

2026

# TENANT GUIDE



**JESSICA BELL**

MPP for University—Rosedale

# Housing is a Human Right

Dear resident,

Everyone in Ontario should live in a home they can afford and that meets their needs. That's my vision.

The reality is very different. It's never been more expensive to rent or own a home in Ontario. We have thousands of people with no home at all, sleeping in ravines, on friends' couches, and in shelters. Far too many people are spending astronomical amounts on rent, and too many of us are living in homes that aren't properly maintained, stable or safe. Entire generations of people have given up on the dream of home ownership, and many are increasingly worried they'll lose the home they've got because of high housing prices and rising interest rates.

The purpose of this guide is to provide renters with information on provincial laws that affect you and your home. It's important to know these rules because then you know what to do if you're facing a tough housing situation, like an eviction.

I have two hard truths to share, however. The first is that many of Ontario's rental laws that are written about in this guide are not properly enforced. They need to be enforced, and the first steps in enforcing them is to know what they are and to speak out and advocate for yourself if you feel they're not being followed.

The second truth is that we have a lot of work to do to strengthen and improve Ontario's laws and regulations to achieve our goal of making housing affordable and safe for everyone. As a lawmaker, it's my job to work with residents across University–Rosedale and Ontario to build the political power we need to pass and enforce good laws to solve our housing challenges.

This is what I am currently advocating for. We need to build 1.5 million homes for Ontarians to live in first, not investors to profit from. We need to increase density and build more homes in

neighbourhoods people want to live in. We need the government to get back into the job of buying, building, and financing new affordable housing, including affordable housing on public land. We need developers to do their part and contribute their fair share to building the public services we all rely on, from transit to parks to schools. To help first time home buyers buy a home, we need to make it harder and expensive for investors to buy their fourth, fifth or hundredth home. And it is essential that we bring in real rent control to all homes, including vacancy control so there's a cap on how much the rent can be raised between tenancies.

Enforcing the rules we've got, and working to pass new ones is an enormous task, and it is also an achievable one. It involves us knowing the rules so we can keep our homes. It involves us working with our neighbours to make sure our buildings are safe and affordable. It means working with residents across the city, along with our office and community groups, to advocate for meaningful change. From emailing our office to recommend policies, to attending a meeting, to joining a group, to speaking at committee, to writing a petition, to attending a protest, it all matters. Every action matters.

I hope you enjoy the guide. I welcome your feedback and advice. I look forward to helping and organizing with you.

Yours,

*Jessica Bell*

Jessica Bell, MPP University—Rosedale



# Table of Contents

Key Information for 2026 .....	1
The Residential Tenancies Act (RTA).....	2
Common Disputes.....	3
Tenant Support & Organizing.....	7
Tenant Rights .....	9
RentSafeTO.....	10
Pests.....	11
Moving Out.....	12
Eviction .....	13
Rent Increases .....	18
Before Moving In.....	19
Short-Term Rental Regulations (including Airbnb) .....	22
Information for Condo Owners .....	23
Tenant FAQs.....	24
Key Contacts.....	26

# Key Information for 2026

## New 2026 Rent Regulations

The rent increase guideline for 2026 has been set at 2.1%.

### Starting July 1, 2026:

- ▶ Tenants will be explicitly allowed to install portable or window air conditioners in units without AC, subject to safety rules. Landlords may charge a seasonal increase if they pay for electricity.
- ▶ Rent arrears payment plans will have to use official Landlord and Tenant Board (LTB) forms.
- ▶ Maximum fines for offences under the Residential Tenancies Act (RTA) will double.

### Starting September 21, 2026:

- ▶ Landlords who give tenants 120 days' notice for personal-use evictions will no longer have to provide compensation or another rental unit.
- ▶ New rules around renovations will require landlords to provide updates on renovation timelines and give tenants at least 60 days to move back in once work is complete.
- ▶ The notice period for non-payment of rent evictions will be cut from 14 days to 7 days.
- ▶ The timeline for a tenant to apply to the Landlord and Tenant Board (LTB) for a remedy if they are denied their 'right of first refusal' will be extended to two years from the date they vacated the unit, or six months after the renovations are completed."

