

*Working together to make  
our community stronger.*

# **2014** *Updated* **Tenant Guide**



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Member of Provincial Parliament for Don Valley East

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# Protecting Tenants, Building Communities

## *A message from Michael Coteau, Member of Provincial Parliament for Don Valley East*

Dear Neighbour,

It is my pleasure to provide you with the 2014 edition of the Tenant Guide.

It is my hope that this guide will help answer some of the questions you may have concerning the rights of tenants, the responsibilities of landlords, and the law in Ontario.

In this guide, you will find important contact numbers, useful information on the Residential Tenancies Act (RTA), and measures the Ontario government has put in place to protect your rights as a tenant.

The guide also contains valuable information on how to request repairs and maintenance, and how to form a tenant's association—something I am commonly asked here in Don Valley East.

We are building strong communities together. On June 21, 2013 the Government of Ontario announced that we are capping rent increases for 2014 at 0.8 percent.

As your MPP in Don Valley East, I am committed to fighting for Ontario tenants.

Sincerely,



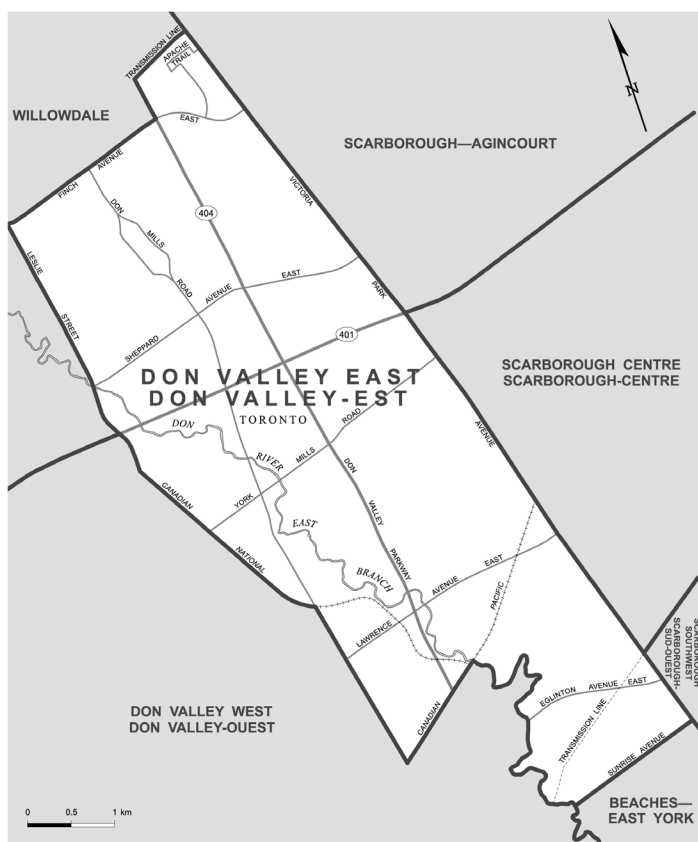
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# Table of Contents

Stay informed: Recent Changes Affecting Tenants.....5

Continuing to Fight for Ontario Tenants ..... 6

Types of Rental Housing.....7

Before you Rent: A Tenant Checklist..... 9

Your Rights as a Tenant ..... 11

Signing a Lease ..... 12

Rent Increases and Decreases..... 13

Maintenance and Repairs..... 15

Tenant Responsibilities..... 16

Moving Out ..... 17

Eviction ..... 18

Dispute Resolution ..... 20

Questions and Answers ..... 21

Important Contact Information ..... 24

For more information, visit these websites:

Ontario’s Landlord and Tenant Board, **[www.ltb.gov.on.ca](http://www.ltb.gov.on.ca)**  
Federation of Metro Tenants’ Associations, **[www.torontotenants.org](http://www.torontotenants.org)**

Additional resources for tenants are available  
in the following languages at:

**[www.torontotenants.org/resources/tenant-survival-manual](http://www.torontotenants.org/resources/tenant-survival-manual)**

Arabic • Chinese • Dari • Farsi • French • Gujarati • Hindi • Italian  
Japanese • Korean • Portuguese • Punjabi • Russian • Somali  
Spanish • Tagalog • Tamil • Urdu • Vietnamese

## Stay informed: Recent Changes Affecting Tenants

Municipal and provincial rules on residential rental dwellings change often. Here are some recent important changes affecting tenants:



**Suite “smart” meters:** Landlords may install “smart” meters measuring electricity consumption in individual units. If they want a tenant to be billed directly for electricity, they must get written permission from the tenant, and they must give the tenant notice of their intention to install smart meters.

