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CANADIAN LAW OF LANDLORD AND TENANT

**Williams & Rhodes
Release No. 2, April 2026**

Williams and Rhodes' *Canadian Law of Landlord and Tenant*, 6th Edition, is an in-depth examination of both commercial and residential tenancies law in every jurisdiction in Canada. It provides a consolidation of all statutory and regulatory developments, including rent control. Topics discussed in the publication include the creation of the landlord and tenant relationship, requisites of leases and agreements, various tenancies and leases, rent and recovery of rent, and termination of tenancies. The text also includes landlord and tenant legislation from all Canadian jurisdictions set out full together with concordance between provinces.

This release features updates to the case law and commentary in Chapters 7 (Recovery of Rent by Action), 9 (Quiet Enjoyment), 12 (Determination of Tenancies), 14 (Renewals—Valuation of Buildings—Options to Purchase), 19 (Definitions), 20 (Rent), 21 (Maintenance and Repairs), and 23 (Termination for Cause).

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Highlights

New and significant case law discussed in this release includes the following:

CHAPTER 7—Recovery of Rent by Action—§ 7:17—Limitations of Actions for Rent—In *LAF v. Woodbine*, 2025 ONSC 3914, 2025 CarswellOnt 10965 (Ont. S.C.J.) the Ontario Superior Court of Justice granted the tenant an order extending the parties’ lease. Concluding that the lease’s *force majeure* clause was triggered by the government-mandated closures during the global pandemic, the court held that clause had the effect of extending the lease by the number of days during which the premises could not be used for their intended purposes and the tenant could not perform its obligations under the lease due to such closures. In granting the order, the court confirmed that the parties’ situation was “on all fours” with the appeal court’s decision in *Niagara Falls Shopping Centre Inc. v. LAF Canada Company*, 2023 ONCA 159, 2023 CarswellOnt 2983, 479 D.L.R. (4th) 452, 47 R.P.R. (6th) 175, 167 O.R. (3d) 198 (Ont. C.A.), additional reasons 2023 ONCA 228, 2023 CarswellOnt 4312 (Ont. C.A.). In each case, the tenant was the same, the leases were “virtually indistinguishable” and the *force majeure* clauses were “substantively identical.”

CHAPTER 12—Determination of Tenancies—§ 12:63—By Action or Otherwise (S. 19(1) (Man.))—In *Gan Yeladim Day Care Centre v. Beth Emeth Bais Yehuda Synagogue*, 2025 ONSC 3859, 2025 CarswellOnt 10974 (Ont. S.C.J.) the landlord sought to evict the long-term tenant. Claiming that the parties’ lease had become a month-to-month tenancy after expiry, the landlord served the tenant with a final termination notice indicating a specific termination date. The tenant sought relief from forfeiture under s. 20 of the *Commercial Tenancies Act*, R.S.O. 1990, c. L.7 (the “CTA”) and s. 98 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 (the “CJA”); an injunction preventing the tenant’s removal; and an order permitting the tenant to remain in the leased premises for a minimum of two years while the tenant sought to secure alternate space for its daycare operations. The Ontario Superior Court of Justice agreed with the tenant that there was no month-to-month tenancy: such a tenancy would only have occurred under the lease if the tenant had failed to provide proper notice of its intention to renew the lease. The tenant did provide such notice and the landlord was obligated to negotiate with the tenant to reach a new agreement. Acknowledging that these negotiations had taken place but that the parties had failed to reach an agreement, the court considered the parties’ lease extension terms—which terms involved “automatic renewals” and annual adjustments on September 1st of each year—and the parties’ conduct over several decades. The court concluded that the parties’ reasonable expectations and intent, as demonstrated by the history of their conduct, were that the lease would renew for another year on September 1, 2024. In fact, the court pointed out that the tenant had been paying rent since that date at a higher rate than the landlord had proposed during the parties’ failed lease extension negotiations for the 2024-2025 term.

Preface

In his preface to the fourth edition of Williams' Canadian Law of Landlord and Tenant, the late F.W. Rhodes expressed the hope that he had done no disservice to the memory of the originator of this work by venturing upon the production of another edition. Embarking upon the publication of a sixth edition, we also hope that we have done no disservice either to the memory to the originator of the work or to the memory of F.W. Rhodes.

The looseleaf format was adopted upon publication of the fifth edition, in an effort to update the text conveniently on a continuing and regular basis. In an effort to further update the format and text, we have isolated the law relating to residential tenancies in a separate volume. The remedial nature of recent legislation in this area has resulted in the creation of a body of law significantly different than the law generally applicable to commercial tenancies. We have also compiled and added the actual text of relevant landlord and tenant legislation, in order to enhance the value of the work as a useful tool of legal research.

Chapters on the law of landlord and tenant in the Province of Quebec have again been prepared by Mr. Marc Casavant of the Montreal bar and the authors wish to thank him for his continuing contribution. We would also like to thank the staff of the Carswell Company Limited and, in particular, Barbro Stalbecker for her guidance and patience.

Finally, we wish to thank Carole Towle and other members of our staff who have assisted in the preparation of this sixth edition.

London, 1988

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