

2023

New
Edition!

Tenant Guide



**Bhutla
Karpoché**

MPP for Parkdale—High Park

Housing is a Human Right

Dear Community Members,

Thank you for your continued appreciation of my Tenant Guide as a resource over the years. We are grateful this has remained a helpful tool for so many members of our local community and beyond.

The housing crisis in Ontario remains at the forefront of everyone's mind. Toronto ranks as second most expensive city in Canada in which to rent. Renters here in Parkdale—High Park and across Toronto continue to face challenges due to 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. Protecting tenants and ensuring that rental housing in Toronto is affordable remains a top priority for me.

I am committed to fighting for our community to have access to safe, stable, and affordable housing. From the homelessness crisis to bad-faith evictions, to renovictions and demovictions, to unexplained and illegal above-guideline rent increases, these are provincial policy choices that continually hurt residents. I will continue to engage with 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.

Please review this guide and should you have any questions, contact us. We will either provide direct support or will redirect you to additional resources. You can reach us at BKarpochke-CO@ndp.on.ca or by phone at 416-763-5630.

Sincerely,



Bhutla Karpochke

MPP for Parkdale—High Park

Housing legislations I have tabled

Bill 8, Anti-Money Laundering in Housing Act, 2022

Status: ☒ First Reading Carried, August 18, 2022

The Bill enacts the *Anti-Money Laundering in Housing Act, 2022*. The Act requires the Minister to develop and implement a landowner transparency plan which is a plan to establish a public registry of beneficial property owners. Section 3 of the Act sets out what is to be included in the plan. Section 4 of the Act requires the Minister to prepare a progress report and table the progress report in the Assembly.

Bill 25, Rent Stabilization Act, 2022

Status: ☒ First Reading Carried, October 26, 2022

The Bill amends the *Residential Tenancies Act, 2006* to do the following:

1. Repeal and replace the rules relating to the landlord's responsibility to maintain a residential complex under section 20 of the Act.
2. Create a mechanism by which tenants may apply to the Landlord and Tenant Board in circumstances in which a landlord has failed to comply with certain orders or a previously mediated settlement.
3. Set out new rules for rent that can be charged by a landlord to a new tenant.
4. Expand the circumstances in which a tenant may apply to the Landlord and Tenant Board for an order determining the maximum amount of rent that the tenant may lawfully be charged.
5. Establish a rent registry to be maintained by the Landlord and Tenant Board and set out rules requiring that landlords file statements with the Board for inclusion in the registry, providing for consequences for failing to file the statement and governing the disclosure of information in the registry.

In addition, the *Legal Aid Services Act, 2020* is amended to require the mandatory provision of legal representation before the Landlord and Tenant Board to individuals who are directly affected by an application for a rent increase that is more than the guideline determined under the *Residential Tenancies Act, 2006*.

Bill 47, Protecting Human Rights in an Emergency Act (Emergency Power Generators), 2023

Status: ✖ Second Reading, Lost on division, February 23, 2023

The Bill enacts the *Protecting Human Rights in an Emergency Act (Emergency Power Generators), 2022*. The Act amends the *Residential Tenancies Act, 2006* and the *Condominium Act, 1998* to require landlords and corporations, respectively, to ensure buildings have emergency power generators.

Bill 48, Rent Control for All Tenants Act, 2022

Status: ✔ First Reading Carried, November 24, 2022

The Bill amends the *Residential Tenancies Act, 2006* by repealing section 6.1, which provides for certain exemptions from rules relating to rent.

To read more on these bills, please visit:

bhutilakarpochec.ca/queens-park

I've also joined tenant groups in our community calling for the province to mandate a maximum temperature under the *Residential Tenancies Act*. ▶



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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's access to unit;
- And more...

