

2026/27

TENANT GUIDE



JENNIE STEVENS

MPP for St. Catharines

Fighting for Tenants

Dear Neighbour,

It continues to be an honour to represent the people of St. Catharines and serve our community. Since being elected in 2018, I have made protecting tenants and defending the right to safe, secure, and affordable housing one of my top priorities.

Over the past several years, I have worked alongside tenants, advocates, and community organizations to stand up against illegal evictions, bad-faith renovations, and unfair rental practices. Every year, this Tenant Guide is updated to help residents better understand their rights because knowledge is one of the strongest tools tenants have.

Ontario's housing laws continue to evolve. In 2025, the provincial government passed **Bill 60, the Fighting Delays, Building Faster Act**. While some changes took effect immediately, many of the most significant amendments affecting the Landlord and Tenant Board and eviction rules have not yet come into force, and others will be implemented over time. Throughout this guide, you'll find information about which changes are in effect now and which are still pending, so you can stay informed.

There have also been important improvements for tenants. As of **July 1, 2026**, tenants have the legal right to install a portable or window air conditioner in their rental unit where a landlord does not already provide air conditioning (see page 2).

Although progress has been made, there is still more work to do. I will continue advocating for stronger tenant protections, fairer housing policies, and a system that puts people before speculation.

If you have questions about your rights, need assistance navigating the Landlord and Tenant Board, or would like the latest updates on changes to Ontario's tenancy laws, please don't hesitate to contact my office. My team and I are here to help.

Sincerely,



Jennie Stevens, MPP
St. Catharines

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Table of Contents

New in 2026/27 1

The Residential Tenancies Act (RTA)4

Types of Rental Housing5

Common Disputes6

Tenant Responsibilities 11

Tenant Organizing 11

Tenant Rights 13

Pests 14

Moving Out 15

Eviction 16

Rent Increases 19

Before Moving In 20

Tenant FAQs 22

Key Contacts 24

Notes 26

New in 2026/27

Rent Increase Guideline

If your unit is covered by the Residential Tenancies Act (2006) and not affected by the changes outlined above, **your rent increase in 2026 will be capped at 2.1%, and capped at 1.9% for 2027**, unless special permission is granted by the Landlord and Tenant Board.

For more information: www.ontario.ca/page/residential-rent-increases

Legislative Update 2026/27

Two recent laws (bills) have changed Ontario's residential tenancy rules:

- ➔ Bill 97 (2023): Helping Homebuyers, Protecting Tenants Act, 2023
- ➔ Bill 60 (2025): Fighting Delays, Building Faster Act, 2025

When a bill is passed, its changes do not always take effect right away and some come into force on different dates, and some require additional regulations before they apply. The information below explains the key changes, when they take effect, and what they mean for tenants.

Bill 60 Amendments

Effective July 1st 2026

Request-to-Review Timeline Shortened: The deadline to file a Request-to-Review a Landlord and Tenant Board (LTB) decision will be reduced from 30 days to 15 days.

Notice to End Tenancy Form: When a landlord or tenant wants to end a tenancy, they must use the official Notice to End Tenancy form approved by the LTB, unless the Act states otherwise.

Effective September 21st 2026

Notice to End Tenancy: Landlords who give at least 120 days' notice to end a tenancy for their own use no longer have to provide the tenant with one month rent compensation or offer them an alternative unit.

Tenants Facing Eviction for Non-Payment of Rent: Tenants facing eviction for non-payment of rent will now receive an N4 with 7 days' notice (formerly 14 days) to repay any arrears to stop the eviction.

Bill 97 Amendments

Effective July 1st 2026

Air Conditioner Installation: Tenants have the right to install an air conditioner (AC) under the following conditions:

- ➔ Tenant must notify the landlord in writing about the installation.
- ➔ If electricity is included in the rent, the notice must include anticipated electricity usage.
- ➔ The air conditioner must be installed safely and securely.
- ➔ The air conditioner must not cause damage to the unit or complex.
- ➔ The air conditioner must comply with municipal by-laws.

A landlord may prohibit the installation of an AC under certain circumstances.

Post-AC Installation:

- ➔ Where electricity is included in the rent, a landlord may increase the rent after an air conditioner is installed unless the lease states otherwise.
- ➔ The landlord can only increase the rent by the actual cost of the extra electricity used, or by a reasonable estimate provided by the tenant. The landlord cannot charge more than that amount. The rent will decrease once the AC is removed.
- ➔ A landlord may enter the unit with proper notice to inspect the air conditioner.
- ➔ A rent increase after installation of an AC is exempted from the 90 day notice, rent increase guidelines and the 12 month limitation.

