



A Landlord's Self-Help Centre Publication

## Toronto Garden Suites

The housing crisis in Toronto has grown due to the high demand and low availability of housing. In an effort to combat this crisis, the City of Toronto launched *Garden + Suites*, a project that arose from *the Expanding Housing Options in Neighbourhoods* initiative. Through the amendments made in the *Official Plans* and the *Zoning By-Law*, they plan on increasing the availability of housing by allowing garden suites in residential zones in Toronto.

“Garden Suites Bylaw is in full force after the Ontario Land Tribunal dismissed an appeal.” (@CityofToronto - Tweet from John Tory – Mayor of Toronto, July 6, 2022).

Learn more about the appeal and decision here

<https://www.cbc.ca/news/canada/toronto/backyard-garden-suites-are-now-allowed-in-toronto-1.6513226>.

**What is a Garden Suite?** Garden suites are also referred to as laneway suites, backyard accessory dwelling units, or detached accessory residential units. They are detached structures that are located within an existing residential property. As they are self-contained living accommodations, they will have a kitchen, bathroom, bedroom and/or living space, and a separate entrance. Garden suites are practical for multigenerational families to live in close proximity while maintaining privacy or as an additional source of income for property owners to operate a business as residential landlords.

**Requirement for Application** Before owning a garden suite on your property, you must obtain a building permit for a *New Laneway Suite* for the City of Toronto. This application can be made via mail or email by submitting the *Application for a Permit to Construct or Demolish* and the site plan. The site plan must be fully dimensional, drawn to scale, signed, dated and comply with the *Ontario Building Code* regulations and the *Zoning By-law*.



Photo credit: [Landscape.ca](http://Landscape.ca)

The site plan will show the lot area, property lines, right-of-way or easements, the location of existing buildings (such as the main residential building or sheds), and any parking areas. The site plan will include the following:

- **Lot Grading Plan:** compliant to the *Lot Grading Criteria for Infill Housing*;
- **Floor Plan:** including the location of smoke alarms, carbon monoxide detectors, and plumbing fixtures;
- **Roof Plans:** including any engineered roof trusses, floor systems, skylights, and ventilation systems;
- **Elevations:** including the exterior finishes such as roof slopes, decks, stairs, handrails, any unprotected openings, and the overall height dimensions;
- **Sections:** cross section drawings showing specifications of all the floor, wall, and roof assemblies, detailing the stairs and hand railings; and
- **Construction details and notes:** including any building materials and connection details.

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### Disclaimer

The material contained in this publication is intended for information purposes only, it is not legal advice.

Legal Aid Ontario provides core funding to Landlord's Self-Help Centre.



The views expressed here are those of the clinic and do not necessarily reflect those of Legal Aid Ontario.

## Toronto Garden Suites (continued)

If the design is prepared by a qualified designer, the site plan must include the designer's name, registration number, qualification identification number, signature, and a stamp or statement that the designer has reviewed and taken responsibility for the design. A *Schedule 1: Designer Information* must be submitted with your application.

For more information on the required forms and fees for the application, please visit:

<https://www.toronto.ca/services-payments/building-construction/apply-for-a-building-permit/building-permit-application-guides/renovation-and-new-house-guides/new-laneway-suite/>

**Key Considerations** - Some things to consider when planning for the garden suite:

- 1. Lot size:** Although there is no minimum lot size, you must ensure that the lot is large enough to accommodate for the garden suite. Three factors to consider when planning out the lot size are whether the garden suite exceeds the size of the main residential building, adequate emergency access, and mature trees in the area.
- 2. Ontario Building Code and Emergency Access:** You must ensure that your garden suite complies with the *Ontario Building Code* regulations and the *Zoning By-law*. In case of emergency, the *Ontario Building Code* regulations require:
  - A maximum 45-metre travel distance measured from a public street to the entrance of the garden suite;
  - A minimum width of 1.0 metre and 2.1 metre vertical clearance from the fronting public street; and
  - The 1.0 metre minimum width vertical clearance must be unobstructed with the exception of hydro and gas meters.
- 3. Preservation of the City's Natural Environment:** The plan for your garden suite should not result in the damage or removal of any healthy, by-law protected trees. If the planning of your garden suite may result in the damage or removal of any private or city trees, you must submit a *Tree Declaration Form* with your application along with a *Tree Removal Permit* to *Urban Forestry*. Please keep in mind, the *Tree Removal Permit* may be refused.

