELPFUL HINTS

INTRODUCTION

The key to winning at the Board is proper preparation. Proper preparation means that you should know all of the facts of your case and that you should bring all the evidence you will need to prove those facts. It may be helpful to read the *Residential Tenancies Act*, Regulations, Guidelines and Rules before going to your hearing (available online at www.ltb.gov.on.ca).

START EARLY!

Start early! Do not wait! Getting evidence can take several months. It is probably best to start getting your evidence before you file your application at the Board.

WHAT KINDS OF EVIDENCE ARE BEST?

It is important to gather evidence that will prove your case. Always make sure you introduce relevant evidence. **Relevant evidence** is evidence related to a specific issue that you want to prove at the hearing. Limit the evidence you present to that which is most relevant to proving your case.

Here is a list of the kinds of evidence that may be helpful at your hearing:

- Witnesses (friends, relatives, social worker); expert witnesses (such as a doctor, engineer etc.)
- Pictures (best to use a camera that puts a date on the picture)
- Video recordings (the Board may be able to get you the proper equipment so that you can play your recordings. Ask the Board in advance of your hearing date.)
- Letters or emails (both letters and emails you get from your landlord and letters and emails you have sent to your landlord)
- Envelope your landlord sends you documents in (may help prove the date the letter was mailed to you)
- Lease
- Invoices/Receipts
- Purchase Orders
- Cancelled Cheques
- Rent Receipts
- Affidavits
- Private Agreements
- Bank Statements
- Medical Records
- Travel Documents
- Property Standards Reports
- Police Reports
- Phone Message Recordings
- Diary/Log Book of problems
- Estimates (for example, moving expenses etc.)

ORGANIZATION IS KEY!

On your hearing date, bring three (3) copies of all documents that you want the Board Member to look at: one (1) copy for yourself, one (1) for the landlord and one (1) for the person who will be deciding your case.

If you have many documents, you may want to make a filing system so that you can find these documents easily during your hearing. You may need to buy a few file folders and label them.

WHEN DO I GIVE THE BOARD A COPY OF ALL THIS EVIDENCE?

1. You can attach a copy of all the evidence you will be using to your application; OR
2. You can send the evidence to the Board any time before your hearing; OR
3. You can give the evidence to the person deciding your case during your hearing.

WHEN DO I GIVE MY LANDLORD A COPY OF ALL THIS EVIDENCE?

1. You can give your landlord a copy of the evidence when you serve her/him with a copy of your application and Notice of Hearing; OR
2. You can give your landlord a copy of the evidence anytime before your hearing; OR
3. You can give your landlord a copy of the evidence during your hearing.

TIPS FOR TENANTS: Give the Board and your landlord a copy of all your evidence as soon as you can. This will help prevent a delay in the legal proceedings.

Questionnaire – Tenants' Issues

*Please answer all of the questions you feel comfortable with answering. We are asking for this information to help identify common problems in the building – the more information we have, the easier it will be to come up with a strategy to deal with our problems. We will use this information **ONLY** for purposes of planning future meetings.*

Name:

Address/Unit Number:

Telephone Number:

E-mail Address: _____

I live in a bachelor / _____
bedroom apartment.

There are _____ people
living in my apartment.

My current rent is \$ _____

Please take a few moments to answer the following questions:

1. Repair/Maintenance Issues

Do you have problems with maintenance or repair in your unit? **YES / NO** (circle one)

If YES, please tell us what those problems are in the space below.

What do you think about the state of repair in the **common areas of the building?**
(examples: lobby, laundry room, parking garage, hallways)

If you have been able to get the landlord to deal with some of your problems, please tell us how (EXAMPLES: filling in a work order, writing a letter to the landlord, calling the City inspectors).

2. Privacy Issues

Does your landlord or super provide you with notice before entering your apartment to do repair work? **YES / NO** (circle one)

If **YES**, is the notice in writing? **YES / NO** (circle one)

If **YES**, is the notice given at least 24 hours before they enter? **YES / NO** (circle one)

Has your landlord or super ever tried to come into your apartment for any reason without any notice to you? **YES / NO** (circle one)

If **YES**, please give us some details below.

3. Security Issues

Do you feel safe in your apartment or in the common areas? Please describe.

4. Disability Issues

Is the apartment building fully accessible to you and your family? **YES / NO** (circle one)

If **NO**, please describe what problems you have accessing the building.

5. Other Issues

Please use this space to tell us about any other problems you might have with your apartment. If there are any employees of the landlord who have been either helpful or unhelpful to you, please let us know that too.

Thank you for helping us make this a better building to live in!!!

Tenants' Plan of Action

PLEASE NOTE: this is intended to give you an example of what a sample plan of action might look like after your first tenants' meeting. Please feel free to make up a blank version of this form and fill it in as your record of what was discussed and decided at each meeting.

Address of Building: *1111 Main Street, Anytown*

Date/Time/Location of This Meeting: *21 January 2003, 7:30 p.m., lobby*

Date/Location of Next Meeting: *4 February 2003, 7:30 p.m., Anytown Public Library, meeting room 3*

Common Issues focused on at this meeting:

- *many of the apartments are infested with cockroaches*
- *many tenants reported that they have been asking the landlord to make major repairs for months with no success*
- *the elevators break down constantly and remain broken for days*

Steps suggested for all tenants:

- *keep putting in work orders for everything you have problems with.*

Action items for next meeting:

Volunteer/s

Maria K.

Task

call property standards inspector at the City and report back

Jing Li

draft a letter to the landlord summarizing the common concerns. Bring to next meeting so that all the tenants can sign it.

