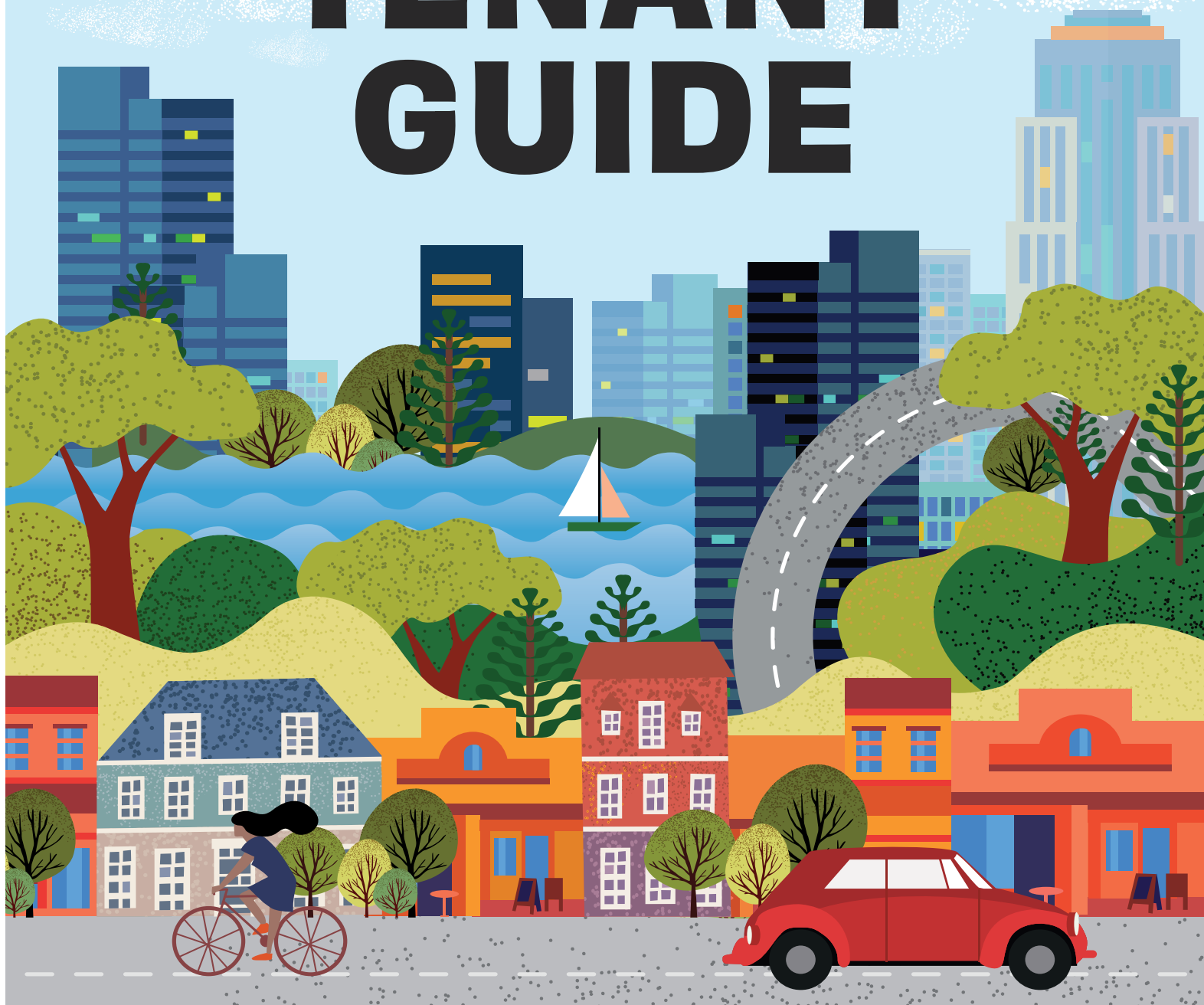


2025

TENANT GUIDE



CATHERINE FIFE

MPP for Waterloo

Table of Contents

Key Information for 2025	4
The Residential Tenancies Act (RTA).....	4
Common Disputes	5
Tenant Support & Organizing	8
Tenant Rights	9
Pests	10
Moving Out	10
Eviction	11
Rent Increases	14
Before Moving In	15
Tenant FAQs	17
Key Contacts	18

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

Community Office

Suite 220, 100 Regina Street S
Waterloo

519-725-3477
cfife-CO@ndp.on.ca

Housing is a Human Right

Dear Community,

This is the second edition of my Tenant Guide. I hope that it will be a helpful tool for you to use and share with others in the local community and beyond.

