



CONTACT
Community Services

A Guide to Finding and Securing a Rental Unit

Introduction

Finding and securing a rental unit can be very stressful and often requires lots of work involving a number of items to consider that not everyone may know before getting started.

This guide will provide important information about the process of finding and securing a rental unit, what steps to take, what to expect, and your rights and responsibilities.

Navigating this guide

For quick access to specific sections in this guide please refer to the table on contents on page 3. To access your desired section, click the heading in the table of contents you are interested in viewing.

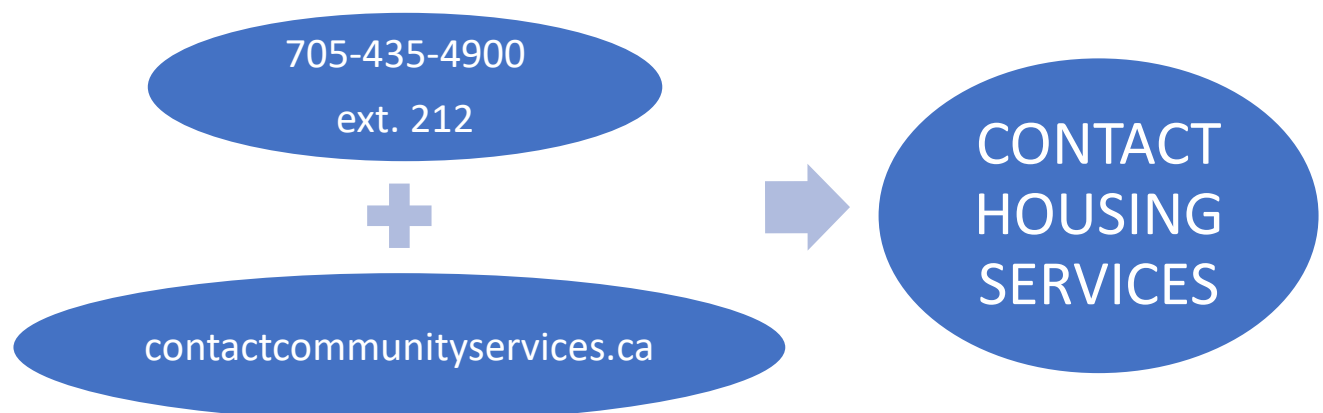
Throughout this guide some words and terms have been underlined to indicate that they are defined in the Glossary found on page 17.

Connecting you to Housing

CONTACT's Housing Services team provides supports to people experiencing, or at risk of homelessness, by connecting them with resources and programs such as Housing Access, the Housing Retention Fund, OESP, Housing First, and much more. One-on-one supports are given to individuals who experience chronic or episodic homelessness to find and keep permanent housing.



If you would like more information about CONTACT's supports visit our website or call:



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Searching for a rental unit

With an increase in rent prices, the number of people in need of housing, and the shortage of units available, it has become harder to find affordable and sustainable housing. Sometimes it is hard to know where to start. There are a number of resources available that offer local rental listings. It is best to use a variety of sources in your search; the most popular sources are Kijiji, and Facebook Marketplace. Other sources include local newspapers, local community boards, housing support agencies in the region, and realtors. It is important to look daily or several times daily, if possible, as rentals go quickly, especially if the rent is low.

Make a list and know your budget

Take some time to think about what you need in a rental unit. Things like location, number of bedrooms, onsite laundry, close to schools, bus routes, and shopping for example. Make a list that outlines your personal must haves and list the things that you would like to have in a rental unit but may not be a must have, such as a dishwasher or balcony.

Take a close look at your income and set a budget. Include all your income (Employment, ODSP, OW, CPP, Child Tax Benefit, Child support etc....), and all of your monthly expenses. Make sure to include commonly missed expenses such as monthly bank fees, and small frequent purchases like coffee and fast food.

See Appendix A – Sample Budget Tracker page 23

Once you have a clear understanding of what you need and what you can afford in a rental unit you are better prepared to find a sustainable rental unit.

THINK OUTSIDE THE BOX – Tips for cutting costs

If you find your income does not support the cost of a rental that meets your needs you may need to consider the following options: Consider a roommate, use food banks, utility discount programs like OESP, cancel unnecessary bills (i.e., cable or other subscriptions), plan your meals, reduce how much money you spend on take-out...

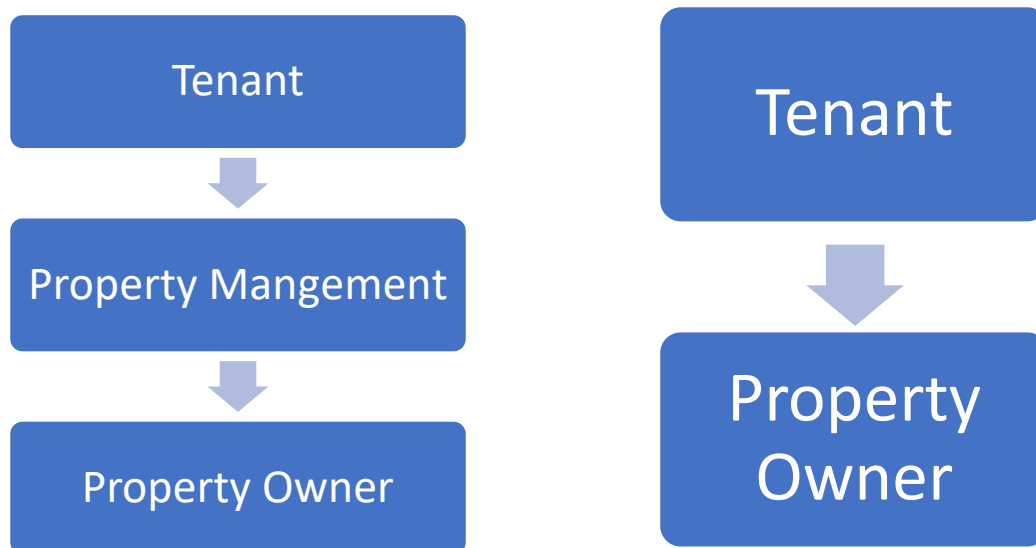
*****IMPORTANT – Be sure to read the rental listing carefully and follow all of the instructions provided before contacting the landlord with a viewing request** – Many listings will outline exactly what is required of the potential tenant in order to qualify for the unit, answer any questions you might have about the unit, or help you come up with questions to ask the landlord. This is a very important step as it shows the landlord that you are serious about the unit and that you took the time to digest and reflect on what they are looking for.

Landlord vs. Property Management – Know the Difference

During your search you may find units for rent by both landlords and property management companies. It is important to understand the differences between the two.

- **LANDLORD** – is, in many cases, also the owner of the property. Some landlords/owners may only have one rental unit, or they may have several.
- **PROPERTY MANAGEMENT** – hired by the landlord/owner to handle such things as finding a tenant, booking and conducting unit viewings, routine inspections, collect monthly rent, maintenance, and to act as the go between for the tenant and the landlord/owner. Typically, when a landlord owns multiple rental units, they will hire a property management company to oversee everything involved in running the property. If your unit is managed by a property management company the majority, or all, of your dealings will be with property management and not the landlord/owner.

COMMUNICATION PROCESS CHART



Viewing Tips

1. Dress for success

- a. Business casual is preferred; however, clean untorn pants/jeans/skirt/dress/shirt are also acceptable if business casual is not an option.

2. Treat the viewing like you would a job interview

- a. This is your chance to make a good impression. Take full advantage of the face-to-face interaction by presenting yourself as someone the landlord would be happy to rent to.
- b. Be confident and answer questions clearly and to the point.
- c. Ask the landlord questions such as: On average how much do utilities cost per month? (if utilities are not included). "Is lawn care and snow removal included?" "Is the unit smoking or non-smoking, and are there other smokers in the building?" "Is parking included?" "Is it a one-year lease or month-to-month?" "What payment methods do you accept for rent?"
- d. Do not OVER share personal information. Landlords should not ask questions that are overly personal. For example, if you are on ODSP a landlord does not have the right to know the circumstances surrounding why. However, if a landlord asks and you are comfortable sharing that information you can choose to do so. In general, a landlord should be asking questions that concern income source and amount, references, employment, why you are moving, etc...

See Commonly asked questions by landlords on page 7 and Rental Applications on page 10 for more question examples.

3. Come prepared

- a. If the listing or landlord asks that you bring certain documentation to the viewing, be sure to bring them with you. If there is documentation that you could not get on short notice, be open with the Landlord and let them know.
- b. Even if the landlord or listing does not specifically ask you to bring any documentation, it is always good to come with references, proof of income, and credit report (if possible). This shows you are organized and serious about being considered for the rental unit.



Commonly asked questions by landlords:

- Why are you leaving your current unit?
- Have you ever been evicted?
- Are you looking for long-term or short-term?
- Do you have any pets?
- Do you smoke?

