

**2004
UPDATE**

The Tenant's Survival Manual

*Helping Tenants in Toronto
Cope With the "Tenant Protection Act"*



Federation of Metro Tenants' Associations
2004



THE TENANTS' SURVIVAL MANUAL
TABLE OF CONTENTS

Acknowledgementsiii

Introduction1

The Tenant Protection Act1

Who Does the TPA Apply To?2

Leases and Tenancy Agreements3

Paying Your Rent and Rent Increases4

 How Much Rent Do I Pay?

 When Can My Rent Be Increased?

 How Much Can My Rent Be Increased?

 When Will the Tribunal Allow a Rent Increase Greater than the Rent Guideline?

 What Can You Do When Your Landlord Applies for a Rent Increase Above the Guideline?

 Challenging Your Landlord's Rent Increase

 Examples of Challenging Your Landlord's Rent Increases

Repairs/Renovations

Extraordinary Operating Costs

Security Services

 Above Guideline Rent Increases for Individual Apartments

Illegal Rents and Charges14

 Illegal Rents

 Illegal Charges

 Parking Charges

Rent Deposits16

Evictions18

 General Information About Evictions

 Unlawful Evictions

 How to Try to Stop an Eviction

 Reasons for Eviction

 Eviction Procedure

Condominium Conversions/Demolitions21

 General Information

 Conversion to Condominium

 Conversion to Co-ownership or Equity Co-ops

 Demolition or Conversion to Non-Residential Use

 Conversion to Non-Residential Use

 Renovation Requiring Vacant Possession

Privacy24

 General Issues

 Changing Locks and Keys

 Personal Property of a Tenant



Subletting and Assignment	26
General Information	
Assignment	
Subletting	
Renting a Room and Sharing an Apartment	
Maintenance and Repairs	27
General Information	
How to Enforce Repairs	
Rent Reductions - Services and Property Taxes	31
Services and Facilities	
Property Taxes	
“Automatic” Rent Reductions	
Applying for a Rent Reduction Based on Lower Property Taxes	
The Ontario Rental Housing Tribunal	33
Filing an Application with the Tribunal	
Some Advice and Information About Filing Your Application	
Notice Periods for Applications	
Hearings at the Tribunal	35
Representation	
Attending the Hearing	
Tips on Representing Yourself	
Hearing Procedures	
The Decision	
Appealing the Decision	
Mediation - Yes or No?	
Discrimination	39
Harassment	39
Investigations	40
The Federation of Metro Tenants’ Associations	41
Working With Your Neighbours/Organizing a Tenants’ Association	42
Starting Out	
Successful Meetings	
A Word About Languages	
Forming a Tenants’ Association	
Politicians, Governments and Tenants’ Associations	44
Local Government - Still Closest to the People	
Provincial Politicians	
Federal Politicians	
Elections	
Who Can Help	46
Sample Maintenance Questionnaires	52
Ward Map	54
List of City Councillors	55



ACKNOWLEDGEMENTS

This manual was originally researched and written by Tim Welch and Associates on behalf of the Federation of Metro Tenants' Associations (FMTA), and edited by Howard Tessler of the FMTA and Kenn Hale of South Etobicoke Community Legal Services.

The 2002 edition was a collective effort by all FMTA staff members. Kenn Hale once again provided his invaluable proofreading and editing skill. Design and printing was done by The Printing Mill, Toronto - a big thank you to Tina Christine for her assistance.

This manual was produced with the generous financial support of the City of Toronto.

This manual is intended to help tenants understand and deal with the Tenant Protection Act. It is accurate as of the time of writing. **However, the manual is not intended as a replacement for legal advice.** If you have a problem, get advice from a community legal clinic or a lawyer. Our Tenant Hotline at (416) 921-9494 can also give you basic information and referrals to other people or agencies that can help you.

This manual may not, in whole or in part, be copied, photocopied, reproduced, translated, or converted to any electronic machine readable form without prior written consent of the Federation of Metro Tenants' Associations.



THE TENANTS' SURVIVAL MANUAL

INTRODUCTION

On June 17, 1998, a new law came into effect in Ontario. This law is bad news for tenants. Although it's called the "Tenant Protection Act," it takes away many of the protections that tenants have won over the past 25 years. However, it is important to remember that tenants still have rights - so don't give up hope!

The Tenant Survival Manual is intended to give tenants in Toronto a basic understanding of the law, and what it means for them. The law outlined in the manual **ONLY** applies to tenants living in Ontario.

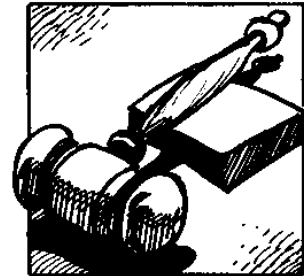
The Tenant Protection Act deals with the main issues that concern tenants:

- How high can my landlord raise my rent?
- For what reasons can my landlord evict me?
- How can I make sure my landlord keeps my apartment and building maintained?

This manual looks at those issues and many others. It also offers ideas as to how you as a tenant can protect yourself and whom to turn to if you need help.

THE TENANT PROTECTION ACT

The Tenant Protection Act (TPA) was proclaimed by the Government of Ontario in 1998. It is the main law that sets out rules for residential tenants and landlords in this province. A full copy of the TPA and its regulations can be purchased at the Government of Ontario Bookstore located at 880 Bay St. in downtown Toronto. At the time of writing, the cost was \$22.50 plus GST. The Government Bookstore can mail you a copy of the TPA for an additional shipping fee. With shipping costs the price would be \$27.82. To order a copy, phone (416) 326-5300.



Tenants can also download the TPA from the Ontario Rental Housing Tribunal's web page at www.orht.gov.on.ca. Also, have a look at the Federation of Metro Tenants' Associations' webpage at www.torontotenants.org.

Sometimes a landlord may require you to sign a lease that takes away a right set out under the law. However even if you have signed such a lease, you can't be forced to give up your rights under provincial law - **a lease cannot overrule the TPA**. For example, if you move into an apartment and sign a lease stating that tenants cannot have pets, you still have the right to own a pet in that apartment because the provincial law grants tenants the right to own a pet.

Under the TPA, decisions about evictions, rent increases, and other issues are decided by a government agency called the Ontario Rental Housing Tribunal (referred to from this point onward as the Tribunal). Landlord and tenant disputes no longer go (initially at least) through the Ontario Court.



WHO DOES THE TPA APPLY TO?

Private Market Housing

Whether you rent a house, a basement apartment, a rented condominium, or a high-rise apartment, the law covers you. The TPA also applies to residents of rooming houses in many cases.



If you share either bathroom or kitchen facilities with the landlord or an immediate member of the landlord's family, the TPA does not cover your situation. This means that if you are having problems with your landlord but you share a kitchen and/or bathroom with him, you cannot go to the Tribunal to enforce your rights. Please call the Tenant Hotline at (416) 921-9494 if this is happening to you.

Also, if you share an apartment but are not on the lease, the TPA may not cover you. Since July 16, 2001 (and the proclamation of the Red Tape Reduction Act) individuals in this situation are not considered legal tenants. If you are in this situation and having difficulties with the person who is on the lease, please call the Tenant Hotline at (416) 921-9494 or email us at hotline@torontotenants.org

The TPA also does **not** cover:

- residents of hospitals
- residents of nursing homes
- people in jail or penitentiary
- people staying in emergency shelters
- people living in student residences
- people living in other institutional facilities (such as psychiatric units)

See Section 3 of the TPA for a more complete list of exemptions.

Non-profit Housing

The TPA does not cover residents of non-profit housing co-operatives or "co-ops". The Co-operative Corporations Act governs the operation of non-profit co-ops.

While the TPA does cover tenants who live in non-profit and public housing (for issues of evictions and privacy, for example), most of the rules on rent increases do not apply to tenants in non-profit or public housing. Non-profit housing is owned by either local governments or private non-profit corporations. These corporations operate the rental buildings with the financial help of either the City or federal government. Public housing in Toronto is run by the Toronto Community Housing Company on behalf of the province of Ontario.



In non-profit housing, tenants pay either rent geared to income (30% of income) or a “market” rent. Market rents are set at a certain level based on government formulas. Market rent increases are not related to the Annual Guideline Increase as in the private housing market. In public housing, all tenants are Rent Geared to Income tenants.

Despite the fact that the TPA does not limit rent increases for tenants paying market rents in non-profit housing the rent for a market rent tenant can only be increased once every 12 months. Market rent tenants must be given at least 90 days notice of a rent increase, using a Tribunal form called an “N-1: Notice of Increase”.

Tenants who pay rent based on their income can have their rent increased at any time if their household income goes up. The TPA rules regarding one rent increase every 12 months and the 90 days notice of a rent increase do not apply to Rent Geared to Income tenants in non-profit and public housing. See Section 5 of the TPA.

There are other special rules and exemptions under the TPA regarding tenants who live in care homes. If you live in a care home you may wish to contact a specialty legal clinic such as the Advocacy Centre for the Elderly (416) 598-2656, or ARCH: A Legal Resource Centre for Persons with Disabilities (416) 482-8255, or contact your local community legal clinic for advice.

LEASES AND TENANCY AGREEMENTS

When a landlord agrees to rent to you, and you agree to move in, you have entered a legally binding tenancy agreement. A tenancy agreement does not have to be written. It can also be verbal. Your rent receipts are proof that the agreement exists (so make sure you get a receipt every time you pay your rent, *especially* if you pay cash!). The landlord cannot refuse to give you a rent receipt if you ask for one. (Sec.120)

When entering a tenancy agreement make sure you know:

1. Who your landlord is. You must be provided with the landlord’s name and address within 21 days of moving in. If you are not provided with this, you can withhold your rent until you receive it. (Sec 8)
2. How long the tenancy agreement is for (if there is a fixed term)
3. Everything you are paying for: parking, cable, hydro etc.

These factors apply if you have a verbal tenancy agreement as well.

A lease is a written tenancy agreement which sets out the rules and regulations of your tenancy, as well as the period of time for which you are promising to live there.

If you don’t have a written lease or tenancy agreement, you still have rights. All of the rules contained in the Tenant Protection Act (TPA) still apply.





Read your lease carefully before you sign it. There is no cooling off period. Once it's signed, it will be difficult to back out. If there are any clauses that seem questionable to you, call the Tenant Hotline at (416) 921-9494 or go to a legal clinic before you sign. You have some protection from illegal clauses on a lease, but it is still better to know your rights before you sign.

Leases cannot:

1. Have a "no pets" clause
2. Make you take an apartment "as is"
3. Make you pay a "security deposit" (other than last month's rent) or any other charge.

Sometimes a landlord may offer a new tenant a "rent discount" on certain conditions (such as prompt rent payment). Although as covered in the TPA (sec.121.2) this seems simple, rent discounts can end up being very complicated. Call the Tenant Hotline at (416) 921-9494 if you have any questions.

If you choose not to renew your lease after it expires, or if your landlord does not give you the option to renew, you can remain a tenant on a monthly basis. Not renewing your lease does not mean you have given up any rights. All of the terms and conditions of your original lease still apply, plus all of rules and regulations contained in the TPA. The only change is that there is no longer a fixed term, and you become a "month to month" tenant.

PAYING YOUR RENT AND RENT INCREASES



Tenants pay rent and landlords provide a place to live. This is the bottom line in the tenant and landlord relationship. But beyond this, there are many rules under the TPA that set out how rent is paid and how it can be increased.

The following information on rent rules is directed towards tenants who rent private rental housing.

It is very important to make sure you know whom your landlord is and what kind of housing you live in before you get into a dispute about your rent. As noted above, Section 8 of the TPA states that your landlord must provide you with their legal name and address within 21 days of you moving into your apartment. If the landlord does not provide this information after 21 days, you do not have to pay your rent until the landlord gives you the required information.

How Much Rent Do I Pay?

When you first move into an apartment or other rental unit, there is no longer any limit on what a landlord can charge. Also, your landlord can charge extra for services that other tenants may have included in their rent. This rental policy is known as "vacancy decontrol". (See Section 124.) Vacancy decontrol has pushed up rents in many apartment buildings by \$200 - \$300 or more per month since the TPA went in effect in June 1998.

However, after you have moved in and your rent is set, there are rules and limits on how much and how often your rent can increase.



If you moved into your current apartment before June 17, 1998 (the day the Tenant Protection Act came into effect), then your apartment has a “maximum rent” set by the government. The maximum rent may be the same as what you are currently paying - but in some cases, it may also be higher. If you moved into your apartment before June 17, 1998, you can phone the Tribunal to find out if the maximum rent is more than what you are currently paying. There is no charge for requesting this information for your own apartment. However, the Tribunal will charge you \$25 for this information (entitled a “Public Information Report”) if you are requesting it for a whole building.

Unfortunately, some landlords want to take advantage of vacancy decontrol and may try to harass their existing tenants out of the apartments, in order to increase rents.

There are some “anti-harassment” sections in the TPA that tenants can use. They are discussed in more detail in the harassment section of this manual.

If you feel that you are being harassed or intimidated by your landlord into moving out of your apartment, please contact the Tenant Hotline at (416) 921-9494, your local legal aid clinic, or the Investigations Unit of the Ministry of Municipal Affairs and Housing at (416) 585-7214 as soon as possible.