Roger T., Giorgio S

*help with distributing flyers for the next meeting (to be done by **31 January**)*

Pho

*translate flyer for the next meeting into Vietnamese (to be done by **28 January**)*

Future goals (to be discussed further at next meeting):

- *whether we should take the landlord to the Landlord and Tenant Board*
- *bringing in someone from the legal clinic to talk to us about our rights*

Repair Request

Your Name: _____

Your Address: _____

Landlord's Name: _____

Landlord's Address: _____

Date: _____

Dear _____,

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

The following disrepair issues currently exist:

1. _____
2. _____
3. _____
4. _____

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

- ☐ 24 hours
- ☐ _____ days
- ☐ _____ week(s)

Thank you,

Repair Request Follow-Up

Your Name: _____

Your Address: _____

Landlord's Name: _____

Landlord's Address: _____

Date: _____

Dear _____,

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

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

The following disrepair issues still exist:

1. _____
2. _____
3. _____
4. _____

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

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

Thank you,

How to make a request for maintenance

- 1.** If you have a maintenance issue in your apartment, it is important that you make a request in writing for your landlord to solve the problem. Some buildings have work order forms. If you use such form, make a copy and keep it for yourself in a safe place. In the absence of this form, write a short letter explaining what you need to be fixed, send or give it to the landlord or management, and keep a copy for yourself. You can email or phone text your landlord, but your info must be printable. Give you landlord what you consider reasonable time to do the repair.
- 2.** If your landlord did not provide the necessary repairs to your home, send him a follow up letter. Again, keep a copy of this letter.
- 3.** If you had, no results, you may now want to contact the city's property standards inspectors, by calling 311 and asking to talk to a property standards by-law officer. They can order the landlord to carry out repairs if you file a complaint with them. They might ask if you tried to solve the problem with the landlord. You can show them your letters/work orders.
- 4.** If you are still having problems, you may want to make an application to the Landlord and Tenant Board to ask them to order the landlord to make repairs and refund part of your rent – or even let you out of your lease. You will need the letters you wrote to the landlord, and any relevant evidence you can gather, such as photos, videos, documents and witnesses. See ACTO's tip sheet on gathering evidence on this tool kit.

Tenants Alliance Winter Newsletter

2012/2013



Some of the toys donated by generous residents

Tenants Alliance Food Drive Collects 1,350 lbs. of Food and More Than 50 Toys!

The second Annual Tenants Alliance Food and Toy Drive was once again a great success! Thanks to the generosity of Village Green residents, Greenrock Management and of course the Alliance volunteers who went door to door on December 11th, we collected 1,350 pounds of food. As well, Over 50 Toys and several gift cards for teens for Toy Mountain were collected

This is an increase of 30% from last year!

Greenrock once again generously matched the food collected by \$1/pound of food. Cash donations were also received.

"With so many people living below the poverty line, toys and food to fix a Christmas meal are luxuries some families cannot afford. The gift cards, toys and tennage appropriate gifts your group donated were so thoughtful....Please convey my thanks to your team."

P. Loveless
Annual Giving Manager, Salvation Army

We have been asked about donating to other charitable groups for the next Drive – let us know your thoughts - we will consider all suggestions.

Thank you all for your generosity!

with small children or anyone with mobility issues, this safety feature was long overdue. We approached Management, who acted quickly on this request.

One of our grateful residents comments:

"The addition of the railings outside is great and long overdue. Thank you for pursuing this request with Management. As a senior, I can now walk the grounds and be able to traverse the stairs without fear." L. W.

Recent Highlights:

- 1,350 pounds of food and over 50 toys were donated to the Tenants Alliance Annual Food & Toy Drive
- Greenrock matched the food donations \$1/lb! A cheque for \$1,350 was sent to Daily Bread Food Bank.
- The Alliance asked management for the railings that were installed throughout the grounds. The lack of railings posed a real safety hazard for older residents and for anyone with mobility issues.

Got an unresolved issue with your apartment? Want to join or volunteer with the Tenants Alliance? We want to hear from you!

info@vgtenantsalliance.com

www.vgtenantsalliance.com

(647) 873-4732

facebook.com/TenantsAlliance



Stair Railings Installed on the Grounds

Last fall, the Alliance was approached by a resident to see if it would be possible to have railings installed on the grounds. This was perfect timing as there was a crew here replacing the indoor stair rails in all three buildings. Considering the number of older people that live here as well as those



METRO POLICE Non-Emergency

Community Police Liaison Cttee.
(416) 808-5119
CPLC51division@gmail.com
or
Community Response Unit
CRU Clerk, Joanne Mueller
(416) 808-5193
joanne.mueller@torontopolice.on.ca

Safety and Security

Last April the Alliance worked with management to hold a safety and security meeting that was open to all tenants and attended by Metro Police, Intelligarde and Greenrock representatives.

The main focus of the meeting was the increasing number of garage thefts, illegal access to buildings by transients and the perception of increased crime in the area.

Residents were advised never to engage with someone that looks suspicious, rather they should call one of the police numbers listed on this page and report what they have seen, **not 911**, unless there is a true emergency.

Greenrock noted tenants' concerns and suggestions, such as more patrols by more guards, increased cameras on the property and restricted garage access.

Simple tips to help make this site more secure: close entry doors behind you; never let in someone that you do not know; check your car's interior before getting in; leave nothing in your car as it only invites thieves.

Police stressed the importance of immediately reporting anything you see as well as contacting **Intelligarde at (416) 760-0000**

Community Corner: Pusateri Fruit Market

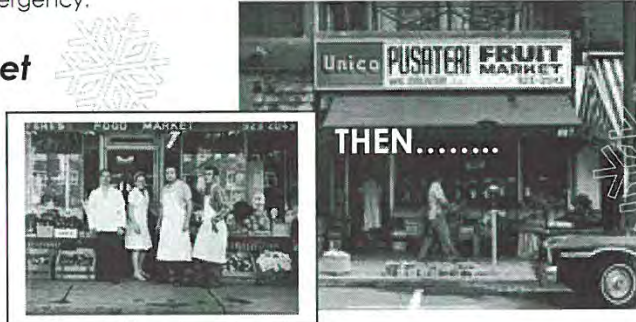
One of the Alliance's initiatives is help build the sense of community in our complex and within our neighbourhood as well, hence the Community Corner and our focus on Pusateri Fruit Market.