The above are common examples of questions the landlord might ask. Prior to your viewing think about these questions and what answers you would provide. Try to think of other questions that a landlord might ask you, and how you plan to answer.



Viewing During COVID-19

Landlords are taking extra precautions to protect themselves, any tenants currently residing in the unit being viewed, and you during COVID-19. It has become common place for a landlord to ask a potential tenant to fill out an application prior to setting up a viewing. This step has been put in place so that landlords can decide if you meet the requirements set out for the unit before offering you a viewing.

This is to limit the number of people having close contact. *See Rental Application on page 10 for more information.*



Landlords may also offer to provide more pictures or provide a virtual tour of the unit instead of an in-person viewing. The landlord may still offer an in-person viewing after narrowing the number of applicants down to those they would consider renting to.

PERCAUTIONS TO TAKE WHILE VIEWING A PROPERTY



Giving Notice to End Your Tenancy

If you are currently housed and intend to move, you must provide your current landlord with 60 days' notice. This should be done in writing and given directly to your landlord. Be sure to keep a copy for yourself and keep record of the date it was delivered. If the written notice cannot be handed directly to the landlord, you can mail your notice to your landlords' home or business address. This address should be included on your lease. Some landlords may also accept emailed notice to end tenancy if both the landlord and tenant have agreed in writing to accept this method of communication. An example of written/email notice to end tenancy is:

Dear (Landlord Name),

Please accept this (letter or email) provided to you on the (number) day of (month and year), as 60 days' notice to end my tenancy at (unit full address) on the (number) day of (month and year). Please respond with receipt of notice.

*Sincerely,
(Your Name)*

N9 – Tenant's notice to end the tenancy

In some cases, a landlord or property management company will require the completion of an N9 form (Tenant's Notice to End Tenancy). This is a legal document that can be filed by the tenant at the LTB (Landlord Tenant Board) if necessary.

See Appendix B – N9 Form pages 24-26

The N9 gives the tenant the opportunity to file the notice to end tenancy with the LTB incase the landlord chooses not to accept the notice. A hearing will be scheduled, and you will have the chance to present your reasons for requesting an end to your tenancy. However, if you are no longer in a fixed term lease the landlord has no grounds to deny your request to end tenancy with proper notice.

*****IMPORTANT** - 60 days' notice should only be given after the lease has gone month-to-month or, if you are still within the terms of the lease, 60 days prior to the last day of your lease term. For example: If your move in date was March 1st, you can give notice to end your tenancy on or before December 31st. If you wish to end your tenancy any time before the last date of your fixed term lease you will need to make a special request to do so.
See *Ending Your Tenancy Early* on page 9.

Ending Your Tenancy Early

In situations where you need to request to end your tenancy earlier than the agreed term of your lease it is important to be honest and open with your landlord regarding the reasons involved. Often, if you have maintained a good relationship with your landlord, they will be open to considering your request. There are times when life circumstances change and you may be faced with illness, loss of employment/income, emergency situations, or any number of other possible situations that may require you to request an early end to your tenancy. Here are some options for ending the tenancy early:



1. ***Make an agreement with the landlord***

- a. Tenant and landlord can make a mutual agreement to end a tenancy early by setting an agreed upon date and both signing an N11 form. Both the tenant and the landlord should keep a copy of the signed N11. The N11 does not need to be filed with the LTB as it is a mutual legal agreement recognized by both the Landlord Tenant Board and the Residential Tenancies Act.
- b. The tenant and landlord can have a verbal agreement to end tenancy early, however it is highly recommended to get this in writing in case a misunderstanding or later disagreement occurs.

See Appendix C – N11 Form pages 27-28

2. ***If the landlord is unwilling to agree to end the tenancy early the tenant can request to assign the tenancy to another person***

- a. You can ask your landlord to assign your lease to another person if you are leaving the unit permanently. This means that the person moving into the unit when you move out is taking over the remainder of your lease term.
- b. The landlord must reply to your request to assign within seven days.
- c. The landlord must provide their approval for assignment.
- d. The tenant is responsible for finding someone to assign the tenancy to, unless the landlord says they, or their agent, will find an assignee.
- e. The landlord has the right to refuse an assignee found by the tenant if it is with good reason. Reasons may include insufficient income, poor references, poor credit, etc...
- f. ***Tenants are not eligible to use the assignment option if they live in subsidized, public, or non-profit housing.***

3. ***The landlord has refused your initial request to assign your tenancy to another person***

- a. If the landlord has refused your request to assign you are now within your rights to move forward with ending your tenancy early by giving your landlord a completed N9 form. *See Tenants Notice to End Tenancy on page 8.*
- b. Your notice must be given within 30 days of the date you made the request to assign.
- c. You must provide a minimum of 30 days' notice to end tenancy.

Rental Applications

Rental applications can differ greatly from one application to another. There is no standard application for rental units. Most landlords require a potential tenant to complete an application if interested in renting the unit. This step usually happens after you view the unit; however, landlords asking that you fill out a rental application before scheduling a viewing is quickly becoming common practice.

Applications WILL ask for the following:

- Applicant name, current address, contact info, date of birth, employment/income source and income amount
- Applicants' employer name, address, position held, length of employment, contact info
- Where applicable: Number of people to live in the unit, their names and contact info, income amount and source, employer name, address and contact info, position held, length of employment
- Name of current landlord, contact info, length of tenancy, reason for leaving current unit
- Driver's license number or Provincial ID number or SIN number

*****IMPORTANT** – The landlord requires your identification to verify that you are who you say you are. If the landlord is requesting a credit check they can use your driver's license number, or Social Insurance Number (SIN) to conduct one. If you are not comfortable providing your SIN number on an application your driver's license number is sufficient. If you do not have a driver's license number and you do not feel comfortable providing your SIN number, you should talk to the landlord and ask if they will accept an alternative. **It is important to note that a landlord must request your permission in writing before they use your information to conduct a credit check.**

Questions that MAY be asked in an application:

- Have you ever declared bankruptcy?
- Have you ever been charged with a criminal offence?
- Have you ever been evicted?
- Applicants' previous address, previous landlord, contact info, and length of tenancy
- Previous address, landlord name, contact information, and length of tenancy, for all other persons (adults) who will be living in the unit
- Applicants' previous employer, address, position, length of employment, contact info
- Information about other tenants named on the lease such as previous employer, address, position, length of employment, contact info
- Credit references such as name of banking institution, type of accounts, or other credit references such as loans and debts
- Personal or character references such as a friend or co-worker for all applicants
- Consent to a credit check



*****IMPORTANT** - See *Tenant Rights – Q&A on page 15* for guidelines regarding what information a landlord can and cannot expect from you as a prospective tenant.

The landlord **WILL** ask for proof of employment or income source and identification. They may ask for this information to be included with your application submission. Commonly required proof of employment/income source and Identification include the following:

- Picture or photocopy of government issued ID such as driver's license, or passport. If these forms of ID are not available, some landlords will accept provincial ID card or photo health card
- Proof of ODSP or OW, and proof of any rent supplements or subsidy
- If employed - the last two or three pay stubs from your current employer and/or letter of employment
- Bank statement – usually x2 months showing direct deposits from income source(s)
- Proof of Child Tax Benefit (if you are including this income in your total monthly income)

It can be difficult to gather all the required information requested by the landlord. If this is the case, it is best to communicate with the landlord and let them know what information you are unable to provide and the reason for not providing other documents.



See Appendix D – Rental Application (OREA) pages 29-30

*****IMPORTANT** – Look over your application before you submit to the landlord ensuring correct information. If you have questions or concerns about anything on an application do not hesitate to contact the landlord and ask. Also, check for, or have someone you know, check for spelling and grammar errors.

Leases

The **Ontario Standard Lease** came into effect April 30, 2018 and is now required for all rental lease agreements in Ontario.

See Appendix E – Ontario Standard Lease Agreement pages 31-43

Although the Ontario Standard Lease has been required for a few years now, some landlords may not be aware of this and will ask a new tenant to sign a different lease. If this occurs there are two options:

1. Advise the landlord that you wish to use the Ontario Standard Lease agreement for this tenancy. It is within your right to request this. OR
2. You can sign the lease the landlord offers; however, it is important to note, that you as a tenant cannot sign away your rights. This means that any clause contradicting the rules set out by the RTA (*Residential Tenancies Act*) within the lease the landlord is asking you to sign are void. Should you sign the lease, and the landlord tries to enforce any contradicting clause you are not required to comply. If this occurs you should seek guidance from the LTB website or help line, a residential lawyer or paralegal, or your local housing resource center. See *CONTACT Housing Services on page 22*.

Possible clause contradictions within a lease may include (but are not limited to)...

