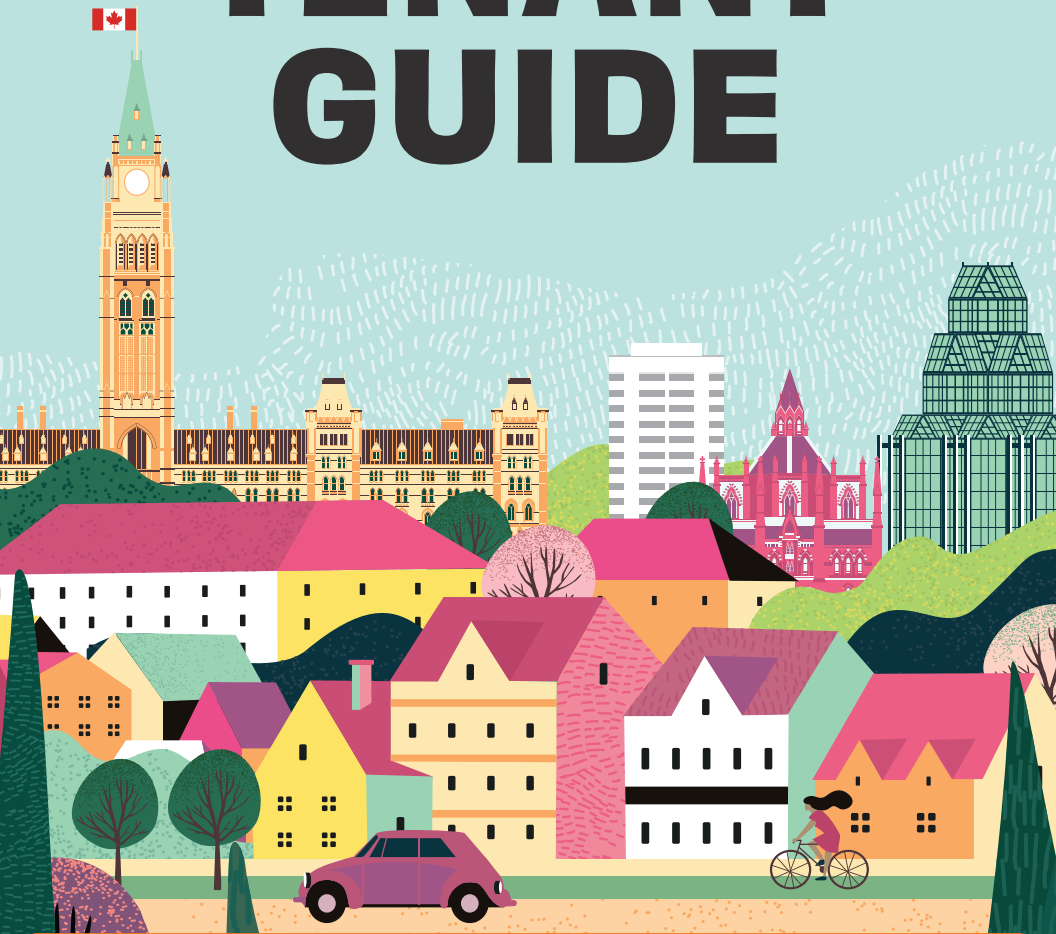


2025

TENANT GUIDE



Chandra
PASMA

MPP for Ottawa West—Nepean

Tenants: Know Your Rights!

Dear Community,

After creating this guide for our community in early 2024, its popularity quickly grew, and my team and I made it a priority to make sure it got into the hands of as many renters and tenants as possible across Ottawa West—Nepean. We are grateful that this resource has remained a valuable tool for so many of you and I am glad to have received feedback from all of you about what information has been helpful. Your continued engagement with me and my team is what has made this guide possible.

Ontario's housing crisis continues to worsen and this government's plan to demolish rent-controlled apartments to make room for luxury developments and more condos will do nothing to fix it. The current state of limited and unaffordable rental housing is especially devastating to working-class tenants, seniors on fixed incomes and people on ODSP and OW, but it has become much more far-reaching.

