

2019

Tenant Guide



Bhutila Karpoche

MPP / Députée / གྲོས་ཚོགས་འཕུས་མི།

Parkdale—High Park

Fighting for Tenants

Dear Neighbour,

It is a privilege to be your voice and to represent our community of Parkdale–High Park in the Ontario Legislature. Our community one of the most diverse in the country and protecting and expanding affordable housing will help ensure that we remain a diverse part of Toronto. I am committed to this fight. **Housing is a human right!**

As you may know, Parkdale–High Park has one of the highest rates of tenancy in the province, and the issues of tenants are of particular concern to me. There are many challenges that can present themselves when you are renting. It is my hope that my 2019 Tenant Guide helps you navigate those challenges.

We are in the midst of an affordable housing crisis, and because of that, it's vital that tenants know how to protect themselves. Many tenants are seeing costs increase rapidly. In this guide, we are providing useful information so that you, as a tenant, can make sure your landlord is not breaking the rules.

I want you to know that my office is here to support you. Tenants' rights are essential to a healthy and vibrant community, and my office is more than happy to assist you with any issue you might have. We can help with many tenancy-related issues, from forming a tenants' association to helping tenants organize to fight back against above-the-guideline increases (AGIs). No matter the issue, please do not hesitate to reach out to my office. We are here to help.

Sincerely,



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Rent Control

Following the passage of *Bill 57, Restoring Trust, Transparency and Accountability Act, 2018* there has been a change to the way that rent controls will be administered in Ontario. **Any unit occupied for the first time after November 15th, 2018 will now be exempt from rent control rules.** This means that if a unit has not been previously occupied, your landlord can legally raise your rent by any amount after a year of your tenancy.

In these units, rent can still only be raised **once a year** and your landlord must provide you with **90 days notice prior to any increase.**

For a technical breakdown you can find the changes in Schedule 36 of Bill 57: www.ola.org/sites/default/files/node-files/bill/document/pdf/2018/2018-12/b057ra_e.pdf

Rent Increase Guideline

If your unit is covered by the Residential Tenancies Act (2006) and not affected by the changes outlined above, your **rent increase in 2019 will be capped at 1.8%**, unless special permission is granted by the Landlord and Tenant Board.

For more information:

[www.sjto.gov.on.ca/documents/ltb/Brochures/2019%20Rent%20Increase%20Guideline%20\(EN\).html](http://www.sjto.gov.on.ca/documents/ltb/Brochures/2019%20Rent%20Increase%20Guideline%20(EN).html)

Standard Lease

Starting April 30th, 2018, most landlords must now use the standard lease template for all new leases. This is applicable in all cases, except: mobile home parks, land lease communities, most social and supportive housing, co-operative housing, care homes, and certain other special tenancies.

The standard lease can be found on the Ministry of Municipal Affairs and Housing Website: www.mah.gov.on.ca/Page18704.aspx

Short Term Rentals

Short Term Rentals are becoming increasingly common in Toronto with many apps allowing people to rent out units for short stays within the city. In January 2018, the City of Toronto passed rules to govern how these units may be rented out. These rules have been appealed to the Local Planning Appeal Tribunal (LPAT) and as such are not currently being enforced.

If these rules are upheld at the LPAT, some of the following rules will come into effect:

- Only principal residences will be allowed to be listed for renting;
- Secondary suites will only be allowed if rented out by the principal resident of the secondary suite;
- People can rent up to three bedrooms or an entire residence;
- An entire home can only be rented out a maximum of 180 nights per year;
- People who rent their home must register with the City and pay a \$50 fee.

A comprehensive list of rules can be found at: www.toronto.ca/community-people/housing-shelter/rental-housing-standards/short-term-rentals/



The Residential Tenancies Act (RTA)

Coming into effect on January 31st 2007, the RTA is the legislation that governs most landlord/tenant arrangements in private market rental housing in Ontario.