The Residential Tenancies Act applies to you if you are renting:

- In a condominium, house (including basement), 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:

ontario.ca/laws/statute/06r17



Common Disputes

Pets

While a landlord can refuse to rent to a person who has a pet, they cannot evict a tenant for having a pet. This is true even if the tenant has agreed to not have a pet in their lease. Any such clause is void. There are specific cases where a landlord can evict a tenant for having a pet, most commonly when the pet:

- is considered 'inherently dangerous';
- makes too much noise;
- damages the unit;
- gives other tenants allergic reactions.



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 adhere to 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 persistent issue for many tenants in Parkdale—High Park. 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.);
- ➔ 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), you will have the option to apply for a rent abatement, rent rebate, or reimbursement of out-of-pocket costs.

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.

Livmore High Park Tenants' Association

Livmore High Park Tenants' Association represents all tenants who live in the Livmore High Park buildings, located at 50 High Park Ave and 55 Quebec Avenue in Toronto. If you are resident of either of these two buildings, you can reach them at:

livmorehp.tenants@gmail.com.

Parkdale Organize

Parkdale Organize is a membership-based group of working-class people who organize to build neighbourhood power in Parkdale. Find out more at **parkdaleorganize.ca**.

High Park Tenants' Association

The High Park Tenants' Association (HPTA) is a volunteer tenant group that works on behalf of tenants to improve the welfare, safety, and quality of life of its members as residential tenants. Find out more at **hpta.ca**.

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**.

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 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**.

My Office

I encourage you to call my office if you have any questions about organizing a tenants' association. My staff would be more than happy to help support your effort to organize in your building.

MPP Bhutla Karpoche Community Office

2849 Dundas St W, Toronto, ON M6P 1Y6
416-763-5630 • BKarpoche-CO@ndp.on.ca
www.BhutlaKarpoche.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 416-763-5630 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.

You can also contact the **Ontario Human Rights Legal Support Centre: 1-800-387-9080** or **416-326-9511**. website: hrlsc.on.ca

For more information: ohrc.on.ca/en/social_areas/housing

RentSafeTO

RentSafeTO is a bylaw enforcement program under the City of Toronto that aims 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 can 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 regulations, 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 month's rent.

Moving out as a month-to-month tenant

If you are a month-to-month tenant, (you have not signed a lease or did not renew your existing lease) you must give your landlord 60 days written notice that you are planning on ending your tenancy. The one exception to this is if you pay your rent on a weekly basis, you only need to give 28 days written notice.

Key Note: You do NOT have to move out when your lease expires. You automatically become a month-to-month tenant.

Eviction

There are conditions under which a landlord may terminate a tenant's lease.

Key Note: As soon as you are informed that you are facing eviction, reach out to see what options are at your disposal. Calling the FMTA's Tenant Hotline at **416-921-9494** is an important first step.

Termination of lease

There are conditions under which a landlord can end your tenancy at the end of your lease without error on the part of the tenant. Most commonly:

- The landlord "in good faith" needs to move into the unit, needs to move an immediate family member into the unit, or needs to move in a person who provides care services to a member of their immediate family. The landlord in this case must be an individual, not a corporation. **A tenant evicted for this reason is entitled to one month's rent in compensation;**

- ➔ The property is sold, and the building is not more than three units (or it is a condominium being rented out by the owner, and the new landlord wants to move into the unit or move in a member of their family or caregiver. **A tenant evicted for this reason is entitled to one month's rent in compensation;**
- ➔ A renovation or demoviction (see below).

Renovictions or Demovictions

A renovation 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 they would have paid had their tenancy 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 these requirements 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); 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.
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 with 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 landlord's conduct—for example because of a failure to perform repairs or otherwise violating your rights as a tenant—you **must** immediately 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 counsel or you may provide your own counsel. 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 by 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 wrongfully evicted, I urge you to contact your legal clinic or the Centre for Equality Rights in Accommodation to get the help you need. Please email or call my office at BKarpoche-CO@ndp.on.ca or 416-763-5630 for additional supports.

