



Rental Housing in Ontario: Supporting tenants

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Community Legal Education Ontario (CLEO)
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Today's presentation

- 1) Overview of the Northwest Community Legal Clinic (NWCLC)
- 2) Rental housing law in Ontario – Residential Tenancies Act (RTA), etc.
- 3) Who is covered by the RTA? Who is not covered?
- 4) Tenant and landlord rights and responsibilities
- 5) Focused discussion:
 - a) Evictions
 - b) Repairs, maintenance, and unsafe housing conditions
 - c) The duty to accommodate tenants with disabilities
- 6) Resources for tenants and service providers



1. Northwest Community Legal Clinic (NWCLC)

Who we are, what we do, and how we help

NWCLC: Who we are



- ▶ We provide free legal services to low-income residents of the Kenora and Rainy River Districts.
- ▶ We have offices in Kenora, Fort Frances, and Atikokan.
- ▶ We are one of 71 Community Legal Clinics located throughout Ontario.

NWCLC: What we do

Community members with limited income can seek our assistance in the following areas:

- ▶ Housing and homelessness
- ▶ Benefits and income support
- ▶ Debt and consumer law
- ▶ Employment and worker rights
- ▶ Human rights
- ▶ General administrative processes

NWCLC: How we help

We provide the following services in our core areas of law:

- ▶ Summary advice and legal information
- ▶ Referrals to legal and community services
- ▶ Legal representation (determined on a case-by-case basis)
- ▶ Public legal education outreach
- ▶ Law reform initiatives
- ▶ Community organizing and capacity building
- ▶ ** ID Bank Services**

*A note for service providers:

- ▶ We welcome calls from service providers!
- ▶ We recognize and value the relationships that service providers have with clients, and seek to collaborate and capacity-build whenever possible.
- ▶ Service providers can call to discuss general client issues/questions. We can provide brief advice/guidance and, if appropriate, arrange for direct communication with the client.

2. Rental housing law in Ontario

Applicable legislation

Residential Tenancies Act (RTA)

- ▶ Most rental housing arrangements are considered “tenancies” governed by the *Residential Tenancies Act (RTA)*.
The RTA:
 - ▶ Gives landlords and tenants specific rights and responsibilities
 - ▶ Provides rules for increasing the rent and for evicting a tenant
 - ▶ Creates the Landlord and Tenant Board (LTB), which resolves disputes between landlords and tenants.

The ***Residential Tenancies Act*** (the “***RTA***”) is the key legislation governing rental housing in Ontario.

However, other legislation/standards can intersect with rental housing issues:

- ❑ Municipal bylaws, public health regulations, fire and safety regulations, building codes/standards and privacy legislation/principles can affect rental housing.
- ❑ Tenants living in supportive housing (e.g. KDSB), and especially those whose rent is geared to income (RGI), are also subject to Ontario’s *Housing Services Act*.
- ❑ All Ontario law must adhere to the *Ontario Human Rights Code*.



3. *Residential Tenancies Act:*

Who is covered? Who is not?

The RTA generally applies to the following tenancies:

- ▶ Private residential rental units (apartment, house)
- ▶ Renting a room in a rooming house or boarding house

The RTA may not apply to housing arrangements where:

- ▶ The unit is used on a seasonal or temporary basis
- ▶ The unit is located on a First Nation
- ▶ The renter shares a kitchen/bathroom with the owner/owner's family members (and the owner lives in the building)
- ▶ The renter is not named on the lease agreement or cannot show evidence of a rental agreement with the landlord

A “tenant” or a “guest”?

- ▶ If you are not named in the lease agreement but you are living with roommates who are parties to a lease, be aware that your rights might not be protected by the *Residential Tenancies Act*.
- ▶ In this case, you could be considered a “guest” of the tenant(s) who are on the lease. Your housing might rely solely on the will of the named tenants.

*** Remember: Each situation should be evaluated on a case-by-case basis!*

A note about “written leases”

- ▶ Tenants have the right to receive a copy of their written tenancy agreement within 21 days after the day it was signed and provided to the landlord.
- ▶ However, many tenants do not receive a written lease from their landlord.
- ▶ Having a written lease is not the determining factor on whether the *RTA* applies. Many renters without a written lease are still recognized as tenants under the *RTA*.



4. Tenant rights and responsibilities

What can tenants expect?

What is expected of them?

As a tenant, you have the right to:

1. Security of tenancy

You can continue to live in your rental unit until:

- ▶ You give your landlord proper notice that you intend to move out, or
- ▶ You and your landlord agree that you can move out, or
- ▶ Your landlord gives you a notice to end your tenancy for a reason allowed by the *RTA*, files an eviction application, and is granted an eviction order by the Landlord and Tenant Board (LTB).

****Important:** If your landlord gives you a notice to end your tenancy, you do not have to automatically move out. Your landlord must apply to the LTB to get an order to evict you and you will have the right to go to a hearing and explain why your tenancy should not end.

As a tenant, you have the right to:

2. Privacy:

Your landlord can only enter your rental unit for the reasons allowed by the *RTA*.

