

Quarterly News

March 2025

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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.

Provincial Election 2025:

Premier Ford Wins Third Consecutive Term!

On February 27th, 2025, Ontario voters cast their ballots and elected Premier Doug Ford for a third consecutive term with 42.97% of votes, securing another majority government.

Election Results:

PC	80
NDP	27
Liberal	14
Green Party	2
Independent	1

Premier Ford had just released his platform on Monday, February 24th, which included the following highlights:

- A \$5 billion Protect Ontario Account in response to American tariffs
- \$705 million to expand STEM and skilled trades training capacity at post-secondary schools in Ontario
- \$50 million to support modular housing technology

However, the latest platform did not include any mention of the PC's 2022 campaign promise to build 1.5 million new homes in Ontario by 2031.

An excerpt from Premier Ford's victory speech:

"Thank you so much. Together, we have made history. Together, we have secured a strong, historic third majority mandate — a mandate to protect Ontario."

The NDP returns as the official Opposition with 18.55% of the vote, and leader Marit Stiles wins her Davenport riding. In contrast, Liberal Party leader Bonnie Crombie failed to win her seat in the Mississauga East – Cooksville riding. However, the party regains official party status after winning 14 seats and securing 29.95% of the vote. In Ontario, winning at least 12 seats is required to hold official party status.

Sources:

<https://www.elections.on.ca/en/resource-centre/elections-results.html#accordionGE>

<https://www.cbc.ca/news/canada/toronto/livestory/doug-ford-sails-to-another-majority-9.6665400>

<https://globalnews.ca/news/11032303/ontario-pc-party-election-platform-2025/>

<https://nationalpost.com/news/ontario-election/ontario-premier-doug-ford-election-victory-speech-2025>

LTB Hearing Glossary

Notice of Hearing: It is a document sent out by the Landlord and Tenant Board to all parties. It will feature the date and time of the hearing, the Zoom link, telephone number and passcode.

File Number: This can be found on your notice of hearing. The typical format is **LTB-L-00000-24** or **LTB-T-00000-24**. The “L” indicates it is a landlord application, and the “T” indicates that it is a tenant application.

Adjudicator/Member: This is the person who will be hearing the application and making a decision. You can call an adjudicator Mister/Madame Chair.

Section 78 of the Residential Tenancies Act (RTA) states that a landlord may file an application with the LTB without notice to the tenant for an order terminating a tenancy if the tenant breaches a term or condition of an agreement. It is typically referred to as “a day late, a dollar short” and the landlord can file an application (**L4**) with the LTB without notice to the tenant. The landlord will receive an **ex-parte** order for eviction.

Ex-Parte: This means where only one party is present or involved. A written order is issued based only on the information provided by the applicant, often because of an **L3 or L4 application**.

Uncontested Matters: When the respondent to an application does not attend the hearing, and the hearing proceeds with only the applicant's involvement.

Section 82 of the RTA allows a tenant or a former tenant to raise any tenant issues that they could have filed in their own tenant application for maintenance, tenant rights, illegal rent increases, etc., at an **L1/L9 hearing** providing that the proper notice has been provided to the landlord and LTB (**in writing 7 days prior to the hearing**).

Section 83 of the RTA states that the adjudicator hearing the matter must consider all of the circumstances when determining whether to evict the tenant. They may delay or deny the eviction based on circumstances raised under this section.

Standard Order: It is often issued in an N4/L1 hearing. The tenant would have 11 days to pay the rent arrears from the date the order is issued. If not paid, the landlord can file with the sheriff for eviction enforcement on or after the 12th day.

Consent Order: It is an agreement that is reached by both parties. The parties will read the consent to the adjudicator who will put the agreement in to a binding and enforceable LTB order.

Withdraw: Withdrawing an application means that the landlord no longer wishes for the adjudicator to hear the matter and wishes for the file to be closed without a decision.

Dismiss: An adjudicator may dismiss an application if the parties have submitted a notice with a fatal flaw or if the parties have not met their burden of proof.

De Novo Hearing: This means starting fresh; a new hearing will be held.

