



**50** YEARS  
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**LANDLORD'S  
SELF-HELP CENTRE**

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# **BEGINNING A TENANCY**

**LANDLORD LUNCH & LEARN SERIES**

# LAND ACKNOWLEDGEMENT

At the Landlord's Self-Help Centre, we acknowledge the land we are meeting on is the traditional territory of many nations including the Mississaugas of the Credit, the Anishnabeg, the Chippewa, the Haudenosaunee and the Wendat peoples and is now home to many diverse First Nations, Inuit and Métis peoples. We also acknowledge that Toronto is covered by Treaty 13 with the Mississaugas of the Credit, and the Williams Treaties signed with multiple Mississaugas and Chippewa bands.

As a community legal clinic funded by Legal Aid Ontario with a province-wide mandate, we acknowledge that there are 46 treaties and other agreements that cover the territory now called Ontario, and we make this acknowledgement in support of the necessary work of reconciliation.

The information offered in this presentation is intended as general information, it is not legal advice

# ***RESIDENTIAL TENANCIES ACT***

- Ontario legislation that governs residential tenancies and matters related to renting in Ontario
- Commonly referred to as the “RTA”
- Created in 2006
- Establishes laws for:
  - Landlord / Tenant Obligations
  - Rent Increases
  - Grounds for termination of tenancies
- Exemptions Apply



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# TENANCY AGREEMENTS

- Oral, written or implied.
- Do not expire.
- Cannot contradict the *Residential Tenancies Act*.
- Cannot be unilaterally changed by one party to the agreement.
- Best practise is to have a well drafted written agreement.

# ONTARIO STANDARD FORM OF LEASE

- Created in April 2018.
- Agreements signed on or after March 1, 2021 must use the updated standard lease, dated December, 2020.
- *Section 12 (2) states: A landlord shall give a copy of the agreement, signed by the landlord and the tenant, to the tenant within 21 days after the tenant signs.*
- Lease can be found:
  - <https://forms.mgcs.gov.on.ca/en/dataset/047-2229>
- Guide to Lease and Other Languages can be found:
  - <https://www.ontario.ca/page/guide-ontarios-standard-lease>

# PARTIES TO THE AGREEMENT

- Joint Tenants
- Tenants in Common
- Occupants and Roommates
- Guarantor – should not be listed on the Standard Form of Lease

# RENTAL UNIT

- Landlord should be very specific.
- Is the tenant renting an upper unit? Is it the entire home? Do they have access to the basement? Do they have access to the backyard?

Example: Main Floor – 123 Baker Street, Toronto, ON M5J 2H7

- If renting out rooms, each room should be numbered and clearly labelled.

Example: Room #1, Main Floor, 123 Baker Street, Toronto, ON M5J 2H7



# CONTACT INFORMATION

*Section 12 (1) states: Every written tenancy agreement entered into on or after June 17, 1998 shall set out the legal name and address of the landlord to be used for the purpose of giving notices or other documents under this Act.*

## **Notice if agreement not in writing**

*Section 12 (3) states: If a tenancy agreement entered into on or after June 17, 1998 is not in writing, the landlord shall, within 21 days after the tenancy begins, give to the tenant written notice of the legal name and address of the landlord to be used for giving notices and other documents under this Act.*



# TERM OF TENANCY AGREEMENT

- Valid reason to terminate as defined in the RTA.
- Potential for a long term relationship.
- Fixed term becomes month to month.
- Valid reasons to terminate a tenancy include:
  - Nonpayment of rent
  - Damages
  - Interference with enjoyment
  - Own use (at end of fixed term)
  - Persistently late rent (at end of fixed term)
  - Demolition, Repair\* or Conversion (at end of fixed term)

# SETTING LAWFUL RENT

- When entering into a new lease agreement, landlords are allowed to set the rent price to the amount they wish, or the amount the market can bare, this is referred to as vacancy decontrol.
- Most rental units are subjected to rent control laws, which means landlords can only increase the rent every twelve months by the increase guideline amount set for that year.
- For 2025, the increase guideline amount is 2.5%.
- <https://www.ontario.ca/page/residential-rent-increases>