### There are some important exceptions:

- ▶ Your rent may be increased by up to 3% on top of the guideline increase if your landlord is approved for an Above Guideline Rent Increase (AGI).
- ▶ If your rental unit was built or first occupied **after** November 15, 2018, then your rent is not controlled, and there is no maximum annual increase. This includes additions to existing buildings and most new basement apartments.

- ▶ Rent increases are also not capped in vacant residential units, community housing units, student housing, long-term care homes, or commercial properties.

The City of Toronto passed the Rental Renovation License By-law in November 2024, and this bylaw came into effect on July 31, 2025. You can find more information about this By-law on Page 14.

## The Residential Tenancies Act (RTA)

First coming into effect on January 31<sup>st</sup> 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;
- ▶ Landlord's 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.

Disputes in these dwellings would fall under ordinary civil law, human rights law, or a regulatory authority for the specific institution.

You can find a full draft of the updated Residential Tenancies Act at the following link: [www.ontario.ca/laws/statute/06r17](http://www.ontario.ca/laws/statute/06r17)

## 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.



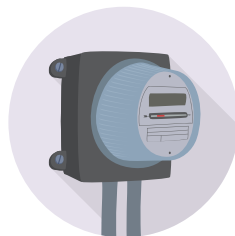
In Toronto, you are allowed up to 3 dogs, and 6 cats per household. You are also allowed 4 rabbits or 4 guinea pigs or any combination of both. The regulation of rabbits and guinea pigs is new. If you had more than 4 rabbits or guinea pigs as of December 1, 2022 you are allowed to keep these pets until their natural death (up to a total of 10).

## 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 (i.e. electricity, heat, gas, water);
- ▶ 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.

Once the tenant agrees to pay for utilities, the landlord may seek compensation from them if they do not pay.

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 and Tenant Board.

## Heating

In the City of Toronto, landlords are required to provide heating to a **minimum of 21 degrees Celsius** between **October 1 and May 15** 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 1 and September 30** 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 Conditioning

From July 1, 2026, tenants will be explicitly allowed to install portable or window air conditioners in units without air conditioning, subject to safety rules. Landlords may charge a seasonal increase if they pay for electricity, as part of the tenant's rent.

However, there are some conditions and exceptions to installing and using your air conditioner.

- ▶ Before installing the air conditioner, the tenant must notify the landlord in writing;
- ▶ A landlord may charge a seasonal rent increase if the landlord pays for electricity to the rental unit and the tenant installs an air conditioner unless the tenancy agreement states otherwise;
- ▶ Landlords can only raise the tenant's rent to reflect the actual cost of the increased hydro caused by the AC unit;
- ▶ The air conditioner must be installed safely and securely and not cause damage to the building.

At the time of printing, these new rules have not yet come into force. You are highly encouraged to contact our office at [jbelle-co@ndp.on.ca](mailto:jbelle-co@ndp.on.ca) or **416-535-7206** to ensure you have the most up-to-date information.

## **Compensation for Lack of Maintenance**

If you accrue any additional costs due to failed maintenance by the landlord and/or while waiting for repair (for example additional costs from using a space heater in lieu of a working furnace), this must be matched by a reduction in rent.

# **Tenant Support & 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. Here are a few key resources (more to follow at the back of this guide).

## **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. **416-461-9233**

## **Toronto Tenant Union (TTU)**

The TTU is a citywide tenant associations created to build collective power among renters facing rising rents, poor maintenance, and affordability pressures.

## **Advocacy Centre for Tenants Ontario (ACTO)**

ACTO is a community legal clinic specializing in housing issues related to tenants. They have a provincial mandate to defend the interests of low-income tenants.

## **Centre for Independent Living in Toronto**

CILT helps people with disabilities to integrate into their communities by learning Independent Living skills.

CILT is accredited by Independent Living Canada. CILT is one of 25 members of IL Canada and one of 12 members of the Ontario Network of Independent Living Centres (ONILC).