Moderator: An administrative moderator for the LTB; will sign you into the hearing and also move you to different “Zoom rooms” as necessary. **Not all hearing blocks have moderators present.*

Seized: When an adjudicator is “seized,” it means that the adjudicator who has heard some of the case will need to remain on the file to hear the remaining issues. Being seized typically happens when an adjudicator has heard facts and/or evidence of a file.

LTB Hearing Glossary (Continued)

Hearing Blocks: The LTB runs multiple hearings per day via various different Zoom hearing and telephone links. A hearing block is a specific virtual hearing room assigned to various matters.

Breakout Room: It is a feature of the online platform Zoom. In the case of a LTB hearing, it is typically a private room where parties can discuss their matter.

Hearing Room: It will be the “main session” or main room of the online platform Zoom. You will present your case in front of an adjudicator in the virtual hearing room.

Mediation: All parties must agree to mediation. If all parties are in agreement, a neutral third-party mediator will meet with the landlord and tenant in a private breakout room and try and assist the parties in coming up with a mediated agreement. If an agreement is not reached, the parties can still attend a hearing. You will not be able to discuss anything that was discussed during mediation with the adjudicator. It is a private and confidential discussion.

Mediated Agreement: It can be reached with the assistance of a mediator and it will be a binding agreement.

Kitchener Lodging House Bylaw

The City of Kitchener enacted their **Lodging House Bylaw on January 1st, 2025**. Lodging Houses are defined as a dwelling unit where five or more people, not including the property owner, may rent a lodging unit, and the kitchen and other areas of the dwelling unit are shared. The lodging unit is a room or set of rooms in a lodging house designed or intended to be used for sleeping and living accommodations with exclusive use by the resident or residents (maximum of 2 per room) of the unit.

Landlords who are required to obtain a **Lodging House License must apply for one in person or online**.

The application requires the following:

- Annual fee of \$750.00;
- Forms such as: Certificate of Insurance, Owner Authorization Form, Dedicated Responsible Person Form and Lodging House Handbook;
- Proof of Ownership;
- Criminal Record and Judicial Matter’s Check; and
- A Floorplan.

Landlords operating a Lodging House, must also comply with the **following new rules, which include:**

- Having a designated person who is available to attend the house at all times within a period no greater than one hour to address emergency issues and within three hours to address non-emergency issues;
- Displaying the Lodging House License and Lodging House Handbook at a location accessible to all renters;
- Allowing inspections to ensure compliance with applicable bylaws and legislation; and
- Ensuring there is a structure where all containers for garbage, recyclable materials and yard waste are kept. This structure must be located in a rear or side yard and be enclosed with a lid or roof.

Landlords who contravene any provision of the bylaw are subject to enforcement measures which may include fines and penalties. **More information can be found at** <https://www.kitchener.ca/en/bylaws-and-enforcement/lodging-houses.aspx>

Self-Help TIPS

In this edition, we provide clarification on what a "tenant" is in accordance with the **Residential Tenancies Act (RTA)**.

Section 2(1) of the RTA defines a “tenant” as: “a person who pays rent in return for the right to occupy a rental unit and includes the tenant’s heirs, assigns and personal representatives, but “tenant” does **not** include a person who has the right to occupy a rental unit by virtue of being, (a) a co-owner of the residential complex in which the rental unit is located, or (b) a shareholder of a corporation that owns the residential complex.”

Although the term "tenant" also covers the tenant's heirs, assignees, and personal representatives, **section 91** of the RTA states that if a tenant of a rental unit dies, and there are no surviving tenants, the tenancy is considered to have ended **30 days after** the tenant's death.

JOINT TENANTS- In a joint tenancy, there is one rental agreement to which all of the tenants agree and sign. Therefore, all the tenants are jointly and severally liable for the payment of the entire rent and for the costs of any damages. This means that if one tenant stops paying their portion of the rent, the other tenants are still responsible for the total rent amount owing and/or for the total of the costs of any damage to the rental unit. A Notice to Terminate a Tenancy must **name and be given** to all the tenants who signed the lease. **One tenant cannot terminate the tenancy agreement on behalf of the other tenant(s).**

STUDENT RENTALS- Landlords usually list all of the students on one lease agreement. This is common when a group of students know each other, or who are all in the same program. When **all of the tenants** are listed on one lease agreement, this will result in a **joint tenancy**. Although students may sign a lease agreement for the length of the school year, landlords should be aware that the lease will automatically become a month-to-month tenancy if the students do not vacate at the end of the lease term or the school year. When a **fixed term ends**, the law does not assume that co-tenants remain bounded to one another forever. In a month-to-month tenancy, if one of the co-tenants gives notice to vacate and the other tenant(s) wishes to stay, the remaining tenant(s) will have to pay the full rent for the rental unit or bring in a new tenant to join the lease with the landlord's consent or just as a roommate/occupant to replace the departing tenant.