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



Chandra speaking with tenants at Accora Village.

That's why we demand real rent control, including an end to vacancy decontrol and illegal above guideline rent increases. We demand accountability from the Landlord and Tenant Board instead of chronic underfunding and exorbitant wait times. We know that people need support now.

This guide is meant to help you communicate with your landlord, secure affordable housing, and advocate for your rights as tenants. In it, you'll find a list of commonly asked questions to help you communicate with your landlord, an overview of your tenant rights, and community resources that can help you find affordable housing or give legal advice.

Please review this guide, and do not hesitate to contact my office should you have any housing questions. We take pride in advocating for the people of Ottawa West—Nepean and we can provide support and referrals to additional resources. You can reach us at CPasma-CO@ndp.on.ca, or by phone at 613-721-8075.

Sincerely,



Chandra Pasma, MPP for Ottawa West—Nepean



Chandra introducing her Private Member's Bill to require all apartment and condo buildings to have back-up generators.

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Chandra speaking with a resident at Foster Farm.



Chandra at the Duchess to speak with residents about their rights as tenants.

New 2025 Rent Regulations

The rent increase guideline for **2025** has been set at **2.5%**. A landlord can only raise your rent once every 12 months and you must get written notice of a rent increase at least 90 days before it goes up. 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.

Your rights are protected under the Residential Tenancies Act:

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

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



You cannot be evicted for

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

Your rights

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

When you are paying for additional costs...

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

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

Above Guideline Rent Increase

- You do not need to pay a rent increase that does not respect the rules in accordance with the Residential Tenancies Act.
- You can challenge your rent increase if it has increased above 2.5% and your building was built before 2018.
- Your landlord can also issue an Above Guideline Increase if they have incurred costs through capital expenditures, increase in taxes or increased security services provided to the building.
 - ▶ A capital expenditure is money spent on a significant renovation, repair, replacement, or new addition that has an expected benefit of at least five years. A capital expenditure that replaces an item that did not need replacing will not be eligible for an AGI.

You can fight a rent increase!

- Tenants who wish to challenge an AGI can become a Respondent at the Landlord and Tenant Board. You are legally entitled to see your landlord's documents before your hearing.
- If you wish to challenge an AGI, you should reach out for advice to Community Legal Services Ottawa (CLSO).

Evictions

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

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

How to prevent an eviction:

- ➔ Interference of Reasonable Enjoyment: stop the offending behaviour within 7 days.
- ➔ Non-Payment of Rent: pay rent within 14 days.
- ➔ Overcrowding: reduce the number of people within 7 days.
- ➔ Damage: fix the damage or pay the cost of repair within 7 days.

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

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

Renovictions

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

When this occurs for renovations, the tenant must be offered the opportunity to move back into the renovated unit at the same rent that the landlord could have charged if their tenancy had not been interrupted (note, this is not possible for demolition or conversion).

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

Eviction Process

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

The Landlord and Tenant Board will inform you by mail that an eviction application has been filed against you. You will then receive a Notice of Hearing which will tell you the time and the place of your eviction hearing. If you intend to argue that you should not be evicted or be forced to pay the full amount because of the landlord's conduct—for example because of a failure to perform repairs or otherwise violating your rights as a tenant—you must now give advance written notice of your intent to raise issues in your defence before the hearing or they may not be considered. You can seek to raise issues for compensation in a rent arrears application (s. 82). These must be raised in advance (in a Form: Issues a Tenant Intends to Raise in Response to Rent Arrears).

The Landlord and Tenant Board must consider all relevant circumstances in every case (s.83) and eviction must not be ordered where the landlord is in significant breach of their obligations or retaliating against a tenant who is attempting to enforce their rights (s.83(3)). It is ideal to raise this in advance but not mandated by the rules.