# RENT

## 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):

<input type="text"/>
<input type="text"/>
<input type="text"/>

<input type="text"/>
<input type="text"/>
<input type="text"/>

**Total Rent (Lawful Rent)**

**Add Service or Utility (+)**

# RENT

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

# RENT

*Section 108 states: Neither a landlord nor a tenancy agreement shall require a tenant or prospective tenant to,*

*(a) provide post-dated cheques or other negotiable instruments for payment of rent; or*

*(b) permit automatic debiting of the tenant's or prospective tenant's account at a financial institution, automatic charging of a credit card or any other form of automatic payment for the payment of rent.*

*Section 109 (1) states: A landlord shall provide free of charge to a tenant or former tenant, on request, a receipt for the payment of any rent, rent deposit, arrears of rent or any other amount paid to the landlord.*

# SERVICE AND UTILITIES

## 6. Services and Utilities

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

- |                            |                              |                             |                                    |                                      |
|----------------------------|------------------------------|-----------------------------|------------------------------------|--------------------------------------|
| Gas                        | <input type="checkbox"/> Yes | <input type="checkbox"/> No |                                    |                                      |
| Air conditioning           | <input type="checkbox"/> Yes | <input type="checkbox"/> No |                                    |                                      |
| Additional storage space   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |                                    |                                      |
| On-Site Laundry            | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> No Charge | <input type="checkbox"/> Pay Per use |
| Guest Parking              | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> No Charge | <input type="checkbox"/> Pay Per use |
| Other <input type="text"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |                                    |                                      |
| Other <input type="text"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |                                    |                                      |
| Other <input type="text"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |                                    |                                      |

**Add Service (+)**

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# A/C LAWS

*Section 36.1\* (1) states: A tenant may install and use a window or portable air conditioner in a rental unit for which the landlord does not supply air conditioning, unless prohibited from doing so by the landlord under subsection (2), and subject to the conditions set out in subsection (3).*

- Conditions:
  - Before installing the air conditioner, the tenant must notify the landlord in writing,
  - The tenant shall ensure that the air conditioner, including its installation and operation, does not damage the rental unit or residential complex; and,
  - That the air conditioner must be installed safely and securely.

\*awaiting proclamation

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# RENT DISCOUNTS

- *Section 111(2)*
  - Prompt payment
  - Other lawful discounts
- ***LSHC does not advocate for rent discounts***

## 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):

# RENT DEPOSITS

*Section 105 (1) states: The only security deposit that a landlord may collect is a rent deposit collected in accordance with section 106.*

*Section 106 states:*

*(1) A landlord may require a tenant to pay a rent deposit with respect to a tenancy if the landlord does so on or before entering into the tenancy agreement.*

*(2) The amount of a rent deposit shall not be more than the lesser of the amount of rent for one rent period and the amount of rent for one month.*

# LMR INTEREST

*Section 106 (6) states: A landlord of a rental unit shall pay interest to the tenant annually on the amount of the rent deposit at a rate equal to the guideline determined under section 120 that is in effect at the time payment becomes due.*

- Guideline for 2025 is 2.5%.
- <https://www.ontario.ca/page/residential-rent-increases>
- Interest can be applied as rent top up when there has been an increase in rent.

# KEY DEPOSITS

- Must be refundable upon return of the keys at the end of a tenancy.
- A landlord is not able to keep the key deposit to cover any other expenses such as unpaid rent, utilities or damages.
- Cannot be more than the actual replacement cost of the keys.
  - Example: It would cost \$30.00 to get a new replacement set of keys made. Your key deposit must be no greater than \$30.00.

# SMOKING

- Under provincial law, smoking is not allowed in any indoor common areas of the building.
- Should add any additional smoking rules to the Standard Form of Lease.
- If you do not want smoking in the rental unit, this should be clearly outlined in section 10 of the Standard Form of Lease.
- Must keep the *Ontario Human Rights Code* in mind when drafting smoking rules.