TENANTS IN COMMON have separate tenancy agreements with the landlord and live separately from one another, such as in the case of a rooming house. Each tenant in common is responsible for paying his/her share of the rent for the rental unit. A **Notice to Terminate a Tenancy** is served to each tenant and the rental unit should be clearly identified on the notice.

OCCUPANTS AND ROOMMATES live and share the rental unit with the tenant, and are **not** considered a tenants. This can be done with or without the consent of the landlord. The tenants are responsible for their roommates/occupants. If the tenant vacates the rental unit or the Landlord and Tenant Board terminates the tenancy, the occupant or roommate must vacate the rental unit along with the tenant or they will be considered an **unauthorized occupant**. The landlord has **60 days** to file an A2 application with the Board, under **section 100 of the RTA**, for an order terminating the tenancy and evicting the unauthorized occupant. Since they are **not** tenants, an occupant or a roommate should not be named on a Notice to Terminate a Tenancy, and they cannot file an application against either the landlord or the tenant at the LTB.

GUARANTOR is a person that **guarantees** the payment of rent by the tenant. Since the guarantor does not have the right to occupy the rental unit within the meaning of the **RTA**, they should not be named as tenants in the rental agreement or on a notice to terminate the tenancy. The landlord and guarantor should sign a separate guarantor agreement.

TIPS

- ✓ The rental agreement should clearly identify who the tenants are.
- ✓ Landlords should only accept rental payments from their tenants.
- ✓ The Board will determine who is a tenant by looking at a number of factors such as: who entered into the agreement with the landlord; who is entitled to occupy the rental unit; and who pays the rent.
- ✓ For more information, refer to Interpretation Guideline 21- **Landlords, Tenants, Occupants and Residential Tenancies** at <https://tribunalsontario.ca/documents/ltb/Interpretation%20Guidelines/21%20-%20Landlords%20Tenants%20Occupants%20and%20Residential%20Tenancies.html>

Did You Know?

Q: I have decided to sell my rental property; I have been a landlord for quite some time and I no longer want to rent. I informed my tenants of my intentions and they were not happy about having to move out. Can I give them notice to leave because I no longer want to rent my property?

This would not be a reason to terminate the tenancy; the tenant has the right to remain in the property until there are valid grounds to terminate the tenancy. The landlord may issue a notice of termination on behalf of the purchaser only once the landlord has an agreement of purchase and sale signed and the property is required for residential occupation by the purchaser.

Q: I have sold my rental property but the tenant has a lease until next year and doesn't want to move out. What can I do?

In this situation, the lease protects the tenant, as such, the termination date on the N12 notice cannot be earlier than the end of the fixed term of the lease. If the closing date is before then, the buyer can assume the tenants and become the new landlord.

Q: I'm selling my rental property, and I have entered into a Purchase and Sale Agreement, but the tenants don't want to move out. Can they refuse to move out?

Yes, they do have the right to refuse to move out. In this case, you would have to serve an N12 for purchaser's own use and file an L2 Application with the Landlord Tenant Board to receive an order for eviction.

To review more Did You Know questions, visit our website at <https://landlordselfhelp.com/frequently-asked-questions/>

Q: I am a landlord and I have a tenant who has filed an application against me at the Landlord and Tenant Board. However, my English is not very good, does the Landlord and Tenant Board provide interpreters?

A landlord can email the Landlord and Tenant Board at ltb@ontario.ca to obtain a Request for Interpreter form. If the party financially qualifies, the Landlord and Tenant Board may approve this request. If a landlord does not financially qualify as per LTB guidelines, they must make arrangements for an interpreter. This person can be a friend or family member who speaks both your native language and English, and is willing to help you. You can also hire your own interpreter, at your own expense.