The housing crisis in Ontario is at the forefront of everyone's mind. Renters in Waterloo continue to face challenges because of the effects of the pandemic and the affordability crisis. Over the past year, we have been contending with the pressures of soaring inflation as well as the effects of the government's historic failure to live up to their own inadequate housing starts plan.

According to Financial Accountability Office Ontarians haven't seen so few housings starts since 1955, back when the population of Ontario was only 5.5 million. Now with nearly triple the population Ontarians are feeling the hurt; it is no wonder there are over 234,000 unhoused people in our province.

Make no mistake this crisis was the choice of the government. When they pass legislation like Bill 23 and claim it will allow us to build more homes to address the housing shortage. We know and can now see that in practice, Bill 23 has jeopardized affordable homes, made renting more expensive, permitted massive urban sprawl, and cut funding to municipalities. Bill 23 gave the government permission to ban and restrict city rules that require developers to return tenants to their rent-controlled apartment after construction of a new, bigger condo is complete.

In our community, where at least 30 per cent of residents are tenants and many buildings are aging, this is a recipe for the displacement of people, including vulnerable seniors on fixed incomes and people already barely

making ends meet on ODSP/OW. It may come as no surprise then that from 2021-2024 the number of unhoused members of our community has more than doubled going from 1,085 in 2021 to 2,371 in 2024. This is an unacceptable status quo and one my Official Opposition colleagues and I will continue to fight to change.

I am committed to fighting for our community to have access to safe, stable, and affordable housing. As your MPP, I 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. That is why I know that the right path forward is to get the government back in the business of building housing. After all, if one of the government's responsibilities is to protect people's rights then we need to protect people's basic right to shelter. Which is why my colleagues, and I are working to pass our Homes Ontario plan. If passed, Homes Ontario will build 250,000 new affordable and non-market homes on public land across the province which will be built or operated by public, non-profit, or co-op housing providers. If the private market won't build the housing Waterloo needs, then we will.

I am deeply grateful for the opportunity to represent our community. Please review the guide, and if you have any housing questions, reach out to my office at cfife-CO@ndp.on.ca or 519-725-3477 and we will either provide direct support or redirect you to additional resources.

Your Neighbour,



Catherine Fife, MPP for Waterloo

Key Information for 2025



New 2025 Rent Regulations

The rent increase guideline for 2025 has been set at 2.5%.

There are some important exceptions:

- ▶ Your rent may be increased by up to 3% above the guideline if your landlord is approved for an Above Guideline Rent Increase (AGI).
- ▶ If your rental unit was built and first occupied **after** November 15, 2018, then your rent is not controlled, and there is no maximum annual increase. This includes additions to existing buildings and most new basement apartments.
- ▶ Rent increases are also not capped in vacant residential units, community housing units, long-term care homes, or commercial properties.

The Residential Tenancies Act (RTA)

The RTA is the legislation that governs most landlord/tenant arrangements in private market rental housing in Ontario. The RTA came into effect on January 31st 2007.

The RTA covers almost every aspect of tenancy and sets regulations regarding:

- ▶ Rent collection;
- ▶ Repairs and maintenance;
- ▶ Rent increases and reductions;
- ▶ Tenant selection;
- ▶ Tenant responsibilities;
- ▶ Landlord's responsibilities
- ▶ Eviction and lease termination;
- ▶ Landlord access to unit;
- ▶ And more



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

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

The Residential Tenancies Act **may not apply to you** completely if you are renting:

- ▶ In a student residence, or other institutional facility;
- ▶ In a hospital or emergency shelter;
- ▶ In a hotel, or other temporary accommodation;
- ▶ In accommodations where you are sharing a kitchen or bathroom with the landlord or a member of their immediate family;
- ▶ In jail.

Disputes in these dwellings would fall under ordinary civil law, human rights law, or a regulatory authority for the specific institution.

You can find a full draft of the updated Residential Tenancies Act at the following link:
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;
- ▶ lives in a condominium that does not allow pets.



