

Is your landlord
trying to evict you
or threatening
you for eviction?

**KNOW YOUR
TENANT RIGHTS**



Evictions: A Growing Concern

- Evictions are becoming increasingly common across several cities in Ontario. Using the loopholes in the Residential Tenancies Act (RTA) 2006, the legislation that governs tenancies in Ontario, landlords are able to evict tenants for no fault of theirs.
- People, especially low-income and other vulnerable tenants are already struggling with exorbitant rental prices in Ontario which is made worse by weak rent control with no vacancy control. This acts a major incentive for landlords to evict tenants as they are able to raise the rent by any amount as soon as the tenants are pushed out.
- During the pandemic, non-payment of rent has emerged as another major reason as tenants struggle to pay their rent due to multiple reasons. A survey conducted by ACORN Canada showed that 15% tenants in the country were threatened for eviction due to non-payment of rent during the pandemic.

Be aware of your rights as a tenant; and get connected to resources!

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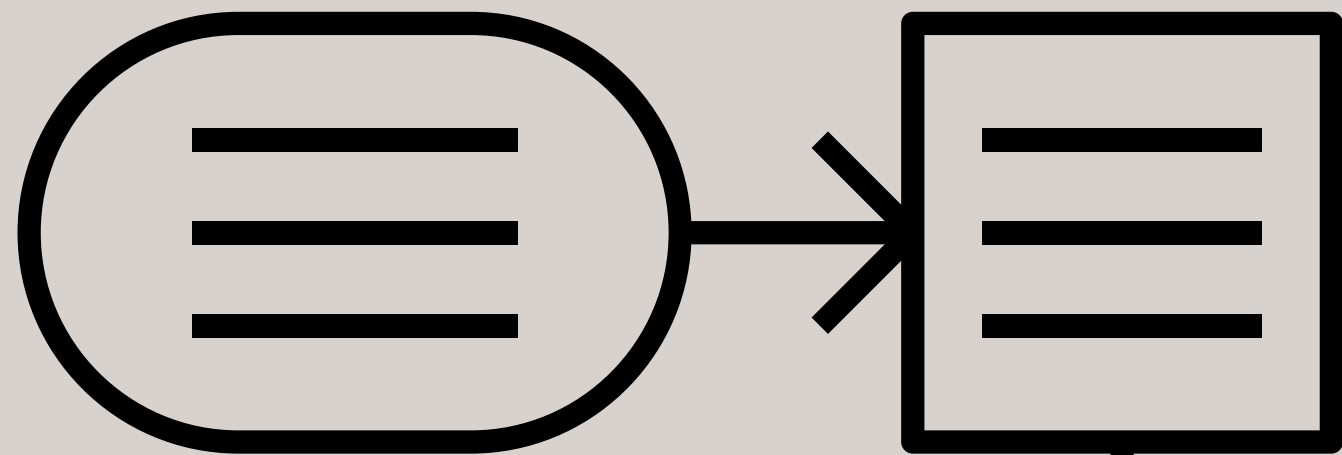
Eviction: Know the Reason

Your landlord can ask you to leave by giving a notice of termination, under certain conditions. Some of the most common reasons your landlord can evict you include the following:

- Your landlord wants to do repairs or renovations that require a building permit and vacant possession of the unit;
- Your landlord wants to tear down the building or use it for something else.
- Your landlord, your landlord's family, someone buying your place, or the buyer's family wants to move in. Family includes only spouse, child, parent, spouse's child, and spouse's parent. It also includes a caregiver for any of them.
- You owe rent to the landlord
- You often pay your rent late
- You or your guests did something illegal on the property.
- You or your guests caused damage or serious problems for your landlord or other tenants.