- ❑ In most cases, before entering your unit, your landlord must give you 24 hours written notice.
- ❑ Exceptions to this rule include cases of emergency or if you agree to allow the landlord to enter.

As a tenant, you must:

1. **Pay your rent** in full and on time.
2. **Keep your unit clean**, up to a reasonable standard.
3. **Advise the landlord** of problems (pests, unsafe conditions, etc) in a timely manner and cooperate with the landlord's efforts to remediate problems.
4. **Not interfere with others' rights or reasonable enjoyment** (e.g. limit excessive noise/disturbances in the unit/building, be respectful of other tenants, etc).
5. **Not engage in unsafe or illegal activities at the unit/building**, such as unit overcrowding, violent or illegal acts, safety infractions, illegal business activities.
6. **Take responsibility** for undue damage to the unit/property caused by you/your guests.

Landlord Rights and Responsibilities

A landlord has the right to:

- ▶ Collect a last month's rent payment
- ▶ Increase the rent (within legislated limits)
- ▶ Enter your unit for allowed purposes with 24 hours' written notice

A landlord is responsible for:

- ▶ Keeping the rental property in a good state of repair and obeying health, safety and maintenance standards. ** This includes the remediation of mould and pests**
- ▶ Providing tenants with a copy of their written tenancy agreement within 21 days after the day it was signed and provided to the landlord. For tenancy agreements on/after April 30, 2018 the Residential Tenancy Agreement (Standard Form of Lease) should be used.

A landlord is NOT allowed to:

- ▶ Insist that rent be paid by post-dated cheque or automatic debit.
- ▶ Restrict or monitor a tenant's guests, or demand additional rent if an additional person is staying in the unit (so long as the unit is not overcrowded).
- ▶ Interfere with a tenant's vital services (heat, electricity, water, etc).
- ▶ Evict a tenant or lock them out of their rental unit without an eviction order from the LTB.

*** In urgent situations involving illegal lock-outs or vital services interference, tenants can contact the **Rental Housing Enforcement Unit** for assistance.*



5. Focused Discussion:

a) Evictions

Common eviction myths

“My tenancy is “month to month”, so my landlord can evict me whenever they want with 60 days’ notice.”

“I don’t have a written lease, so my landlord can evict me at any time.”

“The lease that I signed states that the landlord can evict me whenever they want, so long as they give me notice. Because I signed the lease, I have to follow what it says.”

“My landlord is selling my building, so I am required to move out.”

“My landlord says that they/their family member is moving into my unit, so I must move out.”

“My landlord gave me an eviction notice, so I must move out by the date stated on notice.”

What the law says

If a tenancy falls under the *RTA*, tenants have the right to **security of tenancy**. A tenant can be evicted only in certain circumstances:

1) **“For cause” reasons:** Non-payment of rent, illegal acts, putting others’ safety at risk, damaging the unit/property, or interfering with others’ enjoyment of their unit/ property, etc.

2) **“No fault” reasons:** The landlord, a new buyer, or their close family members are planning to move into the unit; the unit is being demolished, repaired, or being converted to another use, etc.

***Tenant protections apply to “month-to-month” tenancies and tenancies where no written lease exists.*

***Tenants cannot “contract out” of their basic rights and protections under the RTA.*

Evictions are not automatic

In order to evict a tenant, a landlord must meet a number of procedural and legal requirements, and they must follow the legal processes set out by the *Residential Tenancies Act* and the Landlord and Tenant Board.

It is the landlord's responsibility at a hearing to demonstrate that they have met these requirements and followed proper process.

Evictions: Overview of the process

1. Landlord serves a “notice of termination of tenancy” on the tenant.
2. Landlord applies to the Landlord and Tenant Board for an eviction order.
3. The Landlord and Tenant Board (LTB) schedules a hearing on the matter.
4. Both the landlord and the tenant have the right to attend the hearing.
5. An LTB adjudicator hears both sides’ arguments and makes an order (to evict, to evict with delay, to dismiss the landlord’s application, etc)
6. The LTB eviction order can only be enforced by the courts via the Sheriff.

Common types of eviction notices:

- ▶ N4: Notice to End your Tenancy Early for Non-payment of Rent
- ▶ N5: Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding
- ▶ N7: Notice to End your Tenancy for Causing Serious Problems in the Rental Unit or Complex
- ▶ N12: Notice to End your Tenancy Because the Landlord, a Purchaser or a Family Member Requires the Rental Unit

N12

To: (Tenant's name) include all tenant names	From: (Landlord's name)
Nora Kenowsky	Woody Lakehurst
Address of the Rental Unit:	
Unit 2, 67 Rockcut Way, Kenora, Ontario P9N 1X1	

The following information is from your landlord

dd/mm/yyyy

☒ **Reason 1:** The following person intends to move into the rental unit and occupy it for at least one year:

☐ Me ☐ My spouse ☐ My child

☐ My parent ☐ My spouse's child ☐ My spouse's parent

☐ The purchaser ☐ The purchaser's spouse ☐ The purchaser's child

☐ The purchaser's parent ☐ The purchaser's spouse's child ☐ The purchaser's spouse's parent

☐ The purchaser ☐ The purchaser's spouse ☐ The purchaser's child
☐ The purchaser's parent ☐ The purchaser's spouse's child ☐ The purchaser's spouse's parent

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For more information about this notice or your rights, you can contact the Landlord and Tenant Board. You can reach the LTB by phone at 416-645-8080 or 1-888-332-3234. You can visit the LTB website at tribunalsontario.ca/ltb.

