



A Landlord's Self-Help Centre Publication

Ontario issues 3rd Stay-at-Home Order due to COVID-19

The Ontario government declared a provincial emergency under the *Emergency Management and Civil Protection Act* (EMCPA) on April 8, 2021. This is the third order to be issued during the pandemic and comes into force just one month after all health regions had emerged from the last lock down.

Pursuant to Ontario Regulation [266/21](#) made by the Government of Ontario, LTB eviction orders cannot be enforced unless the order specifically asks the Sheriff to expedite the eviction. This suspension was also in force during the previous stay-at-home order. The Landlord and Tenant Board continues to accept and process applications which seek the termination of tenancies and eviction orders and will schedule and hold hearings, issue orders terminating tenancies and grant evictions.

The Sheriff can enforce an LTB eviction order if the order specifically asks the Sheriff to expedite the eviction. Section 84 of the *Residential Tenancies Act, 2006* says that the LTB must ask the Sheriff to expedite the eviction if the tenant is being evicted because they:

- willfully damaged the rental unit;
- used the unit in a way which is inconsistent with residential use and caused, or is likely to cause, significant damage;
- committed an illegal act in the unit involving the production or trafficking of illegal drugs;
- seriously impaired someone's safety;
- substantially interfered with the landlord's reasonable enjoyment - in cases where the landlord and tenant live in the same building and the building has 3 or fewer residential units.

Small landlords continue to struggle under the pressures of the pandemic. One of the many challenges they must navigate is situations involving non-payment of rent, exacerbated by job loss and lay-offs due to COVID-19 that has affected many tenants, as well as landlords. Landlords, please be reminded that s. 83(6) of the *Residential Tenancies Act* provides that the Board shall consider whether the landlord has attempted to negotiate an agreement with the tenant including terms of payment for the tenant's arrears.

The Landlord and Tenant Board has announced hearings are now being scheduled on a regional basis and adjourned matters are being cleared and applications are being scheduled based on the filing date. The LTB aims to have L1/L9 hearings scheduled within six months, while L2 applications are also being brought closer to the 6 month timeline.

Tribunals Ontario is pivoting to improve remote service delivery using a video conference platform that is responsive. While a digital-first strategy has been adopted, it is not digital only. The LTB will make computer and telephone terminals available for booking at the [15 Grosvenor Hearing Centre in Toronto](#) to ensure everyone can access their hearing. The LTB will examine measures to enhance access in other regions. The LTB will also begin piloting the Zoom video conference platform as it searches for a platform that offers increased flexibility and is responsive for all parties.

Ontario Attorney General Doug Downey has announced the Justice Accelerated Strategy, a multi-year plan to enhance access to the justice system by breaking down barriers. The strategy includes a \$28.5 million investment in a new case management and dispute resolution system that will be rolled out in Ontario's tribunals and launched at the Landlord and Tenant Board this summer. The Justice Accelerated Strategy is part of [Ontario Onwards: Ontario's COVID-19 Action Plan for a People-Focused Government](#).

March 2021

Version 2



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Disclaimer

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

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Mediation at the Landlord and Tenant Board

Do you currently have a pending application or applications filed against a tenant at the Landlord and Tenant Board? Are you and the tenant(s) willing to try to reach a resolution before the hearing? Consider mediation.

What is Mediation?

Mediation is a free service offered by the Landlord and Tenant Board. It involves a neutral person (mediator or dispute resolution officer) who facilitates discussion between you and the tenant(s) to determine if you can resolve your issue(s) together. The mediator does not make a decision on the applications, they help the parties try to come to a resolution.

- Mediation is voluntary, both the landlord and tenant must agree to participate for it to take place.
- The mediator provides information to the parties about their rights under the *Residential Tenancies Act*, but does not provide legal advice.
- During mediation, the landlord and tenant can work to resolve all disputes (including those issues which are not part of the application(s) filed).
- Agreements can be reached that include undertakings outside of the RTA. For example,

Mediation can take place on the day of your scheduled hearing, or you can request that it be scheduled in advance of your hearing date. If there is any possibility that the landlord and tenant(s) may come to a resolution with the assistance of a mediator, this option will help reduce the amount of time you are waiting for your matter to be heard and

increase the likelihood of a faster resolution to your application(s). Watch the LTB video at <http://www.media.gov.on.ca/e02ed18c739debd/en/videos/mobile.mp4>

To request mediation for your application(s), email the Landlord and Tenant Board using the email address specific to the regional office that is in charge of your file. A list of regional specific LTB office email addresses can be found at <https://tribunalsontario.ca/ltb/contact/>

More information can be found on the Landlord and Tenant Board's website at [https://tribunalsontario.ca/documents/ltb/Brochures/Mediation%20at%20the%20LTB%20\(EN\).html](https://tribunalsontario.ca/documents/ltb/Brochures/Mediation%20at%20the%20LTB%20(EN).html)

What happens after Mediation?

