

## Index

### ABANDONED PROPERTY, DISPOSAL OF

See also ABANDONMENT OF  
RENTAL UNIT

Death of tenant

generally, **3:14, 18:2**

30-day period for retrieval of  
property by estate, **18:2**

demand for property or account-  
ing of sale proceeds within 6  
months of death, **18:2**

disposal of unsafe or unhygienic  
property, **18:3**

mobile homes, **18:4**

preservation of property until  
tenancy terminated, **18:2**

sale or retention of property once  
tenancy terminated, **18:2**

Evicted tenant's property, obliga-  
tions respecting

generally, **12:10, 19:30, App.  
A:37**

disposal of tenant's property  
prohibited within 72 hours  
of enforcing eviction order,  
**19:30**

penal sanction, **19:29**

sale or disposal of tenant's prop-  
erty after 72-hour period,  
**12:10**

tenant's application where non-  
compliance, **12:10, App.  
A:37**

Introduction

generally, **18:1**

death of tenant, **18:2**

landlord as bailee, **18:1, 18:7**

retrieval within 72 hours, **18:1**

sale or disposal of property, **18:1**

### ABANDONED PROPERTY, DISPOSAL OF—Cont'd

Landlord and Tenant Board, reme-  
dies and expanded jurisdiction  
of

generally, **18:7**

conduct of parties during 72-hour  
period following eviction,  
**18:7**

Board having jurisdiction  
under RTA to remedy  
landlord's breaches, **18:7**

former tribunal lacking juris-  
diction to deal with  
landlord's misconduct,  
**18:7**

court proceeding necessary  
to remedy landlord's  
misconduct, **18:7**

landlord as bailee of property  
having obligation to take  
reasonable care, **18:7**

whether unit abandoned, **18:7**

Mobile homes and land lease  
homes, **18:4**

Other circumstances, **18:6**

Rental unit abandoned, when

generally, **18:3, App. E**

concept of abandonment, **18:3**

disposal of unsafe or unhygienic  
items, immediately, **18:3**

order terminating tenancy or  
notice of intention to  
dispose of property, **18:3**

recovery of possession, **18:3**

Sale or retention of property after  
30-day period, **18:3**

accounting of proceeds within 6  
months, **18:3**

RESIDENTIAL TENANCIES

**ABANDONED PROPERTY,  
DISPOSAL OF—Cont'd**  
Sheriff, eviction by, **18:5**  
Tenant having 30 days to notify  
landlord of intention to collect  
property, **18:3**

**ABANDONMENT OF RENTAL  
UNIT**  
See also ABANDONED PROP-  
ERTY, DISPOSAL OF;  
OBLIGATIONS OF TEN-  
ANTS  
Application to Board where doubt  
as to abandonment, **13:7**  
proof that tenant moved out, **13:7**  
Recovery of possession without  
order of Board, **13:7**  
When rental unit abandoned, **18:3,**  
**App. E**

**ABATEMENT OF RENT**  
See MAINTENANCE OBLIGA-  
TIONS OF LANDLORDS,  
remedies for breach; OBLIGA-  
TIONS OF LANDLORDS,  
OTHERS, remedies

**ABOVE-GUIDELINE INCREASE  
(AGI)**  
See also RENT INCREASES  
Generally, **1:3, 2:17, 2:26, 7:22,**  
**9:16 to 9:37, 10:15 to 10:17,**  
**20:19**

**ABUSE OF PROCESS**  
See LANDLORD AND TENANT  
BOARD, powers of board,  
substantive powers; RES  
JUDICATA

**ABUSE OF PROCESS BY  
RELITIGATION**  
Generally, **2:53**

**ABUSE/VIOLENCE,  
TERMINATION OF  
TENANCIES STEMMING  
FROM**  
Generally, **6:7**

**ABUSE/VIOLENCE,  
TERMINATION OF  
TENANCIES STEMMING  
FROM—Cont'd**  
Confidentiality, **6:11**  
Grounds, **6:9**  
Joint tenants, rights/duties of  
remaining, **6:12**  
Other issues, **6:13**  
Procedure, **6:10**

**ADJOURNMENTS**  
See PROCEEDINGS BEFORE  
LANDLORD AND TENANT  
BOARD

**ADMINISTRATIVE FINE**  
Generally, **2:25, 2:31, 2:36, 12:26,**  
**App. B, App. E**

**ADMITTING EVIDENCE**  
Generally, **2:20, 19:7**

**AFFIRMATION**  
Generally, **2:20, 16:11, 16:20, App.**  
**G, App. II**

**AGGRAVATING FACTORS ON  
SENTENCING**  
Generally, **19:8**

**AGREEMENTS**  
Mediated  
See MEDIATED AGREEMENT  
No-fault grounds for termination,  
agreements re, **13:18, App.**  
**A:13, App. B**  
Tenancy  
See TENANCY AGREEMENTS  
To decrease rent, **10:2, App. B**  
To increase rent, **9:12 to 9:15**  
See also RENT INCREASES  
To terminate, **6:3, 6:8 to 6:13,**  
**13:18, 20:15, 21:11, App.**  
**A:19, App. A:38, App. B**  
See also APPLICATIONS BY  
LANDLORD

**AGRICULTURAL USE**Generally, **4:8****ALLOCATION**

See RENT AND OTHER CHARGES, charges for utilities; RENT INCREASES, landlord's application for above-guideline increases

**ALLOCATION OF UTILITY COSTS**Generally, **22:3, App. B****AMENDING APPLICATION**Generally, **2:15, App. B, Rule 15****ANIMALS**Generally, **13:27, 13:30, 13:31, 13:33, App. B****APPEALS**

See also PROCEEDINGS BEFORE LANDLORD AND TENANT BOARD

Generally, **16:33 to 16:40, App. B****APPLICATIONS BY LANDLORD**

Eviction applications, selected generally, **13:9, 13:9 to 13:35**  
 delay or denial of eviction generally, **13:9**  
 procedural issues, **App. E**  
 time limit, **13:9**  
 fault grounds for termination of tenancy, **13:23 to 13:35**  
 breach of term of order or mediated agreement generally, **13:35, App. A:20, App. B**  
 application on ex parte basis, **13:35**  
 affidavit setting out conditions not met, **13:35**  
 criteria to be met for application, **13:35**  
 terms relating to original application, **13:35**

**APPLICATIONS BY LANDLORD****—Cont'd**

Eviction applications, selected  
 —Cont'd  
 fault grounds for termination of tenancy, **13:23 to 13:35**  
 —Cont'd  
 breach of term of order or mediated agreement  
 —Cont'd  
 ex parte eviction order, setting aside generally, **13:35**  
 discretionary power of Board member, **13:35**  
 hearing of motion, **13:35**  
 opportunity to save tenancy by imposing conditions, **13:35**  
 section 78 criteria, **13:35**  
 tenant not meeting specified terms, **13:35**  
 timing of application, **13:35**  
 illegal act  
 generally, **13:24, App. A:11, App. B, App. E**  
 criminal proceedings being separate, **13:25**  
 standard of proof differing, **13:25**  
 discretion of tribunal, **13:25**  
 illegal act, trade or business generally, **13:24, App. E**  
 “illegal,” meaning of, **13:25**  
 illegal drugs, **13:24, 13:25, App. E**  
 possession for personal use vs. trafficking, **13:25**  
 notice of termination, **13:24**  
 reasons and details, **13:24**  
 second notice, **13:24, 13:25**  
 timing of application, **13:25**

RESIDENTIAL TENANCIES

**APPLICATIONS BY LANDLORD**

—Cont'd

- Eviction applications, selected
  - Cont'd
  - fault grounds for termination of tenancy, **13:23 to 13:35**
    - Cont'd
    - impaired safety
      - generally, **13:26, App. A:17, App. B**
      - discretion rarely exercised, **13:27**
      - expedited hearing where emergency situation, **13:27**
      - notice of termination, **13:27**
      - priority in enforcement, **13:27**
      - safety of tenants being seriously impaired, **13:27**
      - standard of proof, **13:27**
      - timing of application, **13:27**
    - interference with reasonable enjoyment
      - generally, **13:29, App. B**
    - fast track
      - generally, **13:31, App. A:16**
      - differences in proceedings, **13:31**
      - fewer than four residential units, **13:31**
      - notice of termination, **13:31**
      - substantial interference, **13:30**
      - timing of application, **13:31**
    - typical case
      - generally, **13:30, App. A:15**
      - compliance within seven days, **13:30**
      - conduct in violation of Act, **13:30**

**APPLICATIONS BY LANDLORD**

—Cont'd

- Eviction applications, selected
  - Cont'd
  - fault grounds for termination of tenancy, **13:23 to 13:35**
    - Cont'd
    - interference with reasonable enjoyment—Cont'd
    - typical case—Cont'd
      - conduct must be conscious and controllable, **13:30**
      - notice of termination, **13:29, 13:30**
      - reasonable enjoyment, **13:30**
    - rules in leases, breach of
      - generally, **13:30**
      - alteration of building, **13:30**
      - satellite dish, installation of, **13:30**
      - washer or dryer, **13:30**
    - second notice, **13:30**
    - substantial interference, **13:30**
      - cooking odors, **13:30**
      - smoking, **13:30**
    - timing of application, **13:30**
  - misrepresentation of income
    - generally, **13:26**
    - family members, income of, **13:26**
    - income, **13:26**
    - material misrepresentation, **13:26**
    - misrepresentation knowingly, **13:26**
    - notice of termination, **13:26**
    - second notice, **13:26**
    - standard of proof, **13:26**
    - timing of application, **13:26**
  - non-payment of rent
    - generally, **13:24, App. A:10, App. B, App. E**

**APPLICATIONS BY LANDLORD****—Cont'd**

- Eviction applications, selected
  - Cont'd
  - fault grounds for termination of tenancy, **13:23 to 13:35**
    - Cont'd
    - non-payment of rent—Cont'd
      - application for arrears of rent, **13:24**
      - application form, **13:24**
      - combined application and proceeding for order for arrears only, **13:24**
      - completing form, **13:24**
      - discontinuance of application upon payment of amount owing, **13:24**
      - timing of application, **13:24**
    - notice of termination, **13:24**
      - void where arrears paid, **13:24**
    - opportunity to save tenancy after eviction order issued, **13:24**
  - overcrowding
    - generally, **13:32, App. A:18**
    - additional occupants not grounds for eviction, **13:32**
    - notice of termination, **13:32**
    - number of occupants on continuing basis, **13:32**
    - property standards by-law setting maximum, **13:32**
    - second notice, **13:33**
    - timing of application, **13:33**
  - persistent late payment of rent
    - generally, **13:23, App. A:8**
    - notice of termination, **13:23**
      - reasons and details, **13:23**
    - order that pay rent on time in future, and conse-

**APPLICATIONS BY LANDLORD****—Cont'd**

- Eviction applications, selected
  - Cont'd
  - fault grounds for termination of tenancy, **13:23 to 13:35**
    - Cont'd
    - persistent late payment of rent
      - Cont'd
      - quences for failure, **13:23**
      - “persistent,” meaning of, **13:23**
      - timing of application, **13:23**
    - presence of animal, applica-
      - tions
        - based on, **13:27, 13:30, 13:31, 13:33, App. B**
      - case examples, **13:34**
      - “no pet” provisions having no legal effect, **13:33, App. B**
      - serious interference or serious impairment of safety, where, **13:34**
    - second notice of termination within six months, **13:33, App. B**
      - where first notice voided as result of compliance, **13:33**
  - undue damage
    - generally, **13:28, 13:29, App. B**
  - fast track
    - generally, **13:29, App. A:14, App. B**
    - compensation order, **13:29**
    - early eviction, **13:29**
    - expedited hearing in emergency situation, **13:29**
    - notice of termination, **13:29**
    - timing of application, **13:29**

RESIDENTIAL TENANCIES

**APPLICATIONS BY LANDLORD**

**—Cont'd**

- Eviction applications, selected
  - Cont'd
  - fault grounds for termination of tenancy, **13:23 to 13:35**
    - Cont'd
    - undue damage—Cont'd
    - fast track—Cont'd
    - wilfully caused damage or use inconsistent with residential premises, **13:29**
  - typical case
    - generally, **13:28, App. A:13, App. B**
    - case examples, **13:28**
    - notice of termination, **13:28**
    - options for tenant, **13:28**
    - proof of damage and reasonable cost of repair, **13:28**
    - timing of application, **13:28**
  - “no-fault” grounds for termination of tenancy
    - generally, **13:11 to 13:22**
  - agreement to terminate or tenant delivering notice of termination
    - generally, **13:18, App. A:19, App. B**
    - application in advance of termination date, **13:18**
    - application where tenant not moving out, **13:18**
    - ex parte order for eviction, setting aside, **13:18**
    - notice of termination, more stringent requirements, **13:18**
  - demolition, conversion and renovation
    - generally, **13:13, App. A:7, App. B**

**APPLICATIONS BY LANDLORD**

**—Cont'd**

- Eviction applications, selected
  - Cont'd
  - “no-fault” grounds for termination of tenancy—Cont'd
  - demolition, conversion and renovation—Cont'd
  - conversion to non-residential use
    - generally, **13:15**
    - compensation for tenant, **13:14, 13:15, App. B**
  - good faith requirement, **13:15**
  - “other than rental residential premises” under LTA, **13:15**
  - “other than residential premises” under RTA, **13:15**
  - units, number of, **13:15**
  - vacant possession as change in use, **13:15**
- demolition
  - generally, **13:14**
  - compensation for tenant, **13:14, App. B**
  - “demolish,” meaning of, **13:14**
  - demolition permit, **13:14**
  - mobile homes and land lease homes, **13:14**
  - notice of termination, **13:14**
- introduction
  - generally, **13:13**
  - application for eviction order, **13:13**
  - monetary compensation, **13:13**
  - notice of termination, **13:13**
  - requirements, **13:13**

**APPLICATIONS BY LANDLORD****—Cont'd**

- Eviction applications, selected
  - Cont'd
  - “no-fault” grounds for termination of tenancy—Cont'd
  - demolition, conversion and renovation—Cont'd
  - major repairs or renovations generally, **13:16**
  - “all necessary permits” requirement, **13:16**
  - compensation for tenant, **13:16, App. B**
  - tenant’s right of first refusal, **13:16**
  - whether vacant possession required, **13:16**
- landlord requiring unit generally, **13:11, App. A:5**
- affidavit verifying good faith, **13:11**
- application for possession, **13:11**
- “bona fide,” meaning of, **13:11**
- building of four units or less, **13:11**
- “child,” meaning of, **13:11**
- corporate landlord and issue of “personal use,” **13:11**
- good faith, whether landlord acting in, **13:11**
- notice of termination, **13:11**
- reasonableness of landlord’s conduct being relevant, **13:11**
- “requires,” meaning of, **13:11**
- residential use, **13:11**
- “spouse,” meaning of, **13:11**
- other no-fault grounds generally, **13:19**

**APPLICATIONS BY LANDLORD****—Cont'd**

- Eviction applications, selected
  - Cont'd
  - “no-fault” grounds for termination of tenancy—Cont'd
  - other no-fault grounds
    - Cont'd
    - employee no longer employed, **13:21**
    - generally, **13:19**
    - government housing, non-qualification, **13:20**
    - interim occupancy of condominium, **13:22**
  - purchaser requiring unit generally, **13:12**
  - affidavit evidence, **13:12**
  - affidavit verifying good faith, **13:12**
  - application for possession, **13:12**
  - genuine and binding agreement of purchase and sale, **13:12**
  - mortgagee in possession, **13:12**
  - notice of termination, **13:12**
  - superintendent’s premises, termination of employment of person living in, **13:17, App. A:22**
- timing of application, **13:9**
- notices to rectify, **13:9**
- unauthorized occupant, **13:10, App. B**
- generally, **13:10, App. A:23**
- death of tenant, **13:10**
- surviving spouse entitled to remain in unit, **13:10**
- deemed tenancy, **13:10**
- spouse deemed to be tenant when separated from primary resident, **13:10**
- substantial connection test, **13:10**

RESIDENTIAL TENANCIES

**APPLICATIONS BY LANDLORD**

**—Cont'd**

- Eviction applications, selected
  - Cont'd
  - unauthorized occupant, **13:10**, **App. B**—Cont'd
  - timing of application, **13:10**
  - transfer of occupancy, **13:10**
- Non-eviction applications
  - generally, **13:2 to 13:7**
  - abandonment, **13:7**, **App. A:21**
  - application to Board where
    - doubt as to abandonment, **13:7**
    - proof that tenant moved out, **13:7**
    - recovery of possession without order of Board, **13:7**
    - when rental unit abandoned, **18:3**, **App. E**
  - arrears of rent
    - generally, **13:5**, **16:22**
    - application form, **13:5**
    - “cap” placed on maximum liability for arrears, **13:5**
    - combined with application for termination of tenancy, **13:5**
    - credit for rent deposit not available where only application for arrears, **13:5**
    - improper notice of termination by tenant, **13:5**
    - mitigation of losses by landlord, **13:5**
    - timing of application, **13:5**
  - changing of locks by tenant, **13:4**, **20:4**
  - damage to unit/complex, compensation for
    - generally, **13:6**
    - action against former tenants, **13:28**
    - proof that caused by tenant, **13:28**

**APPLICATIONS BY LANDLORD**

**—Cont'd**

- Non-eviction applications—Cont'd
  - damage to unit/complex, compensation for—Cont'd
  - reasonable cost of repairing damage or replacing damaged property, **13:28**
  - undue damage, **13:28**
  - determining if RTA applying, **13:3**
  - jurisdictional issue, **13:3**
- ARREARS**
  - Eviction application, **13:23**
  - Non-eviction application, **13:5**, **13:24**
  - Of rent
    - See RENT AND OTHER CHARGES
- ASSIGNMENTS**
  - See SUBLETS AND ASSIGNMENTS
- ASSOCIATE CHAIR**
  - Generally, **2:2**, **16:24**, **16:27**
- ATTEMPTS**
  - Generally, **19:5**
- AUTOMATIC RENEWAL OF FIXED TERM**
  - Generally, **5:10**
- AUTOMATIC RENT REDUCTION**
  - Generally, **10:3**
- AUTOMATIC STAY**
  - Generally, **16:35**
- BAD FAITH**
  - Administrative fine for, **2:31**
  - Bad faith notice, remedies for, **12:14**
  - Notice of termination in bad faith, obligation not to give, **12:8**, **App. A:35**



**BANKRUPTCY AND  
INSOLVENCY OF TENANT**

See LANDLORDS AND TENANTS

**BEDBUGS**

Generally, **11:8, 11:17, 11:21, 11:23, 11:26, 12:5, 13:28**

**BIAS**

See NATURAL JUSTICE,  
PRINCIPLES OF

**BILL**

See also NON-PROFIT  
CO-OPERATIVE HOUSING  
Generally, **1:5, 23:4 to 23:32**

**BOARDERS/LODGERS**

See LANDLORDS AND TENANTS

**BUSINESS USE**

Generally, **4:8**

**CABIN**

Generally, **4:7, 20:4, App. B**

**CAPITAL EXPENDITURES**

Generally, **1:3, 9:13, 9:19, 9:30 to 9:37, 20:19, App. B, App. C1, App. E**

**CARE HOMES**

Application of RTA, **21:3, App. C1**  
Assignment/subletting, **21:6**  
Care providers, external, **21:7, App. B**

Creating tenancy, **21:4**

information package given to tenant, **21:5**

Definitions, **21:2, App. B, App. C1**  
“care home,” **21:2, App. B, App. C1**

“care services,” **21:2, App. B, App. C1**

“rehabilitative,” **21:2**

Exemptions, **App. C1**

External care providers, **21:7**

**CARE HOMES—Cont’d**

Introduction, **21:1**

Privacy of tenant, **21:5**

Rent and charges for care homes, **21:9, App. B**

notice of increase in charge for care service, **21:9, App. B**

notice of rent increase, **21:9**

“rent” defined, **21:9, App. B**

Responsibilities of landlords and tenants, **App. B**

Termination of tenancy

generally, **21:10 to 21:12, App. B**

termination by landlord, **21:12**

generally, **21:12**

termination based on agreement, **21:12**

termination based on demolition, conversion or repairs, **21:12**

termination based on s, **21:12**

termination by tenant, **21:10**

termination on death of sole tenant, **6:2, 21:11**

Transfer of tenant out of care home, **21:8, App. B**

application to Board, **21:8**

mandatory mediation, **21:8, App. B**

**CARE SERVICES**

See CARE HOMES

**CAUSE OF ACTION ESTOPPEL**

Generally, **2:50**

**CHARGES**

See RENT AND OTHER CHARGES

**CLUSTER, SOCIAL JUSTICE  
TRIBUNAL**

Generally, **2:2, 2:10, App. E**

**COCKROACHES**

Generally, **11:2, 11:13, 11:21, 11:23, 11:28, 12:23**

RESIDENTIAL TENANCIES

**COERCED AGREEMENTS**

Generally, **9:15, 13:18**

**COERCION**

Generally, **11:3, 12:1, 12:7, 13:30, 16:15, App. A:34, App. B**

**COMPLEX, RESIDENTIAL**

Generally, **4:1, 4:4, 4:18, 9:22, 10:3, 10:10, 11:1, 11:5, 13:26, 15:14, 19:13, App. B**

**CONDUCT FOR ADJUDICATORS/APPOINTEES**

Generally, **2:44**

**CONSENT ORDER**

Generally, **2:2, 16:12, 16:22**

**CONSIDERATION**

Generally, **7:1**

**CONSUMER PRICE INDEX**

Generally, **8:7, 9:10, 9:29, App. B**

**CONVERSION**

See **DEMOLITION, CONVERSION, RENOVATION**

**CO-OPERATIVE CORPORATIONS ACT**

Generally, **4:14, 19:32, 23:1, 23:2**

**CO-OPERATIVE HOUSING**

See **NON-PROFIT CO-OPERATIVE HOUSING**

**CO-OWNERSHIP**

Generally, **2:4, 3:18**

**COSTS**

Allocation

See **ALLOCATION**

Board order, **2:36**

No longer borne, **7:22**

Operating

See **RENT INCREASES** utility.