• More than one raise in rent per year (12 months) • Agreement to end <u>tenancy</u> at the end of the <u>fixed term lease</u> • Raise in rent amount above the <u>yearly percentage guideline</u>. • No pets clause	• Agreement to a damage deposit or security deposit • Mandatory monthly <u>inspections</u> without reasonable cause • No overnight guests • No <u>long-term/paying guests</u> • Agreement to <u>single person occupancy</u>	• Responsibility for snow removal and lawn care where the landlord is not responsible to provide equipment, supplies, and compensation for work • Agreement to eviction anytime upon landlord request
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First and Last

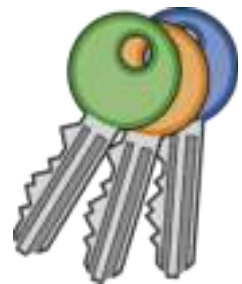
Once the landlord offers you the unit, arrangements will be made to sign the lease and pay your LMR (last month's rent deposit). Upon signing the lease, unless otherwise negotiated, you will be expected to provide the LMR. Your landlord will let you know what method of payment is required for the LMR as well as your method for payment of rent.

Your first month's rent payment should not be required until the first day of your tenancy. You can choose to pay your first month's rent in advance if you are in a financial position to do so. If you pay your first month's rent in advance, make sure you keep proof of payment.

*****IMPORTANT** – If your landlord asks for the LMR deposit paid in cash, be sure to get a receipt. If the landlord wishes to continue being paid in cash throughout your tenancy, set the expectation in advance that you will need a receipt each time you give the landlord the cash payment.

Key deposit

Some landlords require a key deposit. This is to cover the cost of a replacement key if lost, stolen, or broken. The amount a landlord requires for a key deposit must not be more than the expected cost of replacing the key(s). If you later require a replacement key your deposit would be used for this cost, and you would be required to replace the key deposit. The key deposit must be refunded back to you upon returning the key(s) at the end of your tenancy.



Damage deposit

Some landlords will ask for a damage deposit. This request goes against the rules set out by the RTA (Residential Tenancies Act). You are within your right to refuse to pay a damage deposit, but your landlord may not be aware of this rule. If the landlord requests a damage deposit, politely let your new landlord know that damage deposits are not to be collected as per the RTA and ask that your landlord verify this information on the *LTB* website: tribunalsontario.ca

TENANT AT FAULT DAMAGE



CAUSE MUST BE PROVEN AS WILLFUL



CAUSE MUST BE PROVEN AS NEGLIGENT

Moving In

Now that you have secured your rental unit, signed your lease, paid your last month rent (LMR) deposit, and set up utilities in your name (if not included in the rent payments), it's time to move-in to your new home.

Setting up utilities

Some rental units require the tenant to pay utilities. Most of the time, when a unit requires utilities paid by the tenant, the landlord will ask that the tenant connect the utilities in their own name and provide proof once set up. If a tenant is responsible for utilities, they have control over utility usage. If utilities are included, then the landlord/owner must keep the dwelling at minimum and maximum temperatures according to the season and applicable by-laws.



Move-in inspection

Some landlords will do a move-in inspection with you on or before your move-in date. The purpose of a move-in inspection is to ensure that, if there is anything in the unit that needs to be repaired or replaced, both the landlord and the tenant have the same information. If your landlord does not schedule a move-in inspection it is in your best interest to request one.

During the move-in inspection, both you and the landlord are looking for anything that needs to be repaired or replaced. If there are needed repairs or replacements ask the landlord to provide you with a list in writing for your records, and request maintenance for each item listed. It is important to take this step to protect yourself from already existing damages being overlooked and possibly blamed on you once your tenancy has ended.

Upon move-in, your unit should be clean and free of any garbage, furniture and/or other items left by previous tenants. It is the landlord's responsibility to make sure the unit is ready for move-in, and all appliances are in working order.

Take pictures

When you move-in to your new unit, before you start unpacking, set aside some time to take pictures of each room. Make sure to hang on to these photos since they will provide a record of the condition of the unit on the day you moved in.

Taking pictures of the unit when you move in is also important in case the landlord is unable or unwilling to participate in a move-in inspection.

If you find any damage or items in need of repair, send the pictures of the issue to your landlord and request in writing that they be taken care of.

Tenant Rights – Q&A

The following section covers some common questions and answers, involving tenant rights, that could come up during your search for a rental or within the early days of your new tenancy.

Can a landlord ask if I have been charged with a criminal offence, or request a criminal background check?

A: Yes, a landlord can ask you to provide this information, however you are not required to provide it. Applicants should be aware however that refusing to provide this information may affect their chances of being selected for tenancy, even though the landlord/owner cannot deny you for this reason.

Can a landlord deny my application for tenancy because I have a criminal record?

A: No. This is considered discrimination. However, a landlord would have to disclose that this is the reason they have denied your application for tenancy for any action to be taken. You would also have to provide proof to the LTB that this was the reason you were denied.

Can a landlord deny my application for tenancy if I am on social assistance?

A: No. This is considered discrimination. However, a landlord would have to disclose that this is the reason they have denied your application for tenancy for any action to be taken. You would also need to provide proof to the LTB that this was the reason you were denied tenancy. Recipients of ODSP and OW can arrange direct payment of their shelter portion and offer this as an option to the landlord/owner.

Does a landlord have to tell me why my application for tenancy was denied?

A: If you ask the landlord why your application for tenancy was denied the landlord does not have to give you that information. In many cases a landlord will simply say “I don’t feel you are a good fit for the unit.”

Can a landlord request information about a person’s income, credit references, and rental history?

A: Yes. It is important to note that the Human Rights Code has rules a landlord must follow when asking for income information. See link to Human Rights Code below for more details.
<https://www.ontario.ca/laws/regulation/980290>

Can a landlord request a credit check, or run a credit check as part of the application process?

A: Yes, a landlord can request a copy of your credit score. However, if a landlord requests to run a credit check the landlord must get your signed permission before they can proceed.

What information does a landlord have to provide to a tenant?

A: A copy of the tenancy agreement: The landlord has 21 days from the start of a tenancy to provide a copy of the tenancy agreement (lease). The landlord must provide the tenant, if no written tenancy agreement is in place, their legal name and address within 21 days of the start of tenancy.

Can a landlord ask for a rent deposit?

A: Yes, it must be asked for either on or before the landlord and tenant enter into a tenancy agreement (lease). The rent deposit or LMR (Last Month's Rent) has become common practice in most tenancy agreements. The rent deposit or LMR cannot be more than the amount of one month's rent and must only be used to cover the last month of rent at the end of the tenancy. It cannot be withheld or used to cover such things as damage or rent arrears.

Can a landlord require a damage or security deposit?

A: No. A damage or security deposit cannot be required as part of the tenancy agreement. It is important to note that a landlord cannot use the rent deposit (LMR) in lieu of a damage or security deposit if the landlord finds there is damage to the unit outside of normal wear and tear.

Am I required to have tenant insurance?

A: Tenant insurance is not a legal requirement, and your landlord cannot force you to obtain it. However, if there is a clause included in your lease that states the tenant must have tenant insurance, it becomes a requirement. If having tenant insurance is not in the lease the landlord/owner cannot require the tenant to obtain insurance after the lease is signed. Regardless of whether it is in the lease or not, it is always in the tenant's best interest to obtain tenant insurance.

Can a landlord refuse tenancy to a person with a pet?

A: Yes, unless it is a registered service animal. However, a landlord cannot evict a tenant for having a pet once there is a tenancy agreement in place, even if the agreement includes a no pet clause. The no pet clause goes against the rules set out by the RTA and is not enforceable by the landlord. Exceptions to this include: the pet is making disruptive noise, damaging the unit, or causing other tenants in the building to have allergic reactions.

Can a landlord include a no smoking clause in the tenancy agreement (lease)?

A: Yes, a landlord can include a no smoking rule in the agreement that can apply to both the building and/or to specific units. If a tenant breaks this agreement the landlord can begin the eviction process.

For more information visit Tribunals Ontario online at:

<https://tribunalsontario.ca/ltb/>

Glossary

Applicant(s)

Applicant(s) refers to the person(s) who has/have applied or are applying to rent a residential unit.

Application

The application is a form filled out by the applicant(s), at the request of the landlord, when initially applying for a rental unit. The purpose of the application is to provide the landlord a basic picture of who is applying, income source(s) and amount, and previous rental history. There is no standard application form and applicants applying to more than one rental unit can expect to see a variety of different application formats. The most common application is OREA.

See Appendix D – Example Rental Application (OREA) pages 29-30

Clause contradiction

The Ontario Standard Lease is the official lease to be used in all rental lease agreements in Ontario. A clause contradiction means that the landlord/owner has added to or changed a part of the lease in a way that goes against the laws outlined in the Residential Tenancies Act.

Criminal background check

A document anyone can request for themselves, from their local police station (at a cost), that provides a list of any criminal charges remaining on record (excluding any offences that occurred if the applicant was a minor).

Credit check

A document requested by the landlord/owner that shows an applicant's current credit score. Landlords/owners often request proof of credit score be obtained through Equifax. They may also request the full report. A full report shows specifics about any items negatively affecting the credit score. Applicants are not required to provide a full report outlining the details on the credit report only the overall credit score.

