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ONTARIO RESIDENTIAL TENANCIES LAW

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Ontario Residential Tenancies Law, 2nd Edition provides a comprehensive annotation of Ontario's major residential tenancy laws and has been completely revised to include the new *Residential Tenancies Act, 2006*. The text features updated commentary based on the new legislation, as well as new regulations under the new *Residential Tenancies Act, 2006*. The previous *Act*¹ has also been included for ease of reference. This invaluable resource also includes Rules of practice for the new Landlord and Tenant Board, relevant Landlord/Tenant Forms and Notices, the relevant regulations and form and notices, and summaries of leading reported and unreported decisions of courts and tribunals. This publication provides the busy practitioner with a ready reference to every aspect of the law of residential tenancies with the most comprehensive case law review of the process in Ontario.

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¹ *Tenant Protection Act, 1997.*

This release features updates to Appendices IF, WP and TABLE OF CONCORDANCE .

Highlights

- **WORDS AND PHRASES—EXTENUATING—BRITISH COLUMBIA**—Section 51(3) of the RTA [*Residential Tenancy Act*, S.B.C. 2002, c. 78] required her [the arbitrator] to decide whether there were “extenuating circumstances” justifying the landlord’s failure to occupy the rental until within a reasonable period following termination of the tenancy. The arbitrator quoted s. 51(3) but then applied a test of “exceptional circumstances”. Extenuating circumstances are not inherently exceptional. These are different tests. At critical points in her reasoning, the arbitrator either failed to turn her mind to the correct test or, having done so, she assumed that she could treat “extenuating” and “exceptional” as synonyms: *Kassam v. 1129728 B.C. Ltd* (2026), 2026 CarswellBC 251, 2026 BCCA 33 (B.C. C.A.) at para. 6, Abrioux J.A. (Gomery, Warren J.J.A.).
- **WORDS AND PHRASES—PROFIT RENT—BRITISH COLUMBIA**—. . . profit rent is the difference between the market rent (also known as economic rent) and the contract rent: *S & R Sawmills Ltd. v. Greater Vancouver Sewerage and Drainage District* (2025), 2025 CarswellBC 3881, 2025 BCSC 2453 (B.C. S.C.) at para. 137, Gibb-Carsley J.
- **ISSUES IN FOCUS—LEGAL MEMO**—Updates to “Assuming there is no written lease agreement on which the landlord can rely, does the landlord and/or tenant have a statutory duty to remove snow and ice from the property?”.
- **TABLE OF CONCORDANCE—RESIDENTIAL TENANCIES ACT, 2006 TO TENANT PROTECTION ACT, 1997**—Updated to reflect the most recent amendments to the *Residential Tenancies Act*, 2006, as of March 16, 2026.