



The Quotable Residential Tenancies Act



FEDERATION OF METRO TENANTS' ASSOCIATIONS



Tenants sometimes run in to difficulties with landlords who are unfamiliar with the Residential Tenancies Act or put things in tenancy agreements that are do not always follow what the law states. This pamphlet points out some clauses from the RTA that you may find come in handy if you are in a dispute with your landlord about your legal rights. You can find a copy of the complete law on the Landlord & Tenant Board website at www.ltb.gov.on.ca. You can also refer to our Tenant Survival Manual that appears on our website www.torontotenants.org in 13 different languages.

Tenancy Agreements:

12. (1) Every written tenancy agreement entered into on or after June 17, 1998 shall set out the legal name and address of the landlord to be used for the purpose of giving notices or other documents under this Act.
- (2) If a tenancy agreement entered into on or after June 17, 1998 is in writing, the landlord shall give a copy of the agreement, signed by the landlord and the tenant, to the tenant within 21 days after the tenant signs it and gives it to the landlord.
- (3) If a tenancy agreement entered into on or after June 17, 1998 is not in writing, the landlord shall, within 21 days after the tenancy begins, give to the tenant written notice of the legal name and address of the landlord to be used for giving notices and other documents under this Act.
- (4) Until a landlord has complied with subsections (1) and (2), or with subsection (3), as the case may be,
- (a) the tenant's obligation to pay rent is suspended; and
 - (b) the landlord shall not require the tenant to pay rent.
- (5) After the landlord has complied with subsections (1) and (2), or with subsection (3), as the case may be, the landlord may require the tenant to pay any rent withheld by the tenant under subsection (4).
38. (1) If a tenancy agreement for a fixed term ends and has not been renewed or terminated, the landlord and tenant shall be deemed to have renewed it as a monthly tenancy agreement containing the same terms and conditions that are in the expired tenancy agreement and subject to any increases in rent charged in accordance with this Act.



Pets

14. A provision in a tenancy agreement prohibiting the presence of animals in or about the residential complex is void.

Deposits

106. (1) A landlord may require a tenant to pay a rent deposit with respect to a tenancy if the landlord does so on or before entering into the tenancy agreement.

(2) The amount of a rent deposit shall not be more than the lesser of the amount of rent for one rent period and the amount of rent for one month.

Methods of Payment

108. Neither a landlord nor a tenancy agreement shall require a tenant to,

(a) provide post-dated cheques or other negotiable instruments for payment of rent; or

(b) permit automatic debiting of the tenant's account at a financial institution, automatic charging of a credit card or any other form of automatic payment for the payment of rent.

Receipts

109. (1) A landlord shall provide free of charge to a tenant or former tenant, on request, a receipt for the payment of any rent, rent deposit, arrears of rent or any other amount paid to the landlord.

Maintenance & Services

20. (1) A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

(2) Subsection (1) applies even if the tenant was aware of a state of non-repair or a contravention of a standard before entering into the tenancy agreement.

21. (1) A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed, withhold the reasonable supply of any vital service, care service or food that it is the landlord's obligation to supply under the tenancy agreement or deliberately interfere with the reasonable supply of any vital service, care service or food.



Privacy



26. (1) A landlord may enter a rental unit at any time without written notice,

- (a) in cases of emergency; or
- (b) if the tenant consents to the entry at the time of entry.

27. (1) A landlord may enter a rental unit in accordance with written notice given to the tenant at least 24 hours before the time of entry under the following circumstances:

1. To carry out a repair or replacement or do work in the rental unit.
2. To allow a potential mortgagee or insurer of the residential complex to view the rental unit.
3. To allow a person who holds a certificate of authorization within the meaning of the Professional Engineers Act or a certificate of practice within the meaning of the Architects Act or another qualified person to make a physical inspection of the rental unit to satisfy a requirement imposed under subsection 9 (4) of the Condominium Act, 1998.
4. To carry out an inspection of the rental unit, if,
 - i. the inspection is for the purpose of determining whether or not the rental unit is in a good state of repair and fit for habitation and complies with health, safety, housing and maintenance standards, consistent with the landlord's obligations under subsection 20 (1) or section 161, and
 - ii. it is reasonable to carry out the inspection.
5. For any other reasonable reason for entry specified in the tenancy agreement.

Changing Locks



24. A landlord shall not alter the locking system on a door giving entry to a rental unit or residential complex or cause the locking system to be altered during the tenant's occupancy of the rental unit without giving the tenant replacement keys.