Q: My lease agreement states that if the tenant brings in another person to live with him, he must inform me immediately. Is this a requirement under the law?

If someone moves in with the tenant, the tenant is not required by law to let the landlord know. However, as a safety precaution, the landlord can ask the tenant to provide information regarding the person who moved in, but the tenant is not required to provide this information if he does not want to.

Q: I have filed an application with the Landlord and Tenant Board. I have heard that the hearings are conducted online, but I don't have a computer. How can I attend?

Parties have the option to attend the Zoom meeting on their telephone. To do so, the person must do this by calling in a conference telephone number on the day, and time given in their Notice of Hearing. If parties attend the hearing by phone, you will not be able to see the other participants and they will not be able to see you but will be able to hear each other.

LTB Updates

- **Tribunals Ontario has released its 2023-24 Annual Report, which includes operational highlights from the Landlord and Tenant Board.** According to the report, the LTB received a total of 82,285 applications, of which 72,452 were landlord applications. Read the full report at https://tribunalsontario.ca/documents/TO/Tribunals_Ontario_2023-2024_Annual_Report.html#ltb
- The LTB has improved its **Online Dispute Resolution (ODR)** tool, allowing parties to request mediation if both parties have agreed to mediate or have mutually agreed to terms in writing. **The PIN package includes an information sheet outlining the ODR tool.**
- **The Request to Extend or Shorten Time Form has been updated.** There are now two separate forms: Request to Extend Deadline and Request to Shorten Time. We encourage landlords to begin using these new forms, as the old versions will no longer be accepted starting May 1, 2025.

LSHC's Landlord Lunch & Learn Series Returns!

- April 30, 2025 from 1pm to 2pm: *Before You Rent*
- June 25, 2025 from 1pm to 2pm: *Beginning a Tenancy*
- October 22, 2025 from 1pm to 2pm: *Understanding the N5*

For more information about registration, visit <https://landlordselfhelp.com/lunchandlearn/>

Timmins Short-Term Rental Bylaw

Effective January 14, 2025, the City of Timmins requires that all short-term accommodations such as Airbnb and Vero must be licensed as a business.

This means that properties being used for short-term rentals, will need to follow the City's property and occupancy standards, health and safety regulations, and begin collecting the Municipal Transient Accommodation Tax (MAT).

More information can be found here:

<https://timmins.civicweb.net/document/181198/2025-9085.pdf?handle=CE6BA090CF2B4D14856DC350DFA5EA67>

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.



Toronto Temperature Update

Effective **April 30, 2025**, landlords in Toronto must ensure that a minimum temperature of 21°C is maintained from **October 1 to May 15** instead of September 15 to June 1. Rental units equipped with air conditioning provided by the landlord must maintain a maximum temperature of 26°C from **June 1 to September 30** instead of June 2 to September 14. Landlords should check with their municipality for local heating and air conditioning requirements, or the RTA if there is no municipal by-law available.

LSHC Upcoming Holiday Closures!

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

- **April 18th for Good Friday and April 21st for Easter Monday**- Our regular business hours will resume on Tuesday, April 22nd at 9:00 a.m.
- **May 19th for Victoria Day** - Our regular business hours will resume on Tuesday, May 20th at 9:00 am.

Renoviction Bylaw Updates

London's Rental Unit Repair License, which is their adaptation of a renoviction bylaw, has been in effect since **March 1st**. **More information can be found here:** <https://london.ca/living-london/community-services/rental-housing-support/rental-unit-repair-licence-law-landlord>

Ottawa appeared to have scrapped the bylaw due to a public staff report that recommended against it, however, city council approved a motion to continue studying the topic of a renoviction bylaw. The City of Ottawa will revisit the idea in 2026 once they can review the data from [Hamilton](#).

Oshawa, Whitby and Kitchener join the list of cities that are considering the implementation of a possible bylaw. Other cities that are in the planning stage but have not yet decided to pursue their own bylaw include: **Mississauga, St. Catharine's, Guelph and Owen Sound.**

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