Fixed term lease

A fixed term lease indicates the amount of time the tenant and the landlord/owner have mutually agreed the tenant will live in the rental unit and pay rent. For example: the tenant and landlord/owner sign a fixed term lease agreement that is 12 months (can be either less or more) with rental payments of \$1500.00 per month. This represents the length of time and amount of rent the tenant is contractually obligated to see through. The landlord/owner cannot increase the rent during the fixed term lease, and/or they cannot evict the tenant (without just cause and an order from Tribunals Ontario). The tenant can request early termination of the fixed term lease (with just cause and order from Tribunals Ontario) or through a mutual agreement with the landlord/owner. Once the fixed term lease has expired the tenancy automatically goes month-to-month.

Human Rights Code

The Ontario Human Rights Code is law that makes sure everybody has equal rights and opportunities without discrimination, harassment, or penalty when it comes to employment, trade, services, contracts (such as a rental lease) and facilities.

Inspection

An inspection is usually conducted by the landlord/owner or their appointed representative (real-estate agent, property management, superintendent, etc...) for the purpose of checking for any damage, needed repairs, and general upkeep. Inspections conducted every 3 months is standard practice, however some landlords/owners may request more frequent inspections. The landlord should not schedule inspections so frequently that they become an interference in the tenant's enjoyment of the rental unit. Landlords/owners should also provide the tenant with reasonable cause for inspection and MUST legally provide a minimum of 24 hours' notice.

Last month rent deposit (LMR)

Sometimes referred to as the LMR, is a deposit the tenant can expect to provide upon the signing of a lease, or upon agreement to rent. The LMR must be equal to one month's rent payment. The LMR's purpose is to cover the tenants last month of rent and must only be used for that purpose. The LMR has become common practice in most rental agreements and provides the landlord/owner with a degree of assurance that the tenant is committed to the rental agreement.

Landlord Tenant Board

Also known as Tribunals Ontario, is the official governing body residing over all matters related to tenancy's protected under the Residential Tenancies Act.

Lease

Much like the fixed term lease agreement, the lease outlines the terms both the landlord and tenant have agreed to while the tenant occupies the rental unit. The difference is, once the fixed term has ended the agreement is simply referred to as the lease, all terms within the lease continue to apply to the tenancy but is now a month-to-month agreement and the tenant is no longer obligated to continue the tenancy. As well, the landlord/owner is now able to apply a rent increase within the provincial guidelines (if the unit is protected under rent control) by issuing an N1 form and following the proper process.

Long-term guest

A person or persons staying in the rental unit for an extended amount of time who is/are not named as tenant(s) in the lease agreement.

Month-to-month

When the fixed term lease ends the tenancy automatically moves to month-to-month. This means that the tenant is no longer obligated to stay in the unit and can give their 60 days' notice to vacate if they choose. The tenant can continue the tenancy on a month-to-month basis without the need to sign a new fixed term lease agreement. This also means that the landlord/owner is now able to apply a rent increase within the provincial guidelines (if the unit is protected under rent control) by issuing an N1 form and following the proper process.

Normal wear and tear

Caused by the reasonable use of the rental unit by the tenant(s). Many factors contribute to determining normal wear and tear such as length of tenancy, age of area/item with wear, and if the area/item was properly maintained by the responsible party. Because "normal wear and tear" can be a grey area, it is important that the tenant take pictures of the unit upon move-in to document the state of the unit when the tenancy began. If the landlord/owner claims damage that they consider having been caused by willful or negligent actions by the tenant, the landlord/owner must apply for tribunal with the Landlord Tenant Board and prove their claim in order to collect any repair costs from the tenant.

Negligent damage

Damage to the unit caused by the tenant(s), occupant(s), or tenant guest(s) carelessness. For example, the tenant moves the fridge to clean underneath causing a significantly large tear in the flooring. The landlord/owner can argue that the tear could have been avoided by using proper equipment, such as a dolly, to move the fridge. In this case, the tenant may be held accountable for the damages due to negligence.

N11

The N11 form is a mutual agreement between the landlord/owner and the tenant(s) to end the tenancy. In other words, both the landlord/owner must want to end the tenancy and the form must be signed by both parties. Tenants who are presented with an N11 by their landlord/owner should research the details involved with an N11 and/or seek guidance from a residential lawyer or paralegal to discuss the reasons the landlord/owner has asked the tenant(s) to sign the N11 and if signing is in the tenant(s) best interest or not.

Ontario Disability Support Program (ODSP)

ODSP is government-funded last resort income support provided to qualifying individuals, couples, and families in Ontario. Qualifying individuals must go through an application process that involves, for example, proof of need from a medical professional.

Ontario Works (OW)

OW is a government-funded income support program designed to temporarily help people in need of financial assistance while they actively seek sustainable employment and self-reliance.

Paying guest

A person living in the rental unit, paying rent to the lease holder(s), but not named as a tenant on the lease agreement.

Rental history

A list of units the tenant has rented including landlord/owner contact information, the unit address, the length of tenancy, and the reason for ending the tenancy.

Rent supplement

Government-funded payments that bridge the gap between what an individual or family can afford to pay and what the actual cost of housing is. This definition is from homelessshub.ca.

Residential Tenancies Act

Otherwise known as the RTA, clearly defines the rights and responsibilities of both landlords/owners and tenants who rent residential units in Ontario.

Social assistance

Government programs, such as Ontario Works (OW) and the Ontario Disability Support Program (ODSP) that provide income support to individuals and households who qualify for this form of financial assistance.

Subsidy

Like a rent supplement, rent subsidy is financial support through various housing related programs accessible to qualifying individuals or families, designed to cover a portion of rent. The rent subsidy is, in most cases, paid directly to the landlord/owner on the tenants' behalf. It also allows tenants more flexibility in finding a rental unit because the subsidy is attached to the tenant and not the rental property. Subsidy programs are often subject to extensive wait lists.

Subsidized housing

Subsidized housing refers to residential units, specifically designated to qualifying individuals and families, with a portion of the rent covered for the tenant.

Single person occupancy

Sometimes seen in rental listings as a condition to rent. This means the landlord/owner does not want more than one tenant living in the unit. The tenant should be aware that a landlord/owner requiring single person occupancy goes against the Residential Tenancies Act. A tenant has a right to move anyone they wish into their unit if it does not affect any local bylaws or create a fire code violation.

Tenancy

The occupation of a rental unit by a tenant or tenants.

Tenancy agreement

Also known as a lease agreement. See “Lease” defined on page 18 in Glossary.

Tenant insurance

Also referred to as content insurance, tenant insurance is for renters who want to protect their personal belongings in their rental unit if they become damaged due to a no-fault event such as fire. Basic tenant insurance also includes personal liability coverage which covers accidental damage to property not owned by the tenant and accidental injury to others such as a slip and fall. Landlords/owners requiring tenant(s) to obtain tenant insurance as part of the agreement to rent is becoming standard practice.

Utilities

Utilities include electricity, gas, and water. Some units are rented with utilities included in the rental amount, while others do not include the cost of utilities. If utilities are not included in the rent, set-up and payment of utilities is often the tenant’s responsibility. Utilities included or not included in the rent should be listed in the lease agreement. Some rental units will include some of the utilities and not others. For example, a unit that is “plus hydro” means the electricity is paid by the tenant(s), but the landlord/owner is responsible for the gas and water bills. Some rental units also require the tenant to pay rental fees for appliances such as hot water tank, and/or soft water tank.

Willful damage

Damage, to the unit or items belonging to the landlord/owner connected to the unit, intentionally caused by the tenant.

Yearly percentage guideline

The allowable rent increase is governed by Tribunals Ontario and can increase or decrease each year. The percentage guideline is the maximum amount a landlord/owner can increase the rental amount in the current year. Increases can only occur once every 12 months of a tenancy and the fixed term lease must be expired. There are some rental situations that are not protected by the percentage guideline and rent can be increased as much as the landlord/owner chooses.

The guideline does not apply to:

- Rental units first occupied for residential purposes after November 15, 2018
- Vacant residential units
- Social housing units
- Nursing homes
- Commercial properties

CONTACT Housing Services



Visit CONTACT's website for more information

<https://www.contactcommunityservices.ca/housing/>

Appendix A – Sample Budget Tracker

[illegible]

Appendix B – N9 Form

Tenant's Notice to End the Tenancy N9

To: (Landlord's name)	From: (Tenant's name) Include all tenant names
Address of the Rental Unit:	

I am giving this notice because I want to move out of the rental unit.

The last day of my tenancy will be

		/			/				
--	--	---	--	--	---	--	--	--	--

. This is the termination date.

dd/mm/yyyy

I will move out of the rental unit on or before the termination date.