The RTA covers almost every aspect of tenancy and sets regulations regarding:

- Rent collection;
- Repairs and maintenance;
- Rent increases and reductions;
- Tenant selection;
- Tenant responsibilities;
- Eviction and lease termination;
- Landlord access to unit;
- And more...

The Residential Tenancies Act **applies to you** if you are renting:

- ➔ In a condominium, house, apartment building, or rooming house;
- ➔ In a retirement home or permanent assisted living facility;
- ➔ In subsidized housing (except for rules covering rent and rent increases).

The Residential Tenancies Act **may not apply to you** completely if you are renting:

- ➔ In a student residence, or other institutional facility;
- ➔ In a hospital or emergency shelter;
- ➔ In a hotel, or other temporary accommodation;
- ➔ In accommodations where you are sharing a kitchen or bathroom with the landlord or a member of their immediate family;
- ➔ In jail.

You can find a full draft of the updated Residential Tenancies Act at the following link: www.ontario.ca/laws/statute/O6r17



Types of Rental Housing

Private Apartment Units

Most renters live in private apartment units. These can range from basement apartments to an apartment in a large apartment building, or even to a unit located above a shop. Your landlord is simply the person or corporation that owns the suite that you are renting.



Non-Profit Housing

Non-profit housing units are typically managed by three groups: public housing (managed by government agencies), co-operative housing boards, or third-party non-profits.

If you live in public housing in Toronto, it will most likely be managed by Toronto Community Housing Corporation (TCHC). If you are looking to move into TCHC or are already a tenant, you can find resources here: www.torontohousing.ca

Rooming Houses

Rooming houses are units with shared accommodation. If you share your kitchen, bathroom and common areas with other tenants, then you are living in a rooming house. Rooming houses must be licensed by the City of Toronto and are subject to standards set out by Municipal Licensing and Standards.

Condo Rentals

Condominium rentals are becoming more and more common in Parkdale–High Park and are governed slightly differently than other rental options. Specifically, when you are renting a unit in a condominium, you must adhere to rules that are made by the building’s board of directors. This means that some protections you have in another unit might not apply.

Example: condo boards may ban pets, while landlords in other buildings cannot.

Common Disputes

Pets

While a landlord can refuse to rent to a person who has a pet, they cannot evict a tenant for having a pet. This is true even if the tenant has agreed to not have a pet in their lease. Any such clause is void. There are specific cases where a landlord can evict a tenant for having a pet, most commonly when the pet:

- is considered ‘inherently dangerous’;
- makes too much noise;
- damages the unit;
- gives other tenants allergic reactions;
- lives in a condominium that does not allow pets.



In Toronto, you are allowed up to 3 dogs, and 6 cats per household.

Entry Notice

In order for the landlord to enter the unit of the tenant they must provide written notice 24 hours in advance. The landlord must have a valid reason for the entry.

These can include:

- To repair the unit;
- To carry out a reasonable inspection of the unit;
- For another reason specified in the tenancy agreement.

Some cases when the landlord may enter without 24 hours of notice:

- The tenant consents at the time of entry;
- In cases of emergency;
- If there is an agreement between the landlord and tenant for the landlord to clean the unit at regular intervals.

For a complete breakdown of entry notice rules, please refer to the RTA Sections 26 and 27.

Meter Installation

If a landlord wishes to transfer electricity costs to the tenant, they must:

- Get the tenant's consent in writing;
- Tell the tenant how much their rent will be reduced if the tenant agrees to this change;
- Give the tenant information on how much this change will cost them and information about the provider.



If you are an existing tenant who is not paying electricity, **you do not have to agree to this change.**

Acceleration Clause

A provision in a tenancy agreement stating that all or part of the remaining rent becomes due if a tenant fails to pay rent or violates another part of their lease. **Any such clause is VOID and unenforceable.**

Damage Deposit

Landlords **cannot** collect a damage deposit to pay for damage done to the unit.

Key Deposit

Landlords **can** collect a key deposit, but must follow the following rules:

- ➔ The deposit must be refundable;
- ➔ The amount of the deposit is not more than the cost of the keys.