Pusateri Fruit Market has been on Church Street since June 1966, faithfully serving the residents of the Church/Wellesley neighbourhood for over 45 years. Owners Frank Mangione and Tony Cerminara visit the Ontario Food Terminal daily to ensure their customers are receiving the freshest fruits and vegetables available every day, and are always willing to source something that you need that they might not have. Just ask!

They also offer gift cards for the people you know that love to cook and eat! They will add on an additional 10% on cards with value up to \$200. They now carry an expanded range of organic fruits and vegetables, as well as fresh baked croissants and muffins every morning, and fresh roasted free run, grain-fed chickens are available by 2pm.

The Original Garage Sandwich Company & Hot Table, located at the back of the store, has a hot meal offering that changes daily. The team also has a very impressive line-up of made in-house salads, soups and sandwiches. Call Randy if you need catering for your function (416) 929-7575.

Pusateri Fruit Market has supported the Tenants Alliance by donating a gift card for our raffle this past summer, which supported the Ride for Life, and also lent us their grocery carts for the food drive in December. That is just a small snapshot of how they continuously help our community.



Free Delivery! Something that all our residents should know is that Pusateri Fruit Market offers free local delivery with a minimum spend. This is perfect for elderly or less mobile tenants. Call or write to Tony or Frank for more details at pusateri.ca or call (416) 923-2043

Pusateri Fruit Market is open 7 days a week, Monday through Saturday, 7am-8pm and Sunday 9-5. **Why not drop in today? Pick up something delicious for dinner, enjoy great customer service and support a local business. We all win by supporting the local businesses where we live, work and play.**



BT TA NEWS

THE OFFICIAL NEWSLETTER OF THE BRENTWOOD TOWERS TENANTS' ASSOCIATION

Join The Brentwood Towers Tenants' Association Today! Only \$10 a year per unit. December 2012

Season's Greetings

The BT TA Executive wishes Season's Greetings to One and All...

At this time of year Canadians celebrate Hanukkah, Winter Solstice, Christmas, Kwanza and New Year's Eve. May the joy and happiness of the season bring you Peace and Goodwill.

Food Drive

Once again this year, residents of Brentwood Towers have been conducting a food drive in support of the Churches-on-the-Hill Food Bank (Our local food bank on St. Clair Avenue near Avenue Road).

Since November 21st., we have collected a total of 23 boxes. The final drop-off of food will be Tuesday December 4th. We also collected a total of \$375.00 in cash and cheques.

Thanks goes to all of the volunteers who donated their time to collect donations. We would also like to thank Ann Rexe for her continued efforts in organizing the food drive, year after year.



On Wednesday, November 7th 2012 at a meeting of the City of Toronto community consultation meeting with Brentwood tenants, surrounding neighbours and our city councillor Josh Matlow, our landlord O'Shanter Co. Ltd. heard strong objections to the proposed townhouses project in front of 23 Lascelles Boulevard.

Objections were many, but for BT TA members the main concern was an Above Guideline Increase (AGI) for the parking garage roof deck rehabilitation with estimates ranging from \$8.00 per unit per month to \$60-70's per unit per month.

Josh Matlow challenged the AGI numbers and the landlord came back a few days following the meeting with the following position.

Mr. Krehm stated in an e-mail to the respective parties: "I have retained an independent firm of consulting engineers who will provide an opinion on the cost of structural repairs and membrane replacement for the subject roof deck. In the coming days I will be retaining a Landscape Architect to provide a cost estimate to replace the landscaping that would be demolished while implementing the roof deck rehabilitation. When the cost data has been provided a third party rent review consultant will provide an opinion as to what the impact of these costs would be on the rents of the apartments at the Brentwood Towers complex."

"The study area will be the court yard lying between 25, 23 and 17 Lascelles Boulevard bounded by the inner curb line and the property boundary shard with Lascelles Boulevard. The scenario being considered is what would happen with no townhouses being built!"

The above information will be shared with tenants when it becomes available.

What Property Taxes Do You Pay?

2011 Tax Bill for Brentwood Towers:

17 Lascelles	\$373,322
19 Lascelles	\$377,014
21 Lascelles	\$403,223
23 Lascelles	\$596,582
25 Lascelles	\$537,033

Approximately, \$2,287,174.00 divided by 957 units for an average property tax of \$2,389.00.

In Toronto tenants in multi-unit classification (seven units or more) paid \$554 million dollars in property taxes. This does not include tenants living in dwellings with less than seven units, tenants living in condos or renting in other residential units. The city only separates tenants out for the "multi-unit residential" classification of seven units or more.

Tenants pay more property taxes on a per capita bases than condos and many other residential categories. Is it fair? No! **Spread the news.**



The Brentwood Towers Tenants' Association Inc., on behalf of the Brentwood Towers community, is committed to maintaining reasonable rents and comfortable living standards for all tenants.

We are working with property management to resolve building issues while acting to create a wider sense of community among tenants.

Your \$10 membership will help with expenses. Please contact the Treasurer to join.

THE OFFICIAL NEWSLETTER OF THE BRENTWOOD TOWERS TENANTS' ASSOCIATION

Join The Brentwood Towers Tenants' Association Today! Only \$10 a year per unit. December 2012

Tenant Maintenance Request Form

The form below is an all purpose form for all maintenance requests in your apartment, common areas and complaints about tenants making noise, balcony infractions, etc.

