

Tenant Guide



**Jamie
West**

MPP for Sudbury

Housing is a Human Right

Dear Sudbury and Copper Cliff tenants,

As the affordability crisis worsens across Ontario, we can see that the provincial government does not have a plan to properly fix the housing crisis in the North. The current state of limited and unaffordable rental housing is especially devastating to working-class tenants, seniors on fixed incomes, newcomers, and people on ODSP and OW.

If you're facing an unfair eviction notice, poor living conditions, or a dispute with your landlord, you're not alone. In Ontario, renters have legal protections from extortion, dangerous living situations, and undue eviction, because housing is a human right.

That's why Ontario needs real rent control, including an end to illegal above guideline rent increases. I'm also fighting for accountability from the Landlord and Tenant Board instead of chronic underfunding and unacceptable wait times. People need support now!

I've created this guide to help you communicate effectively with your landlord. When everyone is working together, we all win! In this guide,

you'll find a list of commonly asked questions, an overview of your tenant rights, and community resources that can help you find affordable housing or give you legal advice.

Please review this guide, and do not hesitate to contact my office should you have any questions. You can reach my team at JWest-CO@ndp.on.ca, or by phone at 705-675-1914.

Sincerely,

A handwritten signature in black ink, appearing to be 'J. West', with a stylized flourish at the end.

Jamie West
MPP for Sudbury

Community Office

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Thank you for reading this guide. 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.

1-800-668-7380
lsrs.lso.ca/lsrs/welcome

Key Information for 2024



New 2024 Rent Regulations

The rent increase guideline for 2024 has been set at 2.5%.

There are some important exceptions:

- Your rent may be increased by up to 3% above the guideline if your landlord is approved for an Above Guideline Rent Increase (AGI).
- If your rental unit was built and 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, long-term care homes, or commercial properties.

Your rights are protected under the Residential Tenancies Act:

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).

You cannot be evicted for:

- Asking for repairs or making complaints.
- For having a pet - unless it is causing danger, damage or too much noise.
- If a new person moves in - unless it is considered overcrowding.
- You CANNOT be evicted unless there is an eviction order from the Landlord and Tenants Board.

Your rights

- Your landlord cannot shut off your electricity or gas supply.
- Your landlord cannot seize your property unless:
 - ▶ Eviction is ordered and 72 hours have passed since enforcement, or;
 - ▶ You have abandoned your rental unit and property.
- Your landlord may not change your locks unless they have a written eviction notice, executed by a sheriff.

When you are paying for additional costs...

You can receive a deduction in rent when you are taking on additional costs or you have lost access to regular services:

- If your features or amenities when initially signing the lease are not available, such as when a renovation is taking place, and your balcony is closed.
- When you have paid for costs for utilities to be fixed.
- If you purchased a substitute item for a broken utility, such as a space heater in the case of a working furnace.

Above Guideline Rent Increase

- You do not need to pay a rent increase that does not respect the rules in accordance with the Residential Tenancies Act.
- You can challenge your rent increase if it has increased above 2.5% and your building was built before 2015.
- Your landlord can also issue an Above Guideline Increase if they have incurred costs through capital expenditures, increase in taxes or increased security services provided to the building.
 - ▶ 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.

You can fight a rent increase!

- Tenants who wish to challenge an AGI can become a Respondent 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 for advice to Sudbury Community Legal Clinic.



Evictions

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

- Non-payment of rent.
- Excessive noise or interfering with other tenants.
- Committing illegal acts in the apartment.
- Overcrowding.
- Causing significant damage in the apartment.

How to prevent an eviction:

- 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.

There are also 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.
- A renovation.

Renovictions

A renoviction 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.

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 (note, this is not possible for demolition or conversion).

If they do intend to move back, the landlord is either required to pay compensation of up to 3 months' 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.

Eviction Process

The Landlord must first give a Notice to end the tenancy, listing the reasons for eviction and whether the issue can be remedied. If the issue cannot be remedied or no remedies are made, then the landlord can make an application for eviction to the Landlord and Tenant Board. In most cases a hearing will be scheduled. This process begins with the landlord applying for an eviction order to the Landlord and Tenant Board.