Increase of Fines for Offences Under the Act:

A landlord found guilty of an offence under the RTA can be fined up to \$100,000. A corporation found guilty of an offence under the RTA, can be fined up to \$500,000.

Effective September 21st 2026

Tenants Returning To A Unit Post-Renovations: Once a tenant tells their landlord, in writing, that they want to move back into their unit after repairs or renovations are finished, the landlord must provide the tenant with a written estimate of when the unit will be ready to live in.

- ➔ If the move-in date changes, the landlord must notify the tenant in writing and provide a new estimated move-in date.
- ➔ When the unit is ready for occupancy, the landlord must notify the tenant in writing.
- ➔ Once the unit is ready for occupancy, the landlord must give the tenant at least 60 days to occupy the unit.

Deemed Bad Faith: A landlord that doesn't comply with all these conditions will be deemed to have failed to provide the tenant with their right of first refusal.

Tenants Filing A Bad-Faith Eviction Claim: A tenant can make a bad-faith eviction (T5) claim up to the latter of: two years after moving out of the unit, or up to six months after the repairs/renovations are completed.

Resolving Eviction Cases by Agreement: Where a landlord files an eviction application, any agreement reached between the landlord and tenant outside of the Board must use the Board-approved form.

The Residential Tenancies Act (RTA)

The Residential Tenancies Act came into affect on January 31st 2007 and 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;
- ➔ 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.

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

Understanding Your Rights

The Residential Tenancies Act (RTA) sets out the rights and responsibilities of tenants and landlords in Ontario. If you believe your rights under the RTA have been violated, you may be able to file an application with the Landlord and Tenant Board (LTB), which is the tribunal that resolves disputes between landlords and tenants.

If you have questions about your legal rights, call Niagara Community Legal Clinic 905-682-6635.

Types of Rental Housing

Private Units

A private rental unit is a home rented from a private landlord or property owner. This includes houses, apartments, basement apartments, condominiums, townhouses, duplexes, and other self-contained rental units. Most private rental units in Ontario are covered by the Residential Tenancies Act, although some exceptions apply.

Non-Profit Housing

Non-profit housing units are typically managed by three groups: public housing (managed by government agencies), co-operative housing boards, or third-party non-profits.

If you live in public housing in Niagara, it will most likely be managed by Niagara Regional Housing (NRH). If you are looking to move into NRH or are already a tenant, you can find resources here: www.nrh.ca

Rooming Houses

Rooming houses are units with shared accommodation. If you share your kitchen, bathroom and common areas with other tenants, then you are living in a rooming house.

Condo Rentals

Condominium rentals are becoming more and more common in Ontario and are governed slightly differently than other rental options. Specifically, when you are renting a unit in a condominium, you must adhere to rules that are made by the building's board of directors. This means that some protections you have in another unit might not apply.

Example: condo boards may ban pets, while landlords in other buildings cannot.

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 St. Catharines, you are allowed up to 3 dogs, and 8 cats per household.

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;
- ➔ 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.

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 Tenant Board.

Heating

In the City of St.Catharines, landlords are required to provide heating to a minimum of 20 degrees Celsius between September 1st and June 15th of each year. This applies only to inside the dwelling and not to common areas such as stairwells or elevators.

St.Catharines Vital Services By-law gives the city the authority to force landlords to provide adequate and uninterrupted heat. If a landlord refuses to turn on the heat or maintain the minimum temperature, the city can step in, arrange for service restoration, and bill the landlord for the costs plus administrative fee.

Air Conditioners in Rental Units

As of **July 1, 2026**, Ontario law gives tenants the right to install a **window or portable air conditioner** in most rental units where the landlord does not already provide air conditioning, provided certain rules are followed.



Before installing an air conditioner, you must:

- ➔ Notify your landlord in writing.
- ➔ Ensure the unit is installed safely and securely.
- ➔ Make sure the installation does not damage the rental property.
- ➔ Follow any applicable municipal by-laws or safety requirements.
- ➔ If your landlord pays for electricity, provide information about the unit's energy efficiency and your expected usage.

Can My Landlord Charge a Fee?

If you pay your own hydro:

Generally, **no additional A/C fee should apply**, since you are already paying for the electricity the unit uses.

If your landlord pays for hydro:

Your landlord may charge a **seasonal rent increase** to cover the cost of the electricity used by your air conditioner. The charge:

- ➔ must reflect the actual cost of the electricity used, or a reasonable estimate if the exact cost cannot be determined;
- ➔ cannot be an arbitrary or excessive fee;
- ➔ must end when the air conditioner is removed or is no longer being used for the season.

