

## Information for Tenants

\* The information below is provided by The Landlord and Tenant Board. For additional information please contact the Board. See below for contact details \*

### The Law

Most residential tenancies are covered by the Residential Tenancies Act (The Act). 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 ( the Board)

### The Role of the Landlord and Tenant Board

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

### Tenants 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 notice to end your tenancy for a reason allowed by the Act.

**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 Board 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 Act. 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 special rules that limit how often your landlord can increase the rent and by how much. In most cases, a landlord can increase the rent only once a year by the guideline that is set by the Minister of Municipal Affairs and Housing. A landlord must give a tenant at least 90 days notice in writing of any rent and increase and this notice must be on the property form. EXCEPTIONS: New units, non-profit and public housing units, residences at schools, colleges and universities, and certain other accommodations 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. If your tenancy agreement is not in writing, your landlord must give you written notice of their legal name and address within 21 days after your tenancy begins.

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 Board and the Sheriff comes to your rental 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.

## For More Information

Visit the Landlord and Tenant's Board website at [www.LTB.gov.on.ca](http://www.LTB.gov.on.ca) or the Landlord and Tenant Board office in your area.

Alternatively, call the Board at 1-888-332-3234. You can get information from here 24 hours a day. You can talk to a Customer Service Representative, Monday to Friday, from 8:30 a.m. to 5:00 p.m.