

[Français](#)

## Residential Tenancies Act, 2006

S.O. 2006, CHAPTER 17

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Last amendment: 2010, c. 8, s. 39.

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## PART I INTRODUCTION

### Purposes of Act

**1.** The purposes of this Act are to provide protection for residential tenants from unlawful rent increases and unlawful evictions, to establish a framework for the regulation of residential rents, to balance the rights and responsibilities of residential landlords and tenants and to provide for the adjudication of disputes and for other processes to informally resolve disputes. 2006, c. 17, s. 1.

### Interpretation

**2. (1)** In this Act,

“Board” means the Landlord and Tenant Board; (“Commission de la location immobilière”)

“care home” means a residential complex that is occupied or intended to be occupied by persons for the purpose of receiving care services, whether or not receiving the services is the primary purpose of the occupancy; (“maison de soins”)

“care services” means, subject to the regulations, health care services, rehabilitative or therapeutic services or services that provide assistance with the activities of daily living; (“services en matière de soins”)

“guideline”, when used with respect to the charging of rent, means the guideline determined under section 120; (“taux légal”)

“land lease community” means the land on which one or more occupied land lease homes are situate and includes the rental units and the land, structures, services and facilities of which the landlord retains possession and that are intended for the common use and enjoyment of the tenants of the landlord; (“zone résidentielle à baux fonciers”)

“land lease home” means a dwelling, other than a mobile home, that is a permanent structure where the owner of the dwelling leases the land used or intended for use as the site for the dwelling; (“maison à bail foncier”)

“landlord” includes,

- (a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit,
- (b) the heirs, assigns, personal representatives and successors in title of a person referred to in clause (a), and
- (c) a person, other than a tenant occupying a rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent; (“locateur”)

“Minister” means the Minister of Municipal Affairs and Housing; (“ministre”)

“Ministry” means the Ministry of Municipal Affairs and Housing; (“ministère”)

“mobile home” means a dwelling that is designed to be made mobile and that is being used as a permanent residence; (“maison mobile”)

“mobile home park” means the land on which one or more occupied mobile homes are located and includes the rental units and the land, structures, services and facilities of which the landlord retains possession and that are intended for the common use and enjoyment of the tenants of the landlord; (“parc de maisons mobiles”)

“municipal taxes and charges” means taxes charged to a landlord by a municipality and charges levied on a landlord by a municipality and includes taxes levied on a landlord’s property under Division B of Part IX of the *Education Act* and taxes levied on a landlord’s property in unorganized territory, but “municipal taxes and charges” does not include,

- (a) charges for inspections done by a municipality on a residential complex related to an alleged breach of a health, safety, housing or maintenance standard,
- (b) charges for emergency repairs carried out by a municipality on a residential complex,
- (c) charges for work in the nature of a capital expenditure carried out by a municipality,
- (d) charges for work, services or non-emergency repairs performed by a municipality in relation to a landlord’s non-compliance with a by-law,
- (e) penalties, interest, late payment fees or fines,
- (f) any amount spent by a municipality under subsection 219 (1) or any administrative fee

applied to that amount under subsection 219 (2), or

(g) any other prescribed charges; (“redevances et impôts municipaux”)

“non-profit housing co-operative” means a non-profit housing co-operative under the *Co-operative Corporations Act*; (“coopérative de logement sans but lucratif”)

“person”, or any expression referring to a person, means an individual, sole proprietorship, partnership, limited partnership, trust or body corporate, or an individual in his or her capacity as a trustee, executor, administrator or other legal representative; (“personne”)

“prescribed” means prescribed by the regulations; (“prescrit”)

“regulations” means the regulations made under this Act; (“règlements”)

“rent” includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to a landlord or the landlord’s agent for the right to occupy a rental unit and for any services and facilities and any privilege, accommodation or thing that the landlord provides for the tenant in respect of the occupancy of the rental unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing, but “rent” does not include,

- (a) an amount paid by a tenant to a landlord to reimburse the landlord for property taxes paid by the landlord with respect to a mobile home or a land lease home owned by a tenant, or
- (b) an amount that a landlord charges a tenant of a rental unit in a care home for care services or meals; (“loyer”)

“rental unit” means any living accommodation used or intended for use as rented residential premises, and “rental unit” includes,

- (a) a site for a mobile home or site on which there is a land lease home used or intended for use as rented residential premises, and
- (b) a room in a boarding house, rooming house or lodging house and a unit in a care home; (“logement locatif”)

“residential complex” means,

- (a) a building or related group of buildings in which one or more rental units are located,
- (b) a mobile home park or land lease community,
- (c) a site that is a rental unit,
- (d) a care home, and,

includes all common areas and services and facilities available for the use of its residents; (“ensemble d’habitation”)

“residential unit” means any living accommodation used or intended for use as residential premises, and “residential unit” includes,

- (a) a site for a mobile home or on which there is a land lease home used or intended for use as a residential premises, and
- (b) a room in a boarding house, rooming house or lodging house and a unit in a care home; (“habitation”)

“Rules” means the rules of practice and procedure made by the Board under section 176 of this Act and section 25.1 of the *Statutory Powers Procedure Act*; (“règles”)

“services and facilities” includes,

- (a) furniture, appliances and furnishings,
- (b) parking and related facilities,
- (c) laundry facilities,
- (d) elevator facilities,
- (e) common recreational facilities,
- (f) garbage facilities and related services,
- (g) cleaning and maintenance services,
- (h) storage facilities,
- (i) intercom systems,
- (j) cable television facilities,
- (k) heating facilities and services,
- (l) air-conditioning facilities,
- (m) utilities and related services, and
- (n) security services and facilities; (“services et installations”)

“spouse” means a person,

- (a) to whom the person is married, or
- (b) with whom the person is living in a conjugal relationship outside marriage, if the two persons,
  - (i) have cohabited for at least one year,
  - (ii) are together the parents of a child, or
  - (iii) have together entered into a cohabitation agreement under section 53 of the *Family Law Act*; (“conjoint”)

“subtenant” means the person to whom a tenant gives the right under section 97 to occupy a rental unit; (“sous-locataire”)

“superintendent’s premises” means a rental unit used by a person employed as a janitor, manager, security guard or superintendent and located in the residential complex with respect to which the person is so employed; (“logement de concierge”)

“tenancy agreement” means a written, oral or implied agreement between a tenant and a landlord for occupancy of a rental unit and includes a licence to occupy a rental unit; (“convention de location”)

“tenant” includes a person who pays rent in return for the right to occupy a rental unit and includes the tenant’s heirs, assigns and personal representatives, but “tenant” does not include



a person who has the right to occupy a rental unit by virtue of being,

- (a) a co-owner of the residential complex in which the rental unit is located, or
- (b) a shareholder of a corporation that owns the residential complex; (“locataire”)

“utilities” means heat, electricity and water; (“services d’utilité publique”)

“vital service” means hot or cold water, fuel, electricity, gas or, during the part of each year prescribed by the regulations, heat. (“service essentiel”) 2006, c. 17, s. 2 (1).

### **Interpretation, sublet**

(2) For the purposes of this Act, a reference to subletting a rental unit refers to the situation in which,

- (a) the tenant vacates the rental unit;
- (b) the tenant gives one or more other persons the right to occupy the rental unit for a term ending on a specified date before the end of the tenant’s term or period; and
- (c) the tenant has the right to resume occupancy of the rental unit after that specified date. 2006, c. 17, s. 2 (2).

### **Interpretation, abandoned**

(3) For the purposes of this Act, a tenant has not abandoned a rental unit if the tenant is not in arrears of rent. 2006, c. 17, s. 2 (3).

### **Rental unit, clarification**

(4) A rented site for a mobile home or a land lease home is a rental unit for the purposes of this Act even if the mobile home or the land lease home on the site is owned by the tenant of the site. 2006, c. 17, s. 2 (4).

### **Application of Act**

3. (1) This Act applies with respect to rental units in residential complexes, despite any other Act and despite any agreement or waiver to the contrary. 2006, c. 17, s. 3 (1).

### **Conflicts, care homes**

(2) In interpreting a provision of this Act with regard to a care home, if a provision in Part IX conflicts with a provision in another Part of this Act, the provision in Part IX applies. 2006, c. 17, s. 3 (2).

### **Conflicts, mobile home parks and land lease communities**

(3) In interpreting a provision of this Act with regard to a mobile home park or a land lease community, if a provision in Part X conflicts with a provision in another Part of this Act, the provision in Part X applies. 2006, c. 17, s. 3 (3).

### **Conflict with other Acts**

(4) If a provision of this Act conflicts with a provision of another Act, other than the *Human Rights Code*, the provision of this Act applies. 2006, c. 17, s. 3 (4).

### **Provisions conflicting with Act void**

4. Subject to section 194, a provision in a tenancy agreement that is inconsistent with this Act or the regulations is void. 2006, c. 17, s. 4.

### **Exemptions from Act**

5. This Act does not apply with respect to,

- (a) living accommodation intended to be provided to the travelling or vacationing public or occupied for a seasonal or temporary period in a hotel, motel or motor hotel, resort, lodge, tourist camp, cottage or cabin establishment, inn, campground, trailer park, tourist home, bed and breakfast vacation establishment or vacation home;
- (b) living accommodation whose occupancy is conditional upon the occupant continuing to be employed on a farm, whether or not the accommodation is located on that farm;
- (c) living accommodation that is a member unit of a non-profit housing co-operative;
- (d) living accommodation occupied by a person for penal or correctional purposes;
- (e) living accommodation that is subject to the *Public Hospitals Act*, the *Private Hospitals Act*, the *Long-Term Care Homes Act, 2007*, the *Ministry of Correctional Services Act* or the *Child and Family Services Act*;
- (f) short-term living accommodation provided as emergency shelter;
- (g) living accommodation provided by an educational institution to its students or staff where,
  - (i) the living accommodation is provided primarily to persons under the age of majority, or all major questions related to the living accommodation are decided after consultation with a council or association representing the residents, and
  - (ii) the living accommodation does not have its own self-contained bathroom and kitchen facilities or is not intended for year-round occupancy by full-time students or staff and members of their households;
- (h) living accommodation located in a building or project used in whole or in part for non-residential purposes if the occupancy of the living accommodation is conditional upon the occupant continuing to be an employee of or perform services related to a business or enterprise carried out in the building or project;
- (i) living accommodation whose occupant or occupants are required to share a bathroom or kitchen facility with the owner, the owner's spouse, child or parent or the spouse's child or parent, and where the owner, spouse, child or parent lives in the building in which the living accommodation is located;
- (j) premises occupied for business or agricultural purposes with living accommodation attached if the occupancy for both purposes is under a single lease and the same person occupies the premises and the living accommodation;
- (k) living accommodation occupied by a person for the purpose of receiving rehabilitative or therapeutic services agreed upon by the person and the provider of the living accommodation, where,
  - (i) the parties have agreed that,
    - (A) the period of occupancy will be of a specified duration, or
    - (B) the occupancy will terminate when the objectives of the services have been met or will not be met, and

- (ii) the living accommodation is intended to be provided for no more than a one-year period;
- (l) living accommodation in a care home occupied by a person for the purpose of receiving short-term respite care;
- (m) living accommodation in a residential complex in which the Crown in right of Ontario has an interest, if,
  - (i) the residential complex was forfeited to the Crown in right of Ontario under the *Civil Remedies Act, 2001*, the *Prohibiting Profiting from Recounting Crimes Act, 2002* or the *Criminal Code (Canada)*, or
  - (ii) possession of the residential complex has been or may be taken in the name of the Crown under the *Escheats Act*; and
- (n) any other prescribed class of accommodation. 2006, c. 17, s. 5; 2007, c. 8, s. 226; 2007, c. 13, s. 48; 2008, c. 14, s. 58 (2, 4); 2009, c. 33, Sched. 18, s. 30.

### Other exemptions

#### Homes for special care, developmental services

[6. \(1\)](#) Paragraphs 6, 7 and 8 of subsection 30 (1) and sections 51, 52, 54, 55, 56, 104, 111 to 115, 117, 119 to 134, 136, 140 and 149 to 167 do not apply with respect to,

- (a) accommodation that is subject to the *Homes for Special Care Act*; or
- (b) accommodation that is a supported group living residence or an intensive support residence under the *Services and Supports to Promote the Social Inclusion of Persons with Developmental Disabilities Act, 2008*. 2006, c. 17, s. 6 (1), 2008, c. 14, s. 58 (5); 2009, c. 33, Sched. 8, s. 15.

#### Rules relating to rent

[2.](#) Sections 104, 111, 112, 120, 121, 122, 126 to 133, 165 and 167 do not apply with respect to a rental unit if,

- (a) it was not occupied for any purpose before June 17, 1998;
- (b) it is a rental unit no part of which has been previously rented since July 29, 1975; or
- (c) no part of the building, mobile home park or land lease community was occupied for residential purposes before November 1, 1991. 2006, c. 17, s. 6 (2).

#### Exemptions related to social, etc., housing

[7. \(1\)](#) Paragraphs 6, 7 and 8 of subsection 30 (1), sections 51, 52, 54, 55, 56 and 95 to 99, subsection 100 (2) and sections 101, 102, 104, 111 to 115, 117, 120, 121, 122, 126 to 133, 140, 143, 149, 150, 151, 159, 165 and 167 do not apply with respect to a rental unit described below:

1. A rental unit located in a residential complex owned, operated or administered by or on behalf of the Ontario Mortgage and Housing Corporation, the Government of Canada or an agency of either of them.
2. A rental unit in a residential complex described in paragraph 1 whose ownership, operation or management is transferred under the *Social Housing Reform Act, 2000* to a service manager or local housing corporation as defined in that Act.

3. A rental unit located in a non-profit housing project or other residential complex, if the non-profit housing project or other residential complex was developed or acquired under a prescribed federal, provincial or municipal program and continues to operate under,
  - i. Part VI of the *Social Housing Reform Act, 2000*,
  - ii. an operating agreement, as defined in the *Social Housing Reform Act, 2000*, or
  - iii. an agreement made between a housing provider, as defined in the *Social Housing Reform Act, 2000*, and one or more of,
    - A. a municipality,
    - B. an agency of a municipality,
    - C. a non-profit corporation controlled by a municipality, if an object of the non-profit corporation is the provision of housing,
    - D. a local housing corporation, as defined in the *Social Housing Reform Act, 2000*, or
    - E. a service manager, as defined in the *Social Housing Reform Act, 2000*.
4. A rental unit that is a non-member unit of a non-profit housing co-operative.
5. A rental unit provided by an educational institution to a student or member of its staff and that is not exempt from this Act under clause 5 (g).
6. A rental unit located in a residential complex owned, operated or administered by a religious institution for a charitable use on a non-profit basis. 2006, c. 17, s. 7 (1); 2006, c. 32, Sched. E, s. 7 (4).

#### **Exemption re 12-month rule**

[\(2\)](#) Section 119 does not apply with respect to,

- (a) a rental unit described in paragraph 1, 2, 3 or 4 of subsection (1) if the tenant occupying the rental unit pays rent in an amount geared-to-income due to public funding; or
- (b) a rental unit described in paragraph 5 or 6 of subsection (1). 2006, c. 17, s. 7 (2).

#### **Exemption re notice of rent increase**

[\(3\)](#) Sections 116 and 118 do not apply with respect to increases in rent for a rental unit due to increases in the tenant's income if the rental unit is as described in paragraph 1, 2, 3 or 4 of subsection (1) and the tenant pays rent in an amount geared-to-income due to public funding. 2006, c. 17, s. 7 (3).

#### **Exception, subs. (1), par. 1**

[\(4\)](#) Despite subsection (1), the provisions of this Act set out in that subsection apply with respect to a rental unit described in paragraph 1 of that subsection if the tenant occupying the rental unit pays rent to a landlord other than the Ontario Mortgage and Housing Corporation, the Government of Canada or an agency of either of them. 2006, c. 17, s. 7 (4); 2006, c. 32, Sched. E, s. 7 (5).

#### **Same, subs. (1), par. 2**

[\(5\)](#) Despite subsection (1), the provisions of this Act set out in that subsection apply with respect to a rental unit described in paragraph 2 of that subsection if the tenant occupying the rental

unit pays rent to a landlord other than a service manager or local housing corporation as defined in the *Social Housing Reform Act, 2000* or an agency of either of them. 2006, c. 17, s. 7 (5).

### **Same, subs. (1), par. 5**

(6) Despite subsection (1), the provisions of this Act set out in that subsection apply with respect to a rent increase for rental units described in paragraph 5 of that subsection if there is a council or association representing the residents of those rental units and there has not been consultation with the council or association respecting the increase. 2006, c. 17, s. 7 (6).

### **Rent geared-to-income**

8. (1) If a tenant pays rent for a rental unit in an amount geared-to-income due to public funding and the rental unit is not a rental unit described in paragraph 1, 2, 3 or 4 of subsection 7 (1), paragraph 6 of subsection 30 (1) and Part VII do not apply to an increase in the amount geared-to-income paid by the tenant. 2006, c. 17, s. 8 (1).

### **Same, assignment, subletting**

(2) Sections 95 to 99, subsection 100 (2), sections 101 and 102, subsection 104 (3) and section 143 do not apply to a tenant described in subsection (1). 2006, c. 17, s. 8 (2).

### **Application to determine issues**

9. (1) A landlord or a tenant may apply to the Board for an order determining,
- (a) whether this Act or any provision of it applies to a particular rental unit or residential complex;
  - (b) any other prescribed matter. 2006, c. 17, s. 9 (1).

### **Order**

(2) On the application, the Board shall make findings on the issue as prescribed and shall make the appropriate order. 2006, c. 17, s. 9 (2).

## **PART II TENANCY AGREEMENTS**

### **Selecting prospective tenants**

10. In selecting prospective tenants, landlords may use, in the manner prescribed in the regulations made under the *Human Rights Code*, income information, credit checks, credit references, rental history, guarantees, or other similar business practices as prescribed in those regulations. 2006, c. 17, s. 10.

### **Information to be provided by landlord**

11. (1) If a tenancy agreement is entered into, the landlord shall provide to the tenant information relating to the rights and responsibilities of landlords and tenants, the role of the Board and how to contact the Board. 2006, c. 17, s. 11 (1).

### **Form**

(2) The information shall be provided to the tenant on or before the date the tenancy begins in a form approved by the Board. 2006, c. 17, s. 11 (2).

### **Tenancy agreement**

#### **Name and address in written agreement**

12. (1) Every written tenancy agreement entered into on or after June 17, 1998 shall set out

the legal name and address of the landlord to be used for the purpose of giving notices or other documents under this Act. 2006, c. 17, s. 12 (1).

### **Copy of tenancy agreement**

**(2)** If a tenancy agreement entered into on or after June 17, 1998 is in writing, the landlord shall give a copy of the agreement, signed by the landlord and the tenant, to the tenant within 21 days after the tenant signs it and gives it to the landlord. 2006, c. 17, s. 12 (2).

### **Notice if agreement not in writing**

**(3)** If a tenancy agreement entered into on or after June 17, 1998 is not in writing, the landlord shall, within 21 days after the tenancy begins, give to the tenant written notice of the legal name and address of the landlord to be used for giving notices and other documents under this Act. 2006, c. 17, s. 12 (3).

### **Failure to comply**

**(4)** Until a landlord has complied with subsections (1) and (2), or with subsection (3), as the case may be,

(a) the tenant's obligation to pay rent is suspended; and

(b) the landlord shall not require the tenant to pay rent. 2006, c. 17, s. 12 (4).

### **After compliance**

**(5)** After the landlord has complied with subsections (1) and (2), or with subsection (3), as the case may be, the landlord may require the tenant to pay any rent withheld by the tenant under subsection (4). 2006, c. 17, s. 12 (5).

### **Commencement of tenancy**

**13. (1)** The term or period of a tenancy begins on the day the tenant is entitled to occupy the rental unit under the tenancy agreement. 2006, c. 17, s. 13 (1).

### **Actual entry not required**

**(2)** A tenancy agreement takes effect when the tenant is entitled to occupy the rental unit, whether or not the tenant actually occupies it. 2006, c. 17, s. 13 (2).

### **“No pet” provisions void**

**14.** A provision in a tenancy agreement prohibiting the presence of animals in or about the residential complex is void. 2006, c. 17, s. 14.

### **Acceleration clause void**

**15.** A provision in a tenancy agreement providing that all or part of the remaining rent for a term or period of a tenancy or a specific sum becomes due upon a default of the tenant in paying rent due or in carrying out an obligation is void. 2006, c. 17, s. 15.

### **Minimize losses**

**16.** When a landlord or a tenant becomes liable to pay any amount as a result of a breach of a tenancy agreement, the person entitled to claim the amount has a duty to take reasonable steps to minimize the person's losses. 2006, c. 17, s. 16.

### **Covenants interdependent**

**17.** Except as otherwise provided in this Act, the common law rules respecting the effect of a serious, substantial or fundamental breach of a material covenant by one party to a contract on the obligation to perform of the other party apply with respect to tenancy agreements. 2006, c. 17,

s. 17.

### **Covenants running with land**

**18.** Covenants concerning things related to a rental unit or the residential complex in which it is located run with the land, whether or not the things are in existence at the time the covenants are made. 2006, c. 17, s. 18.

### **Frustrated contracts**

**19.** The doctrine of frustration of contract and the *Frustrated Contracts Act* apply with respect to tenancy agreements. 2006, c. 17, s. 19.

## **PART III RESPONSIBILITIES OF LANDLORDS**

### **Landlord's responsibility to repair**

**20. (1)** A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards. 2006, c. 17, s. 20 (1).

### **Same**

**(2)** Subsection (1) applies even if the tenant was aware of a state of non-repair or a contravention of a standard before entering into the tenancy agreement. 2006, c. 17, s. 20 (2).

### **Landlord's responsibility re services**

**21. (1)** A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed, withhold the reasonable supply of any vital service, care service or food that it is the landlord's obligation to supply under the tenancy agreement or deliberately interfere with the reasonable supply of any vital service, care service or food. 2006, c. 17, s. 21 (1).

### **Non-payment**

**(2)** For the purposes of subsection (1), a landlord shall be deemed to have withheld the reasonable supply of a vital service, care service or food if the landlord is obligated to pay another person for the vital service, care service or food, the landlord fails to pay the required amount and, as a result of the non-payment, the other person withholds the reasonable supply of the vital service, care service or food. 2006, c. 17, s. 21 (2).

### **Landlord not to interfere with reasonable enjoyment**

**22.** A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household. 2006, c. 17, s. 22.

### **Landlord not to harass, etc.**

**23.** A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant. 2006, c. 17, s. 23.

### **Changing locks**

**24.** A landlord shall not alter the locking system on a door giving entry to a rental unit or residential complex or cause the locking system to be altered during the tenant's occupancy of the rental unit without giving the tenant replacement keys. 2006, c. 17, s. 24.

**Privacy**

**25.** A landlord may enter a rental unit only in accordance with section 26 or 27. 2006, c. 17, s. 25.

**Entry without notice****Entry without notice, emergency, consent**

**26. (1)** A landlord may enter a rental unit at any time without written notice,

- (a) in cases of emergency; or
- (b) if the tenant consents to the entry at the time of entry. 2006, c. 17, s. 26 (1).

**Same, housekeeping**

**(2)** A landlord may enter a rental unit without written notice to clean it if the tenancy agreement requires the landlord to clean the rental unit at regular intervals and,

- (a) the landlord enters the unit at the times specified in the tenancy agreement; or
- (b) if no times are specified, the landlord enters the unit between the hours of 8 a.m. and 8 p.m. 2006, c. 17, s. 26 (2).

**Entry to show rental unit to prospective tenants**

**(3)** A landlord may enter the rental unit without written notice to show the unit to prospective tenants if,

- (a) the landlord and tenant have agreed that the tenancy will be terminated or one of them has given notice of termination to the other;
- (b) the landlord enters the unit between the hours of 8 a.m. and 8 p.m.; and
- (c) before entering, the landlord informs or makes a reasonable effort to inform the tenant of the intention to do so. 2006, c. 17, s. 26 (3).

**Entry with notice**

**27. (1)** A landlord may enter a rental unit in accordance with written notice given to the tenant at least 24 hours before the time of entry under the following circumstances:

1. To carry out a repair or replacement or do work in the rental unit.
2. To allow a potential mortgagee or insurer of the residential complex to view the rental unit.
3. To allow a person who holds a certificate of authorization within the meaning of the *Professional Engineers Act* or a certificate of practice within the meaning of the *Architects Act* or another qualified person to make a physical inspection of the rental unit to satisfy a requirement imposed under subsection 9 (4) of the *Condominium Act, 1998*.
4. To carry out an inspection of the rental unit, if,
  - i. the inspection is for the purpose of determining whether or not the rental unit is in a good state of repair and fit for habitation and complies with health, safety, housing and maintenance standards, consistent with the landlord's obligations under subsection 20 (1) or section 161, and
  - ii. it is reasonable to carry out the inspection.



5. For any other reasonable reason for entry specified in the tenancy agreement. 2006, c. 17, s. 27 (1).

### **Same**

(2) A landlord or, with the written authorization of a landlord, a broker or salesperson registered under the *Real Estate and Business Brokers Act, 2002*, may enter a rental unit in accordance with written notice given to the tenant at least 24 hours before the time of entry to allow a potential purchaser to view the rental unit. 2006, c. 17, s. 27 (2).

### **Contents of notice**

(3) The written notice under subsection (1) or (2) shall specify the reason for entry, the day of entry and a time of entry between the hours of 8 a.m. and 8 p.m. 2006, c. 17, s. 27 (3).

### **Entry by canvassers**

28. No landlord shall restrict reasonable access to a residential complex by candidates for election to any office at the federal, provincial or municipal level, or their authorized representatives, if they are seeking access for the purpose of canvassing or distributing election material. 2006, c. 17, s. 28.

### **Tenant applications**

29. (1) A tenant or former tenant of a rental unit may apply to the Board for any of the following orders:

1. An order determining that the landlord has breached an obligation under subsection 20 (1) or section 161.
2. An order determining that the landlord, superintendent or agent of the landlord has withheld the reasonable supply of any vital service, care service or food that it is the landlord's obligation to supply under the tenancy agreement or deliberately interfered with the reasonable supply of any vital service, care service or food.
3. An order determining that the landlord, superintendent or agent of the landlord has substantially interfered with the reasonable enjoyment of the rental unit or residential complex for all usual purposes by the tenant or a member of his or her household.
4. An order determining that the landlord, superintendent or agent of the landlord has harassed, obstructed, coerced, threatened or interfered with the tenant during the tenant's occupancy of the rental unit.
5. An order determining that the landlord, superintendent or agent of the landlord has altered the locking system on a door giving entry to the rental unit or the residential complex or caused the locking system to be altered during the tenant's occupancy of the rental unit without giving the tenant replacement keys.
6. An order determining that the landlord, superintendent or agent of the landlord has illegally entered the rental unit. 2006, c. 17, s. 29 (1).

### **Time limitation**

(2) No application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred. 2006, c. 17, s. 29 (2).

### **Order, repair, comply with standards**

30. (1) If the Board determines in an application under paragraph 1 of subsection 29 (1) that

a landlord has breached an obligation under subsection 20 (1) or section 161, the Board may do one or more of the following:

1. Terminate the tenancy.
2. Order an abatement of rent.
3. Authorize a repair or replacement that has been or is to be made, or work that has been or is to be done, and order its cost to be paid by the landlord to the tenant.
4. Order the landlord to do specified repairs or replacements or other work within a specified time.
5. Order the landlord to pay a specified sum to the tenant for,
  - i. the reasonable costs that the tenant has incurred or will incur in repairing or, where repairing is not reasonable, replacing property of the tenant that was damaged, destroyed or disposed of as a result of the landlord's breach, and
  - ii. other reasonable out-of-pocket expenses that the tenant has incurred or will incur as a result of the landlord's breach.
6. Prohibit the landlord from charging a new tenant under a new tenancy agreement an amount of rent in excess of the last lawful rent charged to the former tenant of the rental unit, until the landlord has,
  - i. completed the items in work orders for which the compliance period has expired and which were found by the Board to be related to a serious breach of a health, safety, housing or maintenance standard, and
  - ii. completed the specified repairs or replacements or other work ordered under paragraph 4 found by the Board to be related to a serious breach of the landlord's obligations under subsection 20 (1) or section 161.
7. Prohibit the landlord from giving a notice of a rent increase for the rental unit until the landlord has,
  - i. completed the items in work orders for which the compliance period has expired and which were found by the Board to be related to a serious breach of a health, safety, housing or maintenance standard, and
  - ii. completed the specified repairs or replacements or other work ordered under paragraph 4 found by the Board to be related to a serious breach of the landlord's obligations under subsection 20 (1) or section 161.
8. Prohibit the landlord from taking any rent increase for which notice has been given if the increase has not been taken before the date an order under this section is issued until the landlord has,
  - i. completed the items in work orders for which the compliance period has expired and which were found by the Board to be related to a serious breach of a health, safety, housing or maintenance standard, and
  - ii. completed the specified repairs or replacements or other work ordered under paragraph 4 found by the Board to be related to a serious breach of the landlord's

obligations under subsection 20 (1) or section 161.

9. Make any other order that it considers appropriate. 2006, c. 17, s. 30 (1).

### **Advance notice of breaches**

(2) In determining the remedy under this section, the Board shall consider whether the tenant or former tenant advised the landlord of the alleged breaches before applying to the Board. 2006, c. 17, s. 30 (2).