In Waterloo, you are allowed up to 3 dogs 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 (i.e. electricity, heat, gas, water);
- ▶ If there is an agreement between the landlord and tenant for the landlord to clean the unit at regular intervals.

For a complete breakdown of entry notice rules, please refer to the RTA Sections 26 and 27.

Meter Installation

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

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

Once the tenant agrees to pay for utilities, the landlord may seek compensation from them if they do not pay.

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



Acceleration Clause

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

Damage Deposit

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

Key Deposit

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

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

Rent Deposit

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

Pressure to Sign New Lease

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

Subletting

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

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

Heating

In the City of Waterloo, landlords are required to provide heating to **a minimum of 21 degrees Celsius** in all living spaces within a dwelling.

Compensation for Lack of Maintenance

If you accrue any additional costs due to failed maintenance by the landlord and/or while waiting for repair (for example additional costs from using a space heater in lieu of a working furnace), this must be matched by a reduction in rent.

Property Maintenance

Some landlords will do property maintenance as part of the lease and some will not. This should be in the lease and determined in advance. If you are responsible for property maintenance, you must comply to city by-laws.

They are:

Lawn Maintenance – Lawns must be maintained under 8 inches in height. In the summer (May 31 to Sep 30), lawn watering may only take place on the assigned day between 5:30 a.m. to 10 a.m. and 7 p.m. to 11 p.m. Addresses ending with a:

- ▶ **0 or 1** water lawns on **Mondays**
- ▶ **2 or 3** water lawns on **Tuesdays**
- ▶ **4 or 5** water lawns on **Wednesdays**
- ▶ **6 or 7** water lawns on **Thursdays**
- ▶ **8 or 9** water lawns on **Fridays**

Snow Removal – In Waterloo, you are responsible for clearing snow off your sidewalk within 24 hours on snowfall if you have a personal sidewalk. If you live in an apartment complex, this is the responsibility of the property managers.

Rental Housing Enforcement Unit (RHEU)

If you are struggling to get your landlord to meet their obligation you can reach out to the Rental Housing Enforcement Unit. The RHEU is a government service that tries to make sure landlords and tenants follow the law. You can contact the RHEU at their toll-free phone line: **1-888-772-9277**. Sometimes landlords will change their behaviour when someone from the RHEU contacts them.

City of Waterloo Municipal Enforcement

If you suspect your rental unit is below minimum standards and the property manager is unwilling to fix the problem, you can request an inspection. You do not need to notify the property manager of an inspection, though they do require a tenant to provide voluntary access to the unit.

You can reach out to Municipal Enforcement by emailing them your request for an inspection at **municipalenforcement@waterloo.ca** or by calling them at **519-747-8785**.

They will review all requests and reply within two business days. If a unit is found in poor condition, they have the authority to issue an order for the property owner to comply with the city bylaw. The property owner has the right to appeal an order within 14 days of issue.

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 few groups in Waterloo who can help you with organizing in your building and providing tenants with more information about their rights. Here are a few key resources (more to follow at the back of this guide).

ACORN (Association of Community Organizations for Reform Now)

ACORN has been active in Toronto since 2004 and is a non-profit membership organization comprised primarily of tenants. They started a Waterloo chapter this year and are growing quickly. While their organizing scope goes beyond tenant issues, they have spearheaded many campaigns on housing. You can reach Waterloo ACORN at **kw@acorncanada.org** or **acorncanada.org**

Advocacy Centre for Tenants Ontario (ACTO)

ACTO is a community legal clinic specializing in housing issues related to tenants. They have a provincial mandate to defend the interests of low-income tenants: **acto.ca**

Canadian Centre for Housing Rights (CCHR)

The Canadian Centre for Housing Rights (CCHR) is Canada's leading non-profit organization working to advance the right to housing: housingrightscanada.com

Starling Community Services (Formerly Lutherwood)

Starling is a progressive, not-for-profit health and social service organization that provides mental health, employment, and housing services in Waterloo Region and Wellington County: starlingcs.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 **519-725-3477** 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 or email: cchr@housingrightscanada.com and the Ontario Human Rights Commission: **1-800-387-9080** or **416-326-9511**. For more information: ohrc.on.ca/en or email: info@ohrc.on.ca

Pests

Landlords are responsible for maintaining a unit that is free of pests.