See **UTILITY COSTS, APPORTIONMENT**

**COTTAGE**

Generally, **4:4, 4:7, 20:4, App. B**

**COVENANTS RUNNING WITH LAND**

See **TENANCY AGREEMENTS**

**COVID-19 PANDEMIC**

Generally, **1:7**

**CROWN LANDS**

Generally, **4:4**

**DAILY COMPENSATION**

Generally, **3:10, 7:20, 13:10, 13:24, App. E**

**DAMAGES**

See also **MAINTENANCE**

**OBLIGATIONS OF LANDLORDS; OBLIGATIONS OF LANDLORDS, OTHER**

Aggravated, **12:24**

Breach, remedy for, **11:26**

Compensation, **12:21**

Exemplary, **12:23**

Expenses, **12:21, 12:22**

Moving, **12:22**

Property damage caused by landlord, **11:26**

Punitive, **11:28, 12:5, 12:23**

**DEATH OF TENANT**

See **ABANDONED PROPERTY, DISPOSAL OF; APPLICATIONS BY LANDLORD; CARE HOMES; LANDLORDS AND TENANTS**

**DEEMED**

Fixed term deemed renewed as monthly tenancy, **5:10**

Lawful rent, **7:9**

Mortgagee deemed landlord where "in possession," **3:13, App. G**

Service of documents, **16:3**

**DEEMED—Cont'd**

Spouse deemed to be “tenant”  
where principal residence, **3:5,**  
**13:10**

Tenancy deemed to be terminated  
30 days after death, **3:14**

**DEFAULT PROCESS**

Generally, **1:3, 14:20, 16:20, 23:16**

**DELAY OF EVICTION**

Generally, **3:10, 13:9, 14:12, App. E**

**DEMOLITION, CONVERSION, RENOVATION**

See also APPLICATIONS BY  
LANDLORD; MOBILE  
HOMES AND LANDLEASE  
HOMES; RELIEF FOR TEN-  
ANTS

Generally, **6:16, 13:13, 20:15,**  
**21:12, App. A:7, App. B, App. C1, App. E**

**DEPOSIT**

See SECURITY DEPOSITS

**DIPLOMATIC IMMUNITY**

Generally, **4:30**

**DISCLOSURE**

Generally, **1:4, 2:18, 2:19, 7:22,**  
**9:21, 13:25, 14:10, 16:15,**  
**23:2, App. E**

**DISCONTINUANCE OF SERVICE/FACILITY**

See RENT DECREASES AND  
RETURN OF AMOUNTS  
COLLECTED OR  
RETAINED ILLEGALLY

**DISCOUNTS**

Generally, **7:11 to 7:13, App. B**

**DISCRETION**

See APPLICATIONS BY  
LANDLORD; PROCEED-  
INGS BEFORE LANDLORD

**DISCRETION—Cont'd**

AND TENANT BOARD

**DISCRETIONARY POWERS**

Generally, **2:5, 2:10 to 2:43, 4:25,**  
**6:3, 12:27, 13:11, 13:18,**  
**13:23, 13:35, 14:4, 14:10,**  
**14:18, 15:22, 16:16, 16:24,**  
**16:38, 17:8, 23:31**

**DISCRIMINATION**

See HUMAN RIGHTS ISSUES

**DISCRIMINATION IN HOUSING**

Generally, **15:11**

**DISPOSAL**

See ABANDONED PROPERTY,  
DISPOSAL OF; MOBILE  
HOMES AND LANDLEASE  
HOMES

**DISTRESS**

See TENANCY AGREEMENTS

**DOGS**

See PETS

**DRUGS (ILLEGAL)**

Generally, **6:16, 6:18, 6:20, 13:25,**  
**13:27, 13:33, 14:10, 15:25,**  
**16:5, 23:21**

**DUTY COUNSEL**

Generally, **2:2, 2:54, 6:10, 16:20,**  
**16:24**

**DUTY TO ACCOMMODATE**

Generally, **15:12, 15:14, 15:18**

**EDUCATIONAL INSTITUTION**

Accommodations at, **4:15**  
Partial exemptions under RTA, **4:27**

**ELECTRICITY**

See RENT AND OTHER  
CHARGES; UTILITY  
COSTS, APPORTIONMENT

**EMERGENCY SHELTER**

Generally, **4:10**

## RESIDENTIAL TENANCIES

### EMERGING ISSUES

- Generally, **1:6 to 1:19**
- Administrative justice, erosion of public confidence in, **1:18**
- COVID-19, **1:7**
- Electronic hearings, **1:13**
- Housing crisis, **1:8**
- Landlord and Tenant Board, backlogs and delays at, **1:15**
- Landlord and Tenant Board, procedural changes at, **1:12**
- Rent control, erosion of, **1:9**
- Residential Tenancies Act, amendments of (2018-2022), **1:10**
- Residential Tenancies Act, proposed amendments, **1:11**
- Security of tenure, erosion of, **1:9**
- Technology, **1:14**
- Tenants, novel tactics by, **1:15**
- Transparency, lack of, **1:17**

### ENTRY, RIGHT OF

- Generally, **11:19, 11:28, 12:2, 12:18, 19:22, App. E**

### ESTATE

- Generally, **3:9, 3:14, 18:2**

### EVICTION APPLICATIONS BY LANDLORDS

- See APPLICATIONS BY LANDLORDS

### EVICTION ORDER, ENFORCING

- See also RELIEF FOR TENANT
- Day of eviction, **17:6**
  - risk of allowing tenant access to unit, **17:6**
- Enforcement, meaning of, **17:1**
- Expiration of, **14:21**
- Last chance to save tenancy, **17:5**
- Procedure
  - generally, **17:3**
  - Sheriff's Office, **17:3**
    - filing order for enforcement, **17:3**

### EVICTION ORDER, ENFORCING

#### —Cont'd

- Procedure—Cont'd
  - Sheriff's Office, **17:3**—Cont'd
    - meeting landlord at rental unit, **17:3**
      - notice to tenant to vacate, **17:3**
      - sheriff required to enforce eviction order, **17:3**
- Property of tenant after eviction, **17:7**
- Regaining possession once eviction order enforced, **17:8**
- Urgent evictions, **17:4, App. B**
- When eviction order enforceable generally, **17:2**
  - earlier than termination date, **17:2**
    - filing not permitted prior to date indicated in order, **17:2**
    - termination date, **17:2**

### EVIDENCE

- Affidavit evidence, **13:12**
- Documentary evidence, power to require additional, **2:27**
- Documentary evidence required in support of application, **9:19, App. C1**
- Harassment, of, **2:51**
- Hearsay evidence and issue of weight to be given, **2:20**
- Penal sanctions, **19:7, App. B**
- Relevant evidence, admission, **2:20**
- “Representative” evidence, **2:12**
- Summons to witness, **2:20**
- Swearing or affirming witness, **2:20**
- Sworn testimony, **2:20**
- Unsworn testimony, **2:20**

### EXEMPTIONS

- See RENTAL PREMISES GOVERNED BY RESIDENTIAL TENANCIES ACT

### EXPENSES

- Generally, **3:8, 3:9, 7:2, 11:26, 12:21, 12:22, 20:18**

**EXTENSION OF TIME**

Generally, **16:34**

**EXTRAORDINARY INCREASES**

See RENT INCREASES

**FACILITIES**

See MAINTENANCE OBLIGATIONS OF LANDLORDS; OBLIGATIONS OF LANDLORDS, OTHER; RENT AND OTHER CHARGES; RENTAL PREMISES GOVERNED BY RESIDENTIAL TENANCIES ACT

**15% FACTOR**

Generally, **10:10**

**20% FACTOR**

Generally, **10:9**

**FALSE OR MISLEADING INFORMATION, FURNISHING OF**

Generally, **19:19**

**FEE WAIVER**

Generally, **App. E**

**FIRE**

Covenant to rebuild, **5:13**

Fire Code, **9:32, 11:3, 11:26, 14:15, App. E**

Frustration of contract, **5:7**

Termination of tenancy, **6:1 to 6:21, 11:21**

**FIT FOR HABITATION**

See MAINTENANCE OBLIGATIONS OF LANDLORDS

**FLOOD**

Generally, **11:6**

**FORESEEABILITY**

Generally, **11:15**

**FRUSTRATION OF CONTRACT**

See TENANCY AGREEMENTS.

**FUNDAMENTAL BREACH**

See RELIEF FOR TENANTS; TENANCY AGREEMENTS

**GOOD FAITH**

Generally, **12:8, 13:11, 13:14**

**GOOD STATE OF REPAIR**

Generally, **11:2, 20:12, App. A:29, App. B, App. C2, App. E**

**GUARANTOR**

Generally, **3:16**

**HARASSMENT**

Generally, **2:51, 12:7, 12:19, 15:6 to 15:10, 19:29, App. 11**

**HEALTH, SAFETY, HOUSING AND MAINTENANCE STANDARDS**

Generally, **11:3**

**HEALTH AND SAFETY**

See SAFETY

**HEARING**

Generally, **2:2, 2:36, 16:11, 16:12, 16:17 to 16:20**

**HEARSAY EVIDENCE**

Generally, **2:20, 13:25, 13:27**

**HEAT**

Generally, **11:5, 19:14**

**HISTORICAL OVERVIEW**

Commercial vs. residential tenancies, **1:2**

Constitutional jurisdiction, issue of, **1:2**

Criticisms of legislative regime in 1980's and 1990's

generally, **1:2**

adversarial process, **1:2**

application process being lengthy, **1:2**

court not best place to resolve disputes, **1:2**

## RESIDENTIAL TENANCIES

### HISTORICAL OVERVIEW

#### —Cont'd

- Criticisms of legislative regime in 1980's and 1990's—Cont'd
  - different decision-making bodies, **1:2**
  - numerous statutes, **1:2**
- Landlord and Tenant Act, **1:2**
  - court applications, **1:2**
  - Part IV: residential tenancies, **1:1**
- Legislative framework, **1:5**
  - Human Rights Code, **1:5**
  - Residential Tenancies Act
    - generally, **1:5**
    - Interpretation Guidelines, **1:5**
    - Ontario Regulation 517/06: maintenance standards, **1:5**
    - Ontario Regulation 516/06: rules relating to rent, **1:5**
    - paramountcy in field of residential tenancies, **1:5**
  - Rules of Practice, **1:5**
  - stare decisis, **1:5**
  - Statutory Powers and Procedure Act, **1:5, App. F**
- Rent controls, **1:2**
  - Rent Control Act, **1:2**
  - rent control officer, **1:2**
  - Residential Premises Rent Review Act, 1975, **1:2**
- Residential Tenancies Act, 2006 (RTA)
  - generally, **1:4**
  - backlog of cases likely resulting if insufficient resources, **1:4**
  - court having similar process, **1:4**
  - default process, elimination of, **1:4**
  - default process mainly affecting tenants, **1:4**
  - definitions, **App. B**
  - eviction orders without hearing, **1:4**
  - overview, **1:4, App. B**

### HISTORICAL OVERVIEW

#### —Cont'd

- Residential Tenancies Act, 2006 (RTA)—Cont'd
  - right of tenant to raise any issue at landlord application
    - generally, **1:4**
    - contrary to principles of natural justice, **1:4**
    - hearings adjourned to allow landlord to prepare defence, **1:4**
    - prior right under TPA to raise any relevant issue, **1:4**
    - protection continuing under RTA, **1:4**
    - “rent strikes” encouraged, **1:4**
    - spurious accusations by unscrupulous tenants, **1:4**
  - Security of tenure, **1:1**
  - Solution of one overarching statute and tribunal, **1:2**
  - Tenant Protection Act, 1997 (TPA)
    - generally, **1:3**
    - above-guideline increase (AGI) applications, **1:3**
    - annual rent guideline, **1:3**
    - comprehensive coverage of residential tenancies, **1:3**
    - condominium conversion, **1:3**
    - criticisms, **1:3**
    - Liberal government legislation, **1:3**
    - market factors, effect of, **1:3**
    - Ontario Rental Housing Tribunal, **1:3**
    - rent control, **1:3**
    - “sitting” tenant, **1:3**
    - “vacancy decontrol,” **1:3**
- HOTEL**
  - Generally, **2:28, 2:51, 3:11, 4:2, 4:7, 20:4, App. B, App. E**
- HOUSING CRISIS**
  - Generally, **1:8**

**HUMAN RIGHTS ISSUES**

- Accommodating tenants
  - generally, **15:12 to 15:15**
  - duty to accommodate, **15:12**
    - Code prohibiting discrimination, **15:12**
    - disability, meaning of, **15:13, App. E**
  - failure to accommodate, effect of, **15:15**
  - landlord's responsibilities
    - generally, **15:14**
    - exceptions, **15:14**
    - principles underlying duty to accommodate, **15:14**
  - undue hardship
    - generally, **15:14**
    - costs, **15:14**
    - health and safety requirements, **15:14**
    - outside sources of funding, **15:14**
  - responsibilities of persons with disabilities, **15:13**
- Freedom from discrimination and harassment in housing
  - generally, **15:6 to 15:10, App. I1**
  - constructive discrimination, **15:9, App. I1**
  - discrimination, meaning, **15:6**
  - examples of discrimination, **15:10**
  - harassment, meaning, **15:7**
  - Human Rights Code, relevant provisions
    - generally, **15:6**
    - duty to accommodate, **15:8**
    - equal treatment, **15:8**
    - freedom from harassment, **15:8, App. I1**
    - shared accommodations, **15:8, App. I1**
    - single gender accommodation, **15:8, App. I1**

**HUMAN RIGHTS ISSUES****—Cont'd**

- Interpretation Guideline 17 — Human Rights Guideline, **App. E**
- Introduction
  - generally, **15:1 to 15:5**
  - consultation on discrimination in rental housing, **15:3**
  - Human Rights Code, **15:2, App. I1, App. I2**
    - 2006 amendments, **15:2**
    - Landlord and Tenant Board's role, **15:5**
- Landlord and Tenant Board
  - generally, **15:5, 15:16 to 15:25**
  - application by tenant, **15:20**
  - choice of forum, **15:17**
  - human rights issues, **15:20 to 15:24**
  - jurisdiction, **15:16**
  - landlord evicting tenant, **15:20**
  - onus of proof, **15:18**
  - remedies, **15:19**
  - RTA or Board procedure
    - contravening Code, **15:20**
- Tenant selection, discrimination in
  - generally, **15:11**
  - age, **15:11**
  - credit history, **15:11, App. I2**
  - disability, **15:11**
  - discrimination based on characteristics within Code, **15:11**
  - family status, **15:11**
  - gender, **15:11**
  - low income, **15:11**
  - Ontario Human Rights Tribunal, **15:11**
  - race, **15:11**
  - religion, freedom of, **15:11**
  - rental and employment histories, **15:11, App. I2**
  - sex, **15:11**
  - special programs, **15:11**

RESIDENTIAL TENANCIES

**ILLEGAL ACT**

See APPLICATIONS BY LANDLORD, eviction applications; ENTRY, RIGHT OF; OBLIGATIONS OF LANDLORD, OTHER; PENAL SANCTIONS; RENT DECREASES AND RETURN OF AMOUNTS COLLECTED OR RETAINED ILLEGALLY

**IMPLIED TENANCY**

Generally, 5:5, 13:10

**INCURRED EXPENDITURE**

Generally, 9:32, App. E

**INDIAN LANDS**

See RENTAL PREMISES GOVERNED BY RESIDENTIAL TENANCIES ACT

**INSECTS**

Generally, 11:8, 11:23, App. C2

**INSPECTION**

Generally, 2:27, 11:2, 16:12, App. C2

**INTERESSE TERMINI**

Generally, 5:15

**INTEREST**

Generally, 8:7, 19:25

**INTERIM OCCUPANCY**

Generally, 3:12, 13:22

**INTERIM ORDER**

Generally, 2:22, 11:25, 16:22, 16:24, 16:37

**INTERPRETATION GUIDELINES**

Generally, App. E

**ISSUE ESTOPPEL**

Generally, 2:52

**JOINING APPLICATIONS**

Generally, 2:14, App. B

**JOINT AND SEVERAL LIABILITY**

See TENANCY AGREEMENTS

**JUDICIAL REVIEW**

See PROCEEDINGS BEFORE LANDLORD AND TENANT BOARD

**JURISDICTION**

Board jurisdiction, 2:3 to 2:9, 15:16, App. B

Constitutional jurisdiction, issue of, 1:2

Exclusive or concurrent, 4:17

Monetary, 2:5

**KEYS**

Generally, 3:4, 12:3, App. A:24

**LAND LEASE HOMES**

See MOBILE HOMES AND LAND LEASE HOMES

**LANDLORD**

See LANDLORDS AND TENANTS

**LANDLORD AND TENANT ACT**

Generally, 1:1, 3:17, 8:9, 13:14, 14:7

**LANDLORD AND TENANT BOARD**

See also NATURAL JUSTICE, PRINCIPLES OF, PROCEEDINGS BEFORE LANDLORD AND TENANT BOARD, RES JUDICATA and RULES OF PRACTICE

Access to board decisions, 2:56

Applications whether RTA applying, 2:55

Backlogs and delays, 1:15

Forum, choice of generally, 2:54

limitation periods, chance of expiration, 2:54

Superior Court vs. tribunal, 2:54



**LANDLORD AND TENANT  
BOARD—Cont'd**

Forum, choice of—Cont'd  
waiver of excess claim, **2:54**

Introduction, **2:1**

Jurisdiction of board  
generally, **2:3 to 2:9, App. B**  
commercial tenancies, no jurisdiction over, **2:4**  
constitutional questions, **2:6**  
notice upon Attorney General, **2:6**  
power to consider  
constitutional validity of challenged provisions, **2:6**  
determining, **2:3**  
generally, **2:3**  
exclusive jurisdiction over all matters under RTA, **2:3**  
exclusive jurisdiction to terminate tenancies, **2:3**  
former tenants, pursue in court, **2:3**  
jurisdiction over abatement of rent “damages,” **2:3**  
jurisdiction over arrears for rent, **2:3**  
jurisdiction over legality of administrative charges for electricity, **2:3**  
jurisdiction over mortgagees seeking possession, **2:3**  
human rights issues, **2:7**  
limitation periods, **2:3, 2:5**  
monetary jurisdiction  
generally, **2:5**  
amount claimable to be increased to 016725,000, **2:5**  
amount specified to be paid in order to void eviction order, **2:5**  
whether limit of 016710,000 strictly applying, **2:5**  
waiver of excess where application at

