

2021

Tenant Guide

New
Edition!



**Bhutila
Karpoche**

MPP for Parkdale—High Park

Fighting For Housing Fairness

Dear Community,

This is now the second edition of my tenants' guide, and this year it is being released during an unprecedented pandemic.

COVID-19's impact in our community cannot be overstated, and it has exposed the great chasms in our social safety net. From the crisis in long-term care, to the continued housing crisis here in Toronto – the pandemic's impact has been genuinely devastating.

The economic impact of COVID-19 has meant that many people have not been able to keep up with their rent or mortgage payments and are now facing a backlog of unpaid rent or foreclosure, and financial hardship. We have also seen an exodus from our city, with Toronto's population growth slowing greatly being forced to leave behind the communities they have known most of their lives.

We must fight for affordable, inclusive, and accessible communities here in Parkdale—High Park and across Ontario.

That means we must build more affordable and sustainable housing across this province, and make sure that everyone who needs a home can find one.

Housing is a Human Right.

In this guide you will find the newest updates to housing regulations in our city, and it is my sincere hope that the information presented here will be useful in protecting your rights as a tenant.

I also want you to know that my office is here to support you. We are ready to assist and connect you with available resources. Please do not hesitate to reach out.

Sincerely,



Bhutila Karpoche

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Message to Condo Owners

Tenants make up over 60% of our Parkdale—High Park community.

However, many here are also condo owners. We are no strangers to the frustrations many condo owners experience. From a lack of transparency in Ontario's Condominium Act, to the weakness of the Condominium Tribunal, there are many regulatory changes that must be made to condominium governance in Ontario.

Right here in our community, one of the most reported issues I hear about from many condo owners is the issue of overdevelopment.

Of course, we need more housing in our city, and that means more development, but at the same time we need equitable and environmentally responsible development. We need development that is matched with the necessary infrastructure to support the diverse needs of our residents. We need development that does not threaten the heritage of our community and the very buildings, small businesses, laneways and green spaces that are integral to our community's identity, look and feel. We need development that is accessible.

Right now, in High Park, Bloor West, and Parkdale especially, we are seeing excessive new development and effectively no real affordable housing or additional community benefits. We are also seeing development happening with little to no real community input. This is not acceptable.

Irresponsible development is becoming more common, and in recent months we have seen a rapid expansion in the use of Minister's Zoning Orders (MZOs) from the provincial government, a controversial tool that allows the government to override local jurisdictions to permit development that would not have been otherwise allowed. Along with this, we have seen development projects being pushed forward in heritage sites and other places of significance in our communities. I cannot sufficiently underscore the negative impact this has on our environment, as well as the walkability and overall safety of our communities.

You have my word that I will continue to work to protect our greenspaces and our heritage sites from overdevelopment. These spaces have always been important, but especially now during this pandemic we need spaces to safely go for a walk for our physical and mental health.

If any of these concerns are key to you please reach out to me at BKarpoche-CO@ndp.on.ca.

Sincerely,

Bhutila Karpoche, MPP for Parkdale—High Park

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Key Information for 2021

2021 Rent Regulations

Due to the COVID-19 pandemic, guideline rent increases have been frozen until Dec 31, 2021. This rent freeze also includes units that have been occupied for the first time after November 15, 2018, that are not normally governed by the rent increase guideline. This freeze also applies to rent-geared-to-income units and affordable housing units created through provincial or federal funding.

Your landlord may give you notice of a rent increase in 2021, but it cannot be scheduled to begin before January 1, 2022.

For more: www.ontario.ca/page/residential-rent-increases

Above Guideline Rent Increases in 2021

Above Guideline Rent Increases (AGI) are still allowed during the rent freeze period, with a couple of exceptions. Any AGI approved before Oct 1, 2020 may be applied in 2021. Further, new AGIs can be approved by the Landlord and Tenant Board for capital repairs and security services – but not if they are for extraordinary increases in municipal taxes and charges.

Changes made in Bill 184

Compensation For Evictions

A landlord may evict a tenant in order to sell the unit to a new owner, if that owner, or their family, intends to move in themselves. They are now required to pay one month's rent in compensation to tenants for such evictions.

If a tenant is evicted due to demolition, renovations or repairs, then the landlord must pay compensation. The landlord is

already required to pay three months' rent if the property has five or more units. However, after Bill 184, if the property has less than five units, the landlord must pay one month's rent in compensation.

Moving Back in After Renovation

Landlords who evict tenants for repairs or renovations must give the tenant an opportunity to move back in at the same rent when the repairs or renovations are completed. If the tenant is not allowed to move back in, the landlord could previously be ordered to pay compensation up to the difference over a one-year period between the tenant's new rent and the old rent. This amount has now been changed to a maximum of one year's rent at the old rate.

For tenants who were denied the opportunity to move back in, they now have two years to file a claim, instead of one.

Issues at Eviction Hearings

When a landlord brings a case to the Landlord and Tenant Board (LTB) claiming unpaid rent, tenants may raise issues—such as failure to perform repairs—as reasons why they should not have to pay the full amount. However, tenants must now give advance written notice of their intent to raise issues in their defence before the hearing or they may not be able to have them considered.

Repayment Agreements

For applications for evictions based on unpaid rent after March 17, 2020, the LTB has been instructed to consider whether or not the landlord has attempted to negotiate an agreement with the tenant for the payment of the rental arrears.

Tenants who are offered repayment plans should carefully review them and seek advice from a legal clinic or the Tenant Duty Counsel at the LTB. A tenant is not required to sign an agreement (and should not agree to terms that they may not be able to meet)

and can present their own repayment plan to the landlord with terms that they can meet. If they cannot reach an agreement, the tenant should be prepared to explain why they were not willing to agree to the terms proposed by the landlord.

