



Landlord's Self-Help Centre

A community legal clinic funded by Legal Aid Ontario

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Ministry of Municipal Affairs and Housing
777 Bay Street, 14th Floor
Toronto, Ontario
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Re: Housing Supply Action Plan Consultation

Landlord's Self-Help Centre is pleased to submit our recommendations for the Housing Supply Action Plan which have been developed on behalf of and with input from the small landlord community.

Landlord's Self-Help Centre (LSHC) is a non-profit specialty community legal clinic, funded by Legal Aid Ontario and mandated to provide services to Ontario's small landlord community. LSHC has a long history within the community which includes the delivery of general information, referrals and summary legal advice intended to support and inform small landlords as they identify solutions to manage tenancy related issues and disputes. In addition, LSHC develops educational materials and programs which help small landlords learn and better understand their rights and obligations as housing providers. We also engage in community development initiatives, and participate in law reform activities with the goal of improving the operating environment for small landlords.

The community served by LSHC is the secondary rental market and is comprised of private homeowners and investors who typically rent duplexes, triplexes, converted houses, secondary units, condominiums, and apartments over stores. These small landlords provide an estimated 574,962 rental units and are vital to the rental housing landscape, bridging the gap created by the lack of purpose built affordable rental housing. The rules and regulations that govern large corporate landlords are the same rules and regulations that apply to small landlords, it is the legislation and operating environment itself that has created barriers and inequalities and that is driving small landlords out of the rental business and serving as a disincentive for many thinking of getting into the business.

LSHC utilized a variety of statistical and anecdotal data gathered from the 18,000 small landlords we assist annually. We also received input from more than 600 small landlords using an online survey to inform this submission. Small landlords across the province who rely on rental income to sustain their housing costs are seeking the following changes to the regulatory environment:

MAKING THE CURRENT SYSTEM WORK BETTER

1. Annual Rent Guideline Formula - Ontario's Vacancy De-control system of rent control permits landlords to adjust the rent and amenities to a market rate only when the rental unit turns over and a new tenant moves in, however many landlords have advised that if a tenant lives in a rental unit for several years, that unit falls below the market rent rate. One example shared was that of a tenant occupying a two bedroom apartment for 20 years and paying \$583 per month.

LSHC recommends that the formula used to determine the annual guideline be reviewed to ensure the use of the Ontario Consumer Price Index continues to be the best measure and indicator for housing costs for determining the annual rent increase guideline. Small landlords say the annual rent increase guideline does not provide rent increases which reflect the actual increased operating costs landlords incur as increases to operating costs such as property insurance, water, utilities (gas and electricity), garbage collection; etc., outpace the annual guideline.

2. Annual Rent Guideline Capped at 2.5% - Section 120 (2) 2 of the *Residential Tenancies Act, 2006 (RTA)* caps the annual rent guideline to not more than 2.5%. This means if the prescribed formula is used to calculate the annual guideline and a rent increase of 5% is indicated, the guideline amount would be reduced to 2.5%.

LSHC recommends eliminating the cap on the rent guideline. Small landlords overwhelmingly support the elimination of the cap on the annual rent guideline by a margin of 90% in favour with 2% against. For many, the annual guideline increase is the only tool for rent increases for sitting tenants as the majority of poll respondents, 96%, have never made an application for an Above Guideline Increase.

3. AGI - Extraordinary Operating Costs - On January 1, 2018, amendments to the *Residential Tenancies Act, 2006* pursuant to Bill 124, the *Rental Fairness Act*, came into force and removed the option for landlords to apply to the Landlord and Tenant Board for a rent increase above the guideline because utility costs (e.g. fuel, electricity or water) have increased.

For the small landlord who provides rental accommodation which includes utilities, this is a serious concern. When polled, 96% of small landlord respondents indicated this application should be reinstated. LSHC recommends reinstating utilities under the AGI Application for Extraordinary Operating Costs.

4. Security Deposits - Landlords are permitted to collect a deposit equal to the rent for one rent period, and are required to pay interest annually on the last month's rent deposit at the rate equal to the annual rent increase guideline. This is a rent deposit and is applied to the rent due for the last rent period of the tenancy.