Important Information from the Landlord and Tenant Board

The termination date

For most types of tenancies (including monthly tenancies) the termination date must be at least **60 days** after the tenant gives the landlord this notice. Also, the termination date must be the last day of the rental period. For example, if the tenant pays on the first day of each month, the termination date must be the last day of the month. If the tenancy is for a fixed term (for example, a lease for one year), the termination date cannot be earlier than the last date of the fixed term.

Exceptions:

- The termination date must at least **28 days** after the tenant gives the landlord this notice if the tenancy is daily or weekly (the tenant pays rent daily or weekly). Also, the termination date must be the last day of the rental period. For example, if the tenant pays rent weekly each Monday, the termination date must be a Sunday. If the tenancy is for a fixed term, the termination date cannot be earlier than the last date of the fixed term.
- The termination date can be earlier than the last day of a fixed term tenancy (but still must be the last day of a rental period) if the tenant is giving this notice because:
 - the tenancy agreement was entered into on or after April 30, 2018,
 - the landlord was required to use the *Residential Tenancy Agreement (Standard Form of Lease)* form but did not,
 - the tenant demanded in writing that the landlord give them this form, and
 - more than 21 days have passed since the tenant made their demand, and the landlord has not provided the form,
 - or
 - the landlord provided the form less than 30 days ago but it was not signed by the tenant.
- A special rule allows **less than 60 days'** notice in situations where the tenant would normally be required to give 60 days notice (for example, monthly tenancies). The tenant can give notice for the end of February no later than January 1st and can give notice for the end of March no later than February 1st.

The landlord can apply to end the tenancy

The landlord can apply to the Board for an order to end the tenancy and evict the tenant as soon as the tenant gives the landlord this notice. However, if the Board issues an order ending the tenancy, the order will not require the tenant to move out any earlier than the termination date the tenant included in this notice.

When a tenant can give 10 days' notice	The termination date set out in this notice can be 10 days (or more) after the tenant gives this notice to the landlord if the landlord has given the tenant either an N12 Notice to End your Tenancy or an N13 Notice to End your Tenancy . The termination date does not have to be the last day of a rental period.
Ending the tenancy when the landlord refused to allow the tenant to assign the rental unit	The tenant can use this notice to end the tenancy if the tenant asked the landlord for permission to assign the rental unit to someone else, and the landlord refused. The termination date must be: - at least 28 days after the tenant gives the notice to the landlord if the tenancy is daily or weekly, - at least 30 days after the tenant gives the notice to landlord if the tenancy is anything other than daily or weekly. The termination date does not have to be the last day of a rental period or the last day of a fixed term.
Ending the tenancy in a care home	If the tenant lives in a care home, the termination date in this notice can be 30 days (or more) after the tenant gives the notice to the landlord. The termination date does not have to be the end of a rental period or the last day of a fixed term. If a tenant who lives in a care home gives this notice to the landlord, they can also give the landlord a 10-day notice for the landlord to stop providing care services and meals. If the tenant gives the landlord the 10-day notice, the tenant is not required to pay for care services and meals after the end of the 10-day period.
Tenants can't be required to sign this notice	A landlord cannot require the tenant to sign an <i>N9 Tenant's Notice to End the Tenancy</i> as a condition of agreeing to rent a unit. A tenant does not have to move out based on this notice if the landlord required the tenant to sign it when the tenant agreed to rent the unit. Exceptions: A landlord can require a tenant to sign an <i>N9 Tenant's Notice to End the Tenancy</i> as a condition of agreeing to rent a rental unit in the following two situations: - The tenant is a student living in accommodation provided by a post-secondary institution or by a landlord who has an agreement with the post-secondary school to provide the accommodation. - The tenant is occupying a rental unit in a care home for the purposes of receiving rehabilitative or therapeutic services, and - the tenant agreed to occupy the rental unit for not more than 4 years, - the tenancy agreement set out that the tenant can be evicted when the objectives of providing the care services have been met or will not be met, and - the rental unit is provided to the tenant under an agreement between the landlord and a service manager under the <i>Housing Services Act, 2011</i>.
The tenant must move out by the termination date	The tenant must move out and remove all their personal possessions from the rental unit by the termination date set out on page 1. If the tenant moves out by the termination date set out above, but leaves behind personal possessions, the tenant will no longer have any rights to those possessions and the landlord will be allowed to dispose of them.
How to get more information	For more information about this notice or your rights, you can contact the Landlord and Tenant Board. You can reach the Board by phone at 416-645-8080 or 1-888-332-3234 . You can visit the Board's website at tribunalsontario.ca/ltb .

☐ Representative[illegible][illegible]

(				)				-			
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Date (dd/mm/yyyy)

[illegible]FL

--	--

Appendix C – N11 Form

Agreement to End the Tenancy N11

Name of Tenant: Include all tenant names	Name of Landlord:
Address of the Rental Unit:	

The landlord and the tenant agree that the tenancy will end on

--	--	--	--	--	--	--	--	--	--

 /

--	--	--	--	--	--	--	--

 -
dd/mm/yyyy

This is the termination date. The tenant will move out of the rental unit on or before the termination date.

Important Information from the Landlord and Tenant Board

The landlord can apply to evict the tenant

After the landlord and tenant sign this agreement, the landlord can apply to the Board for an order evicting the tenant. The earliest eviction date the Board can include in its order is the termination date set out above.

The tenant must move out

The tenant must move out and remove all their personal possessions from the rental unit by the termination date set out above. If the tenant moves out by the termination date set out above, but leaves behind personal possessions, the tenant will no longer have any rights to those possessions and the landlord will be allowed to dispose of them.

The tenant can't be required to sign this agreement

A landlord cannot require the tenant to sign an *N11 Agreement to End the Tenancy* as a condition of agreeing to rent a unit. A tenant does not have to move out based on this agreement if the landlord required the tenant to sign it when the tenant agreed to rent the unit.

Exceptions: A landlord can require a tenant to sign an *N11 Agreement to End the Tenancy* as a condition of agreeing to rent a rental unit in the following two situations:

- The tenant is a student living in accommodation provided by a post-secondary institution or by a landlord who has an agreement with the post-secondary school to provide the accommodation.
- The tenant is occupying a rental unit in a care home for the purposes of receiving rehabilitative or therapeutic services, and
 - the tenant agreed to occupy the rental unit for not more than 4 years,
 - the tenancy agreement set out that the tenant can be evicted when the objectives of providing the care services have been met or will not be met, and
 - the rental unit is provided to the tenant under an agreement between the landlord and a service manager under the *Housing Services Act, 2011*.

Keep a copy of this agreement

Both the landlord and the tenant should keep a copy of this agreement for their records.

How to get more information

For more information about this notice or your rights, you can contact the Landlord and Tenant Board. You can reach the Board by phone at **416-645-8080** or **1-888-332-3234**. You can visit the Board's website at sjto.ca/LTB.



First Name																											
Last Name																											
Phone Number																											
Signature		Date (dd/mm/yyyy)																									

First Name																													
Last Name																													
Phone Number																													
Signature		Date (dd/mm/yyyy)																											

OFFICE USE ONLY: File Number

Delivery Method: ☐ In Person ☐ Mail ☐ Courier ☐ Email ☐ Ette ☐ Fax FL

Page 2 of 2

Appendix D – Example Rental Application (OREA)



OREA Ontario Real Estate Association
Form 410
for use in the Province of Ontario

Rental Application Residential

I/We hereby make application to rent _____
 from the _____ day of _____, 20____ at a monthly rental of \$_____
 to become due and payable in advance on the _____ day of each and every month during my tenancy.

1. Name _____ Date of birth _____ SIN No. (Optional) _____
 Drivers License No. _____ Occupation _____

2. Name _____ Date of birth _____ SIN No. (Optional) _____
 Drivers License No. _____ Occupation _____

3. Other Occupants: Name _____ Relationship _____ Age _____
 Name _____ Relationship _____ Age _____
 Name _____ Relationship _____ Age _____

Do you have any pets? _____ If so, describe _____
 Why are you vacating your present place of residence? _____

LAST TWO PLACES OF RESIDENCE

Address _____ _____	Address _____ _____
From _____ To _____	From _____ To _____
Name of landlord _____	Name of landlord _____
Telephone: _____	Telephone: _____

PRESENT EMPLOYMENT Employer _____ Business address _____ Business telephone _____ Position held _____ Length of employment _____ Name of supervisor _____ Current salary range: Monthly \$ _____	PRIOR EMPLOYMENT 1. _____ 1. _____ 1. _____ 1. _____ 1. _____
---	--

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SPOUSE'S PRESENT EMPLOYMENT

Employer _____
 Business address _____
 Business telephone _____
 Position held _____
 Length of employment _____
 Name of supervisor _____
 Current salary range: Monthly \$ _____

PRIOR EMPLOYMENT

I _____
 I _____
 I _____
 I _____
 I _____

Name of Bank _____ Branch _____ Address _____
 Checking Account # _____ Savings Account # _____

FINANCIAL OBLIGATIONS

Payments to _____ Amount: \$ _____
 Payments to _____ Amount: \$ _____

PERSONAL REFERENCES

Name _____ Address _____
 Telephone: _____ Length of Acquaintance _____ Occupation _____
 Name _____ Address _____
 Telephone: _____ Length of Acquaintance _____ Occupation _____

AUTOMOBILE(S)

Make _____ Model _____ Year _____ License No. _____
 Make _____ Model _____ Year _____ License No. _____

The Applicant consents to the collection, use and disclosure of the Applicant's personal information by the Landlord and/or agent of the Landlord, from time to time, for the purpose of determining the creditworthiness of the Applicant for the leasing, selling or financing of the premises or the real property, or making such other use of the personal information as the Landlord and/or agent of the Landlord deems appropriate.