But as a tenant, you have the right to say no—the landlord needs your permission. Furthermore, the landlord cannot enter into a third-party electricity contract (e.g. Direct Energy) without the tenant’s written consent, and the tenant’s rent must be reduced if they are switching to a suite meter arrangement where electricity is no longer included in the rent, but is paid separately by the tenant. More information is available at the Landlord and Tenant Board:

**<http://bit.ly/gzCVbo>.**

**Rent Reductions for Toronto Tenants:** When a landlord’s property taxes go down by more than 2.49 percent, the landlord is required to reduce your rent. If this occurs, you will be notified by the City of Toronto by mail. The rent reduction should be automatic and you do not have to request the reduction from your landlord. If applicable, you will receive a letter from the City in September or December. For more information, call the Federation of Metro Tenants’ Associations’ tenant hotline at **416-921-9494** or visit **<http://bit.ly/tPPXwL>**.

**New Accessibility Requirements:** Starting January 1, 2012, changes in the Accessibility for Ontarians with Disabilities Act now apply to business, including landlords and property management companies. Changes include the requirement that landlords and property management create policies to ensure that their services are accessible to people with disabilities. For more information, visit **<http://bit.ly/whzUvm>**.

**Landlord and Tenant Board fines:** The maximum amount the board can order a landlord to pay for administrative costs of a hearing or a fine has been increased from \$10,000 to \$25,000 for individuals, and up to \$100,000 for corporations.

### Ontario Clean Energy Benefit

To help Ontarians save money on their Hydro Bills, our government introduced the **Ontario Clean Energy Benefit**, a 10 percent discount on every hydro bill. Last year, this worked out to an **average annual savings of \$150 per household**.



## Continuing to Fight for Ontario Tenants

Your government is showing a commitment to protecting tenants across Ontario. The Residential Tenancies Act establishes strong rent controls to keep rent affordable for tenants. This is the lowest year over year increase of any government in recent memory, and in 2013, the government capped the maximum annual increase at 2.5 percent.

For 2014 your government has capped the increase to 0.8 percent for the province's one million tenant households, built or occupied prior to November 1991—the second lowest cap since the introduction of rent regulation 38 years ago.

The cap, also known as the Rent Increase Guideline, is the maximum amount a landlord can increase a tenants' rent without seeking the approval of the Landlord and Tenant Board.

Providing Ontarians with affordable housing is part of your Ontario government's plan to create a fair and prosperous society and help people in their everyday lives.

# Types of Rental Housing

**Private apartment suites:** This is by far the most common form of residential rental unit. These can be anything from a high-rise apartment unit to a basement suite in a house. The landlord could be anyone from a person who is renting out their own property to a large corporation with thousands of properties. Increasingly, there are more condominium units that are being rented out to tenants by their owners.

**Non-profit housing:** There are three kinds of non-profit housing.

1. **Toronto Community Housing Corporation (TCHC)**—this is a City-owned agency renting suites to people from diverse backgrounds, including seniors and people living with disabilities. Operating over 350 properties serving 164,000 tenants, TCHC’s mission is to provide quality social housing to people from a wide variety of backgrounds.
2. **Private non-profit housing**—these are buildings owned and operated by community-based non-profit organizations, such as churches, multicultural groups or seniors’ organizations.
3. **Co-operative housing**—these are multi-unit buildings in which a board of directors made up of residents manages the property. Technically, co-op residents are considered “members” of the co-op, not tenants, and so co-ops are governed by a different set of rules. By definition, a co-op is considered non-profit. Residents have to apply to the board to be considered for a unit, and they may also apply for rent subsidies if they make less than a certain amount of income. There are 165 co-op buildings in Toronto. Visit Cooperative Housing Federation of Toronto: <http://bit.ly/eEf1UO>

**Rooming houses:** These are units in a house or small building where tenants rent single rooms where they sleep, and share bathroom and kitchen areas with other tenants. Rooming houses must be licensed by the City of Toronto’s Municipal Licensing and Standards Division, which carries out inspections.