If you don't put it in writing it won't get addressed. In fairness to your building manager he or she can not recall all complaints by word of mouth as they meet many tenants in their buildings every-day. The form is delivered to the building manager for action by the property management office.

It works, try it and get some action with your maintenance and concerns as a tenant. The forms are available in your mailroom or from your building manager.

O'Shanter Development Company Ltd.
Tenant Maintenance Request Form
PLEASE DROP OFF COMPLETED FORM TO YOUR BUILDING MANAGER OR MANAGEMENT OFFICE.
PLEASE DO NOT REMOVE ANY PAGES FROM THIS FORM.

Date: _____ Tenant's Name: _____
Building Address: _____ Suite #: _____ Tel. (H): _____ Tel. (B): _____
Please Describe the Nature of the Problem in Detail (Please Print): _____

I wish to have the maintenance work described in this maintenance request completed. I consent to entry into my suite pursuant to Section 27 of the Residential Tenancies Act by the Building Manager in the next 2 working days to investigate the problem and arrange for scheduling of the work. I understand I will receive a notice of entry when I intend to complete the work. I will ensure that the Building Manager has a copy of a key for any locking device I have installed and that if I have an alarm system, I will de-activate it for the day. I will secure any pets in a bedroom if possible.

I will ensure that my personal property is moved from the area where the maintenance work will take place and I understand that in no event will you be responsible for fragile possessions of mine which I will move.

Finally I understand that on receipt of this request, you will schedule the work as quickly as possible having regard to the nature of the request.

Tenant's Signature _____

FOR OFFICE USE ONLY UPDATE ON MAINTENANCE REQUEST:
Copy delivered to Tenant - Date: _____ Site Staff Initials: _____
MRF Completed - Date: _____ Site Staff Initials: _____
☐ Building Manager completed request
☐ Internal Trade completed request
☐ External Trade completed request

COPY 1-HEAD OFFICE COPY (WHITE) COPY 2-BUILDING MANAGER COPY (CANARY) COPY 3-TENANT COPY (PINK)
April 29, 2009



President
John Plumadore
john.plumadore@rogers.com
Vice President
Patricia Wilkin
patwilkin2002@yahoo.com

Treasurer
Susan Stewart
Building 17 Rep.
Evelyn Munro
Building 19 Rep.
Gisele Flambeau

Building 21 Rep.
Derek Lipman
Building 23 Rep.
Hema Ramsingh
Building 25 Rep.
Peter Dean

Secretary and Special Events
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For more info, and a complete contact list, visit our website.

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Notes:



Helpful Information for Tenants



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Definition of “tenant” – RTA excerpt

3. (1) If a tenant of a rental unit dies and the rental unit is the principal residence of the spouse of that tenant, the spouse is included in the definition of “tenant” in subsection 2 (1) of the Act unless the spouse vacates the unit within the 30-day period described in subsection 91 (1) of the Act. O. Reg. 516/06, s. 3 (1).

(2) If a tenant vacates a rental unit without giving a notice of termination under the Act and without entering into an agreement to terminate the tenancy, and the rental unit is the principal residence of the spouse of that tenant, the spouse is included in the definition of “tenant” in subsection 2 (1) of the Act. O. Reg. 516/06, s. 3 (2).

(3) Subsection (2) does not apply if any one or more of the following criteria are satisfied:

1. The rental unit is in a building containing not more than three residential units and the landlord resides in the building.

2. The spouse vacates the rental unit no later than 60 days after the tenant vacated the rental unit.

3. The tenant who vacated the rental unit was not in arrears of rent and the spouse fails to advise the landlord, before an order is issued under section 100 of the Act, that he or she intends to remain in the rental unit.

4. The tenant who vacated the rental unit was in arrears of rent, the landlord gives the spouse a notice in a form approved by the Board within 45 days after the date the tenant vacated the unit, and the spouse fails, within 15 days after receiving the notice,

i. to advise the landlord that he or she intends to remain in the rental unit, or

ii. to agree in writing with the landlord to pay the arrears of rent.

5. The tenant who vacated the rental unit was in arrears of rent, the landlord does not give the spouse a notice referred to in paragraph 4 within 45 days after the date the tenant vacated the unit, and the spouse fails, before an order is issued under section 100 of the Act,

i. to advise the landlord that he or she intends to remain in the rental unit, or

ii. to agree in writing with the landlord to pay the arrears of rent. O. Reg. 516/06, s. 3 (3).

(4) Subsections (1) and (2) do not apply to,

(a) a rental unit described in section 7 of the Act;

(b) a rental unit that is in a care home to which Part IX of the Act applies; or

(c) a rental unit to which section 6 of this Regulation applies. O. Reg. 516/06, s. 3 (4).

Tenants' Associations and the RTA – extract from the RTA

233. A person is guilty of an offence if the person knowingly,

- (a)** withholds the reasonable supply of a vital service, care service or food or interferes with the supply in contravention of section 21;
- (b)** alters or causes to be altered the locking system on any door giving entry to a rental unit or the residential complex in a manner that contravenes section 24 or 35;
- (c)** restricts reasonable access to the residential complex by political candidates or their authorized representatives in contravention of section 28;
- (d)** seizes any property of the tenant in contravention of section 40;
- (e)** fails to afford a tenant a right of first refusal in contravention of section 51 or 53;
- (f)** recovers possession of a rental unit without complying with the requirements of sections 52, 54 and 55;
- (g)** coerces a tenant to sign an agreement referred to in section 121;
- (h)** harasses, hinders, obstructs or interferes with a tenant in the exercise of,
 - (i)** securing a right or seeking relief under this Act or in a court,
 - (ii)** participating in a proceeding under this Act, or
 - (iii) participating in a tenants' association or attempting to organize a tenants' association;**
- (i)** harasses, coerces, threatens or interferes with a tenant in such a manner that the tenant is induced to vacate the rental unit;
- (j)** harasses, hinders, obstructs or interferes with a landlord in the exercise of,
 - (i)** securing a right or seeking relief under this Act or in a court, or
 - (ii)** participating in a proceeding under this Act;
- (k)** obtains possession of a rental unit improperly by giving a notice to terminate in bad faith; or
- (l)** coerces a tenant of a mobile home park or land lease community to enter into an agency agreement for the sale or lease of their mobile home or land lease home or requires an agency agreement as a condition of entering into a tenancy agreement. 2006, c. 17, s. 233.