The Applicant represents that all statements made above are true and correct. **The Applicant is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this rental.** The Applicant authorizes the verification of the information contained in this application and information obtained from personal references. This application is not a Rental or Lease Agreement. In the event that this application is not accepted, any deposit submitted by the Applicant shall be returned.

(Signature of Applicant) _____ (Date) _____ (Signature of Applicant) _____ (Date) _____
 Telephone: _____ Telephone: _____

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Appendix E - Ontario Standard Lease



Residential Tenancy Agreement (Standard Form of Lease)

Note

This tenancy agreement (or lease) is required for tenancies entered into on **April 30, 2018 or later**. It does not apply to care homes, sites in mobile home parks and land lease communities, most social housing, certain other special tenancies or co-operative housing (see Part A of General Information).

Residential tenancies in Ontario are governed by the *Residential Tenancies Act, 2006*. This agreement cannot take away a right or responsibility under the *Residential Tenancies Act, 2006*.

Under the Ontario Human Rights Code, everyone has the right to equal treatment in housing without discrimination or harassment.

All sections of this agreement are mandatory and cannot be changed.

1. Parties to the Agreement

Residential Tenancy Agreement between:

Landlord(s)

Landlord's Legal Name

[Add a Landlord \(+\)](#)

Note:

See Part B in General Information

and Tenant(s)

Last Name	First Name
Last Name	First Name
Last Name	First Name
Last Name	First Name

[Add a Tenant \(+\)](#)

2. Rental Unit

The landlord will rent to the tenant the rental unit at:

Unit (e.g., unit 1 or basement unit)	Street Number	Street Name
City/Town	Province	Postal Code

Number of vehicle parking spaces and description (e.g., indoor/outdoor, location)

The rental unit is a unit in a condominium.

☐ Yes ☐ No

If yes, the tenant agrees to comply with the condominium declaration, by-laws and rules, as provided by the landlord.

3. Contact Information

Address for Giving Notices or Documents to the Landlord

Unit	Street Number	Street Name	PO Box
City/Town		Province	Postal Code/ZIP Code

Both the landlord and tenant agree to receive notices and documents by email, where allowed by the Landlord and Tenant Board's Rules of Practice.

☐ Yes ☐ No

If yes, provide email addresses:

The landlord is providing phone and/or email contact information for emergencies or day-to-day communications:

☐ Yes ☐ No

If yes, provide information:

Note:

See Part B and E in General Information

4. Term of Tenancy Agreement

This tenancy starts on: _____
 Date (yyyy/mm/dd)

This tenancy agreement is for: (select an option below and fill in details as needed)

- ☐ a fixed length of time ending on: _____
 Date (yyyy/mm/dd)
- ☐ a monthly tenancy
- ☐ other (such as daily, weekly, please specify): _____

Note:

The tenant does not have to move out at the end of the term. See Parts C and D in General Information.

5. Rent

a) Rent is to be paid on the _____ (e.g., first, second, last) day of each (select one):

☐ Month

☐ Other (e.g., weekly) _____

b) The tenant will pay the following rent:

Base rent for the rental unit _____

Parking (if applicable) _____

Other services and utilities (specify if applicable): _____

Total Rent (Lawful Rent) _____

[Add Service or Utility \(+\)](#)

This is the lawful rent for the unit, subject to any rent increases allowed under the *Residential Tenancies Act, 2006*. For example, the landlord and tenant may agree to a seasonal rent increase for additional services of air conditioning or a block heater plug-in. This amount does not include any rent discounts (see Section 7 and Part G in General Information).

c) Rent is payable to:

d) Rent will be paid using the following methods:

Note:

The tenant cannot be required to pay rent by post-dated cheques or automatic payments, but can choose to do so.

e) If the first rental period (e.g., month) is a partial period, the tenant will pay a partial rent of \$ _____ on

_____, This partial rent covers the rental of the unit from _____ to _____
 Date (yyyy/mm/dd) Date (yyyy/mm/dd) Date (yyyy/mm/dd)

f) If the tenant's cheque is returned because of non-sufficient funds (NSF), the tenant will have to pay the landlord's

administration charge of \$ _____ plus any NSF charges made by the landlord's bank.

Note:

The landlord's administration charge for an NSF cheque cannot be more than \$20.00

6. Services and Utilities

The following services are included in the lawful rent for the rental unit, as specified:

Gas	☐ Yes ☐ No
Air conditioning	☐ Yes ☐ No
Additional storage space	☐ Yes ☐ No
On-Site Laundry	☐ Yes ☐ No ☐ No Charge ☐ Pay Per use
Guest Parking	☐ Yes ☐ No ☐ No Charge ☐ Pay Per use
Other _____	☐ Yes ☐ No
Other _____	☐ Yes ☐ No
Other _____	☐ Yes ☐ No

[Add Service \(*\)](#)

Provide details about services or list any additional services if needed (if necessary add additional pages):

The following utilities are the responsibility of:

Electricity ☐ Landlord ☐ Tenant

Heat ☐ Landlord ☐ Tenant

Water ☐ Landlord ☐ Tenant

If the tenant is responsible for any utilities, provide details of the arrangement, e.g. tenant sets up account with and pays the utility provider, tenant pays a portion of the utility costs (If necessary add additional pages):

Note:

If the tenant will be responsible for paying for electricity measured by a meter or suite meter, the landlord must give the prospective tenant available information about the electricity usage in the rental unit over the last twelve months using the appropriate Landlord and Tenant Board form.

7. Rent Discounts

Select one:

☐ There is no rent discount.

or

☐ The lawful rent will be discounted as follows:

Provide description of rent discount (if necessary add additional pages):

Note:

See Part G in General Information for what types of discounts are allowed.

8. Rent Deposit

Select one:

☐ A rent deposit is not required.

or

☐ The tenant will pay a rent deposit of \$ _____. This can only be applied to the rent for the last rental period of the tenancy.

Note:

This amount cannot be more than one month's rent or the rent for one rental period (e.g., one week in a weekly tenancy), whichever is less. This cannot be used as a damage deposit. The landlord must pay the tenant interest on the rent deposit every year. See Part H in General Information.

9. Key Deposit

Select one:

☐ A key deposit is not required.

or

☐ The tenant will pay a refundable key deposit of \$ _____ to cover the cost of replacing the keys, remote entry devices or cards if they are not returned to the landlord at the end of the tenancy.

If a refundable key deposit is required, provide description and number of keys, access cards and remote entry devices:

Note:

The key deposit cannot be more than the expected replacement cost. See Part H in General Information.

10. Smoking

Under provincial law, smoking is not allowed in any indoor common areas of the building. The tenant agrees to these additional rules on smoking:

Select one:

☐ None

or

☐ Smoking rules

Provide description of smoking rules (if necessary add additional pages):

Note:

In making and enforcing smoking rules, the landlord must follow the *Ontario Human Rights Code*. See Parts M and S in General Information.

11. Tenant's Insurance

Select one:

☐ There are no tenant insurance requirements.

or

☐ The tenant must have liability insurance at all times. If the landlord asks for proof of coverage, the tenant must provide it. It is up to the tenant to get contents insurance if they want it.

12. Changes to the Rental Unit

The tenant may install decorative items, such as pictures or window coverings. This is subject to any reasonable restrictions set out in the additional terms under Section 15.

The tenant cannot make other changes to the rental unit without the landlord's permission.

13. Maintenance and Repairs

The landlord must keep the rental unit and property in good repair and comply with all health, safety and maintenance standards.

The tenant must repair or pay for any undue damage to the rental unit or property caused by the wilful or negligent conduct of the tenant, the tenant's guest or another person who lives in the rental unit.

The tenant is responsible for ordinary cleanliness of the rental unit, except for any cleaning the landlord agreed to do.

Note:

See Part J in General Information.

14. Assignment and Subletting

The tenant may assign or sublet the rental unit to another person only with the consent of the landlord. The landlord cannot arbitrarily or unreasonably withhold consent to a sublet or potential assignee.

Note:

There are additional rules if the tenant wants to assign or sublet the rental unit. See Part P in General Information.

15. Additional Terms

Landlords and tenants can agree to additional terms. Examples may include terms that:

- Require the landlord to make changes to the unit before the tenant moves in, and
- Provide rules for use of common spaces and/or amenities.