### **Other orders re s. 29**

31. (1) If the Board determines that a landlord, a superintendent or an agent of a landlord has done one or more of the activities set out in paragraphs 2 to 6 of subsection 29 (1), the Board may,

- (a) order that the landlord, superintendent or agent may not engage in any further activities listed in those paragraphs against any of the tenants in the residential complex;
- (b) order that the landlord, superintendent or agent pay a specified sum to the tenant for,
  - (i) the reasonable costs that the tenant has incurred or will incur in repairing or, where repairing is not reasonable, replacing property of the tenant that was damaged, destroyed or disposed of as a result of the landlord, superintendent or agent having engaged in one or more of the activities listed in those paragraphs, and
  - (ii) other reasonable out-of-pocket expenses that the tenant has incurred or will incur as a result of the landlord, superintendent or agent having engaged in one or more of the activities listed in those paragraphs;
- (c) order an abatement of rent;
- (d) order that the landlord pay to the Board an administrative fine not exceeding the greater of \$10,000 and the monetary jurisdiction of the Small Claims Court;
- (e) order that the tenancy be terminated;
- (f) make any other order that it considers appropriate. 2006, c. 17, s. 31 (1).

### **Same**

(2) If in an application under any of paragraphs 2 to 6 of subsection 29 (1) it is determined that the tenant was induced by the conduct of the landlord, the superintendent or an agent of the landlord to vacate the rental unit, the Board may, in addition to the remedies set out in subsection (1), order that the landlord pay a specified sum to the tenant for,

- (a) all or any portion of any increased rent which the tenant has incurred or will incur for a one-year period after the tenant has left the rental unit; and
- (b) reasonable out-of-pocket moving, storage and other like expenses which the tenant has incurred or will incur. 2006, c. 17, s. 31 (2).

### **Order, s. 29 (1), par. 5**

(3) If the Board determines, in an application under paragraph 5 of subsection 29 (1), that the landlord, superintendent or agent of the landlord has altered the locking system on a door giving entry to the rental unit or the residential complex, or caused the locking system to be altered, during the tenant's occupancy of the rental unit without giving the tenant replacement keys, and if the Board is satisfied that the rental unit is vacant, the Board may, in addition to the remedies set out in subsections (1) and (2), order that the landlord allow the tenant to recover possession of the

rental unit and that the landlord refrain from renting the unit to anyone else. 2006, c. 17, s. 31 (3).

#### **Effect of order allowing tenant possession**

(4) An order under subsection (3) shall have the same effect, and shall be enforced in the same manner, as a writ of possession. 2006, c. 17, s. 31 (4).

#### **Expiry of order allowing tenant possession**

(5) An order under subsection (3) expires,

- (a) at the end of the 15th day after the day it is issued if it is not filed within those 15 days with the sheriff who has territorial jurisdiction where the rental unit is located; or
- (b) at the end of the 45th day after the day it is issued if it is filed in the manner described in clause (a). 2006, c. 17, s. 31 (5).

#### **Eviction with termination order**

32. If the Board makes an order terminating a tenancy under paragraph 1 of subsection 30 (1) or clause 31 (1) (e), the Board may order that the tenant be evicted, effective not earlier than the termination date specified in the order. 2006, c. 17, s. 32.

## **PART IV RESPONSIBILITIES OF TENANTS**

#### **Tenant's responsibility for cleanliness**

33. The tenant is responsible for ordinary cleanliness of the rental unit, except to the extent that the tenancy agreement requires the landlord to clean it. 2006, c. 17, s. 33.

#### **Tenant's responsibility for repair of damage**

34. The tenant is responsible for the repair of undue damage to the rental unit or residential complex caused by the wilful or negligent conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant. 2006, c. 17, s. 34.

#### **Changing locks**

35. (1) A tenant shall not alter the locking system on a door giving entry to a rental unit or residential complex or cause the locking system to be altered during the tenant's occupancy of the rental unit without the consent of the landlord. 2006, c. 17, s. 35 (1).

#### **Landlord application**

(2) If a tenant alters a locking system, contrary to subsection (1), the landlord may apply to the Board for an order determining that the tenant has altered the locking system on a door giving entry to the rental unit or the residential complex or caused the locking system to be altered during the tenant's occupancy of the rental unit without the consent of the landlord. 2006, c. 17, s. 35 (2).

#### **Order**

(3) If the Board in an application under subsection (2) determines that a tenant has altered the locking system or caused it to be altered, the Board may order that the tenant provide the landlord with keys or pay the landlord the reasonable out-of-pocket expenses necessary to change the locking system. 2006, c. 17, s. 35 (3).

#### **Tenant not to harass, etc.**

36. A tenant shall not harass, obstruct, coerce, threaten or interfere with a landlord. 2006, c. 17, s. 36.

**PART V**  
**SECURITY OF TENURE AND TERMINATION OF TENANCIES**

SECURITY OF TENURE

**Termination only in accordance with Act**

**37. (1)** A tenancy may be terminated only in accordance with this Act. 2006, c. 17, s. 37 (1).

**Termination by notice**

**(2)** If a notice of termination is given in accordance with this Act and the tenant vacates the rental unit in accordance with the notice, the tenancy is terminated on the termination date set out in the notice. 2006, c. 17, s. 37 (2).

**Termination by agreement**

**(3)** A notice of termination need not be given if a landlord and a tenant have agreed to terminate a tenancy. 2006, c. 17, s. 37 (3).

**When notice void**

**(4)** A tenant's notice to terminate a tenancy is void if it is given,

- (a) at the time the tenancy agreement is entered into; or
- (b) as a condition of entering into the tenancy agreement. 2006, c. 17, s. 37 (4).

**When agreement void**

**(5)** An agreement between a landlord and tenant to terminate a tenancy is void if it is entered into,

- (a) at the time the tenancy agreement is entered into; or
- (b) as a condition of entering into the tenancy agreement. 2006, c. 17, s. 37 (5).

**Application of subs. (4) and (5)**

**(6)** Subsections (4) and (5) do not apply to rental units occupied by students of one or more post-secondary educational institutions in a residential complex owned, operated or administered by or on behalf of the post-secondary educational institutions. 2006, c. 17, s. 37 (6).

**Same**

**(7)** Subsections (4) and (5) do not apply to rental units in a residential complex with respect to which the landlord has entered into an agreement with one or more post-secondary educational institutions providing,

- (a) that the landlord, as of the date the agreement is entered into and for the duration of the agreement, rents the rental units which are the subject of the agreement only to students of the institution or institutions;
- (b) that the landlord will comply with the maintenance standards set out in the agreement with respect to the rental units which are the subject of the agreement; and
- (c) that the landlord will not charge a new tenant of a rental unit which is a subject of the agreement a rent which is greater than the lawful rent being charged to the former tenant plus the guideline. 2006, c. 17, s. 37 (7).

**Same**

**(8)** The maintenance standards set out in the agreement and referred to in clause (7) (b) shall

not provide for a lower maintenance standard than that required by law. 2006, c. 17, s. 37 (8).

### **Same**

(9) If the landlord breaches any of clauses (7) (a), (b) and (c), the agreement referred to in subsection (7) is terminated and the exemption provided by subsection (7) no longer applies. 2006, c. 17, s. 37 (9).

### **Same**

- (10) The landlord shall be deemed to have not breached the condition in clause (7) (a) if,
- (a) upon a tenant ceasing to be a student of a post-secondary educational institution that is a party to the agreement with the landlord, the landlord takes action to terminate the tenancy in accordance with an agreement with the tenant to terminate the tenancy or a notice of termination given by the tenant; or
  - (b) a tenant sublets the rental unit to a person who is not a student of a post-secondary educational institution that is a party to the agreement with the landlord. 2006, c. 17, s. 37 (10).

### **Same**

(11) Either party to an agreement referred to in subsection (7) may terminate the agreement on at least 90 days written notice to the other party and, upon the termination of the agreement, the exemption provided by subsection (7) no longer applies. 2006, c. 17, s. 37 (11).

### **Deemed renewal where no notice**

**38.** (1) If a tenancy agreement for a fixed term ends and has not been renewed or terminated, the landlord and tenant shall be deemed to have renewed it as a monthly tenancy agreement containing the same terms and conditions that are in the expired tenancy agreement and subject to any increases in rent charged in accordance with this Act. 2006, c. 17, s. 38 (1).

### **Same**

(2) If the period of a daily, weekly or monthly tenancy ends and the tenancy has not been renewed or terminated, the landlord and tenant shall be deemed to have renewed it for another day, week or month, as the case may be, with the same terms and conditions that are in the expired tenancy agreement and subject to any increases in rent charged in accordance with this Act. 2006, c. 17, s. 38 (2).

### **Same**

(3) If the period of a periodic tenancy ends, the tenancy has not been renewed or terminated and subsection (2) does not apply, the landlord and tenant shall be deemed to have renewed it as a monthly tenancy, with the same terms and conditions that are in the expired tenancy agreement and subject to any increases in rent charged in accordance with this Act. 2006, c. 17, s. 38 (3).

### **Restriction on recovery of possession**

- 39.** A landlord shall not recover possession of a rental unit subject to a tenancy unless,
- (a) the tenant has vacated or abandoned the unit; or
  - (b) an order of the Board evicting the tenant has authorized the possession. 2006, c. 17, s. 39.

### **Distress abolished**

**40.** No landlord shall, without legal process, seize a tenant's property for default in the

payment of rent or for the breach of any other obligation of the tenant. 2006, c. 17, s. 40.

### **Disposal of abandoned property if unit vacated**

**41. (1)** A landlord may sell, retain for the landlord's own use or otherwise dispose of property in a rental unit or the residential complex if the rental unit has been vacated in accordance with,

- (a) a notice of termination of the landlord or the tenant;
- (b) an agreement between the landlord and the tenant to terminate the tenancy;
- (c) subsection 93 (2); or
- (d) an order of the Board terminating the tenancy or evicting the tenant. 2006, c. 17, s. 41 (1).

### **Where eviction order enforced**

**(2)** Despite subsection (1), where an order is made to evict a tenant, the landlord shall not sell, retain or otherwise dispose of the tenant's property before 72 hours have elapsed after the enforcement of the eviction order. 2006, c. 17, s. 41 (2).

### **Same**

**(3)** A landlord shall make an evicted tenant's property available to be retrieved at a location close to the rental unit during the prescribed hours within the 72 hours after the enforcement of an eviction order. 2006, c. 17, s. 41 (3).

### **Liability of landlord**

**(4)** A landlord is not liable to any person for selling, retaining or otherwise disposing of a tenant's property in accordance with this section. 2006, c. 17, s. 41 (4).

### **Agreement**

**(5)** A landlord and a tenant may agree to terms other than those set out in this section with regard to the disposal of the tenant's property. 2006, c. 17, s. 41 (5).

### **Enforcement of landlord obligations**

**(6)** If, on application by a former tenant, the Board determines that a landlord has breached an obligation under subsection (2) or (3), the Board may do one or more of the following:

1. Order that the landlord not breach the obligation again.
2. Order that the landlord return to the former tenant property of the former tenant that is in the possession or control of the landlord.
3. Order that the landlord pay a specified sum to the former tenant for,
  - i. the reasonable costs that the former tenant has incurred or will incur in repairing or, where repairing is not reasonable, replacing property of the former tenant that was damaged, destroyed or disposed of as a result of the landlord's breach, and
  - ii. other reasonable out-of-pocket expenses that the former tenant has incurred or will incur as a result of the landlord's breach.
4. Order that the landlord pay to the Board an administrative fine not exceeding the greater of \$10,000 and the monetary jurisdiction of the Small Claims Court.
5. Make any other order that it considers appropriate. 2006, c. 17, s. 41 (6).

**Disposal of property, unit abandoned**

**42. (1)** A landlord may dispose of property in a rental unit that a tenant has abandoned and property of persons occupying the rental unit that is in the residential complex in which the rental unit is located in accordance with subsections (2) and (3) if,

- (a) the landlord obtains an order terminating the tenancy under section 79; or
- (b) the landlord gives notice to the tenant of the rental unit and to the Board of the landlord's intention to dispose of the property. 2006, c. 17, s. 42 (1).

**Same**

**(2)** If the tenant has abandoned the rental unit, the landlord may dispose of any unsafe or unhygienic items immediately. 2006, c. 17, s. 42 (2).

**Same**

**(3)** The landlord may sell, retain for the landlord's own use or otherwise dispose of any other items if 30 days have passed after obtaining the order referred to in clause (1) (a) or giving the notice referred to in clause (1) (b) to the tenant and the Board. 2006, c. 17, s. 42 (3).

**Tenant's claim to property**

**(4)** If, before the 30 days have passed, the tenant notifies the landlord that he or she intends to remove property referred to in subsection (3), the tenant may remove the property within that 30-day period. 2006, c. 17, s. 42 (4).

**Same**

**(5)** If the tenant notifies the landlord in accordance with subsection (4) that he or she intends to remove the property, the landlord shall make the property available to the tenant at a reasonable time and at a location close to the rental unit. 2006, c. 17, s. 42 (5).

**Same**

**(6)** The landlord may require the tenant to pay the landlord for arrears of rent and any reasonable out-of-pocket expenses incurred by the landlord in moving, storing or securing the tenant's property before allowing the tenant to remove the property. 2006, c. 17, s. 42 (6).

**Same**

**(7)** If, within six months after the date the notice referred to in clause (1) (b) is given to the tenant and the Board or the order terminating the tenancy is issued, the tenant claims any of his or her property that the landlord has sold, the landlord shall pay to the tenant the amount by which the proceeds of sale exceed the sum of,

- (a) the landlord's reasonable out-of-pocket expenses for moving, storing, securing or selling the property; and
- (b) any arrears of rent. 2006, c. 17, s. 42 (7).

**No liability**

**(8)** Subject to subsections (5) and (7), a landlord is not liable to any person for selling, retaining or otherwise disposing of the property of a tenant in accordance with this section. 2006, c. 17, s. 42 (8).

**NOTICE OF TERMINATION – GENERAL****Notice of termination**



**43. (1)** Where this Act permits a landlord or tenant to give a notice of termination, the notice shall be in a form approved by the Board and shall,

- (a) identify the rental unit for which the notice is given;
- (b) state the date on which the tenancy is to terminate; and
- (c) be signed by the person giving the notice, or the person's agent. 2006, c. 17, s. 43 (1).

### **Same**

**(2)** If the notice is given by a landlord, it shall also set out the reasons and details respecting the termination and inform the tenant that,

- (a) if the tenant vacates the rental unit in accordance with the notice, the tenancy terminates on the date set out in clause (1) (b);
- (b) if the tenant does not vacate the rental unit, the landlord may apply to the Board for an order terminating the tenancy and evicting the tenant; and
- (c) if the landlord applies for an order, the tenant is entitled to dispute the application. 2006, c. 17, s. 43 (2).

### **Period of notice**

#### **Period of notice, daily or weekly tenancy**

**44. (1)** A notice under section 47, 58 or 144 to terminate a daily or weekly tenancy shall be given at least 28 days before the date the termination is specified to be effective and that date shall be on the last day of a rental period. 2006, c. 17, s. 44 (1).

#### **Period of notice, monthly tenancy**

**(2)** A notice under section 47, 58 or 144 to terminate a monthly tenancy shall be given at least 60 days before the date the termination is specified to be effective and that date shall be on the last day of a rental period. 2006, c. 17, s. 44 (2).

#### **Period of notice, yearly tenancy**

**(3)** A notice under section 47, 58 or 144 to terminate a yearly tenancy shall be given at least 60 days before the date the termination is specified to be effective and that date shall be on the last day of a yearly period on which the tenancy is based. 2006, c. 17, s. 44 (3).

#### **Period of notice, tenancy for fixed term**

**(4)** A notice under section 47, 58 or 144 to terminate a tenancy for a fixed term shall be given at least 60 days before the expiration date specified in the tenancy agreement, to be effective on that expiration date. 2006, c. 17, s. 44 (4).

#### **Period of notice, February notices**

**(5)** A tenant who gives notice under subsection (2), (3) or (4) which specifies that the termination is to be effective on the last day of February or the last day of March in any year shall be deemed to have given at least 60 days notice of termination if the notice is given not later than January 1 of that year in respect of a termination which is to be effective on the last day of February, or February 1 of that year in respect of a termination which is to be effective on the last day of March. 2006, c. 17, s. 44 (5).

### **Effect of payment**

**45.** Unless a landlord and tenant agree otherwise, the landlord does not waive a notice of

termination, reinstate a tenancy or create a new tenancy,

- (a) by giving the tenant a notice of rent increase; or
- (b) by accepting arrears of rent or compensation for the use or occupation of a rental unit after,
  - (i) the landlord or the tenant gives a notice of termination of the tenancy,
  - (ii) the landlord and the tenant enter into an agreement to terminate the tenancy, or
  - (iii) the Board makes an eviction order or an order terminating the tenancy. 2006, c. 17, s. 45.

### **Where notice void**

**46. (1)** A notice of termination becomes void 30 days after the termination date specified in the notice unless,

- (a) the tenant vacates the rental unit before that time; or
- (b) the landlord applies for an order terminating the tenancy and evicting the tenant before that time. 2006, c. 17, s. 46 (1).

### **Exception**

**(2)** Subsection (1) does not apply with respect to a notice based on a tenant's failure to pay rent. 2006, c. 17, s. 46 (2).

### NOTICE BY TENANT

#### **Tenant's notice to terminate, end of period or term**

**47.** A tenant may terminate a tenancy at the end of a period of the tenancy or at the end of the term of a tenancy for a fixed term by giving notice of termination to the landlord in accordance with section 44. 2006, c. 17, s. 47.

### NOTICE BY LANDLORD AT END OF PERIOD OR TERM

#### **Notice, landlord personally, etc., requires unit**

**48. (1)** A landlord may, by notice, terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation by,

- (a) the landlord;
- (b) the landlord's spouse;
- (c) a child or parent of the landlord or the landlord's spouse; or
- (d) a person who provides or will provide care services to the landlord, the landlord's spouse, or a child or parent of the landlord or the landlord's spouse, if the person receiving the care services resides or will reside in the building, related group of buildings, mobile home park or land lease community in which the rental unit is located. 2006, c. 17, s. 48 (1).

### **Same**

**(2)** The date for termination specified in the notice shall be at least 60 days after the notice is given and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term. 2006, c. 17, s. 48 (2).

**Earlier termination by tenant**

(3) A tenant who receives notice of termination under subsection (1) may, at any time before the date specified in the notice, terminate the tenancy, effective on a specified date earlier than the date set out in the landlord's notice. 2006, c. 17, s. 48 (3).

**Same**

(4) The date for termination specified in the tenant's notice shall be at least 10 days after the date the tenant's notice is given. 2006, c. 17, s. 48 (4).

**Notice, purchaser personally requires unit**

49. (1) A landlord of a residential complex that contains no more than three residential units who has entered into an agreement of purchase and sale of the residential complex may, on behalf of the purchaser, give the tenant of a unit in the residential complex a notice terminating the tenancy, if the purchaser in good faith requires possession of the residential complex or the unit for the purpose of residential occupation by,

- (a) the purchaser;
- (b) the purchaser's spouse;
- (c) a child or parent of the purchaser or the purchaser's spouse; or
- (d) a person who provides or will provide care services to the purchaser, the purchaser's spouse, or a child or parent of the purchaser or the purchaser's spouse, if the person receiving the care services resides or will reside in the building, related group of buildings, mobile home park or land lease community in which the rental unit is located. 2006, c. 17, s. 49 (1).

**Same, condominium**

(2) If a landlord who is an owner as defined in clause (a) or (b) of the definition of "owner" in subsection 1 (1) of the *Condominium Act, 1998* owns a unit, as defined in subsection 1 (1) of that Act, that is a rental unit and has entered into an agreement of purchase and sale of the unit, the landlord may, on behalf of the purchaser, give the tenant of the unit a notice terminating the tenancy, if the purchaser in good faith requires possession of the unit for the purpose of residential occupation by,

- (a) the purchaser;
- (b) the purchaser's spouse;
- (c) a child or parent of the purchaser or the purchaser's spouse; or
- (d) a person who provides or will provide care services to the purchaser, the purchaser's spouse, or a child or parent of the purchaser or the purchaser's spouse, if the person receiving the care services resides or will reside in the building, related group of buildings, mobile home park or land lease community in which the rental unit is located. 2006, c. 17, s. 49 (2).

**Period of notice**

(3) The date for termination specified in a notice given under subsection (1) or (2) shall be at least 60 days after the notice is given and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term. 2006, c. 17, s. 49 (3).

**Earlier termination by tenant**

(4) A tenant who receives notice of termination under subsection (1) or (2) may, at any time before the date specified in the notice, terminate the tenancy, effective on a specified date earlier than the date set out in the landlord's notice. 2006, c. 17, s. 49 (4).

**Same**

(5) The date for termination specified in the tenant's notice shall be at least 10 days after the date the tenant's notice is given. 2006, c. 17, s. 49 (5).

**Notice, demolition, conversion or repairs**

**50. (1)** A landlord may give notice of termination of a tenancy if the landlord requires possession of the rental unit in order to,

- (a) demolish it;
- (b) convert it to use for a purpose other than residential premises; or
- (c) do repairs or renovations to it that are so extensive that they require a building permit and vacant possession of the rental unit. 2006, c. 17, s. 50 (1).

**Same**

(2) The date for termination specified in the notice shall be at least 120 days after the notice is given and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term. 2006, c. 17, s. 50 (2).

**Same**

(3) A notice under clause (1) (c) shall inform the tenant that if he or she wishes to exercise the right of first refusal under section 53 to occupy the premises after the repairs or renovations, he or she must give the landlord notice of that fact in accordance with subsection 53 (2) before vacating the rental unit. 2006, c. 17, s. 50 (3).

**Earlier termination by tenant**

(4) A tenant who receives notice of termination under subsection (1) may, at any time before the date specified in the notice, terminate the tenancy, effective on a specified date earlier than the date set out in the landlord's notice. 2006, c. 17, s. 50 (4).

**Same**

(5) The date for termination specified in the tenant's notice shall be at least 10 days after the date the tenant's notice is given. 2006, c. 17, s. 50 (5).

**Conversion to condominium, security of tenure**

**51. (1)** If a part or all of a residential complex becomes subject to a registered declaration and description under the *Condominium Act, 1998* or a predecessor of that Act on or after June 17, 1998, a landlord may not give a notice under section 48 or 49 to a person who was a tenant of a rental unit when it became subject to the registered declaration and description. 2006, c. 17, s. 51 (1).

**Proposed units, security of tenure**

(2) If a landlord has entered into an agreement of purchase and sale of a rental unit that is a proposed unit under the *Condominium Act, 1998* or a predecessor of that Act, a landlord may not give a notice under section 48 or 49 to the tenant of the rental unit who was the tenant on the date the agreement of purchase and sale was entered into. 2006, c. 17, s. 51 (2).

**Non-application**

[\(3\)](#) Subsections (1) and (2) do not apply with respect to a residential complex if no rental unit in the complex was rented before July 10, 1986 and all or part of the complex becomes subject to a registered declaration and description under the *Condominium Act, 1998* or a predecessor of that Act before the day that is two years after the day on which the first rental unit in the complex was first rented. 2006, c. 17, s. 51 (3).

**Assignee of tenant not included**

[\(4\)](#) Despite subsection 95 (8), a reference to a tenant in subsection (1), (2) or (5) does not include a person to whom the tenant subsequently assigns the rental unit. 2006, c. 17, s. 51 (4).

**Conversion to condominium, right of first refusal**

[\(5\)](#) If a landlord receives an acceptable offer to purchase a condominium unit converted from rented residential premises and still occupied by a tenant who was a tenant on the date of the registration referred to in subsection (1) or an acceptable offer to purchase a rental unit intended to be converted to a condominium unit, the tenant has a right of first refusal to purchase the unit at the price and subject to the terms and conditions in the offer. 2006, c. 17, s. 51 (5).

**Same**

[\(6\)](#) The landlord shall give the tenant at least 72 hours notice of the offer to purchase the unit before accepting the offer. 2006, c. 17, s. 51 (6).

**Exception**

[\(7\)](#) Subsection (5) does not apply when,

- (a) the offer to purchase is an offer to purchase more than one unit; or
- (b) the unit has been previously purchased since that registration, but not together with any other units. 2006, c. 17, s. 51 (7).

**Compensation, demolition or conversion**

[52.](#) A landlord shall compensate a tenant in an amount equal to three months rent or offer the tenant another rental unit acceptable to the tenant if,

- (a) the tenant receives notice of termination of the tenancy for the purposes of demolition or conversion to non-residential use;
- (b) the residential complex in which the rental unit is located contains at least five residential units; and
- (c) in the case of a demolition, it was not ordered to be carried out under the authority of any other Act. 2006, c. 17, s. 52.

**Tenant's right of first refusal, repair or renovation**

[53. \(1\)](#) A tenant who receives notice of termination of a tenancy for the purpose of repairs or renovations may, in accordance with this section, have a right of first refusal to occupy the rental unit as a tenant when the repairs or renovations are completed. 2006, c. 17, s. 53 (1).

**Written notice**

[\(2\)](#) A tenant who wishes to have a right of first refusal shall give the landlord notice in writing before vacating the rental unit. 2006, c. 17, s. 53 (2).

**Rent to be charged**

(3) A tenant who exercises a right of first refusal may reoccupy the rental unit at a rent that is no more than what the landlord could have lawfully charged if there had been no interruption in the tenant's tenancy. 2006, c. 17, s. 53 (3).

### **Change of address**

(4) It is a condition of the tenant's right of first refusal that the tenant inform the landlord in writing of any change of address. 2006, c. 17, s. 53 (4).

### **Tenant's right to compensation, repair or renovation**

**54. (1)** A landlord shall compensate a tenant who receives notice of termination of a tenancy under section 50 for the purpose of repairs or renovations in an amount equal to three months rent or shall offer the tenant another rental unit acceptable to the tenant if,

- (a) the tenant does not give the landlord notice under subsection 53 (2) with respect to the rental unit;
- (b) the residential complex in which the rental unit is located contains at least five residential units; and
- (c) the repair or renovation was not ordered to be carried out under the authority of this or any other Act. 2006, c. 17, s. 54 (1).

### **Same**

(2) A landlord shall compensate a tenant who receives notice of termination of a tenancy under section 50 for the purpose of repairs or renovations in an amount equal to the rent for the lesser of three months and the period the unit is under repair or renovation if,

- (a) the tenant gives the landlord notice under subsection 53 (2) with respect to the rental unit;
- (b) the residential complex in which the rental unit is located contains at least five residential units; and
- (c) the repair or renovation was not ordered to be carried out under the authority of this or any other Act. 2006, c. 17, s. 54 (2).

### **Tenant's right to compensation, severance**

**55.** A landlord of a residential complex that is created as a result of a severance shall compensate a tenant of a rental unit in that complex in an amount equal to three months rent or offer the tenant another rental unit acceptable to the tenant if,

- (a) before the severance, the residential complex from which the new residential complex was created had at least five residential units;
- (b) the new residential complex has fewer than five residential units; and
- (c) the landlord gives the tenant a notice of termination under section 50 less than two years after the date of the severance. 2006, c. 17, s. 55.

### **Security of tenure, severance, subdivision**

**56.** Where a rental unit becomes separately conveyable property due to a consent under section 53 of the *Planning Act* or a plan of subdivision under section 51 of that Act, a landlord may not give a notice under section 48 or 49 to a person who was a tenant of the rental unit at the time of the consent or approval. 2006, c. 17, s. 56.

**Former tenant's application where notice given in bad faith**

**57. (1)** The Board may make an order described in subsection (3) if, on application by a former tenant of a rental unit, the Board determines that,

- (a) the landlord gave a notice of termination under section 48 in bad faith, the former tenant vacated the rental unit as a result of the notice or as a result of an application to or order made by the Board based on the notice, and no person referred to in clause 48 (1) (a), (b), (c) or (d) occupied the rental unit within a reasonable time after the former tenant vacated the rental unit;
- (b) the landlord gave a notice of termination under section 49 in bad faith, the former tenant vacated the rental unit as a result of the notice or as a result of an application to or order made by the Board based on the notice, and no person referred to in clause 49 (1) (a), (b), (c) or (d) or 49 (2) (a), (b), (c) or (d) occupied the rental unit within a reasonable time after the former tenant vacated the rental unit; or
- (c) the landlord gave a notice of termination under section 50 in bad faith, the former tenant vacated the rental unit as a result of the notice or as a result of an application to or order made by the Board based on the notice, and the landlord did not demolish, convert or repair or renovate the rental unit within a reasonable time after the former tenant vacated the rental unit. 2006, c. 17, s. 57 (1).

**Time limitation**

**(2)** No application may be made under subsection (1) more than one year after the former tenant vacated the rental unit. 2006, c. 17, s. 57 (2).

**Orders**

**(3)** The orders referred to in subsection (1) are the following:

1. An order that the landlord pay a specified sum to the former tenant for,
  - i. all or any portion of any increased rent that the former tenant has incurred or will incur for a one-year period after vacating the rental unit, and
  - ii. reasonable out-of-pocket moving, storage and other like expenses that the former tenant has incurred or will incur.
2. An order for an abatement of rent.
3. An order that the landlord pay to the Board an administrative fine not exceeding the greater of \$10,000 and the monetary jurisdiction of the Small Claims Court.
4. Any other order that the Board considers appropriate. 2006, c. 17, s. 57 (3).

**Previous determination of good faith**

**(4)** In an application under subsection (1), the Board may find that the landlord gave a notice of termination in bad faith despite a previous finding by the Board to the contrary. 2006, c. 17, s. 57 (4).

**Notice at end of term or period, additional grounds**

**58. (1)** A landlord may give a tenant notice of termination of their tenancy on any of the following grounds:

1. The tenant has persistently failed to pay rent on the date it becomes due and payable.

2. The rental unit that is the subject of the tenancy agreement is a rental unit described in paragraph 1, 2, 3 or 4 of subsection 7 (1) and the tenant has ceased to meet the qualifications required for occupancy of the rental unit.
3. The tenant was an employee of an employer who provided the tenant with the rental unit during the tenant's employment and the employment has terminated.
4. The tenancy arose by virtue of or collateral to an agreement of purchase and sale of a proposed unit within the meaning of the *Condominium Act, 1998* in good faith and the agreement of purchase and sale has been terminated. 2006, c. 17, s. 58 (1).