Small landlords want the rules changed to allow for the payment of a refundable security deposit in addition to the last month's rent deposit. Landlords are frequently confronted with

situations where a tenant has given up possession of the rental premises and vacated owing money. The amount owing may be an outstanding rent balance, an amount due for utilities, damage discovered after the tenant has left, etc. The onus is then on the landlord to take further action to recover the monies by filing a claim in Small Claims Court. However, to file a claim, the landlord must have an address where the former tenant can be served, this is often the challenge and the reason why many landlords do not collect.

LSHC received comments from more than 400 respondents who supported the notion of a security deposit. Poll participants qualified their recommendations with comments which included:

- Incentive for tenants to maintain the property
- refundable security deposit
- permitted in other jurisdictions
- Where else do you hand over a valuable property to a stranger with no protection?
- discourage tenants from leaving junk and garbage for landlord to remove when they vacate

Many of the respondents who spoke in favour of security deposits also reflected on past experiences in which a deposit would have been beneficial; some even suggested the dollar amount which should be permitted. Small landlords suggested a variety of security deposits which included: damage deposit; pet deposit; utility deposit; water deposit; key deposit; cleaning deposit; and two month's rent deposit. Many acknowledged that landlords are often left with outstanding balances owing for utilities, damage, cleaning, etc. and the struggle to recoup these unpaid amounts. The opinion that a security deposit regime would incent the tenants to care for and maintain the property, and discourage tenants from leaving unwanted items such as junk, and garbage at the end of the tenancy was commonly shared by survey respondents.

LSHC recommends the government permit landlords to require the payment of refunded security deposits as an incentive for tenants to take better care of the rental unit and facilities and support small landlords to recover costs which otherwise would be unpaid and require a claim to be filed in Small Claims Court.

5. Short Term Rentals - Landlords, large and small, are confronted with a variety of issues related to short term rentals as the popularity of such platforms increase. While recourse does exist for landlords to take action for an unauthorized sublet, and when the tenant collects more rent than they pay the landlord, LSHC recommends that the legislation be amended to clarify how these issues relate to short term rentals and clearly communicate that tenants are prohibited from renting their unit on a short term rental basis unless they receive the express written approval of the landlord to sublet for that purpose.

Further, LSHC recommends the inclusion of a legislative provision which permits small landlords who are operating a secondary suite rental unit in their home the flexibility of renting their unit as short term rental if they so choose.

6. Loosening No-Pet Clause Rules - The RTA currently allows landlords to evict tenants if a pet has caused problems, damage, impaired safety or interfered with the enjoyment of the landlord or other tenants. LSHC recommends revisiting this issue and explore whether to allow landlords to prohibit pets in tenancy agreements in small buildings where the landlord also resides. LSHC previously polled our community on this question and 83.52% agreed landlords living in the same house as their tenants should be allowed to restrict pets.

LSHC also recommends that section 14 of the RTA which provides that “A provision in a tenancy agreement prohibiting the presence of animals in or about the residential complex is void” be amended to permit a valid and enforceable provision respecting pets especially given the restrictions in many of the condominiums with respect to the presence, number and size of pets.

7. Entering the Rental Unit - The rules which govern the entry to a rental unit and the notice advising a tenant of the need to enter the rental unit should be clarified to reflect the practice which has evolved over time and is influenced by Divisional Court decisions. In situations where the landlord must give a 24 hour written notice to enter the premises, the common practice dictates the landlord specify a window of time within a 2-4 hour period. However, it is often difficult to pinpoint the time when a landlord has to enter the unit with a contractor or other tradesperson for the purpose of maintenance and repairs as landlords are typically provided with a broad window of time by service providers i.e. 8am-1pm or 9am-5pm and have no control over when the tradespeople arrive.

Many small landlords have suggested that the window of time needs to be broadened, especially when the entry includes tradespeople as they often do not know how long the service call or repair will take. Many small landlords also indicated that two hour window is too narrow. LSHC recommends that the rules for entry be further clarified in the legislation.

8. Fixed-Term Tenancies - The legislation currently provides tenants with security of tenure which means a tenant who has signed a fixed-term lease for one year has the right to remain in possession of the rental unit after the initial one year period as a statutory tenant under the same terms and condition of the lease until the tenant gives notice to vacate, the parties agree to end the tenancy, or the landlord has grounds to give notice for a reason defined by the legislation.