Rent Deposit

Landlords **can** collect a rent deposit as long as they ask for it on or before the day that the tenant enters into a tenancy agreement. This deposit cannot be for more than one month's rent. This deposit must be used to pay for the last month's rent. **It cannot be used to pay for damages to the unit.**

Pressure to Sign New Lease

After 12 months of tenancy, tenants have the right to move to a month-to-month rental agreement. Landlords cannot force a tenant to sign a new lease. This lease will continue with the same terms and conditions and is subject to allowable rent increases.

Subletting

Tenants **are allowed** to sublet their units if they have a valid reason and have the landlord's permission to do so. The tenant must provide the reason to the landlord, and also the term of the sublet, prior to getting approval.

Landlords must have reasonable grounds to refuse a sublet. If the tenant believes that the landlord is being unreasonable in their refusal to sublet the unit, they can file an application with the Landlord Tenant Board.

Heating

In the City of Toronto, landlords are required to provide heating to a minimum of 21 degrees Celsius between September 15th and June 1st of each year. This applies only to inside the dwelling and not to common areas such as stairwells or elevators.

Cooling

In the City of Toronto, if there is an air conditioner supplied by the property owner, they must maintain a maximum temperature of 26 degrees Celsius between June 2nd and September 14th of each year. While landlords must repair a broken air conditioner, there is no requirement for a landlord to install an air conditioner if there is not one already in the unit.



Air Conditioner Fees

Air conditioning fees have been a hot issue as of late for many tenants in Parkdale–High Park. Here's some information to consider.

A landlord cannot introduce a charge for something that has previously been included in your rent. So if you have not previously

been charged for your air conditioner, your landlord cannot add this charge onto your rent.

A landlord may only increase your rent for using an air conditioner if:

- ➔ Both the tenant and landlord agree to it;
- ➔ If such a charge is outlined in the rental agreement;
- ➔ If you have an agreement that you need written permission from your landlord to install an air conditioner.

If the landlord qualifies for an additional fee for air conditioning, then it must be a monthly charge tied to the rent of the tenant. This means that the landlord may not charge a tenant a “one-time fee,” but rather a monthly fee included in the rent.

If you are subject to such a rent increase, you may challenge it at the Landlord Tenant Board. The landlord will need to prove their case in order to enforce this rent increase.

Tenant Responsibilities

In a healthy landlord-tenant relationship, tenants should follow through on their obligations under their lease. Here are some responsibilities for tenants:

- ➔ Tenants are responsible for keeping their unit clean;
- ➔ Tenants must not alter the locks on their unit without the permission of the landlord;
- ➔ Tenants must pay their rent on time;
- ➔ Tenants should not make excessive noise, or in other ways interfere with other tenant’s reasonable enjoyment of their own units;

- ➔ Tenants must not tamper with or remove smoke alarms;
 - ➔ Tenants must give 60 days notice before moving out.
-

Tenant Organizing

In buildings where tenants are organized, tenants have much more capacity to advocate for themselves. Working collectively will amplify your voice and will make a positive resolution much more likely. There are a number of groups in Toronto who can help you with organizing in your building and providing tenants with more information about their rights.



Parkdale Organize

Parkdale Organize is a membership-based group of working class people who organize to build neighbourhood power in Parkdale. Where landlords, bosses, or the state exploit or abuse us, we organize to defend, inform, educate and empower our neighbours to collectively improve our conditions. We want to build working class organizations independent of politicians and social service providers. Find out more at parkdaleorganize.ca

High Park Tenants Association

The High Park Tenants' Association (HPTA) is a volunteer tenant group that works on behalf of the tenants to improve the welfare, safety and quality of life of its members as residential tenants. Find out more at hpta.ca

ACORN (Association of Community Organizations for Reform Now)