## Before you Rent: A Tenant's Checklist

Before you rent an apartment, make sure you are organized so that everything goes smoothly. Here is a handy checklist to help you prepare:

- **Make sure you have enough money to cover two months' rent.** When you move in, you'll have to pay your first rent cheque. In addition, landlords can only legally ask for one extra month's rent (your final month's rent)—AND NO MORE—as a deposit before you move in. This deposit has to be asked for before you move in. The landlord cannot ask for a deposit after you move in. This deposit is often used as your final month's rent before you move out. It is illegal for landlords to charge any other fees such as damage deposits. It is also illegal for landlords to require you to purchase insurance for the contents of your apartment.
- **Don't give over any deposits until you're sure you want to live there.** Once you've paid your landlord, you can't back out from your decision to rent.
- **Make sure you have extra money available for moving costs.** You may have to rent a van or hire professional movers to assist you in your move.
- **Never agree to rent without seeing the apartment first.** Some unscrupulous landlords will post photos on rental websites that are not of the suite they are actually renting. Some may not even have a suite for rent at all, but will try to lure you into sending them a payment.
- **Trust your gut.** If the landlord is not upfront with you, or if you have a bad feeling about the quality of the suite, don't agree to rent it.
- **If possible, have a friend go with you to check out an apartment.** You may also want to take photos of the suite.



- **Make sure the apartment is in good repair.**

Make sure of the following:

- ☒ There is good water pressure on all taps, and nothing leaks;
- ☒ The toilet flushes properly;
- ☒ No electrical wires are exposed;
- ☒ Windows and doors work properly;
- ☒ There is no dampness in the carpets;
- ☒ There are no outside drafts in the door or window areas;
- ☒ There is no rust-coloured water damage on ceilings or walls;
- ☒ There is no mold in the bathroom or near the baseboards.

- **If the landlord agrees to improve, clean or repair the suite before you move in, make sure you get this promise in writing,** including a deadline for the work to be done.

- **Make sure you sign a lease before you move in.** A proper lease should be fair to both you and the landlord. Read it carefully before signing it. Make sure there is a 90-day notice period before rent increases take effect. Make sure there is a section outlining what your rent covers, such as gas, electricity and parking. **All extra charges must be outlined in the lease.** A landlord must give you a copy of the signed lease.

*See Page 12 for more details.*



- **If you pay your rent in cash, insist on a receipt from the landlord.** A landlord is required to supply you with a receipt whenever you request one.
- **Make sure you get your concerns with the landlord addressed in writing.** Keep a file of all major issues you have with your landlord, including keeping cancelled rent cheques.

# The Residential Tenancies Act

- Eliminates the unfair eviction process, so that every tenant will have an opportunity to go to a hearing or mediation.
- Bases the annual rent increase guideline on a real cost indicator—the Consumer Price Index (CPI), which is the rate of inflation.
- Requires rent reductions for sitting tenants when a capital expenditure such as a new roof has been paid off by the property owner.
- Disallows all rent increases if a landlord has failed to maintain his/her building.
- Requires rent reductions for tenants when utility costs go down if a unit's rent had been increased to reflect higher utility prices.
- Outlines responsibilities of both tenants and landlords, ensuring that tenants are protected and their rights safeguarded.

## Who's not covered by the Residential Tenancies Act?

The following people may not be covered by all sections of the Residential Tenancies Act:

- Residents of hospitals or nursing homes
- People in jail
- People staying in emergency shelters
- People living in student residences or other institutional facilities
- Anyone who shares a bathroom or a kitchen with the property owner/landlord.



# Your Rights as a Tenant

*\*\*Legally, the Residential Tenancies Act overrides anything in your lease that is contrary to the law.*

- **Discrimination:** The Ontario Human Rights Code states that a landlord cannot refuse to rent to you because of your race, religion, sexual orientation, age, gender, gender identity, marital status or if you are a single parent. You also cannot be refused to rent a suite if you have a disability or are receiving social assistance.
- **Children:** The Ontario Human Rights Code states that a landlord cannot refuse to rent to you if you have children in your care. Similarly, a landlord cannot designate a building as “adults only.”

