



Looking for an Apartment: A Quick Guide



FEDERATION OF METRO TENANTS' ASSOCIATIONS



Questions For Prospective Landlords

- How much is the rent?
- What is included in the rent? (ex. Heat? Electricity? Air-conditioning? Water?)
- What is the length of the lease? (ex. 1 year, month to month, week to week, etc)
- Is there a fridge and stove included?
- Are there laundry machines I can use in the building?
- Are you offering a lease? (keep in mind, if there is no lease or if it is a verbal lease, you are still protected by the law)
- Will I have access to parking for myself or my guests?



What to Watch Out For

Often times people are excited or in a rush inspecting possible new homes and neglect to look at a few important details:

- Are the hallways and common areas in the building clean?
- Is the apartment clean?
- Does the apartment need to be painted? Is the landlord going to do it for you?
- Do the appliances there work?
- Test the taps. Is there hot and cold water? Good water pressure? Is the water clean?
- Is there evidence of pests (feces, dead bugs, traps or poisons) under the kitchen cabinets? In the corners of rooms?
- Is there mould in the bathroom or kitchen? Proper ventilation in the rooms?
- Is the building noisy? Construction sounds?
- Does the neighbourhood seem safe?
- Are there already installed phone jacks and cable TV outlets in the unit?

- It's always a good idea if you see another tenant walking around to ask them what they think of the building! Often your potential neighbours will have the best insight to tell you if there are bugs in the building, if the landlord takes care of maintenance problems, if the neighbourhood is safe, etc.
- If your landlord promises to paint, clean, repair or include extras (ex. a dishwasher or new carpet) in your new apartment, make sure that they are willing to put that in writing and sign it. This should be done before you sign your lease or give pay a deposit. Otherwise, they might not be bound to do these things if they are not part of regular maintenance.
- Some people take apartments over the Internet or by viewing a model suite without first seeing their actual unit. If at all possible, always look at the exact apartment you are going to rent or send someone you trust to inspect it for you to avoid any unfortunate surprises!

Discrimination in Housing

Landlords must abide by the Human Rights Code as well as the Charter of Rights and Freedoms. Landlords are **never** allowed to not rent to you because of your race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, gender, sexual orientation, disability, marital status, or family status.

A new form of discrimination that we see regularly is income discrimination. Landlords are **never** allowed to discriminate against you because you are receiving social assistance (ex. EI or ODSP) or student loans, nor can they refuse you because they say you must make a minimum income to qualify (ex. only \$35,000/year and up).

If in your search for an apartment you feel the landlord has discriminated against you in any of the above-mentioned ways, please write down what happened in detail and call our Tenant Hotline or the Centre for Equality Rights in Accommodation right away.

What is a Landlord Allowed to Ask For?

A landlord is legally allowed to ask you the following things:

- **Income Information:** perhaps a job reference or some kind of proof of how much money you make every month to prove you can reasonably afford to pay the rent;
- **Credit Check:** a history of your credit, if you've ever declared bankruptcy, or if you have outstanding loans and/or payments, etc;
- **Rental History:** a past landlord's phone number to check what kind of tenant you were;
- **Guarantors:** a person who will be responsible to pay the rent in the event that you cannot.

If you are new to Canada or are renting an apartment for the first time, you may not have all of this information. If you do not have a credit history it does not mean that you have bad credit. The landlord should have other options available to be able to figure out if you will be a good tenant by any of the above-mentioned points, but if you feel that your landlord is being unreasonable, please call our Tenant Hotline or the Centre for Equality Rights in Accommodation for further advice.

