



Entering the Rental Unit

When can a landlord enter the rental unit?

The *Residential Tenancies Act, 2006* (RTA) defines the circumstances under which a landlord may enter the rented premises and establishes specific notice requirements to inform tenants of the entry.

The notice requirements to enter a unit vary depending on the landlord's reason for entering the unit,

- Emergencies - A landlord may enter the rental unit at any time without written notice in cases of emergency or if the tenant consents to the entry at the time of entry.
- Housekeeping - A landlord may enter a rental unit without written notice to clean it if the tenancy agreement requires the landlord to clean the rental unit at regular intervals and,
 - the landlord enters the unit at times specified in the tenancy agreement; or
 - if no times are specified, the landlord enters the unit between the hours of 8 am and 8 pm.
- Showing the Rental Unit - A landlord may enter the rental unit without written notice to the tenant to show the unit to prospective tenants if,
 - a) the landlord and tenant have agreed that the tenancy will be terminated or one of them has given notice of termination to the other;
 - b) the landlord enters the unit between the hours of 8 am and 8 pm; and
 - c) before entering, the landlord informs or makes a reasonable effort to inform the tenant of the intention to do so.
- Entering with Notice - A landlord may enter a rental unit after giving written notice to the tenant at least **24 hours before the time of entry**. It is recommended that the written notice be posted on the door, it must specify the reason for entry, the day of entry and a time of entry between 8 am and 8 pm. The landlord should provide an entry window (approx. 2 hours, i.e. 2-4 pm) which indicates a time frame of when the landlord will be entering the unit and must comply with the following circumstances:
 1. To carry out a repair or replacement or do work in the rental unit.
 2. To allow a potential mortgagee or insurer of the residential complex to view the rental unit.
 3. To allow for the physical inspection of the rental unit by a qualified person to satisfy a requirement imposed under subsection 9(4) of the *Condominium Act, 1998*.

4. To carry out inspection of the rental unit, if,
 - i) the inspection is for the purpose of determining whether the unit is in a good state of repair and fit for habitation and complies with health, safety, housing and maintenance standards, consistent with the landlord's obligation under subsection 20(1) or section 161, and
 - ii) it is reasonable to carry out the inspection.
 5. For any other reasonable reason for entry specified in the tenancy agreement.
- Showing to Prospective Purchasers - A landlord or, with the written authorization of the landlord, a broker or salesperson registered under the *Real Estate Business Brokers Act, 2002*, may enter a rental unit in accordance with written notice given to the tenant at least **24 hours before the time of entry** to allow a potential purchaser to view the rental unit. The written notice must specify the reason for entry, the day of entry and a time of entry between 8 am and 8 pm (i.e. 2-4 pm).

Other than handing a notice to the tenant, how can a landlord deliver the written notice to enter the premises?

The landlord may give a 24-hour written notice of entry to the tenant by:

- a) handing it to an apparently adult person;
- b) placing it in the tenant's mail box or where mail is ordinarily delivered;
- c) sliding it under the tenant's door;
- d) posting it on the tenant's door;
- e) facsimile to the residence or place of business;
- f) courier or mail with additional time added; **or**
- g) email if the person or party receiving it has consented in writing to service by email

Consent to service by email may be revoked at any time by giving notice in writing to the person or party.

Note: Only the notice of entry may be posted on the door. If you must serve any other document to a tenant, **do not** post on the door.

**Use the Certificate of Service as a guide to the proper ways to serve a notice.

What can a landlord do if after the required notice to enter has been given the tenant refuses?

The RTA does not establish a specific process for the landlord to enforce the right to enter the premises when a tenant refuses the landlord and/or his agents and representatives access to the rental unit. Landlords who are unable to gain access to the rental unit have two options:

- Document their attempts to enter the unit and issue a notice of early termination (N5) based on substantial interference with the landlord's lawful right, and/or
- Contact the Rental Housing Enforcement Unit of the Ministry of Housing at 416-585-7214 or toll free at 1-888-772-9277. They will contact the tenant and, in many situations, are able to secure tenant cooperation without taking legal action.

What can a landlord do if the tenant changed the locks?

The *Residential Tenancies Act* states that a tenant shall not change the locking system on a door giving entry to the rental unit or residential complex or cause the locking system to be altered

during the tenant's occupancy **without the consent of the landlord**. If a landlord finds out that a tenant has changed the locks without the consent of the landlord, the landlord may file an L8 Application with the Landlord and Tenant Board requiring the tenant to provide the landlord with a replacement key or pay the cost of changing the locks. The N5 termination notice can also be served. This notice gives the tenant 7 days to correct their behavior (behavior can be corrected by giving the landlord a copy of the keys or by changing the locks back), or the landlord can file an application at the Landlord and Tenant Board to terminate the tenancy.

What are the rules for a landlord who must change the locks?

A landlord shall not alter the locking system on any door giving entry to the rental unit or residential complex or cause the locking system to be altered during the tenant's occupancy of the rental unit without giving the tenant replacement keys. If for some reason the landlord finds it necessary to change the locks at any time during the tenancy, it is strongly recommended that the landlord document the event by advising the tenant **in writing, and in advance**, of the need to change the locks and provide the tenant with the new keys before the locks are changed.

Why should a landlord be cautious when changing the locks?

The need for caution stems from the potential for a tenant to misinterpret the change of the locks as an unlawful eviction. The penalties for a landlord who violates the *Residential Tenancies Act* and locks the tenant out are severe and may include rent abatement and/or a fine of up to \$50,000. If the landlord's actions prompt the tenant to vacate the premises, the landlord could be ordered to pay the tenant for the difference in rent paid for the landlord's unit and the higher rent paid for the new unit for up to one year. The landlord could also be ordered to pay the tenant any reasonable out of pocket expenses incurred with respect to moving/storage costs.

The **Residential Tenancies Act Fact Sheets** are intended to landlords better understand their rights and responsibilities. They are not intended as legal advice but rather as general information.