ACORN has been active in Toronto since 2004 and is a non-profit membership organization comprised primarily of tenants. While their organizing scope goes beyond tenant issues, they have spearheaded many campaigns on housing. You can reach Toronto ACORN at 416-461-9233 or acorncanada.org

FMTA (Federation of Metro Tenants Association)

The FMTA is also a non-profit organization and has been advocating for tenant rights in Toronto since 1974. The FMTA works diligently to help support tenants facing above-the-guideline rent increases (AGIs) and can help you form a tenants association to advocate for your rights. The FMTA's website is a treasure trove of information and can be found at www.torontotenants.org

You can reach their tenant hotline at: 416-921-9494

My Office

I encourage you to call my office if you have any questions about organizing a tenants association. My staff would be more than happy to help support your effort to organize in your building.

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Tenant Rights

As a tenant, you may experience violations of your rights. Here are some key things to watch out for:

- ➔ You are absolutely allowed to form a tenants association. Your landlord cannot interfere with a tenant attempting to organize or participate in a tenants association;
- ➔ Your landlord cannot shut off your electricity or gas supply;
- ➔ Your landlord cannot seize your property;
- ➔ Your landlord may not change your locks unless they have a written eviction notice, executed by a sheriff;

These are just some of the challenges you may face. If you believe that your rights are being violated, please call our office at 416-763-5630 for support.

In some cases, your rights could be violated before you move in, during the application process. As a prospective tenant, you have the right to not be discriminated against. This means that a landlord cannot refuse to rent to you on the basis of race, age, sex, religion, sexual orientation, ancestry, ethnic origin, or your place of origin. A landlord cannot refuse to rent to you because of your marital status or if you are a parent.

These rules are set out in the Ontario Human Rights Code.

If you have reason to believe that a prospective landlord has discriminated against you, please reach out to the **Centre for Equality in Accommodation**: 1-800-263-1139 or 416-944-0087. For more information: www.equalityrights.org/cera

RentSafeTO

RentSafeTO is a bylaw enforcement program designed to force landlords to properly maintain their buildings. This program applies to all apartment buildings in the City of Toronto with three or more storeys and 10 or more units.

This program does not apply to rented condo units. In these cases, issues should be directed to the individual unit owner before contacting 311.

Key Mandates of RentSafeTO:

➔ Tenant Notification Boards:

- ▶ Buildings must have a tenant notification board in a central location in the building. These boards may be electronic as long as all information may be read easily by tenants.

➔ Common Area Cleaning Plans

- ▶ Landlords are required to inspect common areas daily for cleanliness and every 30 days for pests. They must have a plan for how often they will clean the building, and as a tenant, you can request to see this plan at any time.

➔ Maintenance Compliance

- ▶ Landlords must track all tenant service requests and respond to urgent requests within 24 hours;
- ▶ If landlords do not comply with maintenance standards, RentSafeTO officers can take significant action. These actions could include issuing compliance orders and court charges, which can lead to substantial fines. If the landlord continues to be noncompliant, the City can hire private contractors to perform repairs themselves and bill the landlord through their property taxes.

If you become aware that your building is not complying with one or more regulation, laid out in the RentSafeTO bylaw, you should immediately **contact 311 for the RentSafeTO team.**

- ➔ More Information on RentSafeTO can be found at:
www.toronto.ca/community-people/housing-shelter/rental-housing-standards/apartment-building-standards/rentsafeto-for-tenants
 - ➔ 416-396-7228
 - ➔ RentSafeTO@toronto.ca
-

Pests

Landlords are responsible for maintaining a unit that is free of pests.

To this end, any landlord who is aware of the presence of pests must:



- ➔ Eliminate pests and prevent their spread into other portions of the property;
- ➔ Inspect any area of the property within 72 hours of receiving any information about the presence of pests in that portion of the property;
- ➔ Hire the services of a **professional** pest control company licensed by the Ministry of Environment, if required;
- ➔ Keep pest management records and post them on tenant notification boards;
- ➔ Not allow the rental of any unit to a new tenant where there is a confirmed presence of pests.