## **Canadian Centre for Housing Rights (CCHR)**

The Canadian Centre for Housing Rights (CCHR) is Canada's leading non-profit organization working to advance the right to housing.

## **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. **416-921-9494**

## **Legal Aid Ontario**

An umbrella group for all legal aid clinics and other legal aid providers in Ontario.

## **RenovictionsTO**

RenovictionsTO is a volunteer-run project that asks tenants to anonymously report their landlords to help document renovictions and that seeks to give tenants the tools and information they need to organize and fight back.

## **Right to Housing Toronto (R2HTO)**

Right to Housing Toronto (R2HTO) is a network of individuals and organizational supporters that came together to advocate for the City of Toronto to adopt a human rights-based approach to housing in their HousingTO 2020-2030 Action Plan.

## My Office

I encourage you to call or e-mail my office if you have any questions about organizing a tenants' association. We are a compassionate team of tenant and housing advocates and would be more than happy to help support your effort to organize in your building.

### **MPP Jessica Bell Community Office**

Unit 103, 721 Bloor Street W  
416-535-7206

[jbelle-co@ndp.on.ca](mailto:jbelle-co@ndp.on.ca)  
[jessicabellmpp.ca](http://jessicabellmpp.ca)

## 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 without your consent, except if required to by an emergency;
- ▶ 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 **416-535-7206** 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 Canadian Centre for Housing Rights: **1-800-263-1139** or **416-944-0087**. For more information email: **cchr@housingrightscanada.com** and the Ontario Human Rights Commission: **1-800-387-9080** or **416-326-9511**. For more information: **ohrc.on.ca/en** email: **info@ohrc.on.ca**

## RentSafeTO

RentSafeTO is a bylaw enforcement program that is supposed 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**; Service requests are urgent if they are related to vital services, such as:
    - ▶ hydro (electricity)
    - ▶ gas
    - ▶ heat
    - ▶ water
    - ▶ breach of building security
    - ▶ problems with the outside of the building

- ▶ 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:  
**[toronto.ca/community-people/housing-shelter/rental-housing-tenant-information/rental-housing-standards/apartment-building-standards/rentsafeto-for-tenants](https://toronto.ca/community-people/housing-shelter/rental-housing-tenant-information/rental-housing-standards/apartment-building-standards/rentsafeto-for-tenants)**
- ▶ **416-396-7228**
- ▶ **[RentSafeTO@toronto.ca](mailto: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 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 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, needs to move an immediate family member into the unit, or needs to move in a person who provides care services to a member of their immediate family. The landlord in this case must be an individual, not a corporation. **A tenant evicted for this reason is entitled to one month's rent in compensation;**
- ▶ The property is sold, and the building is not more than three units (or it is a condominium being rented out by the owner, and the new landlord wants to move into the unit or move in a member of their family or caregiver. **Until September 20, 2026 a tenant evicted for this reason is entitled to one month's rent in compensation. From September 21, 2026 onwards, if a tenant evicted for this reason is given 120 days notice, they will not be entitled to compensation.**
- ▶ A renoeviction or demoviction (see below).

## Renovictions or Demovictions

A renoeviction or demoviction is when the landlord wants or needs to perform renovations so extensive that the unit cannot be occupied while they are under way, to demolish the building and build a new one, or to convert the building to non-residential use. The landlord must give at least **120 days notice**.

Since July 31, 2025, in the City of Toronto landlords must obtain a Rental Renovation Licence before carrying out repairs or renovations that require tenants to move out of their rental units.

The Rental Renovation Licence Bylaw requires landlords to obtain a licence before starting repairs or renovations that require tenants to move out of their rental units under the Provincial N13 process (under the Residential Tenancies Act).

To obtain a licence, owners and operators (i.e. landlords) must comply with the bylaw requirements, including notifying tenants of the licence application, agreeing on arrangements for the tenant's temporary alternate accommodation during the period of the renovations or instead making monthly rent-gap payments to the tenant if the tenant is returning to the unit, or paying compensation if the tenant has chosen not to return.

## **Renoviction**

When this occurs for **renovations**, the tenant must be offered the opportunity to move back into the renovated unit at the same rent that the landlord could have charged if their tenancy had not been interrupted.