If the parties are unsuccessful with resolving their issues through mediation, the application(s) will proceed to a hearing and anything discussed during mediation cannot be mentioned. In addition, disputes which are not part of the applications filed will likely not be heard or considered during the hearing if the necessary paperwork has not been previously filed.

If the parties are successful in reaching an agreement during mediation, a written agreement will be prepared for you to sign and the hearing will be cancelled. It is best not to leave with a handwritten document, ask the mediator for a Consent Order.

Payment Plans for Rent Arrears

Recent changes to the *Residential Tenancies Act, 2006* pursuant to Bill 184, now permit payment plans for rent owing reached by landlords and tenants to become the basis of an order when filed with the Landlord and Tenant Board.

This change means that alternative dispute resolution services and community mediation, not previously recognized by the Landlord and Tenant Board, may now play a greater role assisting parties to reach agreements and develop payment plans. In this case, the Payment Agreement and Advance Resolution Request forms from the LTB website (<https://tribunalsontario.ca/ltb/forms/>) can be completed by the parties and filed with a pending L1 or L9 application.

Section 206(3) refers to applications filed with the LTB for non-payment of rent. If the LTB is satisfied with the payment plan, an order will be issued. However, this order will not terminate the tenancy. Instead, it will allow the landlord to file an application under section 78 of the RTA or file a request to reopen the application, if one or more of the terms of the order have not been followed by the tenant(s).



Filing Applications with the LTB

Landlords can now file most applications with the Landlord and Tenant Board (LTB) using one of the following methods:

E-file: This service works best if you only have one application to file. However, the type of applications filed this way are limited to *Form L1 - Application to Evict a Tenant for Non-payment of Rent and to Collect Rent the Tenant Owes* and *Form L2 - Application to End a Tenancy and Evict a Tenant*. Landlords should use e-file if they are only filing **one** of these applications. If you try to file both the L1 and L2 at the same, e-file will require you to pay the filing fee twice. Also note that there is a discounted filing fee when using the e-file option. *Discounted fees only apply to single applications L1 and L2 when e-filed.* Visit <https://tribunalsontario.ca/ltb/e-file/> to e-file your L1 or L2 application,

Note: When e-filing, you can pay with MasterCard, Visa or any debit card except for a CIBC debit card.

E-file also requires your computer to have one of the following Internet browsers: Google Chrome, Internet Explorer (version 9 or higher), Firefox or Safari. It also requires specific computer software which is Adobe Reader (version 8 or higher) to open, save, or print copies of completed application forms. Landlords can download Adobe for free from <https://get.adobe.com/reader/>.

NEW! By email: Landlords can now file single or combined LTB applications through email. The following applications can be filed by email:
Combined L1/L2 Applications;
A1: Application about Whether the Act Applies;
A2: Application about a Sublet or an Assignment;
A4: Application to Vary the Amount of a Rent Reduction;
L3: Application to End a Tenancy – Tenant Gave Notice or Agreed to Terminate the Tenancy;
L6: Application for Review of a Work Order about Provincial Maintenance Standards,
L8: Application Because the Tenant Changed the Locks
L9: Application to Collect Rent the Tenant Owes and Request to Review

When filing applications by email, landlords must first pay the filing fee on the LTB website at <https://www.efiling.ltb.sde.gov.on.ca/AltPay/AltPayForm.aspx>. You can only pay with MasterCard, Visa or any debit card except for a CIBC debit card. *Landlords can file more than one application against the same tenant and pay one filing fee by email.*

Once payment is made, you will receive a receipt by email. You must write the 7-digit receipt number in the Payment Method section of the application that you are filing. You can then email your application(s), supporting documentation and a copy of your receipt to LTBPayments@ontario.ca. When sending your application(s) by email, include your 7-digit receipt number and full rental unit address in the subject line.