Eviction

EXCERPT FROM THE RESIDENTIAL TENANCIES ACT

Eviction Orders

Effective date of order

80. (1) If a notice of termination of a tenancy has been given and the landlord has subsequently applied to the Board for an order evicting the tenant, the order of the Board evicting the tenant may not be effective earlier than the date of termination set out in the notice. 2006, c. 17, s. 80 (1).

Exception, notice under s. 63 or 66

(2) Despite subsection (1), an order evicting a tenant may provide that it is effective on a date specified in the order that is earlier than the date of termination set out in the notice of termination if,

(a) the order is made on an application under section 69 based on a notice of termination under clause 63 (1) (a) and the Board determines that the damage caused was significantly greater than the damage that was required by that clause in order to give the notice of termination; or

(b) the order is made on an application under section 69 based on a notice of termination under clause 63 (1) (b) or subsection 66 (1). 2006, c. 17, s. 80 (2).

Expiry date of order

81. An order of the Board evicting a person from a rental unit expires six months after the day on which the order takes effect if it is not filed within those six months with the sheriff who has territorial jurisdiction where the rental unit is located. 2006, c. 17, s. 81.

Tenant issues in application for non-payment of rent

82. (1) At a hearing of an application by a landlord under section 69 for an order terminating a tenancy and evicting a tenant based on a notice of termination under section 59, the Board shall permit the tenant to raise any issue that could be the subject of an application made by the tenant under this Act. 2006, c. 17, s. 82 (1).

Orders

(2) If a tenant raises an issue under subsection (1), the Board may make any order in respect of the issue that it could have made had the tenant made an application under this Act. 2006, c. 17, s. 82 (2).

Power of Board, eviction

83. (1) Upon an application for an order evicting a tenant, the Board may, despite any other provision of this Act or the tenancy agreement,

(a) refuse to grant the application unless satisfied, having regard to all the circumstances, that it would be unfair to refuse; or

(b) order that the enforcement of the eviction order be postponed for a period of time. 2006, c. 17, s. 83 (1).

Mandatory review

(2) If a hearing is held, the Board shall not grant the application unless it has reviewed the circumstances and considered whether or not it should exercise its powers under subsection (1). 2006, c. 17, s. 83 (2).

Circumstances where refusal required(3) Without restricting the generality of subsection (1), the Board shall refuse to grant the application where satisfied that,

(a) the landlord is in serious breach of the landlord's responsibilities under this Act or of any material covenant in the tenancy agreement;

(b) the reason for the application being brought is that the tenant has complained to a governmental authority of the landlord's violation of a law dealing with health, safety, housing or maintenance standards;

(c) the reason for the application being brought is that the tenant has attempted to secure or enforce his or her legal rights;

(d) the reason for the application being brought is that the tenant is a member of a tenants' association or is attempting to organize such an association; or

(e) the reason for the application being brought is that the rental unit is occupied by children and the occupation by the children does not constitute overcrowding. 2006, c. 17, s. 83 (3).



Does your landlord want you to move out?

In Ontario, it is usually against the law for your landlord to make you leave your home unless the Landlord and Tenant Board has made an "eviction order". This Board is a special court that deals with disagreements between landlords and tenants. On these pages, "Board" means the Landlord and Tenant Board.

A landlord must follow certain steps to try to get an eviction order. Your landlord must prove to the Board that there is a legal reason to evict you. By law, only some reasons can lead to eviction, for example, causing damage or not paying rent.

The information on these pages applies even if you live in public housing, or if your rent is subsidized or based on your income.

But it might **not** apply in some situations, for example, if:

- you live in a place that is used for business,
- you share a kitchen or bathroom with the owner or the owner's close family member,
- you live in some types of temporary housing,
- you share space with or rent from another tenant.

Get legal advice if you are not sure.

What if I do not want to move out?

Usually, the first step your landlord will take to evict you is to give you a written notice that tells you to move. You do not have to leave, but you should get legal help.

If you do not move out, the next step your landlord must take is to apply to the Landlord and Tenant Board. You should receive a copy of the landlord's "Application" and a "Notice of Hearing" with the date, time, and place of the hearing.

It is very important to go to this hearing. If you do not, the hearing can go on without you and the Board will probably decide to evict you. It is best to get legal help before the hearing. If you cannot afford a lawyer, a community legal clinic may be able to help you.

You might get a lot of papers if your landlord is trying to evict you. If you have any difficulty reading and understanding any of these papers, show them to someone who can help. You may need to take legal action right away to stop the eviction.

What happens at the hearing?

At the hearing, a Board member listens to why your landlord wants to evict you and why you think you should not be evicted.

The Board member will make a decision at the end of the hearing or later. The decision is called an "order". Copies of the order will be sent to you and your landlord.

Sometimes you can make an agreement with your landlord to stop the eviction. This kind of agreement is often called a "settlement". An agreement can be made before or after the Board makes an order. Try to get advice from your own lawyer before signing any papers. Make sure you get a copy of anything you sign.