### **Period of notice**

(2) The date for termination specified in the notice shall be at least the number of days after the date the notice is given that is set out in section 44 and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term. 2006, c. 17, s. 58 (2).

#### NOTICE BY LANDLORD BEFORE END OF PERIOD OR TERM

### **Non-payment of rent**

59. (1) If a tenant fails to pay rent lawfully owing under a tenancy agreement, the landlord may give the tenant notice of termination of the tenancy effective not earlier than,

- (a) the 7th day after the notice is given, in the case of a daily or weekly tenancy; and
- (b) the 14th day after the notice is given, in all other cases. 2006, c. 17, s. 59 (1).

### **Contents of notice**

(2) The notice of termination shall set out the amount of rent due and shall specify that the tenant may avoid the termination of the tenancy by paying, on or before the termination date specified in the notice, the rent due as set out in the notice and any additional rent that has become due under the tenancy agreement as at the date of payment by the tenant. 2006, c. 17, s. 59 (2).

### **Notice void if rent paid**

(3) The notice of termination is void if, before the day the landlord applies to the Board for an order terminating the tenancy and evicting the tenant based on the notice, the tenant pays,

- (a) the rent that is in arrears under the tenancy agreement; and
- (b) the additional rent that would have been due under the tenancy agreement as at the date of payment by the tenant had notice of termination not been given. 2006, c. 17, s. 59 (3).

### **Termination for cause, misrepresentation of income**

60. (1) A landlord may give a tenant notice of termination of the tenancy if the rental unit is a rental unit described in paragraph 1, 2, 3 or 4 of subsection 7 (1) and the tenant has knowingly and materially misrepresented his or her income or that of other members of his or her family occupying the rental unit. 2006, c. 17, s. 60 (1).

### **Notice**

(2) A notice of termination under this section shall set out the grounds for termination and shall provide a termination date not earlier than the 20th day after the notice is given. 2006, c. 17, s. 60 (2).

### **Termination for cause, illegal act**

61. (1) A landlord may give a tenant notice of termination of the tenancy if the tenant or



another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex. 2006, c. 17, s. 61 (1).

### Notice

(2) A notice of termination under this section shall set out the grounds for termination and shall provide a termination date not earlier than,

- (a) the 10th day after the notice is given, in the case of a notice grounded on an illegal act, trade, business or occupation involving,
  - (i) the production of an illegal drug,
  - (ii) the trafficking in an illegal drug, or
  - (iii) the possession of an illegal drug for the purposes of trafficking; or
- (b) the 20th day after the notice is given, in all other cases. 2006, c. 17, s. 61 (2).

### Definitions

(3) In this section,

“illegal drug” means a controlled substance or precursor as those terms are defined in the *Controlled Drugs and Substances Act* (Canada); (“drogue illicite”)

“possession” has the same meaning as in the *Controlled Drugs and Substances Act* (Canada); (“possession”)

“production” means, with respect to an illegal drug, to produce the drug within the meaning of the *Controlled Drugs and Substances Act* (Canada); (“production”)

“trafficking” means, with respect to an illegal drug, to traffic in the drug within the meaning of the *Controlled Drugs and Substances Act* (Canada). (“trafic”) 2006, c. 17, s. 61 (3).

### Termination for cause, damage

62. (1) A landlord may give a tenant notice of termination of the tenancy if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex. 2006, c. 17, s. 62 (1).

### Notice

(2) A notice of termination under this section shall,

- (a) provide a termination date not earlier than the 20th day after the notice is given;
- (b) set out the grounds for termination; and
- (c) require the tenant, within seven days,
  - (i) to repair the damaged property or pay to the landlord the reasonable costs of repairing the damaged property, or
  - (ii) to replace the damaged property or pay to the landlord the reasonable costs of replacing the damaged property, if it is not reasonable to repair the damaged property. 2006, c. 17, s. 62 (2).

### Notice void if tenant complies

(3) The notice of termination under this section is void if the tenant, within seven days after receiving the notice, complies with the requirement referred to in clause (2) (c) or makes arrangements satisfactory to the landlord to comply with that requirement. 2006, c. 17, s. 62 (3).

### **Termination for cause, damage, shorter notice period**

63. (1) Despite section 62, a landlord may give a tenant notice of termination of the tenancy that provides a termination date not earlier than the 10th day after the notice is given if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex,

- (a) wilfully causes undue damage to the rental unit or the residential complex; or
- (b) uses the rental unit or the residential complex in a manner that is inconsistent with use as residential premises and that causes or can reasonably be expected to cause damage that is significantly greater than the damage that is required in order to give a notice of termination under clause (a) or subsection 62 (1). 2006, c. 17, s. 63 (1).

### **Notice**

(2) A notice of termination under this section shall set out the grounds for termination. 2006, c. 17, s. 63 (2).

### **Non-application of s. 62 (2) and (3)**

(3) Subsections 62 (2) and (3) do not apply to a notice given under this section. 2006, c. 17, s. 63 (3).

### **Termination for cause, reasonable enjoyment**

64. (1) A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant. 2006, c. 17, s. 64 (1).

### **Notice**

- (2) A notice of termination under subsection (1) shall,
- (a) provide a termination date not earlier than the 20th day after the notice is given;
  - (b) set out the grounds for termination; and
  - (c) require the tenant, within seven days, to stop the conduct or activity or correct the omission set out in the notice. 2006, c. 17, s. 64 (2).

### **Notice void if tenant complies**

(3) The notice of termination under subsection (1) is void if the tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission. 2006, c. 17, s. 64 (3).

### **Termination for cause, reasonable enjoyment of landlord in small building**

65. (1) Despite section 64, a landlord who resides in a building containing not more than three residential units may give a tenant of a rental unit in the building notice of termination of the tenancy that provides a termination date not earlier than the 10th day after the notice is given if the conduct of the tenant, another occupant of the rental unit or a person permitted in the building by the tenant is such that it substantially interferes with the reasonable enjoyment of the building for all usual purposes by the landlord or substantially interferes with another lawful right, privilege or

interest of the landlord. 2006, c. 17, s. 65 (1).

### **Notice**

(2) A notice of termination under this section shall set out the grounds for termination. 2006, c. 17, s. 65 (2).

### **Non-application of s. 64 (2) and (3)**

(3) Subsections 64 (2) and (3) do not apply to a notice given under this section. 2006, c. 17, s. 65 (3).

### **Termination for cause, act impairs safety**

66. (1) A landlord may give a tenant notice of termination of the tenancy if,

- (a) an act or omission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person; and
- (b) the act or omission occurs in the residential complex. 2006, c. 17, s. 66 (1).

### **Same**

(2) A notice of termination under this section shall provide a termination date not earlier than the 10th day after the notice is given and shall set out the grounds for termination. 2006, c. 17, s. 66 (2).

### **Termination for cause, too many persons**

67. (1) A landlord may give a tenant notice of termination of the tenancy if the number of persons occupying the rental unit on a continuing basis results in a contravention of health, safety or housing standards required by law. 2006, c. 17, s. 67 (1).

### **Notice**

(2) A notice of termination under this section shall,

- (a) provide a termination date not earlier than the 20th day after the notice is given;
- (b) set out the details of the grounds for termination; and
- (c) require the tenant, within seven days, to reduce the number of persons occupying the rental unit to comply with health, safety or housing standards required by law. 2006, c. 17, s. 67 (2).

### **Notice void if tenant complies**

(3) The notice of termination under this section is void if the tenant, within seven days after receiving the notice, sufficiently reduces the number of persons occupying the rental unit. 2006, c. 17, s. 67 (3).

### **Notice of termination, further contravention**

68. (1) A landlord may give a tenant notice of termination of the tenancy if,

- (a) a notice of termination under section 62, 64 or 67 has become void as a result of the tenant's compliance with the terms of the notice; and
- (b) within six months after the notice mentioned in clause (a) was given to the tenant, an activity takes place, conduct occurs or a situation arises that constitutes grounds for a notice of termination under section 60, 61, 62, 64 or 67, other than an activity, conduct or a situation that is described in subsection 61 (1) and that involves an illegal act, trade,

business or occupation described in clause 61 (2) (a). 2006, c. 17, s. 68 (1).

### **Same**

(2) The notice under this section shall set out the date it is to be effective and that date shall not be earlier than the 14th day after the notice is given. 2006, c. 17, s. 68 (2).

#### APPLICATION BY LANDLORD – AFTER NOTICE OF TERMINATION

### **Application by landlord**

**69. (1)** A landlord may apply to the Board for an order terminating a tenancy and evicting the tenant if the landlord has given notice to terminate the tenancy under this Act or the *Tenant Protection Act, 1997*. 2006, c. 17, s. 69 (1).

### **Same**

(2) An application under subsection (1) may not be made later than 30 days after the termination date specified in the notice. 2006, c. 17, s. 69 (2).

### **Exception**

(3) Subsection (2) does not apply with respect to an application based on the tenant's failure to pay rent. 2006, c. 17, s. 69 (3).

### **No application during remedy period**

**70.** A landlord may not apply to the Board for an order terminating a tenancy and evicting the tenant based on a notice of termination under section 62, 64 or 67 before the seven-day remedy period specified in the notice expires. 2006, c. 17, s. 70.

### **Immediate application**

**71.** Subject to section 70 and subsection 74 (1), a landlord who has served a notice of termination may apply immediately to the Board under section 69 for an order terminating the tenancy and evicting the tenant. 2006, c. 17, s. 71.

### **Landlord or purchaser personally requires premises**

**72. (1)** The Board shall not make an order terminating a tenancy and evicting the tenant in an application under section 69 based on a notice of termination under section 48 or 49 unless the landlord has filed with the Board an affidavit sworn by the person who personally requires the rental unit certifying that the person in good faith requires the rental unit for his or her own personal use. 2006, c. 17, s. 72 (1).

### **Same**

(2) The Board shall not make an order terminating a tenancy and evicting the tenant in an application under section 69 based on a notice of termination under section 48 or 49 where the landlord's claim is based on a tenancy agreement or occupancy agreement that purports to entitle the landlord to reside in the rental unit unless,

- (a) the application is brought in respect of premises situate in a building containing not more than four residential units; or
- (b) one or more of the following people has previously been a genuine occupant of the premises:
  - (i) the landlord,
  - (ii) the landlord's spouse,

- (iii) a child or parent of the landlord or the landlord's spouse, or
- (iv) a person who provided care services to the landlord, the landlord's spouse, or a child or parent of the landlord or the landlord's spouse. 2006, c. 17, s. 72 (2).

### **Demolition, conversion, repairs**

**73.** The Board shall not make an order terminating a tenancy and evicting the tenant in an application under section 69 based on a notice of termination under section 50 unless it is satisfied that,

- (a) the landlord intends in good faith to carry out the activity on which the notice of termination was based; and
- (b) the landlord has,
  - (i) obtained all necessary permits or other authority that may be required to carry out the activity on which the notice of termination was based, or
  - (ii) has taken all reasonable steps to obtain all necessary permits or other authority that may be required to carry out the activity on which the notice of termination was based, if it is not possible to obtain the permits or other authority until the rental unit is vacant. 2006, c. 17, s. 73.

### **Non-payment of rent**

**74. (1)** A landlord may not apply to the Board under section 69 for an order terminating a tenancy and evicting the tenant based on a notice of termination under section 59 before the day following the termination date specified in the notice. 2006, c. 17, s. 74 (1).

### **Discontinuance of application**

**(2)** An application by a landlord under section 69 for an order terminating a tenancy and evicting the tenant based on a notice of termination under section 59 shall be discontinued if, before the Board issues the eviction order, the Board is satisfied that the tenant has paid to the landlord or to the Board,

- (a) the amount of rent that is in arrears under the tenancy agreement;
- (b) the amount of additional rent that would have been due under the tenancy agreement as at the date of payment by the tenant had notice of termination not been given; and
- (c) the landlord's application fee. 2006, c. 17, s. 74 (2).

### **Order of Board**

**(3)** An order of the Board terminating a tenancy and evicting the tenant in an application under section 69 based on a notice of termination under section 59 shall,

- (a) specify the following amounts:
  - (i) the amount of rent that is in arrears under the tenancy agreement,
  - (ii) the daily amount of compensation that must be paid under section 86, and
  - (iii) any costs ordered by the Board;
- (b) inform the tenant and the landlord that the order will become void if, before the order becomes enforceable, the tenant pays to the landlord or to the Board the amount required under subsection (4) and specify that amount; and

- (c) if the tenant has previously made a motion under subsection (11) during the period of the tenant's tenancy agreement with the landlord, inform the tenant and the landlord that the tenant is not entitled to make another motion under that subsection during the period of the agreement. 2006, c. 17, s. 74 (3).

### **Payment before order becomes enforceable**

(4) An eviction order referred to in subsection (3) is void if the tenant pays to the landlord or to the Board, before the order becomes enforceable,

- (a) the amount of rent that is in arrears under the tenancy agreement;
- (b) the amount of additional rent that would have been due under the tenancy agreement as at the date of payment by the tenant had notice of termination not been given;
- (c) the amount of NSF cheque charges charged by financial institutions to the landlord in respect of cheques tendered to the landlord by or on behalf of the tenant, as allowed by the Board in an application by the landlord under section 87;
- (d) the amount of administration charges payable by the tenant for the NSF cheques, as allowed by the Board in an application by the landlord under section 87; and
- (e) the costs ordered by the Board. 2006, c. 17, s. 74 (4).

### **Notice of void order**

(5) If, before the eviction order becomes enforceable, the tenant pays the amount specified in the order under clause (3) (b) to the Board, an employee of the Board shall issue a notice to the tenant and the landlord acknowledging that the eviction order is void under subsection (4). 2006, c. 17, s. 74 (5).

### **Determination that full amount paid before order becomes enforceable**

(6) If, before the eviction order becomes enforceable, the tenant pays the amount due under subsection (4) either in whole to the landlord or in part to the landlord and in part to the Board, the tenant may make a motion to the Board, without notice to the landlord, for an order determining that the tenant has paid the full amount due under subsection (4) and confirming that the eviction order is void under subsection (4). 2006, c. 17, s. 74 (6).

### **Evidence**

(7) A tenant who makes a motion under subsection (6) shall provide the Board with an affidavit setting out the details of any payments made to the landlord and with any supporting documents the tenant may have. 2006, c. 17, s. 74 (7).

### **No hearing**

(8) The Board shall make an order under subsection (6) without holding a hearing. 2006, c. 17, s. 74 (8).

### **Motion by landlord**

(9) Within 10 days after an order is issued under subsection (6), the landlord may, on notice to the tenant, make a motion to the Board to have the order set aside. 2006, c. 17, s. 74 (9).

### **Order of Board**

(10) On a motion under subsection (9), the Board shall hold a hearing and shall,

- (a) if satisfied that the tenant paid the full amount due under subsection (4) before the

eviction order became enforceable, refuse to set aside the order made under subsection (6);

- (b) if satisfied that the tenant did not pay the full amount due under subsection (4) before the eviction order became enforceable but that the tenant has since paid the full amount, refuse to set aside the order made under subsection (6); or
- (c) in any other case, set aside the order made under subsection (6) and confirm that the eviction order is not void under subsection (4). 2006, c. 17, s. 74 (10).

### **Payment after order becomes enforceable**

(11) A tenant may make a motion to the Board, on notice to the landlord, to set aside an eviction order referred to in subsection (3) if, after the order becomes enforceable but before it is executed, the tenant pays an amount to the landlord or to the Board and files an affidavit sworn by the tenant stating that the amount, together with any amounts previously paid to the landlord or to the Board, is at least the sum of the following amounts:

1. The amount of rent that is in arrears under the tenancy agreement.
2. The amount of additional rent that would have been due under the tenancy agreement as at the date of payment by the tenant had notice of termination not been given.
3. The amount of NSF cheque charges charged by financial institutions to the landlord in respect of cheques tendered to the landlord by or on behalf of the tenant, as allowed by the Board in an application by the landlord under section 87.
4. The amount of administration charges payable by the tenant for the NSF cheques, as allowed by the Board in an application by the landlord under section 87.
5. The costs ordered by the Board. 2006, c. 17, s. 74 (11); 2009, c. 33, Sched. 21, s. 11 (1).

### **Exception**

(12) Subsection (11) does not apply if the tenant has previously made a motion under that subsection during the period of the tenant's tenancy agreement with the landlord. 2006, c. 17, s. 74 (12).

### **Motion under subs. (11) stays eviction order**

(13) An order under subsection (3) is stayed when a motion under subsection (11) is received by the Board and shall not be enforced under this Act or as an order of the Superior Court of Justice during the stay. 2006, c. 17, s. 74 (13).

### **Order of Board**

(14) Subject to subsection (15), if a tenant makes a motion under subsection (11), the Board shall, after a hearing,

- (a) make an order declaring the order under subsection (3) to be void, if the tenant has paid the amounts set out in subsection (11); or
- (b) make an order lifting the stay of the order under subsection (3), if the tenant has not paid the amounts set out in subsection (11). 2006, c. 17, s. 74 (14).

### **Enforcement costs**

(15) If, on a motion under subsection (11), the Board determines that the landlord has paid any non-refundable amount under the *Administration of Justice Act* for the purpose of enforcing

the order under subsection (3), the Board shall specify that amount in the order made under clause (14) (a) and shall provide in the order that it is not effective unless,

- (a) the tenant pays the specified amount into the Board by a date specified in the order; and
- (b) an employee of the Board issues a notice under subsection (16). 2006, c. 17, s. 74 (15).

### **Notice of payment**

[\(16\)](#) If subsection (15) applies to an order made under clause (14) (a) and the tenant pays the amount specified in the order into the Board by the date specified in the order, an employee of the Board shall issue a notice to the tenant and the landlord acknowledging that the eviction order is void. 2006, c. 17, s. 74 (16).

### **Failure to pay**

[\(17\)](#) If subsection (15) applies to an order made under clause (14) (a) and the tenant does not pay the amount specified in the order into the Board by the date specified in the order, the stay of the order under subsection (3) ceases to apply and the order may be enforced. 2006, c. 17, s. 74 (17).

### **Order for payment**

[\(18\)](#) If the Board makes an order under clause (14) (b), the Board may make an order that the tenant pay to the landlord any non-refundable amount paid by the landlord under the *Administration of Justice Act* for the purpose of enforcing the order under subsection (3). 2006, c. 17, s. 74 (18).

### **Illegal act**

[75.](#) The Board may issue an order terminating a tenancy and evicting a tenant in an application referred to under section 69 based on a notice of termination under section 61 whether or not the tenant or other person has been convicted of an offence relating to an illegal act, trade, business or occupation. 2006, c. 17, s. 75.

### **Application based on animals**

[76. \(1\)](#) If an application based on a notice of termination under section 64, 65 or 66 is grounded on the presence, control or behaviour of an animal in or about the residential complex, the Board shall not make an order terminating the tenancy and evicting the tenant without being satisfied that the tenant is keeping an animal and that,

- (a) subject to subsection (2), the past behaviour of an animal of that species has substantially interfered with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or other tenants;
- (b) subject to subsection (3), the presence of an animal of that species has caused the landlord or another tenant to suffer a serious allergic reaction; or
- (c) the presence of an animal of that species or breed is inherently dangerous to the safety of the landlord or the other tenants. 2006, c. 17, s. 76 (1).

### **Same**

[\(2\)](#) The Board shall not make an order terminating the tenancy and evicting the tenant relying on clause (1) (a) if it is satisfied that the animal kept by the tenant did not cause or contribute to the substantial interference. 2006, c. 17, s. 76 (2).

### **Same**

[\(3\)](#) The Board shall not make an order terminating the tenancy and evicting the tenant relying



on clause (1) (b) if it is satisfied that the animal kept by the tenant did not cause or contribute to the allergic reaction. 2006, c. 17, s. 76 (3).

#### APPLICATION BY LANDLORD – NO NOTICE OF TERMINATION

#### **Agreement to terminate, tenant's notice**

**77. (1)** A landlord may, without notice to the tenant, apply to the Board for an order terminating a tenancy and evicting the tenant if,

- (a) the landlord and tenant have entered into an agreement to terminate the tenancy; or
- (b) the tenant has given the landlord notice of termination of the tenancy. 2006, c. 17, s. 77 (1).

#### **Same**

**(2)** The landlord shall include with the application an affidavit verifying the agreement or notice of termination, as the case may be. 2006, c. 17, s. 77 (2).

#### **Same**

**(3)** An application under subsection (1) shall not be made later than 30 days after the termination date specified in the agreement or notice. 2006, c. 17, s. 77 (3).

#### **Order**

**(4)** On receipt of the application, the Board may make an order terminating the tenancy and evicting the tenant. 2006, c. 17, s. 77 (4).

#### **Same**

- (5)** An order under subsection (4) shall be effective not earlier than,
- (a) the date specified in the agreement, in the case of an application under clause (1) (a); or
  - (b) the termination date set out in the notice, in the case of an application under clause (1) (b). 2006, c. 17, s. 77 (5).

#### **Motion to set aside order**

**(6)** The respondent may make a motion to the Board, on notice to the applicant, to have the order under subsection (4) set aside within 10 days after the order is issued. 2006, c. 17, s. 77 (6).

#### **Motion stays order**

**(7)** An order under subsection (4) is stayed when a motion to have the order set aside is received by the Board and shall not be enforced under this Act or as an order of the Superior Court of Justice during the stay. 2006, c. 17, s. 77 (7).

#### **Order of Board**

- (8)** If the respondent makes a motion under subsection (6), the Board shall, after a hearing,
- (a) make an order setting aside the order under subsection (4), if,
    - (i) the landlord and tenant did not enter into an agreement to terminate the tenancy, and
    - (ii) the tenant did not give the landlord notice of termination of the tenancy;
  - (b) make an order setting aside the order under subsection (4), if the Board is satisfied, having regard to all the circumstances, that it would not be unfair to do so; or
  - (c) make an order lifting the stay of the order under subsection (4), effective immediately or

on a future date specified in the order. 2006, c. 17, s. 77 (8).

### **Application based on previous order, mediated settlement**

**78. (1)** A landlord may, without notice to the tenant, apply to the Board for an order terminating a tenancy or evicting the tenant if the following criteria are satisfied:

1. The landlord previously applied to the Board for an order terminating the tenancy or evicting the tenant.
2. A settlement mediated under section 194 or order made with respect to the previous application,
  - i. imposed conditions on the tenant that, if not met by the tenant, would give rise to the same grounds for terminating the tenancy as were claimed in the previous application, and
  - ii. provided that the landlord could apply under this section if the tenant did not meet one or more of the conditions described in subparagraph i.
3. The tenant has not met one or more of the conditions described in subparagraph 2 i. 2006, c. 17, s. 78 (1).

### **Same**

**(2)** The landlord shall include with the application a copy of the settlement or order and an affidavit setting out what conditions of the settlement or order have not been met and how they have not been met. 2006, c. 17, s. 78 (2).

### **Order for payment**

**(3)** In an application under subsection (1), the landlord may also request that the Board make an order for payment under subsection (7) if the following criteria are satisfied:

1. The landlord applied for an order for the payment of arrears of rent when the landlord made the previous application described in paragraph 1 of subsection (1).
2. A settlement mediated under section 194 or order made with respect to the previous application requires the tenant to pay rent or some or all of the arrears of rent. 2006, c. 17, s. 78 (3).

### **Affidavit**

**(4)** If the landlord makes a request under subsection (3), the affidavit included with the application under subsection (2) must also provide the following information:

1. The amount of any additional arrears of rent arising after the date of the settlement or order.
2. The amount of NSF cheque charges, if any, claimed by the landlord that were charged by financial institutions after the date of the settlement or order in respect of cheques tendered to the landlord by or on behalf of the tenant, to the extent the landlord has not been reimbursed for the charges.
3. The amount of NSF administration charges, if any, claimed by the landlord in respect of NSF cheques tendered by or on behalf of the tenant after the date of the settlement or order, to the extent the landlord has not been reimbursed for the charges.
4. If a settlement was mediated under section 194 with respect to the previous application,

- i. the amount and date of each payment made under the terms of the settlement and what the payment was for,
  - ii. the amount of arrears of rent payable to the landlord under the terms of the settlement,
  - iii. the amount of NSF cheque charges payable to the landlord under the terms of the settlement,
  - iv. the amount of NSF administration charges payable to the landlord under the terms of the settlement, and
  - v. the amount that the terms of the settlement required the tenant to pay to the landlord as reimbursement for the fee paid by the landlord for the application referred to in paragraph 1 of subsection (1).
5. The amount of any rent deposit, the date it was given and the last period for which interest was paid on the rent deposit. 2006, c. 17, s. 78 (4).

### **Time for application**

(5) An application under this section shall not be made later than 30 days after a failure of the tenant to meet a condition described in subparagraph 2 i of subsection (1). 2006, c. 17, s. 78 (5).

### **Order terminating tenancy**

(6) If the Board finds that the landlord is entitled to an order under subsection (1), the Board may make an order terminating the tenancy and evicting the tenant. 2006, c. 17, s. 78 (6).

### **Order for arrears**

(7) If an order is made under subsection (6) and the landlord makes a request under subsection (3), the Board may order the payment of the following amounts:

1. The amount of any compensation payable under section 86.
2. The amount of arrears of rent that arose after the date of the settlement or order referred to in paragraph 2 of subsection (3).
3. Such amount as the Board may allow in respect of NSF cheque charges claimed by the landlord that were charged by financial institutions, after the date of the settlement or order referred to in paragraph 2 of subsection (3), in respect of cheques tendered by or on behalf of the tenant and for which the landlord has not been reimbursed.
4. Such amount as the Board may allow in respect of NSF administration charges claimed by the landlord that were incurred after the date of the settlement or order referred to in paragraph 2 of subsection (3) in respect of NSF cheques tendered by or on behalf of the tenant and for which the landlord has not been reimbursed, not exceeding the amount per cheque that is prescribed as a specified amount exempt from the operation of section 134.
5. If a settlement was mediated under section 194 with respect to the previous application,
  - i. the amount of arrears of rent payable under the terms of the settlement that has not been paid,
  - ii. the amount payable under the terms of the settlement in respect of NSF cheque

- charges that were charged by financial institutions in respect of cheques tendered by or on behalf of the tenant and for which the landlord has not been reimbursed,
- iii. the amount payable under the terms of the settlement in respect of NSF administration charges for which the landlord has not been reimbursed, not exceeding the amount per cheque that is prescribed as a specified amount exempt from the operation of section 134, and
  - iv. the amount payable under the terms of the settlement as reimbursement for the fee paid by the landlord for the previous application, to the extent that the amount payable did not exceed that fee and to the extent that the amount payable has not been paid. 2006, c. 17, s. 78 (7).

### **Credit for rent deposit**

[\(8\)](#) In determining the amount payable by the tenant to the landlord, the Board shall ensure that the tenant is credited with the amount of any rent deposit and interest on the deposit that would be owing to the tenant on the termination of the tenancy. 2006, c. 17, s. 78 (8).

### **Motion to set aside order**

[\(9\)](#) The respondent may make a motion to the Board, on notice to the applicant, to have an order under subsection (6), and any order made under subsection (7), set aside within 10 days after the order made under subsection (6) is issued. 2006, c. 17, s. 78 (9).

### **Motion stays order**

[\(10\)](#) An order under subsection (6) or (7) is stayed when a motion to have the order set aside is received by the Board and shall not be enforced under this Act or as an order of the Superior Court of Justice during the stay. 2006, c. 17, s. 78 (10).

### **Order of Board**

- [\(11\)](#) If the respondent makes a motion under subsection (9), the Board shall, after a hearing,
- (a) make an order setting aside the order under subsection (6), and any order made under subsection (7), if any of the criteria set out in subsection (1) are not satisfied;
  - (b) make an order setting aside the order under subsection (6), and any order made under subsection (7), if the Board is satisfied, having regard to all the circumstances, that it would not be unfair to set aside the order under subsection (6); or
  - (c) make an order lifting the stay of the order under subsection (6), and any order made under subsection (7), effective immediately or on a future date specified in the order. 2006, c. 17, s. 78 (11).

### **Same**

[\(12\)](#) In an order under clause (11) (b), the Board may amend a settlement mediated under section 194 or an order made with respect to the previous application if it considers it appropriate to do so. 2009, c. 33, Sched. 21, s. 11 (2).

### **Abandonment of rental unit**

[79.](#) If a landlord believes that a tenant has abandoned a rental unit, the landlord may apply to the Board for an order terminating the tenancy. 2006, c. 17, s. 79.

**Effective date of order**

**80. (1)** If a notice of termination of a tenancy has been given and the landlord has subsequently applied to the Board for an order evicting the tenant, the order of the Board evicting the tenant may not be effective earlier than the date of termination set out in the notice. 2006, c. 17, s. 80 (1).

**Exception, notice under s. 63 or 66**

**(2)** Despite subsection (1), an order evicting a tenant may provide that it is effective on a date specified in the order that is earlier than the date of termination set out in the notice of termination if,

- (a) the order is made on an application under section 69 based on a notice of termination under clause 63 (1) (a) and the Board determines that the damage caused was significantly greater than the damage that was required by that clause in order to give the notice of termination; or
- (b) the order is made on an application under section 69 based on a notice of termination under clause 63 (1) (b) or subsection 66 (1). 2006, c. 17, s. 80 (2).

**Expiry date of order**

**81.** An order of the Board evicting a person from a rental unit expires six months after the day on which the order takes effect if it is not filed within those six months with the sheriff who has territorial jurisdiction where the rental unit is located. 2006, c. 17, s. 81.