Follow the following format: *Receipt # 1234567; Basement unit, 123 Carnation Street, Toronto, ON, M3P 4V1.*

In person: Landlords can file single or combined LTB applications with ServiceOntario only if one of the following conditions is met: the application(s) represents an emergency situation, the landlord does not have access to a computer, the landlord's only methods of payment are cash, certified cheque or money order, and other limitations the landlord may have that require them to file in person. *Landlords can file more than one application against the same tenant and pay one filing fee in person.*

Note: To find out which ServiceOntario locations accept LTB applications (as you are not able to file at all locations), please visit:

<https://www.services.gov.on.ca/sf/?en#/oneServiceDetail/13180/ip/ls>

By mail: Landlords can file single or combined LTB applications by courier. The filing fee must be included by providing your credit card information, certified cheque or money order. *Landlords can file more than one application against the same tenant and pay one filing fee by mail.*

LTB applications sent by courier must be addressed to:
Landlord and Tenant Board
25 Grosvenor Street, 4th Floor
Toronto, ON M7A 1R1

If landlords are sending their applications by Canada Post, these can be mailed to your respective LTB regional office. To review LTB locations, visit <https://tribunalsontario.ca/ltb/contact/>

By fax: Landlords can file single or combined LTB applications by fax. Filing fee must be included by providing credit card information. To review LTB fax numbers, visit <https://tribunalsontario.ca/ltb/contact/>. *Landlords can file more than one application against the same tenant and pay one filing fee by fax.*

Note: *When paying a filing fee with a certified cheque, it must be payable to the Minister of Finance. To review the LTB filing fees, visit*

<https://tribunalsontario.ca/ltb/filing-and-fees/#>

Any subsequent form that does not require a filing fee and is associated with a current file can be submitted with the LTB by sending it by email to LTBPayments@ontario.ca.

Visit the Landlord and Tenant Board website at <https://tribunalsontario.ca/ltb/filing-and-fees/> for more information about methods of payment.

Self-Help TIPS

In this issue of the Self-Help Tips, we will discuss the importance of the landlord's duty to respond to noise complaints received by tenants.

Reasonable enjoyment - According to the *Residential Tenancies Act* (RTA), the landlord has a duty to ensure the tenant has reasonable enjoyment of their rental unit for all usual purposes. If a landlord does nothing when a tenant complains about the unreasonable behaviour of another tenant who is interfering with their reasonable enjoyment, the complaining tenant could file an application against the landlord for failing to take the necessary steps to correct the offending tenant's behaviour and the landlord can be ordered to pay a rent to the tenant and reimburse costs associated with the interference.

Complaints - When a tenant complains about loud noises, parties, smoking, etc., ask the tenant provide you with the details, including dates and times, in writing. Respond to the complaint in writing and advise the tenant on the steps you will take to resolve the matter. Obtaining details in writing provides useful documentation that can be used as evidence if the matter is filed with the Landlord and Tenant Board.

Investigate and if the conduct of the tenant has "Substantially interfered with the **reasonable enjoyment** of the residential complex for all usual purposes by another tenant or substantially interferes with another lawful right, privilege, or interest of the landlord or another tenant" an N5 - Notice of Termination under section 64 of the *Residential Tenancies Act* (RTA) can be served to the offending tenant. The Form N5 - *Notice to End your Tenancy for interfering with Others, Damage or Overcrowding* is available here:

<https://tribunalsontario.ca/lrb/forms/#landlord-forms>

The N5 eviction process is a very complicated process, mistakes are often made due to the technical nature of the N5 notice which can result in the dismissal of the application at the LTB. The following are two important sections most likely to cause a serious error:

Termination date - The termination date on the N5 notice must be at least **20 days** after the notice is given to the tenant. Once the N5 is served, the tenant has 7 days to correct the problem(s) stated on the N5 or move out by the termination date.

If the tenant does not correct all the issues addressed on the notice or move out, the landlord can apply to the Landlord and Tenant Board on the **eighth day** after the notice is given to the tenant to terminate the tenancy and evict the tenant.

If you fail to provide the proper number of days, the LTB will dismiss your case and you'll have to start over.

An N5 notice expires **30 days** after the termination date indicated on the notice.

NOTE: If the landlord lives in the same building as the tenant and the building has **three or fewer** residential units, you may give the tenant a form **N7 - Notice to End a Tenancy for Causing Serious Problems in the Unit or Residential Complex** instead of Form N5. The form N7 **cannot** be voided and it has a shorter notice period.