**LANDLORD AND TENANT  
BOARD—Cont'd**

Jurisdiction of board—Cont'd  
monetary jurisdiction—Cont'd  
amount specified to be paid in order to void eviction order, **2:5**—Cont'd  
whether limit of 016710,000 strictly applying, **2:5**  
—Cont'd  
Tribunal/Board, **2:5**  
whether merely informing tenant, **2:5**  
claim exceeding jurisdiction to be brought in court, **2:5**  
class action, **2:5**  
orders for payment, none if amount less than 01675, **2:5**  
separate applications combined to prevent abuse of process, **2:5**  
series of applications likely ineffective, **2:5**  
set-offs, how to calculate, **2:5**  
rent abatement set off from total rent arrears, **2:5**  
Small Claims Court jurisdiction, tied to, **2:5**  
residential tenancies  
generally, **2:4**  
definition and exceptions, **2:4**  
family law disputes, reluctance to intervene where, **2:4**  
limited powers of board, **2:4**  
pending related court proceeding, refusal of jurisdiction where, **2:4**  
post-eviction order conduct, **2:4**  
prior to commencement  
normal landlord and tenant relationship, **2:4**  
Small Claims Court, **2:5, 2:9**  
tenant in possession, application requirement, **2:8**

RESIDENTIAL TENANCIES

**LANDLORD AND TENANT  
BOARD—Cont'd**

Nature of board  
generally, **2:2, App. B**  
composition of board, **2:2, App. B**  
documents, filing of, **2:2**  
duty counsel, **2:2**  
hearings, **2:2**  
limitation of liability, **2:2**  
mediation, **2:2**  
regional offices, **2:2**  
resolution of applications, **2:2**  
Office locations, **2:2, App. D**  
ServiceOntario centres, **App. E**  
Powers of board  
generally, **2:10 to 2:43, App. B, App. E**  
fact-finding powers, **2:28**  
broad powers of Board  
member to search for truth, **2:28**  
corporate landlords, where, **2:28**  
determination of real substance of matters in issue, **2:28**  
relationship of parties, **2:28**  
introduction, **2:10**  
investigative powers  
generally, **2:27**  
documentary evidence, power to require additional, **2:27**  
inquisitorial approach, **2:27**  
inspection of premises, **2:27**  
intervention by Board  
members often necessary, **2:27**  
member entitled to gather evidence, **2:27**  
parties need to have opportunity to challenge evidence, **2:27**  
powers conferred on Board members by RTA, **2:27**  
jurisdictional powers, **2:11**

**LANDLORD AND TENANT  
BOARD—Cont'd**

Powers of board—Cont'd  
procedural powers  
generally, **2:12 to 2:26**  
adjournments, granting, **2:21, App. E**  
applications, **2:14, App. B**  
amending, **2:15, App. B, Rule 15**  
joining and severing, **2:14, App. B, Rule 18**  
permitting withdrawal of, **2:16, Rule 17**  
case management hearings, **2:24**  
costs, **Rule 27**  
disclosure, **2:19, Rule 18**  
evidence  
generally, **2:20**  
hearsay evidence and issue of weight to be given, **2:30**  
relevant evidence, admission, **2:29**  
summons to witness, **2:28**  
swearing or affirming witness, **2:29**  
sworn testimony, **2:29**  
unsworn testimony, **2:29**  
generally, **2:12**  
expeditious method of determining questions, **2:12**  
novel procedural rulings permissible, **2:12**  
“representative” evidence, **2:12**  
Statutory Powers Procedure Act, **2:12, App. F**  
waiver of rule, **2:12**  
interim orders, **2:23**  
parties, adding and removing, **2:13**

**LANDLORD AND TENANT  
BOARD—Cont'd**

Powers of board—Cont'd  
 procedural powers—Cont'd  
   payment into Board, ordering  
   and permitting, **2:22**,  
   **App. B, App. E, Rule 31**  
   ensuring landlord in no  
   worse financial posi-  
   tion, **2:22**  
   tenant application concern-  
   ing maintenance  
   problems, **2:22, Rule**  
   **31.11**  
 pre-hearing conferences and  
 case management hear-  
 ings, **2:24, Rule 20**  
 pre-screening of applications  
 generally, **2:26, Rule 8**  
 defective applications  
   rejected by staff, **2:26**  
 dispute over interpretation,  
 where, **2:26**  
 jurisdiction for administra-  
 tive staff, **2:26**  
 notice, reasons, and require-  
 ments for resumption  
 of processing must be  
 given, **2:26**  
 Statutory Powers Procedure  
 Act, **2:26, App. F**  
 proceedings, controlling, **2:18**  
   advocate or advisor, **2:18**  
   maintenance of order, **2:18**  
 public hearings, **2:18**  
 refusal to accept or continue to  
 process an application,  
**2:25**  
 Statutory Powers Procedure  
 Act, **2:18, App. F**  
   stay of proceedings, **2:25**  
   time, extending and shorten-  
   ing, **2:17**  
 substantive powers  
 generally, **2:29 to 2:43**

**LANDLORD AND TENANT  
BOARD—Cont'd**

Powers of board—Cont'd  
 substantive powers—Cont'd  
   abuse of process, preventing  
     generally, **2:39**  
     examples of situations, **2:39**  
   frivolous and vexatious  
   application, **2:39**  
   misleading or abusive  
   application, **2:39**  
   power to prevent abuse of  
   process, **2:39**  
   power to put tenant back  
   into possession, **2:39**  
 Statutory Powers Procedures  
 Act, **2:39, App. F**  
 administrative fines  
   generally, **2:31**  
   amount of fine, **2:31**  
   conditional fine, **2:31**  
   examples of cases, **2:31**  
   fine vs. costs, **2:31**  
 costs  
   generally, **2:36**  
   Board's costs, order to pay,  
   **2:36**  
   misconduct of party, **2:36**  
   “special” hearing, **2:36**  
   representation fees, **2:36**  
   statutory authority, **2:36**  
   successful applicant, **2:36**  
 declaratory relief, **2:29**  
 equitable remedies, **2:35**  
 errors, correcting, **2:41**  
 eviction  
   generally, **2:33**  
   eviction vs. termination,  
   **2:33**  
   tenant's application, **2:33**  
   unauthorized occupant,  
   where, **2:33**  
 forfeiture, relief from, **2:40**  
 injunctive relief, **2:34**

RESIDENTIAL TENANCIES

**LANDLORD AND TENANT BOARD—Cont'd**

- Powers of board—Cont'd
  - substantive powers—Cont'd
    - monetary compensation, **2:30**
      - different grounds, **2:30**
    - order prohibiting rent increase (OPRI), **2:43**
    - other terms and conditions, **2:37**
    - relief from forfeiture, granting, **2:40**
    - review of decisions, **2:42**
    - service standards, **2:57**
    - termination of tenancy
      - generally, **2:32**
      - “fault” grounds, **2:32**
      - “no-fault” grounds, **2:32**
      - tenant application, **2:33**
      - transferring tenancy, **2:38**
- Rules of Procedure, **App. D**
- Social justice tribunals cluster, **2:2, 2:10, App. E**

**LANDLORDS AND TENANTS**

- See also SUPERINTENDENTS AND OTHER EMPLOYEES OF LANDLORD
- Generally, **3:1**
- Assignees, **App. E**
- Bankruptcy and insolvency of tenant
  - generally, **3:15**
  - bankrupt's property vesting in trustee in bankruptcy, **3:15**
  - interest in rental property, **3:15**
  - insolvent person's property not passing to trustee, **3:15**
  - landlord able to commence eviction proceedings based on other claim, **3:15**
  - landlord unable to commence application based on arrears, **3:15**
  - stay of proceedings
    - generally, **3:15**

**LANDLORDS AND TENANTS —Cont'd**

- Bankruptcy and insolvency of tenant—Cont'd
  - stay of proceedings—Cont'd
    - proceeding for claim “provable in bankruptcy,” **3:15**
    - claims “provable in bankruptcy” defined, **3:15**
    - compensation for damage, **3:15**
    - debt for past rent, **3:15**
- Boarders/lodgers, **3:11**
- Condominium purchasers
  - generally, **3:12**
  - Condominium Act, 1998 limiting or modifying provisions of RTA, **3:12**
  - interim occupancy arrangements, **3:12**
  - landlord and tenant relationship, **3:12**
  - rent control not applying, **3:12**
  - termination of interim occupancy under RTA, **3:12**
    - application for possession against defaulting purchaser, **3:12**
- Co-ownership
  - generally, **3:18**
  - corporate ownership, **3:18**
    - each shareholders having right to occupy specific unit, **3:18**
  - “own use” or “purchaser's use” applications under RTA, **3:18**
    - preconditions, **3:18**
- tenants in common
  - generally, **3:18**
    - amendment restricting right of purchaser to evict tenants, **3:18**
    - exception for buildings with six units or less, **3:18**

**LANDLORDS AND TENANTS****—Cont'd**

- Co-ownership—Cont'd
  - tenants in common—Cont'd
    - amendment restricting right of purchaser to evict tenants, **3:18**—Cont'd
      - where landlord or family member previously occupied unit, **3:18**
    - landlord and tenant relationship with existing tenant, whether, **3:18**
    - right to occupy specific unit, **3:18**
- Guarantors
  - generally, **3:16**
  - arguments for including guarantor in applications before tribunal, **3:16**
  - meaning of “guarantor,” **3:16**
  - order for payment of rent only against tenant, **3:16**
  - guarantors not tenants, **3:16**
  - “rent” paid for right to occupy, **3:16**
- Introduction, **3:1**
- Landlord
  - generally, **3:1, 3:2**
  - definition, **3:2, App. B**
  - property management company as landlord, **3:2**
  - successors in title
    - generally, **3:2**
    - benefit from conduct of previous landlord, **3:2**
    - liability for conduct of previous landlord, **3:2**
    - liable for money illegally collected previously, **3:2**
    - liable from date successor acquired property, **3:2**
- Life tenancy
  - generally, **3:17**
  - lease for life precluding notice of termination under RTA, **3:17**

**LANDLORDS AND TENANTS****—Cont'd**

- Life tenancy—Cont'd
  - occupancy for life usually under will, **3:17**
  - responsibility for repairs, **3:17**
  - termination on death of life tenant, **3:17**
- Mortgagee in possession
  - generally, **3:2, 3:13, App. G**
  - enforcement of rights as landlord under RTA where identities known, **3:13**
  - long-term leases not registered on title, **3:13**
  - mortgagee deemed landlord where “in possession,” **3:13, App. G**
    - tenants obligated to pay rent to mortgagee, **3:13**
  - mortgagee exercising control over property upon mortgagor’s default, **3:13, App. G**
  - notice to tenants of change in landlord, **3:13, App. G**
    - failure to comply preventing exercise of mortgagee’s rights, **3:13**
  - preliminary steps not constituting taking possession, **3:13**
  - prior breaches by former landlord, **3:13**
  - problems in identifying tenants and tenancy agreements, **3:13**
    - powers of court, **3:13**
    - risk in commencing Board application without necessary information, **3:13**
- Rent deposits collected by former landlord, **3:13**
- Roommates, **3:6, App. E**
- Single family dwelling
  - generally, **3:13**

RESIDENTIAL TENANCIES

**LANDLORDS AND TENANTS**

—Cont'd

Single family dwelling—Cont'd  
option to purchase in lease,  
where  
generally, **3:13**  
possession for mortgagee's  
family or purchaser, **3:13**  
tenant application to re-occupy  
if mortgagee or purchaser  
not occupy unit, **3:13**  
unauthorized conversion to  
multiple units, **3:13**  
vacant possession clause in  
agreement of purchase  
and sale to be modified,  
**3:13**  
extension of closing date,  
provision for, **3:13**  
whether single family dwell-  
ing, **3:13**  
tenancy agreements, subject to,  
**3:13**  
tenants obligated to pay rent to  
mortgagee, **3:13, App. G**  
termination of tenancies under  
RTA, **3:13, App. G**  
notice of termination, **App. G**  
Subtenancies, **App. E**  
Tenant  
generally, **3:3, App. E**  
death of tenant, **3:14**  
definition, **3:3, App. B**  
factors considered, **3:3**  
payment of rent by person not  
necessarily meaning that  
tenant, **3:3**  
responsibilities, **App. B**  
spouse of, **App. E**  
trespassers, **3:3**  
Tenant "in possession"  
generally, **3:4**  
indicia of "in possession," **3:4**  
control over unit, **3:4**  
retention of keys, **3:4**

**LANDLORDS AND TENANTS**

—Cont'd

Tenant "in possession"—Cont'd  
limit on tenant's liability for rent  
arrears, **3:4**  
multiple tenants: Bakker deci-  
sion, **3:4**  
remedies against tenant "in pos-  
session," **3:4**  
"money order," **3:4**  
possession of rental unit at  
time of application, **3:4**  
Tenant's death  
generally, **3:14**  
estate of tenant not having rights  
of "tenant," **3:14**  
heir of tenant not having right to  
take over tenancy, **3:14**  
mobile home exceptions where  
tenant owning mobile home,  
**3:14**  
personal representative having  
right to commence proceed-  
ing, **3:14**  
removal of property within 30  
days of death, **3:14**  
sale of property within six  
months of death, **3:14**  
surviving spouse having new  
protection, **3:14**  
tenancy deemed to be terminated  
30 days after death, **3:14**  
Tenant's spouse  
generally, **3:5, App. B**  
spouse deemed to be "tenant"  
where principal residence,  
**3:9**  
exceptions, **3:9**  
surviving spouse having option  
of vacating or remaining as  
"tenant," **3:8**  
**LAWFUL RENT**  
See RENT AND OTHER  
CHARGES

**LEAK**

Generally, **11:6**

**LEGAL REPRESENTATION**

Generally, **2:53, 16:9, App. E**

**LIFE TENANCY**

See **LANDLORDS AND TENANTS**

**LIMITATION OF LIABILITY**

Generally, **11:10**

**LIMITATION PERIOD**

Generally, **2:5, 2:26, 2:54, 10:18, 11:19, 12:1, 12:8, 12:11, 13:24, 15:24, 19:6**

**LITIGATION GUARDIAN**

Generally, **2:45, 2:49, 16:10, 16:36, App. B**

**LOCKOUT, ILLEGAL**

See **OBLIGATIONS OF LANDLORDS, OTHER**

**LOCKS**

See also **APPLICATIONS BY LANDLORD, non-eviction applications; OBLIGATIONS OF LANDLORDS, OTHER, PENAL SANCTIONS**

Generally, **7:2, 12:2, 12:3, 12:19, 12:26, 13:4, 13:25, 17:3, 19:11**

**LODGER**

See **LANDLORDS AND TENANTS**

**MAINTENANCE OBLIGATIONS OF LANDLORDS**

See also **OBLIGATIONS OF LANDLORDS, OTHER**

Common maintenance issues  
generally, **11:4**  
inadequate heat, **11:5**  
leaks, floods and sewer back-ups, **11:6**  
mould, **11:7**

**MAINTENANCE OBLIGATIONS OF LANDLORDS—Cont'd**

Common maintenance issues

—Cont'd

pests, **11:8**

Entry to premises, rules, **11:19**

Good state of repair and fit for habitation

generally, **11:2, App. E**

“as is” basis, **11:2**

“fit for habitation,” meaning of, **11:2, App. E**

“good state of repair,” meaning of, **11:2**

maintaining complex in state of good repair, meaning of, **11:2**

reasonableness of steps taken by landlord, **11:2**

routine inspections of rental units, **11:2**

security guards as essential service, **11:2**

tenant’s acknowledgment that premises satisfactory, **11:2**

landlord’s obligation under Act remaining, **11:2**

Health, safety, housing and maintenance standards

generally, **11:3, App. B, App. E**

cases where tenants successful in proving breach of standards, **11:3**

cost of repairs, limit on, **11:3**

failure to comply, consequences for, **11:3**

investigation of alleged violations, **11:3**

sources of standards

generally, **11:3**

health standards in Health Protection and Promotion Act, **11:3**

housing and maintenance standards in municipal by-laws, **11:3**

RESIDENTIAL TENANCIES

**MAINTENANCE OBLIGATIONS  
OF LANDLORDS—Cont'd**

Health, safety, housing and maintenance standards—Cont'd  
sources of standards—Cont'd  
Toronto Property Standards  
By-law, **11:3**

Heating, inadequate, **11:5**

Introduction  
generally, **11:1**  
common clause requiring tenants to make repairs, **11:1**  
no implied covenant warranting suitability of premises, **11:1**

RTA requiring landlord to maintain premises in good state of repair  
generally, **11:1**  
leases incorporating interdependence with tenant's obligations, **11:1**  
maintenance standards under RTA  
generally, **App. C2, App. E**  
general maintenance, **App. C2**  
inspection charges, **App. C2**  
mobile homes parks and land lease communities, **App. C2**  
safety and security, **App. C2**  
structural elements, **App. C2**  
utilities and services, **App. C2**

obligation of landlord extending to common areas and facilities, **11:1**

obligation to repair being implied covenant by landlord, **11:1**

“services and facilities” provided by landlord listed in Act, **11:1, App. B, App. C1**

**MAINTENANCE OBLIGATIONS  
OF LANDLORDS—Cont'd**

Landlord's liability, limits on generally, **11:10**  
agreement that tenant will perform routine maintenance, **11:17**  
foreseeability issues, **11:15**  
general principles, **11:10**  
liability of new landlord or mortgagee in possession, **11:11**  
mitigation responsibilities, **11:15**  
notification of landlord of problems  
generally, **11:13**  
landlord's obligation not dependent on notification, **11:13**  
landlord to take necessary steps in reasonable time to fix problem, **11:13**  
objective vs. subjective standard, **11:14**  
tenant's responsibility for cleanliness and damage, **11:12**

Leaks/floods/sewer issues, **11:6**

Mobile home parks and land lease communities, **11:9**

Mould issues, **11:7**

Pest infestations, issues re, **11:8**

Procedure  
generally, **11:19**  
application by tenant to Board for relief, **11:19**  
commencement of application within one year of problem arising, **11:19**  
landlord's application and, **11:19**  
ongoing maintenance issues, evidence re, **11:19**

Remedies for breach  
generally, **11:20, 11:20 to 11:28, App. E**



## MAINTENANCE OBLIGATIONS OF LANDLORDS—Cont'd

- Remedies for breach—Cont'd
  - abatement of rent
    - generally, **12:19**
    - circumstances justifying, case law, **11:19**
  - damages and abatement, **11:23**
  - lack of repairs extending beyond reasonable time, **11:23**
  - period when landlord aware of maintenance problem, **11:23**
  - where disturbance created by repair work, **11:23**
- damages
  - generally, **11:26**
  - cases where damages awarded or considered as remedy, **11:26**
  - compensation for damage to property and out-of-pocket expenses, **11:26**
  - damages for personal injuries to be pursued in civil action, **11:26**
- landlord ordered to do repairs
  - generally, **11:25**
  - abatement not necessarily satisfying tenant, **11:25**
  - final order not allowing for monitoring of compliance, **11:25**
  - interim order permitting later hearing to ascertain compliance, **11:25**
  - landlord typically ordered to have work done, **11:25**
  - tenant arrange for work if landlord fails and deduct cost from future rent, **11:25**
- order Board considers appropriate
  - generally, **11:28**

