

Renting and the Law

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When Nermin Bahcetepe immigrated to Toronto from Istanbul, Turkey, she stayed for a short time with friends of her family until she could rent an apartment.

Nermin used the online guides by Citizenship and Immigration Canada (www.cic.gc.ca/english/newcomer/fact_02e.html), Settlement.Org (www.settlement.org/site/HO/renting.asp) and the City of Toronto (www.toronto.ca/immigration/housing.htm) to help her look for a place to rent.

Nermin was lucky to find a good roommate to share the rent on a bachelor apartment. Her roommate's Canadian work experience, credit and rental history was important because a landlord is legally allowed to ask for information on a tenant's income and credit, in addition to requiring landlord references and a co-signor or guarantor - someone who will be responsible for the rent if, for some reason, Nermin cannot pay.

Her roommate's Canadian citizenship may also have helped. Although forbidden by the Ontario Human Rights Code, some landlords have refused to rent based on, among other things, citizenship (immigration status), race, colour, ethnic origin or religion. If you experience this form of discrimination, you should contact the Ontario Human Rights Commission, a legal aid clinic or a lawyer.

As her roommate works in Niagara Falls and only sometimes uses the apartment, Nermin does not have to worry about the law limiting the number of people to two per bedroom.

Nermin and her roommate co-signed a one-year lease for the apartment setting out the monthly rent and the terms and conditions of the rental. They chose to rent this apartment rather than a nearby apartment because they are allowed to leave before the end of the year without penalty providing they give two months written notice.

Not all landlords use leases. If you do not sign a lease or if your original lease has expired without a new lease being signed, you still have a legally binding rental agreement with the landlord on a month-to-month basis.

Even in this situation, the tenant is required to give the landlord 60 days minimum written notice of their intention to leave, except tenants renting on a week-to-week basis who only need give 28 days notice. If you give your notice just one day late, you will be responsible for an extra month for month-to-month rentals and an extra week for week-to-week rentals.

The landlord may legally require the tenant to pay a "last month's rent deposit" when you move in, plus the first month's rent. Once you are a tenant, though, you do not need to provide one, unless you agreed to do so before getting the apartment. The landlord must pay you interest annually on your rent deposit.

If a new landlord buys the building, they may try to get the tenants to pay another "last month's rent" deposit. If the tenants have already paid it to the previous landlord, they do not have to pay another one.

The only legal deposits/fees are: "last month's rent" deposit, non-sufficient funds charges (when there is not enough money in the bank account to pay the amount of the cheque) or key deposit/key replacement fees (as long as it is not greater than the cost of getting a new key). The landlord cannot charge the tenant a replacement key fee if a new key is required due to the landlord changing the locks.

Landlords are breaking the law if they demand the tenant buys the existing furniture, carpeting or draperies or that they pay painting fees, damage deposits, locker or parking space registration fees, finder's fees or application or registration fees to get the apartment.

However, if parking or a locker is not included in the rent, the landlord can charge the tenant a monthly fee for those services.

Except for apartments in housing co-operatives and rooms where a kitchen or bathroom are shared with the landlord, tenants after moving in have the following rights and obligations under Ontario's Tenant Protection Act.

Tenant Rights include:

- Having an apartment that is in good repair and meets the city health and safety standards,
- Privacy,
- Having a reasonably quiet living environment,
- Being free from harassment and discrimination from the landlord or other tenants,
- Having the tenant's family stay with them.

Tenant Responsibilities include:

- Paying the rent in full on the day it is due,
- Keeping the apartment reasonably clean and in good condition, including repairing any damage done by the tenant, his or her family or guests,
- Being reasonably quiet and not disturbing other tenants,
- Honouring the terms and conditions of the lease,
- Honouring the terms of the city's overcrowding by-laws.

Before entering a tenant's apartment, the landlord must give 24 hours written notice providing a good reason and a time between 8 a.m. and 8 p.m., except in emergencies or where a notice to terminate (end) the lease has been given or an agreement to terminate has been made.

At the present time in Ontario, rent controls do not apply to vacant apartments, rent-geared-to-income apartments and nursing homes.

The year after a tenant moves into a market rent apartment, however, rent controls apply.

Under rent controls the landlord can raise the rent only once every 12 months for as long as you live in that unit. The landlord must give you at least 90 days written notice of any rent increase.

Each year the Ontario government sets the "Annual Guideline Increase", which is the maximum amount the landlord may raise your rent without applying to the Ontario Rental Housing Tribunal for a larger increase. The landlord is required to give the tenant a copy of their application for an above Guideline increase, and written notice of the hearing date. You can challenge the landlord's application at the hearing if you have good reasons.

A landlord can get annual increases of up to four per cent above the "Annual Guideline Increase" for things such as repairs, renovations or new security measures. They can also get increases with no maximums for increased property taxes or utility costs.

A landlord can evict a tenant for, among other things, not paying the rent on time, causing damage to the apartment or building and overcrowding contrary to municipal by-laws or health standards. If you are served with a "Notice of Termination" - commonly called an eviction notice - immediately contact a legal aid clinic or lawyer for legal advice.

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