# INSURANCE

- If you wish to require the tenant to maintain liability insurance, section 11 of the Standard Form of Lease should be selected.
- A tenant can opt-in for additional contents insurance if they would like.

11. Tenant's Insurance
Select one:
<input type="checkbox"/> There are no tenant insurance requirements.
or
<input type="checkbox"/> 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.

# ADDITIONAL LEASE CLAUSES

- Separate document, signed by all parties.
- *LSHC Standard Form of Lease 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.



# ADDITIONAL LEASE CLAUSES

- Utilities
- Common Areas
- Photographs
- Yard Maintenance
- Snow Removal
- Parking Rules
- Alterations / Painting
- Responsibility to Report Damage and Maintenance Issues in writing

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# UNENFORCEABLE LEASE CLAUSES

*Section 3 (1) states: Except Part V.1, applies with respect to rental units in residential complexes, despite any other Act and despite any agreement or waiver to the contrary.*

- Common unenforceable clauses:
  - No pets
  - No guests, roommates or subletting
  - Late fees or other deposits
  - Tenant to pay for repairs

# INSPECTION REPORT

- <https://landlordselfhelp.com/members-lounge/>

RENTAL UNIT INSPECTION REPORT			
Item	Move-in Condition	Move-out Condition	Comments/Action
<b>Living Room</b>			
Walls			
Flooring/Carpet/Tile			
Ceiling			
Windows			

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# INSPECTION REPORT

- <https://landlordselfhelp.com/members-lounge/>

Dated: \_\_\_\_\_

Tenant: \_\_\_\_\_

Landlord: \_\_\_\_\_

Tenant: \_\_\_\_\_

# BEFORE/AFTER PICTURES

- Best practice is to take and save dated pictures before the tenant moves in to reflect the state of the rental unit. Should take detailed pictures in all of the rooms within the rental unit.
- Upon move out a landlord should take and save dated after pictures that show the state of the rental unit when the tenant moved out.
- This helps with damage claims for negligent or wilful damage before the Landlord and Tenant Board.

# LANDLORD OBLIGATIONS: MAINTENANCE

- Section 20 – 32 of *The Residential Tenancies Act*, 2006.
- The landlord is responsible for ensuring the rental unit complies with health, safety, housing and maintenance standards which have been established to ensure rental units meet minimum standards.
- If a tenant accepts a rental unit that is below standard, the landlord is responsible for making repairs to bring it up to standard. The landlord continues to be responsible for the compliance with health, safety, housing and maintenance standards after the tenant moves in.

# LANDLORD OBLIGATIONS: VITAL SERVICE

## Landlord's responsibility re services

*Section 21 (1) A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed, withhold the reasonable supply of any vital service, care service or food that it is the landlord's obligation to supply under the tenancy agreement or deliberately interfere with the reasonable supply of any vital service, care service or food.*

## Non-payment

*(2) For the purposes of subsection (1), a landlord shall be deemed to have withheld the reasonable supply of a vital service, care service or food if the landlord is obligated to pay another person for the vital service, care service or food, the landlord fails to pay the required amount and, as a result of the non-payment, the other person withholds the reasonable supply of the vital service, care service or food.*

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# LANDLORD OBLIGATIONS: REASONABLE ENJOYMENT

## **Landlord not to interfere with reasonable enjoyment**

*Section 22 states: A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.*

## **Landlord not to harass, etc.**

*Section 23 states: A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.*

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# LANDLORD OBLIGATIONS: CHANGING LOCKS

## Changing locks

*Section 24 states: A landlord shall not alter the locking system on a door giving entry to a rental unit or residential complex or cause the locking system to be altered during the tenant's occupancy of the rental unit without giving the tenant replacement keys.*

# LANDLORD OBLIGATIONS: PRIVACY

## Privacy

*Section 25 states: A landlord may enter a rental unit only in accordance with section 26 or 27.*

