

Tenant Applications

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What is a tenant application?

Tenant Applications are a request tenants or former tenants can file with the Landlord Tenant Board when they are having a dispute with their landlord(s), or when they feel the landlord has done something wrong or violated the rules and/or obligations under the *Residential Tenancies Act*. Tenants who file Tenant Applications are often seeking some form of monetary compensation, an end to a behaviour, or an order issuing the landlord to fix something.

How will the landlord find out that a tenant has filed an application?

Unlike Landlord Applications, where a Notice must first be served to the tenant, tenants are not required to provide their landlord with notice before they file an application. Once the tenant files an application, the Landlord Tenant Board will notify the landlord and tenant by email or mail with a Notice of Hearing, which will provide the date, time and Zoom link of the hearing. This email will also contain a file number, a link to the Landlord Tenant Board's portal (Tribunals Ontario Portal) and a PIN. Landlords can create an account and log on to the portal to review the application. If the tenant does not have the landlord's email address or did not include it on the application, the LTB will only send the Notice of Hearing package to the landlord by regular mail.

What are the different types of tenant applications?

There are seven different tenant applications. Similar to Landlord Applications, each has its own number and purpose. These applications are:

- T1: Tenant Application for a Rebate
- T2: Application about Tenant Rights
- T3: Tenant Application for a Rent Reduction
- T4: Tenant Application – Landlord did not Comply with an Agreement to Increase Rent Above the Guideline
- T5: Tenant Application – Landlord Gave a Notice of Termination in Bad Faith
- T6: Tenant Application about Maintenance
- T7: Tenant Application about Suite Meters

The most common applications filed by tenants are the T1: Tenant Application for a Rebate, the T2: Application about Tenant Rights, the T5: Tenant Application – Landlord Gave a Notice of Termination in Bad Faith and the T6: Tenant Application about Maintenance.

What are the different reasons for a Tenant Application?

Each tenant application has prescribed reasons for the application. It is important for landlords to review the application to determine which reason(s) the tenant has selected, this will

become the allegation the landlord will have to defend. The following are examples of reasons for a tenant application where the tenant believes their landlord:

- charged them illegal rent or an illegal deposit;
- illegally entered their unit;
- illegally changed the locks or the locking system to their unit;
- substantially interfered with their reasonable enjoyment of the rental unit;
- harassed, coerced, obstructed, threatened or interfered with me;
- withheld or interfered with vital services (heat, fuel, electricity, gas, and/or water);
- has not repaired or maintained the rental unit or has not complied with health, safety, housing or maintenance standards; and,
- served them an N12/N13 notice to end their tenancy in bad faith.

What remedies can the Landlord Tenant Board award to tenants?

Each application has prescribed “remedies” or requests that the tenant is seeking. It is important for landlords to review the application to determine which remedies the tenant is seeking. The following will potentially become what the Landlord Tenant Board can grant in an order against the landlord if the tenant is successful with their application:

- Reimbursement for the amount of money a tenant paid because they received an illegal increase.
- Reimbursement for the amount of money a tenant paid that was actually an illegal charge.
- Reimbursement of last month’s rent deposit, if it was not used towards the last month of the tenancy, or if the tenant did not move in.
- Compensation, if the landlord provided the tenant with an N12 or N13 and failed to pay proper compensation.
- Compensation, if the landlord sold the tenant’s property and did not provide them with the proceeds of sale.
- Reimbursement for a portion of the rent they have paid, referred to as a rent abatement.
- Reimbursement for the amount of money a tenant paid to replace or repair their belongings that were destroyed or other out of pocket expenses they incurred because of a maintenance issue.
- Reimbursement for the amount of money a tenant paid replacing or repairing something necessary, or permission to spend the money to do the repairs themselves.
- To receive an order for the landlord to do the repairs, replacement or other work that is necessary.
- To receive an order that allows the tenant to terminate their tenancy early.

- To receive an order for the landlord, the landlord's agent or superintendent to stop specific activities.
- Compensation of the difference in rent between their old rental unit and their new rental unit for one year from the date they moved out.
- Compensation for the cost of moving expenses.
- To receive an order that the landlord must pay a fine to the Board.
- Other remedies that the Board considers appropriate.