To this end, any landlord who is aware of the presence of pests must:

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



Moving Out

When you are moving out of your apartment, you must give your landlord written notice in advance.

Moving out at the end of your lease

If you are planning on moving out at the end of your lease, you must give your landlord at least **60 days written notice** that you are planning on ending your tenancy.

Moving out before the end of your lease

If you plan on moving out before the end of your lease, you can ask the landlord to sign an agreement to terminate your tenancy. However, your landlord is under no obligation to sign such an agreement. If your landlord refuses to allow you to terminate your tenancy, you may sublet or assign your apartment for the remainder of your lease. Your landlord must cooperate with your effort to sublet or assign the apartment. You must provide **60 days written notice** to your landlord of your intention. In this case, you are entitled to recover your rent deposit including any accrued interest, or apply it to your last months rent.

Moving out as a month-to-month tenant

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

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

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, you can reach out to Eviction Prevention Waterloo Region at **519-579-3800**, ext. 6 to see what options are your disposal.

Termination of lease

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

- ▶ The landlord "in good faith" needs to move into the unit, needs to move an immediate family member into the unit, or needs to move in a person who provides care services to a member of their immediate family. The landlord in this case must be an individual, not a corporation. **A tenant evicted for this reason is entitled to one month's rent in compensation;**
- ▶ The property is sold, and the building is not more than three units (or it is a condominium being rented out by the owner, and the new landlord wants to move into the unit or move in a member of their family or caregiver. **A tenant evicted for this reason is entitled to one month's rent in compensation;**
- ▶ A renoviction or demoviction (see below).

Renovictions or Demovictions

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

Renoviction

When this occurs for **renovations**, the tenant must be offered the opportunity to move back into the renovated unit at the same rent that the landlord could have charged if their tenancy had not been interrupted.

If the tenant intends to move back in when the renovations are complete, they must notify the landlord before they move out.

If they **do** intend to move back, the landlord is either required to pay compensation of up to **3 month's rent (1 month if the building has less than 5 units)** or the rent for the period 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 **3 months rent**.

If a landlord does not allow the tenant to return (even though they gave notice that they wanted to) after the renovations are completed, the tenant can apply to the Landlord Tenant Board for compensation. The landlord may be ordered to pay up to **12 months** of the rent previously paid by the tenant and other costs or fines. The tenant must apply for compensation within **2 years** of vacating the apartment.

Demoviction

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

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

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

Eviction for Cause

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

- ▶ Non-payment of rent;
- ▶ Committing illegal acts in the apartment;
- ▶ Misrepresentation of income, if receiving social assistance;
- ▶ Overcrowding;
- ▶ Causing significant damage in the apartment;
- ▶ Putting other tenants in danger;
- ▶ Unauthorized renovations or demolition;
- ▶ Interfering with the reasonable enjoyment of neighbours (this could include making excessive noise); waterloo.ca/en/living/noise-complaints-and-exemptions.aspx#
- ▶ Keeping a pet that is making excessive noise, damaging the apartment, or is considered dangerous. city.waterloo.on.ca/en/living/animal-control-bylaw.aspx

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 it.

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 them or to order payment of rent arrears. The landlord may apply for this compensation for up to one year after the tenant moves out.

Landlords are now able to seek damages from current and former tenants if the tenants agree to pay utility costs but do not do so.

In addition to eviction, landlords may also seek damages from current and former tenants for interference with the landlord's reasonable enjoyment of the residential complex (or another lawful right, privilege or interest) caused by the tenant.

Important note: Remember, if you are having trouble paying rent and your landlord presents you with an agreement to sign outlining you will pay X amount back and when. Do not sign unless you are 100% certain you can commit to the repayment. Once you sign, you're agreeing!

Eviction Process

If no remedies are taken then the landlord can move forward with the eviction process. This process begins with the landlord applying for an eviction order. These are issued by the Landlord and Tenant Board. **An eviction must be executed by the Sheriff unless the tenant leaves voluntarily, the landlord may not evict a tenant themselves.**

The Landlord and Tenant Board will mail you a notice to inform you that an eviction application has been filed against you. At this point the landlord must also present you a Notice of Hearing which will tell you the time and the place of your eviction hearing.