**If you feel you are being discriminated against based on any of the above, call the Centre for Equality Rights in Accommodation at 1-800-263-1139 ext. 22.**

- **Privacy:** A landlord must give you 24 hours written notice before entering your apartment, including when you’re not there. They may only enter your dwelling between the hours of 8 a.m. and 8 p.m. This applies even when the tenant and landlord have agreed to repairs. **The law allows the landlord to enter the suite immediately without notice in case of emergency, such as fire, or if the tenant gives verbal consent.**
- **Month-to-month:** Tenants do not have to renew their lease after it expires. In this case, the old lease will still apply but the term will become “month-to-month.” All other agreements from the old lease will stay the same.
- **Utilities:** The landlord cannot shut off your electricity, gas supply or water supply, unless it is necessary to make emergency repairs.
- **Personal property:** The landlord cannot seize your personal property for any reason, including unpaid rent they may claim they are owed.
- **Locks:** The landlord may not lock a tenant out of their dwelling unless they have a written eviction notice certified by the Landlord and Tenant Board and executed by a Sheriff.

### Starting a Tenants' Association

If you are experiencing poor maintenance or problems with your landlord, chances are your neighbours are also having trouble. One effective way to protect your rights and help ensure necessary improvements are made is to start a Tenants' Association in your building.

The Federation of Metro Tenants' Associations (FMTA) will help tenants start an association and connect the association with vital resources.

Call **416-413-9442** or email **[fmta@torontotenants.org](mailto:fmta@torontotenants.org)**, and the FMTA can organize a workshop to help tenants set up their own association.

## Signing a Lease

A proper lease should be seen as a simple roadmap outlining both landlord and tenant responsibilities. Any good lease should include the following:

- The name, address and up-to-date contact information of the property owner;
- **The duration of the lease agreement**—the normal period is 12 months, with the understanding that it is automatically extended to month-to-month after it expires;
- **When you are expected to pay rent**—normally the first of the month;
- **Outline of all extra charges and deposits for which the tenant may be responsible**—this includes, for example, heating, gas, cable, and parking;
- **Outline of rent increase procedures**—at least 90 days written notice, and only one increase every 12 months in line with the Residential Tenancies Act;
- **Outline of notice periods**—this should cover a tenant's notice period for moving out, at least 60 days;
- **Outline of subletting procedures**—rules allowing a tenant to move out temporarily during the lease period while allowing a sub-tenant to move in while they are gone. Normally, a tenant cannot sublet to a sub-tenant without the written consent of the landlord;

- **An agreement about pets in the apartment.** Even if your lease states that no pets are allowed, you can still have a pet. Section 14 of the Residential Tenancies Act specifically voids all “no pets” clauses in a lease. You can only be evicted for having a pet if your pet is genuinely disturbing other tenants or the landlord.

**Keep in mind that the Residential Tenancies Act and decisions by the Landlord and Tenant Board override any lease agreement.**

## Rent Increases and Decreases

Residential dwellings can only have rents legally raised once every 12 months according to a guideline set by the Government of Ontario. In 2013, rents can increase no more than 2.5 percent. For example, a rent of \$1,200 per month can only be increased by \$30, for a maximum rent of \$1,230.00 per month.

**Note:** The rent increase guideline applies to all residential dwellings first occupied by anyone before November 1991. It does not apply to newer dwellings first occupied on or after that date.

By law, landlords must give tenants 90 days written notice of their intention to raise the rent, and by how much. In 2014, rents can increase no more than 0.8 percent. For example, a rent of \$1,200 per month can only be increased by approximately \$10, for a maximum rent of approximately \$1,210.00 per month.

In certain cases, a landlord can apply for an “Above-Guideline Increase”, or AGI, for the following reasons:

- The landlord’s municipal taxes and/or utility costs (heat, electricity, etc.) excluding HST-related costs have increased by an “extraordinary amount” as defined in the Residential Tenancies Act;
- The landlord spent money on necessary capital expenditures on improvements to the rental property;
- The landlord’s security costs increased, including providing security services for the first time.



In the case of an AGI, the landlord must submit proof of extra costs or capital expenditures to the Landlord and Tenant Board. The board will set a hearing date to consider the AGI application, and give notice to tenants about the hearing. Tenants have the right to view and request copies of the landlord's documents in advance and challenge the AGI application at the hearing.