➔ more on page 2 ➔



The Board can make an eviction order at any time of year, even during the winter.

Even if the Board makes an eviction order, you still might be able to stop the eviction. Get legal help right away.

Can I be evicted without a hearing?

In some situations, the Board can make an eviction order without a hearing. If this happens, you might not find out about it until the Board sends you a copy of the order. Then you must act very quickly to stop the eviction. Get legal help right away.

What if the eviction order is not stopped?

You must move out by the date given in the Board's order. If you do not, your landlord can tell a public official called the "Sheriff" to make you leave.

The Sheriff is the only person who is allowed to actually force you out or lock you out. It is against the law for your landlord, a security guard, or anybody else to do this. Your landlord cannot change the locks until the Sheriff comes and allows it.

What about all my stuff?

If you are evicted by the Sheriff, you have 72 hours to take all your things, even on a weekend or holiday. During these 72 hours, your landlord must keep your things safe in or near your place, and must let you get them any time from 8 in the morning to 8 at night.

These rules apply only if you are evicted by the Sheriff. In any other situation, you should take all your things with you when you move out. ❖

These pages give only general information. You should get legal advice about your own situation.

How to get help

211 Ontario is an information and referral hotline that gives help in many languages. They take calls 24 hours a day, 7 days a week. They can tell you:

- how to contact a community legal clinic,
- other places to get legal help and information, and
- how to contact a settlement agency or community agency for other kinds of help.

You could also try contacting a local library or a community legal clinic.

To contact 211 Ontario:

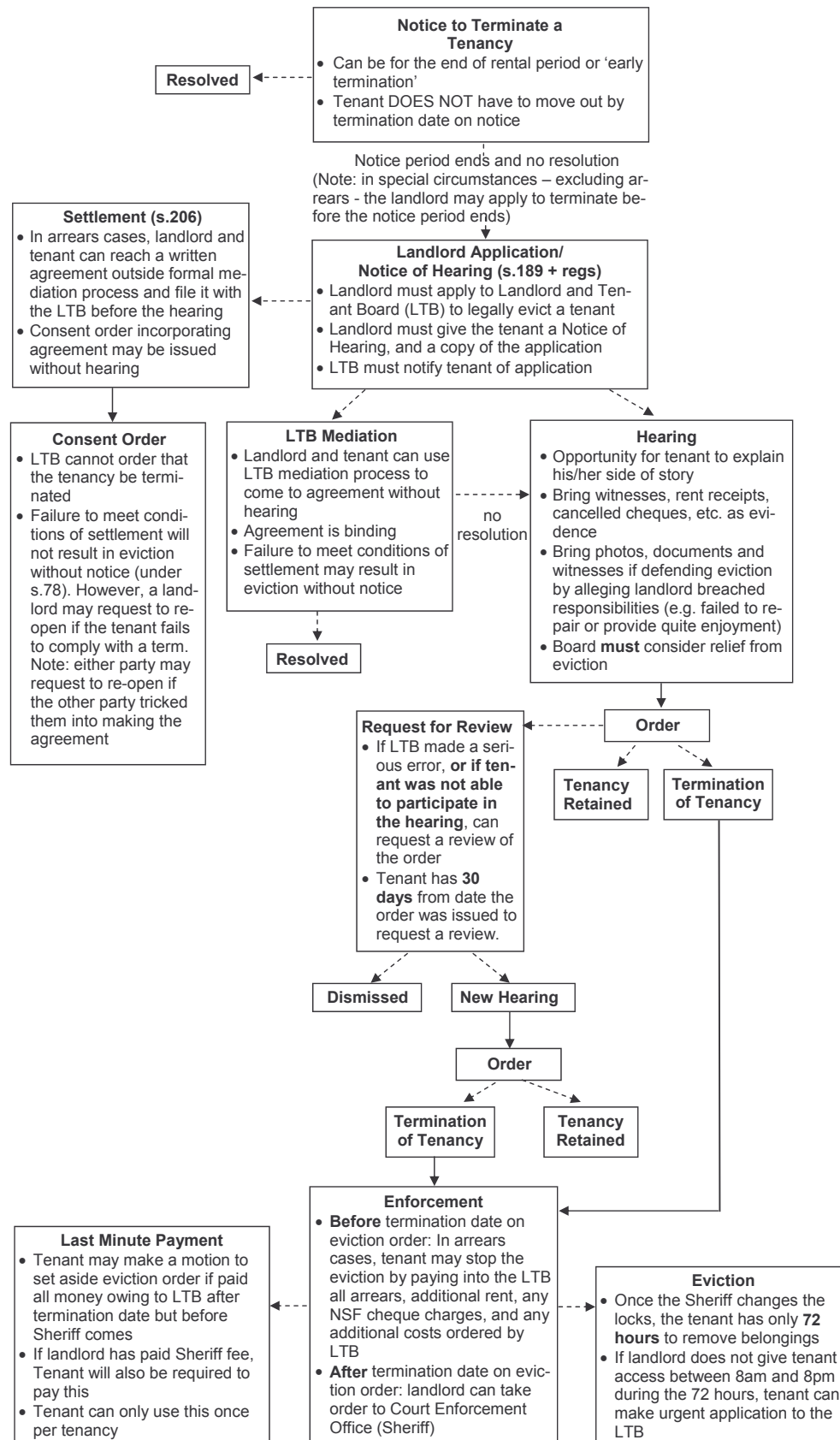
☎ Phone..... **211**
☎ TTY..... **1-888-340-1001**
💻 211Ontario.ca

For more help:

Developed by CLEO (Community Legal Education Ontario/Éducation juridique communautaire Ontario) in collaboration with the CLEO Six Languages Advisory Group, made up of 10 member agencies. This project was funded by the Ontario Trillium Foundation and Legal Aid Ontario.

