

Waterloo Region
Community Legal Services

Tenants ' Rights 101 & The Residential Tenancies Act

CLEO Housing Virtual Conference
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Disclaimer:



This presentation should not be interpreted as legal advice, but only as legal information.

Please note that the law is only current to the date of the presentation and may become out of date as the legislation changes..

Residential Tenancies Act

- The Residential Tenancies Act is the legislation that covers most tenancies in Ontario. It provides the rules around things like evictions, rent increases, maintenance obligations, landlord's right to entry, etc.
- Unfortunately, not every tenancy is covered by the RTA.



Examples of Exemptions from the RTA

- Accommodations where landlord (or select family members of the landlord) and tenant must share a kitchen or bathroom.
- Temporary accommodation for travelling or vacationing public, or seasonal accommodation.
- Co-ops are mostly exempt except for rules around evictions.
- Housing provided by educational institutions that meets certain criteria.
- Short term living accommodation for rehabilitative or therapeutic services
- Certain types of supportive housing that fits the criteria under s.5.1.



Rules for Rent Increases

A legal rent increase:

- Landlord must provide Notice of Rent Increase (N1) form
- Must give you 90 days notice
- Can only increase once every 12 months

Rent Increases are regulated by the RTA annually

- The rent increase guideline for 2026 is 2.1%

New homes occupied for the first time for

- residential purposes after November 15, 2018 are exempt from rent control.



**Notice of Rent Increase
N1**
(Disponible en français)

Read the instructions carefully before completing this form.

To: (Tenant's name and address)	From: (Landlord's name and address)

Address of the Rental Unit:

Your New Rent On , your rent will increase to \$.

per month week other (specify) .

This rent includes the basic rent for your rental unit, plus any amount you pay separately to your landlord for services.

Explanation of the Rent Increase This is a rent increase of: \$.

per month week other (specify) or %.

Shade one of the following:

This rent increase is less than or equal to the rent increase guideline and does not need approval by an order under the *Residential Tenancies Act, 2006*.

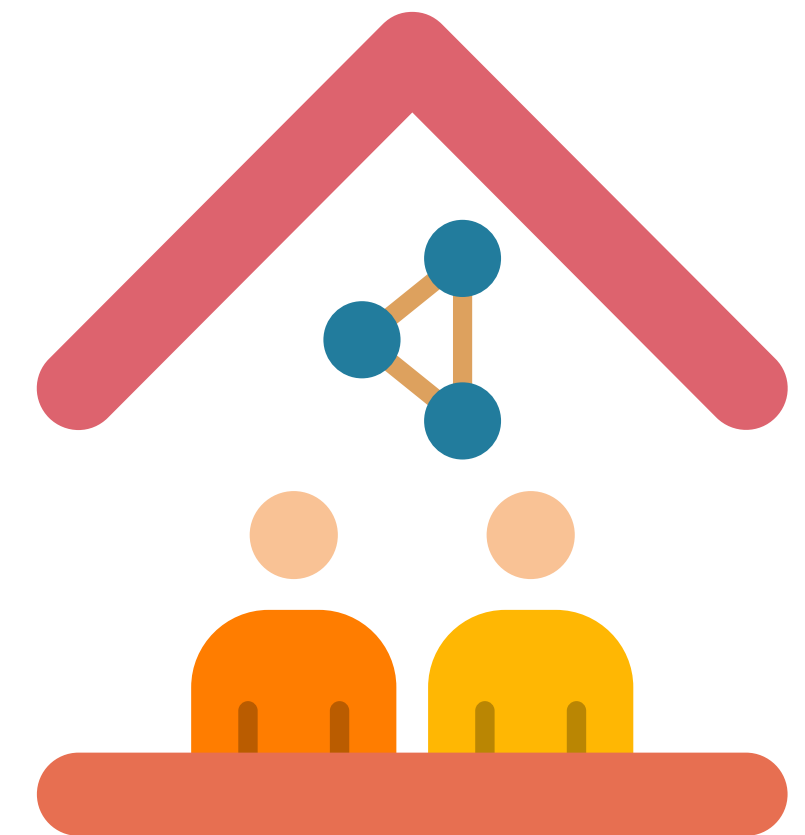
OR

This rent increase is more than the rent increase guideline, but:

- The rent increase has been approved by an order under the *Residential Tenancies Act, 2006*.
- The rent increase must be approved by an order under the *Residential Tenancies Act, 2006*. I have applied to the Board for a Rent Increase Above the Guideline.