If the tenant intends to move back in when the renovations are complete, they must notify the landlord before they move out.

If they **do** intend to move back, the landlord is either required to pay compensation of up to **3 month's rent** (**1 month** if the building has less than **5 units**) or the rent for the period of time the unit will be vacant, whichever is less.

If the tenant does not intend to move back in, the landlord is required to offer them a comparable unit at the same price or **three months rent**.

If a landlord does not allow the tenant to return (even though they gave notice that they wanted to) after the renovations are completed, the tenant can apply to the Landlord and Tenant Board for compensation. The landlord may be ordered to pay up to **12 months** of the rent previously paid by the tenant and other costs or fines. The tenant must apply for compensation within **2 years** of vacating the apartment, or **six months** after the renovations are completed.

## **Demoviction**

If the landlord intends to convert the building to **non-residential use or demolish it**, they must provide the tenant with either a comparable unit at a similar cost or compensate them. The compensation amounts to three months' rent if the building contains five or more units, or one month's rent if it has fewer than five units. The landlord has the option to choose between offering an alternative unit or providing monetary compensation. The tenant has the right to reject a offered unit and opt for monetary compensation instead.

There are exceptions to the compensation requirement, such as when the landlord is legally obligated to demolish the building or in the case of social housing.

## **Demovictions in the City of Toronto**

Developments involving the demolition or conversion of six or more residential units, including at least one rental unit, require approval under the City's Rental Demolition and Conversion Control By-law.

If your building's demolition application is being considered by Toronto City Council, you may be eligible for compensation above what is currently required by the Residential Tenancies Act. This compensation typically includes a moving allowance and financial compensation based on the rent you currently pay and is negotiated on a building-by-building basis.

The By-law also includes your right to a return to a replacement unit. The replacement unit will be the same bedroom type you currently have and remain generally the same size, and you will pay approximately the same rent as you did previously.

Under new provincial laws, the provincial government has given themselves the power to overrule these rules but they haven't yet used this power.

## **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); [toronto.ca/city-government/public-notices-bylaws/bylaw-enforcement/noise](https://toronto.ca/city-government/public-notices-bylaws/bylaw-enforcement/noise)
- ▶ Keeping a pet that is making excessive noise, damaging the apartment, or is considered dangerous. [www.toronto.ca/legdocs/municode/1184\\_349.pdf](https://www.toronto.ca/legdocs/municode/1184_349.pdf)

Once you are served a notice of eviction stating the reason for your eviction, you have the opportunity to pursue remedies within 7 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 **7 days**.
- ▶ **Overcrowding:** reduce the number of people within **7 days**.
- ▶ **Damage:** fix the damage or pay the cost of repair within **7 days**.

## Compensation or Arrears of Rent

A landlord may apply to the Landlord and Tenant Board for compensation from the tenant for damage to the unit caused by the tenant or to order payment of rent arrears. The landlord may apply for this compensation for 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.

**Important note:** Remember, if you are having trouble paying rent, your landlord must present you with an official Landlord and Tenant Board (LTB) form for a rent arrears repayment plan. When this is presented to you with an agreement outlining that you will pay **X** amount back and when, **do not** sign unless you are 100% certain you can commit to the repayment. **Once you sign, you are agreeing.**

## 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. **An eviction must be executed by the Sheriff unless the tenant leaves voluntarily, the landlord may not evict a tenant themselves.**

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.

If you intend to argue that you should not be evicted or have to pay the full amount because of the landlords conduct—for example because of a failure to perform repairs or otherwise violating your rights as a tenant—you **must** now give advance written notice of your intent to raise issues in your defence before the hearing or they may not be considered.

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.

**If you believe you are being incorrectly evicted, please call my office at 416-535-7206.**

# Rent Increases

The landlord may only raise rent if **12 months** have passed since the last rent increase or since the tenancy began. The landlord is also required to give **90 days written notice** for any rent increase. If your landlord violates the notice rule you should act immediately, as if you pay the new rent for a year the increase is considered legal even if notice was not given.