21/10/2025

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HEADS UP...



*The most important
slide of this entire presentation
is coming up next!*



If you receive an eviction notice...

- DO NOT PANIC!
- DO NOT AGREE TO ANYTHING OR SIGN ANYTHING!
- DO NOT MOVE OUT!

CALL THE LEGAL CLINIC!

807-468-8888

Ways we can help:

- ▶ **Meet with the tenant** to review the notice, explain their rights and options, and provide info about the eviction process.
- ▶ **Assist the tenant** in communicating with their landlord, OPP, Rental Housing Enforcement Unit, etc.
- ▶ **Draft a tenancy information letter** for the tenant to keep on hand in case the OPP are called.
- ▶ **Provide referrals** and information to address issues related to the eviction notice.
- ▶ **Represent the tenant**, or provide Tenant Duty Counsel services, at an eviction hearing.



5. Focused Discussion:

b) Repairs, maintenance, and unsafe housing conditions

Maintenance and repairs

- ▶ Landlords are expected to address these repair and maintenance issues within a reasonable timeframe.
- ▶ Tenants are expected to report maintenance and repair issues in a timely manner. It's best for these reports to be made in writing. Photos and video are helpful.
- ▶ The landlord is responsible for the costs of maintenance/repairs caused by normal wear and tear, or by circumstances outside the tenant's control.
- ▶ A tenant may be held responsible for damage that they or their guests cause to the rental unit or to a common area of the rental premises.

Pests

- ▶ If you have a problem with cockroaches, bedbugs, mice, or other pests, it is your landlord's responsibility to remediate this problem.
- ▶ If your landlord does not deal with the problem, the health unit or local bylaw office could be options for getting an inspection.
- ▶ Tenant applications to the Landlord and Tenant Board are also an option.

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- ▶ Tenants are expected to report pest problems in a timely manner and cooperate in dealing with the problem (e.g. moving all your furniture away from the walls prior to treatment of your unit, allowing pest control services into your unit as required).
 - ▶ Tenants might be required to take immediate and ongoing action to prevent pests from surviving or returning (disposing of garbage and food, etc).
 - ▶ A tenant's failure to report or cooperate could prompt the landlord to seek a tenant's eviction or to demand compensation for additional costs associated with the tenant's delay.

Mould

- ▶ Landlords are responsible for the remediation of mould in a unit.
- ▶ Tenants must cooperate with remediation efforts and ensure that their day-to-day activities aren't causing/contributing to the problem.
- ▶ In the Kenora district, it is difficult to access inspections for mould.
- ▶ Tenants can bring an application before the LTB if the landlord refuses to act.
 - ▶ Important evidence can include: Photos, medical evidence, and proof of continued communication to the landlord about the issue and the landlord's refusal to take action.



5. Focused Discussion:

**c) The duty to accommodate
tenants with disabilities**

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- ▶ Ontario's ***Human Rights Code*** says that if a tenant has a disability, landlords must try to “accommodate” their disability. Landlords must remove barriers for people with disabilities, which could mean making physical changes to the building or changing rules/practices.
 - ▶ Examples include:
 - ▶ installing a ramp and automatic doors for tenants who use wheelchairs
 - ▶ avoiding cleaning products that cause allergic reactions for certain tenants
 - ▶ Working together with family members or caregivers to support a tenant with mental health conditions, instead of evicting them for disturbing other tenants

Accommodation and undue hardship

- ▶ The law says that landlords must try to accommodate a tenant's disability, even if it costs the landlord money or is inconvenient.
- ▶ This doesn't mean the landlord has to do whatever is needed, no matter how difficult or expensive. But a landlord must make reasonable efforts to accommodate a tenant's disability.
- ▶ A landlord has the duty to accommodate "to the point of undue hardship", which takes into account unreasonable cost or health and safety risks to others.
- ▶ If a tenant's disability can be accommodated without "undue hardship" to the landlord, then the landlord must do it. If a landlord refuses, this can be deemed "discrimination", and a violation of the *Ontario Human Rights Code*.

Rental Housing Resources

Steps to Justice – Community Legal Education Ontario (CLEO)

<https://stepstojustice.ca>

Landlord and Tenant Board (LTB)

<https://tribunalsontario.ca/lrb>

Advocacy Centre for Tenants Ontario (ACTO)

<https://www.acto.ca/>

Rental Housing Enforcement Unit (RHEU)

<https://www.ontario.ca/page/solve-disagreement-your-landlord-or-tenant>



THANK YOU!

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807-468-8888