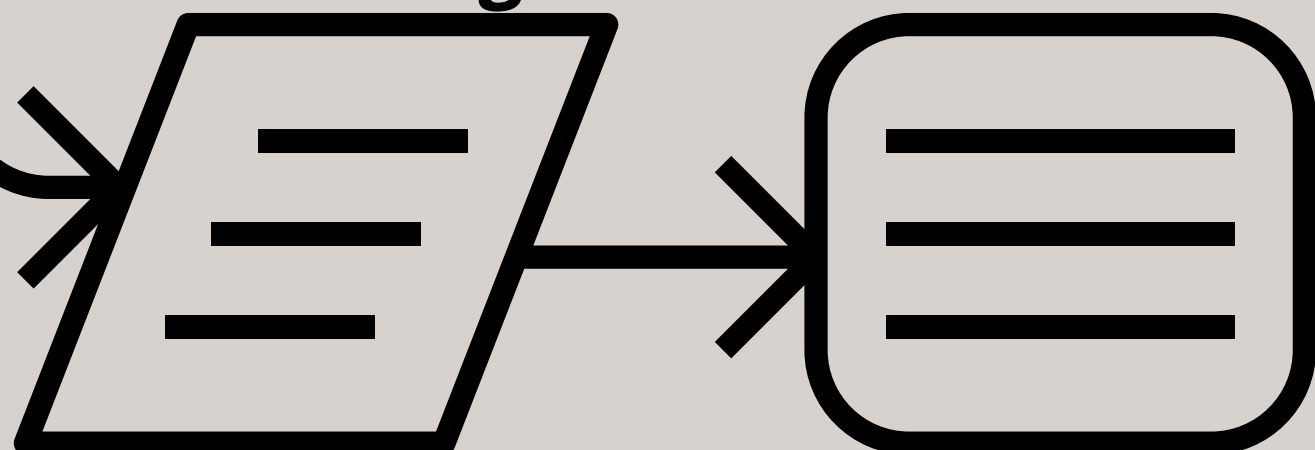
Notice - N Form

Application - L Form



**Mediation or
Hearing**

Eviction



Process of Eviction

Source: CERA

STAGE 1: NOTICE OF TERMINATION OF TENANCY

The landlord needs to provide you a **notice of termination of tenancy**.

N12

If the landlord requires the unit for residential occupation for a period of at least one year for themselves, a specified family member or a caregiver

N13

If the landlord intends to tear down the rental unit or the residential complex, requires the rental unit to be vacant in order to do "extensive" repairs or renovations or intends to convert the rental unit or the residential complex to a non-residential use.

N4

If the reason for the notice of termination of tenancy is non-payment of rent.

N5

For Interfering with Others, Damage or Overcrowding

N8

For Causing Serious Problems in the Rental Unit or Residential Complex

What Should the Notice Say?

- The **reason and details of the reason** why the landlord wants you to leave
- The **date** your landlord wants you to move.
- The landlord must give you the notice a **certain number of days before that date** (these vary depending the reason for the landlord giving you the notice) - **refer to the next slide for examples**
- In some cases, the notice must also tell you what you can do to cancel it. For example, if the notice says you owe rent, it must tell you exactly how much and when you must pay it to cancel the notice.



N12

The notice of termination must be **60 days** after the notice is given and must be the last day of a fixed term tenancy or last day of a rental period, if there is no fixed term tenancy.

N13

For example, if you pay rent on the first of each month, the termination date must be the last day of the month. If the tenancy is for a fixed term (for example, a lease for one year), the termination date cannot be earlier than the last date of the fixed term.

The notice of termination must be **120 days** after the notice is given and must be the last day of a fixed term tenancy or last day of a rental period, if there is no fixed term tenancy.

N4

If the tenant pays rent by the month or year, the landlord must give **at least 14 days** notice. If the tenant pays rent by the day or week, the landlord must give at least 7 days notice.

STAGE 2: HEARING

YOU DO NOT HAVE TO MOVE BUT ACT FAST



- Even if you are not able to cancel the notice, that does not mean you have to move out. But your landlord might take the next step and apply to the **Landlord and Tenant Board (LTB)**.
- The LTB is a tribunal that works like a less formal court.
- Hearings at the LTB happen publicly, which means that if your matter goes to a hearing, you should be prepared to represent yourself in front of an adjudicator in a room full of people.
- Hearings are undertaken in blocks, so the time provided on a hearing application is not the time when the matter will be heard. You might have to spend the day and be prepared to present your case which can happen at any time during the block.
- The LTB or the landlord will provide you a copy of the form (starting with “L”) with the Notice of Hearing. It should have the **date, time and place of hearing**.