## Guideline Increase

For 2026, the rental increase guideline has been set at **2.1%**. For example, if you paid \$1000 per month in 2025, then your rent must not exceed \$1021 per month in 2026.

## 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 to the building. Once an AGI capital expenditure is paid off, the AGI must 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. In other words, that new fresh coat of paint might look pretty but it's not a capital expenditure!

### **How much can an AGI increase the rent?**

An AGI can raise your rent a maximum of 3% in any calendar year. However, we've heard from some tenants experiencing much higher rent increases that this rule isn't always followed.

### **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: [tribunalsontario.ca/documents/ltb/Interpretation%20Guidelines/14%20-%20Applications%20for%20Rent%20Increases%20above%20the%20Guideline.html](https://tribunalsontario.ca/documents/ltb/Interpretation%20Guidelines/14%20-%20Applications%20for%20Rent%20Increases%20above%20the%20Guideline.html)

## **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. If you cannot afford a lawyer, there are resources in the back of the guide to help. 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: [mah.gov.on.ca/Page18704.aspx](http://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](http://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. Contact us if you need help starting it!

## 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;
- ▶ Receipts: if you've been forced to do repairs your landlord should be doing for you yourself! Keep receipts and take pictures. This may help you get reimbursed later if you go to the Landlord and Tenant Board.

# Short-Term Rental Regulations (including Airbnb)

- ▶ 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 are required to collect a **4% Municipal Accommodation Tax**.
- ▶ The City of Toronto's short-term rental bylaws apply to accommodations for a rental period of **28 days or less**.
- ▶ Currently, there is no clear regulation protecting those staying in an Airbnb or similar accommodation for a longer term than 28 days by the Residential Tenancies Act (RTA) protections (including those surrounding eviction);
  - ▶ Some experts argue that if the individual is living in the unit on a long-term basis, or there was no agreement about how long an individual would stay; the individual is paying rent every month, the unit is the individual's only home, the individual's ID cards have the unit listed as the individual's home address then the RTA could apply. However, without regulation, adjudicators at the Landlord and Tenant Board are making their decisions on a case-by-case basis.
  - ▶ If you are renting an accommodation like Airbnb for longer than 28 days and have concerns about your rights, please contact our office at [jbelle-co@ndp.on.ca](mailto:jbelle-co@ndp.on.ca) or **416-535-7206** for the most up to date information.

For a full breakdown of the rules:

[toronto.ca/community-people/housing-shelter/short-term-rentals](https://toronto.ca/community-people/housing-shelter/short-term-rentals)

To learn more about Fairbnb's campaign for a better policy framework for homesharing, e-mail them at [fairbnb@fairbnb.ca](mailto:fairbnb@fairbnb.ca).

# 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

## 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.



# 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 necessary 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’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. Remember to always take pictures if possible of any outstanding repairs!

### **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.

The Law Society of Ontario operates a lawyer referral service, which can provide the name of a lawyer or paralegal who is willing to provide a free legal consultation of up to 30 minutes.

# Key Contacts

## Jessica Bell

### MPP for University—Rosedale

721 Bloor St W, Unit 103  
M6G 1L5

416-535-7206

[jbelle-co@ndp.on.ca](mailto:jbelle-co@ndp.on.ca)

[jessicabellmpp.ca](http://jessicabellmpp.ca)

## Danielle Martin

### MP for University-Rosedale

622 College St, Suite 200  
M6G 1B4

416-928-1451

[danielle.martin@parl.gc.ca](mailto:danielle.martin@parl.gc.ca)

## Dianne Saxe

### City Councillor for Ward 11

100 Queen St W, #C47  
M5H 2N2

416-392-4009

[councillor\\_saxe@toronto.ca](mailto:councillor_saxe@toronto.ca)

## Landlord and Tenant

### Board of Ontario

416-645-8080

[tribunalsontario.ca/ltb](http://tribunalsontario.ca/ltb)

## Federation of Metro

### Tenants Association

416-921-9494

## Toronto ACORN

416-461-9233

## Toronto Tenant Union (TTU)

647-371-0677

[info@tenantunion.ca](mailto:info@tenantunion.ca)