Bill 184 allows for an eviction order without a hearing if the tenant agrees to a repayment agreement but is not able to meet its terms.

Landlords Entitled to Compensation From Tenants

Landlords are now able to apply to the LTB to have tenants pay rent arrears or compensation for damages up to one year after the tenant moves out.

Landlords are now able to seek damages from current and former tenants if the tenants agree to pay utility costs but do not do so.

In addition to eviction, landlords may also seek damages from current and former tenants for interference with the landlord's reasonable enjoyment of the residential complex (or another lawful right, privilege or interest) caused by the tenant.

Rent Increases Without Legal Notice

A rent increase that is imposed without the legally required 90-days' notice will now become legal if the tenant continues to pay the increased rent for at least one year, and doesn't file an application to fight the increase.

Other Dispute Resolutions

The LTB may use "another dispute resolution" process in addition to mediation to settle disputes.

Short-Term Rental Regulations

- Short-term rentals **must** be registered with the City of Toronto.
- Short-term rentals can only be in someone's principal residence – that means the home they stay in, and the address that they use for bills, identification, and taxes.
- Short term rental operators must display their unique registration number on all advertisements and listings.
- Registered short-term rental operators will now be required to collect a four per cent Municipal Accommodation Tax.

For a full breakdown of the new rules: www.toronto.ca/community-people/housing-shelter/short-term-rentals

The Residential Tenancies Act (RTA)

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/06r17



Bhutla reviewing the 2020 budget.

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

An acceleration clause is 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 abide by 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 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 provide 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 people, they organize to defend, inform, educate and empower our neighbours to collectively improve our conditions. 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 because 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 regulations 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](http://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.

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 month's 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.

Compensation For Evictions

If a tenant is evicted in order to allow a new owner to move in to the unit, they are entitled to one month's rent in compensation.

If a tenant is evicted due to demolition, renovation, or repairs, then the landlord must pay compensation.

Termination 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 present you with 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 counsel 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.

If you believe you are being incorrectly evicted, please call my office at 416-763-5630.

Rent Increases

Guideline Increase

For 2021, the rental increase guideline has been frozen at 0%. This means that if you paid \$1000 per month in 2020, then your rent must not exceed \$1000 per month in 2021, unless an AGI has been applied.

Above the Guideline Increase FAQ

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

In 2021, an AGI can be issued if the landlord incurs significant costs through capital expenditures, or increased security services provided in the building. Once an AGI capital expenditure is paid off, the AGI has to be removed from your rent.

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 a maximum of 3% in any calendar year.

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.



Standard Lease

All landlords must 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

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 not a 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.



Bhutila speaking in the legislature.

Information for Condo Owners

Legal Governance of Condominiums

Condominiums in Ontario are governed by three laws:

The Condominium Act, 1998

- ➔ This Act regulates the operations and management of condo corporations.

Condominium Management Services Act, 2015.

- ➔ This Act establishes rules for condo managers and management companies.

Ontario New Home Warranties Plan Act, 1990.

- ➔ This Act establishes regulations for deposit protection, warranty programs, and dispute resolution with vendors.

Filing a Dispute

The Condominium Authority Tribunal is the body that has been established to resolve disputes between parties in Condominiums. Currently, it accepts applications involving:

- ➔ Pets and Animals
- ➔ Vehicles
- ➔ Parking and Storage
- ➔ Condominium Records
- ➔ Settlement Agreements

To learn more about the Condominium Authority of Ontario Tribunal, check out their website:
www.condoauthorityontario.ca/tribunal

Condo Managers

Condominium managers must be licensed by the Condominium Management Regulatory Authority of Ontario. If condo managers are found to have breached their code of ethics, they can be disciplined for their actions.

Construction and Renovations

Landlords are permitted to renovate and engage in construction at the buildings they own. Sometimes construction is required to make repairs, sometimes the purpose is to make superficial or other unnecessary changes to justify charging higher rents.

This construction can be quite disruptive to tenants. The RTA prohibits landlords from substantially interfering with the tenant's reasonable enjoyment of their rental unit or the residential complex where it is located. A tenant can apply to the Landlord Tenant Board for an abatement (reduction or repayment) of rent if construction or renovations have unreasonably interfered with their use or enjoyment of their rental unit. An abatement may be granted if the landlord has failed to:

- ➔ Provide 60 days' notice, or as much notice as possible for emergency repairs;
- ➔ Inform tenants about the type of disruptions they may experience and update tenants if anything changes;
- ➔ Take steps to minimize interference;
- ➔ Reasonably limit the length of the disruption; or,
- ➔ Abide by noise-control bylaws.

Loss of Services

If, after renovations or construction, a tenant's access to a service or facility has been permanently lost or reduced, they can apply to the Landlord Tenant Board for a permanent rent reduction. For example, this could be the case if they have lost access to a parking space or storage locker.



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 cannot pay rent due to circumstances related to COVID-19. Can my landlord still evict me?

Eviction enforcement has been banned for two short periods during the pandemic, and as of early 2021, has been tied to the Stay and Home order.

Can my landlord still have access to my apartment during the pandemic?

If the landlord has a valid reason for entering the unit, such as in the case of an emergency, a tenant cannot refuse to let the landlord in. However, the landlord must follow public health guidelines such as social distancing and wearing a mask.

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 you made the request. If your landlord fails to make the repairs in a timely fashion, call 311 or RentSafe and report the issue.

Can my landlord charge me late fees or penalties for late payments?

No. Landlords cannot charge their tenants late fees or other penalties for late payments.

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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✉ 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 Associations**

📞 416-921-9494
🌐 torontotenants.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

Consumers Reform Tarion

🌐 consumersreformtarion.com

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

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