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, because 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 property 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 an additional 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 Associations 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 this 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 residents themselves. 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 and any history of persistent pest issues is just as important.

Find out if there is a tenants' association

Tenants' 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;
- 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



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. However, you may wish to purchase tenant insurance for your own protection in case you suffer a loss of property due to fire, flood, theft, or other such issues within your unit.

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, dated, 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 RentSafeTO 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, causing excessive noise, 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 connect you with a lawyer or paralegal who can provide a free legal consultation of up to 30 minutes.

lsrs.iso.ca/lsrs/welcome



Key Contacts



Bhutila Karpoche MPP for Parkdale—High Park

📠 2849 Dundas St W M6P 1Y6
☎ 416-763-5630
✉ bkarpoch-co@ndp.on.ca
🌐 BhutilaKarpoche.ca

Arif Virani MP for Parkdale—High Park

📠 1596 Bloor St W
☎ 416-769-5072
✉ arif.virani@parl.gc.ca
🌐 [ourcommons.ca/members/en/arif-virani\(88910\)](http://ourcommons.ca/members/en/arif-virani(88910))

Gord Perks City Councillor for Ward 4

📠 100 Queen St W, #A1
☎ 416-392-7919
✉ councillor_perks@toronto.ca
🌐 gordperks.ca

Debbie King TDSB Trustee for Ward 7

📠 5050 Yonge St
☎ 416-395-8787
✉ debbie.king@tdsb.on.ca
🌐 tdsb.on.ca/ward7

Teresa Lubinski TCDSB Trustee for Ward 4

☎ 416-512-3404
✉ teresa.lubinski@tcdsb.org
🌐 tcdsb.org/page/ward-4-parkdale-high-park-etobicoke-lakeshore

Community Legal Aid Clinics and Other Legal Aid

Legal Aid Ontario

☎ 1-800-668-8258
🌐 legalaid.on.ca

Parkdale Community Legal Services

☎ 416-531-2411
🌐 parkdalelegal.org

West Toronto Community Legal Services

📠 1032 Bloor St. W., M6H 1M2
☎ 416-531-7376 🌐 wtcls.org

Community Legal Education Ontario

🌐 cleo.on.ca

Pro Bono Ontario

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

Which can connect you with a lawyer or paralegal who can provide a free legal consultation of up to 30 minutes.

🌐 lsrs.lso.ca/lsrcs/welcome

Parkdale Organize

☎ 647-874-8793

✉ parkdaleorganize@gmail.com

High Park Tenants' Association

✉ hello@hpta.ca

**Federation of Metro
Tenants Association**

☎ 416-921-9494

🌐 torontotennants.org

Toronto ACORN

☎ 416-461-9233

🌐 acorncanada.org

**Advocacy Centre for
Tenants Ontario**

🌐 acto.ca

**Centre for Equality Rights
in Accommodation**

☎ 416-944-0087 Ext 1

✉ cera@equalityrights.org

🌐 equalityrights.org/cera

**Landlord and Tenant
Board of Ontario**

☎ 416-645-8080

🌐 tribunalsontario.ca/ltb

Toronto Rent Bank

☎ 416-924-2543 Ext 226

🌐 nipost.org/Toronto-rent-bank

Housing Connections

🌐 housingconnections.ca

**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

2-1-1

Referrals to government,
community, social and health
services

✉ gethelp@211ontario.ca

🌐 211ontario.ca

Toronto Community Housing

☎ 416-981-5500

✉ help@torontohousing.ca

🌐 torontohousing.ca

Government of Ontario

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

**Ontario Human Rights
Commission**

☎ 416-326-9511

✉ info@ohrc.on.ca

🌐 ohrc.on.ca

**Evangeline Residence
(women's shelter)**

☎ 416-531-2411

🌐 torontohhs.org/shelters/
evangeline-residence

Bhutila Karpoché

MPP for Parkdale—High Park



Contact us

MPP Bhutila Karpoché Community Office

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