

2023

New
Edition!

Tenant Guide



Jill Andrew

MPP for Toronto—St. Paul's

Housing is a Human Right

This marks the fifth edition of my Tenants' Guide. Thank you for your continued appreciation of this resource over the years. We are grateful this has remained a helpful tool for so many members of our local community and beyond.

Renters here in Toronto—St. Paul's continue to face challenges as a result of the effects of the pandemic and the affordability crisis. This year has seen the added pressure of soaring inflation as well as the Premier's devastating Bill 23, which not only slashes environmental protections but also severely jeopardizes the availability and accessibility of affordable housing. This bill also jeopardizes remaining affordable rental stock through its undermining of municipal bylaws that once ensured when purpose-built rental buildings are demolished for new condo developments, they'd be replaced and previous tenants given the right to a replacement unit at their original rent. For our community where at least 60 per cent of residents are tenants and many buildings are aging, this is a recipe for displacement of people like some vulnerable seniors on fixed income and some people already barely making ends meet on ODSP/OW.

The housing crisis in Ontario remains at the forefront of everyone's mind. It has also worsened over the last year with Toronto now ranking second as the most expensive city in Canada to rent. Many of our community members have been forced to rely on third-party operators like AirBnb to secure housing, but this remains a grey area in terms of policy and many of these renters end up unprotected without tenants agreements which can exempt them from many of the protections outlined within the Residential Tenancies Act. This is not okay.

The government cannot allow these and other infringements on housing to continue. Especially while Ontario tribunals such as the Landlord and Tenant Board, Human Rights Tribunal, and Social Benefits Tribunal—among others intimately connected to community members in desperation trying to access housing justice—have been underfunded and understaffed. I am committed to fighting for our community to have access to safe, stable, and affordable housing. Injustices such as the homelessness

crisis, vacancy decontrol, unscrupulous renovictions and demovictions, unexplained and illegal above-guideline rent increases, AirBnb loopholes, the poorly regulated condo sector, and the nightmare that is Tarion are all provincial policy choices that continually harm residents. I will continue to advocate against them and bring forth legislation as I have before to fight these and other issues relevant to tenants and homeowners.

I have had the opportunity to engage with some outstanding tenants' associations and housing advocates in our community. Together we will continue to champion inclusive and expansive changes that will help to empower our community and re-establish housing as the human right that it is. These include: expanding inclusionary zoning, bringing back real rent control—including vacancy control (or 'pay what the last tenant paid' legislation), rent stabilization, mandating Universal Design so more people can age or be independent at home, stamping down on AGIs, protecting co-operative housing, ensuring tenants know they've got the right to organize tenants' associations in their buildings, fighting for legislation that makes homeownership possible for those who want it and other vital necessities to help make our community accessible.

I am deeply grateful for the opportunity to represent our community. Please review the guide and should you have any housing questions do contact us. We will either provide direct support or will redirect you to additional resources. You can reach us at **JAndrew-CO@ndp.on.ca** or by phone at **416-656-0943**.

Your Neighbour,

A handwritten signature in blue ink, appearing to be 'JA' with a stylized flourish.

Jill Andrew, MPP for Toronto—St. Paul's

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Key Information for 2023



New 2023 Rent Regulations

The rent increase guideline for 2023 has been set at 2.5%.

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 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.

The Residential Tenancies Act (RTA)

First coming into effect on January 31st 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:

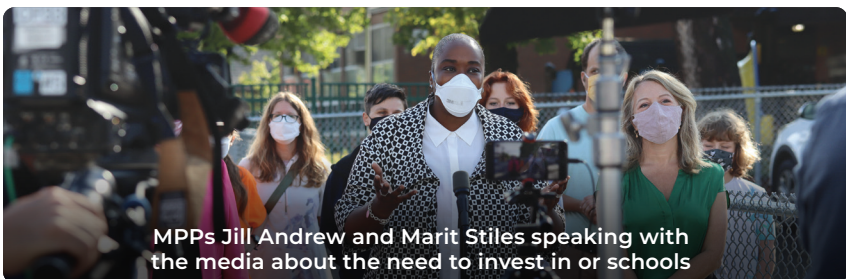
- In a condominium, house, apartment building, or rooming house;
- In a retirement home or permanent assisted living facility;
- In subsidized housing (except for rules covering rent and rent increases).

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



MPPs Jill Andrew and Marit Stiles speaking with the media about the need to invest in schools

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);

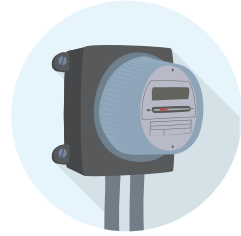
- If there is an agreement between the landlord and tenant for the landlord to clean the unit at regular intervals.

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 **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 for many tenants in Toronto—St. Paul's. 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 (again, if you have NOT been paying for the AC unit in your apartment all along, don't agree to start paying now. Call us!);
- 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 “onetime 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.