These additional terms should be written in plain language and clearly set out what the landlord or tenant must or must not do to comply with the term. If typed, the additional terms should be in a font size that is at least 10 points.

An additional term cannot take away a right or responsibility under the *Residential Tenancies Act, 2006*.

If a term conflicts with the *Residential Tenancies Act, 2006* or any other terms set out in this form, the term is void (not valid or legally binding) and it cannot be enforced. Some examples of void and unenforceable terms include those that:

- Do not allow pets (however, the landlord can require the tenant to comply with condominium rules, which may prohibit certain pets),
- Do not allow guests, roommates, any additional occupants,
- Require the tenant to pay deposits, fees or penalties that are not permitted under the *Residential Tenancies Act 2006* (e.g., damage or pet deposits, interest on rent arrears), and
- Require the tenant to pay for all or part of the repairs that are the responsibility of the landlord.

See General Information for more details.

The landlord and tenant may want to get legal advice before agreeing to any additional terms.

Select one:

☐ There are no additional terms.

or

☐ This tenancy agreement includes an attachment with additional terms that the landlord and tenant agreed to.

16. Changes to this Agreement

After this agreement is signed, it can be changed only if the landlord and tenant agree to the changes in writing.

Note:

The *Residential Tenancies Act, 2006* allows some rent increases and requires some rent reductions without agreement between the landlord and tenant. See Part I in General Information.

17. Signatures

By signing this agreement, the landlord(s) and the tenant(s) agree to follow its terms.

Unless otherwise agreed in the additional terms under Section 15, if there is more than one tenant, each tenant is responsible for all tenant obligations under this agreement, including the full amount of rent.

Landlord(s):

Name	Signature	Date (yyyy/mm/dd)
------	-----------	-------------------

[Add a Landlord \(+\)](#) [-](#)

Tenant(s):

Name	Signature	Date (yyyy/mm/dd)

[Add a Tenant \(+\)](#) [-](#)

Note:

All of the landlords and tenants listed on the first page in Section 1 (Parties to the Agreement) must sign here. The landlord must give a copy of this agreement to the tenant within 21 days after the tenant signs it.



Appendix: General Information

This Appendix sets out basic information for landlords and tenants. It is not intended as legal advice, and it is not an official interpretation of the *Residential Tenancies Act, 2006* (the Act). Please refer to the Act for the specific rules.

The Landlord and Tenant Board also provides information about landlords' and tenants' rights and responsibilities under the Act.

Landlord and Tenant Board:

Toll free: 1-888-332-3234

Toronto area: 416-645-8080

TTY: Bell Relay Service at 1-800-268-9242

Website: www.sjto.ca/lfb

A. When to Use This Form

This form (standard form of lease) must be used for most residential tenancy agreements (leases).

This form should **not** be used for:

- care homes,
- sites in mobile home parks or land lease communities,
- social and supportive housing that is exempt from the rent increase guideline (see the regulation under the Act for specific exemptions),
- member units in co-operative housing, and
- any other accommodation that is exempt from the Act (see Section 5 of the Act).

B. Change of Landlord

A new landlord has the same rights and duties as the previous landlord. A new landlord must follow all the terms of this agreement unless the tenant and new landlord agree to other terms. A new landlord should provide the tenant with their legal name and address.

C. Renewing a Tenancy Agreement (Part V of the Act)

If the landlord and tenant agree that the tenancy will last for a specific period of time, this is called a fixed term tenancy. This is because both the start and end date are set out in the tenancy agreement.

The end of an agreement does not mean the tenant has to move out or sign a renewal or new agreement in order to stay. The rules of the agreement will still apply and the tenant still has the right to stay:

- as a monthly tenant, if the agreement was for a fixed term or monthly tenancy,
- as a weekly tenant, if the agreement was for a weekly tenancy, or
- as a daily tenant, if the agreement was for a daily tenancy.

The landlord and tenant can also agree to renew the agreement for another fixed term or enter into a new agreement. In any case, changes to the rent must follow the rules under the Act (see Part I below for further information).

D. Ending the Tenancy (Part V of the Act)

The landlord or tenant must follow the rules of the Act when ending a tenancy.

When the tenant can end the tenancy

The tenant may end a tenancy by giving the landlord proper notice using the appropriate Landlord and Tenant Board form. They must give:

- at least 60 days' notice if they have a monthly or fixed term tenancy, or
- at least 28 days' notice if they have a daily or weekly tenancy.

For a fixed term tenancy, the notice cannot be effective before the last day of the fixed term. For a monthly or weekly tenancy, the notice must be effective on the last day of a rental period (e.g. month or week).

In certain situations, a tenant who has experienced sexual or domestic violence can give 28 days' notice to end the tenancy at any time, even if the tenant has a fixed term agreement (e.g., one year agreement). They must use the notice form approved by the Landlord and Tenant Board.

When the landlord can end the tenancy

The landlord cannot evict the tenant unless the landlord follows the proper rules. In most cases, the landlord must give proper notice to end the tenancy using the right form. Forms are available on the Landlord and Tenant Board's website.

The landlord can only give the tenant notice to end the tenancy in certain situations. These situations are set out in the Act. A few examples include:

- tenant does not pay the full rent when it is due,
- tenant causes damage to the rental unit or building, and
- tenant substantially interferes with the reasonable enjoyment of other tenants or the landlord.

If the landlord gives a tenant notice to end the tenancy, the tenant does not have to move out.

If the tenant does not move out, the landlord must apply to the Landlord and Tenant Board in order to evict the tenant. The Landlord and Tenant Board will hold a hearing and decide if the tenancy should end. Both the landlord and the tenant can come to the hearing and explain their side to the Landlord and Tenant Board. If the Landlord and Tenant Board orders an eviction, the eviction order can only be enforced by the Sheriff (Court Enforcement Officer).

It is an offence for the landlord to evict a tenant without following this process. If convicted, the landlord could face a fine of up to \$25,000 (for an individual) or \$100,000 (for a corporation).

If the Landlord and Tenant agree to end the tenancy

The tenant and landlord can agree to end a tenancy at any time by using the proper Landlord and Tenant Board form. Some landlords may ask the tenant to sign this form when signing the agreement. In most cases, an agreement to end a tenancy signed at the beginning of the tenancy agreement is unenforceable and the tenant does not have to move out.

There is more information on how to end a tenancy and reasons for eviction in the Act and in a brochure on the Landlord and Tenant Board website.

E. Giving Notices and Documents (Part XII of the Act)

The landlord and tenant have to deliver some official notices and other documents in writing. These notices and documents can be:

- hand delivered,
- left in a mail box or a place where mail is ordinarily delivered, or
- mailed (this will count as delivered five days after mailing).

There are also other ways to serve notices and documents. For more information, contact the Landlord and Tenant Board or see the Rules of Practice on its website.

F. Rent and Rent Receipts (Part VII of the Act)

Rent is the amount the tenant pays to the landlord to occupy the rental unit and receive services or facilities agreed to in this agreement.

The tenant must pay their rent on time. If they do not, the landlord can give them notice to end the tenancy.

If the tenant asks for a receipt for rent or any payment or deposit, the landlord must give them one for free. This also applies to a former tenant who asks for a receipt within 12 months after the end of their tenancy.

G. Rent Discounts (Part VII of Act)

The landlord can offer the tenant a discount for paying rent on or before the date it is due. This discount can be up to two per cent of the lawful rent.

The landlord can also offer rent-free periods or discounts in one of three ways:

- Rent-free periods of up to three months within any 12-month period,
- A discount of up to one month's rent spread evenly over eight months, or
- A discount of up to two months' rent, with up to one month's rent spread evenly over the first seven months, and up to one month's rent discounted in one of the last five months.

These types of discounts must be agreed to in writing.

H. Deposits (Part VII of the Act)

The landlord can only collect a deposit for the last month's rent and a refundable key deposit. The tenant does not have to provide any other form of deposit, such as pet or damage deposits. If the tenant pays anything more, the tenant can apply to the Landlord and Tenant Board to get the money back.

Rent deposit (i.e. last month's rent): The landlord can require a rent deposit on or before the tenant enters into the tenancy agreement. The landlord must apply this money to the rent for the last period of the tenancy. The rent deposit must not be more than one month's rent or the rent for one rental period (e.g., one week in a weekly tenancy), whichever is less.

The landlord must pay the tenant interest on the rent deposit every year. If the rent increases after the tenant has paid a rent deposit, the landlord can require the tenant to top-up the rent deposit so that it is the same as the new rent. The landlord can use the interest on the rent deposit to top-up the rent deposit.

If the landlord is unable to let the tenant move into the rental unit, the landlord must return the deposit, unless the tenant agrees to rent a different unit.

Key deposit: If the landlord collects a deposit for key(s), remote entry devices or cards, the landlord must return the deposit when the tenant gives back their key(s) at the end of the tenancy.