If the AGI application is approved, the increase will be limited to three percent above the guideline increase allowed for the year, but may also be granted for up to two additional years.

If you are facing an AGI, this may be an excellent time to contact the Federation of Metro Tenants' Associations or a licensed paralegal.

A landlord must decrease your rent if:

- The tenant starts paying separately for utilities that were once covered in their rent (see Page 5 "Suite Meters"). This could also include cable, parking or fitness facilities.
- The property taxes of the tenant's building go down more than 2.49 percent. You will be notified by the City of Toronto in this situation.
- When the landlord has finished paying off a capital expenditure that previously caused your rent to increase.

### **No Rent Increases Because of HST**

When the HST was introduced in July 2010, your government made sure that HST-related increases in utilities costs could not be used as an excuse to raise your rent.

# Maintenance and Repairs

As a tenant, you expect your apartment to be in good shape. From time to time, something might go wrong. Your landlord is responsible for making sure the building is properly maintained and repairs are done promptly. If you did not cause the damage, the landlord is always responsible for the cost of the repairs.

Common complaints include:

- Cleanliness;
- Pest infestations;
- Inadequate heating in the winter;
- Plumbing and/or water pressure issues;
- Common area problems, such as elevators, stairs, and parking garages.



If the landlord or property manager does not respond to your complaint promptly, you can take the following actions:

- Write the property owner about the problem, and your attempts to have it fixed, and get confirmation they received your written complaint (email is fine);
- If no action has been taken, contact the City of Toronto's Property Standards Branch to inform them of the problem, and the landlord's inaction to date ([www.toronto.ca/apartmentstandards/guidelines.htm](http://www.toronto.ca/apartmentstandards/guidelines.htm)); you may also call the City's General Inquiries line at 3-1-1 and inform them of the issue.
- In very serious situations, you have the option to fill out a "Tenant Application About Maintenance" form and submit it to the Landlord and Tenant Board ([www.ltb.gov.on.ca/en/Key\\_Information/STEL02\\_111464.html](http://www.ltb.gov.on.ca/en/Key_Information/STEL02_111464.html)). Seek advice in dealing with the Landlord and Tenant Board. There is a fee associated with this form.

# Tenant Responsibilities

A tenant is required to keep their unit clean.

The tenant may be required to repair or pay for any damage to the suite caused by them, their roommates, or their guests—if the damage is wilful or negligent.

For reasons of safety, tenants may not remove the batteries of, or tamper with, their smoke or fire alarms.

## Bedbugs

These pests have become a serious problem over the past few years. They spread easily, and they cause great discomfort and stress. They are also extremely hard to get rid of.

Landlords are responsible for dealing with bedbug infestations at their cost. This could require pest control measures throughout a building, so tenants will have to prepare their suites for treatment by stripping bed linens and nozzle vacuuming around their bed.

Only certified pest control experts can effectively deal with bedbug infestations.



**More information is available at [www.bedbugsinfo.ca](http://www.bedbugsinfo.ca)**

## The Provincial Rent Bank Program

The Provincial Rent Bank Program helps improve housing stability for those who, due to an emergency or other unforeseen circumstance, are in short-term rental arrears and facing eviction. If a tenant's application to a Rent Bank is approved, the outstanding rent is paid directly to the landlord on behalf of the tenant. Call my constituency office for more information: **416-494-6896**.



# Moving Out

Moving out of an apartment should be done carefully. If a tenant is moving out, they should read their lease carefully to make sure it is done properly.



- Tenants must give 60 days written notice before moving out if they are on a month-to-month lease, meaning their original one-year lease has expired. Tenants must indicate the date they will be leaving on their written notice.
- Tenants who have an existing lease agreement can break it and move out early by coming to a mutual agreement with the landlord (both parties must agree).
- If the landlord does not agree to let the tenant break the lease, the tenant can request in writing to sublet the apartment to a sub-tenant for the remainder of the lease. The tenant generally is responsible for finding the sub-tenant. The landlord must approve any sub-tenant in writing. In this case, the original tenant must give 60 days written notice to the landlord.
- If a tenant is moving out early, they do not forfeit their security deposit. The deposit must be paid back to the tenant, with interest, or applied to their last month's rent.