**Tenant issues in application for non-payment of rent**

**82. (1)** At a hearing of an application by a landlord under section 69 for an order terminating a tenancy and evicting a tenant based on a notice of termination under section 59, the Board shall permit the tenant to raise any issue that could be the subject of an application made by the tenant under this Act. 2006, c. 17, s. 82 (1).

**Orders**

**(2)** If a tenant raises an issue under subsection (1), the Board may make any order in respect of the issue that it could have made had the tenant made an application under this Act. 2006, c. 17, s. 82 (2).

**Power of Board, eviction**

**83. (1)** Upon an application for an order evicting a tenant, the Board may, despite any other provision of this Act or the tenancy agreement,

- (a) refuse to grant the application unless satisfied, having regard to all the circumstances, that it would be unfair to refuse; or
- (b) order that the enforcement of the eviction order be postponed for a period of time. 2006, c. 17, s. 83 (1).

**Mandatory review**

**(2)** If a hearing is held, the Board shall not grant the application unless it has reviewed the circumstances and considered whether or not it should exercise its powers under subsection (1). 2006, c. 17, s. 83 (2).

**Circumstances where refusal required**

**(3)** Without restricting the generality of subsection (1), the Board shall refuse to grant the

application where satisfied that,

- (a) the landlord is in serious breach of the landlord's responsibilities under this Act or of any material covenant in the tenancy agreement;
- (b) the reason for the application being brought is that the tenant has complained to a governmental authority of the landlord's violation of a law dealing with health, safety, housing or maintenance standards;
- (c) the reason for the application being brought is that the tenant has attempted to secure or enforce his or her legal rights;
- (d) the reason for the application being brought is that the tenant is a member of a tenants' association or is attempting to organize such an association; or
- (e) the reason for the application being brought is that the rental unit is occupied by children and the occupation by the children does not constitute overcrowding. 2006, c. 17, s. 83 (3).

### **No eviction before compensation, demolition or conversion**

(4) The Board shall not issue an eviction order in a proceeding regarding termination of a tenancy for the purposes of demolition, conversion to non-residential rental use, renovations or repairs until the landlord has complied with section 52, 54 or 55, as the case may be. 2006, c. 17, s. 83 (4).

### **No eviction before compensation, repair or renovation**

(5) If a tenant has given a landlord notice under subsection 53 (2) and subsection 54 (2) applies, the Board shall not issue an eviction order in a proceeding regarding termination of the tenancy until the landlord has compensated the tenant in accordance with subsection 54 (2). 2006, c. 17, s. 83 (5).

### **Expedited eviction order**

84. Subject to clause 83 (1) (b), the Board shall, in an order made under section 69 based on a notice given under subsection 61 (1) that involves an illegal act, trade, business or occupation described in clause 61 (2) (a) or based on a notice given under section 63, 65 or 66, request that the sheriff expedite the enforcement of the order. 2006, c. 17, s. 84.

### **Effect of eviction order**

85. An order evicting a person shall have the same effect, and shall be enforced in the same manner, as a writ of possession. 2006, c. 17, s. 85.

## COMPENSATION FOR LANDLORD

### **Compensation, unit not vacated**

86. A landlord is entitled to compensation for the use and occupation of a rental unit by a tenant who does not vacate the unit after his or her tenancy is terminated by order, notice or agreement. 2006, c. 17, s. 86.

### **Application**

87. (1) A landlord may apply to the Board for an order for the payment of arrears of rent if,

- (a) the tenant has not paid rent lawfully required under the tenancy agreement; and
- (b) the tenant is in possession of the rental unit. 2006, c. 17, s. 87 (1).

**Tenant issues**

(2) Section 82 applies, with necessary modifications, to an application under subsection (1). 2006, c. 17, s. 87 (2).

**Compensation, overholding tenant**

(3) If a tenant is in possession of a rental unit after the tenancy has been terminated, the landlord may apply to the Board for an order for the payment of compensation for the use and occupation of a rental unit after a notice of termination or an agreement to terminate the tenancy has taken effect. 2006, c. 17, s. 87 (3).

**Amount of arrears of rent or compensation**

(4) In determining the amount of arrears of rent, compensation or both owing in an order for termination of a tenancy and the payment of arrears of rent, compensation or both, the Board shall subtract from the amount owing the amount of any rent deposit or interest on a rent deposit that would be owing to the tenant on termination. 2006, c. 17, s. 87 (4).

**NSF cheque charges**

(5) On an application by a landlord under this section, the Board may include the following amounts in determining the total amount owing to a landlord by a tenant in respect of a rental unit:

1. The amount of NSF cheque charges claimed by the landlord and charged by financial institutions in respect of cheques tendered to the landlord by or on behalf of the tenant, to the extent the landlord has not been reimbursed for the charges.
2. The amount of unpaid administration charges in respect of the NSF cheques, if claimed by the landlord, that do not exceed the amount per cheque that is prescribed as a specified payment exempt from the operation of section 134. 2006, c. 17, s. 87 (5).

**Arrears of rent when tenant abandons or vacates without notice**

**88.** (1) If a tenant abandons or vacates a rental unit without giving notice of termination in accordance with this Act and no agreement to terminate has been made or the landlord has not given notice to terminate the tenancy, a determination of the amount of arrears of rent owing by the tenant shall be made in accordance with the following rules:

1. If the tenant vacated the rental unit after giving notice that was not in accordance with this Act, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in the notice, had the notice been given in accordance with section 47, 96 or 145, as the case may be.
2. If the tenant abandoned or vacated the rental unit without giving any notice, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in a notice of termination had the tenant, on the date that the landlord knew or ought to have known that the tenant had abandoned or vacated the rental unit, given notice of termination in accordance with section 47, 96 or 145, as the case may be. 2006, c. 17, s. 88 (1).

**Where landlord has given notice under s. 48, 49 or 50**

(2) If a notice of termination has been given by the landlord under section 48, 49 or 50 and the tenant vacates the rental unit before the termination date set out in the notice without giving a notice of earlier termination or after giving a notice of earlier termination that is not in accordance with subsection 48 (3), 49 (4) or 50 (4), as the case may be, a determination of the amount of

arrears of rent owing by the tenant shall be made as if arrears of rent are owing for the period that ends on the earlier of the following dates:

1. The date that is 10 days after,
  - i. the date the tenant gave notice of earlier termination, if the tenant vacated the rental unit after giving a notice of earlier termination that was not in accordance with subsection 48 (3), 49 (4) or 50 (4), as the case may be, or
  - ii. the date the landlord knew or ought to have known that the tenant had vacated the rental unit, if the tenant vacated the rental unit without giving a notice of earlier termination.
2. The termination date set out in the landlord's notice of termination. 2006, c. 17, s. 88 (2).

### **New tenancy**

[\(3\)](#) Despite subsections (1) and (2), if the landlord enters into a new tenancy agreement with a new tenant with respect to the rental unit, the tenant who abandoned or vacated the rental unit is not liable to pay an amount of arrears of rent that exceeds the lesser of the following amounts:

1. The amount of arrears of rent determined under subsection (1) or (2).
2. The amount of arrears of rent owing for the period that ends on the date the new tenant is entitled to occupy the rental unit. 2006, c. 17, s. 88 (3).

### **Minimization of losses**

[\(4\)](#) In determining the amount of arrears of rent owing under subsections (1), (2) and (3), consideration shall be given to whether or not the landlord has taken reasonable steps to minimize losses in accordance with section 16. 2006, c. 17, s. 88 (4).

### **Compensation for damage**

[89. \(1\)](#) A landlord may apply to the Board for an order requiring a tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of damaged property, if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex and the tenant is in possession of the rental unit. 2006, c. 17, s. 89 (1).

### **Same**

[\(2\)](#) If the Board makes an order requiring payment under subsection (1) and for the termination of the tenancy, the Board shall set off against the amount required to be paid the amount of any rent deposit or interest on a rent deposit that would be owing to the tenant on termination. 2006, c. 17, s. 89 (2).

### **Compensation, misrepresentation of income**

[90.](#) If a landlord has a right to give a notice of termination under section 60, the landlord may apply to the Board for an order for the payment of money the tenant would have been required to pay if the tenant had not misrepresented his or her income or that of other members of his or her family, so long as the application is made while the tenant is in possession of the rental unit. 2006, c. 17, s. 90.

## DEATH OF TENANT



**Death of tenant**

**91. (1)** If a tenant of a rental unit dies and there are no other tenants of the rental unit, the tenancy shall be deemed to be terminated 30 days after the death of the tenant. 2006, c. 17, s. 91 (1).

**Reasonable access**

- (2)** The landlord shall, until the tenancy is terminated under subsection (1),
- (a) preserve any property of a tenant who has died that is in the rental unit or the residential complex other than property that is unsafe or unhygienic; and
  - (b) afford the executor or administrator of the tenant's estate, or if there is no executor or administrator, a member of the tenant's family reasonable access to the rental unit and the residential complex for the purpose of removing the tenant's property. 2006, c. 17, s. 91 (2).

**Landlord may dispose of property**

**92. (1)** The landlord may sell, retain for the landlord's own use or otherwise dispose of property of a tenant who has died that is in a rental unit and in the residential complex in which the rental unit is located,

- (a) if the property is unsafe or unhygienic, immediately; and
- (b) otherwise, after the tenancy is terminated under section 91. 2006, c. 17, s. 92 (1).

**Same**

**(2)** Subject to subsections (3) and (4), a landlord is not liable to any person for selling, retaining or otherwise disposing of the property of a tenant in accordance with subsection (1). 2006, c. 17, s. 92 (2).

**Same**

**(3)** If, within six months after the tenant's death, the executor or administrator of the estate of the tenant or, if there is no executor or administrator, a member of the tenant's family claims any property of the tenant that the landlord has sold, the landlord shall pay to the estate the amount by which the proceeds of sale exceed the sum of,

- (a) the landlord's reasonable out-of-pocket expenses for moving, storing, securing or selling the property; and
- (b) any arrears of rent. 2006, c. 17, s. 92 (3).

**Same**

**(4)** If, within the six-month period after the tenant's death, the executor or administrator of the estate of the tenant or, if there is no executor or administrator, a member of the tenant's family claims any property of the tenant that the landlord has retained for the landlord's own use, the landlord shall return the property to the tenant's estate. 2006, c. 17, s. 92 (4).

**Agreement**

**(5)** A landlord and the executor or administrator of a deceased tenant's estate may agree to terms other than those set out in this section with regard to the termination of the tenancy and disposal of the tenant's property. 2006, c. 17, s. 95 (5).

**Termination of tenancy**

**93. (1)** If a landlord has entered into a tenancy agreement with respect to a superintendent's premises, unless otherwise agreed, the tenancy terminates on the day on which the employment of the tenant is terminated. 2006, c. 17, s. 93 (1).

**Same**

**(2)** A tenant shall vacate a superintendent's premises within one week after his or her tenancy is terminated. 2006, c. 17, s. 93 (2).

**No rent charged for week**

**(3)** A landlord shall not charge a tenant rent or compensation or receive rent or compensation from a tenant with respect to the one-week period mentioned in subsection (2). 2006, c. 17, s. 93 (3).

**Application to Board**

**94.** The landlord may apply to the Board for an order terminating the tenancy of a tenant of superintendent's premises and evicting the tenant if the tenant does not vacate the rental unit within one week of the termination of his or her employment. 2006, c. 17, s. 94.

**PART VI****ASSIGNMENT, SUBLETTING AND UNAUTHORIZED OCCUPANCY****Assignment of tenancy**

**95. (1)** Subject to subsections (2), (3) and (6), and with the consent of the landlord, a tenant may assign a rental unit to another person. 2006, c. 17, s. 95 (1).

**Landlord's options, general request**

- (2)** If a tenant asks a landlord to consent to an assignment of a rental unit, the landlord may,
- (a) consent to the assignment of the rental unit; or
  - (b) refuse consent to the assignment of the rental unit. 2006, c. 17, s. 95 (2).

**Landlord's options, specific request**

**(3)** If a tenant asks a landlord to consent to the assignment of the rental unit to a potential assignee, the landlord may,

- (a) consent to the assignment of the rental unit to the potential assignee;
- (b) refuse consent to the assignment of the rental unit to the potential assignee; or
- (c) refuse consent to the assignment of the rental unit. 2006, c. 17, s. 95 (3).

**Refusal or non-response**

**(4)** A tenant may give the landlord a notice of termination under section 96 within 30 days after the date a request is made if,

- (a) the tenant asks the landlord to consent to an assignment of the rental unit and the landlord refuses consent;
- (b) the tenant asks the landlord to consent to an assignment of the rental unit and the landlord does not respond within seven days after the request is made;
- (c) the tenant asks the landlord to consent to an assignment of the rental unit to a potential assignee and the landlord refuses consent to the assignment under clause (3) (c); or

- (d) the tenant asks the landlord to consent to an assignment of the rental unit to a potential assignee and the landlord does not respond within seven days after the request is made. 2006, c. 17, s. 95 (4).

### **Same**

(5) A landlord shall not arbitrarily or unreasonably refuse consent to an assignment of a rental unit to a potential assignee under clause (3) (b). 2006, c. 17, s. 95 (5).

### **Same**

(6) Subject to subsection (5), a landlord who has given consent to an assignment of a rental unit under clause (2) (a) may subsequently refuse consent to an assignment of the rental unit to a potential assignee under clause (3) (b). 2006, c. 17, s. 95 (6).

### **Charges**

(7) A landlord may charge a tenant only for the landlord's reasonable out-of-pocket expenses incurred in giving consent to an assignment to a potential assignee. 2006, c. 17, s. 95 (7).

### **Consequences of assignment**

(8) If a tenant has assigned a rental unit to another person, the tenancy agreement continues to apply on the same terms and conditions and,

- (a) the assignee is liable to the landlord for any breach of the tenant's obligations and may enforce against the landlord any of the landlord's obligations under the tenancy agreement or this Act, if the breach or obligation relates to the period after the assignment, whether or not the breach or obligation also related to a period before the assignment;
- (b) the former tenant is liable to the landlord for any breach of the tenant's obligations and may enforce against the landlord any of the landlord's obligations under the tenancy agreement or this Act, if the breach or obligation relates to the period before the assignment;
- (c) if the former tenant has started a proceeding under this Act before the assignment and the benefits or obligations of the new tenant may be affected, the new tenant may join in or continue the proceeding. 2006, c. 17, s. 95 (8).

### **Application of section**

(9) This section applies with respect to all tenants, regardless of whether their tenancies are periodic, fixed, contractual or statutory, but does not apply with respect to a tenant of superintendent's premises. 2006, c. 17, s. 95 (9).

### **Tenant's notice to terminate, refusal of assignment**

96. (1) A tenant may give notice of termination of a tenancy if the circumstances set out in subsection 95 (4) apply. 2006, c. 17, s. 96 (1).

### **Same**

(2) The date for termination specified in the notice shall be at least a number of days after the date of the notice that is the lesser of the notice period otherwise required under this Act and 30 days. 2006, c. 17, s. 96 (2).

### **Subletting rental unit**

97. (1) A tenant may sublet a rental unit to another person with the consent of the landlord.

2006, c. 17, s. 97 (1).

### **Same**

(2) A landlord shall not arbitrarily or unreasonably withhold consent to the sublet of a rental unit to a potential subtenant. 2006, c. 17, s. 97 (2).

### **Charges**

(3) A landlord may charge a tenant only for the landlord's reasonable out-of-pocket expenses incurred in giving consent to a subletting. 2006, c. 17, s. 97 (3).

### **Consequences of subletting**

(4) If a tenant has sublet a rental unit to another person,

(a) the tenant remains entitled to the benefits, and is liable to the landlord for the breaches, of the tenant's obligations under the tenancy agreement or this Act during the subtenancy; and

(b) the subtenant is entitled to the benefits, and is liable to the tenant for the breaches, of the subtenant's obligations under the subletting agreement or this Act during the subtenancy. 2006, c. 17, s. 97 (4).

### **Overholding subtenant**

(5) A subtenant has no right to occupy the rental unit after the end of the subtenancy. 2006, c. 17, s. 97 (5).

### **Application of section**

(6) This section applies with respect to all tenants, regardless of whether their tenancies are periodic, fixed, contractual or statutory, but does not apply with respect to a tenant of superintendent's premises. 2006, c. 17, s. 97 (6).

### **Tenant application**

**98.** (1) A tenant or former tenant of a rental unit may apply to the Board for an order determining that the landlord has arbitrarily or unreasonably withheld consent to the assignment or sublet of a rental unit to a potential assignee or subtenant. 2006, c. 17, s. 98 (1).

### **Time limitation**

(2) No application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred. 2006, c. 17, s. 98 (2).

### **Order re assignment, sublet**

(3) If the Board determines that a landlord has unlawfully withheld consent to an assignment or sublet in an application under subsection (1), the Board may do one or more of the following:

1. Order that the assignment or sublet is authorized.
2. Where appropriate, by order authorize another assignment or sublet proposed by the tenant.
3. Order that the tenancy be terminated.
4. Order an abatement of the tenant's or former tenant's rent. 2006, c. 17, s. 98 (3).

### **Same**

(4) The Board may establish terms and conditions of the assignment or sublet. 2006, c. 17, s. 98 (4).

**Same**

[\(5\)](#) If an order is made under paragraph 1 or 2 of subsection (3), the assignment or sublet shall have the same legal effect as if the landlord had consented to it. 2006, c. 17, s. 98 (5).

**Eviction with termination order**

[\(6\)](#) If an order is made terminating a tenancy under paragraph 3 of subsection (3), the Board may order that the tenant be evicted, effective not earlier than the termination date specified in the order. 2006, c. 17, s. 98 (6).

**Tenant's notice, application re subtenant**

[99.](#) The following provisions apply, with necessary modifications, with respect to a tenant who has sublet a rental unit, as if the tenant were the landlord and the subtenant were the tenant:

1. Sections 59 to 69, 87, 89 and 148.
2. The provisions of this Act that relate to applications to the Board under sections 69, 87, 89 and 148. 2006, c. 17, s. 99.

**Unauthorized occupancy**

[100. \(1\)](#) If a tenant transfers the occupancy of a rental unit to a person in a manner other than by an assignment authorized under section 95 or a subletting authorized under section 97, the landlord may apply to the Board for an order terminating the tenancy and evicting the tenant and the person to whom occupancy of the rental unit was transferred. 2006, c. 17, s. 100 (1).

**Time limitation**

[\(2\)](#) An application under subsection (1) must be made no later than 60 days after the landlord discovers the unauthorized occupancy. 2006, c. 17, s. 100 (2).

**Compensation**

[\(3\)](#) A landlord who makes an application under subsection (1) may also apply to the Board for an order for the payment of compensation by the unauthorized occupant for the use and occupation of the rental unit, if the unauthorized occupant is in possession of the rental unit at the time the application is made. 2006, c. 17, s. 100 (3).

**Application of s. 87 (5)**

[\(4\)](#) Subsection 87 (5) applies, with necessary modifications, to an application under subsection (3). 2006, c. 17, s. 100 (4).

**Overholding subtenant**

[101. \(1\)](#) If a subtenant continues to occupy a rental unit after the end of the subtenancy, the landlord or the tenant may apply to the Board for an order evicting the subtenant. 2006, c. 17, s. 101 (1).

**Time limitation**

[\(2\)](#) An application under this section must be made within 60 days after the end of the subtenancy. 2006, c. 17, s. 101 (2).

**Compensation, overholding subtenant**

[102.](#) A tenant may apply to the Board for an order for compensation for use and occupation by an overholding subtenant after the end of the subtenancy if the overholding subtenant is in possession of the rental unit at the time of the application. 2006, c. 17, s. 102.

**Compensation, unauthorized occupant**

**103. (1)** A landlord is entitled to compensation for the use and occupation of a rental unit by an unauthorized occupant of the unit. 2006, c. 17, s. 103 (1).

**Effect of payment**

**(2)** A landlord does not create a tenancy with an unauthorized occupant of a rental unit by accepting compensation for the use and occupation of the rental unit, unless the landlord and unauthorized occupant agree otherwise. 2006, c. 17, s. 103 (2).

**Miscellaneous new tenancy agreements****Assignment without consent**

**104. (1)** If a person occupies a rental unit as a result of an assignment of the unit without the consent of the landlord, the landlord may negotiate a new tenancy agreement with the person. 2006, c. 17, s. 104 (1).

**Overholding subtenant**

**(2)** If a subtenant continues to occupy a rental unit after the end of the subtenancy and the tenant has abandoned the rental unit, the landlord may negotiate a new tenancy agreement with the subtenant. 2006, c. 17, s. 104 (2).

**Lawful rent**

**(3)** Sections 113 and 114 apply to tenancy agreements entered into under subsection (1) or (2) if they are entered into no later than 60 days after the landlord discovers the unauthorized occupancy. 2006, c. 17, s. 104 (3).

**Deemed assignment**

**(4)** A person's occupation of a rental unit shall be deemed to be an assignment of the rental unit with the consent of the landlord as of the date the unauthorized occupancy began if,

- (a) a tenancy agreement is not entered into under subsection (1) or (2) within the period set out in subsection (3);
- (b) the landlord does not apply to the Board under section 100 for an order evicting the person within 60 days of the landlord discovering the unauthorized occupancy; and
- (c) neither the landlord nor the tenant applies to the Board under section 101 within 60 days after the end of the subtenancy for an order evicting the subtenant. 2006, c. 17, s. 104 (4).

## PART VII RULES RELATING TO RENT

### GENERAL RULES

**Security deposits, limitation**

**105. (1)** The only security deposit that a landlord may collect is a rent deposit collected in accordance with section 106. 2006, c. 17, s. 105 (1).

**Definition**

**(2)** In this section and in section 106,

“security deposit” means money, property or a right paid or given by, or on behalf of, a tenant of a rental unit to a landlord or to anyone on the landlord's behalf to be held by or for the account

of the landlord as security for the performance of an obligation or the payment of a liability of the tenant or to be returned to the tenant upon the happening of a condition. 2006, c. 17, s. 105 (2).

### **Rent deposit may be required**

**106. (1)** A landlord may require a tenant to pay a rent deposit with respect to a tenancy if the landlord does so on or before entering into the tenancy agreement. 2006, c. 17, s. 106 (1).

### **Amount of rent deposit**

**(2)** The amount of a rent deposit shall not be more than the lesser of the amount of rent for one rent period and the amount of rent for one month. 2006, c. 17, s. 106 (2).

### **Same**

**(3)** If the lawful rent increases after a tenant has paid a rent deposit, the landlord may require the tenant to pay an additional amount to increase the rent deposit up to the amount permitted by subsection (2). 2006, c. 17, s. 106 (3).

### **Qualification**

**(4)** A new landlord of a rental unit or a person who is deemed to be a landlord under subsection 47 (1) of the *Mortgages Act* shall not require a tenant to pay a rent deposit if the tenant has already paid a rent deposit to the prior landlord of the rental unit. 2006, c. 17, s. 106 (4).

### **Exception**

**(5)** Despite subsection (4), if a person becomes a new landlord in a sale from a person deemed to be a landlord under subsection 47 (1) of the *Mortgages Act*, the new landlord may require the tenant to pay a rent deposit in an amount equal to the amount with respect to the former rent deposit that the tenant received from the proceeds of sale. 2006, c. 17, s. 106 (5).

### **Interest**

**(6)** A landlord of a rental unit shall pay interest to the tenant annually on the amount of the rent deposit at a rate equal to the guideline determined under section 120 that is in effect at the time payment becomes due. 2006, c. 17, s. 106 (6).

### **Deduction applied to rent deposit**

**(7)** The landlord may deduct from the amount payable under subsection (6) the amount, if any, by which the maximum amount of the rent deposit permitted under subsection (2) exceeds the amount of the rent deposit paid by the tenant and the deducted amount shall be deemed to form part of the rent deposit paid by the tenant. 2006, c. 17, s. 106 (7).

### **Transition**

**(8)** Despite subsection (6), the first interest payment that becomes due under subsection (6) after the day this subsection comes into force shall be adjusted so that,

- (a) the interest payable in respect of the period ending before the day this subsection comes into force is based on the annual rate of 6 per cent; and
- (b) the interest payable in respect of the period commencing on or after the day this subsection comes into force shall be based on the rate determined under subsection (6). 2006, c. 17, s. 106 (8).

### **Deduction of interest from rent**

**(9)** Where the landlord has failed to make the payment required by subsection (6) when it

comes due, the tenant may deduct the amount of the payment from a subsequent rent payment. 2006, c. 17, s. 106 (9).

### **Rent deposit applied to last rent**

**(10)** A landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy terminates. 2006, c. 17, s. 106 (10).

### **Rent deposit, prospective tenant**

**107. (1)** A landlord shall repay the amount received as a rent deposit in respect of a rental unit if vacant possession of the rental unit is not given to the prospective tenant. 2006, c. 17, s. 107 (1).

### **Exception**

**(2)** Despite subsection (1), if the prospective tenant, before he or she would otherwise obtain vacant possession of the rental unit, agrees to rent a different rental unit from the landlord,

- (a) the landlord may apply the amount received as a rent deposit in respect of the other rental unit; and
- (b) the landlord shall repay only the excess, if any, by which the amount received exceeds the amount of the rent deposit the landlord is entitled to receive under section 106 in respect of the other rental unit. 2006, c. 17, s. 107 (2).

### **Post-dated cheques, etc.**

**108.** Neither a landlord nor a tenancy agreement shall require a tenant or prospective tenant to,

- (a) provide post-dated cheques or other negotiable instruments for payment of rent; or
- (b) permit automatic debiting of the tenant's or prospective tenant's account at a financial institution, automatic charging of a credit card or any other form of automatic payment for the payment of rent. 2006, c. 17, s. 108; 2009, c. 33, Sched. 21, s. 11 (3, 4).

### **Receipt for payment**

**109. (1)** A landlord shall provide free of charge to a tenant or former tenant, on request, a receipt for the payment of any rent, rent deposit, arrears of rent or any other amount paid to the landlord. 2006, c. 17, s. 109 (1).

### **Former tenant**

**(2)** Subsection (1) applies to a request by a former tenant only if the request is made within 12 months after the tenancy terminated. 2006, c. 17, s. 109 (2).

## GENERAL RULES GOVERNING AMOUNT OF RENT

### **Landlord's duty, rent increases**

**110.** No landlord shall increase the rent charged to a tenant for a rental unit, except in accordance with this Part. 2006, c. 17, s. 110.

### **Landlord not to charge more than lawful rent**

**111. (1)** No landlord shall charge rent for a rental unit in an amount that is greater than the lawful rent permitted under this Part. 2006, c. 17, s. 111 (1).

### **Lawful rent where prompt payment discount**



(2) The lawful rent is not affected by a discount in rent at the beginning of, or during, a tenancy of up to 2 per cent of the rent that could otherwise be lawfully charged for a rental period if the discount is provided for paying rent on or before the date it is due and the discount meets the prescribed conditions. 2009, c. 33, Sched. 21, s. 11 (5).

#### **Lawful rent where another discount**

(2.1) The lawful rent is not affected if one of the following discounts is provided:

1. A discount in rent at the beginning of, or during, a tenancy that consists of up to three months rent in any 12-month period if the discount is provided in the form of rent-free periods and meets the prescribed conditions.
2. A prescribed discount. 2009, c. 33, Sched. 21, s. 11 (5).

#### **Lawful rent where both discounts provided**

(2.2) For greater certainty, the lawful rent is not affected if discounts described in subsections (2) and (2.1) are both provided. 2009, c. 33, Sched. 21, s. 11 (5).

#### **Same**

(3) Subject to subsections (2) and (2.1), where a landlord offers a discount in rent at the beginning of, or during, a tenancy, the lawful rent shall be calculated in accordance with the prescribed rules. 2006, c. 17, s. 111 (3); 2009, c. 33, Sched. 21, s. 11 (6).

#### **Lawful rent where higher rent for first rental period**

(4) Where the rent a landlord charges for the first rental period of a tenancy is greater than the rent the landlord charges for subsequent rental periods, the lawful rent shall be calculated in accordance with the prescribed rules. 2006, c. 17, s. 111 (4).

#### **Lawful rent when this section comes into force**

112. Unless otherwise prescribed, the lawful rent charged to a tenant for a rental unit for which there is a tenancy agreement in effect on the day this section comes into force shall be the rent that was charged on the day before this section came into force or, if that amount was not lawfully charged under the *Tenant Protection Act, 1997*, the amount that it was lawful to charge on that day. 2006, c. 17, s. 112.

#### **Lawful rent for new tenant**

113. Subject to section 111, the lawful rent for the first rental period for a new tenant under a new tenancy agreement is the rent first charged to the tenant. 2006, c. 17, s. 113.

#### **Notice to new tenant, order under par. 6, 7 or 8 of s. 30 (1) in effect**

114. (1) If an order made under paragraph 6, 7 or 8 of subsection 30 (1) is in effect in respect of a rental unit when a new tenancy agreement relating to the rental unit is entered into, the landlord shall, before entering into the new tenancy agreement, give to the new tenant written notice about the lawful rent for the rental unit in accordance with subsection (3). 2006, c. 17, s. 114 (1).

#### **Same**

(2) If an order made under paragraph 6, 7 or 8 of subsection 30 (1) takes effect in respect of a rental unit after a new tenancy agreement relating to the rental unit is entered into but before the tenancy agreement takes effect, the landlord shall, before the tenancy agreement takes effect, give to the new tenant written notice about the lawful rent for the rental unit in accordance with subsection (3). 2006, c. 17, s. 114 (2).

