

Bill 60, *Fighting Delays, Building Faster Act, 2025*

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While Bill 60, *Fighting Delays, Building Faster Act, 2025* received Royal Assent on November 27, the amendments have not yet taken effect. Until these are formally enacted, landlords must continue to follow the *Residential Tenancies Act (RTA)*, *Landlord and Tenant Board (LTB)* Rules, and existing forms and regulations exactly as they stand today.

Schedule 12 under this bill will amend the *RTA* with the following changes:

✓ **Amended:** Subsection 43(1) of the Act has been amended to require that any notice under the Act be provided using a Board-approved form, unless a specific form has been prescribed. If a prescribed form exists, that form must be used such as an N9 – Tenant's Notice to End the Tenancy.

✓ **Added:** New subsection 48.1(2) of the Act states that the requirements under section 48.1, which include paying one month's compensation or offering the tenant alternative rental unit acceptable to the tenant, do not apply in certain circumstances when a landlord issues a notice for personal use.

✓ **Added:** New subsection 58(1.1) of the Act specifies that persistent failure to pay rent on the date it becomes due will be assessed in accordance with any applicable regulations. A similar amendment has been made to section 94.2 regarding persistent failure to pay regular monthly housing charges on time.

✓ **Re-enacted:** Subsection 82(1) of the Act has been changed to remove the part that used to let a tenant explain why they did not give advance notice about issues they wanted to raise at the hearing. The updated law also adds two new rules in subsection 82(2). These rules require tenants to meet extra conditions if they want to raise issues under subsection 82(1), including paying half of the rent arrears the landlord is claiming. There are also transition rules in subsections 82(4) and 82(5) that explain how these changes apply to ongoing cases.

✓ **Amended:** Subsection 209(2) of the Act has been amended to state that the Board's power to review decisions or orders is subject to any prescribed limitations or conditions. New subsection 209(3) requires that a request to review a decision or order be submitted within 15 days of the issuance of the order, unless the Board considers an extension just and appropriate in the circumstances. This replaces the current 30-day deadline.

✓ **Amended:** Section 59(1) of the Act has been amended, meaning the 14-day voiding period for the N4 notice for non-payment for monthly tenancies will be reduced to 7 days, after which an L1 application may be filed. ✓ **Amended:** Section 77(8) (b) of the Act will be amended to remove the option of setting aside an eviction order arising out of a N9 notice or N11 agreement based on fairness factors. Instead, the adjudicator will be required to use only criteria found in the Regulations.

To review the bill in full, visit <https://www.ola.org/en/legislative-business/bills/parliament-44/session-1/bill-60>

We encourage landlords to stay informed and monitor future updates, as changes to legislation or procedure may affect timelines, notice requirements, and the handling of applications. Avoid delays and stay informed.

Snow & Ice Removal Responsibilities Under the Residential Tenancies Act: Clarification from the Ontario Court of Appeal

Section 20 of the *Residential Tenancies Act, 2006 (RTA)*, requires landlords to keep the residential complex and rental units in a good state of repair, fit for habitation and compliant with all health and safety, and maintenance standards. Because this obligation is broad, disputes often arise regarding who is responsible for removing snow and ice, particularly in properties where tenants have sole use of certain areas. **Recent caselaw has clarified how these responsibilities apply where tenants have exclusive use of certain parts of the property.** This article highlights an important Ontario Court of Appeal decision that explains the distinction.

“Exclusive-use areas” refer to spaces used solely by a single tenant and his or her household, such as driveways, walkways, porches, or steps belonging to a single-family home or townhouse.

“Common areas” refer to spaces used by multiple tenants.

In the case, *Crete v. Ottawa Community Housing Corporation, 2024ONCA 459*, the court makes it clear that a landlord is only responsible for the removal of snow and ice from common areas, not in exclusive-use areas.