Example: Non Payment of Rent



- In case of non-payment of rent or N4 notice, there is a notice period of 14 days within which you may pay arrears owed or decide to move out of the unit
- But, if the N4 is not resolved, the landlord may follow up with an **L1 form** to apply for a hearing at the Landlord and Tenant Board.
- The form should have details about the amount you have to pay to stop the application. Usually this includes the \$190 fee your landlord paid to the Board and charges for any bounced or NSF cheques.
- You can pay the full amount to your landlord or to the Board. Get a receipt. Bring the receipt to the hearing to make sure the landlord's application is stopped.
- The other option is to work out with your landlord and propose a realistic payment plan.

Form L2

The form will be L2 if the landlord wants to:

- end a tenancy and evict a tenant after they give the tenant one of the following Notices to End your Tenancy: N5, N6, N7, N8, N12 or N13;
- end a tenancy and evict a tenant because the tenant abandoned the rental unit, or because the tenant is a superintendent whose employment ended;
- collect money the landlord believes the tenant owes them for damaging the rental unit, for misrepresenting income in social housing or for remaining in the rental unit after the termination date.

CHANGES IN HEARINGS DURING COVID

- LTB is holding hearings by videoconference, phone or in writing.
- Encouraging landlords and tenants to discuss a settlement prior to an eviction application hearing with an adjudicator
- Expanding the use of Case Management Hearings to include most eviction applications filed by landlords that do not include rent arrears.



WHAT HAPPENS AT THE HEARING?

- At the hearing, the landlord must prove that the application is in good faith and that there is a legal reason to evict you.
- You have the right to question or challenge any evidence your landlord brings.
- Make sure you have all the important evidence such as witnesses, photos, audio or video recordings, work orders, letters or receipts that can support your case.
- Take three copies of each of the documents you would like to share.

YOU MUST GO TO THE HEARING OR HAVE SOMEONE REPRESENT YOU.

**THE BOARD MAY DECIDE TO EVICT YOU EVEN IF YOU ARE A FEW
MINUTES LATE**

HOW TO RAISE FAIRNESS ISSUES?

Section 83 of the RTA: Relief from Eviction, Refusing or Delaying an Eviction.

- When this section is raised, the LTB must review and consider the circumstances of each case to determine whether or not the eviction should be refused or delayed. In some cases, the LTB must refuse the eviction. These powers are referred to as “relief from eviction.”
- If the landlord is successful and shows that the tenant breached the RTA, section 83 requires the LTB to consider all the circumstances before issuing an eviction order.
- Sometimes the LTB will allow the tenancy to continue with conditions, or will provide more time for the tenant to move out of their home.

FACTORS:

- Length of the tenancy
- Children in the unit
- Age of the tenant
- If the tenant has a disability
- If the tenant is low-income
- The tenant’s connection to the community
- If conditions can be put in place to remedy the breach

More details here: For more details on this, click here:

<http://www.sjto.gov.on.ca/documents/lrb/Interpretation%20Guidelines/07%20-%20Relief%20from%20Eviction%20-%20Refusing%20or%20Delaying%20an%20Eviction.html>

Raising issues related to repair in eviction hearings (Section 82)

Currently, when a landlord files an application with the Landlord and Tenant Board (LTB) based on non payment of rent, the tenant can attend the hearing and raise any new issue, without advance notice, to argue or justify why they have defaulted in the rent.



**This has
changed
post Bill**

184

(discussed later)

Navigating Accommodations & Disability at the LTB

What is it?

Accommodations are arrangements that will allow everyone full participation in the tribunal process.

Who is it meant for?

The LTB will make accommodations in the hearing process for people who have needs related to grounds in the Ontario Human Rights Code. Example, interpreter support, or if tenants have a physical, developmental or mental health- related disability, they can ask for accommodation.

When and how to request for it?

- In person or by telephone by mail or fax or by e-mail to: ltb@ontario.ca
- Requests should be made with as much advance notice as possible in order for the LTB to make arrangements ahead of time.



Ex Parte Order: If the Board did not hold a hearing

In some situations, the LTB can make an eviction order without holding a hearing. This is called an "ex parte" order. Your landlord is allowed to apply for an ex parte order if they claim that:

- you and your landlord made an agreement to end your tenancy,
- you gave your landlord a notice to end your tenancy, or
- a previous eviction case ended with a Board order or an agreement between you and your landlord, and you have failed to follow the order or agreement.