**Contents of notice**

[\(3\)](#) A notice given under subsection (1) or (2) shall be in the form approved by the Board and shall set out,

- (a) information about the order made under paragraph 6, 7 or 8 of subsection 30 (1);
- (b) the amount of rent that the landlord may lawfully charge the new tenant until the prohibition in the order made under paragraph 6, 7 or 8 of subsection 30 (1) ends;
- (c) the amount of rent that the landlord may lawfully charge the new tenant after the prohibition in the order made under paragraph 6, 7 or 8 of subsection 30 (1) ends;
- (d) information about the last lawful rent charged to the former tenant; and
- (e) such other information as is prescribed. 2006, c. 17, s. 114 (3).

**Order takes effect after tenancy agreement**

[\(4\)](#) If an order made under paragraph 6, 7 or 8 of subsection 30 (1) takes effect in respect of a rental unit after a new tenancy agreement relating to the rental unit takes effect, the landlord shall promptly give to the new tenant written notice about the lawful rent for the rental unit in accordance with subsection (5), unless the order was made on the application of the new tenant. 2006, c. 17, s. 114 (4).

**Contents of notice**

[\(5\)](#) A notice given under subsection (4) shall be in the form approved by the Board and shall set out,

- (a) information about the order made under paragraph 6, 7 or 8 of subsection 30 (1); and
- (b) such other information as is prescribed. 2006, c. 17, s. 114 (5).

**Application by new tenant**

[115. \(1\)](#) A new tenant who was entitled to notice under section 114 may apply to the Board for an order,

- (a) determining the amount of rent that the new tenant may lawfully be charged until the prohibition in the order made under paragraph 6, 7 or 8 of subsection 30 (1) ends;
- (b) determining the amount of rent that the new tenant may lawfully be charged after the prohibition in the order made under paragraph 6, 7 or 8 of subsection 30 (1) ends; and
- (c) requiring the landlord to rebate to the new tenant any rent paid by the new tenant in excess of the rent that the tenant may lawfully be charged. 2006, c. 17, s. 115 (1).

**Time for application**

[\(2\)](#) No order shall be made under subsection (1) unless the application is made not later than one year after the new tenancy agreement takes effect. 2006, c. 17, s. 115 (2).

**Failure to comply with s. 114**

[\(3\)](#) If, in an application under subsection (1), the Board finds that the landlord has not complied with section 114, the Board may order the landlord to pay to the Board an administrative fine not exceeding the greater of \$10,000 and the monetary jurisdiction of the Small Claims Court. 2006, c. 17, s. 115 (3).

**Information to be filed**

(4) If an application is made under subsection (1), the landlord shall file with the Board information as prescribed within the time prescribed. 2006, c. 17, s. 115 (4).

### **Application of s. 135**

(5) Section 135 does not apply to a new tenant with respect to rent paid by the new tenant in excess of the rent that the tenant could lawfully be charged if an application could have been made under subsection (1) for an order requiring the rebate of the excess. 2006, c. 17, s. 115 (5).

## NOTICE OF RENT INCREASE

### **Notice of rent increase required**

**116. (1)** A landlord shall not increase the rent charged to a tenant for a rental unit without first giving the tenant at least 90 days written notice of the landlord's intention to do so. 2006, c. 17, s. 116 (1).

### **Same**

(2) Subsection (1) applies even if the rent charged is increased in accordance with an order under section 126. 2006, c. 17, s. 116 (2).

### **Contents of notice**

(3) The notice shall be in a form approved by the Board and shall set out the landlord's intention to increase the rent and the amount of the new rent. 2006, c. 17, s. 116 (3).

### **Increase void without notice**

(4) An increase in rent is void if the landlord has not given the notice required by this section, and the landlord must give a new notice before the landlord can take the increase. 2006, c. 17, s. 116 (4).

### **Compliance by landlord, no notice required**

**117. (1)** Despite section 116 but subject to subsections (3) and (4), if an order was issued under paragraph 6 of subsection 30 (1) and a new tenancy agreement was entered into while the order remained in effect, no notice of rent increase is required for the landlord to charge an amount that the landlord would have been entitled to charge in the absence of the order. 2006, c. 17, s. 117 (1).

### **Same**

(2) Despite section 116 but subject to subsections (3) and (4), if an order was issued under paragraph 8 of subsection 30 (1), no notice of rent increase is required for the landlord to take a rent increase that the landlord would have been entitled to take in the absence of the order. 2006, c. 17, s. 117 (2).

### **Limitation**

(3) Subsections (1) and (2) apply only where the landlord,

- (a) has completed the items in work orders for which the compliance period has expired and which were found by the Board to be related to a serious breach of a health, safety, housing or maintenance standard; and
- (b) has completed the specified repairs or replacements or other work ordered under paragraph 4 of subsection 30 (1) found by the Board to be related to a serious breach of the landlord's obligations under subsection 20 (1) or section 161. 2006, c. 17, s. 117 (3).

**Effective date**

[\(4\)](#) The authority under subsection (1) or (2) to take an increase or charge an amount without a notice of rent increase is effective on the first day of the rental period following the date that the landlord completed,

- (a) the items in work orders for which the compliance period has expired and which were found by the Board to be related to a serious breach of a health, safety, housing or maintenance standard; and
- (b) the specified repairs or replacements or other work ordered under paragraph 4 of subsection 30 (1) found by the Board to be related to a serious breach of the landlord's obligations under subsection 20 (1) or section 161. 2006, c. 17, s. 117 (4).

**Date of annual increase**

[\(5\)](#) In determining the effective date of the next lawful rent increase under section 119,

- (a) an amount charged under subsection (1) shall be deemed to have been charged at the time the landlord would have been entitled to charge it if the order under paragraph 6 of subsection 30 (1) had not been issued; and
- (b) an increase taken under subsection (2) shall be deemed to have been taken at the time the landlord would have been entitled to take it if the order under paragraph 8 of subsection 30 (1) had not been issued. 2006, c. 17, s. 117 (5).

**Deemed acceptance where no notice of termination**

[118.](#) A tenant who does not give a landlord notice of termination of a tenancy under section 47 after receiving notice of an intended rent increase under section 116 shall be deemed to have accepted whatever rent increase would be allowed under this Act after the landlord and the tenant have exercised their rights under this Act. 2006, c. 17, s. 118.

## 12-MONTH RULE

**12-month rule**

[119. \(1\)](#) A landlord who is lawfully entitled to increase the rent charged to a tenant for a rental unit may do so only if at least 12 months have elapsed,

- (a) since the day of the last rent increase for that tenant in that rental unit, if there has been a previous increase; or
- (b) since the day the rental unit was first rented to that tenant, if clause (a) does not apply. 2006, c. 17, s. 119 (1).

**Exception**

[\(2\)](#) An increase in rent under section 123 shall be deemed not to be an increase in rent for the purposes of this section. 2006, c. 17, s. 119 (2).

## GUIDELINE

**Guideline increase**

[120. \(1\)](#) No landlord may increase the rent charged to a tenant, or to an assignee under section 95, during the term of their tenancy by more than the guideline, except in accordance with section 126 or 127 or an agreement under section 121 or 123. 2006, c. 17, s. 120 (1).

**Guideline**

(2) The guideline for a calendar year is the percentage change from year to year in the Consumer Price Index for Ontario for prices of goods and services as reported monthly by Statistics Canada, averaged over the 12-month period that ends at the end of May of the previous calendar year, rounded to the first decimal point. 2006, c. 17, s. 120 (2).

**Publication of guideline**

(3) The Minister shall determine the guideline for each year in accordance with subsection (2) and shall have the guideline published in *The Ontario Gazette* not later than August 31 of the preceding year. 2006, c. 17, s. 120 (3).

**Transition**

(4) The guideline for the calendar year in which this section comes into force shall be deemed to be the guideline established for that year under the *Tenant Protection Act, 1997*. 2006, c. 17, s. 120 (4).

**Same**

(5) If this section comes into force on or after September 1 in a calendar year, the guideline for the following calendar year shall be deemed to be the guideline established for the following year under the *Tenant Protection Act, 1997*. 2006, c. 17, s. 120 (5).

**AGREEMENTS TO INCREASE OR DECREASE RENT****Agreement**

**121. (1)** A landlord and a tenant may agree to increase the rent charged to the tenant for a rental unit above the guideline if,

- (a) the landlord has carried out or undertakes to carry out a specified capital expenditure in exchange for the rent increase; or
- (b) the landlord has provided or undertakes to provide a new or additional service in exchange for the rent increase. 2006, c. 17, s. 121 (1).

**Form**

(2) An agreement under subsection (1) shall be in the form approved by the Board and shall set out the new rent, the tenant's right under subsection (4) to cancel the agreement and the date the agreement is to take effect. 2006, c. 17, s. 121 (2).

**Maximum increase**

(3) A landlord shall not increase rent charged under this section by more than the guideline plus 3 per cent of the previous lawful rent charged. 2006, c. 17, s. 121 (3).

**Right to cancel**

(4) A tenant who enters into an agreement under this section may cancel the agreement by giving written notice to the landlord within five days after signing it. 2006, c. 17, s. 121 (4).

**Agreement in force**

(5) An agreement under this section may come into force no earlier than six days after it has been signed. 2006, c. 17, s. 121 (5).

**Notice of rent increase not required**

(6) Section 116 does not apply with respect to a rent increase under this section. 2006, c. 17,

s. 121 (6).

### **When prior notice void**

(7) Despite any deemed acceptance of a rent increase under section 118, if a landlord and tenant enter into an agreement under this section, a notice of rent increase given by the landlord to the tenant before the agreement was entered into becomes void when the agreement takes effect, if the notice of rent increase is to take effect on or after the day the agreed to increase is to take effect. 2006, c. 17, s. 121 (7).

### **Tenant application**

**122. (1)** A tenant or former tenant may apply to the Board for relief if the landlord and the tenant or former tenant agreed to an increase in rent under section 121 and,

- (a) the landlord has failed in whole or in part to carry out an undertaking under the agreement;
- (b) the agreement was based on work that the landlord claimed to have done but did not do; or
- (c) the agreement was based on services that the landlord claimed to have provided but did not do so. 2006, c. 17, s. 122 (1).

### **Time limitation**

(2) No application may be made under this section more than two years after the rent increase becomes effective. 2006, c. 17, s. 122 (2).

### **Order**

(3) In an application under this section, the Board may find that some or all of the rent increase above the guideline is invalid from the day on which it took effect and may order the rebate of any money consequently owing to the tenant or former tenant. 2006, c. 17, s. 122 (3).

### **Additional services, etc.**

**123. (1)** A landlord may increase the rent charged to a tenant for a rental unit as prescribed at any time if the landlord and the tenant agree that the landlord will add any of the following with respect to the tenant's occupancy of the rental unit:

1. A parking space.
2. A prescribed service, facility, privilege, accommodation or thing. 2006, c. 17, s. 123 (1).

### **Application**

(2) Subsection (1) applies despite sections 116 and 119 and despite any order under paragraph 6 of subsection 30 (1). 2006, c. 17, s. 123 (2).

### **Coerced agreement void**

**124.** An agreement under section 121 or 123 is void if it has been entered into as a result of coercion or as a result of a false, incomplete or misleading representation by the landlord or an agent of the landlord. 2006, c. 17, s. 124.

### **Decrease in services, etc.**

**125.** A landlord shall decrease the rent charged to a tenant for a rental unit as prescribed if the landlord and the tenant agree that the landlord will cease to provide anything referred to in subsection 123 (1) with respect to the tenant's occupancy of the rental unit. 2006, c. 17, s. 125.

**Application for above guideline increase**

**126. (1)** A landlord may apply to the Board for an order permitting the rent charged to be increased by more than the guideline for any or all of the rental units in a residential complex in any or all of the following cases:

1. An extraordinary increase in the cost for municipal taxes and charges or utilities or both for the residential complex or any building in which the rental units are located.
2. Eligible capital expenditures incurred respecting the residential complex or one or more of the rental units in it.
3. Operating costs related to security services provided in respect of the residential complex or any building in which the rental units are located by persons not employed by the landlord. 2006, c. 17, s. 126 (1).

**Interpretation**

**(2)** In this section,

“extraordinary increase” means extraordinary increase as defined by or determined in accordance with the regulations. 2006, c. 17, s. 126 (2).

**When application made**

**(3)** An application under this section shall be made at least 90 days before the effective date of the first intended rent increase referred to in the application. 2006, c. 17, s. 126 (3).

**Information for tenants**

**(4)** If an application is made under this section that includes a claim for capital expenditures, the landlord shall make information that accompanies the application under subsection 185 (1) available to the tenants of the residential complex in accordance with the prescribed rules. 2006, c. 17, s. 126 (4).

**Rent chargeable before order**

**(5)** If an application is made under this section and the landlord has given a notice of rent increase as required, until an order authorizing the rent increase for the rental unit takes effect, the landlord shall not require the tenant to pay a rent that exceeds the lesser of,

- (a) the new rent specified in the notice; and
- (b) the greatest amount that the landlord could charge without applying for a rent increase. 2006, c. 17, s. 126 (5).

**Tenant may pay full amount**

**(6)** Despite subsection (5), the tenant may choose to pay the amount set out in the notice of rent increase pending the outcome of the landlord’s application and, if the tenant does so, the landlord shall owe to the tenant any amount paid by the tenant exceeding the amount allowed by the order of the Board. 2006, c. 17, s. 126 (6).

**Eligible capital expenditures**

**(7)** Subject to subsections (8) and (9), a capital expenditure is an eligible capital expenditure for the purposes of this section if,

- (a) it is necessary to protect or restore the physical integrity of the residential complex or

part of it;

- (b) it is necessary to comply with subsection 20 (1) or clauses 161 (a) to (e);
- (c) it is necessary to maintain the provision of a plumbing, heating, mechanical, electrical, ventilation or air conditioning system;
- (d) it provides access for persons with disabilities;
- (e) it promotes energy or water conservation; or
- (f) it maintains or improves the security of the residential complex or part of it. 2006, c. 17, s. 126 (7).

### **Exception**

(8) A capital expenditure to replace a system or thing is not an eligible capital expenditure for the purposes of this section if the system or thing that was replaced did not require major repair or replacement, unless the replacement of the system or thing promotes,

- (a) access for persons with disabilities;
- (b) energy or water conservation; or
- (c) security of the residential complex or part of it. 2006, c. 17, s. 126 (8).

### **Same**

(9) A capital expenditure is not an eligible capital expenditure with respect to a rental unit for the purposes of this section if a new tenant entered into a new tenancy agreement in respect of the rental unit and the new tenancy agreement took effect after the capital expenditure was completed. 2006, c. 17, s. 126 (9).

### **Order**

(10) Subject to subsections (11) to (13), in an application under this section, the Board shall make findings in accordance with the prescribed rules with respect to all of the grounds of the application and, if it is satisfied that an order permitting the rent charged to be increased by more than the guideline is justified, shall make an order,

- (a) specifying the percentage by which the rent charged may be increased in addition to the guideline; and
- (b) subject to the prescribed rules, specifying a 12-month period during which an increase permitted by clause (a) may take effect. 2006, c. 17, s. 126 (10).

### **Limitation**

(11) If the Board is satisfied that an order permitting the rent charged to be increased by more than the guideline is justified and that the percentage increase justified, in whole or in part, by operating costs related to security services and by eligible capital expenditures is more than 3 per cent,

- (a) the percentage specified under clause (10) (a) that is attributable to those costs and expenditures shall not be more than 3 per cent; and
- (b) the order made under subsection (10) shall, in accordance with the prescribed rules, specify a percentage by which the rent charged may be increased in addition to the guideline in each of the two 12-month periods following the period specified under



clause (10) (b), but that percentage in each of those periods shall not be more than 3 per cent. 2006, c. 17, s. 126 (11).

### **Serious breach**

(12) Subsection (13) applies to a rental unit if the Board finds that,

(a) the landlord,

- (i) has not completed items in work orders for which the compliance period has expired and which are found by the Board to be related to a serious breach of a health, safety, housing or maintenance standard,
- (ii) has not completed specified repairs or replacements or other work ordered by the Board under paragraph 4 of subsection 30 (1) and found by the Board to be related to a serious breach of the landlord's obligations under subsection 20 (1) or section 161, or
- (iii) is in serious breach of the landlord's obligations under subsection 20 (1) or section 161; and

(b) the rental unit is affected by,

- (i) one or more items referred to in subclause (a) (i) that have not been completed,
- (ii) one or more repairs or replacements or other work referred to in subclause (a) (ii) that has not been completed, or
- (iii) a serious breach referred to in subclause (a) (iii). 2006, c. 17, s. 126 (12).

### **Same**

(13) If this subsection applies to a rental unit, the Board shall,

(a) dismiss the application with respect to the rental unit; or

(b) provide, in any order made under subsection (10), that the rent charged for the rental unit shall not be increased pursuant to the order until the Board is satisfied, on a motion made by the landlord within the time period specified by the Board, on notice to the tenant of the rental unit, that,

- (i) all items referred to in subclause (12) (a) (i) that affect the rental unit have been completed, if a finding was made under that subclause,
- (ii) all repairs, replacements and other work referred to in subclause (12) (a) (ii) that affect the rental unit have been completed, if a finding was made under that subclause, and
- (iii) the serious breach referred to in subclause (12) (a) (iii) no longer affects the rental unit, if a finding was made under that subclause. 2006, c. 17, s. 126 (13).

### **Order not to apply to new tenant**

(14) An order of the Board under subsection (10) with respect to a rental unit ceases to be of any effect on and after the day a new tenant enters into a new tenancy agreement with the landlord in respect of that rental unit if that agreement takes effect on or after the day that is 90 days before the first effective date of a rent increase in the order. 2006, c. 17, s. 126 (14).

### **Two ordered increases**

**127.** Despite clause 126 (11) (b), if an order is made under subsection 126 (10) with respect to a rental unit and a landlord has not yet taken all the increases in rent for the rental unit permissible under a previous order pursuant to clause 126 (11) (b), the landlord may increase the rent for the rental unit in accordance with the prescribed rules. 2006, c. 17, s. 127.

#### REDUCTIONS OF RENT

##### Utilities

**128. (1)** If the Board issues an order under subsection 126 (10) permitting an increase in rent that is due in whole or in part to an extraordinary increase in the cost of utilities,

- (a) the Board shall specify in the order the percentage increase that is attributable to the extraordinary increase; and
- (b) the Board shall include in the order a description of the landlord's obligations under subsections (2) and (3). 2006, c. 17, s. 128 (1).

##### Information for tenant

**(2)** If a landlord increases the rent charged to a tenant for a rental unit pursuant to an order described in subsection (1), the landlord shall, in accordance with the prescribed rules, provide that tenant with information on the total cost of utilities for the residential complex. 2006, c. 17, s. 128 (2).

##### Rent reduction

**(3)** If a landlord increases the rent charged to a tenant for a rental unit pursuant to an order described in subsection (1) and the cost of utilities for the residential complex decreases by more than the prescribed percentage in the prescribed period, the landlord shall reduce the rent charged to that tenant in accordance with the prescribed rules. 2006, c. 17, s. 128 (3).

##### Application

**(4)** This section ceases to apply to a tenant of a rental unit in respect of a utility if the landlord ceases to provide the utility to the rental unit in accordance with this Act or an agreement between the landlord and that tenant. 2006, c. 17, s. 128 (4).

##### Capital expenditures

**129.** If the Board issues an order under subsection 126 (10) permitting an increase in rent that is due in whole or in part to eligible capital expenditures,

- (a) the Board shall specify in the order the percentage increase that is attributable to the eligible capital expenditures;
- (b) the Board shall specify in the order a date, determined in accordance with the prescribed rules, for the purpose of clause (c); and
- (c) the order shall require that,
  - (i) if the rent charged to a tenant for a rental unit is increased pursuant to the order by the maximum percentage permitted by the order and the tenant continues to occupy the rental unit on the date specified under clause (b), the landlord shall, on that date, reduce the rent charged to that tenant by the percentage specified under clause (a); and
  - (ii) if the rent charged to a tenant for a rental unit is increased pursuant to the order by

less than the maximum percentage permitted by the order and the tenant continues to occupy the rental unit on the date specified under clause (b), the landlord shall, on that date, reduce the rent charged to that tenant by a percentage determined in accordance with the prescribed rules that is equal to or lower than the percentage specified under clause (a). 2006, c. 17, s. 129.

### **Reduction in services**

**130. (1)** A tenant of a rental unit may apply to the Board for an order for a reduction of the rent charged for the rental unit due to a reduction or discontinuance in services or facilities provided in respect of the rental unit or the residential complex. 2006, c. 17, s. 130 (1).

### **Same, former tenant**

**(2)** A former tenant of a rental unit may apply under this section as a tenant of the rental unit if the person was affected by the discontinuance or reduction of the services or facilities while the person was a tenant of the rental unit. 2006, c. 17, s. 130 (2).

### **Order re lawful rent**

- (3)** The Board shall make findings in accordance with the prescribed rules and may order,
- (a) that the rent charged be reduced by a specified amount;
  - (b) that there be a rebate to the tenant of any rent found to have been unlawfully collected by the landlord;
  - (c) that the rent charged be reduced by a specified amount for a specified period if there has been a temporary reduction in a service. 2006, c. 17, s. 130 (3).

### **Same**

**(4)** An order under this section reducing rent takes effect on the day that the discontinuance or reduction first occurred. 2006, c. 17, s. 130 (4).

### **Same, time limitation**

**(5)** No application may be made under this section more than one year after a reduction or discontinuance in a service or facility. 2006, c. 17, s. 130 (5).

### **Municipal taxes**

**131. (1)** If the municipal property tax for a residential complex is reduced by more than the prescribed percentage, the lawful rent for each of the rental units in the complex is reduced in accordance with the prescribed rules. 2006, c. 17, s. 131 (1).

### **Effective date**

**(2)** The rent reduction shall take effect on the date determined by the prescribed rules, whether or not notice has been given under subsection (3). 2006, c. 17, s. 131 (2).

### **Notice**

**(3)** If, for a residential complex with at least the prescribed number of rental units, the rents that the tenants are required to pay are reduced under subsection (1), the local municipality in which the residential complex is located shall, within the prescribed period and by the prescribed method of service, notify the landlord and all of the tenants of the residential complex of that fact. 2006, c. 17, s. 131 (3).

### **Same**

- (4)** The notice shall be in writing in a form approved by the Board and shall,

- (a) inform the tenants that their rent is reduced;
- (b) set out the percentage by which their rent is reduced and the date the reduction takes effect;
- (c) inform the tenants that if the rent is not reduced in accordance with the notice they may apply to the Board under section 135 for the return of money illegally collected; and
- (d) advise the landlord and the tenants of their right to apply for an order under section 132. 2006, c. 17, s. 131 (4).

### Same

(5) A local municipality that gives a notice under this section shall, on request, give a copy to the Board or to the Ministry. 2006, c. 17, s. 131 (5).

### Application for variation

**132. (1)** A landlord or a tenant may apply to the Board under the prescribed circumstances for an order varying the amount by which the rent charged is to be reduced under section 131. 2006, c. 17, s. 132 (1).

### Same

(2) An application under subsection (1) must be made within the prescribed time. 2006, c. 17, s. 132 (2).

### Determination and order

(3) The Board shall determine an application under this section in accordance with the prescribed rules and shall issue an order setting out the percentage of the rent reduction. 2006, c. 17, s. 132 (3).

### Same

(4) An order under this section shall take effect on the effective date determined under subsection 131 (2). 2006, c. 17, s. 132 (4).

### Application, reduction in municipal taxes

**133. (1)** A tenant of a rental unit may apply to the Board for an order for a reduction of the rent charged for the rental unit due to a reduction in the municipal taxes and charges for the residential complex. 2006, c. 17, s. 133 (1).

### Order

(2) The Board shall make findings in accordance with the prescribed rules and may order that the rent charged for the rental unit be reduced. 2006, c. 17, s. 133 (2).

### Effective date

(3) An order under this section takes effect on a date determined in accordance with the prescribed rules. 2006, c. 17, s. 133 (3).

## ILLEGAL ADDITIONAL CHARGES

### Additional charges prohibited

**134. (1)** Unless otherwise prescribed, no landlord shall, directly or indirectly, with respect to any rental unit,

- (a) collect or require or attempt to collect or require from a tenant or prospective tenant of the rental unit a fee, premium, commission, bonus, penalty, key deposit or other like

amount of money whether or not the money is refundable;

- (b) require or attempt to require a tenant or prospective tenant to pay any consideration for goods or services as a condition for granting the tenancy or continuing to permit occupancy of a rental unit if that consideration is in addition to the rent the tenant is lawfully required to pay to the landlord; or
- (c) rent any portion of the rental unit for a rent which, together with all other rents payable for all other portions of the rental unit, is a sum that is greater than the rent the landlord may lawfully charge for the rental unit. 2006, c. 17, s. 134 (1).

### **Same**

(2) No superintendent, property manager or other person who acts on behalf of a landlord with respect to a rental unit shall, directly or indirectly, with or without the authority of the landlord, do any of the things mentioned in clause (1) (a), (b) or (c) with respect to that rental unit. 2006, c. 17, s. 134 (2).

### **Same**

(3) Unless otherwise prescribed, no tenant and no person acting on behalf of the tenant shall, directly or indirectly,

- (a) sublet a rental unit for a rent that is payable by one or more subtenants and that is greater than the rent that is lawfully charged by the landlord for the rental unit;
- (b) collect or require or attempt to collect or require from any person any fee, premium, commission, bonus, penalty, key deposit or other like amount of money, for subletting a rental unit, for surrendering occupancy of a rental unit or for otherwise parting with possession of a rental unit; or
- (c) require or attempt to require a person to pay any consideration for goods or services as a condition for the subletting, assignment or surrender of occupancy or possession in addition to the rent the person is lawfully required to pay to the tenant or landlord. 2006, c. 17, s. 134 (3).

## MONEY COLLECTED ILLEGALLY

### **Money collected illegally**

**135. (1)** A tenant or former tenant of a rental unit may apply to the Board for an order that the landlord, superintendent or agent of the landlord pay to the tenant any money the person collected or retained in contravention of this Act or the *Tenant Protection Act, 1997*. 2006, c. 17, s. 135 (1).

### **Prospective tenants**

(2) A prospective tenant may apply to the Board for an order under subsection (1). 2006, c. 17, s. 135 (2).

### **Subtenants**

(3) A subtenant may apply to the Board for an order under subsection (1) as if the subtenant were the tenant and the tenant were the landlord. 2006, c. 17, s. 135 (3).

### **Time limitation**

(4) No order shall be made under this section with respect to an application filed more than

one year after the person collected or retained money in contravention of this Act or the *Tenant Protection Act, 1997*. 2006, c. 17, s. 135 (4).

### **Rent deemed lawful**

**136. (1)** Rent charged one or more years earlier shall be deemed to be lawful rent unless an application has been made within one year after the date that amount was first charged and the lawfulness of the rent charged is in issue in the application. 2006, c. 17, s. 136 (1).

### **Increase deemed lawful**

**(2)** An increase in rent shall be deemed to be lawful unless an application has been made within one year after the date the increase was first charged and the lawfulness of the rent increase is in issue in the application. 2006, c. 17, s. 136 (2).

### **s. 122 prevails**

**(3)** Nothing in this section shall be interpreted to deprive a tenant of the right to apply for and get relief in an application under section 122 within the time period set out in that section. 2006, c. 17, s. 136 (3).

## **PART VIII SUITE METERS AND APPORTIONMENT OF UTILITY COSTS**

### **Suite meters**

**137. (1)** In this section,

“meter” has the same meaning as in Part III of the *Energy Consumer Protection Act, 2010*;  
 (“compteur”)

“suite meter” has the same meaning as in Part III of the *Energy Consumer Protection Act, 2010*;  
 (“compteur individuel”)

“suite meter provider” has the same meaning as in Part III of the *Energy Consumer Protection Act, 2010*. (“fournisseur de compteurs individuels”) 2010, c. 8, s. 39 (1).

### **Interruption in supply**

**(2)** A landlord who has the obligation under a tenancy agreement to supply electricity may interrupt the supply of electricity to a rental unit when a suite meter is installed if,

- (a) the suite meter is installed by a suite meter provider;
- (b) the supply of electricity is interrupted only for the minimum length of time necessary to install the suite meter; and
- (c) the landlord provides adequate notice to the tenant in accordance with the prescribed rules. 2010, c. 8, s. 39 (1).

### **Termination of obligation to supply electricity**

**(3)** Subject to subsections (4) and (5), if a meter or a suite meter is installed in respect of a rental unit, a landlord who has the obligation under a tenancy agreement to supply electricity to the rental unit may terminate that obligation by,

- (a) obtaining the written consent of the tenant in the form approved by the Board;
- (b) providing adequate notice of the termination of the obligation to the tenant in accordance with the prescribed rules; and

- (c) reducing the rent, in the prescribed circumstances and in accordance with the prescribed rules, by an amount that accounts for the cost of electricity consumption and related costs. 2010, c. 8, s. 39 (1).

### **Information for tenants**

(4) A landlord shall not terminate an obligation to supply electricity under subsection (3) unless, before obtaining the written consent of the tenant, the landlord has provided the tenant with the prescribed information. 2010, c. 8, s. 39 (1).

### **Limitation**

(5) Where the primary source of heat in the unit is generated by means of electricity, a landlord may terminate an obligation to supply electricity under subsection (3) in the prescribed circumstances, solely if the landlord meets the prescribed conditions. 2010, c. 8, s. 39 (1).

### **Revising agreements**

(6) The tenant may, within the prescribed time and in the prescribed circumstances, request that the landlord adjust the rent reduction provided under subsection (3) based on the prescribed rules and the landlord shall adjust the rent and provide a rebate based on the prescribed rules. 2010, c. 8, s. 39 (1).