***Under these certain conditions, a landlord may terminate a tenant's lease at the end of the lease's term:***

- The landlord "in good faith" needs the unit for either their own use, the use of an immediate family member, or the use of someone who will provide care to a member of the landlord's immediate family, as long as that family member also resides in the building;
- The landlord sells the property, if the building has a maximum of three units;
- The landlord sells the property, and the new owner requires the suite for their residence. This is becoming more common with the increase in the number of condominiums being rented out by owners, then sold.

Depending on the case, the property owner is required to give tenants 60-120 days written notice for terminating their lease. Also, the tenant can challenge a lease termination by requesting a hearing with the Landlord and Tenant Board and requesting compensation.

## Eviction

According to the Residential Tenancies Act and the Landlord and Tenant Board, a tenant can be evicted from their unit for the following reasons:



- Not paying rent on time;
- Committing illegal acts in the apartment;
- Causing significant damage in a wilful or neglectful way;
- Interfering with the reasonable enjoyment of neighbours—for example, excessive noise;
- Overcrowding—too many people living in your suite;
- Threatening the safety of others;
- Keeping a pet that is making too much noise, damaging the apartment, or causing an allergic reaction;
- Keeping a pet that is considered dangerous;
- Misrepresenting their income, if receiving government subsidies for housing.

If a landlord wants to evict you, they have to go through the following steps:

- A landlord must issue a Notice to you terminating your tenancy, stating the reason they want you to move out and the date they want you to leave.
- You have the option to pursue “remedies” in certain cases within 7-14 days of receiving a termination notice allowing you to keep the apartment. Remedies include paying any rent that you owe, or repairing damage you caused.

- If no remedies are taken, the landlord applies to the Landlord and Tenant Board for an Eviction Order. The landlord can also ask the board to issue an order for you to pay back rent owing, pay for repairs due to wilful damage, as well as \$170 in Board administration fees.
- The landlord must give you a copy of the Application for Eviction Order, and a Hearing will be scheduled so you can challenge the application. You will receive a Notice of Hearing.
- At the Landlord and Tenant Board hearing, tenants will have access to Tenant Duty Counsel to assist tenants with legal questions. Before the hearing, tenants may also request mediation (see page 20).
- If the Board sides with the landlord at the hearing, they will issue an Eviction Order. This order must be executed by a Sheriff, not the landlord. A Vacate Notice will be mailed to you stating the date when you will have to vacate your unit.
- If you are evicted, you have 72 hours after a Sheriff removes you to make arrangements with the landlord to retrieve your personal property.

As a tenant facing eviction, you should seek help with your Landlord and Tenant Board hearing:

- You can call the Federation of Metro Tenants' Associations hotline for **416-921-9494**, and they will provide advice.

If a tenant believes their rights have been violated or they have been illegally evicted, contact the Ministry of Municipal Affairs and Housing's Investigations Unit at **1-888-772-9277** or **[www.mah.gov.on.ca/Page142.aspx](http://www.mah.gov.on.ca/Page142.aspx)**

# Dispute Resolution

Rental disputes are aggravating and stressful. It is hard to concentrate on your job or your family when your home is under threat, or not being maintained properly.

There are several ways for a tenant to get assistance in resolving differences or disputes with their landlord, property manager, or perhaps troublesome neighbours.



The best way to solve problems before they get out of hand is to **know your rights**. There are many online resources to inform tenants of their rights and obligations (see Page 24). If the landlord or property manager knows that you are fully aware of the rules regarding apartment rentals, chances are they will not try to take advantage of you.

Another way to make sure there is no confusion is to **keep everything in writing**, especially emails and letters to/from your landlord or property manager. It's important to maintain an up-to-date file of your tenant records, including cancelled cheques and receipts.

If you are still being treated fairly as a tenant, you can **start a Tenants' Association** with your neighbours. More information is available on Page 12.

Another option is **mediation**. This is a process where a professional problem-solver sits down with you and the landlord, listens to both sides of the story, and tries to work out a written agreement that both sides must observe. The Landlord and Tenant Board provides mediation services in certain cases. Usually, mediation is available prior to a hearing to discuss an application before the Board issues an Order. Contact the Board to see if you can access their mediation service at **416-645-8080** or **www.ltb.gov.on.ca**.

