

Quarterly News

June 2025

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LTB Releases KPI Report

The Landlord and Tenant Board (LTB) released its annual report on Key Performance Indicators (KPIs), which are used to continuously monitor and improve tribunal procedures by tracking performance in a consistent manner. The report covers the period from April 1, 2024, to March 31, 2025; however, it does not include data for the final quarter of the reporting period.

Some highlights include:

- The LTB **held 66,607 hearings** in English, including 66,555 via Zoom, 15 in person, and 37 in writing.
- The LTB **granted 827 eligible accommodation requests**, in whole or in part. These requests are made when a party requires a hearing format other than Zoom (electronic hearing), such as technical accommodations, a written or in-person hearing and/or when a party has a need related to the *Ontario Human Rights Code* that may impact their ability to participate in the tribunal process or hearing.
- The LTB **scheduled a total of 49,924 hearings within their target of 50 calendar days for L1 and L9 applications** and all other applications (except L5 and A4) within 55 calendar days.

Before the COVID-19 pandemic, most Landlord and Tenant Board (LTB) hearings were held in person. Other in-person services included providing paper forms and accepting application packages for filing. During the pandemic, the LTB closed its offices and moved most services online, re-launching and enhancing its e-filing tool as the Tribunals Ontario Portal (TOP) to support this transition.

*However, LSHC recognizes that many small-scale landlords such as seniors, individuals without computer skills, newcomers who may face language barriers, and other vulnerable members of the community, may find it challenging to access online services. Because of this, we believe it is important to hear directly from our clients about their experiences using LTB services and the manner in which they are being provided. Therefore, we invite you to **provide your feedback by completing our survey on how the transition of LTB services to an online platform has affected you.***

To fill out our survey, visit <https://www.surveymonkey.com/r/57RYK89>

To review the complete report, visit <https://tribunalsontario.ca/en/about/key-performance-indicators/lrb-key-performance-indicators/>

Windsor Pauses Residential Rental Licensing

Windsor City Council has decided to pause their Residential Rental Licensing program. It was exclusive to residential buildings with five or less units in Wards 1 and 2, and it began on February 13, 2023 and concluded on February 15, 2025. Windsor City Council decided in late April to pause enforcement and stop accepting new applications. Its purpose was to evaluate whether a residential rental license could improve Windsor's existing rental housing stock and property standards by requiring landlords to register their rental units and undergo inspections aimed at improving housing conditions and fire safety. During the study, 782 Residential Rental Licenses were issued and 660 inspections took place.

The inspections determined that:

- 71 per cent of units failed an initial inspection.
- 7 per cent were able to be fixed that day.
- 10 per cent posed a major safety risk.
- 28 per cent did not have working smoke or carbon monoxide alarms.
- 13 per cent were illegal units that did not have proper permits pulled for construction.
- 3 per cent were unsafe for people to live in

Windsor City Council stated: *"The Residential Rental Licensing (RRL) Pilot Study demonstrated the piloted licensing framework involving proactive inspections does improve the safety and condition of most units inspected. However, the piloted model is not feasible as a city-wide program without significant investment in staff and facilities. Administration recommends the piloted licensing program and framework be put in abeyance so more scalable, cost-effective alternatives can be returned for Council's consideration."*

Sources:

<https://www.cbc.ca/news/canada/windsor/windsor-rental-bylaw-paused-1.7521913>

<https://www.citywindsor.ca/city-hall/licensing-and-registration/residential-rental-licensing-pilot-study>

Toronto Renovation By-Law Update

Toronto City Council adopted a Rental Renovation Licence Bylaw to increase the protection of tenants from the practice of "renovictions". The Bylaw will come into effect on July 31, 2025, and apply only to N13* notices issued on or after July 31, 2025. The City of Toronto's website claims that at first its efforts will be to raise awareness and promote early compliance among landlords. If non-compliance is found, inspectors may issue orders to comply, impose fines or apply other penalties.