### **Information for prospective tenants**

(7) Except under the prescribed circumstances, if a suite meter is installed in respect of a rental unit, the landlord shall, before entering into a tenancy agreement with a prospective tenant for the unit, provide the prospective tenant with the following information in the form approved by the Board:

1. The most recent information available to the landlord for the prescribed period from the suite meter provider concerning electricity consumption in the rental unit.
2. If the rental unit was vacant during any part of the period to which the information referred to in paragraph 1 applies, a statement of the period that the rental unit was vacant.
3. Such other information as is prescribed. 2010, c. 8, s. 39 (1).

### **Other circumstances where information required**

(8) If a meter or a suite meter is installed in respect of a rental unit, a landlord shall, before entering into a tenancy agreement with a prospective tenant for a rental unit, provide the prospective tenant with the information required under subsection (7) or with such portion of the information required under subsection (7) as may be prescribed, in such other circumstances as are prescribed. 2010, c. 8, s. 39 (1).

### **Electricity conservation and efficiency obligations**

(9) If a suite meter is installed in respect of a rental unit and the obligation of the landlord to supply electricity has been terminated, the landlord shall, in accordance with the prescribed rules,

- (a) ensure that any appliances provided for the rental unit by the landlord satisfy the prescribed requirements relating to electricity conservation and efficiency;
- (b) ensure that other aspects of the rental unit satisfy the prescribed requirements relating to electricity conservation and efficiency; and
- (c) ensure that other prescribed requirements relating to electricity conservation and efficiency are complied with. 2010, c. 8, s. 39 (1).

**Same, other prescribed circumstances**

(10) If a meter or a suite meter is installed in respect of a rental unit, a landlord shall comply with the electricity conservation and efficiency obligations referred to in subsection (9) in such other circumstances as are prescribed. 2010, c. 8, s. 39 (1).

**Tenant's application**

(11) A tenant or a former tenant of a rental unit may apply to the Board in the prescribed circumstances for an order determining whether the landlord has breached an obligation under this section. 2010, c. 8, s. 39 (1).

**Order, general**

(12) If the Board determines in an application under subsection (11) that a landlord has breached an obligation under subsection (2), (6), (7), (8), (9) or (10), the Board may do one or more of the following:

1. Order an abatement of rent.
2. Authorize a repair or replacement that has been or is to be made, or work that has been or is to be done, and order its cost to be paid by the landlord to the tenant.
3. Order the landlord to do specified repairs or replacements or other work within a specified time.
4. Order that the rent charged be reduced by a specified amount and order the appropriate rebate.
5. Make any other order that it considers appropriate. 2010, c. 8, s. 39 (1).

**Order, breach of subs. (3), (4) or (5)**

(13) If the Board determines in an application under subsection (11) that a landlord has breached an obligation under subsection (3), (4) or (5), the Board may, in addition to the remedies set out in subsection (12), do one or more of the following:

1. Terminate the tenancy.
2. Order that the landlord assume the obligation to supply electricity to the rental unit and set the new rent that can be charged. 2010, c. 8, s. 39 (1).

**Eviction with termination order**

(14) If the Board makes an order terminating a tenancy under paragraph 1 of subsection (13), the Board may order that the tenant be evicted, effective not earlier than the termination date specified in the order. 2010, c. 8, s. 39 (1).

**Determination re capital expenditures**

(15) Except under the prescribed circumstances, for the purpose of section 126, a capital expenditure is not an eligible capital expenditure if,

- (a) a meter or a suite meter was installed in respect of a residential complex before the capital expenditure was made;
- (b) the capital expenditure failed to promote the conservation of electricity or the more efficient use of electricity; and
- (c) the purpose for which the capital expenditure was made could reasonably have been achieved by making a capital expenditure that promoted the conservation of electricity or



the more efficient use of electricity. 2010, c. 8, s. 39 (1).

### **Charges, fees and security deposits**

(16) Where a meter or suite meter is installed in respect of a rental unit and the tenant is responsible for the payment for the supply of electricity, sections 134 and 135 have no application to charges, fees or security deposits that are required to be paid for the supply of electricity and any amount paid for the supply of electricity shall not be considered to be an amount of consideration or a service that falls within the definition of “rent” in subsection 2 (1). 2010, c. 8, s. 39 (1).

### **Interference with a vital service, reasonable enjoyment**

(17) Where a meter or a suite meter is installed in respect of a rental unit and the tenant is responsible for the payment for the supply of electricity and a landlord, landlord’s agent or a suite meter provider is attempting to enforce the rights or obligations afforded them under this section or under section 31 of the *Electricity Act, 1998*, electricity is deemed not to be a vital service within the meaning of section 21 and any interference with the supply of electricity is deemed not to be an interference with the tenant’s reasonable enjoyment within the meaning of sections 22 and 235. 2010, c. 8, s. 39 (1).

### **Lease provisions void**

(18) A provision in a tenancy agreement which purports to provide that a tenant has consented or will consent to the termination of the obligation of the landlord to supply electricity to the rental unit on a future date or otherwise purports to provide terms which are inconsistent with the provisions contained in this section is void. 2010, c. 8, s. 39 (1).

### **Apportionment of utility costs**

**138. (1)** A landlord of a building containing not more than six rental units who supplies a utility to each of the rental units in the building may, with the written consent of the tenant, charge the tenant a portion of the cost of the utility in accordance with the prescribed rules if,

- (a) the landlord provides adequate notice to the tenant in accordance with the prescribed rules; and
- (b) the rent for the rental unit is reduced in accordance with the prescribed rules. 2010, c. 8, s. 39 (1).

### **Not a service**

(2) If a landlord charges a tenant a portion of the cost of a utility in accordance with subsection (1), the utility shall not be considered a service that falls within the definition of “rent” in subsection 2 (1). 2010, c. 8, s. 39 (1).

### **Termination of tenancy prohibited**

(3) If a landlord charges a tenant a portion of the cost of a utility in accordance with subsection (1), the landlord shall not serve a notice of termination under section 59 or make an application to the Board for an order under section 69 or 87 if the notice or application is based on the tenant’s failure to pay the utility charge. 2010, c. 8, s. 39 (1).

### **Information for prospective tenants**

(4) If a landlord charges tenants a portion of the cost of a utility, the landlord shall, before entering into a tenancy agreement with a prospective tenant, provide the prospective tenant with the following information:

1. The portion of the cost of the utility that is applicable to the rental unit that would be occupied by the prospective tenant, expressed as a percentage of the total cost of the utility.
2. The total cost of the utility for the building for the prescribed period for which the landlord has information on the cost of the utility.
3. If any part of the building was vacant during any part of the period to which the information referred to in paragraph 2 applies, a statement of which part of the building was vacant and of the period that it was vacant.
4. Such other information as is prescribed. 2010, c. 8, s. 39 (1).

### **Utility conservation and efficiency obligations**

(5) If a landlord charges a tenant a portion of the cost of a utility, the landlord shall, in accordance with the prescribed rules,

- (a) ensure that any appliances provided by the landlord satisfy the prescribed requirements relating to conservation and efficient use of the utility;
- (b) ensure that other aspects of the rental unit satisfy the prescribed requirements relating to conservation and efficient use of the utility; and
- (c) ensure that other prescribed requirements relating to conservation and efficient use of the utility are complied with. 2010, c. 8, s. 39 (1).

### **Tenant's application**

(6) A tenant or a former tenant of a rental unit may apply to the Board in the prescribed circumstances for an order determining whether the landlord has breached an obligation under this section. 2010, c. 8, s. 39 (1).

### **Order, general**

(7) If the Board determines in an application under subsection (6) that a landlord has breached an obligation under subsection (4) or (5), the Board may do one or more of the following:

1. Order an abatement of rent.
2. Authorize a repair or replacement that has been or is to be made, or work that has been or is to be done, and order its cost to be paid by the landlord to the tenant.
3. Order the landlord to do specified repairs or replacements or other work within a specified time.
4. Order that the rent charged be reduced by a specified amount and order the appropriate rebate.
5. Make any other order that it considers appropriate. 2010, c. 8, s. 39 (1).

### **Order, breach of subs. (1)**

(8) If the Board determines in an application under subsection (6) that a landlord has breached an obligation under subsection (1), the Board may, in addition to the remedies set out in subsection (7), do one or more of the following:

1. Terminate the tenancy.
2. Order that the landlord assume the obligation to supply the utility to the rental unit and set

the new rent that can be charged. 2010, c. 8, s. 39 (1).

### **Eviction with termination order**

(9) If the Board makes an order terminating a tenancy under paragraph 1 of subsection (8), the Board may order that the tenant be evicted, effective not earlier than the termination date specified in the order. 2010, c. 8, s. 39 (1).

### **Determination re capital expenditures**

(10) For the purpose of section 126, a capital expenditure is not an eligible capital expenditure if,

- (a) the landlord charged tenants a portion of the cost of a utility before the capital expenditure was made;
- (b) the capital expenditure failed to promote the conservation or more efficient use of the utility; and
- (c) the purpose for which the capital expenditure was made could reasonably have been achieved by making a capital expenditure that promoted the conservation or more efficient use of the utility. 2010, c. 8, s. 39 (1).

## **PART IX CARE HOMES**

### RESPONSIBILITIES OF LANDLORDS AND TENANTS

#### **Agreement required**

**139. (1)** There shall be a written tenancy agreement relating to the tenancy of every tenant in a care home. 2006, c. 17, s. 139 (1).

#### **Contents of agreement**

(2) The agreement shall set out what has been agreed to with respect to care services and meals and the charges for them. 2006, c. 17, s. 139 (2).

#### **Compliance**

(3) If, on application by a tenant, the Board determines that subsection (1) or (2) has not been complied with, the Board may make an order for an abatement of rent. 2006, c. 17, s. 139 (3).

#### **Information to tenant**

**140. (1)** Before entering into a tenancy agreement with a new tenant in a care home, the landlord shall give to the new tenant an information package containing the prescribed information. 2006, c. 17, s. 140 (1).

#### **Effect of non-compliance**

(2) The landlord shall not give a notice of rent increase or a notice of increase of a charge for providing a care service or meals until after giving the required information package to the tenant. 2006, c. 17, s. 140 (2).

#### **Tenancy agreement: consultation, cancellation**

##### **Tenancy agreement: right to consult**

**141. (1)** Every tenancy agreement relating to the tenancy of a tenant in a care home shall contain a statement that the tenant has the right to consult a third party with respect to the agreement and to cancel the agreement within five days after the agreement has been entered into.

2006, c. 17, s. 141 (1).

### **Cancellation**

(2) The tenant may cancel the tenancy agreement by written notice to the landlord within five days after entering into it. 2006, c. 17, s. 141 (2).

### **Entry to check condition of tenant**

**142. (1)** Despite section 25, a landlord may enter a rental unit in a care home at regular intervals to check the condition of a tenant in accordance with the tenancy agreement if the agreement requires the landlord to do so. 2006, c. 17, s. 142 (1).

### **Right to revoke provision**

(2) A tenant whose tenancy agreement contains a provision requiring the landlord to regularly check the condition of the tenant may unilaterally revoke that provision by written notice to the landlord. 2006, c. 17, s. 142 (2).

### **Assignment, subletting in care homes**

**143.** A landlord may withhold consent to an assignment or subletting of a rental unit in a care home if the effect of the assignment or subletting would be to admit a person to the care home contrary to the admission requirements or guidelines set by the landlord. 2006, c. 17, s. 143.

### **Notice of termination**

**144. (1)** A landlord may, by notice, terminate the tenancy of a tenant in a care home if,

- (a) the rental unit was occupied solely for the purpose of receiving rehabilitative or therapeutic services agreed upon by the tenant and the landlord;
- (b) no other tenant of the care home occupying a rental unit solely for the purpose of receiving rehabilitative or therapeutic services is permitted to live there for longer than the prescribed period; and
- (c) the period of tenancy agreed to has expired. 2006, c. 17, s. 144 (1).

### **Period of notice**

(2) The date for termination specified in the notice shall be at least the number of days after the date the notice is given that is set out in section 44 and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term. 2006, c. 17, s. 144 (2).

### **Termination, care homes**

**145. (1)** Despite section 44, a tenant of a care home may terminate a tenancy at any time by giving at least 30 days notice of termination to the landlord. 2006, c. 17, s. 145 (1).

### **Care services and meals**

(2) A tenant who terminates a tenancy under subsection (1) may require the landlord to stop the provision of care services and meals before the date the tenancy terminates by giving at least 10 days notice to the landlord. 2006, c. 17, s. 145 (2).

### **Same**

(3) The tenant has no obligation to pay for care services and meals that would otherwise have been provided under the tenancy agreement after the date the landlord is required to stop the provision of care services and meals under subsection (2). 2006, c. 17, s. 145 (3).

### **Same**

(4) The estate of a tenant has no obligation to pay for care services and meals that would otherwise have been provided under the tenancy agreement more than 10 days after the death of the tenant. 2006, c. 17, s. 145 (4).

### **Notice of termination, demolition, conversion or repairs**

**146. (1)** A landlord who gives a tenant of a care home a notice of termination under section 50 shall make reasonable efforts to find appropriate alternate accommodation for the tenant. 2006, c. 17, s. 146 (1).

### **Same**

(2) Sections 52 and 54 do not apply with respect to a tenant of a care home who receives a notice of termination under section 50 and chooses to take alternate accommodation found by the landlord for the tenant under subsection (1). 2006, c. 17, s. 146 (2); 2009, c. 33, Sched. 21, s. 11 (7).

### **External care providers**

**147.** A landlord shall not,

- (a) do anything to prevent a tenant of a care home from obtaining care services from a person of the tenant's choice that are in addition to care services provided under the tenancy agreement; or
- (b) interfere with the provision of care services to a tenant of a care home, by a person of the tenant's choice, that are in addition to care services provided under the tenancy agreement. 2006, c. 17, s. 147.

### TRANSFERRING TENANCY

### **Transferring tenancy**

#### **Application**

**148. (1)** A landlord may apply to the Board for an order transferring a tenant out of a care home and evicting the tenant if,

- (a) the tenant no longer requires the level of care provided by the landlord; or
- (b) the tenant requires a level of care that the landlord is not able to provide. 2006, c. 17, s. 148 (1).

#### **Order**

- (2) The Board may issue an order under clause (1) (b) only if it is satisfied that,
- (a) appropriate alternate accommodation is available for the tenant; and
  - (b) the level of care that the landlord is able to provide when combined with the community based services provided to the tenant in the care home cannot meet the tenant's care needs. 2006, c. 17, s. 148 (2).

### **Mandatory mediation**

(3) If a dispute arises, the dispute shall be sent to mediation before the Board makes an order. 2006, c. 17, s. 148 (3).

### **Same**

(4) If the landlord fails to participate in the mediation, the Board may dismiss the landlord's application. 2006, c. 17, s. 148 (4).

## RULES RELATED TO RENT AND OTHER CHARGES

**Rent in care home**

**149.** If there is more than one tenancy agreement for a rental unit in a care home, the provisions of Part VII apply, subject to subsection 6 (2), with respect to each tenancy agreement as if it were an agreement for a separate rental unit. 2006, c. 17, s. 149.

**Notice of increased charges**

**150. (1)** A landlord shall not increase a charge for providing a care service or meals to a tenant of a rental unit in a care home without first giving the tenant at least 90 days notice of the landlord's intention to do so. 2006, c. 17, s. 150 (1).

**Contents of notice**

**(2)** The notice shall be in writing in the form approved by the Board and shall set out the landlord's intention to increase the charge and the new charges for care services and meals. 2006, c. 17, s. 150 (2).

**Effect of non-compliance**

**(3)** An increase in a charge for a care service or meals is void if the landlord has not given the notice required by this section, and the landlord must give a new notice before the landlord can take the increase. 2006, c. 17, s. 150 (3).

**Certain charges permitted**

**151. (1)** Nothing in subsection 134 (1) limits the right of a landlord to charge a tenant of a rental unit in a care home for providing care services or meals to the tenant so long as the landlord has complied with the requirements of sections 140 and 150. 2006, c. 17, s. 151 (1).

**Same**

**(2)** Nothing in subsection 134 (3) limits the right of a tenant or a person acting on behalf of a tenant to charge a subtenant of a rental unit in a care home for providing care services or meals to the subtenant. 2006, c. 17, s. 151 (2).

**PART X****MOBILE HOME PARKS AND LAND LEASE COMMUNITIES****GENERAL****Application**

**152. (1)** This Part applies with respect to tenancies in mobile home parks. 2006, c. 17, s. 152 (1).

**Same; land lease communities**

**(2)** This Part applies with necessary modifications with respect to tenancies in land lease communities, as if the tenancies were in mobile home parks. 2006, c. 17, s. 152 (2).

**Interpretation**

**153.** A reference in this Part to a tenant's mobile home shall be interpreted to be a reference to a mobile home owned by the tenant and situated within a mobile home park of the landlord with whom the tenant has a tenancy agreement. 2006, c. 17, s. 153.

**RESPONSIBILITIES OF LANDLORDS AND TENANTS**

**Park rules**

- 154. (1)** If a landlord establishes rules for a mobile home park,
- (a) the landlord shall provide a written copy of the rules to each tenant; and
  - (b) the landlord shall inform each tenant in writing of any change to the rules. 2006, c. 17, s. 154 (1).

**Failure to comply**

- (2)** Until a landlord has complied with clause (1) (a) or (b), as the case may be,
- (a) the tenant's obligation to pay rent is suspended; and
  - (b) the landlord shall not require the tenant to pay rent. 2006, c. 17, s. 154 (2).

**After compliance**

**(3)** After the landlord has complied with clause (1) (a) or (b), as the case may be, the landlord may require the tenant to pay any rent withheld by the tenant under subsection (2). 2006, c. 17, s. 154 (3).

**Information about property assessment**

**155. (1)** If a tenant is obligated to pay a landlord an amount to reimburse the landlord for property taxes paid by the landlord with respect to a mobile home owned by the tenant and the landlord obtains information from the Municipal Property Assessment Corporation with respect to the value of the mobile home for assessment purposes, the landlord shall promptly provide the tenant with a copy of that information. 2006, c. 17, s. 155 (1).

**Suspension of tenant's obligation to pay**

**(2)** A tenant's obligation to pay the landlord an amount to reimburse the landlord for property taxes paid by the landlord with respect to a mobile home owned by the tenant is suspended, and the landlord shall not require the tenant to pay that amount, if,

- (a) the landlord has failed to comply with subsection (1) with respect to the most recent information obtained by the landlord from the Municipal Property Assessment Corporation; or
- (b) the landlord has not, in the previous 12 months, obtained written information from the Municipal Property Assessment Corporation with respect to the value of the mobile home for assessment purposes. 2006, c. 17, s. 155 (2).

**Exception**

**(3)** Clause (2) (b) does not apply if the landlord has made reasonable efforts in the previous 12 months to obtain written information from the Municipal Property Assessment Corporation with respect to the value of the mobile home for assessment purposes but has been unable to obtain the information. 2006, c. 17, s. 155 (3).

**After compliance**

- (4)** The landlord may require the tenant to pay any amount withheld by the tenant under subsection (2) after,
- (a) complying with subsection (1), if clause (2) (a) applied; or
  - (b) obtaining written information from the Municipal Property Assessment Corporation with respect to the value of the mobile home for assessment purposes and complying with

subsection (1), if clause (2) (b) applied. 2006, c. 17, s. 155 (4).

### **Tenant's right to sell, etc.**

**156. (1)** A tenant has the right to sell or lease his or her mobile home without the landlord's consent. 2006, c. 17, s. 156 (1).

### **Landlord as agent**

**(2)** A landlord may act as the agent of a tenant in negotiations to sell or lease a mobile home only in accordance with a written agency contract entered into for the purpose of beginning those negotiations. 2006, c. 17, s. 156 (2).

### **Same**

**(3)** A provision in a tenancy agreement requiring a tenant who owns a mobile home to use the landlord as an agent for the sale of the mobile home is void. 2006, c. 17, s. 156 (3).

### **Landlord's right of first refusal**

**157. (1)** This section applies if a tenancy agreement with respect to a mobile home contains a provision prohibiting the tenant from selling the mobile home without first offering to sell it to the landlord. 2006, c. 17, s. 157 (1).

### **Same**

**(2)** If a tenant receives an acceptable offer to purchase a mobile home, the landlord has a right of first refusal to purchase the mobile home at the price and subject to the terms and conditions in the offer. 2006, c. 17, s. 157 (2).

### **Same**

**(3)** A tenant shall give a landlord at least 72 hours notice of a person's offer to purchase a mobile home before accepting the person's offer. 2006, c. 17, s. 157 (3).

### **Landlord's purchase at reduced price**

**(4)** If a provision described in subsection (1) permits a landlord to purchase a mobile home at a price that is less than the one contained in a prospective purchaser's offer to purchase, the landlord may exercise the option to purchase the mobile home, but the provision is void with respect to the landlord's right to purchase the mobile home at the lesser price. 2006, c. 17, s. 157 (4).

### **Advertising a sale**

#### **For sale signs**

**158. (1)** A landlord shall not prevent a tenant who owns a mobile home from placing in a window of the mobile home a sign that the home is for sale, unless the landlord does so in accordance with subsection (2). 2006, c. 17, s. 158 (1).

#### **Alternative method of advertising a sale**

**(2)** A landlord may prevent a tenant who owns a mobile home from placing a for sale sign in a window of a mobile home if all of the following conditions are met:

1. The prohibition applies to all tenants in the mobile home park.
2. The landlord provides a bulletin board for the purpose of placing for sale advertisements.
3. The bulletin board is provided to all tenants in the mobile home park free of charge.
4. The bulletin board is placed in a prominent place and is accessible to the public at all



reasonable times. 2006, c. 17, s. 158 (2).

### **Assignment**

**159. (1)** If a tenant has sold or entered into an agreement to sell the tenant's mobile home and the tenant asks the landlord to consent to the assignment of the site for the mobile home to the purchaser of the mobile home,

- (a) clause 95 (3) (c) does not apply; and
- (b) the landlord may not refuse consent to the assignment unless, on application under subsection (2), the Board determines that the landlord's grounds for refusing consent are reasonable. 2006, c. 17, s. 159 (1).

### **Time for application**

**(2)** The landlord may apply to the Board, within 15 days after the tenant asks the landlord to consent to the assignment, for a determination of whether the landlord's grounds for refusing consent are reasonable. 2006, c. 17, s. 159 (2).

### **Contents of application**

**(3)** The landlord shall set out in the application the landlord's grounds for refusing consent. 2006, c. 17, s. 159 (3).

### **Deemed consent**

**(4)** If the landlord does not apply to the Board in accordance with subsections (2) and (3), or the Board determines that the landlord's grounds for refusing consent are not reasonable, the landlord shall be deemed to have consented to the assignment. 2006, c. 17, s. 159 (4).

### **Restraint of trade prohibited**

**160. (1)** A landlord shall not restrict the right of a tenant to purchase goods or services from the person of his or her choice, except as provided in subsection (2). 2006, c. 17, s. 160 (1).

### **Standards**

**(2)** A landlord may set reasonable standards for mobile home equipment. 2006, c. 17, s. 160 (2).

### **Responsibility of landlord**

- 161.** In addition to a landlord's obligations under section 20, a landlord is responsible for,
- (a) removing or disposing of garbage or ensuring the availability of a means for removing or disposing of garbage in the mobile home park at reasonable intervals;
  - (b) maintaining mobile home park roads in a good state of repair;
  - (c) removing snow from mobile home park roads;
  - (d) maintaining the water supply, sewage disposal, fuel, drainage and electrical systems in the mobile home park in a good state of repair;
  - (e) maintaining the mobile home park grounds and all buildings, structures, enclosures and equipment intended for the common use of tenants in a good state of repair; and
  - (f) repairing damage to a tenant's property, if the damage is caused by the wilful or negligent conduct of the landlord. 2006, c. 17, s. 161.

**Mobile home abandoned**

**162. (1)** This section applies if,

- (a) the tenant has vacated the mobile home in accordance with,
  - (i) a notice of termination of the landlord or the tenant,
  - (ii) an agreement between the landlord and tenant to terminate the tenancy, or
  - (iii) an order of the Board terminating the tenancy or evicting the tenant; or
- (b) the landlord has applied for an order under section 79 and the Board has made an order terminating the tenancy. 2006, c. 17, s. 162 (1).

**Notice to tenant**

**(2)** The landlord shall not dispose of a mobile home without first notifying the tenant of the landlord's intention to do so,

- (a) by registered mail, sent to the tenant's last known mailing address; and
- (b) by causing a notice to be published in a newspaper having general circulation in the locality in which the mobile home park is located. 2006, c. 17, s. 162 (2).

**Landlord may dispose of mobile home**

**(3)** The landlord may sell, retain for the landlord's own use or dispose of a mobile home in the circumstances described in subsection (1) beginning 60 days after the notices referred to in subsection (2) have been given if the tenant has not made a claim with respect to the landlord's intended disposal. 2006, c. 17, s. 162 (3).

**Same**

**(4)** If, within six months after the day the notices have been given under subsection (2), the tenant makes a claim for a mobile home which the landlord has already sold, the landlord shall pay to the tenant the amount by which the proceeds of sale exceed the sum of,

- (a) the landlord's reasonable out-of-pocket expenses incurred with respect to the mobile home; and
- (b) any arrears of rent of the tenant. 2006, c. 17, s. 162 (4).

**Same**

**(5)** If, within six months after the day the notices have been given under subsection (2), the tenant makes a claim for a mobile home which the landlord has retained for the landlord's own use, the landlord shall return the mobile home to the tenant. 2006, c. 17, s. 162 (5).

**Same**

**(6)** Before returning a mobile home to a tenant who claims it within the 60 days referred to in subsection (3) or the six months referred to in subsection (5), the landlord may require the tenant to pay the landlord for arrears of rent and any reasonable expenses incurred by the landlord with respect to the mobile home. 2006, c. 17, s. 162 (6).

**No liability**

**(7)** Subject to subsection (4) or (5), a landlord is not liable to any person for selling, retaining or otherwise disposing of a tenant's mobile home in accordance with this section. 2006, c. 17, s. 162 (7).

**Death of mobile home owner**

**163.** Sections 91 and 92 do not apply if the tenant owns the mobile home. 2006, c. 17, s. 163.

**Termination under s. 50**

**164. (1)** If a notice of termination is given under section 50 with respect to a tenancy agreement between the landlord and a tenant who owns a mobile home, the date for termination specified in the notice shall, despite subsection 50 (2), be at least one year after the date the notice is given and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term. 2006, c. 17, s. 164 (1).

**Same**

**(2)** If a notice of termination is given under section 50 with respect to a tenancy agreement between the landlord and a tenant who owns a mobile home and the tenant is entitled to compensation under section 52, 54 or 55, the amount of the compensation shall, despite those sections, be equal to the lesser of the following amounts:

1. One year's rent.
2. \$3,000 or the prescribed amount, whichever is greater. 2006, c. 17, s. 164 (2).

RULES RELATED TO RENT AND OTHER CHARGES

**Assignment of existing tenancy agreement**

**165.** Despite subsection 95 (8), if a tenancy agreement for a site for a mobile home is assigned and the assignee purchases or enters into an agreement to purchase the former tenant's mobile home, the landlord may increase the rent payable by the assignee under the tenancy agreement by not more than the prescribed amount. 2006, c. 17, s. 165.

**Entrance and exit fees limited**

**166.** A landlord shall not charge for any of the following matters, except to the extent of the landlord's reasonable out-of-pocket expenses incurred with regard to those matters:

1. The entry of a mobile home into a mobile home park.
2. The exit of a mobile home from a mobile home park.
3. The installation of a mobile home in a mobile home park.
4. The removal of a mobile home from a mobile home park.
5. The testing of water or sewage in a mobile home park. 2006, c. 17, s. 166.

**Increased capital expenditures**

**167. (1)** If the Board finds that a capital expenditure is for infrastructure work required to be carried out by the Government of Canada or Ontario or a municipality or an agency of any of them, despite subsection 126 (11), the Board may determine the number of years over which the rent increase justified by that capital expenditure may be taken. 2006, c. 17, s. 167 (1).

**Definition**

**(2)** In this section,

“infrastructure work” means work with respect to roads, water supply, fuel, sewage disposal, drainage, electrical systems and other prescribed services and things provided to the mobile

home park. 2006, c. 17, s. 167 (2).

## PART XI THE LANDLORD AND TENANT BOARD

### Board

**168. (1)** The Ontario Rental Housing Tribunal is continued under the name Landlord and Tenant Board in English and Commission de la location immobilière in French. 2006, c. 17, s. 168 (1).

### Board's jurisdiction

**(2)** The Board has exclusive jurisdiction to determine all applications under this Act and with respect to all matters in which jurisdiction is conferred on it by this Act. 2006, c. 17, s. 168 (2).

### Composition

**169. (1)** The members of the Board shall be appointed by the Lieutenant Governor in Council. 2006, c. 17, s. 169 (1).

### Remuneration and expenses

**(2)** The members of the Board who are not public servants employed under Part III of the *Public Service of Ontario Act, 2006* shall be paid the remuneration fixed by the Lieutenant Governor in Council and the reasonable expenses incurred in the course of their duties under this Act, as determined by the Minister. 2006, c. 17, s. 169 (2); 2006, c. 35, Sched. C, s. 118 (1).

### Public servant members

**(3)** Members of the Board may be persons who are employed under Part III of the *Public Service of Ontario Act, 2006*. 2006, c. 17, s. 169 (3); 2006, c. 35, Sched. C, s. 118 (2).

### Chair and vice-chair

**170. (1)** The Lieutenant Governor in Council shall appoint one member of the Board as Chair and one or more members as vice-chairs. 2006, c. 17, s. 170 (1).

### Same

**(2)** The Chair may designate a vice-chair who shall exercise the powers and perform the duties of the Chair when the Chair is absent or unable to act. 2006, c. 17, s. 170 (2).