Reasons for the Notice - Subsection 43(2) of the *Ontario Residential Tenancies Act* states a notice of termination must set out reasons and details. The Divisional Court case **Ball v. Metro Capital Property** has held that reasons and details should include dates and times that the alleged conduct took place. The Divisional Court ruled that notices of termination, particularly voidable notices like the N5, are void if they lack particulars such as dates and times. The order states that "*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.*" Divisional Court decisions are binding on members of the Landlord and Tenant Board and must be followed.

Describe in detail what the tenant, the tenant's guest or another occupant of the rental unit did that caused you to give the notice to the tenant. Next to each event, state the date and time the event occurred, who was involved, what happened, who was affected, etc. If it is the first N5 served to the tenant it must also provide the tenant with the necessary information that the tenant needs to void the notice. If you need additional space than what is provided on the N5, complete and attach an additional sheet of paper to the N5 notice and state "see attached".

For more information on how the N5 works, check out our Landlord Learning Modules at <https://landlordselfhelp.com/landlord-learning-modules/>.

Tips

- If a landlord fails to respond to a tenant's complaint, a tenant can file an application against the landlord. If the tenant is successful, the landlord can be ordered to pay a rent abatement to the tenant, reimburse costs associated with the interference, and also be ordered to do anything that the Landlord and Tenant Board considers necessary to give the complaining tenant reasonable enjoyment of their rental unit.
- You must prove your allegations at a hearing. You will need witnesses, like the other tenant who complained, to attend and testify at the hearing. If witnesses are unwilling to attend the hearing, your application will most likely be dismissed.

Did You Know?

Q: I have a lease agreement with two people and both are named on the lease. One of the tenants has decided to leave and the other tenant wants to remain. The outgoing tenant seems to believe that if he gives notice to terminate his part of the lease that he is no longer responsible. The remaining tenant says he cannot afford to pay the rent on his own and will have to find a roommate to help with the rent. Can he do this? How do I deal with this situation?

Basically, this is a situation that the two tenants would have to work out themselves because they are joint tenants and therefore equally responsible. They do have the right to bring in another person to help pay for the rent, however that person would not necessarily become a tenant. He or she could live there as an occupant and you would collect the full amount of rent only from the original tenant.



Q: I have served my tenant with the Form N4, he has not paid within the required 14 days. I understand I now have to file an application L1 with the Landlord and Tenant Board which I will do on-line. What happens after I file?

Once you file an application with the Board a hearing date will be scheduled and a Notice of Hearing package is emailed to all the parties, provided the Board has an email address for all the parties, otherwise it will be mailed by regular mail. The Notice of Hearing will provide all the details about the hearing format which will be held by video or telephone conference.



Q: I rent out the basement of my house and I live upstairs with my family, the tenant has been in the unit for about a year. There have been several problems such as the tenant bringing a lot of people over, having loud parties and he is also very rude to me. I decided to give him notice (Form N12) stating that I needed the unit back for my own personal use. He didn't move out so I applied to the Landlord and Tenant Board. At the hearing the Board member dismissed my application stating that I had given the notice in bad faith. What is the meaning of bad faith?

Bad faith means that a landlord gives the tenant a notice for own use (Form N12) as a way to evict the tenant because of issues going on with the tenancy, such as disturbances, damages or just a bad relationship with the tenant. It means that the landlord or their immediate family member does not have a genuine intention to move into the unit for the purposes of living there themselves. It is also an offence under the *Residential Tenancies Act* for a landlord to knowingly end a tenancy by giving notice in bad faith. A conviction for this offence can result in a fine of up to \$50,000 for an individual.



Q: I have just learned that one of my tenants has been arrested and is currently in jail. I do not have any information about what happened but I am concerned and I need to protect the other tenants living in the property. What can I do in this situation?

If you do not have any information on the reason for the tenant's incarceration and if the illegal activity did not take place at the rental premises there may not be anything you can do. Under Section 61 (1) of the *Residential Tenancies Act* it states the following: A landlord may give a tenant notice of termination of the tenancy if the tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex. 2006, c. 17, s. 61 (1).



Q: I own a triplex that needs major repairs, I have asked the tenants to leave but they will not leave unless I serve them with a legal notice. My plan is to renovate the property and then put it up for sale. How do I go about doing this legally?

If you're planning to renovate the property for the purpose of selling that is not grounds to terminate the tenancy. You can serve notice to your tenants if the renovations are extensive and require a building permit. If that is the case you would serve the tenants with the Form N13 which gives the tenants 120 days' notice to vacate. However, the tenants have the right of first refusal and they have the right to return to the unit after the renovations are completed.