## MAINTENANCE OBLIGATIONS OF LANDLORDS—Cont'd

- Remedies for breach—Cont'd
  - order Board considers appropriate—Cont'd
    - general damages for landlord's breach, **11:28**
    - limit on costs awarded, **11:28**
    - punitive or exemplary damages, **11:28**
    - specifying dates and times of entry into rental unit, **11:28**
  - order prohibiting rent increase (OPRI)
    - generally, **11:27**
    - issue concerning confirmation when work order satisfied, **11:27**
    - notice/content of OPRI to prospective new tenant, **11:27**
    - relief granted for landlord breach, **11:27**
    - serious breach of landlord's maintenance obligations, **11:27**
  - repairs by tenant authorized
    - generally, **11:24**
    - application to obtain order authorizing work done, **11:24**
    - authorization before doing any necessary work, **11:24**
    - notice to landlord of necessity for repairs, **11:24**
    - set-off of amounts incurred not automatic right, **11:24**
- termination of tenancy
  - generally, **11:21**
  - application by tenant, **11:3**, **11:21**
  - fire damage, **11:21**
  - serious breach of duties, **11:21**
  - whether fundamental breach of landlords obligation, **11:21**

RESIDENTIAL TENANCIES

**MAINTENANCE OBLIGATIONS OF LANDLORDS—Cont'd**

- Remedies for breach—Cont'd
  - withholding rent
    - generally, **11:22**
    - RTA encouraging tenants to withhold rent, **11:22**
    - withholding of rent where serious maintenance problems, **11:22**
    - withholding rent not recommended strategy, **11:22**
- Supporting documentation to be filed, **11:19**
- Tenant's application in response to landlord's application, **11:19**
  - consolidation of applications, **11:19**
  - written request to landlord for repairs, **11:19**

**MARIJUANA**

See DRUGS

**MAXIMUM RENT**

Generally, **7:8, 9:2, 9:4, 9:26**

**MEDIATED AGREEMENT**

Generally, **2:53, 13:27, 14:8, 16:15, 23:28, App. A:20, App. B**

**MEDIATION AND NEGOTIATION**

See PROCEEDINGS BEFORE LANDLORD AND TENANT BOARD

**MICE**

Generally, **11:2, 11:12, 11:13, 11:21, 11:23, 11:26, 11:28, 12:19, 12:23**

**MISREPRESENTATION**

Generally, **5:6, 5:12, 6:16, 13:26, 23:20, App. A:12, App. B**

**MITIGATION**

Generally, **5:14, 11:16**

**MIXED USE OF PREMISES**

Generally, **4:6, 4:8**

**MOBILE HOMES AND LAND LEASE HOMES**

- Assignment of site
  - generally, **20:10, App. B**
  - right of landlord to refuse consent to "specific assignment," **20:10**
    - whether landlord able to unreasonably refuse consent, **20:10**
  - RTA placing onus on landlord to object by commencing application, **20:10**
  - tight deadline for making application, **20:10**
- Demolition, conversion or repairs, termination for
  - generally, **20:15**
  - compensation for tenant, **20:15**
  - conversion, termination for, **20:15**
  - minimum notice where home owned by tenant, **20:15**
- Disposal of tenant's home and personal property
  - generally, **20:13, 20:14, App. B**
  - abandonment of home, **18:1, App. A:21**
  - death of owner, **20:14, App. B**
  - termination of tenancy
    - generally, **20:13, App. B**
    - landlord of park or community having no right to enter home, **20:12**
    - liability of landlord for failure to comply with procedures, **20:13**
    - notice of intention to dispose of home, **20:13**
    - sale or retention of home after 60 days, **20:13**
    - tenant's claim for home or proceeds within 6 months, **20:13**

**MOBILE HOMES AND LAND  
LEASE HOMES—Cont'd**

## Introduction

generally, **20:1 to 20:4**

## application of RTA

generally, **4:29, 20:1, 20:4**partial exemption, **4:29, 20:4**

whether exempt under Act

generally, **4:29, 20:4**living accommodation for  
seasonal or temporary  
period, **20:4**living accommodation in  
cottage establishment,  
**20:4**definition of “land lease home,”  
**20:3, App. B**“land lease community,” **20:3,**  
**App. B**“rental unit” defined, **20:3,**  
**App. B**

## definition of “mobile home”

generally, **20:2, App. B**affixed to ground and issue of  
unjust enrichment, **20:2**“mobile home park,” meaning  
of, **20:2, App. B**“rental unit” defined, **20:2,**  
**App. B**

## Maintenance obligations of landlord

generally, **11:9, 17:3, 20:12,**  
**App. B, App. C2**additional responsibilities, **11:9,**  
**20:12**health, safety, housing and main-  
tenance standards, compli-  
ance with, **11:14, 20:12**tenant’s application where breach  
of landlord’s obligations,  
**20:12**where complete or substantial  
lack of repair, **20:12**abatement ordered, **20:12**Park/community rules, **20:5, App.  
B****MOBILE HOMES AND LAND  
LEASE HOMES—Cont'd**Property assessment information,  
**20:6, App. B, App. H**

## Rent and other charges

generally, **7:2, 20:16 to 20:20,**  
**App. B**exemption from “cap” on rent  
increase above guideline,  
**20:19**capital expenditures, certain  
types of, **20:19**“infrastructure work,” **20:19,**  
**App. B**municipal or local service taxes,  
collecting, **20:20**new tenancies, establishing rent  
for, **20:16**

## permitted charges

generally, **7:2, 20:18, App. B**administration fee being illegal  
charge, **7:2**expenses relating to entry into  
park and installation of  
home, **7:2, 20:18**membership fees not constitut-  
ing “rent,” **20:18**property taxes paid by landlord  
relating to home, **7:2**water expenses, **7:2, 20:18**rent increase permitted on assign-  
ment of site, **20:17, App. B**Renting mobile home or land lease  
home from owner, **20:21**Restraint of trade prohibited, **20:11,**  
**App. B**

## Tenant’s right to sell

generally, **20:7 to 20:9, App. B**advertising home for sale, **20:9,**  
**App. B**landlord’s right of first refusal,  
**20:8, App. B****MORTGAGEES IN POSSESSION**See LANDLORDS AND TEN-  
ANTS

RESIDENTIAL TENANCIES

**MORTGAGES ACT**

Generally, **App. G**

**MOTEL**

See **HOTEL**

**MOULD**

Generally, **11:3, 11:7, 11:12, 11:13, 11:16, 11:19, 11:23, 11:24, 11:28, 14:14, 19:16, 19:23, App. C2**

**MUNICIPAL TAXES AND CHARGES**

Generally, **1:5, 9:4, 9:10, 9:16, 9:17, 9:19, 9:22, 9:29, 10:4, 10:6, 10:9, 16:17, App. B, App. C1**

**NATURAL JUSTICE, PRINCIPLES OF**

Bias

generally, **2:45**  
lack of neutrality or impartiality, **2:45**  
procedural fairness, **2:45**  
“reasonable apprehension of bias,” **2:45**  
test applied, **2:45**  
submissions where allegation of bias, **2:45**

Introduction

generally, **2:44**  
conduct of Board members, **2:44**  
duty to act fairly, **2:44**  
Model Code of Conduct, **2:44**

Language, **2:46**

French interpreter provided, **2:46**  
other interpreters to be arranged by parties, **2:46**

Persons under disability, **2:49**

Procedural fairness

generally, **2:48**  
absence of party, **2:48**  
each party to have opportunity to present case, **2:48**  
nonsuit motion, **2:48**

**NATURAL JUSTICE,**

**PRINCIPLES OF—Cont’d**

Procedural fairness—Cont’d  
evidence considered by member, **2:48**  
parties to have opportunity to confront evidence, **2:48**  
failure to control disruptive conduct, **2:48**  
Right to be represented, **2:47**

**NEGLIGENCE**

Generally, **2:2, 2:9, 2:51, 7:22, 11:6, 11:13, 11:15, 11:21, 11:23, 11:26, 12:20, 13:28, 13:29, 16:36, 18:1, 18:7, 19:1**

**NEGOTIATION AND MEDIATION**

See **PROCEEDINGS BEFORE LANDLORD AND TENANT BOARD**

**NOISE**

Generally, **2:4, 10:14, 11:14, 12:2, 12:5, 12:6, 12:19, 12:27, 13:30, 13:31, 13:35, 14:11, 14:15, 15:16, 15:25, 16:37, 23:2, App. C1**

**NON-ARM’S LENGTH TRANSACTIONS**

Generally, **9:21, App. C1**

**NON-PROFIT CO-OPERATIVE HOUSING**

Bill 14, situation prior to, **23:2**  
change, impetus for, **23:3**  
offences, **19:32**  
Bill 14 reforms  
generally, **23:4 to 23:32**  
applications under Part V.1  
generally, **23:5 to 23:14, App. E, Rule 34.1**  
adjournment requests, **23:14**  
case management hearing, **23:10, App. E**  
ex parte applications, **23:14**

**NON-PROFIT CO-OPERATIVE  
HOUSING—Cont'd**

Bill 14 reforms—Cont'd  
 applications under Part V.1  
   —Cont'd  
     merits hearing, **23:11, App. E**  
     notice of hearings, **23:7, App. F, Rule 34.3**  
     representation at hearings, **23:13, App. E**  
     serving and filing complete application, **23:6, App. E, Rule 34.3**  
     serving and filing complete response, **23:9, App. E, Rule 34.3**  
 eviction, relief from, **23:31**  
 notice of termination, application made without notice to unit member  
   generally, **23:28 to 23:30**  
   application under s. 94.10, **23:29**  
   breach of order or mediated agreement, **23:30, App. A:20**  
 notice of termination, applications where required  
   generally, **23:16**  
   fast-track, **23:23, App. A:14**  
   normal, **23:22, App. A:13**  
 illegal act, **23:21**  
 material misrepresentation of income, **23:20**  
 non-payment of housing charges, **23:19**  
 overcrowding, **23:26, App. A:18**  
 persistently late payment of housing charges, **23:17**  
 reasonable enjoyment, substantial interference with, **23:24, App. A:15, App. A:16**  
 safety impairment, **23:25, App. A:17**

**NON-PROFIT CO-OPERATIVE  
HOUSING—Cont'd**

Bill 14 reforms—Cont'd  
 notice of termination, applications where required  
   —Cont'd  
     second notice, **23:27**  
 remedies, **23:32**  
 service of documents, **23:15**

**NON-PROFIT PUBLIC HOUSING**  
 Generally, **4:25, App. B**

**NON-RESIDENTIAL USE**  
 Generally, **4:6, 13:15**

**NOTICE OF RENT INCREASE**  
 Generally, **5:10, 5:17, 9:7, 9:12, 10:4, 21:8, App. B**

**NOTICE OF TERMINATION**  
 Generally, **2:17, 6:4, 6:16 to 6:18, 12:5, 12:7, 12:8, 13:15, 13:25, 13:28, 13:29, 13:31, 16:2, 16:8, 20:15, 23:16, 23:24, App. B, App. E, App. H**

**OBLIGATIONS OF LANDLORDS,  
OTHER**

See also MAINTENANCE  
 OBLIGATIONS OF  
 LANDLORDS  
 Evicted tenant's property, obligations respecting, **12:10, 19:29, App. A:37**  
 Harass, obstruct, coerce, threaten or interfere with tenant, obligation not to  
   generally, **12:7, App. A:34**  
   “coercion,” meaning of, **12:7**  
   definitions, **12:7**  
   “harassment,” meaning and instances of, **12:7**  
   “interference” meaning of, **12:7**  
   “obstruction,” meaning of, **12:7**  
   “threatening,” meaning of, **12:7**

RESIDENTIAL TENANCIES

**OBLIGATIONS OF LANDLORDS,  
OTHER—Cont'd**

Illegal lockouts: obligation not to alter locking system without giving keys generally, **12:3, App. A:31**  
abandoned units, **12:3**  
keys to new locks to be given to tenant, **12:2**  
remedies, **12:13**  
wrongful eviction being seriously dealt with, **12:3**  
administrative fine imposed on landlord, **12:3**

Interference with reasonable enjoyment of unit/complex, obligation not to generally, **12:5, App. A:33**  
breaches of covenant for quiet enjoyment generally, **12:5**  
covenant for quiet enjoyment expressed or implied in residential tenancies, **12:5**  
statutory obligation of landlords, **12:5**  
examples of interference, **12:5**  
limitation of landlord's liability, **12:5**

Ontario Law Reform Commission recommendations, **12:5**  
whether breach of covenant occurred and appropriate remedy, **12:5**

repairs  
See repairs/maintenance, interference with enjoyment caused by introduction, CITE 12:6

obligations of landlord, **12:5**  
additional obligations under RTA, **12:1**  
responsibility for conduct of superintendent and agents, **12:1**

**OBLIGATIONS OF LANDLORDS,  
OTHER—Cont'd**

Interference with reasonable enjoyment of unit/complex, obligation not to—Cont'd  
tenant's application, **12:1**

Notice of termination in bad faith, obligation not to give generally, **12:8, App. A:35**  
lengthy delay between tenant vacating and landlord taking possession, **12:8**  
question whether notice given in good faith, **12:8**  
obligation to act in good faith in giving notices, **12:8**  
suspicion and bad faith if landlord indicating possession and not moving in, **12:8**  
tenant not informed of right to first refusal where extensive renovations, **12:8**  
where notice on behalf of purchaser, **12:8**

Privacy rights of tenant vs. landlord's right to enter unit generally, **12:2**  
awards/remedies re unauthorized/illegal entry, **11:22**  
landlord's right to enter on 24 hours' written notice, **12:2**  
landlord's right to enter without written notice, **12:2**  
permitting entry of others, **11:22**  
real estate agents, **12:2**  
repairs, **12:2**

Procedure, **12:11**  
combining of tenant applications, **12:11**  
events complained about to occur during tenancy, **12:11**  
service of application and notice of hearing, **12:11**  
timing of tenant application, **12:11**

**OBLIGATIONS OF LANDLORDS,  
OTHER—Cont'd**

- Procedure, **12:11**—Cont'd
  - types of tenant applications, **12:11**
- Remedies
  - generally, **12:12 to 12:27, App. B**
  - abatement of rent
    - generally, **12:19**
    - case examples, **12:19**
    - harassment, **12:19**
    - illegal entry, **12:19**
    - illegal lockout, **12:19**
    - seriousness of event or conduct as factor, **12:19**
  - administrative fine, **12:26, App. E**
  - bad faith notice, remedies for, **12:14**
  - breach of ss-27, remedies for, **12:12**
  - damages
    - generally, **12:20 to 12:24**
    - aggravated damages, **12:24**
    - compensation for lost or damaged property and out-of-pocket expenses, **12:21**
    - exemplary damages, **12:23**
    - introduction
      - generally, **12:20**
      - case examples, **12:20**
      - civil action for substantial amount, **12:20**
      - court having jurisdiction for personal injuries, **12:20**
      - exculpatory clauses in tenancy agreements, **12:20**
      - general damages flowing from landlord's breach, **12:20**
      - power to award compensation for monetary losses, **12:20**
      - types of damages, **12:20**

**OBLIGATIONS OF LANDLORDS,  
OTHER—Cont'd**

- Remedies—Cont'd
  - damages—Cont'd
    - moving expenses, storage expenses and difference in rent, **12:22**
    - punitive damages, **12:23**
  - evicted tenant denied access to property, remedies where, **12:15**
  - illegal lockouts, special provisions respecting, **12:13**
  - other order that Board considering appropriate, **12:26**
  - prohibition of conduct, **12:2**
  - remedies different from those in application, **12:16**
  - right of first refusal, failure to honour, **12:14**
  - termination of tenancy, **12:17**
- Repairs/maintenance, interference with enjoyment caused by
  - generally, **12:6**
  - relief available to tenants
    - generally, **12:6**
    - abatement of rent where substantial and unreasonable interference, **12:6**
    - abatement where temporary loss of use of facilities during repairs, **12:6**
    - no abatement where specified conditions met, **12:6**
    - O. Reg/06, **12:6**
    - O. Reg/98, **12:6**
    - test being convoluted and restrictive, **12:6**
    - significant disturbance possibly breaching covenant, **12:6**
    - substantial inconvenience and discomfort, **12:6**
    - tenant's right to quiet enjoyment vs. landlord's obligation to repair, **12:6**
    - competing interests where major repair project, **12:6**

RESIDENTIAL TENANCIES

**OBLIGATIONS OF LANDLORDS,  
OTHER—Cont'd**

- Right of first refusal, obligation to honour, **12:8, 12:9**
- Vital services, obligation not to withhold/interfere with supply of
  - generally, **12:4**
  - self-help remedies prohibited, **12:4**
  - supply of vital services or care services not to be withheld or interfered with, **12:4**
  - “care services” defined, **12:4, 21:2, App. B**
  - “vital services” defined, **12:4, App. B**
  - withholding vs. interference with, **12:4**

**OBLIGATIONS OF TENANTS**

- Generally, **13:1**

**OBSTRUCTION**

- Generally, **2:3, 11:3, 12:1, 12:5, 12:7, 13:30, 15:11, 15:23, 18:7, 19:12, 19:15, 20:12**

**OCCUPANT**

- Generally, **App. A:23, App. B, App. E**

**ODOUR**

- Generally, **12:5, 13:28 to 13:30, 14:11**

**OFFENCES**

- See PENAL SANCTIONS

**ONTARIO ENERGY BOARD**

- Generally, **2:3, 22:1**

**ONTARIO HUMAN RIGHTS  
CODE**

- See also HUMAN RIGHTS ISSUES
- Generally, **15:1, App. I1, App. I2**

**OPERATING COSTS**

- Generally, **1:3, 2:19, 7:22, 9:4, 9:10, 9:16, 9:19, 9:22, 9:24, 9:29, 15:14, App. B, App. C1**

**OPERATING COSTS, TABLE**

- Generally, **App. J**

**ORAL TENANCY AGREEMENT**

- Generally, **5:4**

**ORDERS**

- Generally
  - See PROCEEDINGS BEFORE LANDLORD AND TENANT BOARD
- Consent, **2:2, 16:12, 16:22**
- Interim orders, **2:22, 11:25, 16:22, 16:24, 16:37**
- Order prohibiting rent increase (OPRI), **2:34, 2:43, 7:8, 7:22, 9:11, 10:18, 11:27, 19:31**
- Practice rules
  - See RULES OF PRACTICE

**OUT-OF-POCKET EXPENSES**

- Generally, **2:30, 11:15, 11:16, 11:20, 11:26, 12:8, 12:12, 12:15, 12:21, 15:19, 18:7, 20:13, 20:18**

**OVERCROWDING**

- Generally, **6:16, 6:19, 13:32, 14:2, 14:13, 14:16, 23:2, 23:26, 23:31, App. A:18, App. B**