To know more about this, please go to this link: https://www.acto.ca/production/wp-content/uploads/2017/07/3-Tip-Sheet-I-am-being-evicted-because-I-did-not-dowhat-I-agreed-to-do.-What-should-I-do-now-_ENG.pdf

If you would like a hearing in case of a Ex Parte Order

- You can ask the Board to "set aside" the ex parte order and hold a hearing where you will have a chance to tell your side.
- For this, file a form called an **S2-Motion to Set Aside an Ex Parte Order** with the Board.
- If you file this motion within 10 days after the date of the ex parte order, the Board will schedule a hearing.
- If you miss the 10-day deadline, you must also fill in a Request to Extend or Shorten Time form. Give the Board a good reason for missing the deadline, and explain why it would be fair to extend it.
- To fill out the form, first you must find out the reason that the Board made the eviction order. This reason should be on the first page of the order.
- You can contact LTB Regional Office and ask for a copy of the papers your landlord used to ask for the ex parte order.
- You should also explain why you need to keep your home because of your personal, family, or work situation, and if your situation has changed since you gave notice.
- For more info: <https://stepstojustice.ca/steps/housing-law/2-ask-board-set-aside-hearing>

STAGE 4: EVICTION ORDER

If the Board agrees with your landlord or because you missed the hearing, you will receive an Eviction Order.

- You can challenge the eviction order by asking the LTB to review the decision or by filing an appeal in the court.
- If the eviction order is not stopped, **the Sheriff is the only official who can enforce the order.** You have 72 hours or 3 days to take your belongings.
- If you decide to move out before the Sheriff comes to change the locks, best to take everything with you.
- The landlord may apply to the LTB for an eviction order as soon as the notice of termination of tenancy (the 'N' form) has been given to you. But it should be filed not later than 30 days after the termination date mentioned in the notice of termination of tenancy.

HOW TO CHALLENGE AN EVICTION ORDER?

You can challenge the Eviction Order if you are not satisfied with the LTB's decision.

- To request a review of the Eviction Order, fill out a **Request to review an Order Form** and give to the LTB. It costs \$55 to apply.
- You must do this within 30 days from the date of the eviction order. This is the date at the bottom of the last page of the order.
- You may not have to pay the \$55 to file your request if you qualify for a fee waiver. To find out whether you qualify, fill out a form called Fee Waiver Request and give it to the LTB with your Request to Review an Order.
- You can get the Request to Review an Order form and a Fee Waiver Request form from the LTB or a ServiceOntario Centre. These forms are also available to download from the LTB's website at www.sjto.gov.on.ca/ltb.
- You can also appeal to the Divisional Court if you believe there is an error of law.
- To know more about how or when to challenge an eviction order, you can read ACTO's tipsheet here: <https://cleoconnect.ca/resource/yourlegalrights/i-think-my-order-from-the-landlord-and-tenant-board-is-wrong-what-should-i-do/>

How to Void an Eviction Order for Rent Arrears?

- To stop the Sheriff from coming you must pay all the money you owe your landlord by a certain date. You can pay the full amount you owe either:
 - on or before the termination date in the eviction order, or
 - after the termination date in the eviction order but before the Sheriff comes. You are allowed to do this only once in any place you rent.
- Go to your nearest Board office and tell staff at the front counter that you want to “make a payment into the Board, in trust”.
- Take the deposit slip to any CIBC branch, pay the money at the bank and get a proof of payment (stamped deposit slip)
- After making the payment, ask the Board to void the eviction order. Voiding cancels the eviction order.
- Fill in a Form: Tenant’s Affidavit and Motion to Void an Eviction Order for Arrears of Rent and submit it to the LTB.
- There is no hearing. The decision will be based on what you write and the information you have provided.
- The Board’s decision will be written in an order that tells you whether the Board has denied or granted your Motion to Void. You can pick up a copy of the new order from the Board or you can ask the Board to send you a copy by mail.
- For more info: https://www.acto.ca/production/wp-content/uploads/2018/01/9-Tip-Sheet-If-I-pay-Can-I-stop-the-Sherrif-from-coming_ENG.pdf

EVICTIION MORATORIUM ENDED



**Tenants might get
evicted soon!**

The residential evictions moratorium ended July 29, 2020.