Signing a New Lease

- Leases do not have to be in writing. If your landlord does not want to put your lease in writing, it does not mean that you do not have any rights. You have all of the rights and responsibilities under the law as a tenant with a lease would have.
- If you do have a lease in writing, it is a good idea to have the following details spelled out:
 - The landlord's legal name, address, and phone number
 - Your new address
 - The length of the lease (ex. 1 year, month-to-month, week-to-week)
 - The amount of rent you must pay
 - What is included in your rent (ex. electricity, water, air-conditioning)
 - What appliances are included (ex. fridge, stove, air-conditioner, dishwasher)
 - What facilities are available to you (ex. laundry room, parking spots)

- The landlord must legally give you their name and contact information because you must know how to contact them in case you have an emergency, maintenance problems, etc.
- The landlord must give you a signed copy of the lease within 21 days of signing the lease; otherwise you can withhold your rent until they give it to you. Once they do give you a copy of the lease, you must pay any outstanding rent.
- There is no cooling off period for leases. Once you pay a deposit, no matter how small, or sign a lease, you are bound to that apartment! Even some application forms can be binding, so if you fill one out and give it to the landlord you could be telling them you want to take that apartment if they approve you. Make sure that you want to live in that apartment before you sign anything or hand over any money.
- The landlord can not make you take an apartment “as is”. You are always allowed to ask for maintenance, even if you knew there were problems in the apartment before you moved in.
- The Residential Tenancies Act supersedes anything written in your lease. This means that if you signed something that is not legal, you do not have to follow it. Common examples of this are that you are not allowed to have pets, you are not allowed to have children (adult-only buildings), or that you cannot have guests over or stay over for longer periods. This is your home and you are entitled to do all of these things under the law.
- A landlord cannot make you sign a lease after you have moved in. If you do not have to sign one before you move in, then they cannot insist you sign one later on. If you do choose to sign a lease agreement, read through it very carefully so you are aware of what you are agreeing to. Sometimes you might agree to pay extra fees in the summer for air-conditioning or if you get yourself a roommate without realizing it. If you are ever unsure about something in your lease, please call our Tenant Hotline for assistance!
- Landlords can require you to pay the first month’s rent and the last month’s rent right away. They may also ask for a key deposit but it cannot be worth more than the actual cost of the key. Landlords are not allowed to ask you for a security deposit or damage deposit, these are illegal and if you have paid one of these make sure that you get a receipt and call our Tenant Hotline for further advice.
- If the landlord does ask for a deposit, insist that they give you a rent receipt that states that you have paid rent for unit X at address Y.

- Ensure that you know when you will be receiving the keys to the unit. The landlord should turn over the key to your unit when you pay the deposit and/or sign the lease.
- Landlords cannot insist that you pay by post-dated cheques, that is usually an option however you are not required to pay that way. If you are more comfortable paying your rent in cash, the landlord must accept that. Your rent is due on the first of the month and landlords cannot require you to pay it in advance.
- The landlord is legally required to give you a document entitled “Information for New Tenants” on or before your new tenancy begins. This document is issued by the Landlord and Tenant Board and outlines your rights and responsibilities as a tenant as well as contact information for the Landlord and Tenant Board.
- If hydro is not included in the rent, and you discover that it is a smart-meter that was installed after November 2005, you can request that the landlord give your apartment an independent energy audit to make sure that the apartment, the landlord’s appliances (ex. fridge and stove), and other aspects of the unit are energy efficient. You have a right to know if your building has been audited and if your apartment is energy efficient. For more information about this and to consider your options, don’t hesitate to contact our Tenant Hotline!



Important Telephone Numbers

- **FMTA Tenant Hotline** - (for any questions related to your tenancy)
416-921-9494

- **FMTA Organizing and Outreach**

(for assistance organizing a tenant association, help with challenging rent increases, to arrange a tenant information workshop, etc)

(416) 413-9442

- **Toronto Public Health** - (for bed bugs, mould, rodents, air quality, water quality, etc)

416-338-7600

- **Toronto Municipal Licensing and Standards (Property Standards)**

(for disrepair issues, cockroaches, poor heating, etc)

3-1-1

- **Ministry of Municipal Affairs and Housing Investigations and Enforcement Unit**

(for harassment, entering your home without notice, locking you out illegally, failing to complete ordered maintenance, interfering with your vital services, illegal deposits, etc)

416-585-7214

- **Centre for Equality Rights in Accommodation (CERA)**

(for tenants who experienced discrimination while searching for housing or while living in housing)

416-944-0087

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