Tribunals Ontario
Landlord and Tenant Board

Brochure: Information for New Tenants

(Disponible en français)

Landlords must provide this information to new tenants on or before the date the tenancy begins.

The Law

Most residential tenancies are covered by the *Residential Tenancies Act* (RTA). This law:

- gives landlords and tenants specific rights and responsibilities,
- provides rules for increasing the rent and for evicting a tenant, and
- creates the Landlord and Tenant Board (LTB).

Exemptions

Some rental units are not covered under the RTA. For example, the RTA does not apply:

- if the tenant must share a kitchen or bathroom with the owner, or the owner's family members
- if the unit is used on a seasonal or temporary basis

The role of the Landlord and Tenant Board is to:

- inform landlords and tenants about their rights and responsibilities under the RTA, and
- resolve disputes between landlords and tenants through **mediation** or **adjudication**, or by providing information.

Tenant Rights and Responsibilities

You have the right to:

- **security of tenancy** - You can continue to live in your rental unit until you give your landlord proper notice that you intend to move out, you and your landlord agree that you can move, or your landlord gives you a notice to end your tenancy for a reason allowed by the RTA.

  > **Important:** If your landlord gives you a notice to end your tenancy, you do not have to move out. Your landlord must apply to the LTB to get an order to evict you and you will have the right to go to a hearing and explain why your tenancy should not end.

- **privacy** - Your landlord can only enter your rental unit for the reasons allowed by the RTA. In most cases, before entering your unit, your landlord must give you 24 hours written notice. There are some exceptions, however, such as in the case of an emergency or if you agree to allow the landlord to enter.

You are responsible for:

- **paying your rent** on time.

- **keeping your unit clean**, up to the standard that most people would consider ordinary or normal cleanliness.
- **repairing any damage** to the rental property caused by you or your guests - whether on purpose or by not being careful enough.

You are not allowed to:

- **change the locking system** on a door that gives entry to your rental unit unless you get your landlord's permission.

Landlord Rights and Responsibilities

Your landlord has the right to:

- **collect a rent deposit** - It cannot be more than one month's rent, or if rent is paid weekly, one week's rent. This deposit must be used as the rent payment for the last month or week of your tenancy. It cannot be used for any other reason, such as to pay for damages. A landlord must pay interest on the deposit every year.
- **increase the rent** - There are some rules that limit how often your landlord can increase the rent. In most cases, a landlord can increase the rent only once a year by the guideline that is set by the Ontario Government. If the rental unit was not occupied for residential purposes on or before November 15, 2018, it may be exempt from the rent increase guideline. In this case, the landlord can only increase the rent once a year, but there is no limit on the size of the rent increase. For more information, read about residential rent increases. A landlord must give a tenant at least 90 days notice in writing of any rent increase and this notice must be on the proper form.

Exceptions: Non-profit and public housing units, residences at schools, colleges and universities, and certain other accommodation are not covered by all the rent rules.

Your landlord is responsible for:

- **keeping the rental property in a good state of repair** and obeying health, safety and maintenance standards.
- **providing you with a copy of your written tenancy agreement** within 21 days after the day you signed it and gave it to your landlord. For most tenancy agreements first entered into on or after April 30, 2018, the landlord must use the standard lease form entitled *Residential Tenancy Agreement (Standard Form of Lease)*.

Your landlord is not allowed to:

- **shut off or deliberately interfere with the supply of a vital service** (heat, electricity, fuel, gas, or hot or cold water), care service or food that your landlord must provide under your tenancy agreement. However, your landlord is allowed to shut-off services temporarily if this is necessary to make repairs.
- **take your personal property** if you don't pay your rent and you are still living in your rental unit.
- **lock you out of your rental unit** unless your landlord has an eviction order from the LTB and the Sheriff comes to your rental unit to enforce it.
- **insist that you pay your rent by post-dated cheque or automatic debit**. These ways of paying your rent can be suggested, but you cannot be refused a rental unit or evicted for refusing to give them.

Contact the Landlord and Tenant Board

Toll free: 1-888-332-3234
Toronto area: 416-645-8080
TTY: Bell Relay Service at 1-800-855-0511

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