When Can My Rent be Increased?

Your landlord can increase your rent no more than once every twelve months either from the date of the previous rent increase or twelve months after you move in. The day your rent goes up, i.e. April 1 or September 1, is often called your “anniversary date”.

Your landlord must give you written notice of any rent increase **at least 90 days before your rent goes up**. If you do not get a written notice, you do not have to pay a rent increase.

One exception to this rule: if you have signed an agreement to pay more in exchange for new services or improvements, then no notice is required.

See Sections 126 and 127 of the TPA.

How Much Can My Rent be Increased?

Landlords can increase your rent once every twelve months by the annual rent guideline. Each summer, the Ontario government announces what the guideline will be for the following year. **In 2001, the rent guideline was 2.9%; 2002: 3.9%; 2003: 2.9%; and for 2004 it is 2.9%**

Landlords can apply to the Tribunal for an increase that is higher than the annual guideline. This should be given to tenants on a Notice of Rent Increase form (form NI). In applications where the landlord has applied for an increase due to Capital Expenditures, the TPA places a limit or “cap” allowing rent increases of no more than 4% above the rent guideline per year. However, increases above that 4% will be carried over to the next year or years.



In some cases, the landlord does not have to apply to the Tribunal but can still increase the rent by more than the guideline. For example, if you moved in to your apartment before the TPA came into effect (June 1998), and you are paying less than the “maximum rent,” then your landlord can increase the rent up to the “maximum rent” without applying to the Tribunal.

In this situation the landlord must still give 90 days written notice and the rent increase must occur at least twelve months after the previous rent increase.

Under the TPA, landlords cannot increase the rent they charge tenants by moving up to the “maximum rent” and apply for a rent increase above the rent guideline at the same time. For example: You are currently paying \$800 per month. The lawful rent is actually \$900 per month. The landlord has applied for a rent increase of 7%. The landlord may not implement the 7% increase. He is only entitled to increase your rent to the lawful rent at one time. Thus, the most that the landlord should be able to collect at this time is \$900, NOT \$900 (lawful rent) + 7%(AGI).

If you are facing this problem, however, it is important to note that some Tribunal members have interpreted the TPA differently and allowed for these sorts of increases. However, on a strict reading of the TPA, the position that landlords cannot get these two increases at once is supported.

See Sections 127, 129 and 135 of the TPA.

When Will the Tribunal Allow a Rent Increase Greater Than the Rent Guideline?

Your landlord can also apply to the Tribunal for an above-guideline rent increase (AGI), for the following reasons (among others):

- the landlord has made major repairs or renovations to your apartment or to your building.
- you and the landlord have agreed to a new service, such as air conditioning.
- the landlord has improved security service for the building.
- the landlord has had extraordinary (as described by the Tenant Protection Act) increases in property taxes, heating, water or hydro costs. This flawed and unfair provision has greatly harmed tenants in the last two years.

However, your landlord can receive no more than 4% above the rent guideline in any one year for repair/renovation work (capital expenditures), providing a new service in your apartment, or hiring a new security service. If your share of the landlord’s renovation costs are more than 4% of your rent, the landlord can “carry forward” the costs into the following years (at 4% above the guideline each year) until the costs are fully paid for.



If the landlord does justify a rent increase for three or four years due to the large cost of capital expenditures, the landlord does not have to reapply to the Tribunal each of those years. He merely serves a notice of rent increase indicating that the larger than rent guideline increases have been granted due to the carry forward of the original above guideline rent increase application.

For example, if the landlord does major roof and balcony repairs which would result in a rent increase of 11% above the rent guideline, you will see your rent increase by an extra 4% above the guideline until the landlord's repair costs are paid for (by you and the other tenants in the building).

In Year One, you would get a 6.9% rent hike (2.9% guideline plus 4% repairs)

In Year Two, you would get a 6.9% rent hike (2.9% guideline plus 4% repairs)

In Year Three, you would get a 5.9% rent hike (2.9% guideline plus 3% repairs)

*NOTE: the 2.9% guideline figure is based on the 2003 actual guideline.
In future years, the guideline may be higher or lower than 2.9%*

See Sections 130, 132 and 138 of the TPA.

What Can You Do When Your Landlord Applies for a Rent Increase Above the Guideline?

You do not have to pay any rent increase more than the rent guideline until the Tribunal has approved the landlord's rent increase application. (See Sec. 128) You also have the right to challenge the increase at a hearing of the Tribunal.

However, please note that if your landlord does get approval from the Tribunal for an AGI, you will be responsible to pay the extra rent increase money from the date of the landlord's proposed increase for your apartment, which may be earlier than the date that the Tribunal approves the application.

If possible, you should set aside this money so that if the Tribunal does reward your landlord with a rent increase, you will be able to pay any money owing to the landlord. You can request that the Adjudicator make sure that the back payment be spaced over a period of time and not paid in one large sum.

Challenging the Landlord's Rent Increase

Should I work with my Tenants' Association? Should I form one?

As with most landlord-tenant situations, the best response is a collective one. If you live in an apartment building, most landlords' applications for a rent increase will affect all the tenants in the building. As a group you can share the time it takes to research and review the landlord's application, and you can share the cost of possibly hiring a lawyer or agent to challenge the landlord's rent increase. The City of Toronto has also set up a fund to assist tenants in paying for a lawyer or agent to fight an AGI. Please contact our Outreach and Organizing Team at (416) 413-9442 for information and assistance in organizing a tenant association, understanding the landlord's application, and for applying for a Tenant Defence Fund Grant if your building qualifies.



However, individual tenants can still challenge the landlord's AGIs for an entire high-rise apartment building. Representing yourself at the hearing without a lawyer or agent is allowed.

How quickly do we need to decide how to proceed?

Timing is very important in dealing with a landlord's application. The TPA states that landlords only need to give notice of the hearing of the application 30 days before it is scheduled to happen. As a landlord's rent increase applications is often hundreds of pages thick, such a time limit is unrealistic to expect tenants to review and prepare an adequate response.

In some cases the landlord's representative may agree in advance to a postponement, as many of them are very busy and could use the extra time to prepare. If you don't raise your request to postpone until the day of the hearing, the landlord will almost certainly oppose the request because they are already at the hearing. You can't count on a request to postpone at the hearing.

This is why it's so important to have a Tenants' Association because some tenants will likely receive a notice of an AGI and they need to be able to share this information with other tenants through an association as early as possible. You should begin to organize your challenge as soon as tenants begin receiving Notices for a Rent Increase above the guideline. For help challenging an AGI, call the Outreach and Organizing Team at (416) 413-9442.

You can also find out if your landlord has applied for an Above Guideline Increase by checking the Tribunal's list of buildings that have had applications filed on the Federation of Metro Tenants' Associations' web site: www.torontotenants.org.

How can we learn more about our landlord's AGI application?

If you have a Tenants' Association or steering committee, you should discuss the landlord's application and try to get a basic understanding of what the application is all about. The Federation of Metro Tenants' Associations has an Organizing and Outreach Team that will assist you with setting up an association if you don't already have one. They will also analyze and explain the application and the above guideline rent increase process. Please call them at (416) 413-9442 if you live in Toronto and have received an AGI application notice.

It would be useful to have a representative of your Tenants' Association go to the Tribunal office to take a look at, or get photocopies of, your landlord's application. The Tribunal will charge you \$1.00 per page for photocopying (this cost can run to a few hundred dollars in large applications - another good reason to work together to share the costs), but there is no charge to look at your landlord's application. The Outreach and Organizing Team can help you with this.

You can look at a copy of the landlord's application by going to the local Tribunal office in which your rental unit is located. See "Who Can Help" towards the end of this Manual for the location of the Toronto Tribunal Offices.



Should we challenge the landlord's AGI application?

Even if the landlord's application is a relatively straightforward matter, it is definitely worth challenging.

For example, if the landlord's property tax costs have gone up more than the provincial average, then it is likely that the landlord will get that money as a rent increase.

However, in more complicated situations such as the landlord undertaking a number of major repairs and renovations, your Tenants' Association can challenge the landlord's application at the Tribunal hearing.

In most cases where tenants challenge the application, they are successful in reducing the rent increase.

Why should I have to pay an AGI when the landlord never does repairs in my apartment?

Even if the landlord's rent increase application is straightforward, you or your association may feel that your landlord doesn't deserve any rent increase because of poor maintenance. At the hearing of the landlord's application, the Tribunal will not listen to maintenance or repair problems.

However, tenants can decide to file their own application for an "abatement of rent" (Form T3 - Tenant application for a rent reduction or a T6-Tenant Application about Maintenance). This means that the Tribunal may order the landlord to reduce the rent because of the poor maintenance. Applications can be filed at any of the three Tribunal offices in Toronto. There is a basic \$45.00 application fee to file either of these forms. This is discussed further in the Maintenance and Repairs section of this Manual.

Who should I call for help?

The City of Toronto has created the Tenant Defence Fund to assist tenants who are disputing above guideline rent applications. The Federation of Metro Tenants' Associations, through this fund, has tenant organizers who will come to your building and help you organize to fight the AGI. As well, through this fund, a Tenant Support Grant may be available to help pay for a legal representative for your AGI hearing.

Examples of Challenging Your Landlord's Rent Increases

When considering whether to or how tenants can challenge a landlord's AGI, some of the details of the TPA must be considered.



Repairs/Renovations

When the landlord applies for a rent increase due to “capital expenditures” (repairs and renovations) tenants should consider the following issues:

A. Were the Repairs Done?

Although this may seem obvious, it is important to check to make sure that the work claimed was actually done. While some repairs, such as repairs to the boilers, may be difficult for tenants to check, others, such as the installation of new hallway carpets, are easy to check.

You can also phone the contractors who did the repair or renovation work (phone numbers are usually found on the invoices submitted by the landlord with the application) to confirm whether the work was completed, what was the exact nature of the work, and when the work was completed. Most contractors are reasonably open to discussing the work that was done.

One other capital expenditure that is important to check is the installation of new fridges and stoves. If the landlord has claimed for new appliances, the above guideline application often has a list of which apartments received new appliances. It is important for tenants to work as a group to confirm that each of the tenants actually received new appliances.



B. When Was the Work Done?

In order for a landlord to claim repair or renovation work, that work must have been completed within the 18-month period falling 90 days before the rents are to increase. This is called the First Effective Date of the rent increase.

For example, if a landlord is applying to increase rents in your building beginning July 1, 2002 due to elevator repairs and installing a new roof, those repairs must have been completed by April 2, 2002 (90 days before July 1, 2002). And the repairs must have been paid for. The work must also have been completed since October 1st, 2000. Hence, your landlord cannot apply for a rent increase in 2002 based on repairs done in 1998.

Tenants should look at the landlord’s invoices to make sure that the work was completed in the “eligible” time period.

See O.Reg 194/198, Subsection 22.

C. Are the Repairs Unreasonable?

The Tribunal may disallow repair or renovation work if it is “unreasonable”, that is, if it was unnecessary or too expensive.

The law doesn’t state what “reasonable” or “unreasonable” is, although it does state that repairs/renovations are **not unreasonable** if they:



- are necessary for the physical integrity of the building
- are necessary to maintain health, maintenance or other safety standards;
- are necessary to maintain plumbing, heating, mechanical, electrical, ventilation conditioning systems;
- provide access for persons with disabilities;
- promote energy or water conservation; and/or
- maintain or improve the security of the residential complex.

Therefore, if the roof is leaking and damaged and the landlord puts on a new roof, it is likely that the Tribunal will approve a rent increase based on the cost of the new roof.

If, however, the landlord installs expensive marble tile in the front lobby even though the existing lobby was in fine shape, tenants could challenge the rent increase as being “unreasonable.” It will be up to the Tribunal to decide whether the renovations are “unreasonable.”

See Section 138 of the TPA.

D. Was the Repair Work Done Directly by your Landlord or a Relative?

If a renovation was done by a relative of your landlord or by a company owned by your landlord, make sure the costs are comparable with the rate for that type of repair. Point out to the Tribunal that the repair work is a “non-arm’s length transaction” and demand that the landlord prove that the cost was fair (see subsection 21 of Ont. Reg. 194/98).

E. Is the Work a Major Repair or just Minor Maintenance?

Landlords are entitled to ask for Above Guideline Increases (AGIs) for “major capital expenditures”. “Capital expenditures” are major renovations, repairs, replacements or additions that will last for over one year.

“Major” is not defined in the law. Each decision of the Tribunal on this issue is independent and made by the particular adjudicator, so it is hard to know exactly what will qualify as a “major capital expenditure”.

One Tribunal decision in Vanier, Ontario disallowed any expenditures in a large building that cost under \$1,000 as they were not seen to be “major”. However, please note that Tribunal decisions are not binding on other Tribunal members.

F. How long are the repairs expected to hold up?

Ontario Regulation 194/98 sets out a “useful life” table that indicates how long the repair is supposed to last and therefore how many years the cost should be spread over. If the cost of a repair is spread over twenty years instead of ten, it will cost the tenants less amount of money each month. This table is available on the Tribunal web site at www.orht.gov.on.ca/act/index.html.