How can Tenants Prevent Pests?

- ➔ Keep your unit free of clutter;
- ➔ Vacuum often under rugs and furniture;

- Don't leave water standing around – in cups, bowls or sinks;
- **Never** bring in mattresses or furniture from the trash;
- Clean containers before putting them in the trash;
- Do not leave food out overnight;
- Check under sinks for areas of moisture and ensure pipes are not leaking.



Key Note: Tenants must allow their landlord to treat their unit for a pest infestation. Landlords must give their tenants advance notice and inform them of how to prepare their unit for treatment (ie: moving furniture and emptying cupboards).

Bed Bugs

Of all potential infestations, bed bugs are the most feared. Bed bugs can affect anyone and are not something to be embarrassed about. The key to treating a bed bug infestation is quick action.

SIGNS OF BEDBUGS

Bed bugs can leave telltale signs of their presence. Things to watch out for include:

- Blood and fecal stains on sheets or pillow cases;
- Bites on the arms, legs, neck or face;
- Cast skins in bed crevices and fabric folds.

As soon as bed bugs are detected, report it to your landlord. Landlords are responsible for providing and paying for the costs of treatment. Effectively dealing with bed bugs requires professional intervention.

Moving Out

When you are moving out of your apartment, you must give your landlord written notice in advance.

Moving out at the end of your lease

If you are planning on moving out at the end of your lease, you must give your landlord at least **60 days written notice** that you are planning on ending your tenancy.

Moving out before the end of your lease

If you plan on moving out before the end of your lease, you can ask the landlord to sign an agreement to terminate your tenancy. However, your landlord is under no obligation to sign such an agreement. If your landlord refuses to allow you to terminate your tenancy, you may sublet or assign your apartment for the remainder of your lease. Your landlord must cooperate with your effort to sublet or assign the apartment. You must provide **60 days written notice** to your landlord of your intention. In this case, you are entitled to recover your rent deposit including any accrued interest, or apply it to your last months rent.

Moving out as a month-to-month tenant

If you are a month-to-month tenant, (you have not signed a lease or did not renew your existing lease) you must give your landlord **60 days written notice** that you are planning on ending your tenancy. The one exception to this is if you pay your rent on a weekly basis, you only need to give 28 days written notice.



Key Note: You do NOT have to move out when your lease expires. You automatically become a month-to-month tenant.

Eviction

There are conditions under which a landlord may terminate a tenant's lease.



Key Note: As soon as you are informed that you are facing eviction, reach out to see what options are at your disposal. Calling the FMTA's Tenant Hotline at 416-921-9494 is an important first step.

Termination at end of lease

There are conditions under which a landlord can end your tenancy at the end of your lease without error on the part of the tenant.

Most commonly:

- The landlord “in good faith” needs to move into the unit, or needs to move an immediate family member into the unit;
- The property is sold, and the building is not more than three units;
- The property is sold and the new landlord wants to move into the apartment. This applies most often in rentals in condominiums.

Eviction for Cause

There are a number of actions on the part of the tenant that can result in eviction. Most commonly:

- Non-payment of rent;
- Committing illegal acts in the apartment;
- Misrepresentation of income, if receiving social assistance;
- Overcrowding;
- Causing significant damage in the apartment;

- Putting other tenants in danger;
- Unauthorized renovations or demolition;
- Interfering with the reasonable enjoyment of neighbours (this could include making excessive noise);
- Keeping a pet that is making excessive noise, damaging the apartment, or is considered dangerous.

Once you are served a notice of eviction stating the reason for your eviction, you have the opportunity to pursue remedies within 7 to 14 days of receiving the notice.

For some causes of eviction there are simple remedies:

- **Interference of Reasonable Enjoyment:** stop the offending behaviour within **7 days**.
- **Non-Payment of Rent:** pay rent within **14 days**.
- **Overcrowding:** reduce the number of people within **7 days**.
- **Damage:** fix the damage or pay the cost of repair within **7 days**.