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

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

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

Common Disputes

Pets

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

- Is considered 'inherently dangerous,'
- Makes too much noise,
- Damages the unit,
- Gives other tenants allergic reactions, or
- Lives in a condominium that does not allow pets.



The city of Ottawa allows no more than three dogs or five cats per residence. The total number of both dogs and cats an Ottawa resident can keep in one residence shall not exceed five.

Entry Notice

Unless there is an emergency or you've given notice that you will be moving out, your landlord cannot enter your unit without providing written notice **24 hours in advance**. The landlord must have a valid reason for the entry. These can include:

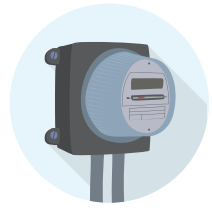
- To repair the unit.
- To carry out a reasonable inspection of the unit.
- For another reason, specified in the tenancy agreement.

Meter Installation

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

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

If you are an existing tenant who is not paying electricity, **you do not have to agree to this change.**



Acceleration Clause

A provision in a tenancy agreement stating that all or part of the remaining rent becomes due if a tenant fails to pay rent or violates another part of their lease is **VOID and unenforceable**.

Damage Deposit

Landlords **cannot** collect a damage deposit to pay for damage done to the unit.

Key Deposit

Landlords **can** collect a key deposit, but must follow the following rules:

- The deposit must be refundable.
- The amount of the deposit is not more than the cost of the keys.



Rent Deposit

Landlords **can** collect a rent deposit as long as they ask for it on or before the day that the tenant enters into a tenancy agreement. This deposit cannot be more than one month's rent and must be used to pay for the last month's rent. **It cannot be used to pay for damages to the unit.**

Pressure to Sign New Lease

After 12 months of tenancy, tenants have the right to move to a month-to-month rental agreement. Landlords **cannot** force a tenant to sign a new lease. Their lease will automatically transfer to a month-to-month tenancy and continue with the same terms and conditions but is subject to allowable rent increases.

Sublets and Assignments

Tenants **are allowed** to sublet or assign their units if they have a valid reason and have the landlord's permission to do so. The tenant **must** provide the reason to the landlord, and the term of the sublet, prior to getting approval.

Landlords must have reasonable grounds to refuse a sublet or assignment. If the tenant believes that the landlord is being unreasonable in their refusal to sublet the unit, they can file an application with the Landlord and Tenant Board.

Pests

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

- ➔ Eliminate pests and prevent their spread into other portions of the property.
- ➔ Inspect any area of the property within 72 hours of receiving any information about the presence of pests in that portion of the property.

- Hire the services of a professional pest control company licensed by the Ministry of Environment, if required.
- Keep pest management records and post them on tenant notification boards.
- Not allow the rental of any unit to a new tenant where there is a confirmed presence of pests.

How can Tenants Prevent Pests?

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

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

Bed Bugs

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

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



Signs of Bed bugs:

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

Your Responsibilities

- Tenants are responsible for keeping their unit clean.
- Tenants must not alter the locks on their unit without the permission of the landlord.
- Tenants must pay their rent on time.
- Tenants should not make excessive noise, or in other ways interfere with other tenant's reasonable enjoyment of their own units.
- Tenants must not tamper with or remove smoke alarms.
- Tenants must give 60 days notice before moving out (some exceptions apply).

Deposit

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

Before Moving In

When you are viewing an apartment, there are a few things that you should watch for, to ensure that you are not moving into a unit with many existing problems.

- Look for water damage in the bathroom and kitchen.
- Check to see if the windows or doors are drafty.
- Check the condition of the appliances.
- Make sure the cupboard doors are sturdy.
- Check water pressure in the kitchen and bathroom.
- Check for mold in the kitchen, bathrooms, and around windows.
- Test outlets to ensure they are in working order.

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

Get it in writing!

Finally, make sure that you get everything in writing. This will protect you in the case of a breakdown in the relationship between you and your landlord.

Things to get in writing include:

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

Tenant FAQs



I moved into a unit in disrepair. Do I have to pay for repairs?