It is important to look at the exact type of repair. It may be a good idea to phone the contractor who did the work to see how long the repair is supposed to last.



Extraordinary Operating Costs

Each year when the Rent Guideline is published, there is a chart that sets out a three-year provincial average of the increases in the costs of property taxes, heat, hydro and water. This chart is available from any of the Tribunal offices.

“Extraordinary” costs mean anything above that average. If the average Ontario heating costs increased by 2%, a landlord with an increase in heating costs of 2.1% or greater could apply for an above-guideline increase.

If you or your Tenants' Association are trying to challenge a landlord's rent increase based on extraordinary operating cost increases, you should review the landlord's application to make sure that the landlord's invoices do not include any late payment penalties, or other charges.

This past year thousands of tenants faced AGIs based on extraordinary operating expenses due to a temporary spike in heating (gas) costs.

The recent controversy about hydro de-regulation posed a threat to tenants in terms of future higher rent increases.

The Outreach and Organizing Team of the Federation of Metro Tenants' Associations can help you challenge such increase applications.

Security Services

When a landlord applies for an AGI due to a new security service, you should carefully examine whether the landlord has, in fact, added a new security service. This is important because:

- A. The TPA only considers the cost of the security service to be new if the people providing the service are not employees of the landlord. For example, if the landlord starts using an existing superintendent to patrol the halls and applies for a rent increase because of the “new security service”, tenants can challenge this at the Tribunal hearing because the landlord is trying to charge tenants for the cost of the landlord's existing employees.
- B. If a landlord replaces security guards patrolling the halls and grounds of a building with video surveillance cameras, tenants may have to file a separate application, based on a “reduction of services” in order to defeat the landlord's application.

See Section 138 of the TPA.



The TPA allows a tenant and a landlord to “agree” to a rent increase on an individual basis. The rent increase could be for a new service or a renovation in a specific apartment. For example, your landlord may offer to install an air conditioner for an extra \$25 per month. No application or approval of the Tribunal is necessary.

The increase cannot be more than 4% above the rent guideline, and the agreement must be in writing and on an approved form (N-10 ‘Agreement to Increase the Rent Above the Guideline.’) If the agreement is not in writing, or the increase the landlord is asking for is above 4% of the rent you are currently paying, you do not have to pay the increase. You should advise the landlord in writing that you do not intend to pay it as it is illegal.

Tenants do NOT have to agree to any new service or renovation.

Unfortunately some landlords can abuse this. They may try to convince tenants to pay extra rent for a repair or service that the landlord is already responsible for.

As well, a landlord could try to convince a tenant to pay a lot of money for a renovation or service that doesn’t cost the landlord very much. For example, if you pay \$25 a month to the landlord for an air conditioner, over two years it may have been cheaper for you to buy the air conditioner yourself.

Sometimes landlords may try to intimidate or harass a tenant into agreeing to individual rent increases. You should talk to the FMTA or someone from a community legal aid clinic before agreeing to this type of rent increase. There is a pamphlet about this issue entitled “Should You Agree to a Rent Increase?” available from the FMTA as well as community legal aid clinics.

Even if you have agreed to this rent increase, there is a five-day “cooling off“ period in which you can reconsider the decision and cancel the agreement by giving a written notice to the landlord.

If the landlord does not provide the new service, or does not undertake the renovation after you have signed up for the new service or renovation, you can apply for a rebate of the rent increase. You must apply for such a rebate within two years of the rent increase.

See Sections 130-132 of the TPA.



ILLEGAL RENTS AND CHARGES

Even with the policy of “vacancy decontrol” under the TPA, there will still be cases of landlords collecting illegal rents and charges from tenants.

Illegal Rents

If you moved into your apartment or rented home on June 17, 1998 or later, the landlord can charge whatever rent they want. However, if the landlord later increases your rent by more than the rent guideline without the approval of the Tribunal, then you are being charged an illegal rent.

If you lived in your apartment before June 17, 1998, you can phone the Tribunal (416) 645-8080 to find out your “maximum” rent as of June 16, 1998. If your landlord is charging you more than the lawful amount, you are being charged an illegal rent.

If you discover that you have been charged too much, inform the landlord in writing that you are being charged an illegal amount and demand a refund.

If your landlord does not refund the money quickly, then you can apply to the Tribunal for a rent rebate. Fill out form T-1 “Tenant Application for a Rebate.” There is a \$45 fee for filing this application. After one year, the illegal charge becomes legal. So you need to apply immediately.

Section 144 of the TPA.

If a landlord in a building is charging one tenant an illegal rent, it is likely that the landlord is charging other tenants in the building illegal rents. Pass around information to other tenants about illegal rents through your Tenants’ Association, or by word of mouth. Remember to stress the time element to other tenants.

It may be a good idea to make a flyer giving the other tenants information about illegal rents. The FMTA’s Outreach and Organizing Team can help make up a flyer for you to distribute.

If illegal rents (or illegal charges) are widespread, you can also contact the Investigations Unit of the Ministry of Municipal Affairs and Housing (416) 585-7214 and ask them to investigate the entire building for cases of illegal rents. Filing a T-1 with the Tribunal does not prevent you from calling in the Investigation Unit.

Illegal Charges

Many apartments or rented homes have extra charges on an ongoing basis. For example, many tenants are charged an extra amount for hydro or parking.

If you moved into your apartment before June 17, 1998 and are paying an extra monthly charge, then you can phone the Tribunal to find out whether that extra charge is lawful by asking what services your rent includes.



For example if the Tribunal says the lawful rent includes hydro but your landlord is charging you an extra \$40 per month for hydro (or making you pay directly for hydro), this is an illegal charge. You can then go to the Tribunal and apply for a refund of the illegal charge. However, if this illegal charge has been collected for more than 12 months, the TPA does not allow you to apply for a rebate.

If you moved in to your current apartment on June 17, 1998 or later, then the landlord is legally able to charge you whatever rent you agree to. Your payments may include extra for hydro or use of a storage space, even though many other tenants in your building may have these services included in their rent.

However, if your landlord has stated that a service such as a storage space or parking is included in the rent when you moved in, the landlord cannot later charge you extra for that service. If the landlord charges you extra in this situation, it is an illegal charge. You should tell your landlord in writing that this charge is illegal.

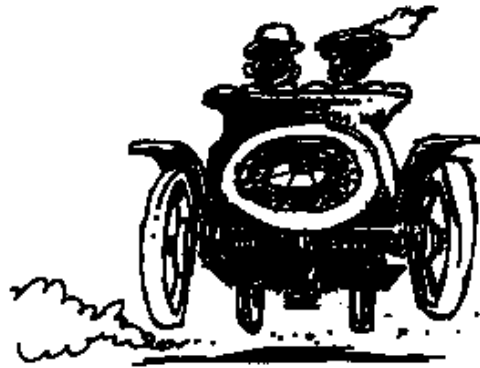
If you have already started paying this type of illegal charge and the landlord won't give you your money back, then you can apply to the Tribunal for a refund of the illegal charge. Fill out form T1 "Tenant Application for a Rebate." You can also call the Investigations Unit of the Ministry of Municipal Affairs and Housing (416) 585-7214 and ask them to do an investigation of the illegal charges.

Remember you only have one year from the date the landlord collected the illegal rent or illegal charge to apply for a refund. After one year a tenant loses this right. So it's very important to apply as soon as possible for your refund.

See Sections 140 and 141 of the TPA.

Parking Charges

One of the most common problems for tenants involves the issue of paying for a parking space when you don't own a car. For many of the tenants who moved into their apartments prior to June 17, 1998, their lawful rent may have allowed the landlord to charge an extra amount each month for use of a parking space. While it certainly seems unfair for a tenant to be paying extra for a parking space if you have no car, legally, a landlord can charge for the space.



The law does permit the landlord and tenant to agree to remove the parking space charge from the rent. You can ask the landlord to agree to remove the charge. However, practically speaking, many landlords do not want to give up the money, and they are not obligated to agree. It's certainly worth a try, though.

And if you are being charged for the parking space and the landlord refuses to let you use the space, then you can apply to the Tribunal for a rent reduction. Such an application would be based on the landlord "withdrawing" a service which the tenant is paying for.



For example, you are entitled to sublet the space you are paying for at an equivalent rate to what you are paying, and the landlord cannot take away the space that you are paying for. Also, if you have a family member with a car coming to stay with you for a few weeks, then the landlord cannot legally deny you the use of your parking space for your guest.

This type of dispute around parking charges is not likely to occur if you moved into your apartment on June 17, 1998 or later due to the policy of vacancy decontrol. This allows the landlord to charge whatever they want for the parking space.

See Sections 134 and 142 of the TPA.

RENT DEPOSITS

Your landlord can ask you for a rent deposit before you move in to your apartment. This deposit can be no greater than one month's rent if you pay the rent on a monthly basis, and one week's rent if you pay the rent on a weekly basis. The landlord cannot ask for a last month's deposit once you have moved in. If they do, just say No!

Always ask the landlord or superintendent for a receipt when you pay a rent deposit. Also ask for a receipt each time you pay your rent, whether you pay in cash or by cheque. The law entitles you to a receipt, and receipts can be very helpful if you get into a dispute with your landlord.

It is against the law for a landlord to ask you for any other deposit such as a damage deposit or non-refundable key money. In the case of deposits for keys or "swipe cards" the landlord can only charge what is the direct cost of replacement of such items.

If you have paid an illegal deposit, and the landlord won't give you your money back, apply to the Tribunal for a refund.

Your landlord is required to pay you 6% interest once a year on your rent deposit. If your landlord doesn't pay you this interest each year by your anniversary date, you have the right to deduct it directly from your next rent cheque. In 1999 a landlord was convicted of failing to pay the interest on the last month's deposit and was fined \$2,000. Make sure and put your request for the last month's rent deposit interest in writing before you deduct it from your rent. A sample letter is given on the next page. In the letter, as you will see, you should make reference to Subsection 118(7) of the TPA.

Your landlord can ask for an increase on your rent deposit each time the rent increases, in an amount that will bring the security deposit up to the level of your new rent. Some landlords may deduct the increase in the rent deposit (for example 2.9% based on the 2003 guideline) from the 6% interest they owe you.

It's a good idea to check with other tenants in the building, or with your Tenants' Association, to see if the landlord is paying the interest on the rent deposit. If not, your association should let every tenant in the building know of their right to interest on the rent deposit. See Sections 118 and 120.



YOUR NAME: _____

ADDRESS: _____

DATE: _____

LANDLORD'S _____
NAME AND _____
ADDRESS: _____

Dear _____ ,

It has been more than one year since I was paid interest on my rent on my rent deposit.

Under subsection 118(6) of the Government of Ontario's Tenant Protection Act, you are supposed to pay me 6% interest once a year on my rent deposit.

As you have not done so, and in accordance with subsection 118(7) of the Tenant Protection Act, I will deduct the interest owing, which is \$ _____ off my rent cheque _____ for the month of _____ .

Sincerely,



EVICTIIONS

General Information About Eviction

In 2001, 60,853 province-wide landlord applications to evict tenants were filed with the Tribunal. The TPA was designed to process evictions more quickly than the previous legislation. Tenants must be aware that if they find out the landlord is starting the process to evict, they must act quickly to protect their rental homes.

However, there still is a process for evictions and there still must be valid reasons for a landlord to legally evict a tenant.

Unlawful Evictions

The TPA clearly states that a landlord cannot evict you from your rental apartment or house, unless the Tribunal has authorized the eviction. Such evictions are carried out by the Sheriff's office. You cannot lawfully be evicted directly by the landlord.

How to Try to Stop an Eviction

It is often possible to prevent getting evicted - IF YOU ACT EARLY! Many sections of the TPA give circumstances where a tenant can stop eviction proceedings, for example, by paying the landlord any money owing. There are programs available to assist some tenant households facing eviction due to rent arrears/lack of rental payment.

Tenants eligible for social assistance may qualify for either the City of Toronto's Shelter Fund or a Community Start up Grant. Please contact your social worker directly or call Central Hostel Intake at (416) 397-5637 for more information, resources, advocacy on this issue, or for admission to a shelter. Tenants with rent arrears who are not receiving social assistance may be able to receive a repayable loan from a rent bank program funded by the City of Toronto and administered by Neighbourhood Information Post. Please call (416) 924-3862 for more information about the rent bank that assists single parent led families who are working or receiving Employment Insurance.

If you receive a notice of termination (often called an eviction notice), seek out advice immediately; either from the FMTA, your local community legal clinic or from a lawyer. Do not wait to get any further notices. You may also wish to call the Tribunal at (416) 645-8080 or visit their website at www.orht.gov.on.ca.

PLEASE READ!!

If your landlord applies to the Tribunal to terminate your tenancy, you MUST tell the Tribunal IN WRITING within five days of receiving a copy of the application that you plan to dispute the application. If you don't tell the Tribunal this IN WRITING, there will be NO HEARING and the landlord will be quickly granted an eviction order (usually called a default order) by the Tribunal.



A word about pets: - If your Landlord tries to evict Fido or Fluffy, FIGHT BACK!

You cannot be evicted for having a pet unless it causes problems for other tenants in the building.