## City of Toronto

### Inquiries Line

3-1-1

[311@toronto.ca](mailto:311@toronto.ca)

### Financial Support Information

[toronto.ca/community-people/employment-social-support/housing-support/financial-support-for-renters](http://toronto.ca/community-people/employment-social-support/housing-support/financial-support-for-renters)

### RentSafeTO

416-396-7228

[rentsafeto@toronto.ca](mailto:rentsafeto@toronto.ca)

### Community Crisis

#### Response Program

[Trecia.Downes@toronto.ca](mailto:Trecia.Downes@toronto.ca)

[toronto.ca/community-people/public-safety-alerts/community-safety-programs/community-crisis-response-program](http://toronto.ca/community-people/public-safety-alerts/community-safety-programs/community-crisis-response-program)

### 2-1-1

Referrals to government, community, social and health services

[gethelp@211ontario.ca](mailto:gethelp@211ontario.ca)

### Shelter Movers

1-855-203-6252 (ext. 1)

[info@sheltermovers.com](mailto:info@sheltermovers.com)

### Government of Ontario

[ontario.ca/page/renting-ontario-your-rights](http://ontario.ca/page/renting-ontario-your-rights)

## **Food Banks and Food Programs**

### **Fort York Food Bank**

📍 380 College St, Toronto, ON  
M5T 1S6  
☎ 416-203-3011

GROCERY SERVICE  
Tuesday, Wednesday, Thursday:  
9am – 12pm

Friday: 9am – 4pm

Saturday: 9am – 12pm

HOT MEAL SERVICE

Sunday: 12pm – 2pm

### **Christie Ossington Neighbourhood Centre**

Drop-In and Food Access Program  
📍 850/854 Bloor Street West  
Toronto, ON, M6G 1M2

Hours of Operation  
Monday to Saturday: 10am – 4pm  
Sundays: Closed

Lunch  
Monday to Saturday: 12pm – 1pm

### **Avenue Road Food Bank**

📍 240 Avenue Rd, ON  
M5R 2J4  
☎ 416-967-3842

Mondays 6pm to 8pm  
Wednesdays 10:30am to 12:30pm

## **Community Legal Aid Clinics and Other Legal Aid**

### **Legal Aid Ontario**

☎ 1-800-668-8258

### **Don Valley Community Legal Services**

📍 1 Leaside Park Drive, Unit #1  
M4H 1R1  
☎ 416-441-1764

### **West Toronto Community Legal Services**

📍 1032 Bloor St. W., M6H 1M2  
☎ 416-531-7376

### **Kensington-Bellwoods Community Legal Services**

📍 489 College St, Suite 205, M6G 1A5  
☎ 416-924-4244 ext. 21

### **Downtown Legal Services**

📍 655 Spadina Ave.  
☎ 416 934-4535

### **Neighbourhood Legal Services**

📍 163 Queen Street East Suite #101  
M5A 1S1  
☎ 416-861-0677

### **Parkdale Community Legal Services**

📍 1229 Queen Street West,  
Lower Level, M6K 1L2  
☎ 416-531-2411

### **Pro Bono Ontario (tenant and small landlord assistance)**

Hotline available  
Monday – Friday 9am – 5pm  
☎ 1-855-255-7256

### **Justice Net**

A non-profit service that aims to help people whose income is too high to access legal aid but too low to afford standard legal fees. The program connects people to lawyers who offer services at reduced fees. There is a \$25 Registration Fee.

### **Law Society Referral Service**

The Law Society of Ontario operates a lawyer referral service, which can provide the name of a lawyer or paralegal who is willing to provide a free legal consultation of up to 30 minutes.



# JESSICA BELL

MPP for University—Rosedale

## Contact us

**MPP Jessica Bell Community Office**

Unit 103, 721 Bloor Street W · Toronto, ON M6G 1L5

📞 416-535-7206 ✉️ [jbelle-co@ndp.on.ca](mailto:jbelle-co@ndp.on.ca)

[www.jessicabellmpp.ca](http://www.jessicabellmpp.ca)