Eviction Process

If no remedies are taken then the landlord can move forward with the eviction process. This process begins with the landlord applying for an eviction order. These are issued by the Landlord and Tenant Board.

The Landlord and Tenant Board will mail you a notice to inform you that an eviction application has been filed against you. At this point the landlord must also present you a Notice of Hearing which will tell you the time and the place of your eviction hearing.

At your Landlord and Tenant Board hearing, you will be provided with duty council or you may provide your own council. It is vital that you attend your hearing and make your case against your eviction if you want to stay in your unit. At this point you may also request mediation.

If the Board rules in favour of the landlord, then the eviction process will begin. They will issue an Eviction Order that must be executed by a Sheriff. The landlord may not evict a tenant themselves. You will be mailed a Vacate Notice. This will inform you of the date on which you need to vacate the unit. Once you are evicted you will have **72 hours to retrieve your property**. After this the landlord will assume possession of your property.

Rent Increases

Guideline Increase

For 2019, the rental increase guideline is set at 1.8%. This means that if you paid \$1000 per month in 2018, your rent can be increased to \$1018. Your landlord must give you 90 days notice prior to your rent being increased.

Above the Guideline Increase FAQ

When can an Above Guideline Increase (AGI) be issued?

An AGI can be issued if the landlord incurs significant costs through capital expenditures, a significant increase in taxes, or increased security services provided in the building.

What is a “capital expenditure”?

A capital expenditure is money spent on a significant renovation, repair, replacement or new addition that has an expected benefit of at least five years. A capital expenditure that replaces an item that did not need replacing will not be eligible for an AGI.

What is not a “capital expenditure”?

Regular or routine maintenance work, work that is considered

substantially cosmetic in nature, or work that is designed to increase the level of prestige or luxury offered by the complex are not considered capital expenditures and cannot be used to justify an AGI.

How much can an AGI increase the rent?

An AGI can raise your rent 3% on top of the 1.8% guideline increase. This means the maximum your rent can be increased in 2019 is 4.8%.

Can you fight an AGI?

Yes! You can fight an AGI. Tenants who wish to challenge an AGI can file at the Landlord and Tenant Board. You are legally entitled to see your landlord's documents before your hearing. If you wish to challenge an AGI, you should reach out to the Federation of Metro Tenants Association at 416-921-9494.

My unit is in disrepair! Will I have to pay an AGI?

If your unit is being seriously affected by a maintenance issue, you may be exempt from an AGI.

Where can I get more information?

The Landlord and Tenant Board has a great wealth of resources about AGIs. One key document can be found here:
[www.sjto.gov.on.ca/documents/ltb/Brochures/Information%20about%20AGI%20Applications%20\(EN\)%20Revised_June12_2018.pdf](http://www.sjto.gov.on.ca/documents/ltb/Brochures/Information%20about%20AGI%20Applications%20(EN)%20Revised_June12_2018.pdf)

Before Moving In

Review the terms of the lease carefully

Make sure you know what you are signing up for. Read your lease carefully and make sure you are not in for any surprises. If you have any difficulty understanding your lease, it would be a good idea to have a legal professional review the lease for you. Keep in mind that anything in your lease that violates the Residential Tenancies Act will be considered null and void.



Ask around

Often times the best source of information are the locals. If you are moving into a new apartment, it is a good idea to ask existing tenants what it's like to live there. Key questions to ask:

- ➔ How long do repairs normally take?
- ➔ Have you been given an AGI?
- ➔ Are common areas normally kept clean?
- ➔ What do you like best about the building?
- ➔ What would you want to change about the building?
- ➔ Are there heating/cooling issues in the building?
- ➔ Are the elevators reliable?
- ➔ Is the building noisy? Are the units well soundproofed?