Even if you signed a lease which states that no pets are allowed, you cannot be evicted for simply having a pet. Sections 15 and 16 of the TPA specifically void any "no pets clause" in any lease.



Unfortunately, due to vacancy decontrol, many landlords can make more money by getting the current tenant out of the apartment. This may lead to some landlords giving tenants invalid notices of termination as a means of harassing a tenant out of the apartment.

Please go to the section of this manual on harassment if you are in this situation.

Also see Section 41 of the TPA.

PLEASE NOTE: It is possible to be evicted any time of the year, even in winter. Many people believe that it is "illegal" for landlords to evict during the winter months. This is NOT TRUE!!

Reasons for Eviction

You may be legally evicted under the TPA for the following reasons:

- you have not paid your rent.
- you have "persistently" paid your rent late. There is no definition of "persistently" - so technically, after a very few times of paying your rent late, the landlord could apply to evict you.
- your landlord or certain members of your landlord's family needs to live in your rental unit This does not apply if the building is owned by a corporation.
- a purchaser or immediate members of the purchaser's family decides to move into your unit. This does not apply if the building has more than three units.
- you or your guests commit or are accused of committing illegal acts on the premises.
- you or your guests "willfully or negligently" cause damage to the building.
- you or a guest "substantially interferes with the reasonable enjoyment" of the building by other tenants or the landlord. This means such things as making a lot of noise, partying loudly late at night, etc.
- your apartment has more people living in it on a regular basis than allowed by health, safety, or housing standards laws.
- you are a tenant in social housing and you misrepresent your income.

See Sections 51, 52, 61, 62, 63, and 64 of the TPA.



Eviction Procedure

These are the steps that must take place before you can be legally evicted.

1. Your landlord gives you a written Notice of Termination - this must include the reasons for eviction, the date you are being asked to leave, and a clear statement that you do not have to leave by the termination date in the Notice.
2. Your landlord applies to the Tribunal by filing an Application to Terminate a Tenancy - your landlord must give you a copy of this application and a Notice of Hearing.
3. You must file a written dispute with the Tribunal after receiving an Application to Terminate a Tenancy. **If you do not file a dispute within 5 calendar days of receiving the application to Terminate a Tenancy, the Tribunal will make an eviction order and a hearing may not take place.** This Dispute form is attached to the Application to Terminate a Tenancy.

If you didn't file a written dispute in five days, it is possible to get the eviction order "set aside" if you act quickly. You must use the Tribunal "set aside" form. **A possible reason for granting a set aside motion is if the landlord did not give you a copy of the application to terminate a tenancy.** If you want to try and get a "set aside," get legal advice. You may want to speak directly to the Tenant Duty Counsel located at the Tribunal offices.

4. If you file a dispute (by either dropping it off to the Tribunal, faxing or mailing it in), the hearing will take place (see the section in this manual about the Ontario Rental Housing Tribunal for more details about hearings) and the adjudicator will either allow you to stay or will issue an eviction order.
5. The eviction order gives the landlord the right to take possession of your apartment on a certain date. If you do not move out, your landlord will have to apply to the sheriff. The sheriff will usually give you his own notice a few days before carrying out the eviction.
6. If you do not move out by the date in the eviction order, the sheriff, and only the sheriff, can change your locks and force you to leave.
7. Once the sheriff has enforced the eviction order, the landlord only has to wait 48 hours before selling or disposing of any of the possessions left behind in the rental unit. However, by law you are entitled to be let back into the apartment during those 48 hours and remove your possessions.
8. As long as a new tenant has not taken possession of your old unit, the Tribunal can order the landlord to allow you back into the unit if they are convinced that the original order was issued either in error, or if you have complied with the terms of the order and the landlord enforced it anyway.

Currently, the Advocacy Centre for Tenants - Ontario (ACT-O) has proposed a number of changes to the Tenant Protection Act, including changes which would prevent unfair and unjust evictions.



General Information

The TPA sets out rules for evicting tenants where the landlord decides to demolish the rental unit or building, and rules respecting the rights of tenants who occupy units that are converted to condominiums.

The City of Toronto also has policies which deal with conversions or demolitions of rental housing. If you want to know these policies, please refer to the new City of Toronto Official Plan, section 3. The new Official Plan is currently proceeding through the approvals process and is posted on the City's website at www.toronto.ca

Conversion to Condominium

Converting a rental apartment building or rental townhouse complex to a condominium (individual ownership of the apartment or townhouse) usually means the owner can make more money by selling off units, so there will continue to be pressure for conversions to happen.

If your landlord wants to convert your rental apartment building to a condominium, the City of Toronto will not consider approving the condominium application unless the vacancy rate has been 2.5% or higher for at least the prior two years (the current vacancy rate in Toronto is 2.4% as of October 2002) or if all the units in the building have high-end rents at the time of the application.

Generally, tenants in condominium units are more likely to be evicted because the owner wants personal use of the unit, than tenants in buildings that are not condominium registered.

If the City approves or cannot stop the conversion of your rental apartment building to a condominium building, and the condominium becomes legally registered (meaning each residential unit in the building can be individually bought and sold), the TPA sets out rules for the existing tenants in the building.

If you were a tenant before the condominium building was registered:

- You cannot be evicted on the basis of the new condominium owner wanting to move into the unit (your apartment) they have bought. You can continue to rent your apartment or townhouse for as long as you wish. If you continue to rent your apartment when your building has been converted to a condominium the rules regarding rent increases, as set out earlier in this manual, stay the same.
- You have the "right of first refusal" to purchase your unit. This means that if the landlord receives an offer for your unit that the landlord finds acceptable, the landlord must then offer the unit to you to buy on the same terms. The landlord must give you at least 72 hours notice to match the offer.



It is important for tenants to know whether or not they live in a condominium registered building as it may impact on their security of tenure. Tenants can check if and when their building was registered as a condominium by going to the Land Titles Office, 20 Dundas Street West, 4th floor, Toronto; telephone (416) 314-4430.

As of January 2002 there was a \$5 fee for searching for condominium registration information.

There are a few minor exceptions to the conversion rules based, for example, on when the building was registered as a condominium. This information is contained in the regulations of the TPA. Please contact the Tribunal for a copy of the regulations in this area, or if you have questions.

See Section 54 of the TPA.

Conversion to Co-ownership or Equity Co-ops

“Equity Co-ops” or “Co-ownership buildings” are similar to each other but they are different from condominiums. In an equity co-op building, instead of legally owning a specific unit (as is the case with a condominium), a purchaser buys a share in the building which may give the purchaser the right to occupy a unit. Individual units are never registered and they cannot be individually bought - instead purchasers buy shares in the entire building and property.

There is an “occupancy agreement” or “tenancy agreement” among the various owners that allows each owner to occupy “their” unit.

Conversion of rental buildings to equity co-ops is no longer limited, as it was before June 1998 when the Rental Housing Protection Act was in effect.

However, there are special rules that protect tenants of equity co-operatives and co-ownerships from personal use evictions. If you live in such a building, contact the Tribunal or FMTA for more information about your rights.

Experience in the City of Toronto has shown that many of the people, who were often tenants, who bought into equity co-operative or co-ownership buildings have run into numerous problems (e.g. not being able to secure refinancing). For these reasons, prospective shareholders are advised to consider this option with much caution.

Demolition

If the landlord wishes to demolish rental housing, he must have all his plans approved before the Tribunal will order an eviction. This includes approval of a demolition permit and an amendment to the zoning by-law by the municipality. The City of Toronto’s position is that existing rental housing should be preserved, and replacement of rental housing and assistance for tenants are required on rezoning approvals.



The City does not have the legal right to prohibit demolition of rental housing - this right was taken away when the Province repealed the Rental Housing Protection Act in June 1998.

Rules for eviction due to demolition are set out in Sections 53 and 55 of the TPA.

1. The landlord must give at least 120 days notice to the tenants that the rental building will be demolished or converted.
2. For buildings with five units or more, the landlord must pay the tenants three months rent as compensation or offer the tenant another unit that is acceptable to the tenant.

These two provisions do not apply if the building has been ordered to be demolished under the authority of any other law.

In a demolition situation, the Tribunal will not order the eviction unless the landlord has obtained all the necessary permits and approvals that allowed the demolition.

If you receive an eviction notice for demolition, you should contact the City Planner for your area to determine whether or not the necessary municipal approvals have been issued. The Planner's name and number can be obtained by calling Access Toronto (416) 338-0338.

Conversion to Non-residential Use

In order to convert a rental building to a non-residential use, the landlord may require a building permit, an amendment to the zoning by-law, and/or other approvals to permit the new use.

The rules for eviction due to conversion to non-residential use (for example, an apartment building being converted to offices) are the same as the rules for eviction due to demolitions, i.e. the landlord must give at least 120 days notice to the tenants, and in a building with at least 5 units, the landlord must also provide compensation of three months rent or equivalent accommodation acceptable to the tenants.

In a conversion situation, the Tribunal will not order the eviction unless the landlord has obtained all the necessary permits and approvals that allowed the change of use of the building.

If you receive an eviction notice for conversion to non-residential use, you should contact the City Planner for your area to determine whether or not the necessary municipal approvals have been issued. The Planner's name and number can be obtained by calling Access Toronto (416) 338-0338.

Renovation Requiring Vacant Possession

The TPA will further reduce the supply of affordable rental units by allowing landlords to evict tenants by reason of carrying out extensive renovations that require the tenant to move out.



Section 55-57 of the TPA contains rules for evictions due to renovations:

1. The landlord must give at least 120 days notice to tenants to leave the building due to renovations.
2. The repairs or renovations must be so extensive that they require a building permit and vacant possession of the unit.
3. A tenant may request to move back into the apartment once the renovations are complete, at a rent no higher than if the tenant had not moved out (the rent is not de-controlled).
4. For buildings with five units or more, the landlord must pay the tenants three months rent as compensation or the landlord must offer the tenant another unit which is acceptable to the tenant. If the renovation will take less than three months, then the returning tenants are only required to be compensated for the length of time they are out of the apartment.
5. Compensation is not required if the repair or renovation is required under the authority of the TPA or any other law.

There are many concerns surrounding evictions due to renovations:

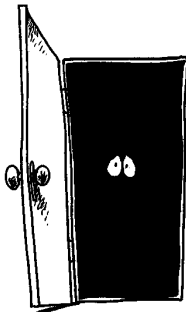
For example, with vacancy decontrol, if a landlord manages to get an apartment vacant, and the original tenant does not return, the landlord can rent the renovated apartment at a much higher rent.

Even if the tenant moves back in at the same rent, the landlord may apply to the Tribunal for a rent increase to pay for the renovation.

There is also the question of whether renovations are actually so extensive that the tenant must move out.

A tenant served an eviction notice due to renovation should contact the FMTA Tenant Hotline for help.

PRIVACY



General Issues

Your landlord must give you **24 hours written notice** before entering your apartment. The written notice must tell the time of entry (between 8:00 in the morning and 8:00 in the evening) and the reason for coming into the apartment.

No notice is required in cases of emergency, such as a fire.

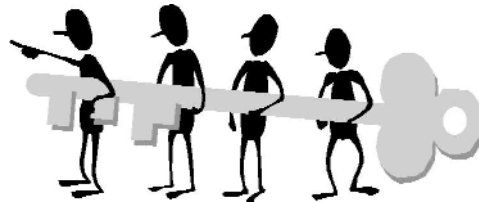
If a notice of termination has been issued, your landlord is allowed to enter your apartment without prior written notice. The TPA states that the landlord is supposed to make a reasonable effort to tell the tenant that he is entering the apartment. However, there is no definition of “reasonable”.



If you suspect that the landlord is issuing notices of termination and then entering your apartment to harass you, contact the Tenant Hotline, your local legal clinic or the Ministry of Municipal Affairs and Housing's Investigations Unit. If your landlord has illegally entered your apartment, you can apply to the Tribunal seeking an order stopping the landlord from entering illegally and/or to reduce your rent in compensation.

See sections 20, 21 and 22 of the TPA, and also look at the **Harassment** section of this manual.

Changing Locks and Keys



Many tenants believe that they have the “right” to change the locks without notifying the landlord.

Unfortunately, this is not true. Under the TPA, you can only change the locks on your apartment if you first obtain permission from your landlord. If you do change the locks without permission, your landlord can apply to the Tribunal requesting an order that you provide a key, or that you pay the landlord to change the locks.

This rule includes installing an additional deadbolt or chain lock on your door. A recent Tribunal decision for 25 St. Mary allowed tenants to keep deadbolt locks they had installed (this decision is currently under appeal by the landlord). You can legally install a door alarm without obtaining permission from the landlord.

If you lose your keys (or key card), your landlord can charge you a replacement cost, but this charge cannot be any more than the actual cost of replacing the keys or card. Your landlord can also ask you for a refundable key or card deposit, which is NO greater than the expected replacement cost.

Further, your landlord also has the right to change the locks on your apartment without your permission, although you must be given a copy of the keys. This is yet another example of the unbalanced approach of the TPA against tenants. However, if your landlord changes the locks and does not give you the keys, this is an illegal eviction. Only the sheriff has the power to change the locks, - and the sheriff can only do so after your landlord has applied to the Tribunal to evict you, and has received an Eviction Order.