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. You can reach Toronto ACORN at **416-461-9233** or acorncanada.org.

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. www.acto.ca

Centre for Independent Living in Toronto

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

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. housingrightscanada.com

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 torontotenants.org

You can reach their tenant hotline at: **416-921-9494**

Legal Aid Ontario

An umbrella group for all legal aid clinics and other legal aid providers in Ontario. legalaid.on.ca/legal-clinics

TSPTN (Toronto St. Paul's Tenants Association Network)

Founded in 2018, TSPTN is working to connect all tenants associations in Toronto—St. Paul's to amplify their voice and ensure that local issues are being communicated quickly and clearly to all levels of government.

TSPTN can be found online at:

sites.google.com/view/st-pauls-tenants-network/contact-us

Oakwood Vaughan Community Organization: Tenant Solidarity Program

OVCO has partnered with CP Planning to create the "Eglinton-Oakwood Tenant Solidarity Program. The goal of the program is to increase the power of local tenants to positively affect change in their communities.

To learn more:

sites.google.com/view/ovco-org/tenant-solidarity-program

Email: oakwoodvaughantenants@gmail.com

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.

renovictionsto.com/know-your-rights

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.

right2housingto.ca

Unison Health & Community Services: Oakwood-Vaughan Community Hub

Their community legal clinic does not operate from this location currently but they can refer you to it and other services.

unisonhcs.org/programs-services/oakwood-vaughan-site

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 Jill Andrew Community Office

803 St. Clair Ave. W.

416-656-0943

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jillandrewmpp.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 **416-656-0943** 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: **housingrightscanada.com** email: **cchr@housingrightscanada.com** and the Ontario Human Rights Commission: **1-800-387-9080** or **416-326-9511**. For more information: **www.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
- ➔ **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 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.



Jill meeting with tenants in the Oakwood-Vaughan Area

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. **A tenant evicted for this reason is entitled to one month's rent in compensation;**
- A renoviction or demoviction (see below).

Renovictions or Demovictions

A renoviction 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**.

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 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.

Demoviction

If the building is to be **converted to non-residential purposes or demolished**, the landlord must either offer the tenant a comparable unit at a comparable price or pay them compensation of three month's rent (if the building had five or more units) or one month's rent (if the building had less than five units). The landlord may choose whether to offer a replacement unit or money. The tenant can refuse to accept an offered unit and take monetary compensation instead if they wish.

There are some exceptions to the requirement for compensation, including if the landlord is legally required to demolish the building or in the case of social housing.

The city of Toronto may also require the landlord to provide replacement housing if residential units are being demolished. Under new provincial laws, the provincial government may overrule these requirements, and they may be threatened in the future.

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);
www.toronto.ca/city-government/public-notice-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

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**.

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 and your landlord presents you with an agreement to sign outlining 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're 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 416-656-0943.

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 **2023**, the rental increase guideline has been set at 2.5%. This means that if you paid \$1000 per month in **2022**, then your rent must not exceed \$1025 per month in **2023**, unless an AGI has been applied.

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/lrb/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

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. 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**.
- Those staying in an Airbnb or similar accommodation for a longer term than **28 days** could be covered by Residential Tenancies Act (RTA) protections (including those surrounding eviction) in limited circumstances, including;
 - ▶ an 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.
- Conversely, the following circumstances may indicate the RTA does not apply, including;

- ▶ the individual is living in the unit on a short-term basis or just for a season
 - ▶ the individual is paying nightly or weekly rent, or renting out the unit by the season
 - ▶ the unit is not the individual's only home
- ID cards do not list the unit as the individual's address.
 - Whether the RTA applies to an Airbnb or similar accommodation is determined on a case by case basis through the Landlord Tenant Board.

For a full breakdown of the rules:

toronto.ca/community-people/housing-shelter/short-term-rentals

To learn more about Fairbnb's campaign for a better policy framework for homesharing, visit their website at **fairbnb.ca** or e-mail them at **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

To learn more about the Condominium Authority of Ontario Tribunal, check out their website: 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.

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. lsrs.lso.ca/lsrs/welcome

Key Contacts

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🌐 jillandrewmpp.ca

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Josh Matlow

City Councillor for Ward 12

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🌐 joshmatlow.ca

Shelley Laskin

TDSB Trustee for Ward 8

☎ 416-395-8787

✉ shelley.laskin@tdsb.on.ca

🌐 tdsb.on.ca/ward8

Kevin Morrison

TCDSB Trustee for Ward 9

☎ 416-512-3409

✉ kevin.morrison@tcdsb.org

🌐 tcdsb.org/page/ward-9-toronto

Landlord and Tenant Board of Ontario

☎ 416-645-8080

🌐 tribunalsonario.ca/ltb

Federation of Metro Tenants Association

☎ 416-921-9494

🌐 torontotenants.org

Toronto ACORN

☎ 416-461-9233

🌐 acorncanada.org

Advocacy Centre for Tenants Ontario

🌐 acto.ca

Community Legal Education Ontario

🌐 cleo.on.ca/en

City of Toronto

Inquiries Line

☎ 3-1-1 ✉ 311@toronto.ca

Financial Support Information

🌐 toronto.ca/community-people/employment-social-support/housing-support/financial-support-for-renters