It is strongly advised to contact the *City Planning* and *Urban Forestry* staff to discuss how to design your garden suite while protecting the trees.

For more information on the spatial requirements, check out: <https://www.toronto.ca/wp-content/uploads/2022/02/9320-cityplanning-garden-suites-summary-of-rules-Feb2022.pdf>

**Garden Suite Programs** - Planning and developing a garden suite can be quite costly. To help with these expenses, the City has launched two programs to provide financial assistance and encourage eligible property owners to take part in the *Expanding Housing Options in Neighborhoods* initiative. The Development Charges (DC) Deferral Program for Ancillary Secondary Dwelling Units allows the deferral of the development charges for your garden suite. These charges are fees collected from developers to pay for the cost of infrastructure requirements. The Affordable Laneway and Garden Suite Program provides forgivable loans of up to \$50,000 for eligible home owners. This means that the loans for the garden suite can be partially or completely forgiven if the rent for the garden suite does not exceed the City of Toronto Average Market Rate for the first 15 years from the date the first tenant occupies the suite. After the 15 years, the loan will be forgiven. For more information regarding the Laneway Suites Programs, please visit: <https://www.toronto.ca/community-people/community-partners/affordable-housing-partners/laneway-suites-program/>

## Toronto Garden Suites FAQ (continued)

1. **Can the Garden Suite be used for short term rental?**
  - Yes.
2. **Can I have a basement in my garden suite?**
  - Yes.
3. **Can the landlord live in the Garden suite?**
  - Yes. Landlords may choose to live in the Garden suite and rent out the main residential building.
4. **What is the maximum footprint of my garden suite?**
  - The maximum footprint is the smaller of 40% of the rear yard area or 60 Square meters.
5. **What is the maximum height for my garden suite?**
  - The maximum height will depend on the separation distance from the main residential building. If the separation distance is a minimum of 5.0 metres, the garden suite cannot exceed 4.0 metres in height. If the separation distance is a minimum of 7.5 metres, the garden suite cannot exceed 6.0 metres in height.
6. **What is the maximum number of units in a garden suite?**
  - There is no limit on the amount of units allowed in a garden suite. However, each garden suite MUST have its own kitchen and washroom.

For more information, check out: <https://www.toronto.ca/wp-content/uploads/2022/02/9320-cityplanning-garden-suites-summary-of-rules-Feb2022.pdf>

*Contributed by Amanda Liu.  
Amanda is a paralegal student participating in  
LSHC's Paralegal Student Placement Program*

### 2023 Rent Increase Guideline

The Ontario government has determined that the 2023 Rent Increase Guideline is 2.5%. This percentage is the maximum that the government can determine as per section 120 (2) of the *Residential Tenancies Act*. Starting January 1<sup>st</sup>, 2023, residential landlords can increase their lawful rent by 2.5% after providing proper legal notice of rent increase. For more information on the Rent increase Guideline please visit- <https://www.ontario.ca/page/residential-rent-increases>.

**Notice of Rent Increase form** As per section 116 of the RTA, proper legal notice means that residential landlords must use the form approved by the Landlord and Tenant Board, which may be either the N1 or N2 (exempt units) notice. This 90 days' written notice must be given to the tenant before the intended effective date.

Remember: Residential landlords can only increase the rent once every 12 months.

Example: If a landlord is serving a notice of rent increase (N1 or N2) to be effective on April 1, 2023, the landlord must give it to the tenant prior to January 1<sup>st</sup>, 2023. Landlords must also consider the method of service that will be used in order to give the notice to the tenant because this may increase the 90 days' notice period required.

To find the N1 and N2 notices, visit <https://tribunalsontario.ca/lrb/forms/>  
For more information about which form you should give to your tenant, contact a legal service provider.

# How to Make an Accommodation Request

## **What is an accommodation?**

An accommodation is an arrangement that can be made by the tribunals' offices for persons with certain needs to help access and participate in proceedings effectively regardless of abilities.

The *Canadian Human Rights Code* requires tribunals to provide accommodations to all participating persons in a proceeding i.e. landlords, tenants, representatives, witnesses and others. For example, where there are issues of visual impairment, tribunals can and must accommodate by providing forms in accessible versions such as large print and brail.

As of June 2022, Tribunals Ontario holds in-person proceedings **only** for approved requests where an accommodation is required.