Q: My tenant has signed an Agreement to Terminate a Tenancy - Form N11, if the tenant does not move out according to the agreement he has signed, what is the procedure to get him out immediately since I already have new tenants ready to move in?

Unfortunately, the tenant cannot be evicted immediately even under these circumstances. If the tenant has signed an Agreement to Terminate a Tenancy and then does not vacate the unit by the termination date, the landlord within thirty days must file an L3 Application to the Landlord and Tenant Board. This type of application does not usually require a hearing. The Board will issue an Order and mail it out to the landlord and the tenant. The Order will state that the tenant must leave within 10 days otherwise the landlord can file the Order with the Sheriff's office to carry out the eviction.



Digital-first approach adopted Tribunals Ontario

Tribunals Ontario, which includes the Landlord and Tenant Board, is building on the changes caused by COVID-19 and implemented a Digital-first approach that is intended “to meet the diverse needs of Ontarians and enhance the quality of dispute resolution services.”

To protect the health and safety of Ontarians and increase access to justice, Tribunals Ontario is:¹

- Conducting video, telephone, and written hearings where feasible;
- Enhancing the website to serve as one-window into all boards and tribunals;
- Encouraging Ontarians to use email if possible, to communicate with the tribunals;
- Developing an online payment portal to enable clients to make payments more easily; and
- Providing access to online services such as electronic filing of applications and documents to deliver efficient and effective services.

Tribunals Ontario are working to safely accommodate limited in-person hearings, and assess requests for in-person hearings on a case-by-case basis.

The Landlord and Tenant Board currently uses Microsoft Teams as the platform for video hearings, however they will soon be piloting the use of the Zoom video conferencing platform which is very user friendly. The Zoom platform will permit the use of break out rooms to facilitate virtual mediations and side discussions between the parties and their legal representatives

¹ Taken from the LTB website at <https://tribunalsontario.ca/to-september-17-2020-tribunals-ontario-implementing-digital-first-services-for-ontarians/>

The public has been unable to observe proceedings at the LTB since it moved to a digital platform. Observing is often the best way to learn.

The Landlord and Tenant Board has confirmed that hearings remain open to the public. If you are interested in observing to become familiar with the virtual process or prepare for your hearing, contact the Landlord and Tenant Board by email at LTB@ontario.ca with your request to attend as an observer.

LTB: Making a Complaint - If you have concerns about your application or the length of time the process is taking, you can contact the LTB by email at TDO.Feedback@Ontario.ca to express your concerns.

COVID-19 and Landlords - A reminder for all landlords in the City of Toronto, there is a bylaw in place (Bylaw 541-2020) requiring the use of masks in common areas of the rental properties. Mask signage can be downloaded here: https://www.toronto.ca/wp-content/uploads/2020/07/9851-Mask-Bylaw_letter.pdf

A sample policy can be found at: <https://www.toronto.ca/wp-content/uploads/2020/08/9631-Sample-Policy-for-Mandatory-Masks-in-Apartments-and-Condominiums.pdf>

Stay connected:



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<https://facebook.com/landlordselfhelp>



Ontario Standard Form of Lease revised

Landlords should be using the updated Residential Tenancy Agreement (Standard Form of Lease) for new tenancy agreements signed on or after **March 1, 2021**.

The form is available here

<http://www.forms.ssb.gov.on.ca/mbs/ssb/forms/ssbforms.nsf/FormDetail?OpenForm&ACT=RDR&TAB=PROFILE&SRCH=&ENV=WWE&TIT=2229E&NO=047-2229E>

Ontario implemented the use of the standard form in 2019. Additional clauses not contained in the standard form can be included using an addendum. LSHC members can download the template we have available in the members' area and modify it to best fit your situation.

Toronto Garden Suites

The Garden + Suites project is one of several studies underway through the [Expanding Housing Options in Neighbourhoods initiative](#).

A Garden Suite is a detached housing unit that is separate or detached from the main house, like a laneway suite.

Garden Suites are usually located in the rear yard and are generally smaller than the main house, and are intended to function as a rental housing unit.

Learn more about the Toronto Garden Suite proposal and complete the online survey at <https://www.toronto.ca/city-government/planning-development/planning-studies-initiatives/garden-suites/>

DISCLAIMER

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