The security of tenure provision of the legislation is a disincentive for small landlords to rent and has created a barrier to the availability of rental housing in the secondary housing market. Small landlords are leaving rental units which could be occupied for a fixed term vacant because there is no certainty they will successfully recover possession when they wish to re-occupy the unit in the future. Common situations in which a rental unit could be available for a fixed term include: parents renting the a suite occupied by their child who is attending college or university for eight months of the year; and the living accommodation of an individual or family living out of town, out of province or out of the country short-term while working contract. Security of tenure is a disincentive in these situations where accommodation could be available but will not be rented because there is no guarantee of success in recovering possession to re-occupy the premises.

We asked small landlords if they thought a fixed-term tenancy such as a one year lease should end when the tenancy agreement ends, 76% of respondents agreed or strongly agreed. LSHC recommends that a provision be made to permit fixed-term tenancies to end on the termination as a tool for increasing the supply of rental accommodation.

9. Expand Methods of Service to include Email - The RTA was amended to permit the delivery of certain notices electronically, by email. Effective December 15, 2018, the LTB Rules of Procedure have been updated to reflect the amendment. LSHC recommends that service of documents by email be expanded to include notice to terminate a tenancy and notice of hearing email. Serving a notice to terminate a tenancy and notice of hearing by email is the next logical step in the modernization process and could be implemented quickly and seamlessly by utilizing the consent framework defined for email service of other notice and the consent form as described in Rule 3 of the LTB Rules of Procedure.

LSHC further recommends that the ability for tenants to withdraw their consent at any time be removed to ensure that once proper written consent is obtained by the landlord it is irrevocable by the tenant.

10. Damage vs. Damages - Currently, landlords may serve a termination notice to a tenant who has caused property damage to the rental unit or residential complex and if the property damage is not repaired or the cost of repairs paid for, the landlord may proceed to the Board for an order for payment and/or eviction. However, if a tenant's behaviour or conduct results in monetary "damages", the landlord has no recourse. For example, if a tenant maliciously pulls a fire alarm and the fire department attends and determines it is a false alarm, the landlord may be charged hundreds and even thousands of dollars. Likewise, if a tenant disables a smoke detector or CO2 detector or props open a fire door etc., the landlord may be charged under the Provincial Offences Act and fined similar amounts. Again as this is considered "damages", the landlord has no recourse to the Landlord and Tenant Board. LSHC recommends that the Act be amended to allow the landlord to proceed to the Board and obtain an order for repayment of such monetary damages and/or eviction if the landlord has to pay fines as a result of the conduct of the tenant.

11. Landlord's Own Use - The recent amendment of the *Residential Tenancies Act*, s.48.1, pursuant to the *Rental Fairness Act* with respect to the termination of a tenancy on the grounds the landlord requires possession of the rental unit for their own use and occupation and/or that of an immediate family member continues to be broadly disapproved by the small landlord community. When asked if the payment of compensation to the tenant given notice of termination is unfair, 85% of poll respondents either agreed or strongly agreed.

The additional requirement respecting the sale of the property for a period of one year is also regarded as unfair with many landlords citing changing personal circumstances which may result in the need to sell. This in combination with the presumption of bad faith are both onerous and demoralizing for these private housing providers.

LSHC recommends the removal of the payment of compensation requirement and presumption of bad faith and suggests the implementation of an increase in the notice period landlords are required to provide to tenants from 60 to 90 days.

12. Nonpayment of Rent - Nonpayment of rent was the basis for 47,495 L1 applications filed with the LTB province-wide during the 2017-18 fiscal year. Nonpayment of Rent is the problem small landlords most frequently encounter during a tenancy according to in-house statistics respecting service delivery which are maintained by LSHC.

The typical timeline for the termination of a tenancy, where the tenant does not pay the arrears owing within required timelines, is approximately 4-6 months (based on information LSHC staff have gathered from clients who are navigating through this process). Many small landlords, preferring to avoid the termination process, do not begin the termination process by serving the N4 until at least one month has passed without payment, although in many cases it is more likely two or three months of rent arrears have accrued before the landlord seeks assistance having given the tenant ample opportunity to bring the rent into good standing.

LSHC recommends shortening the N4 termination period for monthly or yearly tenancies to 7 days and thereby providing clarity and uniformity to the termination period for all types of tenancies and allowing landlords to file an application at the LTB sooner to reduce delays.

The reduced notice period will have negligible impact given a tenant can pay outstanding rent and have a LTB order set aside up to the point of eviction enforcement.