What If I Already Had an Air Conditioner?

If you already had permission to use an air conditioner, or your tenancy agreement already addressed air conditioner use, those existing terms may still apply. In some cases, landlords cannot introduce new charges for an air conditioner that has long been part of your tenancy without legal authority. If you are unsure whether a new fee is permitted, contact your local legal clinic or a tenant advocacy organization for advice.

Noise and Nuisance Complaints

St. Catharines enforces strict noise and public nuisance by-laws to maintain peace. Activities like loud vehicle noises, domestic animal sounds, and disruptive late-night activities are regulated. The by-law can be found at www.stcatharines.ca

Tenant Responsibilities

In a healthy landlord-tenant relationship, tenants should follow through on their obligations under their lease. Here are some responsibilities for tenants:

- ➔ Tenants are responsible for keeping their unit clean and maintaining proper garbage disposal and recycling;
- ➔ Tenants must not alter the locks on their unit without the permission of the landlord;
- ➔ Tenants must pay rent in full and on time each month. If you think your rent may be late, let your landlord know as soon as possible;
- ➔ Tenants must report maintenance issues promptly and must allow access for maintenance and repairs, when proper notice is given;
- ➔ Tenants must be respectful of property and others living in the building;
- ➔ 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.

Tenant Organizing

When tenants work together, they have a stronger voice. A Tenant Association allows neighbours to share information, identify common concerns, and work collectively to advocate for improvements in their building. Organizing as a group often leads to better communication with landlords and can make it easier to achieve positive outcomes.

Over the years, MPP Jennie Stevens has supported tenants across St. Catharines in forming Tenant Associations and connecting them with resources to better understand and exercise their rights. Tenant workshops, community meetings, and town halls are just some of the ways MPP Stevens works to keep the community informed about changes to Ontario's Residential Tenancies Act and the rights and responsibilities of both tenants and landlords.

If you're interested in starting a Tenant Association in your building or would like to learn more about how they work, MPP Jennie Stevens' office is happy to help. We can provide information, connect you with community resources, and help you take the first steps toward organizing with your neighbours.

Niagara Community Legal Clinic

The Niagara Community Legal Clinic can provide legal information about tenant rights, explain the process of forming a Tenant Association, and answer questions about housing issues under Ontario's Residential Tenancies Act. They also offer public legal education and participate in tenant workshops and information sessions.

Contact the Niagara Community Legal Clinic:

Phone: 905-682-6635 or 1-877-801-5956 (toll-free)

Website: www.niagaracommunitylegalclinic.com

If you're interested in organizing beyond your building, there are provincial organizations that work with tenants across Ontario:

ACORN Canada

A national community organization that works with low- and moderate-income residents to advocate for affordable housing, stronger tenant protections, and healthier communities. ACORN also helps tenants organize locally and build Tenant Associations.

Website: acorncanada.org

Advocacy Centre for Tenants Ontario (ACTO)

ACTO is a specialty legal clinic that advocates for tenants' rights across Ontario. They provide public legal education, support law reform, and work to improve housing rights for low-income tenants.

Website: www.acto.ca

Whether you're looking to address concerns in your building, start a Tenant Association, join a Tenant Union or simply learn more about your rights, don't hesitate to reach out to our office—we're here to help.

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;
- ➔ 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 905-935-0018 for support.

Key note: Tenant rights are only as strong as an individual is informed, while tenant associations are as strong as the knowledge base of the larger group. It is highly encouraged to organize and act collectively.

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 (CCHR)**: 1-800-263-1139 or 416-944-0087. For more information: www.housingrightscanada.com

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.

If your landlord does not take reasonable steps to address the issue, you can:

- ➔ Contact your local municipal Property Standards or By-law Enforcement department to report the problem;
- ➔ Seek legal information or assistance from the Niagara Community Legal Clinic;
- ➔ File a Tenant Application About Maintenance (T6) with the Landlord and Tenant Board if the issue remains unresolved.

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 trash;
- ➔ Do not leave food out overnight;
- ➔ Check under sinks for areas of moisture and ensure pipes are not leaking.

Key Note: Tenants must allow their landlord to treat their unit for a pest infestation. 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.

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 Niagara Legal Clinic at 905-682-6635 is an important first step.

Termination at end 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, or needs to move an immediate family member into the unit;
- ➔ The property is sold, and the building is not more than three units;
- ➔ The property is sold and the new landlord wants to move into the apartment. This applies most often in rentals in condominiums.