RentSafeTO

☎ 416-396-7228

✉ rentsafeto@toronto.ca

Community Crisis Response Program

✉ Trecia.Downes@toronto.ca

🌐 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

🌐 211ontario.ca

Shelter Movers

☎ 1-855-203-6252 (ext. 1)

✉ info@sheltermovers.com

🌐 sheltermovers.com

Na-Me-Res: The Men's Residence (Temporary Shelter)

📍 26 Vaughan Rd (S of St Clair)

☎ 416-652-0334

✉ general@nameres.org

🌐 nameres.org

Unison Health & Community Services

📍 501 Oakwood Ave, M6E 2W8

☎ 647-798-0441

🌐 unisonhcs.org/programs-services/oakwood-vaughan-site

Consumers Reform Tarion

🌐 consumersreformtarion.com

For Youth Initiative

📍 504 Oakwood Ave., M6E 2X1

☎ 416-653-3311

🌐 foryouth.ca

Abiona Centre (formerly Humewood House)

📞 40 Humewood Dr, M6C 2W4
☎ 416-651-5657
✉ info@abionacentre.ca
🌐 abionacentre.ca

Canadian Women's Foundation

🌐 canadianwomen.org

Government of Ontario

🌐 ontario.ca/page/renting-ontario-your-rights

Food Banks and Food Programs: The Beeton Cupboard Community Food Bank at St. Michael's Church

Wednesdays 11:30 a.m. to 12:30 p.m.
🌐 stmichaelonstclair.com/outreach

Churches On-The-Hill Food Bank

📞 230 St. Clair Ave W (Dunvegan
Street entrance), M4V 1R5
☎ 416-967-3842
🌐 cothfoodbank.ca
Mondays 6-8 pm
Wednesdays 10:30 am-12:30 pm

Wychwood Open Door

📞 729 St. Clair Ave W, M6G 3J4
🌐 thestop.org/whats-on/the-stops-
wychwood-open-door
Takeaway breakfast and lunch on
Wednesdays, 9-10 am and 12-1 pm and
takeaway dinner Thursdays 4-5 pm.

Out of the Cold Shelters

(only providing food – not shelter
at this time):

Holy Blossom Temple

📞 1950 Bathurst St (S of Eglinton)
🌐 holyblossom.org/community
programs/out-of-the-cold
Thursday January 12 to March 30. Full
dinner program from 5-7 pm at at Holy
Blossom Temple

Holy Rosary Church Parish Hall

📞 356 St. Clair Ave W.
🌐 holyrosary.ca/ministries/service-
outreach/#_tab_content-24-118
Saturday – Providing hot meals every
Saturday, Breakfast after 9 am, Lunch
at Noon from October to March

St. Michael & All Angels

📞 611 St Clair Ave W, M6C 1A3
Sunday-Take-out lunches at 12:30 pm out
of the Wychwood Ave entrance (through
the wooden gate) from October until April.

Yorkminster Park Baptist

📞 1585 Yonge St (N of St. Clair)
🌐 yorkminsterpark.com/page/125/
out-of-the-cold-ootc/
Indoor dinner service from 5:30-8:30 pm
every Wednesday from November 2 to
April 5. Nutritious take-away lunches.

First Interfaith at St. Matthews

📞 729 St. Clair Ave W (W of Christie)
🌐 firstinterfaithoutofthecold.com
Tuesday – hot dinner indoor dining or
takeaway 6-7 from November to April

Community Legal Aid Clinics and Other Legal Aid

Legal Aid Ontario

☎ 1-800-668-8258 🌐 legalaid.on.ca/en

Don Valley Community Legal Services

☎ 416-441-1764 🌐 donvalleylegal.ca

West Toronto Community Legal Services

☎ 416-531-7376 🌐 wtcls.org

Unison Health and Community Services

Keele-Rogers Site
☎ 416-653-5400 ext.1244
🌐 unisonhcs.org/programs-services/
legal-services/

Pro Bono Ontario (tenant and small landlord assistance)

Hotline available Monday-Friday 9 am-5 pm
☎ 1-855-255-7256
🌐 probonoontario.org/housing

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
🌐 justicenet.ca

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.
🌐 lsrs.iso.ca/lrs/welcome

Jill Andrew

MPP for Toronto—St. Paul's



Jill in Midtown enjoying talking tenants rights with residents



Jill restocking Free Pantry at Holy Blossom

Contact us

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