The Landlord and Tenant Board will inform you by mail that an eviction application has been filed against you. You will then receive 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 be

forced to pay the full amount because of the landlord's 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. You can seek to raise issues for compensation in a rent arrears application. These must be raised in advance (in a Form: Issues a Tenant Intends to Raise in Response to Rent Arrears).

The Landlord and Tenant Board must consider all relevant circumstances in every case and eviction must not be ordered where the landlord is in significant breach of their obligations or retaliating against a tenant who is attempting to enforce their rights. It is ideal to raise this in advance but not mandated by the rules.

It is important to note that all evidence must be filed at least 7 days in advance of a hearing, but testimony may still be given at the hearing.

If the Board orders an eviction, their order will inform you of the date on which you need to vacate the unit. After that date, if you have not moved out the landlord may enforce the order with a Court Enforcement Officer (Sheriff). An eviction must be executed by the Sheriff unless the tenant leaves voluntarily. The landlord may not evict a tenant themselves.

Once the Sheriff removes you from your home, you will have 72 hours to retrieve your property. After this, the landlord will assume possession of your property.

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, or
- Lives in a condominium that does not allow pets.

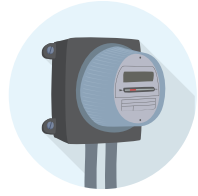
Entry Notice

Unless there is an emergency or you've given notice that you will be moving out, your landlord cannot enter your unit without providing 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.

Meter Installation

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



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

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 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 more than one month's rent and 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. Their lease will automatically transfer to a month-to-month tenancy and continue with the same terms and conditions but is subject to allowable rent increases.

Sublets and Assignments

Tenants **are allowed** to sublet or assign 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 the term of the sublet, prior to getting approval.

Landlords must have reasonable grounds to refuse a sublet or assignment. 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.

Pests

Landlords are responsible for maintaining a unit that is free of pests. To this end, any landlord who is aware of the presence of pests must:



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

How can Tenants Prevent Pests?

- Keep your unit free of clutter.
- Vacuum often under rugs and furniture.
- Don't leave water standing around — in cups, bowls or sinks.
- Never bring in mattresses or furniture from the trash.
- Clean containers before putting them in the garbage.
- Do not leave food out overnight.
- Check under sinks for areas of moisture and ensure pipes are not leaking.

Keynote: Tenants must allow their landlord to treat their unit for a pest infestation and co-operate in the process. Landlords must give their tenants advance notice and inform them of how to prepare their unit for treatment (i.e.: moving furniture and emptying cupboards).

Bed Bugs

Of all potential infestations, bed bugs are the most feared.

Bed bugs can affect anyone and are not something to be embarrassed about. The key to treating a bed bug infestation is quick action.

Signs of Bed bugs:

- Bed bugs can leave telltale signs of their presence.
- Things to watch out for include:
 - ▶ Blood and fecal stains on sheets or pillow cases,
 - ▶ Bites on the arms, legs, neck or face,
 - ▶ Cast skins in bed crevices and fabric folds.
- As soon as bed bugs are detected, report it to your landlord. Landlords are responsible for providing and paying for the costs of treatment. Effectively dealing with bed bugs requires professional intervention.

Your Responsibilities

- Tenants are responsible for keeping their unit clean.
- Tenants must not alter the locks on their unit without the permission of the landlord.
- Tenants must pay their rent on time.

- Tenants should not make excessive noise, or in other ways interfere with other tenant's reasonable enjoyment of their own units.
- Tenants must not tamper with or remove smoke alarms.
- Tenants must give 60 days notice before moving out (some exceptions apply).

Deposit

- Your deposit cannot be used to pay for damages.
- The deposit must be refundable.
- The amount of the deposit is not more than the cost of the first month's rent.



Before Moving In

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.

However, moving into a rental unit with problems does not prevent you from having the landlord repair those problems or taking action to force the repairs if necessary.

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 (landlords should be using standard form leases).
- Any repairs the landlord promises to make before you move in.
- Contact information for the landlord.
- Receipts: for any money that you pay to your landlord, you should receive a receipt and file it.

Tenant FAQs



I moved into a unit in disrepair.

Do I have to pay for repairs?

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

No. Landlords are not allowed to refuse rent to you for having a child. Buildings that are deemed “adults only” are in violation of the Ontario Human Rights Code.

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

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

I 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, though they may give incentives for early or prompt payments.