## **What is the process for requesting an accommodation?**

To start, fill out the [Accommodation Request Form](#). You must give the tribunal as much detail as possible about why you are making the request to enable them to make their decision.

If you need more information about how hearings are conducted or the tribunals' policies on Accessibility and Accommodation, the links below are helpful resources:

- [Tribunals Ontario's Practice Direction on Hearing Formats](#)
- [Tribunals Ontario's Accessibility and Accommodation Policy](#)

Your request for accommodation should be submitted as soon as possible to give the tribunal enough time to respond with a decision, so that your hearing is not delayed unnecessarily.

## **What happens after applying for an accommodation?**

If your request is complete and you have given all the information that the tribunal needs, it will review your request and give its decision.

In reviewing your information, the tribunal will consider several factors and weigh various rights and interests, from the rights of parties to a fair hearing to the public interest of having fast and efficient hearings.

## **How long will it take?**

In most cases the tribunal will make its decision in **2-5 weeks**. However, more time may be required in circumstances where additional information is needed, depending on the file.

Examples of requests the tribunal has previously granted:

## **Deaf or Hard of Hearing**

- Sign language interpreters can be provided (American Sign Language, langue des signes québécoise),
- Deaf-blind intervener,
- Real time captioning (CART), and other services as required.

## **Access Terminals**

Tribunals Ontario provides Access Terminals (telephones and computers) to allow parties to participate in an electronic hearing. There are terminals available in [Toronto](#), [Hamilton](#), [London](#) and [Ottawa](#). If you need help, the tribunal staff can help with basic issues and questions. You are able to bring **up to 2 people** with you for assistance but you must make a request before the hearing.

The following link provides more tips for participating in electronic hearings:  
[Guide to videoconference proceedings](#).

## **Landlord and Tenant Board Phone Pilot**

The LTB is running a pilot program where parties can attend hearings by telephone free of charge. If a person does not have a phone, a basic cell phone will be made available provided their request is approved ([Accommodation Request Form](#)). If a person has limited Talk minutes, a top up voucher will be given with enough minutes so that they can attend their hearing. There is no cost if you are approved for this service.

## **Change to Hearing Format**

Tribunals Ontario is running all hearings in an Online/Electronic format. You may file an application to have the format of your hearing changed. Based on the information provided, the tribunal will decide whether or not to change it. More information is provided at the link below:  
[Request a Change to my Hearing Format](#)

*Contributed by Mehdi Sheybani-Nejad.*

*Mehdi is a paralegal student participating in LSHC's Paralegal Student Placement Program*

## **Welcome Trish Thomas Our new Executive Director!**

We are pleased to announce Trish Thomas has joined LSHC's as our new Executive Director. Trish's background includes management experience in finance and mediation with previous positions in the Community Legal Clinic system and with Legal Aid Ontario. Welcome Trish!



# Self-Help TIPS

***This issue of the Self-Help Tips will focus on how to deal with existing tenants when buying a tenanted property.***

**Buying a tenanted rental property** - When buying a tenanted property, there are many things to consider:

Legal unit: Make sure the unit is legal and complies with provincial and municipal regulations. Purchasing a property with an existing unit doesn't mean it's a legal unit. Some of these regulations include, but are not limited to, the *Fire Code*, the *Building Code Act*, and the *Planning Act*. By following the process defined by the local municipality, landlords can ensure their rental units comply with zoning requirements and meet established health, safety, property and maintenance standards. As a landlord, meeting compliance requirements will provide greater peace of mind, and reduce the risk and potential for liability.

Investment property: When buying a tenanted property and assuming the tenant, everything remains the same. The new landlord cannot require the existing tenant to sign a new lease. The new landlord will simply provide the existing tenant with a letter informing them of the change of landlord along with their contact and mailing information. The rent amount and all other terms and conditions of the existing tenancy remain the same.

Documentation: Before taking over the property and completing the closing paperwork, make sure you are provided with a copy of the tenant's lease agreement. If there is no tenancy agreement in writing, ask the seller to provide you with written documentation outlining the name of the tenant(s), exact address of rental unit, monthly rent, due date for the rent and any specific terms and conditions that come with that tenancy. If you don't collect and verify this information with the seller, you will have to accept what the tenant tells you as true.