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

I’ve lived in my apartment for 5 years and my landlord wants me to sign a new lease. Can they make me?

No. After you have signed your original lease, your landlord cannot force you to sign a new one. After your lease expires, you simply become a month-to-month tenant.

I’m looking for an apartment for me and my child and I’ve come across an “adults only” building. Is this allowed?

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

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

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

I moved in a year ago and now my landlord is demanding I get tenant insurance. Do I have to?

No. Unless it is explicitly stated in your lease that you need to purchase tenant insurance, your landlord cannot force you to do so.

I need repairs in my unit. What should I do?

The first step should be to bring up this issue with your landlord. Put your maintenance request in writing and give it to your landlord. Keep a copy for yourself and note down the date you made the request. If your landlord fails to make the repairs in a timely fashion, call 311 or RentSafe and report the issue. Remember to always take pictures, if possible, of any outstanding repairs!

Can my landlord charge me late fees or penalties for late payments?

No. Landlords cannot charge their tenants late fees or other penalties for late payments, though they may give incentives for early or prompt payments.

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

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

Can my landlord make me change how I pay rent?

No. The payment method you agreed to in your lease cannot be changed unless both you and your landlord agree. Your landlord cannot force you to use a different method or charge extra fees without your consent. If they try to pressure or threaten you, this is not allowed. You can report this to the Landlord and Tenant Board (LTB) for help.

Resources

If you are going to challenge a rent increase or your tenants' rights are not being respected, please contact legal aid, a legal clinic, or a tenants association.

Acorn Ottawa

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

613-746-5999

ottawa@acorncanada.org

acorncanada.org/locations/ottawa-acorn

Action Housing and Housing Help

Action Housing and Housing Help are housing-loss prevention organizations in Ottawa. They can provide free service to low- and moderate-income people and families to access safe and affordable housing. Both organizations offer similar service, but access is based on geographical area of residency.

613-562-8219

info@action-logement.ca

Action Housing - action-logement.ca/en/action-housing

613-563-4532

info@housinghelp.on.ca

Housing Help - action-logement.ca/en/housing-help

Canadian Centre for Housing Rights (CCHR)

The Canadian Centre for Housing Rights (CCHR) is Canada's leading non-profit organization working to advance the right to housing. They provide more in-depth information on tenant's rights and housing law.

416-944-0087

cchr@housingrightscanada.com

housingrightscanada.com

Community Legal Services Ottawa

CLSO is a non-profit community legal clinic that provides free legal services to low-income people. They can provide legal help regarding housing, social assistance and disability, immigration, and refugee law. They provide legal help for tenants regarding evictions, harassment by landlords and rent subsidy cut off. They also provide duty council services, meaning they can prepare questions and possible arguments you can use in your hearing at the Landlord Tenant Board.

CLSO South 613-733-0140

CLSO Centre 613-241-7008

CLSO West 613-596-1641

clsottawa.ca/legal-topic/housing-law

Pro Bono Ontario

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

Hotline available Monday – Friday, 9 am – 5 pm

Phone: 1-855-255-7256

probonoontario.org/housing

Clinique Juridique Francophone D'Ottawa

This is a non-profit community legal clinic that provides free legal services to low-income people. Their services are specifically for those who are francophone. They can provide legal help regarding housing, social assistance and disability, immigration, and family law. They provide legal help for tenants regarding evictions, harassment by landlords and rent subsidy cut off.

613-744-2892

cscv@csvanier.com

cscvanier.com/fr/juridique

Ontario Legal Information Centre

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

legalinfocentre.ca

Landlord and Tenant Board of Ontario

416-645-8080

ltb.gov.on.ca

tribunalsontario.ca/ltb

Legal Aid Ontario

1-800-668-8258

legalaid.on.ca

Ontario Human Rights Commission

416-326-9511
info@ohrc.on.ca
Ohrc.on.ca

City of Ottawa By-law Regulatory Services – Enforcement and Inspections

3-1-1
613-580-2400
Toll-Free: 1-866-261-9799

Rent Supplement Program (City of Ottawa)

The Rent Supplement Program provides affordable housing to eligible low-and moderate-income families in social housing. Once enrolled, households pay no more than 30 per cent of their income towards rent. To make an application for subsidized housing in Ottawa, contact the Social Housing Registry.