In this case, a tenant’s son slipped and fell on icy steps in front of their leased townhouse. When the tenant sued the landlord, the Landlord pointed to the lease agreement, which clearly stated that the tenant was responsible for keeping the steps clear of snow and ice. The tenant argued that the lease provision conflicted with the landlord’s maintenance obligations under Section 20 in the RTA.

The motion Judge referred instead, to section 33 of the RTA which requires tenants to maintain the “ordinary cleanliness of the rental unit”. The Judge held that ordinary cleanliness is not confined to indoor housekeeping and reasonably extends to maintaining safe, tenant-controlled exterior areas. This means that tenants must keep exclusive-use areas clear of snow and ice.

The tenant appealed all the way up to the Ontario Court of Appeal, which ruled that the provisions of assigning snow and ice removal responsibilities to the tenant in exclusive-use areas are not inconsistent with s. 20 of the RTA.

There are still important considerations for landlords, especially those dealing with multiple tenants in a residential complex.

Landlords should ensure that lease agreements:

- 1) Clearly define exclusive-use areas versus common areas;
- 2) Explicitly assign the responsibility for snow and ice removal in exclusive-use areas; and
- 3) Provide unambiguous, plain-language maintenance clauses.

Having these terms clearly outlined and defined in the lease agreement will help prevent confusion, reduce disputes and provide guidance if tenants fail to maintain exclusive-use areas.

Landlords uncertain about maintenance obligations should consult a Legal Service Provider.

CanLII caselaw link: [Crete v. Ottawa Community Housing Corporation, 2024ONCA 459](#)

CanLII (the Canadian Legal Information Institute) is a free online resource that provides public access to Canadian laws, court judgments, and tribunal decisions from across the country. Funded by the Federation of Law Societies of Canada, CanLII helps lawyers, professionals, and the public easily search and review legal information to support research, education, and informed decision-making. LSHC is not affiliated with CanLII and does not have any authority or jurisdiction over their database or systems. CanLII operates independently, and any issues or inquiries related to their platform must be directed to CanLII directly.

Short Term Rental Bylaws

Many municipalities in Ontario have created Short-Term Rental Bylaws in an effort to prevent units that are Potential Long-Term Dwellings (PLTD's), from being used as short-term rentals in order to protect the supply of the long-term housing market. Statistics Canada recognized Toronto, Ottawa, Mississauga, Brampton and Hamilton as being within the top 10 Canadian cities with the highest PLTD vs Short-Term Rental ratio.

Source: <https://www150.statcan.gc.ca/n1/pub/11-621-m/11-621-m2024010-eng.htm>.

For clarity, these By-laws do not apply to vacation purpose residences, such as hotel or seasonal cottages.

Toronto - Short-Term Rental operators are described as people renting their homes or rooms on a short-term basis, for a period of less than 28 consecutive days. In Toronto, operators are required to register with the city. The registration fee is \$375.00 annually. Effective June 1, 2025 to July 31, 2026, operators must also collect and remit a 8.5% Municipal Accommodation Tax. As a homeowner you can rent your principal residence only or a secondary suite or laneway suite, as long as the suite is within your principal residence. Tenants can also rent their homes for short-term use as long as it is their principal residence. **The City does not require renters to obtain the consent of their landlord to register or operate a short-term rental.**

More information can be found here: <https://www.toronto.ca/community-people/housing-shelter/short-term-rentals/>

Ottawa - Ottawa's Short-Term Rental By-law, requires a permit if you plan on renting your principal residence, or part of a residential unit for a period of less than 30 consecutive nights. The fee is \$116 for two years. However, **Tenants are required to show written consent from the property owner giving permission to use the unit as a short-term rental, when applying for their host permit.** Hosts are only permitted to market or book a short-term rental through short-term rental platforms registered with the city. As of July 2024, the only platform registered with the City of Ottawa is Airbnb. More information can be found here: <https://ottawa.ca/en/business/permits-and-licences/short-term-rentals#section-83796b58-5978-43ce-b16c-7893d0ce554e>