Term of Tenancy: As the new landlord, you must honour the term of the lease. If the tenant is on a fixed-term lease, the tenancy cannot be terminated for purchaser's own use until the end of the tenancy. If the tenant is on a month to month tenancy, you may be able to provide the tenant with a termination notice. Read through the tenancy agreement thoroughly, some have clauses that allow for a constant renewal of the lease which means the landlord will never be able to end the tenancy unless the tenant does something wrong, such as rent arrears, damage, etc.

Termination Notice: If the tenant is on a monthly tenancy, or their fixed term tenancy is almost complete,

*LTB Form N12: Notice to End your Tenancy Because the Landlord, a Purchaser or a Family Member Requires the Rental Unit* can be provided to the tenant by the seller **after** the following requirements are met: a purchase and sale agreement is signed and an offer is firm; an eligible individual is looking to move into the property; and the building has 3 or fewer units. If the purchaser is buying the property as an investment, the tenant is allowed to stay.

Affidavit/Declaration & LTB Hearing: If you are purchasing a tenanted property and want to move into the unit, you, or an eligible person wanting to move in, should complete an *Affidavit or Declaration* stating your intentions. This will need to be provided to the LTB along with the application. You, the purchaser (or individual moving in) should also be in attendance at the hearing.

LTB Process: There is a backlog at the Landlord and Tenant Board, and the current wait times for a hearing date can be anywhere from 7 to 8 months, possibly longer. Make sure to plan ahead as much as possible in the event you are unable to move into the unit by the desired date.

Closing date: Since the LTB process can take longer than the 60 days' notice required for termination, purchasers that are buying a tenanted rental property are cautioned about having short closing dates. If you are looking to end up with a vacant unit on closing, and the current tenant may not leave on their own, it's best to arrange as long of a closing as possible, or be prepared to be flexible with changing the closing date if it's necessary.

Pending LTB Application(s): If the seller is already going through the LTB process for termination for another reason such as arrears, unpaid utilities, or damage, it's best to allow those applications to make their way through the entire LTB process. If the property is sold and title changes before the applications are resolved, you as the buyer will no longer be able to pursue termination of the tenancy. Once the buyer takes over as landlord, they will have to wait for their opportunity to serve a notice of termination.

## Tips

- Do your research before signing a purchase and sale agreement for a property. Make sure all units are legal units.
- Make sure to ask the selling landlord for a copy of the tenancy agreement, or something in writing that verifies the terms and conditions of the existing tenancy.
- If you want vacant possession, be prepared to be flexible with your closing date.

# Did You Know?

***Q: I'm renting the basement of my house to a couple and I live upstairs. Lately I've noticed that there are a lot of people coming and going from the tenant's unit especially at night. They are noisy and often get into fights, I'm suspecting that there is drug dealing involved and I fear for my safety. I'm an elderly person and live alone. What can I do in this situation?***

If you suspect that there is drug dealing involved, you should contact the police. If the police lay charges, you would then serve the tenants with the notice of termination Form N6 – Notice to End your Tenancy for Illegal Acts. However, if you cannot prove the illegal activities, you could still issue a notice. In this case, Form N7 could be served based on the disturbances and also for impairment of safety. The notice period of the Form N7 is 10 days' notice. After serving this notice, a copy of the N7 together with an application (Form L2) and a Certificate of Service can be filed immediately to the Landlord and Tenant Board for a hearing to be scheduled.

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***Q: My tenant of two years has been paying the rent by post-dated cheques. The cheques have run out, so I asked for new cheques, but didn't get any reply. Can I assume that no communication and no new cheques imply that the tenant is moving out?***

You should not assume that the tenant is moving out by not giving post-dated cheques. If the tenant plans to move out they have to provide proper notice, which must be on the Form N9 with 60 days' notice must be given.

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***Q: I served my tenant with the Form N4 for three months' rent arrears. Now another month is due, should I serve a new N4 to the tenant every month until the case is heard by the Landlord and Tenant Board?***

No, once you serve the Form N4, you should not serve another N4, even if another month becomes due. The amount of rent owing will be updated when the L1 Application is filed. You will also have to update the amount of rent owing before the date of the hearing. This is done using the L1/L9 Update Form which must be filed 7 days before the hearing.