**PARENTAL RESPONSIBILITY  
ACT, 2000**

- Generally, **13:28, App. L**

**PARK/COMMUNITY RULES**

- See MOBILE HOMES AND LAND LEASE HOMES

**PARTIES, AGENTS AND  
REPRESENTATIVES**

- Generally, **16:9, App. E**



**PART V.1 OF RTA**

Generally, **4:14, 23:5 to 23:32, Rule 34.1**

**PAYMENT INTO BOARD**

Generally, **2:22, App. B, App. E**

**PAYMENT OF RENT**

See APPLICATIONS BY LANDLORD; ARREARS; RENT AND OTHER CHARGES, RENT DECREASES; RENT INCREASES

**PENAL/CORRECTIONAL (INSTITUTION) ACCOMMODATION**

Generally, **4:12, App. B**

**PENAL SANCTIONS**

Evicted tenant's property not available for retrieval, **19:30**

Failure to comply with compensation requirements, **19:17**

Failure to do work, **19:23**

False or misleading information, furnishing, **19:19**

landlord, by, **19:20**

tenant, by, **19:21**

Harassing or interfering with reasonable enjoyment of tenant, **19:29**

Illegal change of locks and unlawful recovery of possession, **19:11**

landlord, by, **19:13**

RTA provisions, **19:11**

tenant, by, **19:12**

Illegal entry, **19:22**

Illegal rent, charging, **19:28**

Interference with landlord's rights, **19:15**

refusal of access to unit, **19:15**

Introduction

generally, **19:1 to 19:10**

attempts, **19:5, App. B**

**PENAL SANCTIONS—Cont'd**

Introduction—Cont'd

complaint to Ministry's

Investigation and Enforcement Unit, **19:1**

evidence, **19:7, App. B**

investigation of complaint, **19:1, App. B**

limitation period, **19:6, App. B**

onus of proof, **19:3**

penalties and factors considered on sentencing

generally, **19:8, App. B**

aggravating factors, **19:8**

finest generally, **19:8**

maximum fine, **19:8**

time for payment, **19:8**

victim fine surcharge, **19:8**

mitigating factors, **19:8**

plea bargain, **19:8**

purpose of offences and sanctions, **19:2**

recent developments, **19:9**

trial within a reasonable period of time

generally, **19:10**

case law, **19:10**

Charter challenges, **19:10**

unreasonable delay, **19:10**

types of offences, **19:4**

New offences under RTA, **19:31, App. B**

Non-profit housing co-operatives, **19:32**

Receipt, failure to provide, **19:27**

Security deposits, offences relating to

generally, **19:24**

failure to repay deposit, **19:26**

four offences, **19:24**

illegal security deposit, **19:25**

Sheriff evicts tenant, **18:5**

Unlawful seizure of goods, **19:16**

Vital services, interference with generally, **19:14**

## RESIDENTIAL TENANCIES

### **PENAL SANCTIONS—Cont'd**

- Vital services, interference with
  - Cont'd
  - case examples, **19:14**
  - heavier fines, **19:12, 19:14**
  - leniency where financial difficulties, **19:14**
  - “vital services” defined, **19:14, App. B, App. C1**
  - heat, provision of, **19:14**

### **PERSONS UNDER DISABILITY**

- Generally, **2:49**

### **PESTS**

- Generally, **11:2, 11:8, 11:16, 11:23, 16:12**

### **PETS**

- Eviction
  - generally, **17:6**
  - presence of animal, applications based on
    - generally, **13:27, 13:30, 13:31, 13:33, App. B**
    - case examples, **23:25**
    - “no pet” provisions having no legal effect, **4:27, 5:6**
    - serious interference or serious impairment of safety, where, **13:7, 13:28, 13:30, 23:25**
- Prohibition against “no pets” clauses
  - generally, **4:27, 5:6, 13:33**
  - condominium unit rented where declaration prohibited pets, **5:6**
  - university requiring notice of termination executed at commencement of tenancy, **5:6**

### **POST-DATED CHEQUES**

- Generally, **4:24, 5:6, 7:15, 7:21, 8:2, 9:7, 9:8, 12:7, 13:35, 14:15, App. B** Generally

### **PRACTICE DIRECTIONS**

- Social Justice Tribunals Ontario,  
**App. E**

### **PREDOMINANT USE OF PREMISES**

- Generally, **4:6, 4:8**

### **PRE-HEARING CONFERENCE**

- Generally, **2:24**

### **PRE-PAYMENT OF RENT**

- Generally, **7:14, 8:2**

### **PRE-SCREENING OF APPLICATION**

- Generally, **2:26**

### **PRIVACY**

- See OBLIGATIONS OF LANDLORDS, OTHER

### **PROCEEDINGS BEFORE LANDLORD AND TENANT BOARD**

- See also LANDLORD AND TENANT BOARD

#### Adjournments

- generally, **16:16**
- conditions for, **16:16, App. E**
- consent of parties, **16:16**
- contested adjournment, **16:20**
- Interpretation Guideline No: 1 procedure to follow, **16:16, App. E**
- new issues raised by tenant, **16:16**

#### Appeals

- generally, **16:33 to 16:40, App. B**
- automatic stay, **16:35**
- examples, **16:39**
- improper purpose, appeals brought for
  - generally, **16:37**
  - delaying tactic, **16:37**
- eviction orders, effect of delay on enforcing, **16:37**

**PROCEEDINGS BEFORE  
LANDLORD AND TENANT  
BOARD—Cont'd**

- Appeals—Cont'd
- improper purpose, appeals brought for—Cont'd
    - failing to proceed with appeal procedure expeditiously, **16:37**
    - interim orders, **16:37**
    - quashing appeal should be seldom exercised, **16:37**
  - powers of Divisional Court, **16:40**
  - question of law
    - generally, **16:36**
    - issues to be raised at first instance, **16:36**
    - question of fact, court not intervening when, **16:36**
    - question of fact whether landlord reasonably accommodating, **16:36**
    - question of law where misinterpretation of word “serious,” **16:36**
  - right of appeal, **16:33**
  - standard of review, **16:38**
    - degree of deference, **16:38**
  - time limit, **16:34**
    - extension of time, **16:34**
    - perfecting appeal, **16:34**
- Application
- generally, **16:8**
  - parties, **16:8**
  - prescribed information, **16:8**
  - types of applications
    - generally, **16:8**
    - combined applications, **16:8**
    - factors considered, **16:8**
    - grounds for termination able to be “cured,” **16:8**
    - potential grounds, **16:8**
    - restrict to one main issue, **16:8**

**PROCEEDINGS BEFORE  
LANDLORD AND TENANT  
BOARD—Cont'd**

- Hearing
- generally, **16:17 to 16:20**
  - electronic hearings, shift to, **1:13**
  - recording proceedings
    - generally, **16:19**
    - absence of transcript of hearing resulting in new hearing, **16:19**
    - Divisional Court recommending that all hearings be recorded, **16:19**
    - lack of recording not necessarily permitting appeal, **16:19**
    - not required, **16:19**
    - requesting copies, **16:19**
  - types of hearings
    - generally, **16:17**
    - electronic hearing, **1:13, 16:17, App. E**
    - oral hearing, **16:17, App. F**
    - written hearing, **16:17**
  - what to expect on day of hearing
    - generally, **16:20**
    - attendance in advance of time for hearing, **16:20**
    - decision of member, **16:20**
    - exploring possibility of settlement, **16:20**
    - formal hearings, **16:20**
      - order of proceeding, **16:20**
    - hearing block, **16:20**
    - order of cases
      - generally, **16:20**
      - adjournments, contested, **16:20**
      - contested matters, **16:20**
      - unopposed matters, **16:20**
      - withdrawals or consents, **16:20**
    - sign-in sheet, **16:20**

RESIDENTIAL TENANCIES

**PROCEEDINGS BEFORE  
LANDLORD AND TENANT  
BOARD—Cont'd**

- Hearing—Cont'd
  - what to expect on day of hearing—Cont'd
    - waiting for missing parties, **16:20**
- Introduction
  - generally, **16:1**
  - application steps where not seeking termination of tenancy, **16:1**
  - application steps where seeking termination of tenancy, **16:1**
  - expeditious determination of questions, **16:1, App. A:24**
  - procedural powers of Board, **16:1**
  - waiver or variance of rules, **16:1**
- Judicial review
  - generally, **16:41**
  - application for judicial review, **16:41**
  - court intervening where tribunal exceeded its jurisdiction, **16:41**
  - tribunal having inherent right to control its process, **16:41**
- Negotiation and mediation
  - generally, **16:15**
  - mediation
    - generally, **16:15**
    - advantages of mediation, **16:15**
      - landlord's perspective, **16:15**
      - tenant's perspective, **16:15**
    - breach of mediated agreement, **16:15**
    - re-opening application, **16:15**
    - mediation process, **16:15**
    - mediator, role of, **16:15**
    - release of funds paid into Board, **16:15**

**PROCEEDINGS BEFORE  
LANDLORD AND TENANT  
BOARD—Cont'd**

- Negotiation and mediation—Cont'd
  - mediation—Cont'd
    - partial settlement, **16:15**
      - agreement not barring proceedings on other issues, **16:15**
    - release, **16:15**
    - terms inconsistent with RTA, **16:15**
      - waiver of right to relief against forfeiture not permitted, **16:15**
    - written agreement, **16:15**
  - negotiated settlement allowing parties to retain some control, **16:15**
  - settlement concerning arrears of rent before hearing
    - generally, **16:15**
    - consent order, **16:15**
    - landlords not likely to take advantage of process, **16:15**
    - request to re-open application if agreement breached, **16:15**
    - terms contrary to Act, **16:15**
- Notices of termination, **16:2**
  - expiry date, **16:2**
- Orders and reasons
  - generally, **16:22, App. B**
  - conditions considered fair in circumstances, **16:22, App. A:28**
  - paying rent on time, **16:22**
  - consent orders
    - generally, **16:22**
    - discretion of Board to grant, **16:22**
    - setting aside, **16:22**
    - tenant to make specified payments, **16:22**
      - where breach of order permitting landlord to

**PROCEEDINGS BEFORE  
LANDLORD AND TENANT  
BOARD—Cont'd**

- Orders and reasons—Cont'd
  - consent orders—Cont'd
    - tenant to make specified payments, **16:22**—Cont'd
      - apply for ex parte order, **16:22**
  - final order and reasons
    - generally, **16:22, App. B**
    - Board functus after final order, **16:22**
    - intelligible and permit meaningful appellate review, **16:22**
    - reasons ought to be provided where decision of significant impact, **16:22**
    - request for written reasons, **16:22**
    - where reasons required, **16:22**
  - interim order, **16:22**
  - Statutory Powers Procedure Act, **16:22, App. F**
    - interim order, **16:22**
- Preparation for hearing
  - generally, **16:11, 16:12**
  - generally
    - evidence, gathering of, **16:11**
    - legal representation, **16:11**
    - witnesses, arranging for, **16:11**
      - summons to witness and personal service, **16:11, App. F**
  - implications of s: tenant raising any issues
    - generally, **16:12, App. B**
    - landlord's perspective
      - generally, **16:12**
      - adjournment, **16:12**
      - inspection of rental unit, **16:12**
      - negotiations for reduced arrears, **16:12**
      - releases, if reach agreement, **16:12**

**PROCEEDINGS BEFORE  
LANDLORD AND TENANT  
BOARD—Cont'd**

- Preparation for hearing—Cont'd
  - implications of s: tenant raising any issues—Cont'd
    - landlord's perspective
      - Cont'd
        - periodic inspection of rental units, **16:12**
        - records, bring to hearing, **16:12**
        - regular inspection of common areas, **16:12**
        - review of tenant's file, **16:12**
        - system for dealing with maintenance complaints, **16:12**
        - tenant's perspective, **16:12**
- Presentation of cogent evidence concerning maintenance complaints, **16:12**
- Representation, **16:9, 16:10**
  - legal, **16:9**
  - litigation guardians, **16:10**
- Reviews, **16:23 to 16:29, App. B, App. F**
  - authority of Board to review its decision, **16:23, App. F**
  - procedure
    - generally, **16:27**
    - new hearing where original order quashed, **16:27**
    - preliminary review by member, **16:27**
      - denial of request, **16:27**
      - request to review, **16:25, 16:27**
      - request for specific relief, **16:27**
      - stay of enforcement of order, **16:27**
    - review hearing, **16:27**
      - conditional upon complying with certain conditions, **16:27**

RESIDENTIAL TENANCIES

**PROCEEDINGS BEFORE**

**LANDLORD AND TENANT BOARD—Cont'd**

Reviews, **16:23 to 16:29, App. B, App. F—Cont'd**  
procedure—Cont'd  
    review hearing, **16:27—Cont'd**  
        where appeal to Divisional Court, **16:27**  
purpose of review process  
    generally, **16:24**  
    Board will generally not interfere with decision of member, **16:24**  
        where reasonable exercise of discretion, **16:24**  
clerical errors, **16:22, 16:24**  
interim orders, no review, **16:24**  
Interpretation Guideline No. 8, **16:23, 16:24, App. E**  
party not reasonably able to participate in proceeding  
    generally, **16:24**  
    Board less likely to overturn decisions, **16:24**  
    setting aside default orders, **16:24**  
        situations where party not able to participate, **16:24**  
    serious errors corrected, **16:24, App. E**  
    errors of fact, **16:24**  
subsequent requests for review, **16:29**  
time limit, **16:26**  
who able to request review of decision, **16:25**  
Rules of Procedure, **App. D**  
Self-representation, **16:9**  
Service of documents  
    generally, **16:3 to 16:6**  
    methods of service, **16:3**  
        deemed service, **16:3**  
    proof of service, **16:6**

**PROCEEDINGS BEFORE**

**LANDLORD AND TENANT BOARD—Cont'd**

Service of documents—Cont'd  
    timing of service of application and notice of hearing, **16:5**  
    failure to give notice of hearing, **16:5**  
    timing of service of notice of termination, **6:5, 16:5**  
Standard of proof, **16:21**

**PROPERTY ASSESSMENT**  
    Generally, **20:6, App. B, App. H**

**PROPERTY TAX**  
    Generally, **7:1, 10:3 to 10:13, App. B, App. C1**

**PURCHASER**  
    Generally, **3:12, 3:13, 4:17, 7:22, 8:9, 12:8, 13:12, App. A:6**

**QUASI-JUDICIAL TRIBUNAL**  
    Generally, **1:3, 2:2, 2:10, 2:18**

**QUESTION OF LAW (APPEALS)**  
    Generally, **16:36**

**QUICK REFERENCE GUIDE**  
Applications under RTA, summary  
    generally, **App. A:1**  
    landlord, **App. A:5, App. A:26**  
    termination/eviction, **App. A:5 to App. A:23**  
    termination not sought, **App. A:24 to App. A:27**  
    landlord or tenant, **App. A:2, App. A:3**  
    tenant, **App. A:28 to App. A:41**  
    rent reduction, **App. A:40**  
    whether RTA applying, **App. A:2**

Motions  
    generally, **23:24 to 23:29, App. A:38, App. A:39**  
    arrears order voided by payment, whether, **App. A:3**

**QUICK REFERENCE GUIDE****—Cont'd**

- Motions—Cont'd
  - setting aside ex parte order based on agreement or tenant's notice, **App. A:38**
  - setting aside ex parte order based on breach of agreement or order, **App. A:39**
  - setting aside voiding order, **App. A:4**
- Obligations of landlord
  - generally, **App. A:28 to App. A:37**
  - assignment or sublet, unreasonably withholding consent to, **App. A:28**
  - disposal of tenant's property within 72 hours, **App. A:37**
  - harassment of tenant, **App. A:34**
  - illegal entry, **App. A:30**
  - locks altered without providing key, **App. A:31**
  - notice of termination in bad faith, **App. A:35**
  - repair or maintain property, **App. A:29**
  - substantially interfering with reasonable enjoyment, **App. A:33**
  - vital service, **App. A:32**
- Payment of arrears of rent, **App. A:10**
- Rent reduction, **App. A:40, App. A:41**
  - payment of money collected or retained illegally, **App. A:41**
  - reduction or discontinuance of services, **App. A:40**
- Termination
  - generally, **App. A:5 to App. A:9**
  - demolition, conversion, repairs or renovations, **App. A:7**
  - persistent late payment, **App. A:8**
  - possession by landlord, **App. A:5**

**QUICK REFERENCE GUIDE****—Cont'd**

- Termination—Cont'd
  - possession by purchaser, **App. A:6**
  - tenant ceasing to qualify for social housing, **App. A:9**
- Termination, early
  - generally, **App. A:10 to App. A:23**
  - abandonment of rental unit, **App. A:21**
  - agreement or notice to terminate from tenant, **App. A:19**
  - illegal act or business, **App. A:11**
  - mediated agreement or order, breach of, **App. A:20**
  - misrepresentation of income, **App. A:11**
  - non-payment of rent, **App. A:10**
  - overcrowding, **App. A:18**
  - serious impairment of safety, **App. A:17**
  - substantial interference with reasonable enjoyment: fast-track, **App. A:16**
  - substantial interference with reasonable enjoyment: typical case, **App. A:15**
  - superintendent's premises, termination of employment, **App. A:22**
  - unauthorized occupant, **App. A:23**
  - undue damage: fast-track, **App. A:14**
  - undue damage: typical case, **App. A:13**
- Undue damage, compensation for, **App. A:26**
- RATS**
  - See PESTS
- REASONABLE ENJOYMENT**
  - See APPLICATIONS BY LANDLORD; OBLIGA-

RESIDENTIAL TENANCIES

**REASONABLE ENJOYMENT**

—**Cont'd**  
TIONS OF LANDLORDS,  
OTHER; PENAL SANCTIONS

**REBATES AND REFUNDS**

Generally, **9:23**

**RECEIPTS**

See RENT RECEIPTS

**RECORDING OF PROCEEDINGS**

See PROCEEDINGS BEFORE  
LANDLORD AND TENANT  
BOARD, hearing

**REDUCTION OF  
SERVICE/FACILITY**

Generally, **10:14, App. A:40, App.  
C1**

**REFUSAL OF EVICTION**

Generally, **14:10, App. B, App. E**

**REGIONAL OFFICE LOCATIONS**

Generally, **App. D**

**REGULATIONS, RTA**

Generally, **1:5, 2:3, App. C1 to  
App. C5**  
Maintenance standards, **App. C2**  
Suite meters and apportionment of  
utility costs, **App. C3**  
Tenancy agreements for tenancies  
of prescribed class, **App. C4**

**REHABILITATIVE OR  
THERAPEUTIC PURPOSES,  
EXEMPTION FOR**

Generally, **4:10**

**RELIEF FOR TENANTS**

See also OBLIGATIONS OF TEN-  
ANTS AND COMMON  
APPLICATIONS BY  
LANDLORD

Eviction application/order (based  
upon arrears of rent) voided by

**RELIEF FOR TENANTS—Cont'd**

paying amounts ordered, **14:3,  
App. B**

generally, **14:3**

application automatically  
discontinued by paying  
arrears, **14:4**

effective date of eviction order  
providing opportunity to  
save tenancy, **14:4**

right of tenant under RTA,  
once per tenancy, to save  
tenancy, **14:4**

Sheriff's Office required to  
enforce order issued by  
tribunal, **14:4**

payment after eviction order  
becoming enforceable  
generally, **14:6, App. B**

motion on notice to set aside  
eviction order before exe-  
cuted

generally, **14:6**

hearing to determine pay-  
ments made, **14:6**

payment to Board of  
amounts owing, **14:6**

payment to landlord of  
amount required, **14:6**

stay of order when motion  
received, **14:6**

order declaring eviction order  
void, and payment of  
landlord's expenses, **14:6**

stay of eviction order lifted if  
full amount not paid, **14:6**

payment before eviction order  
becoming enforceable  
generally, **14:5, App. A:3**

payment into Board and  
deposit slip as proof of  
payment, **14:5**

notice that eviction order  
void, **14:5**

payment of arrears to landlord,  
**14:5**

motion for order determin-



**RELIEF FOR TENANTS—Cont'd**

Eviction application/order (based upon arrears of rent) voided by paying amounts ordered, **14:3, App. B—Cont'd**

payment before eviction order becoming enforceable—Cont'd

payment of arrears to landlord, **14:5—Cont'd**

    ing payment in full and that eviction order void, **14:5**

    affidavit and supporting documentation re payments filed, **14:5**

    order declaring that eviction order void, **14:5**

setting aside voiding order generally, **14:5**

Board having power to prevent abuse based on fairness and decency, **14:5**

hearing to determine whether full payment made, **14:5**

member making factual findings to determine status of eviction order, **14:5**

    motion by landlord, **14:5**

Expiration of eviction order, **14:21, App. B**

Introduction, **14:1**

Notice of termination voided by compliance generally, **14:2**

    compliance within seven days, **14:2**

    conduct capable of being “cured,” **14:2**

    first notice, **14:2**

    options of tenant, **14:2**

Notice of termination voided by payment, **14:3**

**RELIEF FOR TENANTS—Cont'd**

Relief from forfeiture generally, **14:7 to 14:20, App. E**

abuses of process, preventing, **14:19**

Courts of Justice Act: court’s power to grant relief against forfeiture, **14:20**

generally, **14:7**

    equitable relief, **14:7**

setting aside ex parte orders, **14:18**

subsection 83(1): power of Board generally, **14:9**

    delay of eviction, **14:12**

    generally

        factors in deciding to exercise discretion, **14:9**

refusal of eviction generally, **14:10, App. B, App. E**

    discretionary power to be exercised in reasonable fashion, **14:10**

    discretionary relief previously granted, whether, **14:10**

    future behaviour, indication of, **14:10**

    illegal acts, **14:10**

    impact of eviction on tenant and household, **14:10**

    improvident conduct of tenant, relief from, **14:10**

    interests of other tenants, **14:10**

Interpretation Guideline No. 7, **14:10, App. E**

    tribunal having no responsibility to consider issues unless raised by tenant, **14:10**

    landlord’s conduct, **14:10**

## RESIDENTIAL TENANCIES

### RELIEF FOR TENANTS—Cont'd

- Relief from forfeiture—Cont'd
  - subsection 83(1): power of Board—Cont'd
    - refusal of eviction—Cont'd
      - relevant circumstances considered collectively, **14:9**
      - RTA requiring members to consider whether to exercise its powers, **14:9**
      - drug trafficking, **14:10**
      - factors considered, **14:9, 14:10**
      - seriousness of conduct weighing heavily against tenant, **14:10**
    - terms and conditions, **14:11**
      - discretion to impose conditions on tenants, **14:11**
  - subsection 83(3): refusal of eviction order
    - generally, **14:13, App. B**
    - children, presence of, **14:16**
    - grounds for refusal in RTA, **14:13**
    - retaliatory application, **14:15**
      - case law examples, **14:15**
      - RTA provisions, **14:15**
    - serious breach by landlord generally, **14:14**
      - case examples, **14:14**
      - maintenance obligations, **14:14**
      - water quality, **14:14**
      - fundamental breach, **14:14**
      - present breach, **14:14**
      - question of fact, **14:14**
- Subsections 83(4) and 83(5):
  - compensation for demolition, conversion or repair, **14:17**
- Tenant's rights generally
  - generally, **App. E**
  - waiver
    - generally, **14:8**