I received a Notice of Hearing, what happens next?

After receiving the Notice of Hearing, it is important for landlords to review it and ensure that they understand the reason the tenant has filed the application, and exactly what remedies the tenant is requesting from the Board. Unlike other legal proceedings, the landlord **is not** required to provide a written Defence. It will be at the hearing that the landlord will have the chance to defend the allegations.

The Application my tenant filed has clerical errors or is incomplete, will it be dismissed?

It depends on the type and severity of the clerical error. If the error is severe enough (i.e. the rental unit is not listed or the application is lacking key details), the landlord should bring this up at the hearing, which may result in the application being dismissed. Most commonly the adjudicator will adjourn (postpone) the hearing to a later date and allow the tenant to amend the application to fix any mistakes. Minor clerical errors, such as misspelled names, may just be corrected on the spot and the landlord should expect the hearing to continue.

How do I prepare for the hearing?

With tenant applications, the onus or burden of proof falls on the tenant. However, the landlord has the ability to defend the allegations. A landlord should carefully review the application for the specific allegations to ensure that they are prepared to adequately defend all of the issues raised. Both parties are required to provide all of their evidence to both the Landlord Tenant Board and the other party no later than **7 days** before the hearing. It is recommended that your evidence is submitted with a Table of Contents and each item is easily identifiable.

What evidence should I provide?

It is important to make sure that any evidence a landlord submits is relevant to the issue at hand. Evidence can be in many different forms, and can include:

- Written correspondence between the landlord and tenant (example: screenshots of text messages, or emails).
- Photographs (example: a time stamped picture of something after it was repaired).
- Verbal Testimony (from the landlord themselves, or a witness).

It is important to consider that general legal rules of evidence apply. For example, if written correspondence was a part of negotiations between the landlord and tenant for the purposes of resolving the dispute – that would be considered privileged and should not be included. Also, do not submit evidence if it was obtained illegally – for example, video footage that was obtained while filming the tenant without their knowledge.

For more information, please see the LTB's Practice Direction on Evidence at:

<https://tribunalsontario.ca/documents/ltb/Practice%20Directions/Practice%20Direction%20on%20Evidence.html>

What happens at the hearing?

LTB hearings are held virtually via Zoom. Multiple hearings are scheduled for the same Zoom meeting, so you will need to be prepared to participate in the hearing for the whole day. Once it is time for your tenant's application to be heard, the tenant will have the chance to produce evidence, provide verbal testimony and rely on witnesses to provide their testimony. After the tenant submits their case, the landlord is given the chance to cross examine the tenant by asking specific questions about the tenant's testimony. Next, the landlord is given the opportunity to produce their evidence, provide their own verbal testimony and witness testimony. The tenant also has the chance to cross examine their landlord and any witnesses the landlord brings into the hearing.

Both parties present their case to the adjudicator, who essentially is the "judge" of the Landlord Tenant Board. Adjudicators are sometime referred to as "Member" or "Chair". At many hearings, adjudicators will also ask both parties questions to ensure they have an understanding of the facts. The adjudicator will be the person who decides the outcome of your case in writing, which is called an "Order."

What happens after the hearing?

In most cases the Adjudicator will "reserve on their decision". This means at the end of the hearing the landlord will not know the outcome and have to wait to receive the Order. The Order will be provided to the landlord the same way they received the Notice of Hearing. The Order will outline the remedies, if any, that are granted to the tenant. If the tenant is successful with their application, the Order could outline how much money is owed to the tenant, and when the landlord has to pay them by or a list of maintenance tasks the landlord is required to fix and how long they will have to fix it, and may include any other remedies awarded to the tenant.

What happens if I do not agree with the Order?

If either party does not agree with the decision put in the Order because it contained an error of fact or error of law, they can apply to the Landlord Tenant Board with a Request to Review an Order within 30 days of the date of the Order. The landlord is not able to review or appeal

the Order just because they disagree with the decision. For more information, please refer to our Request to Review Fact Sheet at <https://landlordselfhelp.com/media/2024-Request-to-Review.pdf>

The **Residential Tenancies Act Fact Sheets** are intended to help landlords learn and understand their rights and responsibilities.

They provide general information not legal advice.