Look up the building online

While there is a lot of great information to be found by asking around, you can also find information online. Through the city of Toronto website you can see all service requests that have been made at your building in the last few years. Link here: app.toronto.ca/InvestigationActivity/setup.do?action=init

Ask about pest issues

Make sure to find out about any pest issues that have sprung up in the building. It is illegal for a landlord to knowingly rent a unit with an existing pest issue, but knowing about the general state of the building is just as important.

Find out if there is a tenants association

Tenant associations are an important tool of tenant advocacy. If there is an existing tenants association, then you will be in a stronger position to advocate for your rights as a tenant. If there is no tenants association, consider starting one when you move in!

Inspecting the unit

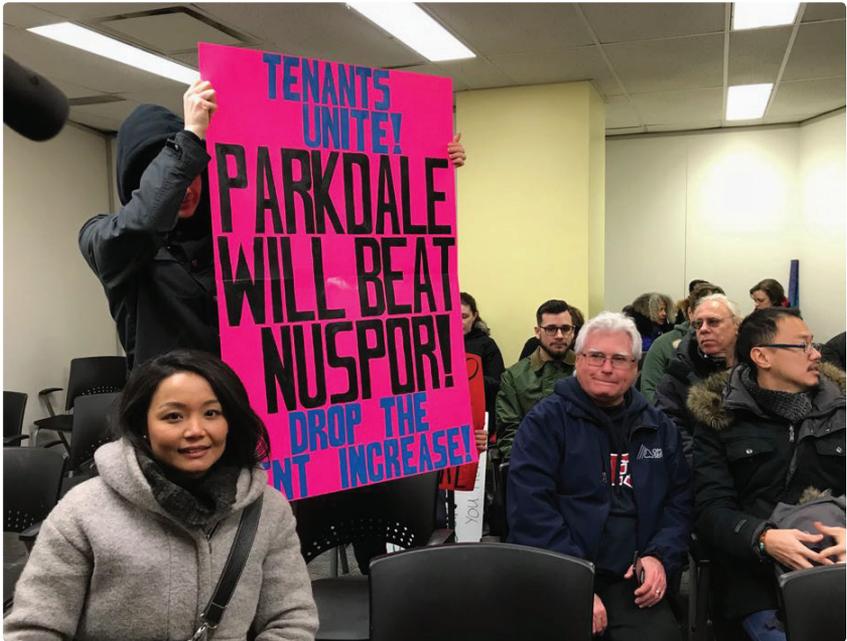
When you are viewing an apartment, there are a few things that you should watch for, to ensure that you are not moving into a unit with many existing problems.

- ➔ Look for water damage in the bathroom and kitchen;
- ➔ Check to see if the windows or doors are drafty;
- ➔ Check the condition of the appliances;
- ➔ Make sure the cupboard doors are sturdy;
- ➔ Check water pressure in the kitchen and bathroom;
- ➔ Check for mold in the kitchen, bathrooms, and around windows;
- ➔ Test outlets to ensure they are in working order.

Get it in writing!

Finally, make sure that you get everything in writing. This will protect you in the case of a breakdown in the relationship between you and your landlord. Things to get in writing include:

- A signed copy of the lease;
- Any repairs the landlord promises to make before you move in;
- Contact information for the landlord;
- Receipts: for any money that you pay to your landlord, you should receive a receipt and file it.





Tenant FAQs

I moved into a unit in disrepair. Do I have to pay for repairs?

No. Even if you have agreed to take a unit “as is” the landlord is obligated to provide and pay for repairs.

I’ve lived in my apartment for 5 years and my landlord wants me to sign a new lease. Can they make me?

No. After you have signed your original lease, your landlord cannot force you to sign a new one. After your lease expires, you simply become a month-to-month tenant.

I can smell my neighbour smoking. What can I do?

Legally your neighbour can smoke in their own private home. However, they are not allowed to do so to the extent that they are impacting your reasonable enjoyment of your own unit. The first step is to take this matter up with your landlord, who can hopefully mediate the situation. If this is not successful, you can take the matter to the Landlord and Tenant Board, who will review your case.

I just moved a month ago and my landlord wants to increase my rent. Is this legal?