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);
- ➔ Keeping a pet that is making excessive noise, damaging the apartment, or is considered dangerous.

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 7 days.
- ➔ **Overcrowding:** reduce the number of people within 7 days.
- ➔ **Damage:** fix the damage or pay the cost of repair within 7 days.

Renoviction

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 **three 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.

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 tenant must apply for compensation within 2 years of vacating the apartment.

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.

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.

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.

Rent Increases

Guideline Increase

For 2026, the rental increase guideline is set at 2.1%. This means that if you paid \$1000 per month in 2025, your rent can be increased to \$1021. Your landlord must give you 90 days notice prior to your rent being increased.

Rental increase guideline for 2027 is set at 1.9%.

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 in the building.

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.

How much can an AGI increase the rent?

An AGI can raise your rent 3% on top of the 2.1% guideline increase. This means the maximum your rent can be increased in 2026 is 5.1%.

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 Niagara Legal Aid Clinic at 905-682-6635

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/lrb/renting-in-ontario (see "Rent" section, under "Rights and Responsibilities of Landlords and Tenants", to access the AGI information document.)

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. Keep in mind that anything in your lease that violates the Residential Tenancies Act will be considered null and void.

Ask around

Oftentimes 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.

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!

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.

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 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 can smell my neighbour smoking. What can I do?

Legally your neighbour can smoke in their own private home. However, they are not allowed to do so to the extent that they are impacting your reasonable enjoyment of your own unit. The first step is to take this matter up with your landlord, who can hopefully mediate the situation. If this is not successful, you can take the matter to the Landlord and Tenant Board, who will review your case.

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'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 that you handed in the request. If the landlord continues to not do your repairs, please call 311 and report the issue.

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.

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.

Key Contacts

Jennie Stevens MPP for St. Catharines

📍 209 Carlton Street
Unit BL2R 1S1
☎ 905-935-0018
✉ JStevens-co@ndp.on.ca

City of St. Catharines

📍 50 Church Street
L2R 7C2
☎ 905-688-5600
dial 711 for operator
✉ citizensfirst@stcatharines.ca
💻 www.stcatharines.ca

Niagara Community Legal Clinic

📍 8 Church Street
2nd Floor
☎ 905-682-6635
💻 niagaracommunity
legalclinic.com

Legal Aid Ontario

☎ 905-685-8695
💻 legalaid.on.ca

Community Legal Education Ontario

☎ 416-408-4420
💻 cleo.on.ca/en

Canadian Centre for Housing Rights

☎ 1-800-263-1139
✉ cchr@housingrightscanada.com
💻 housingrightscanada.com

Landlord and Tenant Board of Ontario

☎ 1-888-332-3234
💻 ltb.gov.on.ca

Niagara Regional Housing

📍 1815 Sir Isaac Brock Way
Thorold, ON L2V 4Y6
☎ 905-682-9201
✉ info@nrh.ca
💻 nrh.ca

Ontario Human Rights Commission

☎ 416-326-9511
✉ info@ohrc.on.ca
💻 ohrc.on.ca

Second Story Community Homes & Services

📍 166 James Street
L2R 5C5
☎ To contact an Intake
Support Worker, please dial:
905-641-1660 ext 227
💻 bethlehemhousing.ca

Southridge Shelter

📍 201 Glenridge Avenue
L2T 3J6
☎ 905-682-2477
✉ shelter@southridgechurch.ca
💻 southridgeshelter.ca

Rental Housing Enforcement Unit

☎ 1-888-772-9277

*Provincial office that works
with renters and landlords to
solve problems arising from
offences under the Residential
Tenancies Act.*

Out of the Cold Shelter:

For updated Out of the Cold
programming, use the 211
website:

💻 211ontario.ca/service/
78511683/out-of-the-cold-st-
catharines-supper-program

Westminster United Church

📍 180 Queenston Street
☎ 905-685-5678

Start Me Up Niagara

📍 203 Church Street
L2R 3E8
☎ 289-438-3939
✉ info@startmeupniagara.ca
💻 startmeupniagara.ca

The RAFT

📍 17 Centre Street
L2R 3A6
☎ 905-984-4365
💻 theraft.ca

YWCA

📍 83 King Street
☎ 905-988-3528
💻 ywcaniagararegion.ca

Gillian's Place

📍 15 Gibson Place
L2R 0A3
☎ 905-684-4000
💻 gilliansplace.com

Housing Help Centre of Community Care

📍 129 Church Street
L2R 3E2
☎ 905-984-8955
💻 communitycarestca.ca/housing

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.

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Jennie **STEVENS**

MPP for St. Catharines



CONTACT US

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