### RELIEF FOR TENANTS—Cont'd

- Tenant's rights generally—Cont'd
  - waiver—Cont'd
    - acceptance of rent after right of forfeiture constituting waiver, **14:5**
    - landlord's intention immaterial, **14:8**
  - Landlord and Tenant Act
    - permitting acceptance of rent without waiver, **14:8**
  - mediated settlements containing provisions contravening RTA, **14:8**
  - waiver of right of tenant to rely upon relief provisions, **14:8**
  - notice of rent increase not waiver, **14:8**
  - use of stale writ of possession being abuse of process and relief granted, **14:8**

### RELIEF FROM FORFEITURE

- See also RELIEF FOR TENANTS
- Generally, **14:7 to 14:20**

### RELIGIOUS INSTITUTIONS

- Generally, **4:27**

### RENOVATION

- See APPLICATIONS BY LANDLORD; MOBILE HOMES AND LANDLEASE HOMES; RELIEF FOR TENANTS

### RENTAL HOUSING TRIBUNAL

- Generally, **1:1, 1:4, 2:2, 2:3**

### RENTAL PREMISES GOVERNED BY RESIDENTIAL TENANCIES ACT

- Business of renting and re-renting units, **4:2**
- Commercial lease of residential units to head tenant who sublets units, **4:2**
- issue over relationship between owner and head tenant, **4:2**

**RENTAL PREMISES GOVERNED  
BY RESIDENTIAL  
TENANCIES ACT—Cont'd**

Commercial lease of residential units to head tenant who sublets units, **4:2**—Cont'd  
whether head lease being of commercial or residential premises, **4:2**  
leading cases treating head lease as that of residential accommodation, **4:2**  
preferable approach finding commercial lease, **4:2**

Complete exemptions, **4:5 to 4:19**, **App. B**  
generally, **4:5**  
business/agricultural use with accommodation attached  
see also mixed use  
generally, **4:8**  
farm property together with house, **4:8**  
mixed uses and “predominant use” test, **4:8**  
single lease and same person occupying both premises  
generally, **4:8**  
company’s officer occupying residence, **4:8**  
corporate tenant leasing store with residence above, **4:8**  
predominant purpose test, **4:8**  
tenancy agreement, **4:8**

Crown having interest in residential complex, **4:18**

educational institutions, accommodation at, **4:15**

employees  
generally, **4:9**  
farm employment, **4:9**  
offer of accommodation as incident of employment, **4:9**

**RENTAL PREMISES GOVERNED  
BY RESIDENTIAL  
TENANCIES ACT—Cont'd**

Complete exemptions, **4:5 to 4:19**, **App. B**—Cont'd  
employees—Cont'd  
on-site salesperson of residential building, **4:9**  
residential accommodation  
conditional on employment, **4:9, 4:15**  
where accommodation “provided” by employer, **4:9**

institutional accommodation  
generally, **4:10 to 4:13**  
combined uses, **4:8**  
“combined use” test, **4:8**  
emergency shelter, **4:10**  
mixed use, **4:8**  
see also business/  
agricultural use with accommodation attached

non-profit co-operative housing corporation, **4:14**

other specified institutions, **4:13**

penal or correctional accommodation, **4:12**

“predominant use” test, **4:8**

rehabilitation or therapeutic purposes, **4:10**

unilaterally altering fundamental nature of tenancy, **4:8**

non-residential use  
generally, **4:6**  
change in nature of tenancy, **4:6**  
intention of parties at time of agreement determining treatment, **4:6**  
“predominant use” test, **4:6**  
use of unit and not zoning determinative, **4:6**

RESIDENTIAL TENANCIES

**RENTAL PREMISES GOVERNED  
BY RESIDENTIAL**

**TENANCIES ACT—Cont'd**

Complete exemptions, **4:5 to 4:19**,  
**App. B—Cont'd**  
non-residential use—Cont'd  
whether violation of municipal  
by-laws nullifying  
tenancy, **4:6**  
purchasers  
generally, **4:17**  
interim occupancy of new con-  
dominium unit, **4:17**  
RTA granting Board power to  
terminate tenancy collat-  
eral to agreement, **4:17**  
whether predominant issue  
being default under agree-  
ment of purchase and  
sale, **4:17**  
jurisdiction of Board being  
exclusive or concur-  
rent, **4:17**  
points to be determined by  
Board, **4:17**  
shared kitchen or bathroom: ten-  
ant and owner  
generally, **4:16**  
head tenant being owner and  
landlord, **4:16**  
landlord living in building,  
**4:16**  
landlord required to act in  
good faith, **4:16**  
mortgagee in possession, **4:16**  
sharing of facilities although  
landlord also having own  
facilities, **4:16**  
tenant “required” to share  
facilities, **4:16**  
tenant sharing with owner of  
property, **4:16**  
supportive housing, **4:19**  
vacation and seasonal accom-  
modations  
generally, **4:7**

**RENTAL PREMISES GOVERNED  
BY RESIDENTIAL**

**TENANCIES ACT—Cont'd**

Complete exemptions, **4:5 to 4:19**,  
**App. B—Cont'd**  
vacation and seasonal accom-  
modations—Cont'd  
nature of agreement between  
the parties, **4:7**  
use of unit and not nature of  
establishment being  
determinative, **4:7**  
whether occupation being  
transient or more endur-  
ing nature, **4:7**  
whether occupied for seasonal  
or temporary period  
generally, **4:7**  
cottages and cabins, **4:7**  
land lease community not  
exempt establishments,  
**4:7**  
trailer parks, **4:7**  
Crown lands  
generally, **4:4**  
provincial government as biggest  
landlord, **4:4**  
whether outside of scope of  
RTA, **4:4**  
resort lots leased within  
provincial park, **4:4**  
whether distinction to be made  
between Crown and Crown  
agencies, **4:4**  
Diplomatic immunity, **4:30**  
Indian lands, residential rental  
premises on, **4:3**  
whether Indian Act applied to  
residential tenancy on Indian  
Reserve, **4:3**  
whether RTA applying depending  
on relief sought and parties  
involved, **4:3**  
Introduction  
generally, **4:1**

**RENTAL PREMISES GOVERNED  
BY RESIDENTIAL  
TENANCIES ACT—Cont'd**

Introduction—Cont'd  
 Assessment Act, regulations  
 under, **App. H**  
   multi-residential property  
   class, **App. H**  
   residential/farm property class:  
   land used for residential  
   purposes, **App. H**  
 non-residential tenancies  
   governed by Commercial  
   Tenancies Act, **4:1**  
 “rental unit” and “residential  
 unit,” meaning of, **4:1, App.  
 B**  
 “residential complex” defined,  
**4:1, App. B**  
 “residential premises,” meaning  
 of, **4:1**  
   recreational facilities, **4:1**  
 residential rental accommodation  
   subject to RTA, **4:1**  
   complete exemptions, **4:1**  
   partial exemptions, **4:1**  
 Mobile homes and land lease  
 homes, **4:29**  
 Partial exemptions  
   generally, **4:21 to 4:27**  
   accommodations subject to  
   Development Services Act,  
   **4:23**  
 Bill 124, **4:24**  
 educational and religious institu-  
 tion  
   generally, **4:27**  
   post-secondary educational  
   institutions, **4:27**  
   student executing agreement  
   or notice to terminate  
   when tenancy created,  
   **4:27**  
 rental unit provided to student  
 or staff member, **4:27**

**RENTAL PREMISES GOVERNED  
BY RESIDENTIAL  
TENANCIES ACT—Cont'd**

Partial exemptions—Cont'd  
 homes for special care, **4:22,**  
**App. B**  
 new units, **4:24**  
 non-member unit provided by  
   non-profit housing co-opera-  
   tive, **4:26**  
 problems with exempting, **4:24**  
 proclamation of Bill 124, prior to,  
**4:24**  
 public housing, subsidized and  
 non-profit  
   generally, **4:25, App. B**  
   jurisdictional issue concerning  
   tribunal’s power to review  
   rent, **4:25**  
   RTA providing that Board  
   having no jurisdiction,  
   **4:25**  
   tribunal having duty to  
   ensure rent lawfully  
   owing, **4:25**  
 “limited dividend rental proj-  
 ects”: National Housing  
 Act, **4:25**  
 misrepresentation of income  
   resulting in termination of  
   tenancy, **4:25**  
   tenant obligated to disclose  
   changes in income,  
   **4:25**  
 practical problems for tribunal  
   to look behind amount of  
   rent charged, **4:25**  
   hearings lengthened if  
   lawfulness of rent  
   explored, **4:25**  
 rent-g geared-to-income, **4:25**  
 rent varying with income of  
 tenant or household, **4:25**  
 some units in residential  
 complex or large housing  
 project, **4:25**

RESIDENTIAL TENANCIES

**RENTAL PREMISES GOVERNED BY RESIDENTIAL TENANCIES ACT—Cont'd**

- Partial exemptions—Cont'd
  - public housing, subsidized and non-profit—Cont'd
    - strict criteria to be met by tenant, **4:25**
    - repeal of subs. 6(2), **4:24**
    - transitional provisions, **4:24**
- Tenancy at will, **4:28**

**RENT AND OTHER CHARGES**

- See also RENT INCREASES, RENT DECREASES, and SECURITY DEPOSITS; UTILITY COSTS, APPORTIONMENT
- Charges, other, **7:2**
  - mobile home park, **7:2**
    - administration fees, **7:2**
    - expenses relating to entry into park and installation of home, **7:2**
    - property taxes paid by landlord relating to home, **7:2**
  - permissible charges, **7:2**
- Charges for utilities, **7:3 to 7:6**
  - allocation of utility cost, **7:5, App. B**
    - difficulty in allocating cost when one meter for complex, **7:5**
    - smaller buildings and allocating utility costs, **7:5**
  - generally, **7:3**
    - rent including utilities, **7:3**
    - rent plus utilities, **7:3**
      - charge for utilities not constituting “rent,” **7:3**
  - increasing rent based on utilities, **7:3**
    - additional services, **7:4**
    - landlord permitted to raise rent temporarily for use of air conditioner, **7:4**

**RENT AND OTHER CHARGES—Cont'd**

- Charges for utilities, **7:3 to 7:6**
  - Cont'd
    - prescribed services, **6:16**
    - “smart” electricity meters, **7:6, App. B**
- Compensation when premises not vacated, **7:20**
- Definition of rent, **7:1, App. B**
  - consideration paid for “services and facilities,” **7:1**
  - labour and materials supplied by tenant, **7:1**
- Deposit as security for payment of rent, **7:19**
- Discounts
  - generally, **7:11 to 7:13, App. B**
  - discounts affecting calculation of lawful rent, **7:13**
    - higher rent charged in first rental period, **7:13**
    - “largest eligible discount,” **7:13**
    - multiple discounts, **7:13**
    - prompt payment discount exceeding 2%, **7:13**
  - Strong Communities Housing Allowance Program, **7:13**
- discounts not affecting lawful rent, **7:12, App. C1**
  - prescribed discounts, other, **7:12**
    - prompt payment discount, **7:12**
    - rent-free periods, **7:12**
  - introduction, **7:11**
- Lawful rent: how much landlord able to charge
  - generally, **7:7 to 7:10**
  - deemed lawful rent, **7:9**
    - challenge by tenant of legality of rent within one year, **7:9**
      - application to Board, **7:9**
      - one-year limitation period for challenge, **7:9**

**RENT AND OTHER CHARGES****—Cont'd**

Lawful rent: how much landlord able to charge—Cont'd deemed lawful rent, **7:9**—Cont'd rent increase without valid notice of rent increase, **7:9**  
 one-year deeming provisions not applying, **7:9**  
 determining “lawful rent,” **7:8, 7:10, App. C1**  
 agreement, **7:8**  
 “maximum rent,” **7:8**  
 rent increases, **7:8**  
 vacancy de-control, **7:8**

Method of payment generally, **7:15**  
 delivery of payment being tenant’s responsibility, **7:15**  
 no liability if delivered in accordance with landlord’s instructions, **7:15**  
 payments to employee of landlord with apparent authority acceptable, **7:15**  
 forms, **7:15**  
 NSF charges payable by tenant, **7:15**  
 prohibited forms of payment, **7:15**  
 unilateral change in method of payment not permitted, **7:15**

Overholding tenant paying rent, effect of, **7:21**  
 evidence required to assert waiver by landlord, **7:21**  
 payment of arrears not waiving notice of termination, **7:21**

Proof of payment, **7:16**

Receipts, **7:16, 9:19**

Solicitors’ duties concerning verification of rent generally, **7:22**

**RENT AND OTHER CHARGES****—Cont'd**

Solicitors’ duties concerning verification of rent—Cont'd mortgagee’s perspective, **7:22**  
 borrower to provide documentation concerning legality of rent, **7:22**  
 searches conducted, **7:22**

negative impact on rental income generated by residential building, **7:22**  
 order prohibiting rent increase (OPRI) “freezing” rents, **7:22**  
 investigations to be considered by purchaser, **7:22**  
 serious breach of maintenance obligations, **7:22**

positive impact on rental income generated by residential building, **7:22**  
 above-guideline rent increase (AGI) orders, **7:22**  
 application for above-guideline rent increase, potential for, **7:22**  
 lawfulness of current rent, **7:22**  
 potential legal rent able to be charged, **7:22**  
 notice of rent increase and information about rent payments, **7:22**

purchaser’s perspective generally, **7:22**  
 agreement of purchase and sale, drafting, **7:22**  
 representations and warranties concerning statutory compliance, **7:22**  
 right of purchaser to terminate if not satisfied as to legality of rents, **7:22**  
 disclosure of vendor’s business

## RESIDENTIAL TENANCIES

### RENT AND OTHER CHARGES

#### —Cont'd

- Solicitors' duties concerning verification of rent—Cont'd purchaser's perspective generally, **7:22**—Cont'd
  - records where investment property, **7:22**
  - business records for past two years, **7:22**
- stream of rental income being crucial, **7:22**
- vacant possession where purchase of house, **7:22**
- rent reductions, grounds for, **7:22**
- rent "roll back" provisions, **7:22**
- vendor's perspective, **7:22**
  - proof of legality of rents, **7:22**
- Subsidized rent, **7:18**
- Tenancy agreement, effect of non-delivery of, **7:17**
- Timing of payment generally, **7:14**
  - change in due date, **7:14**
  - contract matter, **7:14**
  - lump sum payments, **7:14**
  - prepayment of rent being risky generally, **7:14**
    - change in ownership and accounting for security deposit, **7:14**
  - illegal rent deposit, liability for, **7:14**
  - prepayment of rent vs. collection of illegal rent deposit, **7:14**
  - pro-rating of rent for university students for academic year, **7:14**

### RENT CONTROL

- Condominiums and, **3:12**
- Educational institutions, **4:15, 4:27**
- Erosion of, **1:9**
- Exemptions, **4:5 to 4:19, 4:21 to 4:27, 9:5 to 9:9**

### RENT CONTROL—Cont'd

- History, **9:2**
- Lawful rent, determination of, **7:8, 7:10**
- New units, **4:24**
- Rent Control Act, 1992, **1:2, 1:5, 2:28, 7:8, 9:2, 9:11, 9:12, 9:14, 9:26, 9:36, 10:2, 10:14, 11:27**
- Serious maintenance problems, **9:26**

### RENT DECREASES AND RETURN OF AMOUNTS COLLECTED OR RETAINED ILLEGALLY

- AGI order, rent reduction related to generally, **10:15 to 10:17**
  - capital expenditures, **10:17, App. B, App. C1**
    - obligation to roll-back rent as of specified date, **10:17**
    - order specifying percentage increase attributable to capital expenditures, **10:17**
    - order specifying when rent to be rolled back, **10:17**
    - reduction by percentage specified in order or determined by regulation, **10:17**
- introduction, **10:15**
- utilities
  - generally, **10:16, App. B**
  - example of calculating rent reduction, **10:16**
  - landlord to provide information to tenant(s) affected by order, **10:16**
  - subsequent decline in utility costs, **10:16**
    - five-year period following effective date of rent increase, **10:16**
    - tenant entitled to receive one or more reductions over



**RENT DECREASES AND  
RETURN OF AMOUNTS  
COLLECTED OR RETAINED  
ILLEGALLY—Cont'd**

AGI order, rent reduction related to  
—Cont'd  
utilities—Cont'd  
    subsequent decline in utility  
    costs, **10:16**—Cont'd  
    five-year period, **10:16**

Agreement to decrease rent, **10:2**,  
**App. B**  
    services or facilities deleted, **10:2**

Introduction, **10:1**  
    rent reduction vs. rent abatement,  
    **10:1**  
    ways in which rent able to be  
    reduced, **10:1**

Property tax decrease, rent reduc-  
tion as result of  
    generally, **10:3 to 10:13, App. B,**  
    **App. C1**  
    application to vary amount of  
    rent reduction  
        generally, **10:7 to 10:13, App.**  
        **B, App. C1**  
    change in taxes after notice  
    issued, **10:12**  
    factor of 15%, **10:10**  
        formula for calculating rent  
        decrease, **10:10**  
        landlords attempting to  
        inflate income, **10:10**  
    factor of 20%  
        generally, **10:9**  
        formula for calculating rent  
        decrease, **10:9**  
        overstating of income being  
        inappropriate, **10:9**  
        where taxes representing  
        more than 20% of  
        rental revenue, **10:9**  
        whether income from  
        “sundries” to be  
        included, **10:9**

**RENT DECREASES AND  
RETURN OF AMOUNTS  
COLLECTED OR RETAINED  
ILLEGALLY—Cont'd**

Property tax decrease, rent reduc-  
tion as result of—Cont'd  
    application to vary amount of  
    rent reduction—Cont'd  
    factor of 20%—Cont'd  
        whether potential rental  
        income from vacant  
        units to be included,  
        **10:9**  
    introduction, **10:7**  
        grounds or reasons for  
        bringing application,  
        **10:7**  
    mistake in notice, **10:11**  
    other charges, **10:7**  
        garbage collection, **10:8**  
        “municipal property tax”:  
        inclusions and exclu-  
        sions, **10:8**  
        “municipal taxes and  
        charges” defined, **10:8,**  
        **App. B**  
    procedure  
        generally, **10:13, App. B**  
        documentary evidence filed,  
        **10:13**  
        timing of application, **10:13**  
        written hearing, **10:13**  
            service of application and  
            notice of hearing,  
            **10:13**

automatic rent reduction, **10:3**

calculation of rent reduction,  
**10:6**  
    example, **10:6**  
        step 1: calculation of per-  
        centage tax decrease,  
        **10:6**  
        step 2: calculation of rent  
        reduction, **10:6**  
    formula, **10:6**