No. Your landlord can only increase the rent every 12 months, and they must give you 90 days notice of any rental increase.

I’m looking for an apartment for me and my child and I’ve come across an “adults only” building. Is this allowed?

This is not allowed. Landlords are not allowed to refuse to rent to

you for having a child. Buildings that are deemed “adults only” are in violation of the Ontario Human Rights Code.

I moved in a year ago and now my landlord is demanding I get tenant insurance. Do I have to?

No. Unless it is explicitly stated in your lease that you need to purchase tenant insurance, your landlord cannot force you to do so.

I need repairs in my unit. What should I do?

The first step should be to bring up this issue with your landlord. Put your maintenance request in writing and give it to your landlord. Keep a copy for yourself and note down the date that you handed in the request. If the landlord continues to not do your repairs, please call 311 and report the issue.

I’m moving into a unit and they’re charging me double what they charged the last tenant. Is this allowed?

Yes. There are no restrictions on how much a landlord can raise the rent between tenants.

My lease states that I am not allowed any animals, but I’ve just bought a dog. Can my landlord evict me?

Your landlord cannot evict you. Even if your lease states that you are not allowed to have a pet, such a clause in a lease is not enforceable, as it is overridden by the Residential Tenancies Act. Your landlord may only proceed with an eviction process if your pet is causing significant damage to the unit or building, or endangering other tenants.



Please note: This document was prepared with a great deal of care, but it does not constitute legal advice. Tenants are encouraged to seek independent legal advice or to consult the resources identified in this document as individual cases may vary.



Key Contacts

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🌐 tdsb.on.ca/ward7

Teresa Lubinski **TCDSB Trustee for Ward 4**

☎ 416-512-3404
✉ teresa.lubinski@tcdsb.org
🌐 tcdsb.org/Board/TrusteesoftheBoard/Ward4Trustee

Landlord and Tenant **Board of Ontario**

☎ 416-645-8080
✉ ltb.gov.on.ca

Federation of Metro **Tenants Association**

☎ 416-921-9494
🌐 torontotennants.org

Toronto ACORN

☎ 416-461-9233
🌐 acorncanada.org

Advocacy Centre for **Tenants Ontario**

🌐 acto.ca

Legal Aid Ontario

☎ 1-800-668-8258
🌐 legalaid.on.ca/en

Community Legal **Education Ontario**

🌐 cleo.on.ca/en

City of Toronto **Inquiries Line**

☎ 3-1-1
✉ 311@toronto.ca



RentSafeTO

☎ 416-396-7228
✉ rentsafeto@toronto.ca

Centre for Equality Rights in Accommodation

☎ 416-944-0087 Ext 1
✉ cera@equalityrights.org
🌐 equalityrights.org/cera

Toronto Rent Bank

☎ 416-924-2543 Ext 226
🌐 nipost.org/toronto-rent-bank

Toronto Community Housing

☎ 416-981-5500
✉ help@torontohousing.ca
🌐 torontohousing.ca

Ontario Human Rights Commission

☎ 416-326-9511 ✉ info@ohrc.on.ca
🌐 ohrc.on.ca

Housing Connections

🌐 housingconnections.ca

West Toronto Community Legal Services

📍 1032 Bloor Street West
(near Bloor and Dufferin)
☎ 416-531-7376
🌐 wtcls.org

Parkdale Community Legal Services

📍 1266 Queen St W
☎ 416-531-2411
🌐 parkdalelegal.org

Evangeline Residence (women's shelter)

📍 2808 Dundas St West
☎ 416-762-9636
🌐 [torontohhs.org/shelters/
evangeline-residence/](http://torontohhs.org/shelters/evangeline-residence/)

Dixon Hall Neighbourhood Services (women's 24 hour respite shelter)

📍 201 Cowan Ave.
☎ 416-901-8314



Bhutila Karpoche

MPP / Députée / རྒྱུ་མཚན་གསུམ་མི།
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Contact us

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