If you have been illegally locked out, get legal help immediately. An adjudicator at the Housing Tribunal can rule to:

- Order the landlord to provide a key,
- Reduce the rent,
- Charge the landlord a fine,
- Compensate you for any damage to your property that occurred during your absence (spoiled food, dead plants, etc.)

See Section 23 of the TPA.



Personal Property of a Tenant

A landlord cannot take your personal property just because you haven't paid your rent. This is theft!

However, if the landlord believes that you have abandoned your apartment, the landlord can dispose of your property. The law does not define "abandoned". A landlord cannot consider your apartment "abandoned" if you are still paying the rent.

If you have been evicted, you MUST get your personal possessions out of the apartment within 48 hours of the eviction. Otherwise, the landlord can dispose of them or sell them.

See Sections 31 and 42 of the TPA.

SUBLETTING AND ASSIGNMENT

General Information

Any subletting or assignment of your tenancy now requires the landlord's permission. The TPA clarifies the difference between an assignment of a tenancy and a sublet. The TPA makes the same rules for all tenancies in private market housing. Tenants of public and other subsidized housing don't have the right to assign or sublet, even if they are paying market rent.

Assignment

An assignment occurs when a tenant permanently leaves their apartment and gives up their rights and responsibilities to another person.

A landlord can refuse to let you assign your tenancy. If the landlord refuses to let you assign your tenancy, he or she must have a good reason to turn down a particular person. You can apply to the Tribunal in a dispute over the landlord's reason, and the Tribunal can override the landlord's decision. Fill out form A2 - Application about a Sublet or Assignment.

If your landlord refuses, you can give 30 days notice and move out without further responsibility.

Subletting

A sublet occurs when one tenant moves in for a limited time, with the original tenant planning to return, at the end of a six-month trip, for example. The landlord must have a good reason to refuse to let you sublet your apartment. You can apply to the Tribunal for a review of the landlord's reasons. If you sublet without your landlord's permission, the landlord could apply to evict the "unauthorized occupant" as well as evict you for not receiving the landlord's permission to sublet. However, the landlord must submit this application no later than sixty (60) days after the landlord has discovered the "unauthorized occupancy. (see sec. 80)



The original or “head” tenant cannot charge the sub-tenant more than the lawful rent. The sub-tenant can be evicted by the head tenant or the landlord if they do not move out at the end of their term.

In this situation, vacancy decontrol does not kick in (although it will come into play if the sub-tenant tries to stay beyond the end of the lease). Also in this situation, the original tenant does keep some responsibilities. For example if the sub-tenant doesn’t pay the rent as arranged, then the original tenant is legally responsible for that payment to the landlord.

See Sections 17, 32 and 33 of the TPA

Renting a Room and Sharing an Apartment

If you rent a room and share either the kitchen or bathroom facilities with the owner or member of the owner’s family, then the TPA does not cover you. The landlord can evict you at any time without any notice or raise the rent by any amount at any time. If you decide to share an apartment, it is a good idea to put your agreement in writing.

The same situation applies if you are sharing an apartment with another tenant and are not listed on the lease. You have no legal rights as a tenant. However, the individual on the lease cannot charge an amount to a person sharing the rental unit that would together amount to more than what the landlord is lawfully charging for the unit.

See Sections 3 and 140 of the TPA.



MAINTENANCE AND REPAIRS

General Information

You pay rent. In return, your landlord is obligated to keep your apartment and your building maintained in a good state of repair. The state of your living space should be kept in compliance with local health, safety, housing and maintenance standards. See Section 24 of the TPA.

However, the unfortunate reality is that many landlords do not maintain the apartments that they rent out. Tenants are often forced to become proactive about getting the repairs they deserve done.

How to Enforce Repairs

So, what can you or your Tenants’ Association can do about a landlord who will not do repairs?

There are a number of steps that tenants can take to get action on a repair complaint:

A. Write it down!

If the repair problem continues and escalates into an application to the Tribunal (form T6 - Tenant Application about Maintenance), it will be very important to have a written record of your efforts to get the landlord to carry out repairs.



Thus, if something needs repair, you can ask the landlord or superintendent to take care of it, but put the request in writing, with a date on it, and keep a copy of it for yourself. See the section on Maintenance and Repairs in this manual for sample maintenance request letter.

In addition to writing to the landlord, it is a good policy to have photographs that are date stamped of the repair problem.

If your landlord's repair policy is to fill out a maintenance request form, make a photocopy of the form, with a date on it, and keep it in your files. If the landlord does not respond to your request or take care of it within a reasonable time (a week is a good benchmark for a non-emergency repair), you should...

B. Call the building inspector

Call in a property standards inspector from the City's Municipal Licensing and Standards Division. A list of property standards phone numbers is found in the Who Can Help section of this manual.



In many cases a visit from the inspector and a notice of property standards violations will convince a "lazy" landlord to get the work done. Even if no work is done, a written record by a government official will help prove your case if you need to take it further. Ask for a copy of the building inspector's report when it is made. If they refuse to provide you with a copy of the work order, you could file an Access/Correction Request with the Corporate Access & Privacy Office of the City of Toronto. There is a \$5.00 filing charge. Expect a 30-day waiting period for the report requested.

If the problem you're dealing with concerns the common areas of the building (hallways, lobby, elevators, etc.), your Tenants' Association (or a number of tenants) should request the property standards department to do a complete inspection of the building. This request should be in writing.

C. Call your City Councillor

At the same time as you request the property standards inspection, a few representatives of your association should visit your city councillor. You should tell the councillor about the maintenance problems in your building and you should let them know that you have contacted the property standards department. You might get quicker results if you can get your local politician to help you.

You may wish to invite your councillor on a "maintenance tour" of your building. And you should ask your councillor, for a copy of the property standards inspector's report., even if you have already asked the building inspector's department for a copy.

These reports are public information, and could be crucial evidence if you or your association have to apply to the Tribunal due to the lack of repair.



D. If nothing changes, call the building inspector again

The notice of violation will usually give your landlord time, often 60 or 90 days, to do the repairs. If the landlord hasn't done the repairs in the time allowed, call back the inspector for a return visit. The inspector should then issue a "work order" for all repair problems that are property standards violations.

Even though the City is willing to wait two or three months for the landlord to do the repairs, this doesn't mean that you have to continue to live with disrepair. You are free to file at any time for a rent rebate with the Tribunal. This will be discussed in some detail right below.

In some cases, the City will take the landlord to court for failing to comply with the property standards work orders. However, only a few cases are brought to trial and any fines ordered by the court are usually quite small.

E. Seek a rent break for your inconvenience

Once you or your Tenants' Association have had an inspector in the building, if the landlord has not started to do the repairs, you should consider filing aT6 (a Tenant Application about Maintenance) with the Tribunal. The Tribunal can award you financial compensation for the lack of repair. This is often based on a percentage of the rent paid.

Your landlord is obligated to keep your apartment or building in a good state of repair. The Tribunal has the authority to grant an abatement (a break on your rent) if this is not done. As well, the Tribunal can order that the landlord do the required repairs within a specific time and at the landlord's cost.

Please note that there are certain limitations on rent abatements. The Tribunal can only order an abatement for repair problems, which occurred within **one (1) year prior to the filing of the application**. Make sure to file your application as early as possible to avoid missing this limitation date.

As an individual tenant, you cannot automatically add all other tenants in the building to your application for an abatement. However, two or more tenants can file an application together if each tenant applying signs the application.

Please note that only tenants who file or sign an application will be eligible for a rent abatement. Thus, if another tenant in your building gets an abatement for disrepair in the common areas of the building, this abatement will not be applied to you or other tenants experiencing the same problem automatically.

These rules make it important for tenants to band together to help one another out. Tenants' Association cannot get an abatement for repairs for the whole building unless everyone in the building signs their application!

There is a \$45 fee for filing an application. Other tenants can join the application for an additional \$5.00 up to a limit of \$450.00.

See Section 31 and 173 of the TPA.





You may feel tempted to withhold money for your inconvenience or the cost of repairs you have done yourself from your rent. Please be warned that if you do this, your landlord could apply to evict you for non-payment of rent - it might be better to try these steps instead.

Jane Tenant
100 Anywhere St.
Apt. 402
Toronto, Ontario
X0X 0X0

February 19, 2001

Reliable Property Management
100 Anywhere St., Suite 101
Toronto, Ontario
F1X 1T0

Dear Landlord:

In early October, I noticed a leak in the toilet tank which was dripping on the floor. I told the superintendent about it at that time but there has been no one around to fix it. I have put pots under the toilet to catch the leaks but when I am out at work, the water in the pot flows over onto the floor. The tiles in the bathroom floor have now started to break up.

Please send someone to repair this right away.

Sincerely,

Jane Tenant



Services and Facilities

You may have experienced a “reduction in services” by your landlord. For example, your landlord might have permanently closed the swimming pool, party room or other common areas in your building, or reduced the hours of security patrol.

If this is the case, tenants should apply for a reduction in rent based on a reduction in services. **Apply quickly** - if you do not apply within a year after the reduction in service took place, you lose your right to an abatement in rent.

While the Tribunal can order that the rent can be reduced, it will generally not order that the landlord start providing the full service again.

Also, the Tribunal is not obligated to add all tenants in the building as parties to applications involving the reduction of a common service. This means that some important organizing work will have to be done by your Tenants' Association in order for everyone in the association to benefit from a rent reduction.

To be included in this type of application a tenant must either file an individual application or sign on to an existing application. Group applications from a number of tenants are possible in this circumstance and can reduce the costs of filing. After paying the initial filing fee of \$45, it costs \$5 per extra tenant signing on to a group application. At the hearing you can ask that costs be awarded to the tenants-that the landlord pay the application fee.

You might also consider arguing at the hearing that all tenants should be added as parties as the issues in the application directly affect them. However, some rulings from the Tribunal have not accepted this argument - so, practically speaking, it is probably best for those tenants who want rent abatements to file or sign on to an application.

See Section 142 of the TPA.

Property Taxes

The TPA treats rental buildings in different ways when it comes to the issue of property tax decreases. The TPA states that if the taxes on rental buildings decrease by 2.5% or more, tenants can automatically reduce their rents.

The TPA also allows tenants to apply for a reduction in rent if the property taxes for their building have decreased. See section 143 of the TPA.

“Automatic” Rent Reductions

Some short-term benefit for some tenants might be available under Section 136 of the TPA.



This section allows tenants to reduce their rents when the rental buildings in which they live has a property tax decrease between two consecutive years. The section states that if the property taxes for a building go down by more than 2.49%, tenants in that building can automatically reduce their rents without applying to the Ontario Rental Housing Tribunal, but if the tax decrease is less than 2.49%, the tenants must apply to the Tribunal to get their rents reduced.

Municipalities, including the City of Toronto, are required to tell all tenants of rental buildings having more than six units and tax decreases of more than 2.49% about the rent reduction. The TPA sets the amount of rent reduction at 20% of the percent of property tax decrease. This assumes that, on average, 20% of rent goes towards paying property taxes.

Before December 15 of each year, notices from the City will be mailed out to qualifying tenants that, due to the property tax decrease in the building that year, tenants can reduce their rents as of December 31 of that year.

Tenants do not have to apply to the Tribunal to take this reduction. Tenants do not have to have their landlord's permission to take this reduction although it is generally a good idea to inform your landlord why and by how much you are reducing your rent.

If you have a good relationship with your landlord and are paying less than the maximum rent you might want to discuss this issue before you decide whether to reduce the rent.

The decrease in property taxes could be due to a change in assessment or to an actual property tax cut. Unfortunately, landlords will be able to increase the rent back to where it was (or more!) the next time the rent can be increased if you are paying less than the maximum rent or when a new tenant moves in.

Tenants who live in rental buildings or houses (including those who live in rented condominium units) with 6 units or less, which have a property tax decrease of more than 2.49% are also eligible for automatic rent reductions. Municipalities are not required by the TPA to notify the tenants in such buildings. Nevertheless, since 2001, the City of Toronto has adopted a policy to mail a notice to tenants in these buildings. The City has also arranged with the FMTA's Tenant Hotline to answer inquiries from tenants regarding information about their rent reductions based on the property tax decreases in their buildings.

To calculate the rent reduction, tenants find out the percentage of property tax reduction, multiply it by 20% (according to the TPA 20% of rent collected is spent on property tax) and then multiply the percentage by your monthly rent.

For example if your rent was \$800 per month and the landlord had a property tax reduction of 4.0%, the amount of monthly rent reduction would be \$6.40.

$$4.0\% \times 20\% = 0.8\%$$

$$\$800 \times 0.8\% = \$6.40$$



You or your Tenants' Association should check each year to see if the building's property taxes have gone down. If the property tax decrease is 2.49% or less, you can still have a rent reduction; however, you must apply to the Tribunal to get the reduction.

Even if the rent reduction is modest and would result in savings to you of \$2 per month, for example, each tenant involved in such an application would save \$24 per year as long as they remain in their apartment. That can add up to a lot of extra money going to the landlord!