Visit www.cleo.on.ca to download these pages and other legal information.

The Eviction Process Under the Residential Tenancies Act



Created by the Centre for Equality Rights in Accommodation and approved by the Advocacy Centre for Tenants Ontario
January 2007



AUTOMATIC RENT REDUCTION: FREQUENTLY ASKED QUESTIONS

This year, several thousand rent reduction notices are going out to tenants in the City of Toronto.

Go to the City of Toronto's website to learn more and see if you qualify for a rent reduction.

You can also call the Tenant Hotline at **416-921-9494**.

The following are the most common tenant questions on automatic rent reductions:

1. Do I need to ask my landlord to take the reduction?

No. The reduction is automatic. You do not need to ask your landlord or obtain their permission. You can simply pay them less when you pay your rent. The reduction applies to all charges for services and facilities, such as parking. .

2. My landlord is not giving me the reduction. How can I get them to do so?

Your landlord does not give you the reduction, the reduction is automatic. You can simply reduce the money off your rent and you do not have to ask their approval.

3. The notice I got says that my rent has been reduced to \$800, is this true?

There is an example in the notice which assumes a rent of \$800. This is only an example. Your reduction is based off of whatever your rent was last month.

4. How do I calculate what my new rent is?

There are several ways to calculate your new rent.

- a) You can call the Tenant Hotline at 416-921-9494 and we can do the calculation for you.
- b) Use the hand written formula available on your rent reduction notice.
- c) If you have a calculator with a % button, you can simply punch in your current rent, hit the minus button, punch in the reduction percentage and hit the % button.
- d) Go to the City's rent reduction website

5. I got notice of a rent increase a few months ago and notice of a rent reduction recently. How can I have a rent increase and rent reduction at the same time?

Provincial law allows landlords in Ontario to increase the rent once every 12 months. In 2015, landlords will be able to increase rent by 1.6%. Provincial law also forces all municipalities to reduce a tenant's rent when a landlord's taxes go down by 2.5% or more. It is quite common for tenants to receive a rent increase and rent reduction in the same year, and sometimes even on

the same day. In these cases, a tenant's rent will go down by the rent reduction percentage and then go up by the rental increase percentage.

6. My landlord says that they will be challenging the reduction and I therefore should not take it. Is this true?

All landlords are able to apply to challenge rent reductions at the Landlord and Tenant Board. They have until March 31, 2015 to apply, though the case may not be heard until much later in the year. Until the Landlord and Tenant Board says otherwise, you can take your reduction immediately if you wish.

You can also choose to pay your old rent and then claim your reduction (and any money owed to you) retroactively at any point in 2015. So you could choose to wait and see if your landlord will challenge the reduction before you take it.

Remember, you must claim the reduction before the end of 2015.

7. The Landlord says I have to give them a copy of the rent reduction notice before I can claim the rent reduction. Is this true?

No. The landlord received notification of the rent reductions in September. You are not required to give them a notice even if they demand it. You can simply reduce your rent by the amount on the notice.

8. The Landlord says the notice doesn't apply to me. Is this true?

No. The notice does apply to you. If you are a tenant in a long term care home, if you receive a rent subsidy, or if you live in a non-profit building, the rent reduction may affect you differently than other tenants. For more information please call the Tenant Hotline at 416-921-9494.

9. How do I check to see if I got the rent reduction myself?

All tenants can call the FMTA tenant hotline at 416-921-9494 to calculate their rent reductions. In addition, tenants can find out more information about rent reductions and search for their rent reduction on the City rent reduction website.

10. I have lost my notice of automatic rent reduction. Where can I get a copy?

You can phone Revenue Services at the City of Toronto and they can send you a copy. You can ask to be referred to the Revenue Services Customer Services line by calling 3-1-1.

What are your rights under new building ownership?

1. All existing leases must be respected.
2. Rent cannot be increased above the provincial guideline (0.8 % for 2014) unless the new owner invests in expensive renovations. In this case, tenants can appeal the rent increase at the "Landlord and Tenant Board."
3. Tenancies can only be terminated without fault under the following conditions:
 - a) The landlord needs the unit currently occupied by a tenant for the personal use of family, or a family caregiver.***

Tenants will be given 120 days notice. The unit **MUST** be used for the landlord's immediate family, or caregiver. It is illegal to terminate a tenancy simply to move a new tenant in, or to use the unit for another purpose.

b) The building is undergoing extensive renovations.

Tenants will be given 120 days notice. By law, tenants who must relocate for a major building renovation will also receive a payment equal to three months rent. Tenants can also exercise their "first right to refuse", which means that they have the legal right to move

back into the unit after the renovations is complete for the same rent that they were paying before. **IMPORTANT:** "First Right to Refuse" can only be exercised if the tenant sends a letter to the landlord expressing their wishes to exercise the right.

c) The building is going to be converted or demolished.

This is an extremely long and difficult process, and involves many permits and approvals from the City. Even if the conversion or demolition is achieved, tenants are entitled to a "Tenant Relocation and Assistance Plan", which is negotiated by the City to help with relocation costs. See the "Rental Housing Protection" handout for more information. As with other reasons, 120 days notice must be given to tenants. Also, in addition to the "Tenant Relocation and Assistance Plan", tenants must also receive a payment of three months rent and the right to exercise "First Right to Refuse". This means that if a new residential building is built, old tenants have the right to occupy a comparable unit for the rent that they were paying in the old building.

Tenant's right of first refusal, repair or renovation

53. (1) A tenant who receives notice of termination of a tenancy for the purpose of repairs or renovations may, in accordance with this section, have a right of first refusal to occupy the rental unit as a tenant when the repairs or renovations are completed. 2006, c. 17, s. 53 (1).

