



# Residential Tenancy Agreement (Standard Form of Lease)

## Why are written tenancy agreements important?

Written tenancy agreements are important as they work to clearly define the terms and conditions of the tenancy. Written tenancy agreements are a way to document things such as who the parties are (landlord and tenant), the address of the rental unit, the rent amount and when it is due, and what is included (or not included) with the rental unit (i.e. parking, laundry facilities or utilities). Landlords are strongly encouraged to document the terms of the tenancy by way of written agreement, signed by the landlord and tenant, *before* the tenancy begins.

## Is a written tenancy agreement required by law in Ontario?

The law does not require landlords in Ontario to have a written tenancy agreement. However, Ontario landlords entering into a written residential tenancy agreement **on or after April 30, 2018** are required to use the **Residential Tenancy Agreement (Standard Form of Lease)** developed by the Ministry of Housing. An updated Standard Form Lease has to be used for new agreements signed on or after March 1, 2021. The forms are available at <https://www.forms.ssb.gov.on.ca/mbs/ssb/forms/ssbforms.nsf/FormDetail?OpenForm&ACT=RD&TAB=PROFILE&SRCH&ENV=WWE&TIT=2229E&NO=047-2229E>

Multi-language guides are available and provide more information about the Standard Form of Lease and include examples of legal and illegal clauses which may be used in the additional terms section.

## Who is required to use the Standard Form of Lease?

The Standard Form of Lease developed by the Ministry of Housing will apply to most residential tenancies in Ontario, including:

- Single and semi-detached houses
- Apartment buildings
- Condominiums
- Secondary units (for example basement apartments)<sup>1</sup>

## What happens if landlords do not use this Standard Form of Lease?

If landlords do not use the Standard Form of Lease when entering into a written tenancy agreement on or after April 30, 2018, they will have 21 days to provide one to the tenant after the tenant makes a written request.

If the landlord does not provide the tenant with a Standard Form of Lease after the written request was made, the tenant is allowed to withhold one month's rent, or give the landlord a 60 days' notice to end their tenancy early.

If the tenant chooses to withhold the rent, the landlord has 30 days to provide the tenant with the Standard Form of Lease. If the landlord does not do this, the tenant does not have to repay that month's rent.

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<sup>1</sup> <http://www.mah.gov.on.ca/Page18704.aspx>

Note: The tenant is only allowed to withhold **one month's rent**, and is expected to continue paying their rent for the rest of the tenancy.

**What happens if the Standard Form of Lease is provided within 21 days of the written request?**

If the Standard Form of Lease is provided to the tenant within 21 days of the written request, the tenant can decide whether or not they agree with the terms. If the tenant does not agree with the terms, they can give the landlord 60 days' notice to end their tenancy early. However, this notice cannot be given later than 30 days after the landlord provided a copy of the standard lease. The end date, or termination date, on the notice must be the end of a rental period.

**What happens if the written tenancy agreement was entered into before April 30, 2018?**

If a tenancy agreement was signed **before April 30, 2018**, the tenant cannot ask for a Standard Form of Lease unless both parties agree and new terms are negotiated on or after April 30, 2018.

Note: Contact a legal representative or Landlord's Self-Help Centre if you are unsure which terms are allowed to be renegotiated under the current law.

**Can the tenant ask for a Standard Form of Lease if their fixed-term tenancy agreement was signed before April 30, 2018 and it ends after April 30, 2018?**

No, if a fixed-term tenancy agreement was signed before April 30, 2018, and it renews to a month-to-month tenancy after April 30, 2018, tenants cannot ask for a standard lease.

For example: The landlord and tenant entered into a one year fixed-term lease that began July 1, 2017 and ends June 30, 2018. The parties do not have to use the Standard Form of Lease starting July 1, 2018 if the tenancy will continue on a monthly basis under the same terms and conditions listed in the original agreement.

However, if the landlord and tenant both agree to enter into another written fixed-term tenancy beginning July 1, 2018, the Standard Form of Lease must be used.

The **Residential Tenancies Act Fact Sheets** are aimed at helping landlords better understand their rights and responsibilities. This publication is not intended as legal advice but rather as general information.