Tenants may also find it helpful to go to a **Community Legal Clinic**. These clinics are funded by Legal Aid Ontario. Each clinic serves a different neighbourhood and is geared to helping low-income tenants. Call the Federation of Metro Tenants' Associations at **416-921-9494** or go to **www.legalaid.on.ca**.

# Questions and Answers

## **My landlord wants me to move out so they can turn my building into an office. Is that legal?**

Yes, but the landlord must give you at least 120 days written notice. Also, if the building has five or more units, the landlord must also offer you either three months rent or another apartment somewhere else comparable to the one in which you currently live.

## **My building is being converted into a condominium. Is that legal?**

Under a 2007 City of Toronto bylaw, if your building has at least six units, the property owner must get the City's permission to convert a rental building into condominiums, or otherwise renovate or demolish the building. Tenants must be invited to a community meeting to review the plans and be given an opportunity to speak about how it will affect them, with the local Community Council present at the meeting.

If your unit is converted into a condo, you cannot be evicted. You have the right to be the first person in line to buy the unit before it is made available to others.

If the unit is being demolished, the Chief Planner of the City may order the rental units be replaced and the property owner provide assistance to tenants to relocate. This is more likely to occur if tenants band together and demand this, and make their local City Councillor aware of their demands.

## **My landlord said there are no pets allowed in my building, and that I will have to move out or get rid of my pet. Is that legal?**

No. Even if your lease states there are no pets allowed, it cannot be enforced under the Residential Tenancies Act. However, if your pet is considered dangerous, causes allergic reactions, or is overly noisy, the landlord can ask the Landlord and Tenant Board to issue an Order to remove the pet.



## **Is my landlord allowed to charge visitors for parking on the building property?**

Recent changes to the zoning by-law make it illegal to install pay-parking meters. However, if the landlord rents the lot to a third-party, the company managing the lot would be able to charge visitors to pay for parking on the building property.

## **Is my landlord allowed to charge me a fee for breaking my lease?**

No. Landlords can refuse to allow you to break a lease, but they cannot charge a fee for breaking the lease. If you are moving out after your lease has expired, and you are on a month-to-month lease, the landlord cannot charge you a fee for moving out. Keep in mind the tenant is responsible for giving 60 days written notice before moving out under a month-to-month lease.

## **My landlord wants me to sign another one-year lease after the current one expires. Is that legal?**

No. You are automatically entitled to remain as a tenant on a month-to-month lease according to the arrangements made in the original lease without signing a new one.

## **I'm moving into a new apartment. Can the landlord charge me more than the previous tenant?**

When you first move into an apartment or rental home, your landlord is allowed to charge more. After your new rent is set, the law sets limits for future rent increases.

## **I've been living in my apartment for six months. When can the landlord increase my rent?**

Once you are in your apartment, your landlord can increase the rent once every 12 months. Your landlord must give you written notice at least 90 days before your rent goes up.

## **My apartment is too cold and I don't control the heat. What can I do to get them to turn up the heat?**

According to City of Toronto bylaws, landlords must maintain a minimum temperature of 21C in all apartments from September 15 to June 1. If your suite is colder during this time, and your landlord does not turn up the heat at your request, please call the City at 416-392-7539 to report a bylaw violation.

### **Can I get a rent reduction if my landlord does not make necessary repairs to my building?**

Yes, but you have to apply to the Landlord and Tenant Board for them to issue an Order reducing your rent on these grounds. Ensure that you've attempted to have the landlord make these repairs prior to contacting the Landlord and Tenant Board. It is also recommended that you document all of your attempts in writing.

### **I'm a current tenant, and my landlord wants to install a suite meter and start charging me separately for hydro. Is that legal?**

You must give written permission for the landlord to do this, and the landlord must lower your rent. You have the right to say no.

### **After installing a suite meter, my landlord agreed to purchase the electricity from a third-party distributor, not Toronto Hydro. Is that legal?**

No. Your landlord must get your written consent if they want to enter into a contract with a utility supplier. If you are paying separately for the utility, you can buy it from whomever you want.