- For more information and tips on privacy for the rental housing sector, visit [https://www.priv.gc.ca/en/privacy-topics/landlords-and-tenants/02\\_05\\_d\\_66\\_tips/](https://www.priv.gc.ca/en/privacy-topics/landlords-and-tenants/02_05_d_66_tips/)

# LANDLORD OBLIGATIONS: ENTRY

## **Entry without notice, emergency, consent**

*Section 26 (1) A landlord may enter a rental unit at any time without written notice,*

*(a) in cases of emergency; or*

*(b) if the tenant consents to the entry at the time of entry.*

# LANDLORD OBLIGATIONS: ENTRY

## Entry with notice

*Section 27 (1) A landlord may enter a rental unit in accordance with written notice given to the tenant at least 24 hours before the time of entry under the following circumstances:*

- 1. To carry out a repair or replacement or do work in the rental unit.*
- 2. To allow a potential mortgagee or insurer of the residential complex to view the rental unit.*
- 3. To allow a person who holds a certificate of authorization within the meaning of the Professional Engineers Act or a certificate of practice within the meaning of the Architects Act or another qualified person to make a physical inspection of the rental unit to satisfy a requirement imposed under subsection 9 (4) of the Condominium Act, 1998.*
- 4. To carry out an inspection of the rental unit, if,*
  - i. the inspection is for the purpose of determining whether or not the rental unit is in a good state of repair and fit for habitation and complies with health, safety, housing and maintenance standards, consistent with the landlord's obligations under subsection 20 (1) or section 161, and*
  - ii. it is reasonable to carry out the inspection.*
- 5. For any other reasonable reason for entry specified in the tenancy agreement*

# HUMAN RIGHTS IN HOUSING

- The *Ontario Human Rights Code* also impacts landlord and tenant relationships as it establishes the following: Every person has the right to equal treatment with respect to the occupancy of accommodation without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, disability or the receipt of public assistance.
- For more information, you can visit our website at <https://landlordselfhelp.com/human-rights-in-rental-housing/>

# HUMAN RIGHTS IN HOUSING

- Accommodation Requests up to the point of undue hardship.
- The landlord needs to show that they have tried to accommodate the need of the individual: The Tribunal will not consider a requirement “reasonable and bona fide ” in the circumstances unless the needs of the group of which a person is a member cannot be accommodated without undue hardship... considering the cost, outside sources of funding, if any, and health and safety requirements (Section 11(2)).



# HUMAN RIGHTS IN HOUSING

## Undue Hardship:

- Costs must be so substantial that they would alter the essential nature of the enterprise, or so significant they would substantially affect its viability.
- Landlord must consider outside sources of funding, government grants, phasing in the changes, using funds from other parts of the organization etc.
- Landlord must consider health and safety risks to staff as well.
- Landlord may have to hire qualified experts and consultants. Speculation is not persuasive evidence of undue hardship; must provide evidence such as financial statements, expert reports, etc.

# RESOURCES

## Landlord's Self-Help Centre

- Website: [www.landlordselfhelp.com](http://www.landlordselfhelp.com)
  - RTA Fact Sheet: Residential Tenancy Agreement, Rent Rules
  - Sound Advice Podcast/Landlord Learning Module: Lawful Rent
  - Landlord Learning Videos
- Facebook: <https://www.facebook.com/landlordselfhelp>
- YouTube: <https://www.youtube.com/@landlordself-helpcentre7429>
- Instagram: @landlordselfhelp  
<https://www.instagram.com/landlordselfhelp/>

# **UPCOMING LANDLORD LUNCH & LEARN SERIES**

**OCTOBER 22<sup>ND</sup>, 2025 @ 1:00 PM**

**UNDERSTANDING THE N5**

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# QUESTION AND ANSWER PERIOD

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<https://www.surveymonkey.com/r/PP776ZR>

**THANK YOU FOR  
WATCHING!**

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