As of August 1st:

- Begin to issue eviction orders that are pending;
- Start to issue consent eviction orders which are based on landlord and tenants settling their dispute through an agreement;
- Continue to hear urgent eviction matters related to health and safety that are scheduled;
- Start to schedule hearings for non-urgent evictions; and
- Conduct non-urgent eviction hearings starting in mid-August and into the fall.

**Landlords are STILL
required to have an
eviction order issued by
the Board in order to
have a tenant evicted.**

**A landlord,
superintendent or
agent of the landlord
cannot personally evict
a tenant. Only a sheriff
can evict a tenant.**

WHAT IS BILL 184?

Bill 184 is officially titled **Protecting Tenants and Strengthening Community Act**.

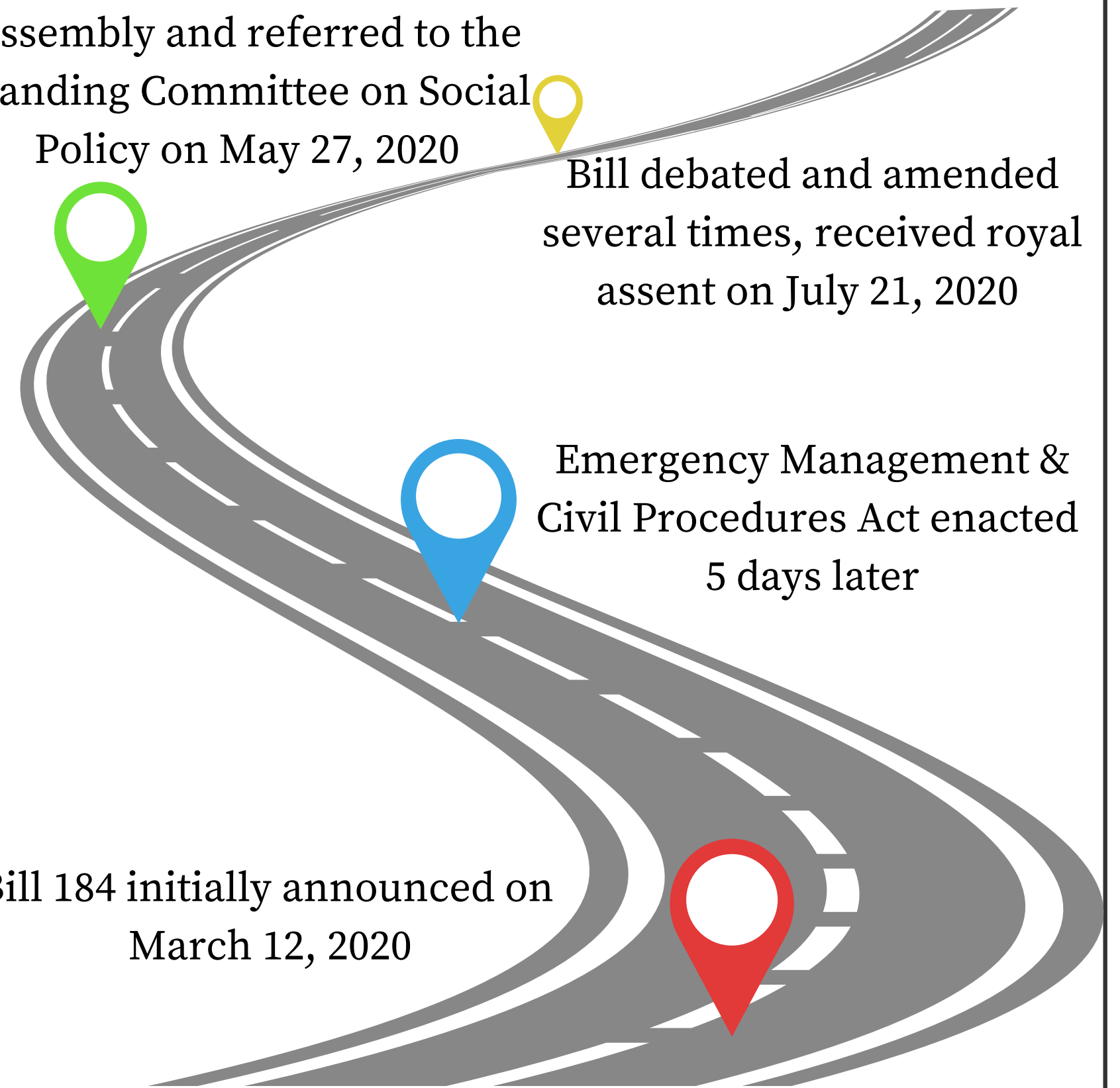
It repeals several pieces of the housing legislation in the Province, including the Residential Tenancies Act 2006.