If you intend to argue that you should not be evicted or have to pay the full amount because of the landlords conduct—for example because of a failure to perform repairs or otherwise violating your rights as a tenant—you must now give advance written notice of your intent to raise issues in your defence before the hearing or they may not be considered.

At your Landlord and Tenant Board hearing, you will be provided with duty council or you may provide your own council. It is vital that you attend your hearing and make your case against your eviction if you want to stay in your unit. At this point you may also request mediation.

If the Board rules in favour of the landlord, then the eviction process will begin. They will issue an Eviction Order that must be executed by a Sheriff. The landlord may not evict a tenant themselves. You will be mailed a Vacate Notice. This will inform you of the date on which you need to vacate the unit. Once you are evicted you will have **72 hours to retrieve your property**. After this the landlord will assume possession of your property.

If you believe you are being incorrectly evicted, please call Eviction Prevention Waterloo Region at 519-579-3800, ext. 6.

Rent Increases

The landlord may only raise rent if **12 months** have passed since the last rent increase or since the tenancy began. The landlord is also required to give **90 days written notice** for any rent increase. If your landlord violates the notice rule you should act immediately, as if you pay the new rent for a year the increase is considered legal even if notice was not given.

Guideline Increase

For 2025, the rental increase guideline has been set at 2.5%. This means that if you paid \$1000 per month in 2024, then your rent must not exceed \$1025 per month in 2025, unless an AGI has been applied.

The guideline applies to most private residential rental units covered by the Residential Tenancies Act (RTA) but does not apply to new buildings, additions to existing buildings, or new units occupied for the first time for residential purposes after November 15, 2018.

Above the Guideline Increase FAQ

When can an Above Guideline Increase (AGI) be issued?

An AGI can be issued if the landlord incurs significant costs through capital expenditures, a significant increase in taxes, or increased security services provided to the building. Once an AGI capital expenditure is paid off, the AGI must be removed from your rent.

What is a “capital expenditure”?

A capital expenditure is money spent on a significant renovation, repair, replacement or new addition that has an expected benefit of at least five years. A capital expenditure that replaces an item that did not need replacing will not be eligible for an AGI.

What is not a “capital expenditure”?

Regular or routine maintenance work, work that is considered substantially cosmetic in nature, or work that is designed to increase the level of prestige or luxury offered by the complex are not considered capital expenditures and cannot be used to justify an AGI. In other words, that new fresh coat of paint might look pretty but it’s not a capital expenditure!

How much can an AGI increase the rent?

An AGI can raise your rent a maximum of 3% in any calendar year. However, we’ve heard from some tenants experiencing much higher rent increases that this rule isn’t always followed.

Can you fight an AGI?

Yes! You can fight an AGI. Tenants who wish to challenge an AGI can file at the Landlord and Tenant Board. You are legally entitled to see your landlord’s documents before your hearing. If you wish to challenge an AGI, you should reach out to the Federation of Metro Tenants Association at **416-921-9494**.

My unit is in disrepair! Will I have to pay an AGI?

If your unit is being seriously affected by a maintenance issue, you may be exempt from an AGI.

Where can I get more information?

The Landlord and Tenant Board has a great wealth of resources about AGIs. One key document can be found here: tribunalsontario.ca/documents/lrb/Interpretation%20Guidelines/14%20-%20Applications%20for%20Rent%20Increases%20above%20the%20Guideline.html

Before Moving In

Review the terms of the lease carefully

Make sure you know what you are signing up for. Read your lease carefully and make sure you are not in for any surprises. If you have any difficulty understanding your lease, it would be a good idea to have a legal professional review the lease for you. If you cannot afford a lawyer, there are resources in the back of the guide to help. Keep in mind that anything in your lease that violates the Residential Tenancies Act will be considered null and void.

Standard Lease

All landlords must use the standard lease template for all new leases. This is applicable in all cases, except: mobile home parks, land lease communities, most social and supportive housing, co-operative housing, care homes, and certain other special tenancies.

The standard lease can be found on the Ministry of Municipal Affairs and Housing Website: <https://forms.mgcs.gov.on.ca/en/dataset/047-2229#:~:text=Forms%2C%20Links%2C%20and%20Information&text=with%20a%20tenant.-,Until%20February%2028%2C%202021%2C%20a%20landlord%20and%20tenant%20may%20use,lease%2C%20dated%20December%2C%202020.>

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. This rental registry allows you to look up rent payments at rentalregistry.ca/en/on and this program allows you to search reviews for the person or organization you will be renting from at ratethelandlord.org.