Shared Housing Arrangements

- A tenant may allow someone to live with them. Any clause in a lease prohibiting that is void.
- The person living with the tenant does not become a tenant, unless there is an agreement between all parties to amend the lease.
 - Spouses may become tenants if the original tenant were to leave without terminating the tenancy.
- However, in an RGI setting, the occupant must report their income even if not added to the lease as a tenant. The rent will be calculated with that occupant's income.



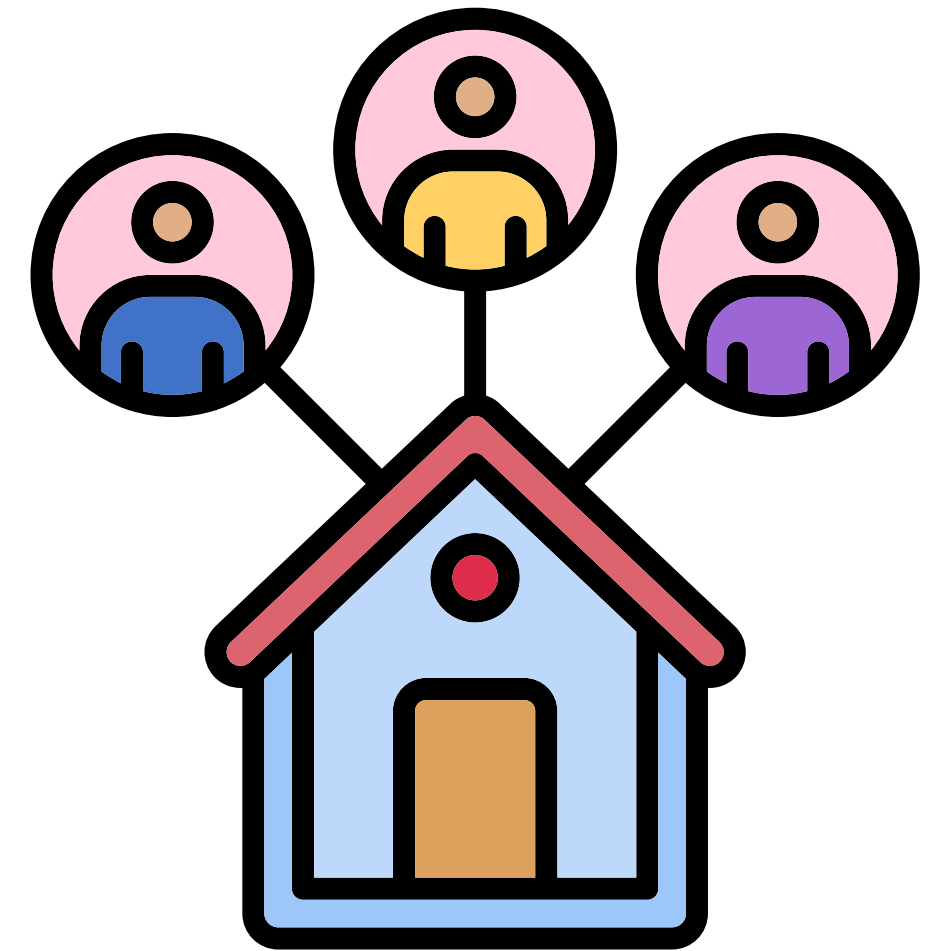
Joint Tenancies vs Tenancies in Common

- Usually there would just be one lease that covers all the tenants and occupants. This is called a **joint tenancy**. If one tenant leaves the unit, but is formally discharged from the lease, they will still be liable for things that happen in the tenancy (arrears, damages)
- Occasionally a landlord will rent a house to multiple people, where each person has their own tenancy agreement. This is called a **tenancy in common**. In these arrangements, tenants are not liable for the actions of the other tenants.



Rooming Houses

- In a rooming house, a tenant rents a specific room and has access to shared common areas. Unless there are multiple tenants in a room, these tenancies are not joint, meaning each tenant has their own lease, whether in writing or verbal.
- There can be house rules that must be established at the beginning of the tenancy. However, blanket prohibitions on having guests have been found to be an interference of the tenant's reasonable enjoyment of the unit.




Guests

- A landlord may not restrict a tenant's right to have guests or occupants. However, a tenant can be held liable for the actions of their guests.
- Guests are not interfere with anyone else's enjoyment of the unit, nor can they cause damages to the unit.
- No trespass restrictions against guests are unenforceable, as it is the tenant who has the right to invite the guest into their unit, not the landlord.