Mississauga - In Mississauga, you can only operate a short-term rental from your principal residence (where you live most of the year), whether it's an apartment, condo or house. Secondary suites on the same property can also be rented short-term. A short-term rental is when you rent out your home or a part of your home for a period of no more than 30 consecutive days. To operate a short-term rental, you need to obtain a license, which costs \$250.00 annually. **Tenants must provide proof that their landlord has authorized them to operate a short-term rental in order to obtain a license.**

More information can be found here: <https://www.mississauga.ca/services-and-programs/business/licences-and-permits/short-term-accommodation-licence/>

Brampton - Brampton's By-law requires that operators obtain a valid license prior to operating short-term rentals. Short-term rentals can only be operated in the principal residence and no more than three bedrooms can be rented out individually. Rental periods must be less than 28 consecutive days and can only operate for a maximum of 180 days per calendar year. The annual license fee is \$150. **Tenants are required to show written permission from their landlord to obtain a license.**

More information can be found here: <https://www.brampton.ca/EN/residents/Renting/Pages/Short-Term-Rental-Accommodations.aspx>

Hamilton – Short-term rental licenses are only permitted for operators renting out their primary residence to provide sleeping accommodations to the travelling public for any rental period that is less than 28 consecutive days. In addition to licensing fees, **Hamilton requires processing fees, fire compliance fees, a certificate of compliance and zoning verification (for secondary dwellings only).** The total fees for one entire dwelling are \$875.81, and \$491.81 for renewal. The total fees for one partial dwelling are \$344.81, and \$191.81 for renewal.

More information can be found here: <https://www.hamilton.ca/build-invest-grow/starting-small-business/business-licences/short-term-rentals>

****This is not an exhaustive list of each Bylaw rule, homeowners in these cities should refer to the link for more information. This is also not a complete list of all Short-term Rental Bylaws in Ontario. If your municipality is not listed above, check with your local municipality to determine if there is a Bylaw.***

Self-Help TIPS

In this issue of self-help tips, we will address landlords' concerns about tenants using their rental units as short-term rentals on platforms like Airbnb and VRBO. We will focus on the legality of this practice and explore how landlords can protect themselves. It's important to clarify that we are referring specifically to tenants who advertise their entire unit for rent for short periods of time.

Short-Term Rental (STR) refer to accommodations that are rented for a short period of time, typically ranging from a few days to a few weeks, in exchange for a fee. These rentals are regulated by local municipal bylaws, which govern various aspects such as licensing, the type of accommodations eligible for STR, and the maximum duration they can be rented as STRs in any given year.

When a tenant is using their rental unit for short-term rentals, a landlord may face several risks, including:

1. Property security
2. Insurance and liability concerns
3. The security and enjoyment of other residents, especially if the unit is part of a multi-unit house, apartment, or condominium building.
4. Potential Damages caused to the rental unit.

When is it illegal for the tenant to allow a short-term rental?

- Consent to sublet-Subsection 97(1) *under the Residential Tenancies Act* states that a tenant must request the consent of the landlord before subletting a rental unit to another person. Therefore, a tenant must request the landlord's permission whenever they allow short-term renters. If the tenant sublets without permission, the landlord can serve an N5 notice, giving the tenant 7 days to correct the issue. Keep in mind, this is not an assignment. When a tenant assigns the rental unit, the tenant gives up all rights and responsibilities to the rental agreement and to the rental unit.
- Charging more rent than lawful-Subsection 134(3) of *the Residential Tenancies Act* prohibits a tenant from subletting a rental unit for a higher price than the rent that the landlord lawfully charges for the rental unit. Short-term rental rates are usually several times higher than regular monthly rent. The law considers this as an illegal business conducted in the rental unit. As such, it is a ground for eviction of the tenant.

Therefore, if you are aware and have proof of this, you would be able to serve your tenant with an N6 notice – Notice to End your Tenancy for Illegal Acts, as this is in contravention of subsection 61.1 of the RTA. An illegal act in the RTA is any act that is contrary to the law.