613-526-2088
rentsuppprog@ottawa.ca
ottawa.ca/en/family-and-social-services/housing/
subsidized-housing/rent-supplement-program

University of Ottawa Legal Clinic

613-562-5600
uottawa.ca/faculty-law/common-law/community-legal-clinic

Queen's Park Office of MPP Chandra Pasma

416-325-3001
CPasma-QP@ndp.on.ca

Community Office of MPP Chandra Pasma

613-721-8075
CPasma-CO@ndp.on.ca

Food Banks

FAMSAC Ottawa West End Foodbank

3865 Old Richmond Rd
613-820-5428

Ottawa Food Bank

2001 Bantree St
613-745-7001

Britannia Woods Food Pantry

115 Ritchie St, Unit 9
613-820-0853

Caldwell Family Centre Food Bank

1100 Medford St, Units 20-22
613-728-1800

Morrison Gardens Food Centre

985-A Morrison Dr
613-596-6229

Pinecrest Terrace Community House

2483B Iris St
613-596-6703

Cooperative Ami Jeunesse

2720 Richmond Rd
613-820-3073

Emergency Shelters

Carling Family Shelter

2980 Carling Ave
613-580-9610

The Ottawa Mission Emergency

35 Waller St, Ottawa

Shepherds of Good Hope

233 Murray St, Ottawa
613-241-6494

Stepstone House

60 Chippewa Ave
613-421-4140

Operation Come Home

Youth ages 16-24
613-230-4663 x 254

City of Ottawa

Call 3-1-1
Toll-Free: 1-866-261-9799
TTY: 613-580-2401

Salvation Army

171 George St, Ottawa

Women's Shelters

Cornerstone

515 MacLaren St
613-233-2243

Interval House of Ottawa

613-234-8511
613-234-5181 (Crisis Line)

Services

Anglican Social Services

For individuals who have
difficult to access services
elsewhere due to illness,
disability, or homelessness.

454 King Edward Ave
613-235-4351

Avenue Community House

2084 Banff Ave, Unit A & B
613-739-5702

Caldwell Family Centre

Housing, food bank, meal
program, and social services

1100 Medford St, Units 20-22
613-728-1800

Capital City Mission

Drop-in centre
521 Rideau St, Ottawa
613-241-2407

Centretown United Church

507 Bank St, Ottawa
613-233-5626 ext 221

Foster Farm Family House

1085 Ramsey Cres,
Unit 332 & 334
613-596-4866

Maison Marie-Louise – Services Francophones

235 Ste Anne Ave N, Apt 1
613-746-9046

Minwaashin Lodge

Indigenous Services

2323 St. Laurent Blvd
613-741-5590

Odawa Native Friendship Centre

Indigenous Services

815 St Laurent Blvd
613-722-3811

Ottawa Innercity Ministries

Faith based, Everyone
Welcome, Veterans

391 Gladstone Ave, Ottawa
613-237-6031

**St Luke's Table,
St Luke's Anglican Church**

Faith based, Everyone Welcome

760 Somerset St W
613-234-6287

Youth Services

Young Women 613-789-8220
Young men 613-907-8975
info@ysb.ca

**Youth Services Bureau
(Downtown Ottawa)**

147 Besserer St, Ottawa
613-241-7788

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



Chandra at a rally with ACORN fighting against illegal rent increases.

Chandra **PASMA**

MPP for Ottawa West—Nepean



Community Office

Unit 500, 1580 Merivale Rd.

Nepean, ON K2G 4B5

☎ 613-721-8075 ✉ CPasma-CO@ndp.on.ca