Bill read again at the Legislative Assembly and referred to the Standing Committee on Social Policy on May 27, 2020

Bill debated and amended several times, received royal assent on July 21, 2020

Emergency Management & Civil Procedures Act enacted 5 days later

Bill 184 initially announced on March 12, 2020



WHAT HAS CHANGED POST BILL 184?

Prior to Bill 184

Mediation

In order for tenants and landlords to enter into mediation, both parties needed to agree to this type of dispute resolution. If they did not agree, or, were unable to reach a decision, the case would proceed to a hearing.

Hearing for nonpayment of rent:

Tenants' right to defend themselves Section 82 of the RTA provides tenants with the right to talk about problems with their unit at an arrears hearing, which may have contributed to the tenant falling into rent arrears or may reduce the amount of the arrears owed by the tenant. The most common issue raised by tenants is their landlord has not done necessary repairs.

Post Bill 184

Section 194 (1) is amended to say that the Board can decide to require mediation or alternative dispute resolution as part of its power.

Tenants are now required to provide advance written notice to their landlord to inform them of the tenant issues they plan to raise at the hearing. Tenants who do not provide notice will need to explain to the Board why they failed to provide the landlord with advance written notice of their issues. If the LTB bars the tenant from raising their issues at the hearing, a tenant would have to file their own tenant application against the landlord if they wanted to raise these issues.

WHAT HAS CHANGED POST BILL 184?

Prior to Bill 184

Section 83: As per this section, the LTB must consider a tenant's "extenuating" circumstances to weigh whether or not it would be fair to proceed to an eviction. For eg. Illness, Job Loss, Tragedy etc. The Board often considers ordering a repayment plan as a condition of the continuation of tenancy.

Post Bill 184

Now, it allows the LTB adjudicator to consider whether or not a tenant entered into a repayment plan with a landlord between the period of March 17, 2020 (ending on a yet-to-be-determined date).



Bill 184 allows for an illegal rent increase to be considered legal if the tenant does not challenge it within 12 months of the increase. If the tenant learns that their rent increase was illegal after the 12 months of paying that rent amount, they are no longer able to dispute the increase.

- Tenants should carefully read their Notice of Rent Increase. The landlord must give tenants 90 days notice before the rent increase takes effect.
- Tenants in rent regulated units should look up the annual rent guideline and confirm the landlord calculated the rent increase correctly.
- If the notice is incorrect a tenant does not have to pay the rent increase. If a tenant discovers an error after starting to pay the new rent amount, they can bring an application to the LTB to have the funds returned.

Repayment agreement

Bill 184 changes the RTA provisions regarding repayment agreements made outside of the Landlord and Tenant Board (LTB).

Now, a landlord can give a tenant (without prior consent) a **take-it-or-leave-it repayment plan**, with terms that are unaffordable for the tenant, and includes a section 78 clause that permits the landlord to seek an eviction order ('ex parte') without a hearing or notice if the tenant breaches the agreement.

What can tenants do to oppose repayment agreements?

- A tenant is not required to sign anything they do not understand or cannot afford.
- Tenants also have the right to present their own repayment plan to the landlord with terms they are confident they can meet on their income.
- Tenants who are offered repayment plans by their landlords should proceed with caution. Tenants should seek advice from their legal clinic or Tenant Duty Counsel. They must carefully read and understand every term and its consequences.
- If the landlord and tenant cannot agree on a reasonable repayment plan, the matter will be heard at the LTB. But, at the hearing, the adjudicator will consider whether the landlord offered the tenant a repayment plan in their decision.
- A tenant should explain why they felt it was not fair or feasible for them to sign it.