13. Landlord and Tenant Board - When residential landlord and tenant matters transitioned from the courts to the administrative tribunal model, an important tribunal feature was the capacity for applications to be heard and resolved. Landlords are currently waiting up to six months and longer for applications to be processed at the LTB. The financial hardship small landlords face when navigating a situation of nonpayment of rent is further compounded by the long delays at the LTB.

In LSHC's experience, small landlords avoid bringing applications at the Landlord and Tenant Board if at all possible. We asked small landlords if they had ever filed an application with the LTB and found that only 56% of survey respondents had. For the many landlords who must appear at the LTB, often self-represented, they find the process intimidating and overwhelming and feel disadvantaged by the legal resources provided by the Tenant Duty Counsel Program to their tenant. Small landlords frequently express the opinion that the LTB favours tenants, this comment appeared throughout our polling for this consultation and is voiced by small landlords daily as LSHC provides service. LSHC is concerned that an impartial administrative tribunal such as the Landlord and Tenant Board is broadly viewed as biased. LSHC recommends that the delays at the LTB and public perception of a tenant bias be immediately addressed.

14. Expand Rent Definition - LSHC recommends that the definition of rent be expanded to include utilities for the purpose of permitting outstanding utility costs to be presented with

outstanding rent in applications at the LTB. LSHC further recommends that the jurisdiction of the LTB be clarified, s. 168 (2) of the *Residential Tenancies Act, 2006* to ensure the LTB will accept applications including unpaid utilities and award an order for their recovery. This will change will reflect and a new degree of fairness to the proceedings for landlords and alleviate the need to file an application with the Small Claims Court to recover unpaid utilities. *Lungo v Ehioghae, 2015 CanLII 52578 (ON SCSM)*

15. LTB Delays - While the current lengthy delays at the LTB for hearings is attributed to understaffing issues, the LTB is routinely backlogged with applications. The perpetual backlog seems to be due in part because hearings are scheduled for most of the applications filed. LSHC recommends the LTB implemented a process by which the respondent was required to indicate whether there was a dispute to the application, such as requiring a notice of dispute be filed with the LTB 10 days prior to the hearing, the potential to improve efficiency and reduce LTB delays would be significant.

16. L1 Nonpayment of Rent Applications - LTB hearings for L1 Applications for Nonpayment of Rent allow the tenant to raise any issue as a dispute, this is commonly known as trial by ambush. LSHC recommends that tenants be required to indicate whether the landlord's application would be disputed by filing a notice of dispute prior to the hearing, and providing details respecting the dispute, significant time could be saved. Advance notice of a dispute and the details would allow the landlord to organize the necessary evidence, witnesses and/or supporting documentation for the hearing rather than attending the hearing, learning of the dispute, and having to request the matter be adjourned to another date thereby prolonging the process.

In addition, LSHC recommends that disputes made to LTB applications which are based on nonpayment of rent require the payment of the outstanding rent balance or portion thereof to the LTB as a sign of good faith and paid to the LTB to the credit of the application 5 days prior to the hearing date. Requiring the payment of outstanding rent to the LTB will not only serve as a good faith indicator, it will expose tenants that are inappropriately gaming the system by withholding payments to live rent free for an extended period of time. Monies paid in good faith to the LTB may be ordered paid out to the landlord upon the resolution of the application and applied toward any monies order by the LTB. A change in procedure of this nature would greatly improve the perception of fairness and assist landlords in the recovery of outstanding rent.

Further, if a tenant pays money into the LTB in an attempt to set aside an eviction order and the amount is not adequate to satisfy the order and stay the eviction, LSHC recommends the monies be paid out to the landlord rather than returned to the tenant since the landlord has obtained an order from the LTB awarding these monies. LSHC's poll supported the recommendation that tenants be required to pay the arrears or a portion thereof to the LTB before their dispute could be heard as an indicator of good faith with 93% in support.

17. Eviction by Enforcement Office - When a landlord's application for the termination of a tenancy has progressed through the Landlord and Tenant Board process and the landlord

has obtained an order terminating a tenancy and ordering an eviction, the landlord must then file for eviction with the Enforcement Office also known as the Sheriff's Office. Small landlords unfamiliar with the eviction process are often confused when they realize they are required to begin another process with a branch of the Ministry of the Attorney General for the enforcement of the eviction order which requires filing documents and the payment of additional fees. LSHC polled small landlords and found that only 30% of survey respondents have had the experience of filing with the Enforcement Office to schedule an eviction.