RESIDENTIAL TENANCIES

**RENT DECREASES AND  
RETURN OF AMOUNTS  
COLLECTED OR RETAINED  
ILLEGALLY—Cont'd**

- Property tax decrease, rent reduction as result of—Cont'd
  - notice of automatic rent reduction, **10:4**
  - when rent reduction not automatic, **10:5**
- Service or facility reductions or discontinuances
  - generally, **10:14, App. C1**
  - application by tenant, **10:14**
  - each affected tenant filing own application, **10:14**
  - major balcony repairs, **10:14**
    - difficulty in categorizing balcony as facility, **10:14**
    - difficulty in determining value of balcony, **10:14**
  - “reasonable charge” for discontinued service or facility, **10:14**
  - removal of fencing around patios and common play area, **10:14**
    - discontinuance of recreational facility, **10:14**
  - supply of hot water temporarily reduced, **10:14**
  - where permanent discontinuance, **10:14**
    - discontinuance not reasonable, **10:14**
    - discontinuance reasonable, **10:14**
  - where service or facility reduced, **10:14**
  - where temporary discontinuance or reduction, **10:14**
- Tenant’s application to recover money collected or retained illegally
  - generally, **10:18, App. A:41**

**RENT DECREASES AND  
RETURN OF AMOUNTS  
COLLECTED OR RETAINED  
ILLEGALLY—Cont'd**

- Tenant’s application to recover money collected or retained illegally—Cont'd
  - grounds for bringing application, **10:18, App. B**
  - illegal charges ordered to be repaid, **10:18**
  - illegal retention of rent deposit, **10:18**
  - order prohibiting rent increase (OPRI), **10:18**
    - new tenant having one year to bring application to determine lawful rent, **10:18**
    - notice of OPRI to be served on new tenant, **10:18**
    - timing of application, **10:18**
- RENT DEPOSITS**
  - See SECURITY DEPOSITS
- RENT-GEARED-TO-INCOME**
  - Generally, **2:28, 2:30, 2:32, 2:43, 2:45, 3:4, 4:25, 6:16, 6:21, 7:3, 7:8, 9:11, 9:14, 11:27, 12:6, 13:1, 13:10, 13:20, 13:26, 14:10**
- RENT INCREASE GUIDELINES**
  - Generally, **App. K**
- RENT INCREASES**
  - See also RENT DECREASES
  - Agreement to increase rent
    - generally, **9:13 to 9:15, App. B**
    - capital expenditure or new/additional service, in exchange for, **9:13**
    - application by tenant to determine whether increase valid, **9:13**
    - “capital expenditures” not defined, **9:13**
    - increase not exceed guideline plus 3%, **9:13**

**RENT INCREASES—Cont'd**

- Agreement to increase rent—Cont'd
  - capital expenditure or new/ additional service, in exchange for, **9:13**—Cont'd
  - cooling off period, **9:13**
  - prescribed form and content, **9:13**
  - coerced agreement, **9:15**
  - parking space or additional service or facility, in exchange for
    - generally, **9:14**
    - increase having no upper limit, **9:14**
    - increase or decrease equal to actual cost, **9:14**
    - no prescribed form or cooling off period, **9:14**
- Exemption from rent control
  - generally, **9:5 to 9:9**
  - Bill 124, **9:8**
  - institutional units, **9:7**
  - mobile homes, **9:9**
  - new units, **9:8**
  - problems with exempting, **4:24**
  - proclamation of Bill 124, prior to, **9:8**
  - repeal of subs. 6(2), **9:8**
  - social housing units, **9:6**
  - transitional provisions, **9:8**
- Guideline increase, **9:4, 9:10**
  - percentage change in Consumer Price Index from year to year, **9:10**
- History of rent control
  - generally, **9:2**
  - Landlord and Tenant Act and security of tenure, **9:2**
  - Rent Control Act, 1992 and maximum rent, **9:2**
  - Residential Premises Rent Review Act, 1975 restricting rent increases, **9:2**
  - Residential Tenancies Act, 1979, **9:2**

**RENT INCREASES—Cont'd**

- History of rent control—Cont'd
  - Residential Tenancies Act, 2006 and vacancy decontrol, **9:2**
  - Resident Rent Regulation Act, 1986 broadened scope of rent regulation, **9:2**
  - Tenant Protection Act, 1997, **9:2**
- Introduction, **9:1 to 9:3**
  - Charter challenge based on right to better economic return, **9:3**
  - constitutionality of rent regulation, challenge to, **9:3**
- Landlord's application for above-guideline increase
  - generally, **9:16 to 9:37, App. A:10, App. B, App. E**
  - capital expenditures
    - generally, **9:30 to 9:37, App. B**
    - amortizing cost of expenditure over useful life, **9:30**
    - apportionment of expenditure among tenants, **9:36**
    - costs relating to common areas spread over entire complex, **9:36**
    - costs relating to specific unit borne by tenants directly benefited, **9:36**
    - "in-suite" work included in AGI applications, **9:36**
    - Board determining apportionment of expenditures among tenants, **9:36**
    - "capital expenditure" defined, **9:30**
  - capital work
    - generally, **9:32**
    - architects and engineers retained for project, **9:32**
    - grouping related types of work into "project," **9:32**
    - "work" relating to "fire

RESIDENTIAL TENANCIES

**RENT INCREASES—Cont'd**

Landlord's application for above-guideline increase—Cont'd  
capital expenditures—Cont'd  
capital work—Cont'd  
grouping related types of work into "project,"  
9:32—Cont'd  
retrofit project"  
treated as one project,  
9:32  
time limits for applying for increased rents, 9:32  
transitional period under TPA, 9:32  
definition of "capital expenditure"  
generally, 9:30, 9:31, App. C1  
definition under RTA regulation, 9:31  
"eligible" requirement, 9:31  
non-eligible expenditures, 9:31  
"extraordinary or significant," 9:31  
removal of old oil storage tank, 9:31  
definition under TPA regulation, 9:31  
"major" applying to renovation, repair, replacements or new additions, 9:31  
consideration of all relevant factors, 9:31  
Interpretation  
Guideline No. 14, 9:31, App. E  
rules of thumb by tribunal members arbitrary thresholds, 9:31  
findings of Board, App. C1

**RENT INCREASES—Cont'd**

Landlord's application for above-guideline increase—Cont'd  
capital expenditures—Cont'd  
issues on application to be resolved, 9:30  
management charges eliminated, 9:30  
reasonableness, 9:35  
useful life  
generally, 9:37, App. C1, App. E  
application form, 9:37  
eligible capital expenditures amortized over useful life of work, 9:37  
average useful life based on component parts, 9:37  
when expenditure "incurred" by landlord  
generally, 9:34, App. E  
expense not incurred where only fraction of charge paid, 9:34  
"incurred" defined, 9:34, App. C1  
incurred on behalf of landlord, 9:34  
incurred within permitted time period, 9:34  
when work completed  
generally, 9:33  
phases of project representing distinct capital expenditures, 9:33  
proof by landlord that work completed, 9:33  
additional information at discretion of member, 9:33  
substantial completion and limitation period, 9:33  
operating costs, extraordinary increase in  
generally, 9:29, App. C1, App. E

**RENT INCREASES—Cont'd**

Landlord's application for above-guideline increase—Cont'd

- operating costs, extraordinary increase in—Cont'd
  - evidence to be provided over two-year period or base year plus reference year, **9:29**
  - extraordinary if 1.5 times guideline amount, **9:29**
  - formula for calculating allowance for extraordinary increase, **9:29, App. C1**
  - municipal taxes and charges levied on landlord, **9:29, App. C1**
    - base year being calendar year, **9:29**
    - exclusions, **9:29**
    - no limit, **9:29**
    - roll-backs, **9:29**
    - utility costs, **9:29**
      - all or nothing basis, **9:29**
      - base year being 12-month accounting period, **9:29**
- overview
  - generally, **9:16**
  - allocation of costs between residential complex and other parts of project, **9:22**
  - application form, **9:22**
    - landlord to provide relevant information for allocation, **9:22**
    - reasonable proportions, **9:22**
  - 2018 amendments, **9:18**
  - changes under RTA, **9:17**
    - dismissal of application where serious breach of maintenance obligations, **9:17**
    - maximum aggregate increase of 9%, **9:17**

**RENT INCREASES—Cont'd**

Landlord's application for above-guideline increase—Cont'd

- overview—Cont'd
  - changes under RTA, **9:17**
    - Cont'd
      - utility costs, percentage increase attributable to increased, **9:17**
    - contracting out of the Act, **9:25**
    - cost-benefit analysis, **9:27**
    - grounds
      - generally, **9:16**
      - cap of 3% above guideline for capital expenditures or security services, **9:16**
        - excess passed through in two subsequent years, **9:16**
      - conditions in order granting increase, **9:16**
      - eligible capital expenditures, **9:16**
      - general rules for determining amount of capital expenditures or operating costs, **9:16**
      - municipal taxes or utilities, extraordinary increases in, **9:16**
      - security services, operating costs increases relating to, **9:16**
    - multiple applications/orders, **9:24**
      - multiple AGI applications in same 12-month period, **9:24**
      - new application during three-year period, **9:24**
      - single order providing for increase over three-year period, **9:24**
      - “stacking” of orders in year where maximum

RESIDENTIAL TENANCIES

**RENT INCREASES—Cont'd**

Landlord's application for above-guideline increase—Cont'd  
overview—Cont'd  
multiple applications/orders, **9:24—Cont'd**  
    increase not already ordered, **9:24**  
non-arm's length transactions, **9:21, App. C1**  
procedural rules  
    generally, **9:19**  
    clarification of contents of application, **9:19**  
    disclosure of total rent charged for rental units covered by application, **9:19**  
    documentary evidence required in support of application, **9:19, App. C1**  
    evidence introduced through witness(es), **9:19**  
        knowledge of work done, purpose of work and cost of work, **9:19**  
    expert opinion evidence and legal representation for tenants, **9:19**  
    service of application, **9:19**  
    supporting documents filed with Board, **9:19**  
        consequences if part or all not filed, **9:19**  
    supporting documents to be made available to interested tenants, **9:19**  
    timing of application, **9:19**  
    rebates, refunds and government grants received, **9:23**  
    deduction from capital expenditures or operating costs, **9:23**  
    serious maintenance problems generally, **9:26, App. B**

**RENT INCREASES—Cont'd**

Landlord's application for above-guideline increase—Cont'd  
overview—Cont'd  
serious maintenance problems—Cont'd  
    defence for tenants, whether, **9:26**  
    elevators, **9:26**  
    order delayed until landlord rectifying problem, **9:26**  
    RTA giving Board power to dismiss AGI application, **9:26**  
    “serious breach” of landlord's obligations, **9:26**  
    tenants not affected, **9:20**  
    security services, increase in cost of, **9:28, App. C1**  
Notice of rent increase  
    generally, **9:12, App. B**  
    application for above guideline increase, **9:12**  
        notice of guideline amount and estimated increase, **9:12**  
        tenant only required to pay guideline amount pending outcome of application, **9:12**  
    defective notice void, **9:12**  
    errors in notice, **9:12**  
    increase in rent once every 12 months, **9:12**  
    notice of 90 days, **9:12**  
        notice of less than 90 days, effect of, **9:12**  
    prescribed form, **9:12**  
        alteration of form, impact of, **9:12**  
    proper written notice, **9:12**  
Order prohibiting rent increase (OPRI)  
    generally, **9:11**

**RENT INCREASES—Cont'd**

- Order prohibiting rent increase (OPRI)—Cont'd
  - financial incentive to keep building in good repair, **9:11**
  - landlord required to rectify serious maintenance problems, **9:11**
  - notice to prospective new tenant of details of OPRI, **9:11**
    - information to be contained in notice, **9:11**
  - OPRI prohibiting rent increases until required repairs completed, **9:11**
  - prohibition applying to original tenants and new tenants, **9:11**
    - order remaining in effect until ordered repairs completed, **9:11**
  - relief for tenant where breaches by landlord, **9:11**
- Overview, **9:4**
  - above-guideline increase, **9:4**
  - agreement to increase rent for added service or facility, **9:4**
  - increase in rent once every 12 months, **9:4**
    - guideline increase, **9:4**
    - notice of 90 days, **9:4**
    - response by tenant, **9:4**
  - lawful rent, **9:4, App. B**
  - maximum rent “frozen” as of June 16, 1998, **9:4**
    - concept no longer having relevance, **9:4**
  - rent charged when RTA coming into force, **9:4, App. B**

**RENT RECEIPTS**

- Failure to provide, **12:7, 19:27**
- Generally, **3:8, 3:10, 4:24, 7:16, 7:22, 8:9, 9:8, 11:24, 12:24**
- Proof of payment, **7:16, 9:19**

**RENT STRIKES**

- Generally, **1:4, 2:22, 11:22**

**REPAIRS**

- See APPLICATIONS BY LANDLORD; MAINTENANCE OBLIGATIONS OF LANDLORDS; MOBILE HOMES AND LAND LEASE HOMES; OBLIGATIONS OF LANDLORD, OTHER; RENT DECREASES AND RETURN OF AMOUNTS COLLECTED OR RETAINED ILLEGALLY

**REPRESENTATION**

- Generally, **16:9, 16:10, App. E**

**RESIDENTIAL COMPLEX**

- See RENTAL PREMISES GOVERNED BY RESIDENTIAL TENANCIES ACT

**RESIDENTIAL TENANCIES**

- Generally, **2:4**

**RESIDENTIAL TENANCIES ACT, 2006**

- Generally, **20:21 to App. B**
- Amendments to (2018-2022), **1:10**
- Premises covered by
  - See RENTAL PREMISES GOVERNED BY RESIDENTIAL TENANCIES ACT

**RESIDENTIAL USE**

- Generally, **13:29, 14:15**

**RES JUDICATA**

- Abuse of process by re-litigation, **2:53**
  - duplicative claims, principles against permitting, **2:53**
  - mediated agreement, where, **2:53**
- Cause of action estoppel, **2:51**
  - conditions to be satisfied, **2:51**

## RESIDENTIAL TENANCIES

### RES JUDICATA—Cont'd

- Cause of action estoppel, **2:51**
  - Cont'd
    - series of applications constituting evidence of harassment, **2:51**
    - situation where law changed since prior application, **2:51**
- Issue estoppel, **2:52**
  - conditions to be satisfied, **2:52**
  - discretion whether to apply principle, **2:52**
  - misapplication of principle, **2:52**
- Types of res judicata, **2:50**

### REVIEW

- See PROCEEDINGS BEFORE LANDLORD AND TENANT BOARD; RULES OF PRACTICE

### ROOMMATE

- Generally, **3:2, 3:6, 5:6, 5:17, 13:32, 15:11**

### RULES OF PRACTICE

- See also LANDLORD AND TENANT BOARD; PROCEEDINGS BEFORE LANDLORD AND TENANT BOARD; SOCIAL JUSTICE TRIBUNALS ONTARIO COMMON RULES
- Access to hearing, restricting public, **App. E**
- Applications, amending, **Rule 15**
- Applications, severing, **Rule 18**
- Applications, withdrawing, **Rule 17**
- Application screening rules, **Rule 8**
- Case management hearings, **App. E**
- Costs, orders re, **Rule 27**
- Disclosure, **Rule 18**
- Electronic hearings, **App. E, Rule 20**
- Fee waiver, **App. E**
- Non-profit housing co-operatives, **Rule 34.1**

### RULES OF PRACTICE—Cont'd

- Order, amending, **Rule 24**
- Orders and reasons, **Rule 22**
- Paying money into and out of Board, **Rule 31**
- Pre-hearing conferences, **Rule 20**
- Refusing to accept or proceed with application, **Rule 6**
- Review of orders, **Rule 26**
- Service of application or motion and notice of hearing, **Rule 5**

### SAFETY

- Generally, **11:3, 13:11, 23:25, App. A:17, App. B, App. C2, App. E**

### SATELLITE DISH

- Generally, **5:2, 13:28, 13:30**

### SEASONAL

- See MOBILE HOMES AND LAND LEASE HOMES

### SECOND NOTICE

- Generally, **6:17, 6:20, 13:24, 13:26 to 13:28, 13:30, 13:32, 23:24, 23:27**

### SECURITY DEPOSITS

- Failure to repay, **19:26**
- Illegal, **19:25**
- Introduction, **8:1**
  - guarantee for rent, **8:1**
  - Human Rights Code not violated, **8:1**
  - key or card deposit, refundable, **8:1**
  - rent deposit, **8:1**
  - “security deposit” defined, **8:1**
- Offences, **19:24**
- Prepayment of rent
  - generally, **8:2**
  - advance payment not simply security deposit, **8:2**
  - caution in collecting pre-paid rent, **8:2**



**SECURITY DEPOSITS—Cont'd**

- Prepayment of rent—Cont'd
  - prepayment of rent in lieu of security deposit not permitted, **8:2**
  - pro-rating of rent for university students not security deposit, **8:2**
  - risk to tenant, **8:2**
- Rent deposits
  - generally, **8:3**
  - amount of rent deposit, **8:5**
  - applying or refunding rent deposit
    - generally, **8:8**
    - anticipatory breach by tenant and response by landlord, **8:8**
    - acceptance of repudiation requiring return of deposit, **8:8**
    - non-acceptance by landlord and whether tenancy commencing, **8:8**
    - repudiation prior to commencement of tenancy, **8:8**
  - applying to final rent period, **8:8**
  - condition precedent not satisfied by tenant, **8:8**
  - repayment of deposit if vacant possession not given to prospective tenant, **8:8**
  - set-off for damages not permitted, **8:8**
  - tenancy commencing when tenant entitled to possession, **8:8**
  - tenant expected to take possession where habitable but some repairs required, **8:8**
  - tenant repudiation before commencement of tenancy, **8:8**

**SECURITY DEPOSITS—Cont'd**

- Rent deposits—Cont'd
  - assignee of landlord, responsibility of
    - generally, **8:9**
  - accurate records, importance of, **8:9**
  - covenant relating to rent deposit running with land, **8:9**
  - due diligence by purchaser in obtaining relevant information, **8:9**
    - whether security deposits outstanding, **8:9**
  - mortgagee in possession, **8:9**
  - risk to tenant where new owner unaware of deposit, **8:9**
  - RTA providing that new landlord not to require deposit where already paid, **8:9**
    - exception, **8:9**
  - collection of rent deposits
    - generally, **8:4**
    - payment not able to be demanded after tenancy commenced, **8:4**
    - recovery of rent deposit not permitted where applied to rent payment, **8:4**
    - requirement when entering tenancy agreement, **8:4**
  - interest on rent deposit
    - generally, **8:7**
    - guideline amount for each year, **8:7**
    - hybrid amount in transitional year, **8:7**
    - mandatory payment, as, **8:7**
  - RTA provisions relating to rent deposits, **8:3, App. B**
  - “topping up” rent deposit, **8:6**
    - amount necessary to “top up” deposit possibly debt to landlord but not rent, **8:6**

RESIDENTIAL TENANCIES

**SECURITY DEPOSITS—Cont'd**

Rent deposits—Cont'd

“topping up” rent deposit, **8:6**

—Cont'd

no clear method for to enforce  
this right, **8:6**

RTA giving landlord right to  
use interest payable to  
“top up” rent deposit, **8:6**