Ontario Standard Lease Form

- A Landlord shall provide a standard lease form to the tenants. Failure to do so can lead to a tenant being able to withhold one month's rent until the standard lease is provided. This applies for tenancies entered into after April 30, 2018.
- The standard lease covers most things, such as rent amount, term period, contact information, how the rent is to be paid, utility inclusions or exclusions, rent discounts, commencement date, last month deposit requirements, insurance requirement
- If there are more terms that the standard lease does not cover, there can be additional pages.

Ontario  **Residential Tenancy Agreement
(Standard Form of Lease)**

Note
This tenancy agreement (or lease) is required for tenancies entered into on March 1, 2021 or later. It does not apply to care homes, sites in mobile home parks and land lease communities, most social housing, certain other special tenancies or co-operative housing (see Part A of General Information).
Residential tenancies in Ontario are governed by the *Residential Tenancies Act, 2006*. This agreement cannot take away a right or responsibility under the *Residential Tenancies Act, 2006*.
Under the Ontario *Human Rights Code*, everyone has the right to equal treatment in housing without discrimination or harassment.
All sections of this agreement are mandatory and cannot be changed.

1. Parties to the Agreement

Residential Tenancy Agreement between:

Landlord(s)

1. Landlord's Legal Name

[Add a Landlord \(+\)](#)

Note:
See Part B in General Information

and Tenant(s)

1. Last Name	First Name
2. Last Name	First Name
3. Last Name	First Name
4. Last Name	First Name

[Add a Tenant \(+\)](#)

2. Rental Unit

The landlord will rent to the tenant the rental unit at:

Unit (e.g., unit 1 or basement unit)	Street Number	Street Name
City/Town	Province Ontario	Postal Code

Number of vehicle parking spaces and description (e.g., indoor/outdoor, location)

The rental unit is a unit in a condominium.
 Yes No

If yes, the tenant agrees to comply with the condominium declaration, by-laws and rules, as provided by the landlord.

Verbal Tenancy Agreements

- A written tenancy agreement is a mandatory requirement (at least for those tenancies that began after June 17, 1998).
- However if there isn't one, it does not mean the tenant isn't a tenant. Verbal tenancy agreements are still valid.
- Because the terms are not in writing, we have to look at other things to figure them out.
- The most important question is what has the established practice been.
- If a landlord has not provided some form of written tenancy agreement within 21 days of starting the tenancy, the tenant may suspend making all rent payments. However, once a written lease is provided all withheld money must be paid back.



Receipts

- A landlord is obligated to provide a receipt to their tenants. Failure to do so is actually a provincial offense, though rarely if ever prosecuted by the Rental Housing Enforcement Unit.
- In my opinion the best way to pay rent is via e-transfer with the purpose for the payment in the memo line (eg “June 2026’s rent”; or “June 2026’s arrears payment”). This way, there is an automatic receipt.
- If the reason for payment is not specified, landlord may apply it as they wish. For example, they may apply it towards previous arrears instead of the ongoing rent. Some public housing providers do this often and it creates confusion for tenants on N4’s.



Deposits

- Only two types of deposits are allowed in Ontario: Last month's rent deposit and a key deposit. The key deposit must be for the actual cost of cutting a new key if a tenant were to lose theirs.
- Any other deposit, such as a damage deposit is illegal and can be claimed by a tenant in a T1 application.



Privacy Rights

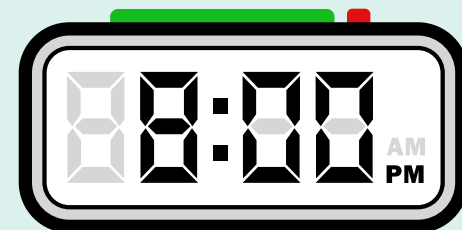
- Landlord may only enter unit for a valid reason (typically for maintenance and periodic inspections to ensure the landlord is complying with her maintenance obligations) after giving 24 hours written notice.
- Tenant may agree to waive the 24 hour rule requirement for a specific entry.
- There are some exceptions to the 24 hour rule (emergencies or showings to prospective tenant after Tenant has given notice to vacate)





ENTRY INTO THE UNIT BY LANDLORD

ENTRY WITH NOTICE

- Must be given to the tenant min 24hrs prior to the time of entry.
- Must indicate date/time/purpose of the entry.
- The time of the entry must be between the hours of 8am and 8pm.