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.

Inspecting the unit

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

- ▶ Look for water damage in the bathroom and kitchen;
- ▶ Check to see if the windows or doors are drafty;
- ▶ Check the condition of the appliances;
- ▶ Make sure the cupboard doors are sturdy;

- ▶ Check water pressure in the kitchen and bathroom;
- ▶ Check for mold in the kitchen, bathrooms, and around windows;
- ▶ Test outlets to ensure they are in working order.

Get it in writing!

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

- ▶ A signed copy of the lease;
- ▶ Any repairs the landlord promises to make before you move in;
- ▶ Contact information for the landlord;
- ▶ Receipts: for any money that you pay to your landlord, you should receive a receipt and file it.
- ▶ Receipts: if you've been forced to do repairs your landlord should be doing for you yourself! Keep receipts and take pictures. This may help you get reimbursed later if you go to the Landlord and Tenant Board.

Tenant FAQs



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

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

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

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

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

This is not allowed. Landlords are not allowed to refuse to rent to you for having a child. Buildings that are deemed “adults only” are in violation of the Ontario Human Rights Code.

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

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

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

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

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

No. Landlords cannot charge their tenants late fees or other penalties for late payments.

My lease states that I am not allowed any animals, but I've just bought a dog. Can my landlord evict me?

Your landlord cannot evict you. Even if your lease states that you are not allowed to have a pet, such a clause in a lease is not enforceable, as it is overridden by the Residential Tenancies Act. Your landlord may only proceed with an eviction process if your pet is causing significant damage to the unit or building, or endangering other tenants.

Key Contacts

People

Catherine Fife, MPP for Waterloo

100 Regina St S, Suite 220
519-725-347
cfife-co@ndp.on.ca
catherinefife.com

Bardish Chagger, MP for Waterloo

100 Regina St S
519-746-1573
Bardish.Chagger@parl.gc.ca
bardishchaggermp.ca

Region of Waterloo

519-575-4400
regionofwaterloo.ca

Region of Waterloo Help with Rent

regionofwaterloo.ca/en/living-here/
help-paying-rent.aspx

Waterloo Regional Council,

Waterloo Councillors:

Karen Redman, Regional Chair

KRedman@regionofwaterloo.ca
519-575-4585

Jim Erb, Regional

Councillor for Waterloo

519-575-4404 ext. 3411
JErb@regionofwaterloo.ca

Chantal Huinink, Regional Councillor for Waterloo

226-749-4339
CHuinink@regionofwaterloo.ca

Dorathy McCabe, Regional Councillor for Waterloo

519-747-8700
DMcCabe@regionofwaterloo.ca

City of Waterloo

519-886-1550

waterloo.ca

Waterloo City Council Members:

Dorothy McCabe, Mayor

519-747-8700

DMcCabe@regionofwaterloo.ca

mayor@waterloo.ca

Sandra Hanmer, Ward 1 councillor

sandra.hanmer@waterloo.ca

519-747-8784

Royce Bodaly, Ward 2 councillor

royce.bodaly@waterloo.ca

519-575-0093

Hans Roach, Ward 3 councillor

hans.roach@waterloo.ca

519-747-8784

Diane Freeman, Ward 4 councillor

diane.freeman@waterloo.ca

519-747-8784

Jen Vasic, Ward 5 councillor

jen.vasic@waterloo.ca

519-747-8784

Mary Lou Roe, Ward 6 councillor

marylou.roe@waterloo.ca

519-747-8784

Julie Wright, Ward 7 councillor

julie.wright@waterloo.ca

519-747-8784

Waterloo Region District School Board

519-570-0003

info@wrdsb.ca

WRDSB trustees:

Maedith Radlein (Chair)

519-635-1670

maedith_radlein@wrdsb.ca

Joanne Weston (Vice-Chair)

226-752-7781

joanne_weston@wrdsb.ca

Scott Piatkowski

519-577-2554

scott_piatkowski@wrdsb.ca

Samantha Estoesta

519-897-7298

samantha_estoesta@wrdsb.ca

Kathleen Woodcock

226-929-3101

kathleen_woodcock@wrdsb.ca

Waterloo Catholic District School Board

519-578-3360

info@wcdsb.ca

WRCDSB Trustees:

Renee Kraft (Chair)

519-578-3660 ext. 2139

renee.kraft@wcdsb

Tracey Weiler (Vice-Chair)

519-578-3660 ext. 2131

tracey.weiler@wcdsb.ca

Linda Cuff

519-578-3660 ext. 2168

linda.cuff@wcdsb.ca

Conrad Stanley

519-578-3660 ext. 2158

conrad.stanley@wcdsb.ca

Post-Secondary Institutions

University of Waterloo

uwaterloo.ca/off-campus-housing/
519-888-4567

Conestoga College

conestogac.on.ca/student-housing
519-748-5131
csi@conestogac.on.ca

Wilfred Laurier University

students.wlu.ca/student-life/residence-and-off-campus-housing/off-campus-initiatives/off-campus-housing/index.html
519-884-1970

Resources

Legal Aid Ontario

1-800-668-8258
legalaid.on.ca/en

Landlord and Tenant Board of Ontario

1-888-332-3234
tribunalsofntb.on.ca/ltb

Manager – Rental Housing Enforcement Unit

Ministry of Municipal Affairs and Housing
RHEU.info@ontario.ca
1-888-772-9277

Advocacy Centre for Tenants Ontario

1-866-245-4182
acto.ca

Community Legal Education Ontario

416-408-4420
cleo.on.ca/en

Steps to Justice

stepstojustice.ca/legal-topic/housing-law

2-1-1

Referrals to government, community, social and health services
211ontario.ca
gethelp@211ontario.ca

Shelter Movers

1-855-203-6252 (ext. 1)
info@sheltermovers.com
sheltermovers.com

Canadian Women's Foundation

1-866-293-4483
canadianwomen.org

Government of Ontario

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

Region of Waterloo

regionofwaterloo.ca/en/living-here/help-paying-rent.aspx

ACORN (Tenant Union organizing and housing resources)

519-670-1859
acorncanada.org
kw@acorncanada.org

Waterloo Region Community Legal Services

450 Frederick Street, Unit 101, Kitchener ON
519-743-0254
wrcls.ca

Support Services Locations

House of Friendship

190 Weber St. N., Waterloo
519-742-8327
houseoffriendship.org

Emergency Food Hampers:

Monday to Friday – Hamper pick-up:
9:30am to 4:00pm
call 519-742-0662 Ext 0 to book an appointment.

Women's Crisis Shelter

Head Office: 519-741-9184

Crisis Line: 519-742-5894

wcswr.org

Starling (Housing, Mental Health, Employment, Youth, Parent Resources)

starlingcs.ca

519-884-7755

Kitchener Housing Office

41 Weber St W, Kitchener, ON N2H 3Z1

519-749-2450

Safe Haven Youth Services

519-749-1450

lutherwood.ca/housing/safe-haven-youth-services

Ray of Hope Community Centre

659 King St. E, Kitchener

519-578-8018

info@rayofhope.net

rayofhope.net

Monday to Friday – Drop-In:

11:00am to 8:00pm

Monday to Friday – Meals:

11:30am to 2:00pm and 7:00 to 8:30pm

Monday to Thursday – Marketplace:

11:30am to 2:00pm

Saturday – Drop-In and Meal:

11:30am to 2:00pm

Sunday – Drop-In and Meal (take out only):

4:00 to 5:30pm

The Working Centre (Employment and Housing Resources)

58 Queen St. S., Kitchener, ON, N2G 1V6

519-743-1151

genmail@theworkingcentre.org

theworkingcentre.org

Camino Wellbeing (Carizon, KWCounselling, OK2BME, Monica's Place)

519-743-6333

caminowellbeing.ca

Herbert Street Waterloo

231 Herbert St, Waterloo, ON, N2J 1V1

Westmount Road East Kitchener

645 Westmount Rd E, Kitchener, ON, N2E 3S3

Queen Street Kitchener

400 Queen St S, Kitchener, ON, N2G 1W7

Charles Street Kitchener

480 Charles St E, Kitchener, ON, N2G 4K5

oneROOF Youth Services (Emergency Shelter, Food Hampers, mental health)