N12 and N13 Applications

Specific Issues



N12 and N13 Applications (Personal use by landlord/Demoviction/Renoviction/Conversion)

What if the landlord is acting in bad faith?

If you are given N12 or a N13 notice, you can file a T5 application with the LTB if:

- you believe the landlord gave a notice in bad faith; and
- you move out of the unit as a result of the landlord's notice or an application to the board or an order by the Board; and
- no person specified has occupied the unit with a reasonable time after you vacated or the landlord did not demolish, convert or repair the unit within a reasonable time.

What is "Bad Faith"?

If you get a N12 notice, you can prove the landlord is acting in bad faith if they:

- advertise the rental unit for rent;
- enters into a tenancy agreement with someone other than you;
- advertises the rental unit/building for sale/demolishes the rental unit/the building containing the rental unit; or
- takes any step to convert the rental unit/the building to use it for a non residential purpose.

If you get a N13 notice and you told the landlord that you want to move back in after repairs are done, but you are not allowed to. If you also wish to end your tenancy, you can give as little as 10 days' notice.

FORM N12: WHAT CONSTITUTES RESIDENTIAL PURPOSE?

The LTB must consider whether the landlord has a genuine intention to occupy the premises. The landlord must establish that the unit will be used for "residential occupation". Although, not defined in the RTA, following are some that have been considered "NOT residential" in previous cases:

- occasional or infrequent use of the rental unit;**
- using the rental unit as a business office;**
- leaving the rental unit after the tenant vacates it.**

What constitutes residential?

- Using the basement rental unit for storage of items the landlord uses for their profession and create a recreation room;**
- using the basement unit as home office/study where the landlord lives on the upper floors so long as business or other such activity does not constitute the predominant use.**

N13: Demolition/Renovation/ Conversion

RENOVATION

The landlord must prove that they have: obtained all necessary permits or other required authority or taken; or taken all reasonable steps to obtain all necessary permits or other authority may be required to carry out the activity, if it is not possible to obtain the permits.

DEMOLITION

The Act does not define the word demolish. The Canadian Oxford Dictionary defines demolish as “pull down, completely destroy or break”. It suggests that to demolish something constitutes an irrevocable action destroying an object. **The landlord has to submit a Demolition Permit to the LTB.**

CONVERSION

The landlord can give a notice of termination to a tenant on behalf of a purchaser if:

- the landlord has entered into an agreement of purchase and sale to sell the residential complex containing no more than 3 units or a condo unit;
- the purchaser requires possession of the complex/the unit for residential occupation by the purchaser/their spouse/child or parent of one of them. The landlord must give an agreement of purchase and sale of the residential complex, together with an explanation of the circumstances of the intended sale.

Your Right of Compensation

DEMOLITION

If the notice to end your tenancy are for the purposes of **demolition or conversion to non-residential use** and the rental unit is located in a residential complex (now applicable to those that have fewer than 5 residential units) - **You must be paid three months rent or offered another rental unit that is acceptable to you.**

BUT, this requirement does not apply if the landlord has been ordered to demolish the residential complex. Also, this does not apply to most social housing rental units.

RENOVATION

a. If you told your landlord in writing that you want to move back in once the repairs are done, the landlord needs to pay you an amount equal to the rent for the time it takes to do the work, **upto a maximum of 3 months' rent.**

b. If you did not tell the landlord that you want to move back in, you must be paid 3 months' rent or offered another unit that is acceptable to you.

BUT, if the landlord was legally ordered to the work, they don't have to pay you or offer another unit.