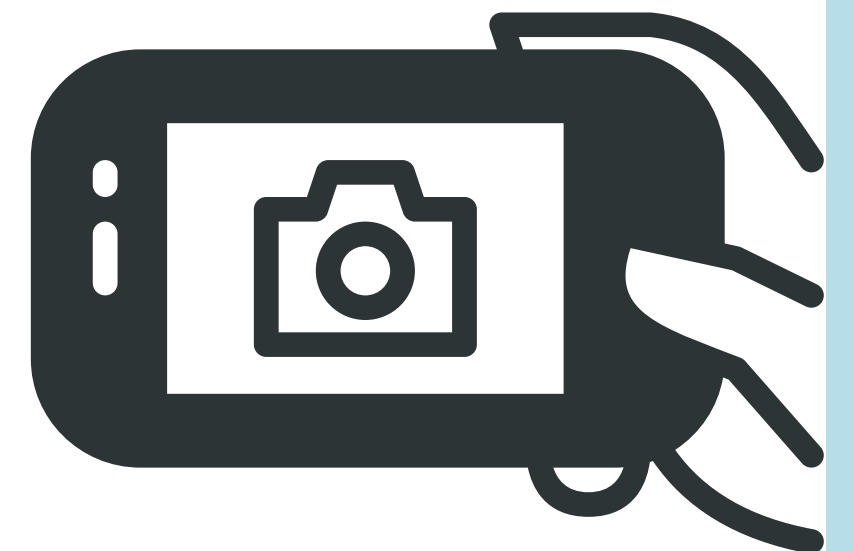
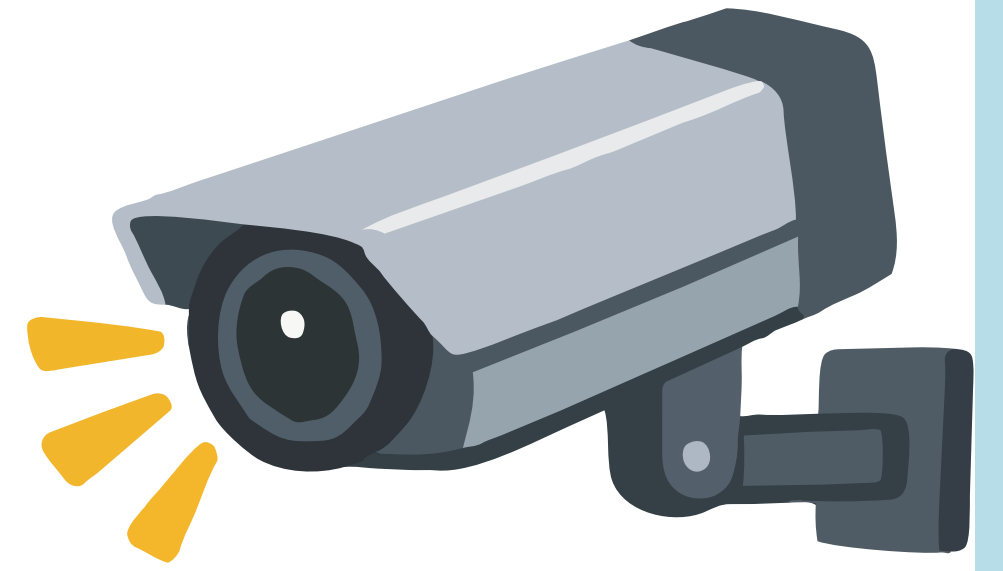


ENTRY WITHOUT NOTICE

- Emergency situations.  
- With the tenant's consent at the time of the entry.
- To carry out housekeeping duties, if provided for in the tenancy agreement.
- To show the unit to prospective tenants, if parties have agreed to end tenancy or a notice of termination has been given (between 8am to 8pm).

Privacy Rights

- Landlord should not have security cameras that look into a tenant's unit, or record audio of conversations.
- Landlord should not contact third parties about the tenant without the tenant's consent.
- Taking pictures of the tenant's unit for marketing purposes without their consent or for an improper purpose is not allowed. However, taking pictures for evidence gathering for LTB hearings has been found to be allowed by the Divisional Court.



Free Tenant Tip Sheets & Videos



N13

Notice to End Your Tenancy Because the Landlord Wants to Demolish the Rental Unit, Repair it or Convert It to Another Use

- The N13 is a legal notice that could lead to you being evicted from your rental unit.
- It is a notice from your landlord stating they want to end your tenancy and that they want you to move out by a certain date (called the termination date.)
- The landlord must state the reason for ending the tenancy from the 3 reasons below and must state whether they have obtained any necessary building permits.