Fines may include:

- Up to \$1,000 for failure to submit a licence application within seven days of issuing an N13 notice.
- Up to \$10,000 per day for continuing offences.
- Up to \$100,000 for evicting tenants without completing renovations/ failing to follow the approved plan.
- Special fines for renting at a higher rate without offering the unit back to the tenant

More information for landlords can be found at: <https://www.toronto.ca/services-payments/permits-licences-bylaws/renovictions-bylaw-development/information-for-landlords/>

****The Bylaw only applies to N13 notices given for renovations. The bylaw does not affect N13 Notices given for demolition or conversion.***

Properly Preparing an Eviction Notice (N5, N6, N7)

When preparing eviction notices to serve your tenant, the focus should be on ensuring that they are completed correctly to avoid fatal errors. Any allegations must be written in clear, plain language and include sufficient detail. The leading case regarding sufficient detail is *Ball v. Metro Capital Property* [2002] O.J. No. 5931 from Divisional Court which states: “In reviewing the sufficiency of the details in a Form N5, it is necessary to consider the context of the notice. There are several purposes for requiring the landlord to provide the reasons and details. The tenant needs to know the specific allegations against her in order:

- (i) to be in a position to know the case that must be met;
- (ii) to decide whether to dispute the allegations made against her before the Tribunal; or
- (iii) to consider whether to stop the conduct or activity or correct the omission within seven days and thereby void the notice.”

“A notice by a landlord under section 64 of the Act, in addition to being a formal Notice to Terminate a Tenancy Early, also acts as ‘notice to the tenant to comply’. Accordingly, as the tenant has the option ‘to comply,’ particulars of the allegations are essential to make the notice meaningful.”

“Particulars should include, dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct engaged in by the tenant.”

When preparing notices, you must keep in mind that dates, times, and detailed descriptions of events are required. While *Ball v. Metro* specifically references an N5 with a voidable period, the same principles apply to other notices such as the N6 and N7.

An example of a notice with a lack of particulars includes:

May – September 2024	Tenant was loud and caused disturbances
October – January 2024	Tenant was smoking

An example of a notice with sufficient particulars includes:

May 31, 2024 at 2:30am	Tenant was throwing a party in the rental unit. This caused loud disturbances including playing music and having several guests screaming in the hallway and other common areas of the rental unit.
October 29, 2024 at 3:30pm	The tenant was visibly smoking in the rental unit at approximately 3:30pm on October 29, 2024. The tenant was asked to stop this behaviour as the lease clearly contains a no smoking clause within the rental unit and complex.
October 30, 2024 at 1:00pm	The tenant was spotted smoking in the rental unit again on October 30, 2024, at 1:00pm.

Notices only allow for a limited amount of text or incidents. It is recommended to write on the notice, “See attached Schedule A”. A Schedule A is simply additional pages which can be prepared in a word document and follow the same format found on the notice. When a landlord serves a notice to the tenant and files an application, the onus will be on the landlord to prove on a balance of probabilities that the allegations occurred.

Remember, you are giving your tenant a legal notice, so it is important that you complete it correctly. At LSHC, we strongly advise landlords to have a legal practitioner review their forms if they are unsure whether they have been filled out properly.

Self-Help TIPS

This edition of Self-Help Tips aims to clarify the rules and procedures pertaining to the Landlord and Tenant Board's mediation and dispute resolution process.

S. 194 of the *Residential Tenancies Act* permits the Board to attempt to mediate a settlement of any matter that is the subject of an application or agreed upon by the parties. Both the landlord and the tenant must consent to the mediation. Mediation is available at most LTB hearings, on the day of the hearing or in advance by request through the LTB's Online Dispute Resolution portal options.