To be included in this type of application you must either file an individual application or sign on to an existing application. **It is important that tenants actually sign the application if they want to be certain of being included in any rent reduction.**

Group applications from a number of tenants are possible and can reduce the costs of filing. After paying the initial filing fee of \$45, it costs \$5 per extra tenant signing on to a group application. Since apartment buildings are now assessed as a whole (rather than to individual units), you could make an argument to the Tribunal that all tenants of the building should be added as parties (and therefore able to have their rent reduced) when an entire building has its property taxes reduced.

Section 174 of the TPA allows the Tribunal to add as parties any tenants directly affected by the application.

Tenants can apply for the rent reduction following the year the property taxes decreased. For example, if the property taxes for your building are lower in 2002 than they were in 2001, you have to apply between January 1, 2003 and December 31, 2003.

Any reduction in rent due to a property tax decrease will not take effect until the beginning of the month following the date of application. For example if you filed an application on January 17, 2003 and were successful in the application, the reduction would take effect on February 1, 2003.

THE ONTARIO RENTAL HOUSING TRIBUNAL

The Ontario Rental Housing Tribunal (the Tribunal) decides most landlord-tenant disputes such as those involving evictions, privacy, rent increases as well as many other issues.

The Tribunal process allows those people involved in a dispute to have a hearing to present their side of the case.

The hearing is conducted by an adjudicator who hears the evidence presented by both landlord and tenant and then makes a decision. A decision may be in writing and may take many weeks to be issued, or a decision may be given immediately and orally at the end of the Tribunal hearing.

In some situations a case may be resolved by mediation (see Mediation - Yes or No? in this manual for more information).



Filing an Application with the Tribunal

An application may be filed at the Tribunal to resolve a number of issues as provided for in the TPA. The application may be filed by a tenant, a landlord or by someone acting on behalf of a tenant or landlord.

Some Advice and Information About Filing Your Application

- The application must be filed on the correct form. Forms can be obtained from any office of the Tribunal (see Who Can Help? for a list of Tribunal offices in Toronto). Applications can also be downloaded from the Tribunal web site at www.orht.gov.on.ca/public/index/html
- The application must be filled out properly, signed and dated before it will be accepted at the Tribunal office.
- There are fees charged by the Tribunal for filing most applications. At the time of writing, the Tribunal was charging an individual tenant \$45 for an application involving a reduction of service or lack of maintenance. Please note that tenant applications concerning harassment issues, tenant rights, and whether the landlord has acted in bad faith, have no fee.
- If the applications are filed by a group of tenants then the fee is \$45 for the first tenant and \$5 for each additional tenant who has signed the application up to a maximum of \$450.
- You are responsible for giving a copy of the application and a notice of the hearing to your landlord.
- You are also responsible for filing a “certificate of service” with the Tribunal to prove that your landlord received a copy of the notice of hearing and the application. This is done by filling out the certificate of service form provided by the Tribunal. This certificate can be taken to or faxed or mailed to any Tribunal office, although it’s best to bring it to the office which covers the area your building is located in. **It is important that all information on any form you file is true and complete.** There are penalties for filing false or misleading information.

Notice Periods for Applications

For the following types of tenant applications you must give the landlord notice of your application a minimum number of days before the hearing:

T1 - Tenant Application for a Rebate - 10 days

T2 - Tenant Application about Tenant Rights - 10 days

T3 - Tenant Application for a Rent Reduction (Rent Abatement) - 10 days

T6 - Tenant Application about Maintenance - 10 days

Similarly, your landlord must give you a copy of any application the landlord makes, as well as the notice of hearing.



For the following types of landlord applications, your landlord must give you notice a minimum number of days before the hearing.

L5 - Application for an Above Guideline Increase - 30 days

L1 - Application to Terminate a Tenancy for Non-payment of Rent - 10 days

L2 - Application to Terminate a Tenancy and Evict a Tenant - 10 days

HEARINGS AT THE TRIBUNAL

Representation

One of the first decisions that you will have to make once either you or your landlord has filed an application is whether you will have a lawyer or agent represent you at the hearing.



Tenants or landlords are not required to have a lawyer at the hearing. Hearings before the Tribunal are supposed to be less formal than at court. Thus, in many cases you may decide to represent yourself. Agents or paralegals may also represent tenants or landlords at a Tribunal hearing.

If you are a low-income tenant you may qualify for legal aid and therefore could have a lawyer represent you at the hearing. Check with your local community legal clinic legal aid office to see if you qualify.

While there are Tenant Duty Counsels available at the Tribunal to provide some tenants with advice and even representation in some situations, this is a service of last resort. It is much better if you or your representative can prepare well in advance of the hearing.

The TPA requires a tenant to dispute in writing an application to terminate a tenancy. It is also a good idea to write out in advance your dispute about any other application to the Tribunal.

Attending the Hearing

While you are not required by law to attend the hearing, but it is always better to. If you are not there, you will not be able to respond to your landlord's case. You could therefore face an eviction order or be hit with a large rent increase.

Tips on Preparing for Your Hearing

- Take the time necessary to gather information, and start early. For example, if you have filed an application about lack of repair, you will want to get a copy of any reports of inspection or outstanding work orders from the City.
- Review the issues to be discussed with the witnesses you are calling in advance of the hearing. If there are to be different tenants in your building acting as witnesses, you should find out what they will say so that you have no surprises.



- For example if you are applying for a rent abatement due to the lack of heat in the building, you don't want to be surprised by having your fellow tenants all testifying that they haven't had any heating problems in their apartments.
- You may also request that the city inspector attend the hearing as your witness. As with most witnesses you will probably want to require the inspector to come to the hearing by getting the Tribunal to issue a "summons." You must request a summons for the hearing in advance and deliver it to the inspector before the hearing. Please note that the Tribunal has the authority to refuse your request for a summons.
- You may also arrange for the Tribunal to summons other useful witnesses. There is a "witness fee" for the person's time of \$53 per day.

Tips on Representing Yourself

- **Be prepared!**
- If you and your fellow tenants are representing yourself at the hearing (you have no lawyer or agent) it is important to remember that you are there to tell your story about the problem in dispute at the building, and stick to that story.
- Be specific about your concerns (e.g. if you applied about lack of heat, talk about and present evidence about heating issues).
- Avoid making broad generalizations. It makes you a less credible witness. For example, to state that your landlord is a crook and everyone knows it, will likely make the adjudicator take your other comments less seriously.
- Bring evidence that will support your case: rent receipts, date-stamped, photographs, copies of letters or work orders, as well as any property standards reports or orders.

Hearing Procedures

The hearing will be conducted under the Tribunal's rules of practice. Copies of these rules are available at the Tribunal. They are also available on the Tribunal's web site:

<http://www.orht.gov.on.ca/act/index.html>

The FMTA also has a very useful guide to preparing for a hearing. This guide can be downloaded from our web site www.torontotenants.org or by calling the Tenant Hotline at (416) 921-9494 or the Outreach and Organizing Team at (416) 413-9442.

If there are no lawyers involved and the application involves just one tenant and the landlord, the Tribunal adjudicator may keep the rules of the hearing simple by asking each person to tell their own side of "the story". If the application was initiated by the landlord, the landlord will be given the first opportunity to present his/her case.



However in more complicated applications, and in situations involving lawyers on both sides, the procedural rules will likely be applied more formally.

This may involve presenting written evidence, for example, receipts that indicate that rental payments have been late on a persistent basis. It also may be necessary for a witness to give oral evidence.

The tenant(s) respond to the landlord's evidence by asking questions of the landlord's witnesses or by asking questions to the person who submitted the written evidence.

After the landlord has presented all of their evidence, then the tenant will be allowed to present their evidence either through written evidence or by calling a witness to give oral evidence.

After both sides have given evidence, they are given a chance to make legal arguments. In our example, the landlord would go first, then the tenant. The landlord may also have a right to reply to what the tenant says.

At any point in the hearing, the adjudicator can ask questions of you, your landlord and any witnesses. Pay careful attention to these questions because they tell you what the adjudicator thinks is important about the case.

If the tenant initiated the case, the tenant will give evidence first, and the order of the hearing would be reversed from our example.

The Decision

The adjudicator will make a decision after hearing the evidence and reviewing the written evidence. The adjudicator will send a written order to all of those involved in the application. Sometimes the adjudicator will tell you right away what the decision is, and sometimes you will have to wait many weeks for the written order.



Appealing the Decision

If you think the Tribunal adjudicator's order contains a serious error, you can apply to the Tribunal to have the order reviewed by a different adjudicator. This is not a rehearing of the entire case but a review of a specific issue. There is a \$75.00 charge for applying for a review of a decision. The Tribunal rarely grants a review for tenants.

An example of a serious error is when an adjudicator makes a ruling on an issue that is not covered by the TPA. More specifically, if an adjudicator ordered a rent rebate for an illegal rent for a nursing home resident, this could be a serious error because nursing homes are exempt from the TPA.

You must apply for a review of an order within 30 days of the original order being made.



If you are wishing to “appeal” an eviction default order - referred to as a set aside motion - you must apply to the Tribunal within 10 days after the default order is made. There is no cost for applying for a set aside motion.

In both of cases, it is possible to apply for an extension of time, but it is hard to get.

If you feel the order contains an error on a point of law, you can appeal the order to the Divisional Court. Get legal advice about appealing to Divisional Court. You must start an appeal of an order by giving the landlord a notice of appeal within 30 days of the date of the original order.

An example of an error of a point of law would be the adjudicator failing to consider certain sections or regulations of the TPA. More specifically, if the adjudicator awarded a landlord a rent increase greater than 4% above the guideline in one year due to repairs, then a tenant could appeal to the Divisional Court on a point of law that the adjudicator failed to consider the 4% limit on above guideline rent increases set out in the TPA.

Once an appeal is filed, the original order is “stayed.” This means it can’t be enforced. The stay is lifted and the original order can be enforced if the court dismisses the appeal or makes a new order. This is especially important in eviction cases.

If you are considering either an appeal or asking for a review of an order, you should get legal advice quickly.

Mediation - Yes or No?

Mediation means that the landlord and tenant will try to settle their dispute without having a hearing at the Tribunal. Instead they agree to use a Tribunal mediator to try and settle the dispute.

If you are involved in an application, a Tribunal mediator may phone you before the hearing to ask you if you want mediation. Or you may be asked if you want mediation when you arrive for the hearing.

You do not have to agree to mediation. Consider carefully whether it is worth your while before you do. It may not work to the benefit of tenants in many situations. It is important to remember that the Tenant Protection Act allows a mediated agreement in which you may give up some of your rights. For example, you could end up agreeing to pay for repairs even though it is the landlord’s responsibility to carry out repairs.

Think carefully before you agree to mediation. if you decide to go ahead with mediation, you have the right to bring a lawyer or agent to the mediation session.

You have the right to say no. Even if you agree to mediation, you do not have to agree to the mediator’s proposal. If you decide mediation isn’t working for you (before you sign an agreement) you can decide to send your case back to an adjudicator for a full hearing.



The mediated agreement is a binding settlement between you and the landlord. If either your landlord or yourself fail to live up to the mediated agreement, then either of you can reapply to the Tribunal.

Please note that if the mediation was concerning eviction, and the tenant fails to comply with the terms of the settlement, the landlord can go to the Tribunal and get an eviction order. The landlord must act within 30 days of the tenants' failure to comply. (see sec. 77)

DISCRIMINATION

The Ontario Human Rights Code states that tenants cannot be discriminated against because of your

- race
- colour
- sex
- citizenship



The Ontario Human Rights Code also states that a landlord cannot discriminate against you because you are:

- disabled
- a woman
- single, married or living in a common-law relationship
- gay or lesbian
- on welfare or family benefits

In December of 1998, after eight years of deliberations, the Ontario Human Rights Commission ruled that landlords can't discriminate against prospective tenants on the basis of income. The Commission's Board of Inquiry stated that there was no evidence that people with low incomes are more likely to default on paying their rents than tenants receiving a wage.

When selecting a prospective tenant, a landlord is allowed to request and use income information such as bank statements, credit checks, credit references, rental history, guarantees and certain other business practices. See Section 38.

If you feel you have been discriminated against by your current or potential landlords, contact the Centre for Equality Rights in Accommodation at (416) 944-0087 or the Tenant Hotline at (416) 921-9494.

HARASSMENT



Harassment is a serious problem for many tenants. Because the TPA allows landlords to charge new tenants whatever they can get away with, this law makes it financially rewarding for landlords to harass existing tenants out of their apartments.

Harassment can occur in many ways. A landlord can repeatedly threaten to evict you even though there is no cause. A landlord could decide to turn off your heat for periods of time even though he or she is not allowed to do this.



While the TPA encourages landlords to get tenants to move because of vacancy de-control, the law does have anti-harassment provisions.

It is illegal for your landlord to harass, obstruct, coerce, threaten or interfere with you. See Section 27 of the TPA.

If your landlord is harassing you, you can apply to the Tribunal to make it stop - see Section 32 of the TPA. There is no fee for harassment applications.

If possible, it would be useful to find out if other tenants have been harassed in order to strengthen your case. Talk to other tenants in your building or to your Tenants' Association.