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

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

Resources

Legal Aid Ontario Duty Counsel

705-674-2220

155 rue Elm St. Sudbury ON P3C 1T9

Sudbury Community Legal Clinic

705-674-3200 or 1-800-697-8719

40 Elm Street, Elm Place, Unit 272

Sudbury, Ontario, P3C 1S8

Located on the 2nd floor of Elm Place, (previously known as the Rainbow Centre) at the top of the escalators closest to the Notre Dame Street entrance.

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. They provide more in-depth information on tenant's rights and housing law.

416-944-0087

cchr@housingrightscanada.com

housingrightscanada.com

Landlord and Tenant Board of Ontario

416-645-8080

ltb.gov.on.ca

tribunalsontario.ca/ltb

Sudbury - Northern Office

199 Larch Street, Suite 301

Sudbury, Ontario P3E 5P9

Note: Applications can be filed at the ServiceOntario counter at this address. For inquiries, call 1-888-332-3234.

Native People of Sudbury Development Corporation

Provides geared-to-income housing for families, Elders, couples and individuals of Native ancestry

Provides referrals to community services and acts as a liaison when necessary

1-800-300-6713

info@nativehousing.org

68 Xavier St

Greater Sudbury, ON, P3C 2B9

Community Housing Program

The Canada Ontario Housing Benefit (COHB) program provides households with a portable housing benefit to assist with rental costs in the private housing market. The benefit is tied to the household and can be used to help pay rent anywhere in Ontario.

This provincially administered benefit is available to eligible priority groups who are on, or are eligible to be on, the City of Greater Sudbury Centralized Wait List for Rent Geared-to-Income subsidized housing.

housing.registry@greatersudbury.ca

705-674-4455, extension 4230

The Rental Housing Enforcement Unit (RHEU)

If you have a dispute with your landlord or tenant related to the offences, you can work with the Rental Housing Enforcement Unit to solve the problem.

Manager — Rental Housing Enforcement Unit
Ministry of Municipal Affairs and Housing
777 Bay Street, 14th Floor
Toronto, Ontario M7A 2J3

Email: RHEU.info@ontario.ca

Phone: 1-888-772-9277

Pro Bono Ontario

Pro Bono helps tenants and small landlords with free legal advice. They provide information on filling out court documents, suing, making an appeal, and enforcing the decision of your case if the other party is not complying or compensating you for damages. They also provide advice if you have received a lease termination, an eviction notice, if you have fallen behind on rent or you are being charged for damages you did not cause. They can also answer a wider variety of questions which are listed on their website.

1-855-255-7256

probonoontario.org/housing

Acorn Canada National

Acorn can help tenants fight a rent increase, and they can oppose a renoviction. A renoviction is when a property is renovated, tenants are forced to move out, and then the price of rent is increased. A demoviction is when an affordable building is torn down to build an expensive building, giving less options for regular people to live in your neighbourhood. These new units are sometimes semi-vacant, investors will hold the properties and sell them when the price increases.

416-461-5322

canadaacorn@acorncanada.org

Ontario Human Rights Commission

The Human Rights Code prohibits actions that discriminate against people based on a protected ground in a protected social area, including accommodation (housing). If you feel you are denied housing due to a protected ground under the Human Rights Code, you can file a complaint.

416-326-9511

info@ohrc.on.ca

Ohrc.on.ca

RentSafe

RentSafe is an intersectoral initiative, led by the Canadian Partnership for Children's Health and Environment (CPCHE), that aims to address unhealthy housing conditions affecting tenants living on low income in both urban and rural communities in Ontario.

info@healthyenvironmentforkids.ca

Ontario Legal Information Centre

1-844-343-7462 or 613-842-7462

legalinfocentre.ca

The Homelessness Network

Homelessness networks and Housing First programs exist as strategies to help end homelessness. They do a weekly update of an affordable housing list in Sudbury.

Association des jeunes de la rue – Community Outreach

705-207-8285

307 Cedar Street, Sudbury

Homelessness Network Site

705-207-5518

307 Cedar Street, Sudbury

Elizabeth Fry Society N.E.O.

705-673-1364

204 Elm St.

John Howard Society of Sudbury

705-207-7621 or

705-673-9576

204 Pine Street, Sudbury

N'Swakamok Friendship Centre

705-674-2128

110 Elm Street, Sudbury

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