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***Q: I have a hearing scheduled at the Landlord and Tenant Board and I understand that I can submit evidence to support my case, however I cannot use email, what other options are available to submit my evidence?***

If you cannot use email, the other option is to submit it by

regular mail or courier to the Landlord and Tenant Board regional office in your area. You will find a list of the Regional Offices at <https://tribunalsontario.ca/lrb/contact/> Make sure to send it to the proper address as there are different addresses depending on whether the documents are sent by regular mail or courier.

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***Q: I rent a house to a tenant and one of the terms in the lease is that the tenant is responsible for all repairs. However, they are now telling me that there is a problem with a clogged drain and they want me to repair it. Do I have to do it even though the lease states that they are responsible?***

The landlord is still responsible for maintaining and repairing anything that breaks down or does not work properly, for example, appliances not working or clogged drains. The landlord is also responsible to deal with pest infestations, such as mice, cockroaches and bed bugs. The tenant's responsibility is to keep the unit clean and fix any damages they have caused either wilfully or through neglect. If the landlord fails to maintain the property, the tenant can bring an application to the Landlord and Tenant Board for an order that the landlord maintain the property and they could also ask for an abatement of rent.

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***Q: My tenant keeps losing his keys and I have been giving him replacement keys, but I'm wondering if I can start charging the tenant for the cost?***

A landlord is allowed to charge the tenant for additional or replacement keys but the charge cannot be more than the actual cost of the keys.

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***Q: My tenant has brought in a dog without my permission. My lease stated no "pets allowed," but I understand that tenants are allowed to have pets under the law. However, in order to protect myself from damages caused by pets, I'm wondering if I can charge the tenant a separate fee or ask for a refundable pet deposit?***

The only deposits allowed under the law are the last month's rent deposit and a refundable key deposit, not greater than the direct replacement costs.

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## *Save the date!*

### **2022 AGM and Landlord Learning Forum**

LSHC's 2022 Annual General Meeting and Landlord Learning Forum will be held via Zoom on Thursday, October 27, 2022 at 5:00 pm. Details to follow soon.

### **Landlord Learning Modules**

Landlord's Self-Help Centre has added new modules to the Landlord Learning Module library! These learning modules are step-by-step instructional videos which provide easy to understand instructions for landlords. The Landlord Learning Modules are in a pre-recorded webinar format and provide detailed instruction and visual examples. The following learning modules added to the website include:

- Lawful Rent
- Tenant Screening
- Bad Faith: What happens now?

Visit <https://landlordselfhelp.com/landlordlearning-modules/> for the complete list of modules. Podcast format (audio only) visit, <https://landlordselfhelp.com/sound-advicefor-landlords-podcast/>

### **Seneca Paralegal Field Placement Program**

LSHC was pleased to participate in hosting two students from the Seneca Paralegal Field Placement Program 2022. The students were required complete 120 hours of field placement work within the paralegal scope of practice under the direct or indirect supervision of a licensee in good standing with the Law Society of Ontario.

We were delighted to have Amanda Liu and Medhi Sheybani-Nejad join LSHC for their paralegal field placement. Thank you Amanda and Medhi we enjoyed having you both and we wish you all the best in your future endeavours!

### **DISCLAIMER**

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### **Landlord and Tenant Board Orders**

As of August 22, 2022, Adjudicators at the Landlord and Tenant Board will once again issue various LTB orders by email during the hearing. These orders include:

- interim orders,
- orders for payment plans, and
- orders for withdrawn/discontinued/abandoned applications.

This will only be done if the email address of all parties involved in the application are on file. To add an email address to your file, in advance of your hearing, parties can:

- Call 1-888-332-3234, or
- Email [Ltb@ontario.ca](mailto:Ltb@ontario.ca) with Subject: Adding Email Address for File # \_\_\_\_\_

In cases where the email addresses for all parties are not on file, LTB orders will continue to be sent through the current process, whereby orders will be issued by the Adjudicators after the hearing has concluded.

### **LSHC Service Delivery**

Landlord's Self-Help Centre has resumed the delivery of in-person services. If you plan to visit the office in person, please email us at [info@landlordselfhelp.com](mailto:info@landlordselfhelp.com) to book an appointment, or call us at 416-504-5190 or Toll-Free at 1-800-730-3218. The last appointment each day will be scheduled a half hour before closing (at the latest). If you are visiting the office on a Monday, please call when you are at the 15<sup>th</sup> floor elevator lobby and someone will let you in.

Please note that masks are mandatory on the 15<sup>th</sup> floor of our building. A mask will be provided if you come without one.



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