The landlord can charge the tenant for additional keys that the tenant requests (for example, if the tenant wants an extra key or if the tenant has lost their key), but the charge cannot be more than actual cost of the keys. This is not a key deposit.

I. Rent Increases and Decreases (Part VII of the Act)

Most Ontario tenants are protected by rent controls that limit how much rent can increase year-over-year. The rent payable by tenants may also decrease in limited situations.

Guideline Rent Increases

Normally, the landlord can increase the rent only once every 12 months. The landlord must use the proper Landlord and Tenant Board form and give the tenant at least 90 days' notice before the rent increase is to take effect. The rent can be increased by no more than the rent increase guideline unless the Landlord and Tenant Board approves a rent increase above the guideline. The guideline for each year can be found on the Landlord and Tenant Board's website.

Rent Increases above the Guideline

The landlord can apply to the Landlord and Tenant Board for approval to raise the rent by more than the rent increase guideline. Affected tenants can oppose this application at the Landlord and Tenant Board.

This kind of rent increase is called an above-guideline rent increase. The Landlord and Tenant Board can allow this kind of rent increase if:

- the landlord's municipal taxes and charges have increased significantly,
- the landlord has done major repairs or renovations, or
- the costs of external security services (i.e. not performed by the landlord's employees) have increased, or external security services are being provided for the first time.

The landlord and tenant can also agree to an above-guideline rent increase, if the landlord agrees to renovate or add a new service for the tenant. Certain rules apply.

Rent Reductions:

The landlord **must** reduce the rent if:

- the municipal property tax goes down by more than 2.49 per cent, or
- the rent was increased above the guideline to pay for repairs or renovations and the costs have been fully paid for (this only applies to tenants who were living in the unit when the above guideline rent increase happened).

The tenant can apply to the Landlord and Tenant Board to reduce their rent if:

- municipal property taxes or charges on the rental property go down,
- the landlord reduced or removed a service without reducing the rent, or
- the landlord did not keep a promise they made in an agreement for a rent increase above the guideline.

J. Maintenance and Repairs (Part III, IV, V and XIV of the Act)

The landlord must keep the rental unit and property in good repair and comply with all health, safety and maintenance standards. This includes the maintenance and repair of things that came with the unit, such as appliances, and of common areas, such as parking lots, elevators, and hallways.

The tenant must pay their rent, even if they have problems with the maintenance and repair of their unit or property. If the tenant is having a maintenance or repair problem, the tenant should let the landlord know. If needed, the tenant can apply to the Landlord and Tenant Board.

The tenant is responsible for any damage to the rental property caused by the tenant, the tenant's guest or another person who lives in the rental unit. This applies to any damage caused on purpose or by not being careful enough. This does not include damage that results from normal use of the rental unit over time ("wear and tear"). The landlord can apply to the Landlord and Tenant Board if the tenant has not repaired such damage.

The tenant is responsible for ordinary cleanliness of the rental unit, except for any cleaning the landlord agreed to do.

K. Vital Services (Part I and III of the Act)

"Vital services" include hot or cold water, fuel, electricity, gas and heat.

The landlord must ensure that a rental unit has heating equipment capable of maintaining a minimum temperature of 20° Celsius from September 1 to June 15. Some municipal by-laws may have stricter requirements.

The landlord cannot withhold or shut off the reasonable supply of a vital service, care service or food that the landlord must supply under the tenancy agreement. If a vital service is cut-off because the landlord failed to pay their bill, the landlord is considered to have withheld that service. However, if a vital service is cut-off or disconnected because the tenant failed to pay their own utility bill, the tenant cannot claim that the landlord withheld a vital service.

The landlord cannot deliberately interfere with the reasonable supply of any vital service, care service or food, whether or not the landlord is obligated to supply it under the tenancy agreement.

L. Harassment (Part III and IV of the Act)

It is against the law for the landlord (or anyone acting for the landlord, such as a superintendent or property manager) to harass the tenant, or for the tenant to harass the landlord. If the landlord or the tenant is experiencing harassment they can apply to the Landlord and Tenant Board.

M. Discrimination

If the landlord (or anyone acting for the landlord) discriminates against the tenant based on prohibited grounds of discrimination under the Ontario Human Rights Code (the Code), they may be violating the tenant's rights under the Code. The Landlord and Tenant Board may be able to consider discrimination if it relates to an application under the *Residential Tenancies Act, 2006*. In other situations, the tenant may have to take their case to the Human Rights Tribunal of Ontario.

N. Landlord's Entry into Rental Unit (Part III of the Act)

The tenant is entitled to reasonable enjoyment of the rental unit (e.g. quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance and exclusive use of the rental unit).

The landlord can enter the rental unit with 24 hours' written notice only for the following reasons:

- make repairs,
- inspect the unit to see if repairs are needed, if the inspection is reasonable,
- show the rental unit to a possible buyer, insurer or mortgage lender,
- let a real estate agent show the unit to a possible buyer,
- have a property inspection done before converting the residential building into a condominium, or
- for any reasonable purpose listed in the tenancy agreement.

The written notice must include the reason for the entry and state the date and time (between 8 a.m. and 8 p.m.) that the landlord will enter the unit. With proper notice, the landlord can enter the unit when the tenant is not at home.

The landlord does not need to give a notice to enter:

- in case of emergency,
- if the tenant consents to entry,
- if the tenancy agreement requires the landlord to clean the unit, or
- if the tenancy is coming to an end and the landlord wants to show the unit to a potential new tenant – the landlord can only show the unit between 8:00 a.m. and 8:00 p.m. and must make a reasonable effort to let the tenant know when this will happen.

O. Locks (Part III and IV of the Act)

The landlord cannot change the locks of the rental unit unless the landlord gives the new keys to the tenant. The tenant cannot change the locks of the rental unit without the consent of the landlord.

P. Assign or Sublet (Part VI of the Act)

The tenant may assign or sublet the rental unit to another person only with the consent of the landlord. The landlord cannot arbitrarily or unreasonably withhold consent to a potential assignee or sublet of the rental unit.

1. **Assignment:** In an **assignment**, the tenant transfers their right to occupy the rental unit to someone else. The new person takes the place of the tenant, and the tenancy agreement stays the same.
2. **Sublet:** A **sublet** occurs when the tenant moves out of the rental unit, lets another person (the "sub-tenant") live there until a specified date, and can return to live in the unit before the tenancy ends. The tenancy agreement and the landlord-tenant relationship do not change.

A tenant who sublets a rental unit cannot:

- charge a higher rent than the landlord does for the rental unit,
- collect any additional fees for subletting the rental unit, or
- charge the sub-tenant for additional goods or services.

Q. Guests (Part III of the Act)

The landlord cannot stop tenants from having guests, require the tenant to notify the landlord or get the landlord's permission before having guests. The landlord cannot charge extra fees or raise the rent due to guests in the rental unit. However, the tenant is responsible for the behaviour of their guests.

The landlord cannot prevent the tenant from having a roommate, as long as municipal by-laws on occupancy standards are respected.

R. Pets (Part III of the Act)

A tenancy agreement cannot prohibit animals in the rental unit or in or around the residential building.

There are some cases where the landlord can apply to the Landlord and Tenant Board to evict a tenant who has a pet. These are some common examples:

- the pet makes too much noise, damages the unit or causes other tenants to have allergic reactions,
- the breed or species is inherently dangerous, or
- the rules of the condominium corporation do not allow pets.

S. Smoking (Part V of the Act)

The Act does not discuss smoking in a rental unit. The landlord and tenant can use Section 10 of this lease to agree to either allow or prohibit smoking in the unit, and/or on the landlord's property.

Even if the lease doesn't prohibit smoking, the landlord may apply to the Landlord and Tenant Board to end the tenancy if the smoking:

- substantially interferes with reasonable enjoyment of the landlord or other tenants,
- causes undue damage,
- impairs safety, or
- substantially interferes with another lawful right, privilege or interest of the landlord.

If the tenant believes that other people smoking in their building affects their health or safety, contravenes maintenance standards, or substantially interferes with their reasonable enjoyment of the rental unit, they should discuss it with their landlord before contacting the Landlord and Tenant Board.

T. Smoke and Carbon Monoxide Alarms

The landlord must provide the rental unit with working smoke alarms and, where applicable, carbon monoxide alarms. The landlord is responsible for keeping smoke and carbon monoxide alarms in working condition, which includes replacing the batteries. The tenant must not disconnect or tamper with any smoke or carbon monoxide alarm and must notify the landlord immediately of any alarms not working properly.

U. Resolving Disputes

The landlord and tenant are required to follow the law. If they have problems or disagreements, the landlord and tenant should first discuss the issue and attempt to resolve it themselves. If the landlord or tenant feels that the other is not obeying the law, they may contact the Landlord and Tenant Board for information about their rights and responsibilities, including whether they may apply to the Landlord and Tenant Board to resolve the dispute.

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