### **A property manager said they couldn't rent an apartment to me because I'm a single parent. Is that legal?**

No, it is illegal. Under the Ontario Human Rights Code, people cannot be denied rental housing based on race, religion, gender, gender identity, sexual orientation, disability, age, marital status, or if they are a single parent (among other factors). You have the right to file a complaint with the Ontario Human Rights Commission. They will investigate, collect evidence, and hold a hearing to determine if a violation has occurred and if you are entitled to damages.

# Important Contact Information

## **Michael Coteau, Member of Provincial Parliament (Don Valley East)**

Constituency Office  
2062 Sheppard Avenue East  
North York, Ontario M2J 5B3  
416-494-6856  
[www.michaelcoteau.onmpp.ca](http://www.michaelcoteau.onmpp.ca)  
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## **Joe Daniel, Member of Federal Parliament (Don Valley East)**

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[councillor\\_carroll@toronto.ca](mailto:councillor_carroll@toronto.ca)

## **Councillor Denzil Minnan-Wong (Ward 34)**

100 Queen Street West, Suite C55  
Toronto, ON M5H 2N2  
416-397-9256





**Landlord and Tenant Board of Ontario (Sheppard location)**

47 Sheppard Avenue East, Suite 700  
Toronto, Ontario M2N 5X5  
416-645-8080  
[www.ltb.gov.on.ca](http://www.ltb.gov.on.ca)

**Landlord and Tenant Board of Ontario (St. Clair location)**

79 St. Clair Avenue East, Suite 212  
Toronto, Ontario M4T 1M6  
416-645-8080  
[www.ltb.gov.on.ca](http://www.ltb.gov.on.ca)

**Federation of Metro Toronto Tenants' Associations**

Tenant Hotline—416-921-9494  
Outreach and Organizing—416-413-9442  
General Inquiries—416-646-1772  
[www.torontotenants.org](http://www.torontotenants.org)

**Legal Aid Ontario**

416-979-1446  
[www.legalaid.on.ca](http://www.legalaid.on.ca)  
[info@lao.on.ca](mailto:info@lao.on.ca)

**Ministry of Municipal Affairs and Housing—  
Investigations and Enforcement Unit**

416-585-7214  
[www.mah.gov.on.ca/Page142.aspx](http://www.mah.gov.on.ca/Page142.aspx)

**City of Toronto—General Inquiries Line**

Dial 3-1-1

**City of Toronto—Licensing and Standards Branch**

Toronto—416-392-6940  
[www.toronto.ca/licensing/index.htm](http://www.toronto.ca/licensing/index.htm)

**City of Toronto—Multi-residential Apartment Building  
Audit and Enforcement Program**

buildingauditteam@toronto.ca  
www.toronto.ca/licensing/mrab.htm

**City of Toronto—Pest Control**

416-395-7011

**Bedbug Information**

www.bedbugsinfo.ca

**Centre for Equality Rights in Accommodation**

1-800-263-1139 ext. 22  
www.equalityrights.org/cera  
intake@equalityrights.org

**Co-operative Housing Federation of Toronto**

416-465-8688  
www.coophousing.com  
info@coophousing.com

**Housing Connections—for people looking for affordable housing**

416-981-6111  
www.housingconnections.ca  
ask@housingconnections.ca

**Ontario Tenants Rights**

www.ontariotenants.ca

**The Rupert Coalition—Support for rooming house tenants**

www.web.net/rupert

**Toronto Community Housing (TCHC)**

416-981-5500  
www.torontohousing.ca  
help@torontohousing.ca

**Winter Warmth Fund/Rent Bank Program**

416-924-2543

**Law Society of Upper Canada**

To find a lawyer or paralegal: 416-947-3330

Client Service Centre: 416-947-3315

**Toronto Police Services (Non-Emergency)**

416-808-2222

13 Division—416-808-1300

53 Division—416-808-5300

**Enbridge Gas Emergency**

416-447-4911

**Toronto Hydro Emergency**

416-222-3300

**Water Department**

416-338-8888

**Advocacy Centre for Tenants Ontario**

[www.acto.ca](http://www.acto.ca)

416-597-5855 or

Toll Free: 1-866-245-4182

**Link to the Residential Tenancies Act:**

[www.e-laws.gov.on.ca/html/statutes/english/elaws\\_statutes\\_06r17\\_e.htm](http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_06r17_e.htm)

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