**SECURITY OF TENURE**

Generally, **1:1**

Erosion of, **1:9**

Features, **1:1**

Imbalance of knowledge/power/  
resources, **1:1**

Meaning of, **1:1**

Remedial nature of T.P.A./R.T.A.,  
**1:1**

Rent control, **1:1**

Waiving tenants' rights, **1:1**

**SECURITY SERVICES**

Generally, **9:28, App. C1** Generally

**SENTENCING**

Generally, **19:8, App. B**

**SERIOUS BREACH**

Generally, **9:26, 14:14, 16:36**

**SERVICE OF DOCUMENTS**

Generally, **16:3 to 16:6**

**SERVICES**

Generally, **App. A:32, App. A:40**  
**App. C1**

Vital

See VITAL SERVICES

**SETTING ASIDE**

Generally, **14:18, App. A:38, App.**  
**A:39**

**SEVERING APPLICATIONS**

Generally, **2:14, App. B**

**SEWER**

Generally, **10:14**

**SHARED FACILITIES**

See RENTAL PREMISES  
GOVERNED BY RESIDEN-  
TIAL TENANCIES ACT,  
complete exemptions

**SHAREHOLDER/OFFICER**

Generally, **13:11**

**SHERIFF**

Generally, **17:1**

**SMART METERS**

See UTILITY COSTS,  
APPORTIONMENT

**SMOKE ALARMS/DETECTORS**

Generally, **9:32, 11:3, 11:16, 11:23,**  
**12:2, 13:27, 13:28, 13:30,**  
**14:11, 15:25**

**SMOKING**

Generally, **12:5, 13:27, 13:28,**  
**13:30, 13:31, 14:11**

**SOCIAL JUSTICE TRIBUNALS**  
**ONTARIO COMMON RULES**

Generally, **App. D**

Abuse of process, **App. D**

Accommodation of HRC — related  
needs, **App. D**

Application, **App. D**

Courtesy and respect, **App. D**

Definitions, **App. D**

Interpretation, **App. D**

Introduction, **App. D**

Language, **App. D**

Litigation guardians, **App. D**

Representatives, **App. D**

Tribunal powers, **App. D**

Use of, direction re, **App. D**

**SPOUSE**

Generally, **3:5, App. B, App. E**

**SQUATTER**

Generally, **3:3**

**STACKING OF AGI ORDERS**Generally, **9:24****STANDARD FORM OF LEASE**Generally, **App. M****STANDARD OF PROOF**Generally, **13:26, 19:3****STANDARD OF REVIEW**Generally, **16:38****STATUTORY POWERS  
PROCEDURE ACT**Generally, **1:4, 2:10, 2:18, 16:22,  
App. F****STAY OF PROCEEDINGS/ORDER**Generally, **2:25, 16:35****SUBLETS AND ASSIGNMENTS**

## Assignments

generally, **3:7, 3:9, App. B**charge for reasonable expenses,  
**3:9**consent of landlord, **3:8**effect of assignment, **3:9**estate of deceased tenant cannot  
assign, **3:9**landlord's options, **3:9**refusals, **3:9**

requests to assign

general request, **3:9**specific request, **3:9**where landlord arbitrarily or  
unreasonably refusing  
consent, **3:9, App. A:28**Board authorizing assignment,  
**3:9**tenant's notice of termination,  
**3:9**Introduction, **3:7**assignment releasing tenant from  
tenancy agreement, **3:7**consent of landlord required, **3:7**  
acceptable reasons to refuse  
consent, **3:7****SUBLETS AND ASSIGNMENTS**

## —Cont'd

Introduction, **3:7**—Cont'dconsent of landlord required, **3:7**

## —Cont'd

options of landlord where ten-  
ant transferred occupancy  
without consent, **3:8**whether landlord unreasonably  
withholding consent, **3:7**exceptions to right to assign or  
sublet, **3:8**“sublet” defined, **3:7**“sublet” vs. “assignment,” **3:7**

## Sublets

generally, **3:7, 3:8, App. B**charge for reasonable expenses,  
**3:8**consent of landlord, **3:8**terminations of head leases, **3:8**head lease, **3:8**subtenant as proper party,  
**3:8**non-profit co-operative, **3:8**unauthorized occupant, **3:8**where landlord arbitrarily or  
unreasonably refusing  
consent, **3:8**Board authorizing sublet, **3:8****SUBSIDIZED HOUSING**Generally, **4:25, App. B****SUBSTANTIAL INTERFERENCE**Generally, **13:30, 23:24, App. A:15,  
App. A:33****SUBTENANT**Generally, **3:7, 3:8****SUITE METERS**See **UTILITY COSTS,  
APPORTIONMENT****SUMMONS**Generally, **16:11, App. G**

## RESIDENTIAL TENANCIES

### SUPERINTENDENTS AND OTHER EMPLOYEES OF LANDLORD

- Generally, **3:10**
- “Caretaker’s premises” under LTA, **3:10**
  - part-time duties, **3:10**
- Class of employees in unique position, **3:10**
  - agents of landlord, **3:10**
  - employees of landlord, **3:10**
  - rights fewer, **3:10**
  - tenant of landlord, **3:10**
- Occupation rent following termination of tenancy, **3:10**
- Permitting former superintendent to stay, consequences of, **3:10**
- “Superintendent premises,” **3:10**
  - rental unit provided to superintendent, **3:10**
  - specific designation not required, **3:10**
  - “unless otherwise agreed,” **3:10**
  - vacating of unit upon termination of employment, **3:10**
- Termination of employment and vacating of rental unit, **3:10**
  - Charter, effect of, **3:10**
  - notice of termination of tenancy not required, **3:10**
  - whether express agreement otherwise, **3:10**
  - whether “superintendent premises,” **3:10**
  - wrongful dismissal allegation, where, **3:10**
- Whether power to refuse eviction as unfair, **3:10**
  - grievance procedure not delaying eviction, **3:10**
  - relief from forfeiture only applying to normal tenancy relationship, **3:10**
  - wrongful dismissal allegation not defence, **3:10**

### TENANCY AGREEMENTS

- Change of terms, unilateral, **5:11**
  - unilateral changes generally not permitted, **5:11**
  - unilateral changes permitted under RTA, **5:11**
  - apportionment of utility costs, **5:11**
  - “smart” electricity meter, installation of, **5:11**
- Covenants running with land, **5:13**, **App. B**
  - distinction between covenants directly benefiting and collateral covenants, **5:13**
  - collateral covenants not running with land, **5:13**
  - covenant to repay security deposit being collateral benefit, **5:13**
  - option to purchase being collateral covenant, **5:13**
  - municipality’s rights, **5:13**
  - RTA providing that covenants relating to rental premises running with land generally, **5:13**
  - covenant to repay security deposit, **5:13**
  - distinction in ancient rule not applying, **5:13**
    - whether things in existence or not, **5:13**
  - option to purchase given to tenant, **5:13**
  - “things related to the rented premises,” **5:13**
- Definition, **App. B**
- Distress, **5:16**, **App. B**
- Duty to mitigate, **5:14**, **App. B**
- Forbidden terms, **5:6**
- Frustration of contract, **5:7**, **App. B**
  - doctrine not applying to leases at common law, **5:7**
  - unfairness at common law, **5:7**

**TENANCY AGREEMENTS****—Cont'd**

- Frustration of contract, **5:7, App. B**
  - Cont'd
  - “frustration,” meaning of, **5:7**
  - statutory application of doctrine to residential tenancy agreements, **5:7**
  - whether premises fit for habitation, **5:7**
- Fundamental breach and misrepresentation: covenants interdependent
  - generally, **5:12, App. B**
  - fundamental breach by landlord constituting defence for tenant, **5:12**
  - fundamental breach by landlord permitting tenant to treat tenancy at end, **5:12**
  - misrepresentations by landlord or tenant, **5:12**
  - obligations of landlord and tenant deemed independent at common law, **5:12**
  - obligations of landlords and tenants interdependent by statute, **5:12, App. B**
  - where substantial or fundamental breach of material covenant, **5:12**
- Implied agreements, **5:5**
  - inferred from conduct of parties, **5:5**
  - terms additional to written agreement, **5:5**
- Information to be provided to tenant on commencement of tenancy
  - generally, **5:8, 5:9, App. B**
  - name and address of landlord to be provided, **5:9**
    - failure to comply resulting in suspension of obligation to pay rent, **5:9**
    - landlord’s application being sufficient to comply, **5:9**

**TENANCY AGREEMENTS****—Cont'd**

- Information to be provided to tenant on commencement of tenancy
  - Cont'd
  - name and address of landlord to be provided, **5:9—Cont'd**
  - landlord unable to serve notice of termination for non-payment of rent, **5:9**
  - rights and responsibilities of landlords and tenants, **5:8**
- Interesse termini, **5:15**
- Introduction, **5:1**
  - definition, **5:1, App. B**
  - lease vs. licence, **5:1**
  - topics covered in agreement, **5:1**
- Joint and several liability and evolution of tenancy
  - generally, **5:17**
  - joint and several liability of tenants for rent and damages caused, **5:17**
  - RTA not having mechanism for one tenant to end liability under tenancy, **5:17**
  - solution through amendment of assignment provisions of Act, **5:17**
  - surviving spouse having option of vacating unit or remaining as tenant, **5:17**
    - where spouse not on lease and principal residence, **5:17**
  - tenant that moved out remaining liable where co-tenant remaining, **5:17**
  - whether one tenant able to give valid notice of termination, **5:17**
- Oral agreements, **5:4**
  - room for misunderstanding, **5:4**
  - uncertainty for parties and evidentiary problems, **5:4**
- Standard for m of lease, **App. M**

## RESIDENTIAL TENANCIES

### TENANCY AGREEMENTS

#### —Cont'd

- Term and renewal
  - generally, **5:10**
  - commencement of term when entitled to occupy, **5:10**
  - fixed term automatically renewed if no action taken, **5:10**
  - fixed term deemed renewed as monthly tenancy, **5:10**
  - periodic tenancies automatically renewed if no action taken, **5:10**
  - rent increase notices often asking tenant whether requesting renewal, **5:10**
  - tenant having option of renewing or terminating or taking no action, **5:10**
  - whether alteration invalidating notice, **5:10**
- Waiver and forbidden terms
  - generally, **5:6**
  - common law contract rules apply, **5:6**
  - general prohibition against inclusion of provision inconsistent with RTA, **5:6**
  - prospective tenants, **5:6**
  - right to privacy, **5:6**
  - prohibition against “acceleration clauses,” **5:6, App. B**
  - prohibition against contracting out rights under Act, **5:6**
    - landlord agreeing to rent increases lower than permitted, **5:6**
    - tenancy agreement void, **5:6**
  - prohibition against “no pets” clauses, **5:6**
  - prohibition against post-dated cheques, **5:6**
  - prohibition against requiring pre-authorized direct debit, **5:6**
- Written agreements
  - generally, **5:2, 5:3**

### TENANCY AGREEMENTS

#### —Cont'd

- Written agreements—Cont'd
  - application, acceptance of, **5:2**
  - detailed agreement, **5:2**
  - oral promises not admissible, **5:2**
  - prescribed form, **5:3**
  - rules contained in agreement, **5:2**
  - standardized agreements, **5:3**
- TENANT PROTECTION ACT**
  - See **HISTORICAL OVERVIEW**
- TENANTS**
  - See **LANDLORDS AND TENANTS**
- TERMINATION OF TENANCY**
  - Death of tenant, **6:2**
  - Introduction, **6:1**
  - Termination by agreement
    - generally, **6:3, App. B**
    - agreement to terminate at beginning of tenancy being void, **6:3**
    - ex parte application for eviction order based on agreement to terminate, **6:3**
    - setting aside of ex parte order, **6:3, App. A:38, App. A:39**
      - board having discretion to set aside, **6:3**
      - converting ex parte procedure to oral hearing, **6:3**
      - hearing written or oral, **6:3**
    - oral or written agreement, **6:3**
    - imprecise commitment to try to move not sufficient, **6:3**
    - oral agreement inferred from conduct, **6:3**
    - oral announcement not sufficient, **6:3**
    - self-serving letter not sufficient, **6:3**

**TERMINATION OF TENANCY****—Cont'd**

- Termination by agreement—Cont'd
  - oral or written agreement, **6:3**
  - Cont'd
    - written agreement signed by parties, **6:3**
    - form, **6:3**
    - invalidation by fraud, duress, lack of understanding by one party, **6:3**
- Termination by notice of termination
  - generally, **6:4 to 6:20, App. B**
  - form and content of notice generally, **6:4**
  - clear and unequivocal, **5:17**
  - correct form used, **5:15 to 5:17**
  - errors in name of tenant(s) or address of rental unit, **6:15**
  - minimum statutory requirements, **5:17**
  - name of tenant, **5:17**
  - proper termination date, **5:17**
  - reasons and details respecting termination, **5:17**
  - signed by landlord, **5:15**
  - notice of termination from landlord
    - generally, **6:14, App. B**
    - altering approved forms generally, **6:17**
    - additional clauses invalidating notices, **6:17**
    - deletion of tenant options invalidating notice, **6:17**
    - first notice marked as second notice, **6:17**
    - choosing termination date and giving adequate notice, **6:16**
    - issue whether new landlord able to rely

**TERMINATION OF TENANCY****—Cont'd**

- Termination by notice of termination—Cont'd
  - notice of termination from landlord—Cont'd
    - altering approved forms—Cont'd
      - choosing termination date and giving adequate notice, **6:16—Cont'd**
      - on predecessor's notice, **6:16**
      - relevant notice periods, **6:16**
      - situations where early termination, **6:16**
      - situations where last day of rental period or fixed term, **6:16**
    - reasons and details, **6:18**
    - lack of details in notice of termination
      - invalidating notice, **6:18**
    - notice “saved” if requisite information in separate document, **6:18**
    - precise and informative, **6:18**
    - sufficiency of information, **6:18**
    - test for sufficiency, **6:18**
    - second notice, **6:20**
    - when notice of termination becoming void, **6:19**
    - acceptance of rent arrears not constituting waiver, **6:19**
    - “curable” notices, **6:20**
    - notice based on damage to premises, **6:19**
    - notice based on overcrowding, **6:19**

## RESIDENTIAL TENANCIES

### TERMINATION OF TENANCY

#### —Cont'd

- Termination by notice of termination—Cont'd
  - notice of termination from landlord—Cont'd
    - altering approved forms—Cont'd
      - when notice of termination becoming void, **6:19**
  - Cont'd
    - notice based on
      - substantial interference, **6:19**
    - notice becoming void 30 days after termination date, **6:19**
    - notice for non-payment of rent having no “expiry” date, **6:19**
    - payment of rent arrears, effect of, **6:19**
- notice of termination from tenant, **6:7, App. B**
  - abuse, **6:8**
  - amount of advanced notice, **6:7**
  - change of mind not permitted, **6:7**
  - clear and unequivocal, **6:7**
  - confidentiality, **6:11**
  - ex parte application for eviction order based on notice, **6:7**
    - application by landlord if tenant not vacating unit, **6:7**
    - ex parte application by landlord for eviction order, **6:7**
  - grounds, **6:9**
  - invalidation by duress or misrepresentation, **6:7**
  - joint tenants, rights/duties of remaining, **6:12**
  - multiple tenants, **6:7**

### TERMINATION OF TENANCY

#### —Cont'd

- Termination by notice of termination—Cont'd
    - notice of termination from tenant, **6:7, App. B**—Cont'd
      - notice at beginning of tenancy being void, **6:7**
      - other issues, **6:13**
      - prescribed form, **6:7**
      - procedure, **6:10**
      - taking effect at end of term or period, **6:7**
      - violence — see abuse
    - service of notice, **6:5, 16:3**
      - directions from Board member, **16:3**
      - effective date of service, **6:6**
      - permitted methods of service, **16:3**
      - posting of notice on door not valid, **16:3**
    - timing, **6:6**
      - computing of time, **6:6**
      - power to shorten time, **6:6**
      - service by mail requiring adjustment to termination date, **6:6**
  - Termination by order
    - generally, **6:21**
    - application by landlord, **6:7**
      - ex parte application, **6:21**
      - “fault” grounds, **6:21**
      - “no-fault” grounds, **6:21**
    - application by tenant, **6:21**
- ### TRAILER PARK
- Generally, **4:7, 20:1**
- ### TRANSFER OF OCCUPANCY
- Generally, **13:10, App. A:28**
- ### TRANSITIONAL PROVISIONS
- Generally, **9:8**
- ### TRESPASSER
- Generally, **3:3, 3:8, 3:12, 4:17, 5:6, 5:12, 17:6**



- TRIAL WITHIN REASONABLE PERIOD OF TIME**  
Generally, **19:10**
- TRIBUNAL ADJUDICATIVE RECORDS ACT**  
Generally, **App. N1**  
O. Reg. 211/19, **App. N2**
- TRIBUNALS ONTARIO**  
“Digital first” approach, **1:14**  
Tribunals Ontario Portal, **1:14**
- UNAUTHORIZED OCCUPANT**  
Generally, **2:33, 2:45, 3:7, 3:8, 3:14, 6:19, 7:20, 13:10, 14:8, 20:14, 23:32, App. A:23, App. B**
- UNDUE DAMAGE**  
Generally, **13:6, 13:28, 13:29, 19:20, App. A:13, App. A:14, App. A:26, App. B**
- UNILATERAL CHANGE OF TERMS**  
Generally, **5:11**
- USEFUL LIFE**  
Generally, **1:5, 9:30, 9:32, 9:36, App. C1**
- UTILITY COSTS, APPORTIONMENT**  
See also **RENT AND OTHER CHARGES**  
Apportionment  
generally, **22:3, App. C3**  
background, **22:3**  
post-January 1, 2011 rules, **22:4**  
rules re, **22:4**  
tenant application re landlord breach, **22:4**  
Regulations re, **App. C3**  
Suite meters  
generally, **22:1, 22:2, App. C3**  
2011 and forward, **22:2**  
background discussion, **22:1**
- UTILITY COSTS, APPORTIONMENT—Cont’d**  
Suite meters—Cont’d  
Energy Consumer Protection Act, 2010 provisions, **22:2**  
installation of, **22:1**  
OEB proceedings and decision, **22:1**  
pre-RTA cases, **22:1**  
RTA provision re, **22:1, 22:2**  
tenant application re landlord breach, **22:2**
- VACANCY DECONTROL**  
Generally, **1:3, 7:8, 9:4, 9:9, 20:16**
- VACATIONING**  
Generally, **4:7**
- VIOLENCE**  
See **ABUSE/VIOLENCE, TERMINATION OF TENANCIES STEMMING FROM**
- VITAL SERVICES**  
Interference with  
generally, **19:14**  
case examples, **19:14**  
heavier fines, **19:14**  
leniency where financial difficulties, **19:14**  
“person” engaged in conduct, **19:14**  
“vital services” defined, **19:14, App. B, App. C1**  
heat, provision of, **19:14**  
Municipal vital services by-laws, **App. A:32**  
Obligation not to withhold/interfere with supply of, **12:4**  
self-help remedies prohibited, **12:4**  
supply of vital services or care services not to be withheld or interfered with, **12:4**  
“care services” defined, **12:4, App. B**

RESIDENTIAL TENANCIES

**VITAL SERVICES—Cont'd**

Obligation not to withhold/interfere with supply of, **12:4**—Cont'd  
supply of vital services or care services not to be withheld or interfered with, **12:4**

—Cont'd

“vital services” defined, **12:4, App. B, App. C1**

withholding vs. interference with, **12:4**

tenant's application, **App. A:32**

**WAIVER**

Generally, **2:4, 3:7, 4:1, 4:6, 5:2, 5:6, 5:12, 7:21, 12:8, 14:8, 22:2**

**WATER DAMAGE**

Generally, **5:7, 11:6, 11:15, 11:23, 11:24, 11:26, 13:28**

**WATER QUALITY**

Generally, **14:14, 16:36**

**WATER SUPPLY**

Generally, **11:3, 11:17, 11:21, 11:23, 12:2, 12:4, 13:14, 14:14, 16:21, 16:36, 20:12, 20:18**

**WEAR AND TEAR**

Generally, **11:1, 13:28**

**WILFUL DAMAGE**

Generally, **13:29**

**WITNESS**

Generally, **2:20, 9:19, 16:6, 16:11**

**WRITTEN TENANCY AGREEMENT**

See also TENANCY AGREEMENTS

Generally, **3:13, 4:7, 4:15, 5:2, 5:4, 5:5, 5:9, 7:13, 12:1, 13:10, 20:4, 22:2, App. B**