Mediation is conducted by a Dispute Resolution Officer (DRO). The DRO explains to the parties the provisions of the RTA, Regulations, Rules and Guidelines, but they cannot give legal advice. They **must** remain impartial, while assisting the parties to come to a settlement. Anything said during mediation or communications made during Online Dispute Resolution will be confidential and cannot be used against any of the parties at a hearing later on if no agreement is reached.

Mediated Agreements - If the parties reach an agreement, the hearing is canceled and the DRO prepares a legally binding mediation agreement; it is not an LTB order. If an agreement cannot be reached, the parties can proceed to the hearing room to have the application adjudicated by a Member.

Consent Orders - Parties may consent that **some or all** of the terms of a settlement agreement may be part of an order. The LTB may issue a consent order, if it is satisfied that the contents of the agreement are in accordance with the RTA.

S. 78 of the RTA- Landlords should ensure that the mediated settlement and consent order include **section 78** of the RTA. If the tenant fails to comply with any of the terms outlined in the agreement, the landlord may use this provision to file an L4 application with the LTB without notice to the tenant for an order terminating a tenancy and evicting the tenant. This is referred to as an ***ex parte order***.

Note: You must submit a L4 application, an affidavit, and a copy of the mediated settlement or order to the Board within 30 days of the tenant's failure to comply with a specific provision of the mediated settlement or order.

Request to Re-open - An application resolved by a mediated agreement can be requested to be re-opened by the LTB if,

- the other party fails to comply with a requirement of the mediated agreement;
- the party requesting it was incapable of entering into the mediated agreement; or
- the other party coerced them or purposefully made false or misleading statements during the mediation that materially affected the agreement.

A request to re-open must be filed with the LTB no later than one year after the mediated agreement was signed. The form **Request to Re-open an Application** is available on the LTB's website.

For information on Mediation, review **Rule 13 - Mediation and Dispute Resolution** at

<https://tribunalsontario.ca/documents/lrb/Rules/LTB%20Rules%20of%20Procedure.html#r7>

TIPS

- Mediation will only result in undue delay, when there is little chance of success. Therefore, you must determine if the tenant will comply with the terms of the mediated settlement or are they just stalling for more time?
- Parties using Tribunals Ontario Portal can use the Online Dispute Resolution (ODR) tool to negotiate, among themselves, a settlement of the issues in dispute. Keep in mind this is not mediation. It involves parties negotiating in a safe space that is observed for misuse and offers bargaining advice. Additionally, it is the location where individuals can ask a DRO for help.
- You must keep a copy of the mediated settlement for your records, the LTB does not keep copies of mediated agreements.

Did You Know?

Q: I have been renting my house to the same tenants since 2016. I have not increased the rent during that time. I have decided to start increasing the rent now, is there any way to recover the increases that I missed, if not, can I give notice to increase the rent now?

If you don't take an increase each year, you will not be able to recover it. In this case, you can only increase the rent by this year's guideline amount of 2.5% by providing the tenants a 90 days' notice on the prescribed form, which is Form N1.

Q: I have been notified by the condo management that my tenants are not following the rules of the condo and are being very disruptive. They have been given a final warning. How do I deal with this situation?

The way to proceed in this situation is to serve your tenants a notice. In this case, you would serve the Form N5 because the tenants are interfering with the landlord's lawful rights. The N5 gives the tenants seven days to correct the situation, otherwise; the landlord can proceed to file an application with the Landlord and Tenant Board for termination of the tenancy.

Q: If the tenant and the landlord agree to terminate the tenancy with 'cash for keys' and signed an N11 Agreement. How would that be enforced if the tenant does not move out?

In this case, the landlord would have to file an application (Form L3) to enforce the agreement to terminate and order the tenant to move out. The Landlord and Tenant Board does not acknowledge 'cash for keys', as it is a private issue between both parties, but can enforce eviction when a tenant agrees to end the tenancy.

Q: If I suspect that my tenant is running an Airbnb, what can I do?