Written notice

(2) A tenant who wishes to have a right of first refusal shall give the landlord notice in writing before vacating the rental unit. 2006, c. 17, s. 53 (2).

Rent to be charged

(3) A tenant who exercises a right of first refusal may reoccupy the rental unit at a rent that is no more than what the landlord could have lawfully charged if there had been no interruption in the tenant's tenancy. 2006, c. 17, s. 53 (3).

Change of address

(4) It is a condition of the tenant's right of first refusal that the tenant inform the landlord in writing of any change of address. 2006, c. 17, s. 53 (4).

Tenant's right to compensation, repair or renovation

54. (1) A landlord shall compensate a tenant who receives notice of termination of a tenancy under section 50 for the purpose of repairs or renovations in an amount equal to three months rent or shall offer the tenant another rental unit acceptable to the tenant if,

- (a) the tenant does not give the landlord notice under subsection 53 (2) with respect to the rental unit;
- (b) the residential complex in which the rental unit is located contains at least five residential units; and
- (c) the repair or renovation was not ordered to be carried out under the authority of this or any other Act. 2006, c. 17, s. 54 (1).

Same

- (2)** A landlord shall compensate a tenant who receives notice of termination of a tenancy under section 50 for the purpose of repairs or renovations in an amount equal to the rent for the lesser of three months and the period the unit is under repair or renovation if,
- (a) the tenant gives the landlord notice under subsection 53 (2) with respect to the rental unit;
 - (b) the residential complex in which the rental unit is located contains at least five residential units; and

- (c) the repair or renovation was not ordered to be carried out under the authority of this or any other Act. 2006, c. 17, s. 54 (2).

Tenant's right to compensation, severance

55. A landlord of a residential complex that is created as a result of a severance shall compensate a tenant of a rental unit in that complex in an amount equal to three months rent or offer the tenant another rental unit acceptable to the tenant if,
- (a) before the severance, the residential complex from which the new residential complex was created had at least five residential units;
 - (b) the new residential complex has fewer than five residential units; and
 - (c) the landlord gives the tenant a notice of termination under section 50 less than two years after the date of the severance. 2006, c. 17, s. 55.

Security of tenure, severance, subdivision

56. Where a rental unit becomes separately conveyable property due to a consent under section 53 of the Planning Act or a plan of subdivision under section 51 of that Act, a landlord may not give a notice under section 48 or 49 to a person who was a tenant of the rental unit at the time of the consent or approval. 2006, c. 17, s. 56.

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B. Laundry rooms shall be maintained in a clean and sanitary condition, and all sinks provided in a laundry room shall be connected to hot and cold running water and properly connected to the drainage system.

C. All laundry rooms shall have a trapped floor drain connected to the drainage system and capable of adequately draining the floor. [Amended 2004-06-24 by By-law No. 559-2004]

§ 629-31. *Elevators.*

a. *Elevators shall be maintained in a clean condition and certified to be in good working order and in compliance with the Elevating Devices Act.*

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b. *All elevator parts and appendages, including lighting fixtures, lamps, elevator buttons, floor indicators and ventilation fans, shall be kept in good repair and operational.*

§ 629-32. Services and utilities.²⁶

a. No owner or anyone acting on the owner's behalf shall disconnect or cause to be disconnected any service or utility providing light, heat, air conditioning, refrigeration, water or cooking facilities for any property occupied by a tenant or lessee, except for such reasonable period of time as may be required for the purpose of repairing, replacing or altering the service or utility, and then only during the reasonable minimum time that the action is necessary.

b. Any person liable for any service or utility rates shall be deemed to have caused the disconnection, shutting off, removal or discontinuance of the service or utility if the person fails to pay the rates and, as a result of the non-payment, the service or utility is not²⁷ longer provided.

§ 629-33. Mail.

a. Every dwelling unit shall have a separate and secure mail box or mail receptacle that is maintained in good repair at all times. [Amended 2004-06-24 by By-law

No. 559-2004]

b. If a mail slot provides direct access into a dwelling unit, it shall be designed or located so as to prevent access from the slot to unlock the doorknob or other locking device.

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Editor's Note: See R.S.O. 1990, c. E.8.

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Editor's Note: See also Ch. 835, Vital Services, D

Where to Get More Information about the Law

- **Tenant Hotline-** for legal information about your rights as a tenant call **416-921-9494**
- **Municipal Licensing and Standards-** to call a City of Toronto inspector from Property Standards to inspect your unit or building for maintenance issues call **311**
- **Public Health-** for maintenance concerns related to your health, such as mold, water and air quality, bed bugs, etc. call **311**
- **Ministry of Municipal Affairs and Housing Investigation and Enforcement Unit (IEU)-** for harassment, entering your unit without notice, for interfering with your vital services, illegal deposits, or illegal lock-outs call **416-585-7214**
- **Landlord and Tenant Board-** for legal information about your or your landlord's application at this court, for general questions about the law as it relates to your tenancy, and for information about upcoming hearing call **416-645-8080**
- **Centre for Equality Rights in Accommodation-** for tenants facing discrimination in their search for or while living in housing call **416-944-0087**
- **Legal Aid Ontario-** for legal representation and advice for low-income people, and to find your local legal aid clinic call **416-979-1446**
- **FMTA Outreach and Organizing Team-** for information about Above Guideline Rent Increases, demolitions and conversions, and the Tenant Defence Fund call **416-413-9442**

Resources at your fingertips (links)

► **Federation of Metro Tenants Associations**

www.torontotenants.org

► **Our services:**

1. Tenant Hotline

Hotline number – 416-921-9494

2. Outreach and Organizing Team

3. Tenant School

4. Tenant Community Development Project
(The Tenant Community Worker)

► **Ontario Trillium Foundation**

FEDERATION OF METRO TENANT'S ASSOCIATION