Assignment of Tenancy

95. (1) Subject to subsections (2), (3) and (6), and with the consent of the landlord, a tenant may assign a rental unit to another person.

Landlord's options, general request

(2) If a tenant asks a landlord to consent to an assignment of a rental unit, the landlord may,

- (a) consent to the assignment of the rental unit; or
- (b) refuse consent to the assignment of the rental unit.

Landlord's options, specific request

(3) If a tenant asks a landlord to consent to the assignment of the rental unit to a potential assignee, the landlord may,

- (a) consent to the assignment of the rental unit to the potential assignee;
- (b) refuse consent to the assignment of the rental unit to the potential assignee; or
- (c) refuse consent to the assignment of the rental unit.

Refusal or non-response

(4) A tenant may give the landlord a notice of termination under section 96 within 30 days after the date a request is made if,

- (a) the tenant asks the landlord to consent to an assignment of the rental unit and the landlord refuses consent;
- (b) the tenant asks the landlord to consent to an assignment of the rental unit and the landlord does not respond within seven days after the request is made;
- (c) the tenant asks the landlord to consent to an assignment of the rental unit to a potential assignee and the landlord refuses consent to the assignment under clause (3) (c); or
- (d) the tenant asks the landlord to consent to an assignment of the rental unit to a potential assignee and the landlord does not respond within seven days after the request is made.

Same

(5) A landlord shall not arbitrarily or unreasonably refuse consent to an assignment of a rental unit to a potential assignee under clause (3) (b).

Same

(6) Subject to subsection (5), a landlord who has given consent to an assignment of a rental unit under clause (2) (a) may subsequently refuse consent to an assignment of the rental unit to a potential assignee under clause (3) (b).

Charges

(7) A landlord may charge a tenant only for the landlord's reasonable out-of-pocket expenses incurred in giving consent to an assignment to a potential assignee.

Minimizing Losses

16. When a landlord or a tenant becomes liable to pay any amount as a result of a breach of a tenancy agreement, the person entitled to claim the amount has a duty to take reasonable steps to minimize the person's losses.



Offenses Under 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

234. A person is guilty of an offence if the person,

- (a) enters a rental unit where such entry is not permitted by section 26, 27 or 142 or enters without first complying with the requirements of section 26, 27 or 142;
- (b) fails to make an evicted tenant's property available for retrieval in accordance with subsection 41 (3);
- (c) gives a notice to terminate a tenancy under section 48 or 49 in contravention of section 51;
- (d) requires or receives a security deposit from a tenant contrary to section 105;
- (e) fails to pay to the tenant annually interest on the rent deposit held in respect of their tenancy in accordance with section 106;
- (f) fails to apply the rent deposit held in respect of a tenancy to the rent for the last month of the tenancy in contravention of subsection 106 (10);
- (g) fails to repay an amount received as a rent deposit as required by subsection 107 (1) or (2);
- (h) fails to provide a tenant or former tenant with a receipt in accordance with section 109;

- (i) fails to provide the notice in the form required under section 114 or gives false information in the notice;
- (j) requires a tenant to pay rent proposed in an application in contravention of subsection 126 (5);
- (k) fails to provide information on the total cost of utilities in accordance with subsection 128 (2);
- (l) charges or collects amounts from a tenant, a prospective tenant, a subtenant, a potential subtenant, an assignee or a potential assignee in contravention of section 134;
- (s) charges an illegal contingency fee in contravention of subsection 214 (1);
- (t) fails to comply with any or all of the items contained in a work order issued under section 225;
- (u) obstructs or interferes with an inspector exercising a power of entry under section 230 or 231 or with an investigator exercising a power of entry under section 231;
- (v) furnishes false or misleading information in any material filed in any proceeding under this Act or provided to the Board, an employee or official of the Board, an inspector, an investigator, the Minister or a designate of the Minister;
- (w) unlawfully recovers possession of a rental unit;
- (x) charges rent in an amount greater than permitted under this Act; or
- (y) contravenes an order of the Board that,
 - (i) orders a landlord to do specified repairs or replacements or other work within a specified time, or
 - (ii) orders that a landlord, a superintendent or an agent of a landlord may not engage in any further activities listed in paragraphs 2 to 6 of subsection 29 (1) against any of the tenants in a residential complex.

FEDERATION OF METRO TENANTS' ASSOCIATIONS



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Canadian Union of Public Employees

Made with Union Labour