If the Tribunal determines that the landlord is guilty of harassment, the Tribunal may:

- order the landlord to stop the harassment.
- order the landlord to pay an administrative fine up to \$10,000.
- order an abatement (temporary reduction) of rent.
- order an end to the tenancy.
- anything else the Tribunal considers appropriate.

However, please note that you do not have the right to harass, obstruct, coerce, threaten or interfere with a landlord - see section 28 of the TPA. Tenant advocates are concerned that some landlords will abuse this new part of the law to intimidate tenants who are asking for their apartment to be repaired.

Enforcing your rights is not harassment! If your landlord tries to intimidate you by claiming you are harassing him, call the FMTA or your nearest community legal clinic immediately.

INVESTIGATIONS

There is an Investigations Unit at the Ministry of Municipal Affairs and Housing which has the power to investigate the 32 different violations of the TPA. This includes issues of harassment of tenants by landlords (as well as harassment of landlords by tenants!) While the Investigations Unit does prosecute some violations, it first tries to resolve the problem through negotiations and persuasion. The Investigations Unit is separate from the Tribunal.

Filing a complaint to the Investigations Unit does not limit a tenant's right to file an application to the Tribunal seeking redress for the same issue.

For example, if a tenant is being charged an illegally high rent they can apply to the Tribunal for an order that will rebate the money illegally collected. At the same time a tenant can file a claim with the investigations unit that the landlord has violated the TPA. by collecting unlawful rents. See Section 144 of TPA.



The phone number for the Investigations Unit is (416) 585-7214.

It may be a wise move for a tenant to take both course of actions (an application at the Tribunal, and approaching the Investigations Unit) in order to convince your landlord that you are serious about your complaint.

THE FEDERATION OF METRO TENANTS' ASSOCIATIONS

One of the most important sources of help for tenants in the Toronto area is the Federation of Metro Tenants' Associations (the FMTA).



Since 1974 the FMTA has worked to help tenants understand their rights.

The FMTA is an organization of tenants, tenant associations and other community-based groups.

Services Offered by the FMTA

- You can call the FMTAs "Tenant Hotline" at (416) 921-9494 to find out about your legal rights as a tenant.
- Organizing and Outreach services for tenants. Call (416) 413-9442.
- You can get a copy of the FMTAs newsletter, The Tenant, to get the latest news, facts, and information helpful to tenants. The newsletter is mailed directly to our members. It is also available on our web site www.torontotenants.org
- You can also get flyers, fact sheets, manuals (like this one!) from the FMTA.
- The FMTA's web site at www.torontotenants.org has materials, information, important links and a tenant discussion board. It also posts listings of rental buildings that have applications for Above Guideline Rent Increases filed at the Tribunal.

The FMTA will work with you and your neighbours to help organize tenants. We help tenants to fight for their rights and to fight for improvements in their buildings.

The FMTA lobbies all levels of government to improve the rights and protections for tenants. We inform the media about the tenants' point of view. The FMTA also works with other supportive community groups on issues that affect tenants.



WORKING WITH YOUR NEIGHBOURS/ORGANIZING A TENANTS' ASSOCIATION

Crumbling plaster in the bathroom ceiling? Faced with a large increase in rent? Not feeling safe in the underground parking garage?

These may be problems that individual tenants face, but you don't have to face them alone. Chances are, if one tenant in a building is experiencing a problem, then other tenants will have similar problems.

Under the TPA, it is often difficult for tenants to challenge problems caused by their landlord. However, the best way for tenants to get things done is to work together.

Please call the FMTA to obtain a copy of our Tenant Organizing Manual, or download it from our web site. Another excellent resource for tenants organizing against an Above Guideline Rent Increase is "A Step by Step Guide to Challenging an Above Guideline Rent Increase" produced by the Tenant Defence Fund Outreach and Organizing Team. A copy can be obtained calling the Outreach Team at (416) 413-9442 or downloading it from our web site www.torontotenants.org.

Starting Out

Usually there is an issue or problem that a number of tenants are concerned about that prompts someone to start to get the tenants together.

For example, if there are constant leaks in the underground parking garage and the landlord refuses to deal with the problem, then a few tenants may call a meeting to try and get other tenants involved.

To call a meeting, put a flyer under the door of each apartment and in the laundry room and other common areas of the building. If you need help in designing a flyer or getting photocopies made, call the FMTA.

Depending on the size of the building, you may want to have the meeting in someone's apartment, in the lobby of the building, or in a nearby library or school.

The first meeting should be informal, although someone should be prepared to chair the meeting in an orderly manner.

Successful Meetings

The meeting should accomplish three things:

- 1.) have tenants talk about their concerns in order to identify common problems;
- 2.) decide what the tenants should do about the problems; and
- 3.) create a structure to carry out a plan of action.



The structure and plan of action may be as simple as having one tenant volunteer call a property standards inspector to look at the maintenance problems in the building and then get back to the other tenants. Or the tenants may wish to form a Steering Committee with tasks assigned to each member of the committee.

Remember that your plan of action and structure should be kept simple. For example, if maintenance is the biggest concern raised at your meeting, you may want to send around a maintenance survey to all of the tenants in the building. This will give you more accurate picture of the maintenance problems in the building. Sample maintenance surveys are included in this manual, but make sure your survey reflects the concerns in your building.

If you need any help organizing the meeting or, if you are looking for someone to speak about organizing and tenants' rights, please call the FMTA right away.

Make sure that a number of tenants are involved in the tenant meeting or Steering Committee. If all of the work is just done by one tenant, then that tenant will soon feel overburdened and may eventually quit in frustration.

A Word About Languages

Toronto is a multicultural city. In many apartment buildings, tenants come from a variety of different cultures, and there are many languages spoken in the building.

If you want to make your tenants' meeting or Tenants' Association successful, you must try to communicate with the tenants in your building in their own language. The more tenants involved, the stronger your association - but if some tenants do not have a good understanding of English, they may be left out unless you take steps to include them!

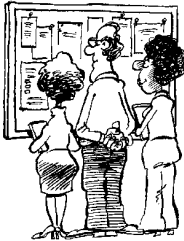
- Take the time to figure out which languages in your building are most common.
- Approach tenants who speak both that language and English fluently and get them involved. For example, if Tamil is spoken by many tenants in your building, try to get a couple of tenants who speak Tamil involved in the Tenants' Association.
- Wherever possible, try to get your "notice of meeting" flyer translated and distributed in the other language(s).
- At your tenant meeting, try to have someone who can speak other languages to either translate or give a summary of what has been said in the tenants' own language.
- Bring material written in different languages to your meetings. The Tribunal also has brochures available in the following languages: French, Chinese, Hindi, Portuguese, Tamil, German, Polish, Italian, and Spanish.



You can also contact the FMTA or your local community legal clinic to find community groups in your neighbourhood to provide translation.

Forming a Tenants' Association

After the first one or two tenants' meetings, your group may decide that it would be a good idea to form a Tenants' Association. Often an association is formed because of the need to do a variety of tasks:



- produce flyers or newsletters
- write letters to government officials
- raise money from tenants
- set up a bank account
- keep track of who belongs to the association

The FMTA can help in setting up an association. We can also share information on how other tenant associations operate successfully. Please call us for more information.

POLITICS, GOVERNMENTS AND TENANTS' ASSOCIATIONS

People can be very negative about government and politics these days. But to ignore politicians and governments would be very foolish. With a little political action, tenants and tenants associations can get many things done.



Local Government - Still Closest to the People

In 1998 a new "megacity" local government was created for Toronto. While the megacity has made Toronto's local government bigger and more remote, it has not made it impossible to get things done. You might need help from the City of Toronto to carry out a property standards inspection if your landlord won't fix things in your building. (See **Maintenance and Repairs**).

If you are having a hard time getting an inspector to come to your building, phone your city councillor to complain. As of December 2000, each ward has one councillor in it. Most councillors will make sure an inspector gets to your building quickly, especially if you are calling on behalf of an association. Contact Access Toronto at (416) 338-0338 or visit their website at www.city.toronto.on.ca to find out which ward you live in if you don't know, and check our list of councillors in the Appendix of this manual.

If it takes too long to get an inspection, you may feel that there are not enough property standards inspectors. Consider writing a letter to the Mayor and sending a copy to your councillor, telephoning your councillor or dropping by his or her constituency office and telling them that there should be more inspectors.



The FMTA encourages tenants associations to contact their City councillors on a regular basis to voice concerns. However, you also want to work on building a positive, ongoing relationship with your councillor. For example, your Tenants' Association should regularly invite your City councillors to your general meetings or for any social events.

Provincial Politicians

The Government of Ontario (the provincial level of government) passes laws that are very important to the lives of tenants, such as the TPA, which was passed in 1998 by the Ontario government. The TPA determines how much rents can go up, whether or not a tenant can be evicted, and many other important issues directly affecting the lives of tenants.

Tenants must speak to their provincial politicians to let them know about the concerns of tenants. For example, you should invite your local MPP to the meetings of your Tenants' Association so that they can hear your concerns.

You can write to:

Minister of Municipal Affairs, John Gerresten at
777 Bay Street, 17th Floor, Toronto, ON M5G 2E5

or

Minister of Public Infrastructure and Renewal, David Caplan at
7 Queen's Park Crescent, Frost Building, 6th Floor, Toronto, ON M7A 1Y7

or

Premiere Dalton McGuinty, Legislative Building,
Queen's Park, Toronto ON M7A 1A1

Email: webprem@gov.on.ca

Federal Politicians



The Government of Canada (the federal level of government) used to help build new affordable rental housing. But in the 1990s the federal government stopped funding the building of affordable housing for low-income tenants. In the 2000 federal election campaign, we heard very little about housing issues. Yet, over 50% of Canadians are tenants, and many of those people cannot afford the rents they are paying. As we go to print, there are some signs of affordable housing programs.



Tenants should ask their federal politicians (and those running for election) to start helping out tenants again by building new affordable housing.





Elections

Voting is the key to political influence and political power.

Tenants have traditionally been less likely to vote than homeowners in provincial and local elections. Because of this lack of voting, politicians have sometimes ignored tenants' issues. Tenant households make up a majority (52%) of the households in the City of Toronto. If tenants vote as a bloc they can have a lot of power.

More tenants need to make their opinions known in advance of elections. If so, the politicians who decide on the laws will be more concerned about what tenants want.

It is never too late or too early to let your politicians know what you want to see happen for yourself as a tenant. Even if there is no election in sight, making your voice heard as a tenant might well lead to change in the short term, as well as by election time.

WHO CAN HELP

As you have already gathered from looking through this manual, key organizations that can help you are the FMTA and your community legal clinic.

The Federation of Metro Tenants' Associations

For over 25 years the FMTA has been helping tenants to make the most of their rights. We are a non-profit organization, and all of our services and publications are free of charge.

The FMTA provides information and advice on its Tenant Hotline at (416) 921-9494. We also have an Advice Lawyer who will consult with tenants who need extra advice. The Advice Lawyer is available for a 45-minute session. Appointments can be made through the Hotline.

The Outreach and Organizing Team has helped thousands of tenants to organize and fight above-guideline rent increases. We also assist eligible tenant groups to apply for City of Toronto grants for representation costs to attend AGI hearings. If you have received notice of an AGI application from your landlord, please call (416) 413-9442 for more information.

The FMTA provides more in depth assistance for its member Tenants' Associations. The FMTA can also help you organize a Tenants' Association in your building.

The FMTA actively advocates for tenants at the city and provincial levels of government.

The Federation relies on tenants to participate in its Board, Committees and general meetings. We also provide other volunteer opportunities for people who want to help others in the fight for decent affordable housing.

Visit our website at www.torontotenants.org for more information about the FMTA and for news, articles and answers to common questions about tenant issues.



Community Legal Clinics

Community legal clinics provide free legal help or advice to low-income tenants. There are 16 neighbourhood legal clinics in the City of Toronto. They are community based groups which receive money from the Legal Aid Ontario to give legal help to people facing housing, income and other problems.

Please call our Tenant Hotline at (416) 921-9494 to request more information or a brochure listing the location and phone numbers of the clinics in Toronto. Or, visit the Legal Aid Ontario web site at www.legalaid.on.ca.

In addition, there are a number of “specialty” legal clinics in Toronto, which will provide advice and information on certain tenant issues. For example, the Advocacy Centre for the Elderly (416) 598-2656 has expertise in the area of the rights of seniors who are tenants in care homes.

In October 2001, the Advocacy Centre for Tenants - Ontario (ACTO) was created by Ontario Legal Aid as a specialty clinic for tenants across Ontario. ACTO has taken a number of important cases for tenants. In particular, they filed a major complaint with the Ombudsman, which has led to an investigation into unfair AGI increases.

Tenant Duty Counsel

Lawyers and community legal workers known as “duty counsel” are on hand to provide advice to tenants at three Tribunal offices in Toronto on the day of their hearing. This is a service provided by Legal Aid Ontario. The three offices are 79 St. Clair Avenue East, 2275 Midland Avenue and 47 Sheppard Avenue East.

The advice is on all aspects of the TPA and is intended to help tenants on the day of the hearing. Duty counsel should not be used as a substitute for seeking legal advice in advance of the hearing. Duty counsel representatives are at the Tribunal from 9 am to 4:30 pm Tuesday through Friday. This time may vary at certain offices.