### Chair, chief executive officer

**(3)** The Chair shall be the chief executive officer of the Board. 2006, c. 17, s. 170 (3).

### Quorum

**171.** One member of the Board is sufficient to conduct a proceeding under this Act. 2006, c. 17, s. 171.

### Conflict of interest

**172.** The members of the Board shall file with the Board a written declaration of any interests they have in residential rental property, and shall be required to comply with any conflict of interest guidelines or rules of conduct established by the Chair. 2006, c. 17, s. 172.

### Expiry of term

**173.** Despite section 4.3 of the *Statutory Powers Procedure Act*, if the term of office of a member of the Board who has participated in a hearing expires before a decision is given, the term shall be deemed to continue for four weeks, but only for the purpose of participating in the decision

and for no other purpose. 2006, c. 17, s. 173.

### **Power to determine law and fact**

**174.** The Board has authority to hear and determine all questions of law and fact with respect to all matters within its jurisdiction under this Act. 2006, c. 17, s. 174.

### **Members, mediators not compellable**

**175.** No member of the Board or person employed as a mediator by the Board shall be compelled to give testimony or produce documents in a civil proceeding with respect to matters that come to his or her knowledge in the course of exercising his or her duties under this Act. 2006, c. 17, s. 175.

### **Rules and Guidelines Committee**

**176. (1)** The Chair of the Board shall establish a Rules and Guidelines Committee to be composed of the Chair, as Chair of the Committee, and any other members of the Board the Chair may from time to time appoint to the Committee. 2006, c. 17, s. 176 (1).

### **Committee shall adopt rules**

**(2)** The Committee shall adopt rules of practice and procedure governing the practice and procedure before the Board under the authority of this section and section 25.1 of the *Statutory Powers Procedure Act*. 2006, c. 17, s. 176 (2).

### **Committee may adopt guidelines**

**(3)** The Committee may adopt non-binding guidelines to assist members in interpreting and applying this Act and the regulations made under it. 2006, c. 17, s. 176 (3).

### **Means of adoption**

**(4)** The Committee shall adopt the rules and guidelines by simple majority, subject to the right of the Chair to veto the adoption of any rule or guideline. 2006, c. 17, s. 176 (4).

### **Make public**

**(5)** The Board shall make its rules, guidelines and approved forms available to the public. 2006, c. 17, s. 176 (5).

### **Information on rights and obligations**

**177.** The Board shall provide information to landlords and tenants about their rights and obligations under this Act. 2006, c. 17, s. 177.

### **Employees**

**178.** Employees may be appointed for the purposes of the Board in accordance with the regulations. 2006, c. 17, s. 178.

### **Professional assistance**

**179.** The Board may engage persons other than its members or employees to provide professional, technical, administrative or other assistance to the Board and may establish the duties and terms of engagement and provide for the payment of the remuneration and expenses of those persons. 2006, c. 17, s. 179.

### **Reports**

#### **Annual report**

**180. (1)** At the end of each year, the Board shall file with the Minister an annual report on its affairs. 2006, c. 17, s. 180 (1).

**Further reports and information**

(2) The Board shall make further reports and provide information to the Minister from time to time as required by the Minister. 2006, c. 17, s. 180 (2).

**Tabled with Assembly**

(3) The Minister shall submit any reports received from the Board to the Lieutenant Governor in Council and then shall table them with the Assembly if it is in session or, if not, at the next session. 2006, c. 17, s. 180 (3).

**Board may set, charge fees**

**181. (1)** The Board, subject to the approval of the Minister, may set and charge fees,

- (a) for making an application under this Act or requesting a review of an order under section 21.2 of the *Statutory Powers Procedure Act*;
- (b) for furnishing copies of forms, notices or documents filed with or issued by the Board or otherwise in the possession of the Board; or
- (c) for other services provided by the Board. 2006, c. 17, s. 181 (1).

**Same**

(2) The Board may treat different kinds of applications differently in setting fees and may base fees on the number of residential units affected by an application. 2006, c. 17, s. 181 (2).

**Make fees public**

(3) The Board shall ensure that its fee structure is available to the public. 2006, c. 17, s. 181 (3).

**Fee refunded, review**

**182.** The Board may refund a fee paid for requesting a review of an order under section 21.2 of the *Statutory Powers Procedure Act* if, on considering the request, the Board varies, suspends or cancels the original order. 2006, c. 17, s. 182.

## PART XII BOARD PROCEEDINGS

**Expeditious procedures**

**183.** The Board shall adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter. 2006, c. 17, s. 183.

**SPPA applies**

**184. (1)** The *Statutory Powers Procedure Act* applies with respect to all proceedings before the Board. 2006, c. 17, s. 184 (1).

**Exception**

(2) Subsection 5.1 (2) of the *Statutory Powers Procedure Act* does not apply with respect to an application under section 132 or 133 or an application solely under paragraph 1 of subsection 126 (1). 2006, c. 17, s. 184 (2).

**Exception**

(3) Subsection 5.1 (3) of the *Statutory Powers Procedure Act* does not apply to an application under section 126, 132 or 133. 2006, c. 17, s. 184 (3).

**Form of application**

**185. (1)** An application shall be filed with the Board in the form approved by the Board, shall be accompanied by the prescribed information and shall be signed by the applicant. 2006, c. 17, s. 185 (1).

**Application filed by representative**

**(2)** An applicant may give written authorization to sign an application to a person representing the applicant under the authority of the *Law Society Act* and, if the applicant does so, the Board may require such representative to file a copy of the authorization. 2006, c. 17, s. 261 (3).

**Combining applications**

**186. (1)** A tenant may combine several applications into one application. 2006, c. 17, s. 186 (1).

**Same**

**(2)** Two or more tenants of a residential complex may together file an application that may be filed by a tenant if each tenant applying in the application signs it. 2006, c. 17, s. 186 (2).

**Same**

**(3)** A landlord may combine several applications relating to a given tenant into one application, so long as the landlord does not combine an application for a rent increase with any other application. 2006, c. 17, s. 186 (3).

**Parties**

**187. (1)** The parties to an application are the landlord and any tenants or other persons directly affected by the application. 2006, c. 17, s. 187 (1).

**Add or remove parties**

**(2)** The Board may add or remove parties as the Board considers appropriate. 2006, c. 17, s. 187 (2).

**Service****Service of application**

**188. (1)** An applicant to the Board shall give the other parties to the application a copy of the application within the time set out in the Rules. 2006, c. 17, s. 188 (1).

**Service of notice of hearing**

**(2)** Despite the *Statutory Powers Procedure Act*, an applicant shall give a copy of any notice of hearing issued by the Board in respect of an application to the other parties to the application. 2006, c. 17, s. 188 (2).

**Certificate of service**

**(3)** A party shall file with the Board a certificate of service in the form approved by the Board in the circumstances set out in the Rules. 2006, c. 17, s. 188 (3).

**Notice by Board**

**189. (1)** Where an application is made to the Board, the Board shall notify the respondent in writing that an application has been made and, where possible, shall provide the respondent with information relating to the hearing and such other information as is prescribed. 2006, c. 17, s. 189 (1).

**Exception**

[\(2\)](#) Subsection (1) does not apply in the circumstances prescribed. 2006, c. 17, s. 189 (2).

### **Board may extend, shorten time**

[190. \(1\)](#) The Board may extend or shorten the time requirements related to making an application under section 126, subsection 159 (2) or section 226 in accordance with the Rules. 2006, c. 17, s. 190 (1).

### **Same**

[\(2\)](#) The Board may extend or shorten the time requirements with respect to any matter in its proceedings, other than the prescribed time requirements, in accordance with the Rules. 2006, c. 17, s. 190 (2).

### **How notice or document given**

[191. \(1\)](#) A notice or document is sufficiently given to a person other than the Board,

- (a) by handing it to the person;
- (b) if the person is a landlord, by handing it to an employee of the landlord exercising authority in respect of the residential complex to which the notice or document relates;
- (c) if the person is a tenant, subtenant or occupant, by handing it to an apparently adult person in the rental unit;
- (d) by leaving it in the mail box where mail is ordinarily delivered to the person;
- (e) if there is no mail box, by leaving it at the place where mail is ordinarily delivered to the person;
- (f) by sending it by mail to the last known address where the person resides or carries on business; or
- (g) by any other means allowed in the Rules. 2006, c. 17, s. 191 (1).

### **When notice deemed valid**

[\(2\)](#) A notice or document that is not given in accordance with this section shall be deemed to have been validly given if it is proven that its contents actually came to the attention of the person for whom it was intended within the required time period. 2006, c. 17, s. 191 (2).

### **Mail**

[\(3\)](#) A notice or document given by mail shall be deemed to have been given on the fifth day after mailing. 2006, c. 17, s. 191 (3).

### **How notice or document given to Board**

[192. \(1\)](#) A notice or document is sufficiently given to the Board,

- (a) by hand delivering it to the Board at the appropriate office as set out in the Rules;
- (b) by sending it by mail to the appropriate office as set out in the Rules; or
- (c) by any other means allowed in the Rules. 2006, c. 17, s. 192 (1).

### **Same**

[\(2\)](#) A notice or document given to the Board by mail shall be deemed to have been given on the earlier of the fifth day after mailing and the day on which the notice or the document was actually received. 2006, c. 17, s. 192 (2).



**Time**

**193.** Time shall be computed in accordance with the Rules. 2006, c. 17, s. 193.

**Board may mediate**

**194. (1)** The Board may attempt to mediate a settlement of any matter that is the subject of an application or agreed upon by the parties if the parties consent to the mediation. 2006, c. 17, s. 194 (1).

**Settlement may override Act**

**(2)** Despite subsection 3 (1) and subject to subsection (3), a settlement mediated under this section may contain provisions that contravene any provision under this Act. 2006, c. 17, s. 194 (2).

**Restriction**

**(3)** The largest rent increase that can be mediated under this section for a rental unit that is not a mobile home or a land lease home or a site for either is equal to the sum of the guideline and 3 per cent of the previous year's lawful rent. 2006, c. 17, s. 194 (3).

**Successful mediation**

**(4)** If some or all of the issues with respect to an application are successfully mediated under this section, the Board shall dispose of the application in accordance with the Rules. 2006, c. 17, s. 194 (4).

**Hearing**

**(5)** If there is no mediated settlement, the Board shall hold a hearing. 2006, c. 17, s. 194 (5).

**Money paid to Board**

**195. (1)** Where the Board considers it appropriate to do so, the Board may, subject to the regulations,

- (a) require a respondent to pay a specified sum into the Board within a specified time; or
- (b) permit a tenant who is making an application for an order under paragraph 1 of subsection 29 (1) to pay all or part of the rent for the tenant's rental unit into the Board. 2006, c. 17, s. 195 (1).

**Rules re money paid**

**(2)** The Board may establish procedures in the Rules for the payment of money into and out of the Board. 2006, c. 17, s. 195 (2).

**No payment after final order**

**(3)** The Board shall not, under subsection (1), authorize or require payments into the Board after the Board has made its final order in the application. 2006, c. 17, s. 195 (3).

**Effect of failure to pay under cl. (1) (a)**

**(4)** If a respondent is required to pay a specified sum into the Board within a specified time under clause (1) (a) and fails to do so, the Board may refuse to consider the evidence and submissions of the respondent. 2006, c. 17, s. 195 (4).

**Effect of payment under cl. (1) (b)**

**(5)** Payment by a tenant under clause (1) (b) shall be deemed not to constitute a default in the payment of rent due under a tenancy agreement or a default in the tenant's obligations for the purposes of this Act. 2006, c. 17, s. 195 (5).

**Board may refuse to proceed if money owing**

**196. (1)** Upon receiving information that an applicant owes money to the Board as a result of having failed to pay any fine, fee or costs,

- (a) if the information is received on or before the day the applicant submits an application, an employee of the Board shall, in such circumstances as may be specified in the Rules, refuse to allow the application to be filed;
  - (b) if the information is received after the application has been filed but before a hearing is held, the Board shall stay the proceeding until the fee, fine or costs have been paid and may discontinue the application in such circumstances as may be specified in the Rules;
  - (c) if the information is received after a hearing with respect to the application has begun, the Board shall not issue an order until the fine, fee or costs have been paid and may discontinue the application in such circumstances as may be specified in the Rules.
- 2006, c. 17, s. 196 (1).

**Definition**

**(2)** In subsection (1),

“fine, fee or costs” does not include money that is paid in trust to the Board pursuant to an order of the Board and that may be paid out to either the tenant or the landlord when the application is disposed of. 2006, c. 17, s. 196 (2).

**Where Board may dismiss**

**197. (1)** The Board may dismiss an application without holding a hearing or refuse to allow an application to be filed if, in the opinion of the Board, the matter is frivolous or vexatious, has not been initiated in good faith or discloses no reasonable cause of action. 2006, c. 17, s. 197 (1).

**Same**

**(2)** The Board may dismiss a proceeding without holding a hearing if the Board finds that the applicant filed documents that the applicant knew or ought to have known contained false or misleading information. 2006, c. 17, s. 197 (2).

**Joinder and severance of applications****Applications joined**

**198. (1)** Despite the *Statutory Powers Procedure Act*, the Board may direct that two or more applications be joined or heard together if the Board believes it would be fair to determine the issues raised by them together. 2006, c. 17, s. 198 (1).

**Applications severed**

**(2)** The Board may order that applications that have been joined be severed or that applications that had been ordered to be heard together be heard separately. 2006, c. 17, s. 198 (2).

**Application severed**

**199.** The Board may order that an application be severed and each severed part dealt with as though it were a separate application under this Act if,

- (a) two or more applications are combined under section 186 in the application;
- (b) the application is made by more than one tenant under subsection 186 (2); or
- (c) the Board believes it would be appropriate to deal separately with different matters

included in the application. 2006, c. 17, s. 199.

## **Amendment and withdrawal of applications**

### **Amend application**

[200.](#) (1) An applicant may amend an application to the Board in accordance with the Rules. 2006, c. 17, s. 200 (1).

### **Withdraw application**

[\(2\)](#) Subject to subsection (3), an applicant may withdraw an application at any time before the hearing begins. 2006, c. 17, s. 200 (2).

### **Same, harassment**

[\(3\)](#) An applicant may withdraw an application under paragraph 4 of subsection 29 (1) only with the consent of the Board. 2006, c. 17, s. 200 (3).

### **Same**

[\(4\)](#) An applicant may withdraw an application after the hearing begins with the consent of the Board. 2006, c. 17, s. 200 (4).

## **Other powers of Board**

[201.](#) (1) The Board may, before, during or after a hearing,

- (a) conduct any inquiry it considers necessary or authorize an employee of the Board to do so;
- (b) request a provincial inspector or an employee of the Board to conduct any inspection it considers necessary;
- (c) question any person, by telephone or otherwise, concerning the dispute or authorize an employee of the Board to do so;
- (d) permit or direct a party to file additional evidence with the Board which the Board considers necessary to make its decision;
- (e) view premises that are the subject of the hearing; or
- (f) on its own motion and on notice to the parties, amend an application if the Board considers it appropriate to do so and if amending the application would not be unfair to any party. 2006, c. 17, s. 201 (1).

### **Same**

[\(2\)](#) In making its determination, the Board may consider any relevant information obtained by the Board in addition to the evidence given at the hearing, provided that it first informs the parties of the additional information and gives them an opportunity to explain or refute it. 2006, c. 17, s. 201 (2).

### **Same**

[\(3\)](#) If a party fails to comply with a direction under clause (1) (d), the Board may,

- (a) refuse to consider the party's submissions and evidence respecting the matter regarding which there was a failure to comply; or
- (b) if the party who has failed to comply is the applicant, dismiss all or part of the application. 2006, c. 17, s. 201 (3).

**Parties may view premises with Board**

(4) If the Board intends to view premises under clause (1) (e), the Board shall give the parties an opportunity to view the premises with the Board. 2006, c. 17, s. 201 (4).

**Findings of Board**

202. In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so,

- (a) may disregard the outward form of a transaction or the separate corporate existence of participants; and
- (b) may have regard to the pattern of activities relating to the residential complex or the rental unit. 2006, c. 17, s. 202.

**Determinations related to housing assistance**

203. The Board shall not make determinations or review decisions concerning,

- (a) eligibility for rent-geared-to-income assistance as defined in the *Social Housing Reform Act, 2000* or the amount of geared-to-income rent payable under that Act; or
- (b) eligibility for, or the amount of, any prescribed form of housing assistance. 2006, c. 17, s. 203.

**Conditions in order**

204. (1) The Board may include in an order whatever conditions it considers fair in the circumstances. 2006, c. 17, s. 204 (1).

**Order re costs**

(2) The Board may order a party to an application to pay the costs of another party. 2006, c. 17, s. 204 (2).

**Same**

(3) The Board may order that its costs of a proceeding be paid by a party or the party's paid representative. 2006, c. 17, s. 204 (3); 2006, c. 17, s. 261 (4).

**Same**

(4) The amount of an order for costs shall be determined in accordance with the Rules. 2006, c. 17, s. 204 (4).

**Same**

(5) Subsections (2) to (4) apply despite section 17.1 of the *Statutory Powers Procedure Act*. 2006, c. 17, s. 204 (5).

**Order payment**

205. (1) The Board may include in an order the following provision:

“The landlord or the tenant shall pay to the other any sum of money that is owed as a result of this order.”

2006, c. 17, s. 205 (1).

**Payment of order by instalments**

(2) If the Board makes an order for a rent increase above the guideline and the order is made

three months or more after the first effective date of a rent increase in the order, the Board may provide in the order that if a tenant owes any sum of money to the landlord as a result of the order, the tenant may pay the landlord the amount owing in monthly instalments. 2006, c. 17, s. 205 (2).

### **Same**

(3) If an order made under subsection (2) permits a tenant to pay the amount owing by instalments, the tenant may do so even if the tenancy is terminated. 2006, c. 17, s. 205 (3).

### **Same**

(4) An order providing for monthly instalments shall not provide for more than 12 monthly instalments. 2006, c. 17, s. 205 (4).

### **Agreement to settle matter**

**206. (1)** Where a landlord has made an application under section 69 for an order terminating a tenancy and evicting the tenant based on a notice of termination under section 59 or an application for payment of arrears of rent, or both, the Board may make an order including terms of payment without holding a hearing if,

- (a) the parties have reached a written agreement resolving the subject-matter of the application;
- (b) the agreement has been signed by all parties; and
- (c) the agreement is filed with the Board before the hearing has commenced. 2006, c. 17, s. 206 (1).

### **Contents of order**

(2) In an order under subsection (1), the Board may, based on the agreement reached by the parties, order,

- (a) payment of any arrears and NSF cheque charges or related administration charges that are owing;
- (b) payment of the fee paid by the landlord for the application to the Board; and
- (c) payment of any rent that becomes due during the period in which the arrears are required to be paid. 2006, c. 17, s. 206 (2).

### **Restriction**

(3) In an order under subsection (1), the Board shall not order that the tenancy be terminated or include a provision allowing for an application under section 78. 2006, c. 17, s. 206 (3).

### **Request by landlord**

(4) A landlord may file a request to reopen the application if the tenant fails to comply with the terms of the order and shall, in the request, indicate which terms were not complied with and the manner in which the tenant failed to meet the terms of the order. 2006, c. 17, s. 206 (4).

### **Request by landlord or tenant**

(5) A landlord or tenant may file a request to reopen the application within 30 days after the order was made on the basis that the other party coerced them or deliberately made false or misleading representations which had a material effect on the agreement and the order issued under subsection (1). 2006, c. 17, s. 206 (5).

### **Timing**

(6) A request under subsection (4) shall not be made later than 30 days after a failure of the tenant to meet a term of the order. 2006, c. 17, s. 206 (6).

### **Copy of request, notice of hearing**

(7) The party filing the request must give the other parties to the application a copy of the request to reopen the application and the notice of hearing within the time set out in the Rules. 2006, c. 17, s. 206 (7).

### **Condition**

(8) If a request to reopen is made under subsection (4), the Board shall not proceed to hear the merits of the application unless the Board is satisfied that the tenant failed to comply with a term of the order. 2006, c. 17, s. 206 (8).

### **Same**

(9) If a request to reopen is made under subsection (5), the Board shall not proceed to hear the merits of the application unless the Board is satisfied that there was coercion or deliberate false or misleading representations which had a material effect on the agreement and the order issued under subsection (1). 2006, c. 17, s. 206 (9).

### **Monetary jurisdiction; deduction of rent; interest**

#### **Monetary jurisdiction of Board**

**207. (1)** The Board may, where it otherwise has the jurisdiction, order the payment to any given person of an amount of money up to the greater of \$10,000 and the monetary jurisdiction of the Small Claims Court. 2006, c. 17, s. 207 (1).

### **Same**

(2) A person entitled to apply under this Act but whose claim exceeds the Board's monetary jurisdiction may commence a proceeding in any court of competent jurisdiction for an order requiring the payment of that sum and, if such a proceeding is commenced, the court may exercise any powers that the Board could have exercised if the proceeding had been before the Board and within its monetary jurisdiction. 2006, c. 17, s. 207 (2).

### **Same**

(3) If a party makes a claim in an application for payment of a sum equal to or less than the Board's monetary jurisdiction, all rights of the party in excess of the Board's monetary jurisdiction are extinguished once the Board issues its order. 2006, c. 17, s. 207 (3).

#### **Minimum amount**

(4) The Board shall not make an order for the payment of an amount of money if the amount is less than the prescribed amount. 2006, c. 17, s. 207 (4).

#### **Order may provide deduction from rent**

(5) If a landlord is ordered to pay a sum of money to a person who is a current tenant of the landlord at the time of the order, the order may provide that if the landlord fails to pay the amount owing, the tenant may recover that amount plus interest by deducting a specified sum from the tenant's rent paid to the landlord for a specified number of rental periods. 2006, c. 17, s. 207 (5).

### **Same**

(6) Nothing in subsection (5) limits the right of the tenant to collect at any time the full amount owing or any balance outstanding under the order. 2006, c. 17, s. 207 (6).

#### **Post-judgment interest**

(7) The Board may set a date on which payment of money ordered by the Board must be made and interest shall accrue on money owing only after that date at the post-judgment interest rate under section 127 of the *Courts of Justice Act*. 2006, c. 17, s. 207 (7).

### **Notice of decision**

**208. (1)** The Board shall send each party who participated in the proceeding, or the person who represented the party, a copy of its order, including the reasons if any have been given, in accordance with section 191. 2006, c. 17, s. 208 (1); 2006, c. 17, s. 261 (5).

### **Same**

(2) Section 18 of the *Statutory Powers Procedure Act* does not apply to proceedings under this Act. 2006, c. 17, s. 208 (2).

### **Order final, binding**

**209. (1)** Except where this Act provides otherwise, and subject to section 21.2 of the *Statutory Powers Procedure Act*, an order of the Board is final and binding. 2006, c. 17, s. 209 (1).

### **Power to review**

(2) Without limiting the generality of section 21.2 of the *Statutory Powers Procedure Act*, the Board's power to review a decision or order under that section may be exercised if a party to a proceeding was not reasonably able to participate in the proceeding. 2006, c. 17, s. 209 (2).

### **Appeal rights**

**210. (1)** Any person affected by an order of the Board may appeal the order to the Divisional Court within 30 days after being given the order, but only on a question of law. 2006, c. 17, s. 210 (1).

### **Board to receive notice**

(2) A person appealing an order under this section shall give to the Board any documents relating to the appeal. 2006, c. 17, s. 210 (2).

### **Board may be heard by counsel**

(3) The Board is entitled to be heard by counsel or otherwise upon the argument on any issue in an appeal. 2006, c. 17, s. 210 (3).

### **Powers of Court**

(4) If an appeal is brought under this section, the Divisional Court shall hear and determine the appeal and may,

(a) affirm, rescind, amend or replace the decision or order; or

(b) remit the matter to the Board with the opinion of the Divisional Court. 2006, c. 17, s. 210 (4).

### **Same**

(5) The Divisional Court may also make any other order in relation to the matter that it considers proper and may make any order with respect to costs that it considers proper. 2006, c. 17, s. 210 (5).

### **Board may appeal Court decision**

**211.** The Board is entitled to appeal a decision of the Divisional Court on an appeal of a Board order as if the Board were a party to the appeal. 2006, c. 17, s. 211.

**Substantial compliance sufficient**

**212.** Substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient. 2006, c. 17, s. 212.

**Electronic documents**

**213.** Any document referred to in this Act and specified in the regulations or in the Rules may be created, signed, filed, provided, issued, sent, received, stored, transferred, retained or otherwise dealt with electronically if it is done in accordance with the regulations or the Rules. 2006, c. 17, s. 213.

**Contingency fees, limitation**

**214. (1)** No agent who represents a landlord or a tenant in a proceeding under this Act or who assists a landlord or tenant in a matter arising under this Act shall charge or take a fee based on a proportion of any amount which has been or may be recovered, gained or saved, in whole or in part, through the efforts of the agent, where the proportion exceeds the prescribed amount. 2006, c. 17, s. 214 (1).

**Same**

**(2)** An agreement that provides for a fee prohibited by subsection (1) is void. 2006, c. 17, s. 214 (2).

### PART XIII MUNICIPAL VITAL SERVICES BY-LAWS

**Definition**

**215.** In this Part,

“vital services by-law” means a by-law passed under section 216. 2006, c. 17, s. 215.

**By-laws respecting vital services**

**216. (1)** The council of a local municipality may pass by-laws,

- (a) requiring every landlord to provide adequate and suitable vital services to each of the landlord’s rental units;
- (b) prohibiting a supplier from ceasing to provide the vital service until a notice has been given under subsection 217 (1);
- (c) requiring a supplier to promptly restore the vital service when directed to do so by an official named in the by-law;
- (d) prohibiting a person from hindering, obstructing or interfering with or attempting to hinder, obstruct or interfere with the official or person referred to in subsection 218 (1) in the exercise of a power or performance of a duty under this section or sections 217 to 223;
- (e) providing that a person who contravenes or fails to comply with a vital services by-law is guilty of an offence for each day or part of a day on which the offence occurs or continues;
- (f) providing that every director or officer of a corporation that is convicted of an offence who knowingly concurs in the commission of the offence is guilty of an offence;
- (g) authorizing an official named in the by-law to enter into agreements on behalf of the



local municipality with suppliers of vital services to ensure that adequate and suitable vital services are provided for rental units. 2006, c. 17, s. 216 (1).

### **Exception**

(2) A vital services by-law does not apply to a landlord with respect to a rental unit to the extent that the tenant has expressly agreed to obtain and maintain the vital services. 2006, c. 17, s. 216 (2).

### **Contents of vital services by-law**

(3) A vital services by-law may,

- (a) classify buildings or parts of buildings for the purposes of the by-law and designate the classes to which it applies;
- (b) designate areas of the local municipality in which the by-law applies;
- (c) establish standards for the provision of adequate and suitable vital services;
- (d) prohibit a landlord from ceasing to provide a vital service for a rental unit except when necessary to alter or repair the rental unit and only for the minimum period necessary to effect the alteration or repair;
- (e) provide that a landlord shall be deemed to have caused the cessation of a vital service for a rental unit if the landlord is obligated to pay the supplier for the vital service and fails to do so and, as a result of the non-payment, the vital service is no longer provided for the rental unit. 2006, c. 17, s. 216 (3).

### **Notice by supplier**

**217. (1)** A supplier shall give notice of an intended discontinuance of a vital service only if the vital service is to be discontinued for the rental unit because the landlord has breached a contract with the supplier for the supply of the vital service. 2006, c. 17, s. 217 (1).

### **Same**

(2) The notice shall be given in writing to the clerk of the local municipality at least 30 days before the supplier ceases to provide the vital service. 2006, c. 17, s. 217 (2).

### **Inspection**

**218. (1)** An official named in a vital services by-law or a person acting under his or her instructions may, at all reasonable times, enter and inspect a building or part of a building with respect to which the by-law applies for the purpose of determining compliance with the by-law or a direction given under subsection 221 (1). 2006, c. 17, s. 218 (1).

### **Same**

- (2) Despite subsection (1), the official or person shall not enter a rental unit,
- (a) unless he or she has obtained the consent of the occupier of the rental unit after informing him or her that he or she may refuse permission to enter the unit; or
  - (b) unless he or she is authorized to do so by a warrant issued under section 231. 2006, c. 17, s. 218 (2).

### **Services by municipality**

**219. (1)** If a landlord does not provide a vital service for a rental unit in accordance with a vital services by-law, the local municipality may arrange for the service to be provided. 2006, c. 17,

s. 219 (1).

### **Lien**

(2) The amount spent by the local municipality under subsection (1) plus an administrative fee of 10 per cent of that amount shall, on registration of a notice of lien in the appropriate land registry office, be a lien in favour of the local municipality against the property at which the vital service is provided. 2006, c. 17, s. 219 (2).

### **No special lien**

(3) Subsection 349 (3) of the Municipal Act, 2001 and subsection 314 (3) of the City of Toronto Act, 2006 do not apply with respect to the amount spent and the fee, and no special lien is created under either subsection. 2006, c. 32, Sched. C, s. 56 (4).

### **Certificate**

(4) The certificate of the clerk of the local municipality as to the amount spent is proof, in the absence of evidence to the contrary, of the amount. 2006, c. 17, s. 219 (4).

### **Interim certificate**

(5) Before issuing a certificate referred to in subsection (4), the clerk shall send an interim certificate by registered mail to the registered owner of the property that is subject to the lien and to all mortgagees or other encumbrancers registered on title. 2006, c. 17, s. 219 (5).

### **Appeal**

220. An affected owner, mortgagee or other encumbrancer may, within 15 days after the interim certificate is mailed, appeal the amount shown on it to the council of the local municipality. 2006, c. 17, s. 220.