In this case, the first thing to do is to contact your local municipality to determine whether it's legal for your tenant to do this. Running an Airbnb is considered to be a short-term rental and different municipalities have their own bylaws on this issue.

Q: My wife and I are currently renting a room in our residence to an individual. The kitchen is shared between everyone in the house. However, he refuses to use the kitchen because he believes that he would not be protected under the Act, is this something he can do?

A written agreement stating that the tenant will share the kitchen with the property owners may serve as evidence of the exemption. However, in cases where it is unclear, you should submit an A1 application to the Landlord and Tenant Board, which would then decide whether the issue is covered under the Act.

Q: I am a senior and I have a second suite in my home; I have decided to sell the property and notified my tenant of my decision, and that she should move out. She is refusing to leave.

It is not a valid ground for eviction just because a landlord wishes to sell their house. The landlord must enter into a purchaser agreement with a buyer who requires vacant possession. Once there is a purchase agreement, the landlord can serve an N12 Notice for Purchaser's Own Use.

To review more Did You Know questions, visit <https://landlordselfhelp.com/did-you-know/>

LTB Updates

- ✓ As of April 30, 2025 the LTB has reduced its active caseload by 26% compared to the peak in December 2023.
- ✓ Over 32,000 cases have been resolved in 2025 with an average of 9,000 cases closed each month.
- ✓ By March 31, 2025, approximately 58,000 hearings were scheduled for 2025.
- ✓ Urgent matters are now being scheduled within 5 to 6 weeks compared to 8 or more weeks in early 2023.
- ✓ The vast majority of orders (90%) continue to be issued within 30 days of the hearing date, meeting established service timelines.
- As of May 5, 2025, Dispute Resolution Officers (DROs) will handle all consent order requests in blocks where DRO services are available. This will allow Members to concentrate on adjudicating disputed matters and hearing the merits of uncontested applications.
- Effective May 5, 2025, mediation will be offered on select adjourned files to provide parties with an opportunity to work together to resolve their application. Mediation is a voluntary, confidential, faster, and cost-effective process that the Board offers at no cost prior to the hearing. During mediation, a Dispute Resolution Officer (DRO) will assist both parties in finding a mutually acceptable resolution to their issues. If successful, the file will be concluded by way of a Consent Order or Mediated Agreement. If mediation does not result in a resolution, the matter will proceed to a hearing.

LSHC Upcoming Holiday Closures!

Please be advised that our office will be closed on the following dates:

July 1 for Canada Day – As we are closed to the public on Wednesdays, our regular business hours will resume on Thursday, July 3 at 9:00 a.m.

August 4 for the Civic Holiday - Our regular business hours will resume on Tuesday, August 5 at 9:00 a.m.

September 1 for Labour Day - Our regular business hours will resume on Tuesday, September 2 at 9:00 a.m.

Addressing unhealthy conditions in rental housing: the case of mould (Webinar)

LSHC participated in this interactive learning session where practical tips and resources were shared to prevent and address mould and improve conditions in rental housing. This webinar offers information to increase understanding of mould and its health effects, as well as legal considerations, including landlord and tenant rights and responsibilities.

You can watch the replay here:

<https://rentsafe.ca/2025/05/12/webinar-recording-addressing-unhealthy-conditions-in-rental-housing-the-case-of-mould/>

2025 LSHC Landlord Lunch & Learn Series!

We are continuing our series on the following dates:

June 25 - *Beginning a Tenancy*

October 22 - *Understanding the N5 Notice*

You can find on demand our latest webinar on Before You Rent here:

<https://landlordselfhelp.com/lunchandlearn/>

2025 LSHC Quarterly Newsletter Survey

The Landlord's Self-Help Centre produces four issues of the Quarterly Newsletter throughout the year in March, June, September and December. We kindly invite you to fill out our Quarterly Newsletter survey to help us improve the newsletter. Visit

<https://www.surveymonkey.com/r/T6KFNDV> or scan the QR code to complete the survey.



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