Reason 1:

Your landlord intends to demolish the rental unit or the residential complex.

Reason 2:

Your landlord requires the rental unit to be vacant in order to do repairs or renovations so extensive that they are required to get a building permit and the rental unit must be vacant to do the work. The landlord must include details of the work they plan to do.

Note: You have the right to move back into the rental unit once the repairs or renovations are completed. Your landlord cannot increase the rent unless it has complied with the legal requirement regarding rent increases. If you want to move back in once the work is done, you must give written notice telling the landlord. Also, you must keep the landlord informed in writing any time your address changes.

Reason 3:

Your landlord intends to convert your rental unit or the residential complex to a non-residential use.

IMPORTANT INFORMATION FROM THE LANDLORD AND TENANT BOARD (LTB)

- The termination date set out in this notice must be at least 120 days after the landlord gives you the N13.
- An N13 is a notice for the end of term. This means that if the tenancy is for a fixed term, the termination date cannot be earlier than the last day of the fixed term.
- The termination date must also be the last of the rental period. For example, if rent is due on the first of the month, the termination date must be the last day of the month.
- If you disagree with what the landlord has put on this notice, you don't have to move out by the termination date. Your landlord can apply to the LTB for your eviction. The LTB will schedule a hearing where you can explain why you disagree. You will receive a "Notice of Hearing" from the LTB.
- If you move out of the rental unit by the termination date, your tenancy ends on that date. If you want to leave earlier than the termination date, you can give 10 days notice to end your tenancy by using LTB Form N9 (Tenant's Notice to End the Tenancy.)
- You have the right to compensation. The amount of compensation depends on the reason on the notice. The compensation must be paid to you before the termination date.

Get **free** legal advice to see if your unit is covered under the RTA and how to enforce your right by contacting:



450 Frederick St. #101, Kitchener ON N2H 2P5

Phone: 519-743-0254 or Online Contact Form found at: www.wrcls.ca



WATERLOO REGION COMMUNITY LEGAL SERVICES

Tenant's Rights Series

THE EVICTION PROCESS

WATERLOO REGION COMMUNITY LEGAL SERVICES

Tenant's Rights Series

UNDERSTANDING AN N12 NOTICE



REPAIRS REQUEST FORM FOR TENANTS

Tenant's Name(s):	
Address:	Unit #:
Phone Number:	Date:
E-mail Address:	Landlord's Name:

- Is this matter urgent (e.g. flooding, burst pipes, risk of fire)? (Check box if yes)
- Please contact me to arrange a time. My preferred date and times are: _____

Note: Landlords must give tenants a minimum of 24 hours' written notice before coming to make repairs, unless otherwise agreed upon by the tenant. These repairs must be done between the hours of 8:00am and 8:00pm.

Items that require repair/maintenance are marked with a checkmark

Bathroom

Kitchen



CONTACT INFO



Website / Web Contact Form

- Visit: www.wrcls.ca/web-contact-form



Phone / Walk -in

- Phone: 519-743-0254
- Main Office: 450 Frederick St. Unit 101, Kitchener, ON
- Cambridge Office: Langs - 1145 Concession Rd, Cambridge, ON

Youtube Channel

- bit.ly/3Fd8EGG
- @WRlegalservices

Social Media (Facebook, Twitter, Instagram)



OTHER LEGAL RESOURCES



CLEO - Community Legal Education Ontario

- CLEO produces clear, accurate, and practical information, guides and tools to help people understand the law and exercise their legal rights.
- Visit www.cleo.on.ca



STEPS TO JUSTICE

- Free, practical, and simple legal information for people in Ontario
- Visit www.stepstojustice.ca



LAW SOCIETY REFERRAL SERVICE (LSRS)

- The LSRS will connect you with a lawyer or licensed paralegal that will provide a free consultation of up to 30 minutes
- Visit www.lso.ca



LANDLORD AND TENANT BOARD

- Visit: tribunalsontario.ca/ltb/
- Website contains useful information such as LTB Rules & Guidelines, Forms, filing options, informative brochures on different housing topics



PRO BONO ONTARIO- Free Advice Hotline

- Support for civil matters (no family law or criminal law)
- Up to 30 minutes of free legal advice and assistance
- Call 1-855-255-7256 or visit www.probonoontario.org



Q



A



Questions?