- Municipal Bylaws-Many jurisdictions have specific regulations for short-term rentals that tenants must follow.

In some places, you can only host a short-term rental if the unit is your principal residence, and you are physically present during the stay.

- Interfering with other tenants' reasonable enjoyment and damages caused to the rental unit-N5-Notice to End your Tenancy for Interfering with Others, damage or Overcrowding can be served if other tenants are complaining that people are coming and going at all hours of the night from the said unit and interfering with their enjoyment and for damages caused by the short-term rental guests.
- Condominium By-laws-If you own a rental unit in a condominium, it's important to ensure your tenants are aware that they need to follow the condominium's by-laws and declarations. Many condominiums have rules prohibiting short-term rentals in their building.

TIPS

- Be sure to have a written lease that specifically addresses that subletting and short-term leasing of the unit is not permitted without your consent.
- If you come across a listing of your rental unit, take a screenshot or print it out, as this could be useful as evidence if you are required to go to the Landlord and Tenant Board for a hearing.
- Provide your tenant with a copy of the condominium's bylaws and declarations so they are aware of what they need to follow.
- Familiarize yourself with your municipal bylaws regarding short-term rentals.

Did You Know?

Q: I entered into a lease agreement with a tenant and his mother agreed to be a guarantor. However, I'm not clear whether the guarantor needs to be named in the lease. Can you explain how this should be done?

A guarantor is a person who guarantees the rent on behalf of the tenant. The guarantor should not be named as a tenant on the rental agreement, since they do not have the right to occupy the rental unit under the *Residential Tenancies Act (RTA)*. Instead, both parties should sign a separate guarantor agreement and attach it to the lease.

The guarantor's obligation becomes relevant only after a Landlord and Tenant Board order has been issued for rent arrears or damages. At that point, the landlord can file a claim against the guarantor and provide a copy of their order with the claim.

Q: My lease agreement includes a "no pets allowed" clause and the tenants agreed. However, I recently discovered that they have a dog in the unit. Can I serve them with an N5 notice?

Under the RTA, a "no pet" clause in a lease agreement is not enforceable. You cannot evict a tenant solely because they have a pet, unless there are specific condominium bylaws in place that prohibit pets.

However, you may serve an N5/N7 if the dog is causing damage, posing a safety threat or is substantially interfering with the reasonable enjoyment of the residential complex of other tenants or the landlord.

Q: My tenant is requesting I replace the shower head with one that has a handheld hose. When I told them there is nothing wrong with the current shower head, they claimed its for human rights reasons, stating they have developed mobility issues. Do I have to replace it?

While your obligation as a landlord is to maintain the unit in a good state of repair, this is not enough if your tenant is making a request based on a Human Rights accommodation. Accommodations requests can be complex and may require you to seek independent legal advice. However, in this scenario, the landlord should consider installing a shower head with a handheld hose attachment to meet the tenant's accessibility needs.

Landlords are required to accommodate tenants under the Human Rights Code to the point of undue hardship.

Q: I found that my tenant lied about their income on their application, three months after their lease began. What can I do?

That is why it is so important to have a thorough tenant screening process and to verify all the information obtained before a lease is signed and the tenant(s) moves in. Once your tenant is in possession of the unit, they are under no obligation to discuss their finances, and this is not grounds for eviction.

Q: I want to serve my tenant with a Notice of Termination. Can I send the notice via text message since that's how the tenant and I normally communicate?

No, landlords cannot serve notices through text message, even if it is a regular source of communication as it is not considered as a valid method of service.

The valid methods of service are as follows:

- handing the document(s) to the person(s).
- handing the document(s) to an adult person in the tenant's rental unit.
- leaving the document(s) in the mailbox, or place where mail is normally delivered.
- placing the document(s) under the door of the rental unit or through a mail slot in the door.
- sending the document(s) by courier to the person(s).
- sending the document(s) by mail or Xpresspost to the last known address of the person(s)

- **A landlord may serve a notice via email if they have received consent to email service in writing.**

Q: My tenant has sublet their unit without permission. Can I terminate the tenancy immediately?