### **Payments transferred**

221. (1) If the local municipality has arranged for a vital service to be provided to a rental unit, an official named in the vital services by-law may direct a tenant to pay any or all of the rent for the rental unit to the local municipality. 2006, c. 17, s. 221 (1).

### **Effect of payment**

(2) Payment by a tenant under subsection (1) shall be deemed not to constitute a default in the payment of rent due under a tenancy agreement or a default in the tenant's obligations for the purposes of this Act. 2006, c. 17, s. 221 (2).

### **Use of money**

222. (1) The local municipality shall apply the rent received from a tenant to reduce the amount that it spent to provide the vital service and the related administrative fee. 2006, c. 17, s. 222 (1).

### **Accounting and payment of balance**

(2) The local municipality shall provide the person otherwise entitled to receive the rent with an accounting of the rents received for each individual rental unit and shall pay to that person any amount remaining after the rent is applied in accordance with subsection (1). 2006, c. 17, s. 222 (2).

### **Immunity**

223. (1) No proceeding for damages or otherwise shall be commenced against an official or a person acting under his or her instructions or against an employee or agent of a local municipality for any act done in good faith in the performance or intended performance of a duty or authority

under any of sections 215 to 222 or under a by-law passed under section 216 or for any alleged neglect or default in the performance in good faith of the duty or authority. 2006, c. 17, s. 223 (1).

### **Same**

(2) Subsection (1) does not relieve a local municipality of liability to which it would otherwise be subject. 2006, c. 17, s. 223 (2).

## **PART XIV MAINTENANCE STANDARDS**

### **Prescribed standards and complaints**

#### **Application of prescribed standards**

**224. (1)** The prescribed maintenance standards apply to a residential complex and the rental units located in it if,

- (a) the residential complex is located in unorganized territory;
- (b) there is no municipal property standards by-law that applies to the residential complex;  
or
- (c) the prescribed circumstances apply. 2006, c. 17, s. 224 (1).

### **Minister to receive complaints**

(2) The Minister shall receive any written complaint from a current tenant of a rental unit respecting the standard of maintenance that prevails with respect to the rental unit or the residential complex in which it is located if the prescribed maintenance standards apply to the residential complex. 2006, c. 17, s. 224 (2).

### **Complaints to be investigated**

(3) Upon receiving a complaint under this section, the Minister shall cause an inspector to make whatever inspection the Minister considers necessary to determine whether the landlord has complied with the prescribed maintenance standards. 2006, c. 17, s. 224 (3); 2009, c. 33, Sched. 21, s. 11 (8).

### **Cost of inspection**

(4) The Minister may charge a municipality and the municipality shall pay the Minister for the cost, as prescribed, associated with inspecting a residential complex in the municipality, for the purposes of investigating a complaint under this section and ensuring compliance with a work order under section 225. 2006, c. 17, s. 224 (4).

### **Same**

(5) If a municipality fails to make payment in full within 60 days after the Minister issues a notice of payment due under subsection (4), the notice of payment may be filed in the Superior Court of Justice and enforced as if it were a court order. 2006, c. 17, s. 224 (5).

### **Inspector's work order**

**225. (1)** If an inspector is satisfied that the landlord of a residential complex has not complied with a prescribed maintenance standard that applies to the residential complex, the inspector may make and give to the landlord a work order requiring the landlord to comply with the prescribed maintenance standard. 2006, c. 17, s. 225 (1).

### **Same**

- (2) The inspector shall set out in the order,
- (a) the municipal address or legal description of the residential complex;
  - (b) reasonable particulars of the work to be performed;
  - (c) the period within which there must be compliance with the terms of the work order; and
  - (d) the time limit for applying under section 226 to the Board for a review of the work order.
- 2006, c. 17, s. 225 (2).

### **Review of work order**

**226. (1)** If a landlord who has received an inspector's work order is not satisfied with its terms, the landlord may, within 20 days after the day the order is issued, apply to the Board for a review of the work order. 2006, c. 17, s. 226 (1).

### **Order**

- (2) On an application under subsection (1), the Board may, by order,
- (a) confirm or vary the inspector's work order;
  - (b) rescind the work order, if it finds that the landlord has complied with it; or
  - (c) quash the work order. 2006, c. 17, s. 226 (2).

## **PART XV ADMINISTRATION AND ENFORCEMENT**

### **Duties of Minister**

- 227.** The Minister shall,
- (a) monitor compliance with this Act;
  - (b) investigate cases of alleged failure to comply with this Act; and
  - (c) where the circumstances warrant, commence or cause to be commenced proceedings with respect to alleged failures to comply with this Act. 2006, c. 17, s. 227.

### **Delegation**

**228.** The Minister may in writing delegate to any person any power or duty vested in the Minister under this Act, subject to the conditions set out in the delegation. 2006, c. 17, s. 228.

### **Investigators and inspectors**

**229.** The Minister may appoint investigators for the purpose of investigating alleged offences and may appoint inspectors for the purposes of sections 224 and 225. 2006, c. 17, s. 229.

### **Inspections**

- 230. (1)** Subject to subsection (6), an inspector may, at all reasonable times and upon producing proper identification, enter any property for the purpose of carrying out his or her duty under this Act and may,
- (a) require the production for inspection of documents or things, including drawings or specifications, that may be relevant to the inspection;
  - (b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;

- (c) require information from any person concerning a matter related to the inspection;
- (d) be accompanied by a person who has special or expert knowledge in relation to the subject-matter of the inspection;
- (e) alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection; and
- (f) order the landlord to take and supply at the landlord's expense such tests and samples as are specified in the order. 2006, c. 17, s. 230 (1).

### **Samples**

[\(2\)](#) The inspector shall divide the sample taken under clause (1) (e) into two parts and deliver one part to the person from whom the sample is taken, if the person so requests at the time the sample is taken and provides the necessary facilities. 2006, c. 17, s. 230 (2).

### **Same**

[\(3\)](#) If an inspector takes a sample under clause (1) (e) and has not divided the sample into two parts, a copy of any report on the sample shall be given to the person from whom the sample was taken. 2006, c. 17, s. 230 (3).

### **Receipt**

[\(4\)](#) An inspector shall provide a receipt for any documents or things removed under clause (1) (b) and shall promptly return them after the copies or extracts are made. 2006, c. 17, s. 230 (4).

### **Evidence**

[\(5\)](#) Copies of or extracts from documents and things removed under this section and certified as being true copies of or extracts from the originals by the person who made them are admissible in evidence to the same extent as and have the same evidentiary value as the originals. 2006, c. 17, s. 230 (5).

### **Where warrant required**

[\(6\)](#) Except under the authority of a warrant issued under section 231, an inspector shall not enter any room or place actually used as a dwelling without requesting and obtaining the consent of the occupier, first having informed the occupier that the right of entry may be refused and entry made only under the authority of a warrant. 2006, c. 17, s. 230 (6).

### **Warrant**

[231. \(1\)](#) A provincial judge or justice of the peace may at any time issue a warrant authorizing a person named in the warrant to enter and search a building, receptacle or place if the provincial judge or justice of the peace is satisfied by information on oath that there are reasonable grounds to believe that an offence has been committed under this Act and the entry and search will afford evidence relevant to the commission of the offence. 2006, c. 17, s. 231 (1).

### **Seizure**

[\(2\)](#) In a warrant, the provincial judge or justice of the peace may authorize the person named in the warrant to seize anything that, based on reasonable grounds, will afford evidence relevant to the commission of the offence. 2006, c. 17, s. 231 (2).

### **Receipt and removal**

[\(3\)](#) Anyone who seizes something under a warrant shall,

- (a) give a receipt for the thing seized to the person from whom it was seized; and
- (b) bring the thing seized before the provincial judge or justice of the peace issuing the warrant or another provincial judge or justice to be dealt with according to law. 2006, c. 17, s. 231 (3).

### **Expiry**

(4) A warrant shall name the date upon which it expires, which shall be not later than 15 days after the warrant is issued. 2006, c. 17, s. 231 (4).

### **Time of execution**

(5) A warrant shall be executed between 6 a.m. and 9 p.m. unless it provides otherwise. 2006, c. 17, s. 231 (5).

### **Other matters**

(6) Sections 159 and 160 of the *Provincial Offences Act* apply with necessary modifications with respect to any thing seized under this section. 2006, c. 17, s. 231 (6).

### **Protection from personal liability**

**232. (1)** No proceeding for damages shall be commenced against an investigator, an inspector, a member of the Board, a lawyer for the Board or an officer or employee of the Ministry or the Board for any act done in good faith in the performance or intended performance of any duty or in the exercise or intended exercise of any power under this Act or for any neglect or default in the performance or exercise in good faith of such a duty or power. 2006, c. 17, s. 232 (1).

### **Crown liability**

(2) Despite subsections 5 (2) and (4) of the *Proceedings Against the Crown Act*, subsection (1) does not relieve the Crown of any liability to which it would otherwise be subject. 2006, c. 17, s. 232 (2).

## **PART XVI OFFENCES**

### **Offences requiring knowledge**

**233.** A person is guilty of an offence if the person knowingly,

- (a) withholds the reasonable supply of a vital service, care service or food or interferes with the supply in contravention of section 21;
- (b) alters or causes to be altered the locking system on any door giving entry to a rental unit or the residential complex in a manner that contravenes section 24 or 35;
- (c) restricts reasonable access to the residential complex by political candidates or their authorized representatives in contravention of section 28;
- (d) seizes any property of the tenant in contravention of section 40;
- (e) fails to afford a tenant a right of first refusal in contravention of section 51 or 53;
- (f) recovers possession of a rental unit without complying with the requirements of sections 52, 54 and 55;
- (g) coerces a tenant to sign an agreement referred to in section 121;
- (h) harasses, hinders, obstructs or interferes with a tenant in the exercise of,

- (i) securing a right or seeking relief under this Act or in a court,
  - (ii) participating in a proceeding under this Act, or
  - (iii) participating in a tenants' association or attempting to organize a tenants' association;
- (i) harasses, coerces, threatens or interferes with a tenant in such a manner that the tenant is induced to vacate the rental unit;
  - (j) harasses, hinders, obstructs or interferes with a landlord in the exercise of,
    - (i) securing a right or seeking relief under this Act or in a court, or
    - (ii) participating in a proceeding under this Act;
  - (k) obtains possession of a rental unit improperly by giving a notice to terminate in bad faith; or
  - (l) coerces a tenant of a mobile home park or land lease community to enter into an agency agreement for the sale or lease of their mobile home or land lease home or requires an agency agreement as a condition of entering into a tenancy agreement. 2006, c. 17, s. 233.

### **Other offences**

**234.** A person is guilty of an offence if the person,

- (a) enters a rental unit where such entry is not permitted by section 26, 27 or 142 or enters without first complying with the requirements of section 26, 27 or 142;
- (b) fails to make an evicted tenant's property available for retrieval in accordance with subsection 41 (3);
- (c) gives a notice to terminate a tenancy under section 48 or 49 in contravention of section 51;
- (d) requires or receives a security deposit from a tenant contrary to section 105;
- (e) fails to pay to the tenant annually interest on the rent deposit held in respect of their tenancy in accordance with section 106;
- (f) fails to apply the rent deposit held in respect of a tenancy to the rent for the last month of the tenancy in contravention of subsection 106 (10);
- (g) fails to repay an amount received as a rent deposit as required by subsection 107 (1) or (2);
- (h) fails to provide a tenant or former tenant with a receipt in accordance with section 109;
- (i) fails to provide the notice in the form required under section 114 or gives false information in the notice;
- (j) requires a tenant to pay rent proposed in an application in contravention of subsection 126 (5);
- (k) fails to provide information on the total cost of utilities in accordance with subsection 128 (2);

- (l) charges or collects amounts from a tenant, a prospective tenant, a subtenant, a potential subtenant, an assignee or a potential assignee in contravention of section 134;
- (l.1) terminates the obligation to supply electricity without the tenant's consent in contravention of subsection 137 (3);
- (l.2) charges a tenant a portion of the cost of the utility without the consent of the tenant in contravention of subsection 138 (1);
- (m) gives a notice of rent increase or a notice of increase of a charge in a care home without first giving an information package contrary to section 140;
- (n) does anything to prevent a tenant of a care home from obtaining care services from a person of the tenant's choice contrary to clause 147 (a);
- (o) interferes with the provision of care services to a tenant of a care home contrary to clause 147 (b);
- (p) increases a charge for providing a care service or meals to a tenant in a care home in contravention of section 150;
- (q) interferes with a tenant's right under section 156 to sell or lease his or her mobile home;
- (r) restricts the right of a tenant of a mobile home park or land lease community to purchase goods or services from the person of his or her choice in contravention of section 160;
- (s) charges an illegal contingency fee in contravention of subsection 214 (1);
- (t) fails to comply with any or all of the items contained in a work order issued under section 225;
- (u) obstructs or interferes with an inspector exercising a power of entry under section 230 or 231 or with an investigator exercising a power of entry under section 231;
- (v) furnishes false or misleading information in any material filed in any proceeding under this Act or provided to the Board, an employee or official of the Board, an inspector, an investigator, the Minister or a designate of the Minister;
- (w) unlawfully recovers possession of a rental unit;
- (x) charges rent in an amount greater than permitted under this Act; or
- (y) contravenes an order of the Board that,
  - (i) orders a landlord to do specified repairs or replacements or other work within a specified time,
  - (ii) orders that a landlord, a superintendent or an agent of a landlord may not engage in any further activities listed in paragraphs 2 to 6 of subsection 29 (1) against any of the tenants in a residential complex, or
  - (iii) orders a landlord not to breach an obligation under subsection 41 (2) or (3) again.

2006, c. 17, s. 234; 2009, c. 33, Sched. 21, s. 11 (9); 2010, c. 8, s. 39 (2).

### **Harassment, interference with reasonable enjoyment**

**235. (1)** Any landlord or superintendent, agent or employee of the landlord who knowingly harasses a tenant or interferes with a tenant's reasonable enjoyment of a rental unit or the



residential complex in which it is located is guilty of an offence. 2006, c. 17, s. 235 (1).

### **Exception**

(2) For the purposes of subsection (1), the carrying out of repairs, maintenance and capital improvements does not constitute harassment or interference with a tenant's reasonable enjoyment of a rental unit or the residential complex in which it is located unless it is reasonable to believe,

- (a) that the date or time when the work is done or the manner in which it is carried out is intended to harass the tenant or interfere with the tenant's reasonable enjoyment; or
- (b) that the repairs, maintenance or capital improvements were carried out without reasonable regard for the tenant's right to reasonable enjoyment. 2006, c. 17, s. 235 (2).

### **Attempts**

**236.** Any person who knowingly attempts to commit any offence referred to in section 233, 234 or 235 is guilty of an offence. 2006, c. 17, s. 236.

### **Directors and officers**

**237.** Every director or officer of a corporation who knowingly concurs in an offence under this Act is guilty of an offence. 2006, c. 17, s. 237.

### **Penalties**

**238. (1)** A person, other than a corporation, who is guilty of an offence under this Act is liable on conviction to a fine of not more than \$25,000. 2006, c. 17, s. 238 (1).

### **Same**

(2) A corporation that is guilty of an offence under this Act is liable on conviction to a fine of not more than \$100,000. 2006, c. 17, s. 238 (2).

### **Limitation**

**239. (1)** No proceeding shall be commenced respecting an offence under clause 234 (v) more than two years after the date on which the facts giving rise to the offence came to the attention of the Minister. 2006, c. 17, s. 239 (1).

### **Same**

(2) No proceeding shall be commenced respecting any other offence under this Act more than two years after the date on which the offence was, or is alleged to have been, committed. 2006, c. 17, s. 239 (2).

### **Evidence**

#### **Proof of filed documents**

**240. (1)** The production by a person prosecuting a person for an offence under this Act of a certificate, statement or document that appears to have been filed with or delivered to the Board by or on behalf of the person charged with the offence shall be received as evidence that the certificate, statement or document was so filed or delivered. 2006, c. 17, s. 240 (1).

#### **Proof of making**

(2) The production by a person prosecuting a person for an offence under this Act of a certificate, statement or document that appears to have been made or signed by the person charged with the offence or on the person's behalf shall be received as evidence that the certificate, statement or document was so made or signed. 2006, c. 17, s. 240 (2).

#### **Proof of making, Board or Minister**

(3) The production by a person prosecuting a person for an offence under this Act of any order, certificate, statement or document, or of any record within the meaning of section 20 of the *Statutory Powers Procedure Act*, that appears to have been made, signed or issued by the Board, the Minister, an employee of the Board or an employee of the Ministry, shall be received as evidence that the order, certificate, statement, document or record was so made, signed or issued. 2006, c. 17, s. 240 (3).

### True copies

(4) Subsections (1) to (3) apply, with necessary modifications, to any extract or copy of a certificate, statement, document, order or record referred to in those subsections, if the extract or copy is certified as a true extract or copy by the person who made the extract or copy. 2006, c. 17, s. 240 (4).

## PART XVII REGULATIONS

### Regulations

**241. (1)** The Lieutenant Governor in Council may make regulations,

1. prescribing circumstances under which one or more rental units that form part of a residential complex, rather than the entire residential complex, are care homes for the purposes of the definition of “care home” in subsection 2 (1);
2. prescribing services that are to be included or not included in the definition of “care services” in subsection 2 (1);
3. prescribing charges not to be included in the definition of “municipal taxes and charges” in subsection 2 (1);
4. prescribing persons that are to be included or are not to be included in the definition of “tenant” in subsection 2 (1) and exempting any such persons from any provision of the Act specified in the regulation;
5. prescribing, for the purposes of the definition of “vital service” in subsection 2 (1), the part of each year during which heat is a vital service;
6. prescribing classes of accommodation for the purposes of clause 5 (n);
7. prescribing federal, provincial or municipal programs for the purpose of paragraph 3 of subsection 7 (1);
8. providing that specified provisions of this Act apply with respect to any specified housing project, housing program, rental unit, residential complex or other residential accommodation or any class of them;
9. exempting any housing project, housing program, rental unit, residential complex or other residential accommodation or any class of them from any provision of this Act;
10. prescribing grounds of an application for the purposes of clause 9 (1) (b);
11. respecting the rules for making findings for the purposes of subsection 9 (2);
12. prescribing for the purposes of section 22, paragraph 3 of subsection 29 (1) and subsection 31 (1),

- i. standards and criteria to be applied by the Board in determining if a landlord, superintendent or agent of a landlord has substantially interfered with the reasonable enjoyment of a rental unit or residential complex in carrying out maintenance, repairs or capital improvements to the unit or complex, and
  - ii. criteria to be applied by the Board in determining whether to order an abatement of rent under subsection 31 (1) when a landlord, superintendent or agent of a landlord is found to have substantially interfered with the reasonable enjoyment of a rental unit or residential complex in carrying out maintenance, repairs or capital improvements to the unit or complex and rules for calculating the amount of the abatement;
13. prescribing the hours during which a landlord is required to make an evicted tenant's property available to be retrieved under subsection 41 (3);
14. prescribing conditions applicable to discounts referred to in subsection 111 (2) or paragraph 1 of subsection 111 (2.1);
15. prescribing discounts for the purpose of paragraph 2 of subsection 111 (2.1);
16. prescribing rules for the purpose of subsection 111 (3) for calculating the lawful rent which may be charged where a landlord provides a tenant with a discount in rent at the beginning of, or during, a tenancy, and prescribing different rules for different types of discounts;
17. prescribing rules for the purpose of subsection 111 (4) for the calculation of lawful rent where the rent a landlord charges for the first rental period of a tenancy is greater than the rent the landlord charges for any subsequent rental period;
18. prescribing the circumstances under which lawful rent for the purposes of section 112 will be other than that provided for in section 112 and providing the lawful rent under those circumstances;
19. prescribing information to be included in a notice under clause 114 (3) (e);
20. prescribing information to be filed and the time in which it is to be filed for the purposes of subsection 115 (4);
21. respecting rules for increasing or decreasing rent charged for the purposes of sections 123 and 125;
22. prescribing services, facilities, privileges, accommodations and things for the purposes of paragraph 2 of subsection 123 (1);
23. defining or describing the method for determining what constitutes "extraordinary increase" for the purpose of section 126;
24. prescribing rules governing making information available under subsection 126 (4);
25. prescribing the rules for making findings for the purposes of subsection 126 (10);
26. prescribing rules governing the time period to be specified in an order under clause 126 (10) (b);
27. prescribing rules for the purpose of clause 126 (11) (b);

28. prescribing rules for the purposes of section 127;
29. prescribing rules for the purposes of subsection 128 (2);
30. prescribing a percentage, a period and rules for the purposes of subsection 128 (3);
31. prescribing rules governing the determination of the date to be specified in an order under clause 129 (b);
32. prescribing rules governing the determination of the percentage by which rent is required to be reduced under subclause 129 (c) (ii);
33. prescribing the rules for making findings for the purposes of subsection 130 (3);
34. prescribing percentages and rules for the purposes of subsection 131 (1);
35. prescribing rules for the purposes of subsection 131 (2);
36. prescribing a number of rental units, a period and methods of service for the purposes of subsection 131 (3);
37. prescribing circumstances for the purposes of subsection 132 (1);
38. prescribing a period of time for the purposes of subsection 132 (2);
39. prescribing rules for the purposes of subsection 132 (3);
40. prescribing the rules for making findings for the purposes of subsection 133 (2) and for determining the effective date for an order under subsection 133 (3);
41. exempting specified payments from the operation of section 134;
42. prescribing rules governing the provision of notice for the purposes of clause 137 (2) (c);
43. prescribing rules governing the provision of a notice for the purposes of clause 137 (3) (b);
44. prescribing the circumstances and the rules governing the reduction of rent for the purposes of clause 137 (3) (c);
45. prescribing the information to be provided to the tenant for the purposes of subsection 137 (4);
- 45.1 prescribing the circumstances and conditions to be met for the purposes of subsection 137 (5);
- 45.2 prescribing the time, the circumstances and the rules for the purposes of subsection 137 (6);
- 45.3 prescribing the circumstances under which a landlord is exempt from complying with subsection 137 (7);
- 45.4 prescribing a period for the purposes of paragraph 1 of subsection 137 (7);
46. prescribing information to be provided to a prospective tenant for the purposes of paragraph 3 of subsection 137 (7);
47. prescribing the portions of information to be provided and prescribing other

- circumstances for the purposes of subsection 137 (8);
48. prescribing the rules and the requirements for the purposes of clauses 137 (9) (a), (b) and (c);
    - 48.1 prescribing other circumstances for the purposes of subsection 137 (10);
  49. prescribing circumstances in which a tenant may apply to the Board under subsection 137 (11);
    - 49.1 prescribing the circumstances under which subsection 137 (15) would not apply;
  50. prescribing rules governing charging tenants a portion of the cost of a utility for the purposes of subsection 138 (1);
  51. prescribing rules governing the provision of a notice for the purposes of clause 138 (1) (a);
  52. prescribing rules governing the reduction of rent for the purposes of clause 138 (1) (b);
    - 52.1 prescribing a period for the purposes of paragraph 2 of subsection 138 (4);
  53. prescribing information to be provided to a prospective tenant for the purposes of paragraph 4 of subsection 138 (4);
  54. prescribing the rules and the requirements for the purposes of clauses 138 (5) (a), (b) and (c);
  55. prescribing circumstances in which a tenant may apply to the Board under subsection 138 (6);
  56. prescribing the information that shall be contained in an information package for the purposes of section 140;
  57. prescribing a period for the purpose of clause 144 (1) (b);
  58. prescribing an amount for the purposes of paragraph 2 of subsection 164 (2);
  59. prescribing an amount for the purposes of section 165;
  60. prescribing services and things for the purposes of section 167;
  61. respecting the appointment, including the status, duties and benefits, of employees of the Board for the purposes of section 178;
  62. prescribing information to be filed with an application to the Board for the purposes of subsection 185 (1);
  63. prescribing information to be provided under subsection 189 (1);
  64. prescribing circumstances for the purposes of subsection 189 (2);
  65. prescribing time requirements that cannot be extended or shortened for the purposes of subsection 190 (2);
  66. restricting the circumstances in which the Board may, under section 195, require a person to make a payment into the Board;
  67. governing the management and investment of money paid into the Board, providing for

- the payment of interest on money paid into the Board and fixing the rate of interest so paid;
68. prescribing forms of housing assistance for the purposes of clause 203 (b);
  69. prescribing an amount for the purposes of subsection 207 (4);
  70. governing electronic documents for the purposes of section 213, including specifying the types of documents that may be dealt with electronically for the purposes of that section, regulating the use of electronic signatures in such documents and providing for the creating, filing, providing, issuing, sending, receiving, storing, transferring and retaining of such documents;
  71. prescribing an amount for the purposes of subsection 214 (1);
  72. prescribing maintenance standards for the purposes of section 224;
  73. prescribing other criteria for determining areas in which maintenance standards apply for the purposes of clause 224 (1) (c);
  74. respecting the amount or the determination of the amount the Minister may charge a municipality for the purposes of subsection 224 (4), including payments to inspectors, overhead costs related to inspections and interest on overdue accounts;
  75. making a regulation made under paragraph 25, 26, 66 or 67 applicable, with necessary modifications, to an application to which subsection 242 (6) or (7) applies, and providing that the regulation applies despite any regulations made under the *Tenant Protection Act, 1997*;
  76. defining “serious” as it is used in any provision of this Act and defining it differently for different provisions;
  77. defining any word or expression used in this Act that has not already been expressly defined in this Act;
  78. prescribing any matter required or permitted by this Act to be prescribed. 2006, c. 17, s. 241 (1); 2009, c. 33, Sched. 21, s. 11 (10); 2010, c. 8, s. 39 (3).

### Same

[\(2\)](#) A regulation made under subsection (1) may be general or particular in its application. 2006, c. 17, s. 241 (2).

## PART XVIII TRANSITION

### Applications made under *Tenant Protection Act, 1997*

[242. \(1\)](#) Despite the repeal of the *Tenant Protection Act, 1997* but subject to the other provisions of this section, that Act shall be deemed to be continued in force for the purpose only of continuing and finally disposing of applications that were made under that Act before that Act was repealed, including any appeals, motions or other steps in those applications. 2006, c. 17, s. 242 (1).

### Default orders

[\(2\)](#) Sections 177 and 192 of the *Tenant Protection Act, 1997* do not apply to an application

referred to in subsection 192 (1) of that Act unless, before that Act was repealed, an order was made with respect to the application without holding a hearing. 2006, c. 17, s. 242 (2).

### **Powers on eviction applications**

(3) Section 83 of this Act applies, with necessary modifications, and section 84 of the *Tenant Protection Act, 1997* does not apply, to an application made under the *Tenant Protection Act, 1997* before that Act was repealed for an order evicting a tenant, unless the final order in the application was made before that Act was repealed. 2006, c. 17, s. 242 (3).

### **Eviction orders for arrears of rent**

(4) If, pursuant to subsection (1), subsections 72 (4) to (10) of the *Tenant Protection Act, 1997* apply to an eviction order, subsections 74 (11) to (18) of this Act also apply, with necessary modifications, to the eviction order. 2006, c. 17, s. 242 (4).

### **Eviction and other orders for arrears of rent**

(5) Section 82 of this Act applies, with necessary modifications, to an application by a landlord under section 69 of the *Tenant Protection Act, 1997* for an order terminating a tenancy and evicting a tenant based on a notice of termination under section 61 of that Act, and to an application by a landlord under subsection 86 (1) of that Act, unless the final order in the application was made before that Act was repealed. 2006, c. 17, s. 242 (5).

### **Breach of landlord's responsibility to repair**

(6) Section 195 of this Act applies, with necessary modifications, and section 182 of the *Tenant Protection Act, 1997* does not apply, to an application made under subsection 32 (1) of that Act before it was repealed for an order determining that a landlord breached the obligations under subsection 24 (1) or 110 (1) of that Act, unless a final order was made under subsection 34 (1) or 110 (3) of that Act before it was repealed. 2006, c. 17, s. 242 (6).

### **Application for above guideline increase**

(7) Subsections 126 (12) and (13) of this Act apply, with necessary modifications, to an application made under section 138 of the *Tenant Protection Act, 1997*, unless a final order was made under subsection 138 (6) or (10) of that Act before it was repealed. 2006, c. 17, s. 242 (7).

### **Proceedings before other bodies under earlier legislation**

**243.** Section 223 of the *Tenant Protection Act, 1997* continues to apply, despite the repeal of that Act. 2006, c. 17, s. 243.

### **Orders, etc., under former Act**

**244.** Subject to section 242, a reference in this Act to an order, application, notice, by-law or other thing made, given, passed or otherwise done under a provision of this Act includes a reference to an order, application, notice, by-law or thing made, given, passed or done under the corresponding provision of the *Tenant Protection Act, 1997*. 2006, c. 17, s. 244.

### **Information from former Rent Registry**

**245. (1)** The Board shall provide any information it received under subsection 157 (3) of the *Tenant Protection Act, 1997* to members of the public on request. 2006, c. 17, s. 245 (1).

### **Application**

(2) Subsection (1) does not apply after the first anniversary of the date this section comes into force. 2006, c. 17, s. 245 (2).

### **Use of certain forms**

**246.** Despite the repeal of the *Tenant Protection Act, 1997*, the form of a notice of rent increase, notice of increased charges in a care home or notice of termination that could have been used under that Act may be used for the corresponding purpose under this Act any time within two months after this section comes into force. 2006, c. 17, s. 246.

**247.-260.** Omitted (amends or repeals other Acts). 2006, c. 17, s. 247-260.

**261.** Omitted (provides for amendments to provisions of this Act). 2006, c. 17, s. 261.

**262.** Omitted (provides for coming into force of provisions of this Act). 2006, c. 17, s. 262.

**263.** Omitted (enacts short title of this Act). 2006, c. 17, s. 263.

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