The non-refundable fees paid for the enforcement of an eviction order is typically in the \$315 range and includes a fee for filing, service, execution, and a charge for mileage to attend the rental unit and execute a writ of possession. For some small landlords, the payment of the enforcement fee creates further financial hardship, in some instances small landlords have postponed filing for the eviction until they could cobble together the funds required to pay the fees. It should also be noted that this cost is recoverable from the tenant/former tenant where collection efforts are successful.

LSHC polled small landlords regarding eviction fees, 62% indicated they found the fees to be unreasonable; while 26% had no opinion. Many respondents commented that the cost of eviction in addition to the loss of rent, LTB fees, and a locksmith is excessive particularly if rent has not been paid for several months. Some respondents commented that rural property owners, located a far distance from the enforcement office, pay a significant amount. Several respondents remarked that the fees are reasonable provided an eviction is required however, tenants often vacate prior to the execution date and the fee is non-refundable. Given the low percentage of survey respondents who have experience filing for an eviction, the negative responses to the question was disproportionate and seemed to touch a nerve.

The time required to schedule the enforcement of an eviction order seems to vary from one jurisdiction to another. According to our poll, respondents indicated the time required to enforce an eviction order has taken anywhere from one week to more than five weeks. It should also be noted that scheduling is impacted during the holiday season when evictions are suspended for a period of time, typically the suspension period results in backlogs as long as six weeks.

LSHC recommends that a province-wide service standard be created to define service delivery benchmarks in all jurisdictions, regardless of the size of the jurisdiction or volume of files.

LSHC further recommends the establishment of an alternate authority to be responsible for the delivery of eviction services such as a private bailiff with the goal of improving the timeliness and cost-effectiveness of services. This recommendation was supported by 75% of the small landlord respondents to LSHC's poll.

18. Collecting Monies Owed - Orders issued by the Landlord and Tenant Board often include an award for monies and direction for the tenant to pay the landlord the monies owed. Typically, the monies owed represent the application filing fee, arrears of rent, and/or an

award for damage to the premises and often are not recovered from the tenant. LSHC polled landlords and found that 77% did not receive any of the monies ordered in an order issued by the LTB. Unfortunately, receiving an LTB order for the recovery of money does not ensure the payment of monies owed.

The onus is on the landlord to find a mechanism for collecting the monies awarded. LSHC polled small landlords and found that only 25% of the respondents were successful in recovering some of monies (17%) or all of the monies (8%) awarded by the LTB.

We asked the small landlords which tools were used to recover the monies owed:

- The tenant paid without enforcement (voluntarily) 7.37%
- I used a collection agency 9.41%
- Garnishment - tenant's bank account 1.42%
- Garnishment - tenant's wages 6.52%
- Writ of Seizure and Sale .28%

LSHC recommends increasing legislative supports to provide landlords with the tools to recover monies owed.

19. LTB Applications Post-Tenancy - Tenancies often end with monies owing to the landlord, these amount are often not determined until after the rental unit has been vacated and typically include damage to the rental unit exceeding ordinary wear and tear, post-tenancy cleaning costs, unpaid utilities, and/or outstanding rent. To recover these amounts from the former tenant, the landlord must file a claim in the Small Claims Court and obtain a judgment for the monies owed. To file a claim with the Small Claims Court the landlord must have an address where the former tenant can be served and pay a fee for filing the claim. If successful, a judgment for the amounts owed plus costs will be awarded at the end of the process. The landlord must then figure out how they will collect.

Landlords who are seeking to collect outstanding amounts post tenancy using the Small Claims Court have faced jurisdictional questions with some courts taking the position Small Claims Court is not the appropriate court for such action, leaving the landlord with little to no recourse.

Tenants however, are permitted to make applications to the LTB up to 12 months after the tenancy has ended for any matter, these applications typically relate to unlawful rent increases, disputes over last month's rent or interest, bad faith – landlord's own use, etc. To improve the balance of rights and the overall fairness of the legislation, LSHC recommends landlords be given the same right as tenants to bring an application to the LTB up to 12 months after a tenancy has ended for issues which the landlord would ordinarily have to seek in Small Claims Court. LSHC polled small landlords for their opinion, 96% supported the recommendation that landlords be permitted to file with the LTB within 12 months of a tenancy ending.