Your Right of Compensation



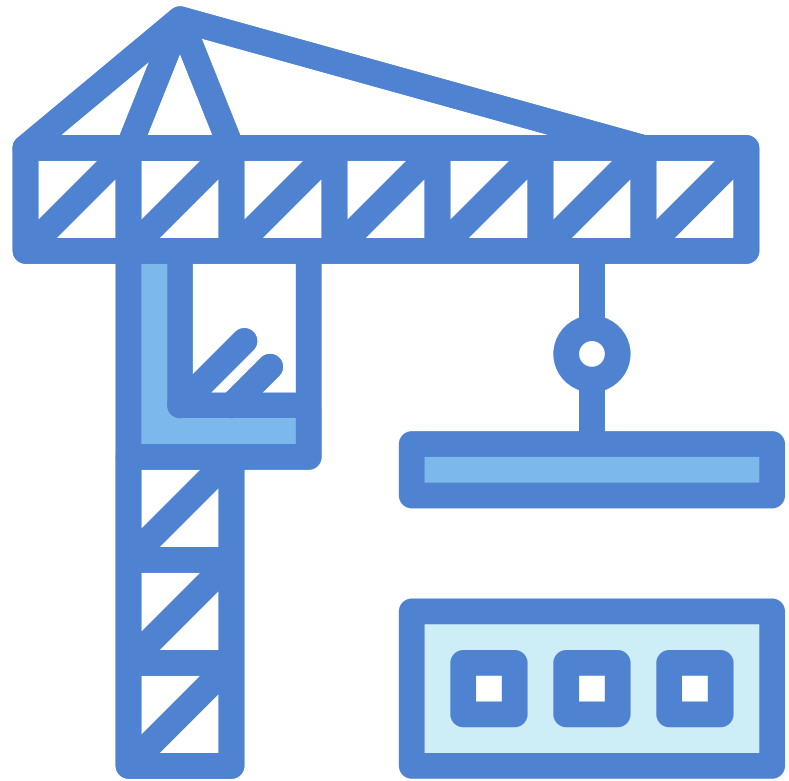
Landlord requires the possession of the unit

If the notice to end the tenancy is for the reason that the landlord requires the rental unit for their possession, they need to pay one month's rent or offer you another rental unit acceptable to you.

BEWARE: THE LANDLORD MIGHT OFFER YOU CASH OR BUYOUT SO THAT THEY CAN MOVE YOU OUT. BEWARE OF THIS SITUATION AS THE AMOUNT THAT THEY OFFER MIGHT NOT BE SUFFICIENT FOR YOU TO GET ANOTHER RENTAL UNIT.

YOUR RIGHT TO FIRST REFUSAL IN CASE OF REPAIRS

- You have the right of first refusal to occupy the unit when the repairs are done.
- You need to give the landlord notice in writing before vacating the unit and also inform them about your new address, if you wish to return.
- You must tell the landlord in writing that you wish to move back in.
- Upon return, the rent must be the same as the rent before the tenancy was terminated. However, it could be higher if the rent would have been allowed to be higher under the normal rules, if the interruption (due to repair) had not happened.
- You must also keep the landlord informed in writing of any change in your address.



NEED HELP?

Want to seek legal advice:

Legal Clinics: For legal advice or para legal services, contact a legal clinic: <http://www.legalaid.on.ca/legal-clinics/>

Pro Bono Ontario: Helps Ontarians who cannot afford a lawyer.

Phone: 1-855-255-7256

Website: <https://www.probonoontario.org/housing/>

Center for Equality Rights in Accommodation (CERA):

Free services are telephone and e-mail based. Phone:

416-944-0087 or 1-800-263-113 and Email:

cera@equalityrights.org or visit the website:

<https://www.equalityrights.org>

Need help in paying rent:

- If you are in Toronto and are having a problem paying rent and need help, you can contact Toronto Rent Bank.
- It provides INTEREST FREE loans to help keep tenants in their homes or apartments.
- For more details about the Toronto Rent Bank, please contact
 - Phone: 416-924-2543
 - Email: torontorentbank@nipost.org

Want to read more about your rights:

- **Steps to Justice:** Step-by-step information to help you work through your legal problems. Live chat and email support if you can't find the answers to your questions
Website: <https://stepstojustice.ca/legal-topic/housing-law>
- **A guide by CERA:** Eviction Prevention & Navigating the Landlord and Tenant Board for Community Workers. Available at <https://static1.squarespace.com/static/5e3aed3ea511ae64f3150214/t/5efa54a4d5f34b5d55cbe083/1593463985857/CERA+Guide+final+interactive.pdf>
- **Tip sheets by ACTO:** <https://www.acto.ca/for-tenants/tip-sheets/>

**Want to organize and fight back?
Join ACORN - We can help you
ORGANIZE!**

**Website: acorncanada.org
Organize in Toronto, Hamilton,
Ottawa, London & Elsewhere in
Ontario**





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