City Inspectors

If your apartment needs repairs, and your landlord has not done the repairs in a reasonable time, you should call an inspector from the City of Toronto. You should call an inspector because an inspection gives you an “official report” on the repair problem. This can be very important if you end up taking your landlord to the Tribunal for a dispute over repairs.

If at first you do not get a response from the inspector’s office, keep trying. Consider calling your City Councillor’s office to see if he or she can assist you in getting an inspection as soon as possible.

It may also be helpful to get together with other tenants in your building and have them all make separate calls.



The following are the numbers to call for property standards, health, lack of heat and noise complaints in each of the former local governments:

East (formerly East York & Scarborough)

(416) 396-7071

West (formerly Etobicoke & York)

(416) 394-2535

North (formerly North York)

(416) 395-7011

South (formerly Toronto)

* West Of Bathurst

(416) 392-0855

* East of Sherbourne/Don Valley)

(416) 392-0827

* All others (between Bathurst and Sherbourne/ From lakefront to the North York boundary)

(416) 392-6940

If you are not sure what number to call, please call Access Toronto (416) 338-0338 and give them your address. They will tell you the correct phone number.

The following are the numbers to call for Fire Prevention:

East Command (formerly East York & Scarborough)

(416) 338-9251

North Command (formerly North York)

(416) 338-9151

West Command (formerly Etobicoke & York):

(416) 338-9450

South Command (formerly Toronto)

(416) 338-9351

City Councillors

City councillors are useful to contact if you feel the property standards inspectors have been slow in responding to your requests.

It is also important for you and your Tenants' Associations to build a good relationship with your City Councillor. City council will decide on important issues such as how much money will be spent on inspectors, and the approval of converting apartment buildings to other uses.

A list of all city councillors is included in the appendix of this manual.



There are three Tribunal offices in the City of Toronto. At these three locations the Tribunal will accept applications, provide basic information about the TPA and conduct hearings. Tenants will be able to review their “files” for the cases they are involved in.

The offices are open Monday through Friday from 8:30 am to 4:30 p.m.

There is also a website for the Tribunal: www.orht.gov.on.ca. You can download application forms or read the TPA on this website.

The locations of the offices are:

Toronto South District Office

79 St. Clair Ave. East
Suite 212
Toronto, Ontario
M4T 1M6
Fax: (416) 326-9838

This office will deal with all cases in Toronto involving rental buildings that are south of Eglinton Ave. and west of Victoria Park Ave.

Toronto North District Office

47 Sheppard Avenue East
Seventh Floor
Toronto, Ontario
M2N 5X5
Fax: (416) 314-9567

This office will deal with all tribunal cases involving buildings on both sides of Eglinton Ave. and north of Eglinton Ave., as far east as, but not including, Victoria Park Ave.

Toronto East District Office

2275 Midland Avenue
Unit 2
Toronto, Ontario
M1P 3E7
Fax: (416) 314-8649

This office will deal with all Tribunal cases involving buildings east of Victoria Park Ave. and including rental buildings on both sides of Victoria Park Ave.



Rent Bank Information

You can call rent banks if you meet these criteria:

- You are living with and supporting children 16 or younger (single or two parent families)
- You cannot be more than 2 months in arrears on your rent
- The rent you pay cannot be more than 70 % of your gross income
- Your Eviction papers must have been served
- Must be able to pay rent after the loan (rent has to be sustainable)
- Landlord must co-operate

You can call the following numbers based on where you live in Toronto:

Scarborough Housing Help Centre	(416) 285-8070
Etobicoke North Housing Help Centre	(416) 741-1553
Etobicoke South Housing Help Centre	(416) 252-6471
York Housing Help Centre	(416) 653-5400
East York Housing Outreach Program	(416) 698-9306
WoodGreen Info-Link (East Downtown)	(416) 469-5211 X 2166
Neighbourhood Information Post (Downtown)	(416) 924-2543
Native Women's Resource Centre	(416) 963-9963
Costi-North York	(416) 244-0480





Maintenance Questionnaire - Apartments

Apt.: _____ Name: _____

KITCHEN	Excellent	Satisfactory	Repairs Required
Plumbing			
Electricity			
Stove			
Fridge			
Taps			
Cabinets			
Walls			
Pests			
Other			

General Comments:

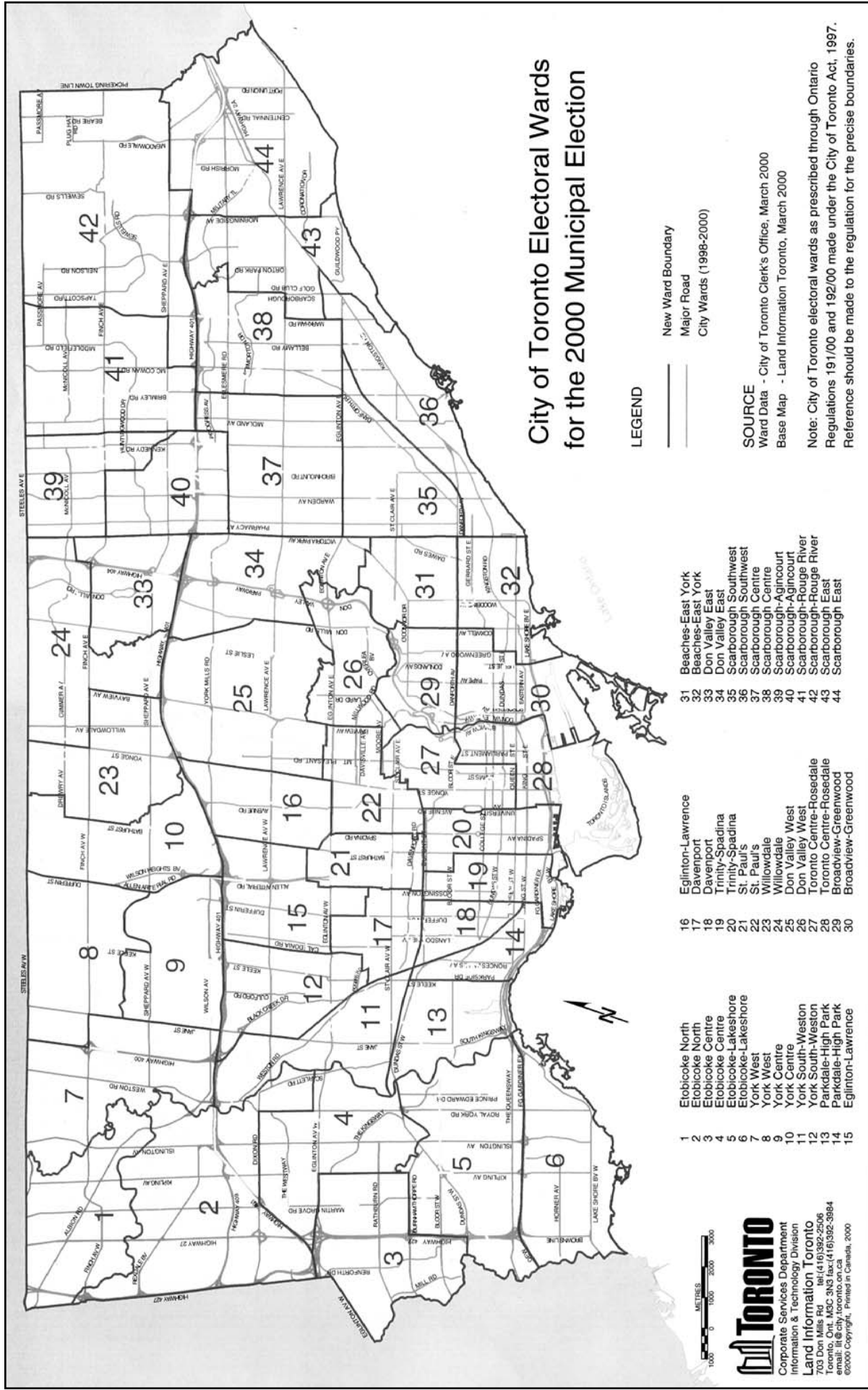
BATHROOMS	Excellent	Satisfactory	Repairs Required
Plumbing			
Electricity			
Shower/Tub			
Toilet			
Taps			
Cabinets			
Walls/Tiles			
Pests			
Other			

General Comments:

LIVING AREA	Excellent	Satisfactory	Repairs
Floors			
Windows			
Ceilings			
Walls/Plaster			
Lights/Outlets			
Buzzers			
Locks			
Balconies			
Closets (Doors)			
Pests			

General Comments:





City Hall

100 Queen Street West, Toronto, Ontario M5H 2N2

MILLER, David (Mayor)		2nd Floor	(416) 397-2489
ALTOBELLO, Gerry	Ward 35 Scarborough Southwest	Suite B25	(416) 392-0213
ASHTON, Brian	Ward 36 Scarborough Southwest	Suite A11	(416) 392-4052
AUGIMERI, Maria	Ward 9 York Centre	Suite C53	(416) 392-4021
BALKISOON, Bas	Ward 41 Scarborough-Rouge River	Suite A10	(416) 392-1375
BUSSIN, Sandra	Ward 32 Beaches-East York	Suite B28	(416) 392-1376
CHO, Raymond	Ward 42 Scarborough-Rouge River	Suite B23	(416) 392-4076
CARROLL, Shelley	Ward 33 Don Valley East	Suite A14	(416) 392-4038
CHOW, Olivia	Ward 20 Trinity-Spadina	Suite C50	(416) 392-4044
COWBOURNE, Gay	Ward 44 Scarborough East	Suite B33	(416) 392-1373
DAVIS, Janet	Ward 31 Beaches-East York	Suite C57	(416) 392-4035
DE BAEREMAEKER, Glenn	Ward 38 Scarborough Centre	Suite B31	(416) 392-0204
DEL GRANDE, Mike	Ward 39 Scarborough-Agincourt	Suite A1	(416) 392-1374
DI GIORGIO, Frank	Ward 12 York South-Weston	Suite A8	(416) 392-4066
FELDMAN, Mike	Ward 10 York Centre	Suite A22	(416) 395-6407
FILION, John	Ward 23 Willowdale	Suite B36	(416) 395-6411
FLETCHER, Paula	Ward 30 Toronto-Danforth	Suite C44	(416) 392-4060
FORD, Rob	Ward 2 Etobicoke North	Suite C40	(416) 397-9255
GIAMBRONE, Adam	Ward 18 Davenport	Suite C42	(416) 392-7012
GRIMES, Mark	Ward 6 Etobicoke-Lakeshore	Suite C48	(416) 397-9273
HALL, Suzan	Ward 1 Etobicoke North	Suite C54	(416) 392-0205
HOLYDAY, Doug	Ward 3 Etobicoke Centre	Suite B29	(416) 392-4002
JENKINS, Cliff	Ward 25 Don Valley West	Suite A12	(416) 395-6408
KELLY, Norm	Ward 40 Scarborough-Agincourt	Suite C43	(416) 392-4047
LINDSAY LUBY, Gloria	Ward 4 Etobicoke Centre	Suite B38	(416) 392-1369
LI PRETI, Peter	Ward 8 York West	Suite C41	(416) 392-0201
MAMMOLITI, Giorgio	Ward 7 York West	Suite B27	(416) 395-6401
McCONNELL, Pam	Ward 28 Toronto Centre-Rosedale	Suite A7	(416) 392-7916
MIHEVC, Joe	Ward 21 St. Paul's	Suite B35	(416) 392-0208
MILCZYN, Peter	Ward 5 Etobicoke-Lakeshore	Suite C51	(416) 392-4039
MINNAN-WONG, Denzil	Ward 34 Don Valley East	Suite C55	(416) 397-9256
MOSCOE, Howard	Ward 15 Eglinton-Lawrence	Suite B30	(416) 392-4027
NUNZIATA, Frances	Ward 11 York South-Weston	Suite C49	(416) 392-4091
OOTES, Case	Ward 29 Toronto-Danforth	Suite C45	(416) 392-4032
PALACIO, Cesar	Ward 17 Davenport	Suite B37	(416) 392-7011
PANTALONE, Joe	Ward 19 Trinity-Spadina	Suite C47	(416) 392-4009
PITFIELD, Jane	Ward 26 Don Valley West	Suite A13	(416) 392-0215
RAE, Kyle	Ward 27 Toronto Centre-Rosedale	Suite A5	(416) 392-7903
SAUNDERCOOK, Bill	Ward 13 Parkdale-High Park	Suite C46	(416) 392-4072
SHINER, David	Ward 24 Willowdale	Suite B39	(416) 395-6413
SOKNACKI, David	Ward 43 Scarborough East	Suite C52	(416) 392-4008
STINTZ, Karen	Ward 16 Eglinton-Lawrence	Suite B32	(416) 392-4090
THOMPSON, Michael	Ward 37 Scarborough Centre	Suite B24	(416) 397-9274
WALKER, Michael	Ward 22 St. Paul's	Suite B26	(416) 392-7906
WATSON, Sylvia	Ward 14 Parkdale-High Park	Suite A4	(416) 392-7919