20. Unlawful Rent Charges - LSHC recommends that sections 135 and 136 be amended to provide clarity that even a rent increase that is a "nullity" or "void ab initio" is nonetheless subject to the saving provisions of these sections. If a tenant has paid an unlawful amount of

rent for at least one year without bringing an application to the Board to complain, these sections resolved that the rent was then deemed to be lawful.

This was intended to provide some certainty to landlords when determining what the lawful rent is, and to forgive small mistakes made by landlords when increasing rents – i.e. their notice of rent increase was on an old form, or was a few cents off, or was served a few days late, or in situations where, for example, the parties agreed to raise the rent by \$25 as it hadn't been raised in years but no paperwork was done. However, the decision of the Ontario Court of Appeal in *Price v. Turnbull's Grove* [2007] O.J. No. 2177 (C.A.) has rendered those provisions essentially meaningless as that decision, which is, of course, binding on the Board, has been widely followed. It found that the notice of rent increase in that case was a “nullity” and that therefore the saving provisions of the RTA do not apply.

As a result, the Board has tended to find that any rent increase that does not scrupulously comply with the requirements of the RTA is a “nullity” and that therefore the saving provisions do not apply. This is unduly onerous on the small landlord community given the exactitude required to raise the rents lawfully. It unfairly prevents landlords from keeping even guideline increases that the tenants have already paid and makes it impossible to determine the lawful rent on which to base the next valid notice of rent increase without making an application to the Board and risking having your previous rent increases rolled back and a payment or credit given to the tenant.

ENCOURAGING LEGAL SECOND UNITS AND NEW HOUSING SUPPLY

21. Increasing rental housing by creating new secondary units - To address the question of creating new rental housing stock and addressing the existing barriers, we asked small landlords what changes to legislation and/or the operating environment would encourage you to create a secondary unit in your home. Apart from small landlords who outright dismissed the possibility of having a tenant in their home, many property owners indicated interest in creating new secondary rental units if the government increased protections for small landlords.

LSHC recommends such increased protection could be achieved by reforming the legislation and creating policies which establish a fair and balanced operating environment where the rights of landlords are, at the very least, in balance with the rights of tenants, and ensure the landlord has control over their property by:

- streamlining the termination process;
- permitting fixed-term tenancies that actually end at the end of the term;
- reviewing rent control to ensure rent increases reflect housing costs;
- fixing the many issues identified at the Landlord and Tenant Board and Enforcement Office;
- providing the tools for landlords to recover monies owed for unpaid rent, utilities, damage, and damages awarded in LTB orders.

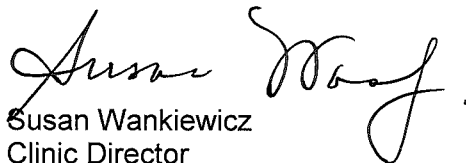
Many of the home owners that responded to our survey and expressed interest in creating a legal second unit, also identified barriers which exist at the municipal level:

- Design issues – allow second entrance at front of property;
- A Kingston owner required 21 permits to add a second unit, each carrying a cost;
- Process for zoning change the same for 260 unit building as a second unit;
- Broader permitting for laneway suites and conversion garages;
- Zoning – separate entrance;
- Exempt property from increased assessment/property tax after owner spends \$20,000 to create a second suite;
- Government rebates to assist with Fire and Building code compliance
- Open the rules – London allows only 1 bdrm units as second units
- Grants for landlords
- Easier building permit process
- Architectural drawings required for plans; owner cannot afford that cost
- Lowering fees for the application process
- Government grant for renovations
- Owner says it cost \$25,000 and took over a year to create a second unit;
- Housing registry adds more costs for owners (Hamilton)
- Parking space requirements need to be amended
- Tax incentives

In closing, the recommendations contained in this submission reflect the interests and concerns of the small landlord community across the province. Through participation in LSHC's online survey, the community voiced their frustration, shared their experiences and offered recommendations on how to address the various legislative and procedural issues which have become barriers to renting and discourage small landlords from providing rental housing and creating new rental opportunities. Landlord's Self-Help Centre and the small landlord community are seeking balanced legislation which establishes a fair and predictable operating environment and supports both landlord and tenants equally.

Thank you for the opportunity to participate in the Housing Supply Action Plan Consultation.

Sincerely,
Landlord's Self-Help Centre


Susan Wankiewicz
Clinic Director