35 Sheldon Ave. N., Kitchener

info@oneroof.org

519-742-2788

YW Kitchener-Waterloo

519-576-8856

general@ywkwa.ca

ywkwa.ca

Social Development Centre

Eviction Prevention

Waterloo Region

519-579-3800, ext. 6

23 Water St N, Kitchener ON N2H 5A4

519-579-3800

info@waterlooregion.org

Indigenous Resources

Anishnabeg Outreach (spirit bundles, tutoring, community & cultural programs)
236 Woodhaven Rd. Kitchener, ON N2C 1V5
519-208-5333
info@aocan.org

Healing of Seven Generations (Food Hampers, Community Programming and resources)
300 Frederick St., Kitchener, ON N2H 2N5
519-570-9118
healingofthesevengenerations.ca

Wednesday – Meal for First Nations, Metis or Inuit community:
noon to 1pm (All welcome)

Willow River Centre
243 King St E, Kitchener, ON N2G 2K8
ose.kenhionhatatie@gmail.com

KW Urban Native Wigwam Project
300 Frederick Street
Kitchener, Ontario N2H 2N5
34 Bridgeport Road East
Waterloo, Ontario N2J 2J5
kwunwphousing@gmail.com
519-743-5868

Food Banks and Food Programs

Bridgeport Café (Emmanuel United Church)
22 Bridgeport Road, Waterloo
Tuesday to Friday – Dine in or Take out meal:
1:00 to 3:00pm

Thursday – Fresh Fruit and Vegetable Hampers: 1:00 to 3:00pm

First United Church –
16 William St. W., Waterloo
Friday (from November to Mid-April) –
Drop-in 2:00pm; Meal 6:00pm

Food Not Bombs – Kitchener City Hall
Saturday – Take-out meal: 4:30 to 5:30pm

Salvation Army – Kitchener City Hall
Sunday – Take-out meal: Noon to 1:30pm
Food Hampers available at 75 Tillsley Drive, Kitchener. Call 519-745-4215 for appointment.

St. John's Kitchen –
23 Water St. N., Kitchener
Monday to Friday – Drop-In and Food-to-Go:
9:30am to 4:00pm,
Food Hamper Pick-Up:
10:00am to 12:00pm, 1:30 to 3:00pm
Monday to Friday – Outdoor Bagged Lunch
Pick-Up (for those unable to come inside):
11:00am to 1:00pm

Drop-In Centre – 87 Victoria St. N, Kitchener
Monday to Friday – Drop-In: 9:30am to 4:00pm

St. Louis Church – 53 Allen St. E, Waterloo
Sunday – Meal: 5:00pm

St. Matthew's Lutheran Church –
54 Benton Street, Kitchener
Wednesday – Drop-in: 3:30pm, Meal: 5:30pm

Stanley Park Community Centre –
505 Franklin St N, Kitchener
Wednesday – Meal:
11:00am to 12:00pm and 4:00pm to 5:00pm

Trillium Lutheran Church –
22 Willow St., Waterloo
Thursday – Meal: 5:00 to 6:30pm

Tiny Home Takeout
56 Duke St. Meal:
Tuesday to Saturday, 5:00 to 6:30pm
49 Blueridge Ave. Meal:
Tuesday and Thursday, 6:30 to 7:15pm
237 Wilson Ave. Meal:
Wednesday and Friday, 6:30 to 7:15pm

Emergency Shelter

Service Provider	Address	Who is served	Other Services
King Street Emergency Shelter	1668 King St. E., Kitchener	Individuals 18+	
SHIP Emergency Shelter	Community Space, 84 Frederick	Adult men 25+	
House of Friendship	190 Weber St N, Waterloo	Adult men 25+	Food Hampers
Erbs Road Outdoor Shelter	1001 Erb's Rd., Waterloo	Individuals 18+	
YW Emergency Shelter	84 Frederick St. Kitchener	Women & LGBTQ2S+ 25+	
oneROOF	35 Sheldon Ave N, Kitchener	Youth 16-25	Food Hampers
Safe Haven	41 Weber St W, Kitchener	Youth 12-17	

Catherine **FIFE**

MPP for Waterloo



COMMUNITY OFFICE

Suite 220, 100 Regina St. S
Waterloo, ON N2J 4P9

☎ 519-725-3477 ✉ cfife-CO@ndp.on.ca