No, immediate termination is not permitted. Under section 97(1) of the RTA, a tenant must obtain consent from the landlord before subletting or assigning the unit. If the tenant sublets without permission, the landlord can serve an N5 notice, giving the tenant 7 days to correct the issue (by ending the sublet). If not corrected, the landlord may apply to the Landlord and Tenant Board (LTB) for eviction. However, the landlord cannot arbitrarily or unreasonably withhold consent to the sublet of a rental unit to a potential subtenant.

LTB Updates

- **As of October 24, 2025, all online transactions for the Landlord and Tenant Board (LTB) require Multi-Factor Authentication (MFA).**

When landlords make payments through the Ontario Public Service (OPS) payment service (CCPAY), their financial institution may require them to verify their identity using a One-Time Passcode. This passcode will be sent to the landlord's mobile device or email address on file, providing an added layer of security and ensuring a reliable authentication process.

- **Effective November 1, 2025, the LTB has updated the process of filing an L5 – Application for a Rent Increase Above the Guideline.** This application can now be filed by email. For full instructions, visit the Steps to File an L5 - Application for a Rent Increase Above the Guideline by email on the <https://tribunalsontario.ca/ltb>.

The LTB has also introduced a new Rental Unit Information (RUI) form to help accurately identify the tenant and rental unit details.

The RUI:

- is a Microsoft Excel file.
- is now a mandatory requirement when filing an L5 application.
- must be completed and submitted electronically with the application.

The LTB has also updated the L5 form and its instructions to reflect:

- the new email filing id - AGIpayments@ontario.ca
- the mandatory RUI form submission requirement
- simplified language for better clarity and ease of use.

- **Starting December 15, 2025, to join a Zoom meeting, users must now use a Windows 64-bit operating system or a compatible 64-bit web browser.** This requirement does not affect Apple MacOS computers. *This change was implemented by Zoom, not the LTB; however, the LTB remains committed to supporting users so they can continue accessing virtual proceedings.*

Users who are affected and require access to a computer or phone to attend their hearing may submit an [Accommodation Request Form](#). Accommodations or alternative arrangements may be provided when needed for reasons related to the *Ontario Human Rights Code* or concerns about procedural fairness.

This [information sheet](#) will help users confirm their Windows version and web browser version.

LSHC has a new President!

LSHC's Board of Directors has appointed a new President, Samantha Glass. Samantha has served as a dedicated Board Member for 10 years, bringing extensive experience, leadership, and organizational knowledge to her new role. We are pleased to welcome her as she steps into the position of President.

We also extend our sincere thanks to Jason McGuire, our former Board President, for his outstanding leadership and service over the past 14 years. His commitment, guidance, and contributions have been instrumental to LSHC's growth and success. We are grateful for the stability and direction he provided throughout his tenure.

Toronto Sheriff's Office Introduces Online Filing Pilot Project

Landlords can now file their eviction orders for enforcement with the Sheriff online through the Ontario government's portal: <https://www.ontario.ca/page/file-enforcement-documents-online>.

Before you submit documents online, you will need:

- a [My Ontario Account](#): if you don't have one, you will need to create an account.
- your Visa, Mastercard, or debit card to pay for the filing fees.
- your LTB file number as it appears on your eviction order.

Please note that this online filing option is currently available **only to landlords in Toronto**.

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.



LTB Survey Report Available!

In the June issue of our newsletter, LSHC invited the small landlord community to complete a survey on the challenges they face when accessing the Landlord and Tenant Board.

We received 287 responses and compiled the data into a report, which can be viewed here:

<https://landlordselfhelp.com/law-reform/>

Thank you to everyone who participated in the survey.

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