

Being a Tenant in 2019?

Forum Summary Report

R.E.N.T.

Renters Educating and Networking Together

April 9, 2019

1) Changes to the Residential Tenancies Act

Domestic Violence (Section 47.1 RTA)

As of September 8, 2016

Tenants can end tenancy with 28 day notice with a statement or a peace bond or a restraining order for a fear of bodily harm - any actual sexual violence between joint tenants regardless of being in a close relationship.

Compensation for Landlord's Own Use

As of September 1, 2017

In cases where landlord personally requires a unit and ends tenancy, a tenant is entitled to compensation of one month's rent (landlord must be an individual). The compensation has to be paid by the termination date in the notice (N12).

Standard Lease Form

As of April 30, 2018

The form is mandatory, however, other agreements are still enforceable. Tenant can make a request to change to the standard form at any time and the landlord has 30 days to comply.

If the landlord does not comply in 30 days, a tenant can withhold one month's rent until the lease is provided.

If the landlord does not comply after further 30 days, a tenant can keep the withheld rent. (Section 12.1 RTA)

Rent (De)Control

April 2017

Big win for the tenants when the post 1991 unit rent control exemption was abolished.

All units under provincial rent control.

November 15, 2018

All units/buildings/additions first occupied after November 15, 2018 are exempt from rent control. (Section 6.1 RTA)

Landlords are not required to let tenants in new 'units' know that their rents are not subject to provincially mandated rent increase.

Also, there's no penalty if landlords do not give tenant information form at the beginning of the tenancy.

Still, once the unit is vacated, landlords are free to rent at whatever price the market can bear.

2) Landlord and Tenant Board Procedural Changes

Declarations

As of January 2019

Affidavits are no longer required at the Landlord and Tenant Board. Signed declaration is accepted from a tenant to void an LTB decision.

Also, for landlords, for repossession for own use, declaration does not require a commissioner's verification. Landlord's signed statement is enough.

The declaration forms are available online (can be printed at Lutherwood housing supports).

Rules of Procedure

As of January 23, 2019

Written consent is needed to correspond with your landlord through email - a special form needs to be signed by a tenant.

Landlord and Tenant Board hearing notices still have to be sent by mail.

More power to mediators who can serve as hearing officers; they can make straight-forward decisions on their own. If a party lacked capacity, mediated agreements can be re-opened.

LTB Fee Waiver

As of January 2019

New fees - \$55 for T2 (Application for the Social Justice Tribunal) and T6 (Complaint about maintenance or safety of the dwelling)

As of mid-2014, tenants can submit fee waiver request (form) to the Landlord and Tenant Board; automatically qualifying if on social assistance, CPP, old age security and

Guaranteed Income supplement, or veterans allowance.

Also, tenant may qualify based on the income scale (family of 4, gross monthly income

under \$3,390, for a single person under \$1,650.

The Ontario Government intends to hire more adjudicators to improve the work of the LTB. More information to come...

3) Issues raised by the tenants 2018/2019:

- **Renovictions**, eviction for renovations must be lawful; notice is just an allegation of renovations and must be proven, if needed, at the Landlord and Tenant Board. 60 days' notice takes effect after the end of the lease. Law requires that landlord must make every reasonable effort to get their building permit.

Many do not know the procedure involved in a renovation-related eviction notice. Tenants should request proof from the landlord/developer that an actual building permit from the city is required. The Board often holds landlords to a lesser standard; whether the landlord has made "every reasonable effort" to get the permit. In some municipalities, the tenant is asked to do a freedom of information request when inquiring about the building permit for renovations, which creates a hurdle. The landlord cannot start the work in the building without the construction permit and vacant possession.

Some tenants get locked out. In those cases it is the Rental Housing Enforcement Unit that needs to be contacted.

If a tenant wants to leave, they could be entitled to up to three months' rent compensation in addition to the right to first refusal, that is, the old tenant has the first right to return to the renovated unit for the same rent amount. Landlords try to do what they can to ensure that the legacy tenants do not return which results in a permanent eviction. Some tactics are re-renting to another tenant for a higher price that cannot be evicted and the old tenant has to lodge a complaint for compensation. Some landlords extend the deadlines for renovations, and if the tenant has found another unit they will likely have no interest in returning.

Also, you have one year from the date of termination to complain that your landlord gave the notice in bad faith.

People spoke of a building going through the renovation process two times. Some people went through renovations two times in different buildings (with the same landlord).

Also, some landlords refuse to pay three months rent compensation to tenants in difficult situations. Some tenants commented that losing their home puts them in such a state of distress that they cannot pursue the long legal process and they do not see the point of a 'bureaucratic' pursuit if they would be out of their home anyway.

- People are getting sick with the same symptoms in some of the buildings (air quality, maintenance and hygiene) and it is too expensive for tenants to pay for tests and expert evidence; still, the burden of proof is on the tenants. **Municipal Property Standards** need to support the tenants in those cases to prevent more incoming tenants getting sick.
- **Maintenance** is a big issue. In many instances, there are no maintenance request forms and many people do not have access to the Internet to fill online forms. There is no follow up on written requests. The delays can be over a number of weeks before the follow up or the repairs done. Sometimes the hot water and heating are not dealt with promptly. Multiple notices without responses.
- Landlords discouraging **tenants' association** and protection of privacy is usually given as a reason. They insist on attending tenant meetings themselves, tell other tenants to not attend, try to control who is a part of the association, or discourage you from knocking door to door. Multiple tenants can sign consent for

other tenants to represent them. Tenants can go door to door and can ask people if they wish to be contacted or not in the future.

- **Multiple 'landlords'** on documents and people do not know whom to contact or take to the Landlord and Tenant board; Rule of thumb is to start with the lease or a tenancy agreement and list all the landlords from there. List even a manager or the owner of the building as they are all considered landlords by law, and are responsible as an individual and as a group.
- In some cases of **pest treatments**, a tenant cannot prepare the unit, move the furniture or kitchen items. They are asked to pay for the cleaning services, or if not prepared, for the subsequent treatments. People can rely on the Human Rights Code and request special arrangements be made by the landlord. It has to be done when receiving the treatment notice asking for consideration of disabilities.
- Tenants have been asked to pay for **replacement of appliances**. It is the landlord's responsibility, unless intentional damage can be proven.