Hamilton Tenant Support Program
Tenant Rights Information Package

Your Rights as a Tenant

DISCLAIMER: The following information is intended for educational purposes only and not meant to replace legal advice.

Residential Tenancies Act (RTA)

The Residential Tenancies Act (RTA) is the piece of provincial legislation that governs residential tenancies in Ontario. While it covers most tenancies, some housing situations are excluded, such as when tenants share a kitchen and/or bathroom with their landlord. If you have questions about whether your tenancy is covered, you can reach out to the HCLC to ask questions. For a full list of exemptions, see section 5 of the RTA.

No-fault Evictions

If a tenant hasn't done anything in violation of their lease or the RTA, the landlord can only evict under a few very specific circumstances, detailed below. **Tenants are not required to vacate their unit on the date on an eviction notice.** An eviction can only be ordered by the LTB after a hearing.

Eviction for personal use by the landlord, a purchaser, or family member (N12)

- A landlord can give a tenant an N12 eviction notice if they require the rental unit for their own use or for a designated family member.
- A landlord may also issue an N12 notice on behalf of a purchaser during a sale if they require the rental unit for their own use or for a designated family member.
    - An N12 notice for use by a purchaser/purchaser's family can't be served if the residential complex has more than three residential units. However, once a purchaser becomes the landlord, they can issue an N12 for Landlord's own use, even if there are more than 3 units.
- Designated family members for a landlord/purchaser includes: a spouse, a child or parent, or a person who will provide care services to the landlord/purchaser or a designated family member that also resides in the building.
    - No other person or family member not specified above can occupy the rental unit for an N12 eviction (i.e. siblings, grandparents, etc.).
- The occupant specified on the N12 for landlord's own use must require the unit for residential occupation for at least 1 year after the eviction. If the notice is based on purchaser's own use, the requirement is just genuine intent to occupy the unit; there is no minimum period of time required.
- The termination date on an N12 must be at least 60 days after the notice is given and must be the last day of a rental period (i.e. the last day of the month when rent is paid monthly).
- Tenants are entitled to compensation equal to one months' rent or the landlord must offer the tenant another rental unit acceptable to them.
- Corporate landlords cannot issue N12 eviction notices.

Eviction for repairs, demolition, or conversion (N13)

- A landlord can give a tenant an N13 eviction notice if they plan to demolish the rental unit, convert it to a purpose other than residential premises, or do repairs or renovations that are so extensive that they require a building permit and vacant possession of the rental unit.
- The termination date on an N13 must be at least 120 days after the notice is given and must be the last day of a rental period (i.e. the last day of the month when rent is paid monthly).
- Rules and compensation for demolitions:
    - If the residential complex contains **5 or more units**, tenants are entitled to compensation equal to **three months' rent** or the landlord must offer the tenant another rental unit acceptable to them.
    - If the residential complex contains **fewer than 5 units**, tenants are entitled to compensation equal to **one months' rent** or the landlord must offer the tenant another rental unit acceptable to them.
    - No compensation is required if the landlord has been ordered to demolish the residential complex.
    - The requirement to pay compensation does not apply to most social housing rental units.
- Rules and compensation for conversions:
    - If the residential complex contains **5 or more units**, tenants are entitled to compensation equal to **three months' rent** or the landlord must offer the tenant another rental unit acceptable to them.
    - If the residential complex contains **fewer than 5 units**, tenants are entitled to compensation equal to **one months' rent** or the landlord must offer the tenant another rental unit acceptable to them.
    - The requirement to pay compensation does not apply to most social housing rental units.
- Rules and compensation for repairs/renovations:
    - If a tenant receives an N13 notice for extensive repairs or renovations, they have the option to move back into the rental unit after the repairs or renovations are complete and pay their current rent. This is called the **right of first refusal**. To exercise their right of first refusal, tenants must inform the landlord in writing of their intent to re-occupy the rental unit **before moving out** and keep the landlord informed of any changes to their address for the duration of the repairs/renovations. A landlord cannot refuse to allow a tenant to move back into the rental unit if they gave proper notice.
    - For residential complexes that contain **5 or more units:**
        - If a tenant **does** want to move back after the repairs are completed, they are entitled to compensation equal to either **three months' rent** or the total rent for the duration of the repairs/renovations, whichever is **less**.
        - If a tenant **does not** want to move back after the repairs are completed, they are entitled to compensation equal to **three months' rent** or the landlord must offer another rental unit acceptable to them.
    - For residential complexes that contain **fewer than 5 units:**
        - If a tenant **does** want to move back after the repairs are completed, they are entitled to compensation equal to either **one months' rent** or

the total rent for the duration of the repairs/renovations, whichever is **less**.
        - If a tenant **does not** want to move back after the repairs are completed, they are entitled to compensation equal to **one months' rent** or the landlord must offer another rental unit acceptable to them.
    - No compensation is required if the landlord has been ordered to do the repair or renovation.
    - The requirement to pay compensation does not apply to tenants in social housing rental units.

General rules for no-fault evictions

- After being given an N12 or N13 notice, tenants can end their tenancy before the termination date on their eviction notice by giving the landlord ten days' written notice using a Tenant's Notice to End the Tenancy (N9).
- The compensation required for no-fault evictions is separate from last month's rent or other deposits and must be paid to tenants, in addition to any potential reimbursement or use of deposits, by the termination date on the eviction notice.
    - If a landlord does not pay a tenant the required compensation by the termination date, the LTB must refuse the eviction.
    - If a landlord pays the required compensation and then the LTB dismisses the eviction application, the tenant may be ordered to repay the compensation to the landlord.
- Landlords have to file an application to end a tenancy (L2 application) with the LTB to get an eviction order. The application can be filed as soon as an N12/N13 notice has been given to the tenant, but no later than 30 days after the termination date on the notice. If an application is filed late, it will be dismissed.
- An N12 or N13 notice with an incorrect termination (not the last day of a rental period) date is defective. The LTB can't issue an eviction order for a defective eviction notice. Defective notices cannot be changed or fixed after they are given; the landlord must issue a new notice with a new termination date.
- An L2 application based on an N12 or N13 notice must list every N12/N13 notice a landlord has given two years to the day before the application was filed. This includes N12/N13 notices given to other tenants or for different rental units or residential complexes, even if the landlord no longer owns that unit or complex. The LTB should not accept an L2 application unless all the required information about previous notices has been provided.

Rent Increases

The RTA contains several rules surrounding rent increases:

- Landlords must give tenants a minimum of 90 days notice of an upcoming rent increase. Normally this is given on an N1 (or N2) form but any written notice containing all the same information as an N1 can be valid.
- Landlords can only increase the rent once every 12 months (or 12 months after the tenancy began).
- Rent increases do not need to happen in the same month every year. Landlords can wait longer to increase the rent and issue a notice anytime after 12 months have passed.

Most tenants are protected by rent control, however, rent control does NOT apply to:

- Units that are occupied for residential purposes (this means anyone living in the unit, not just tenants) for the first time after November 15, 2018. This includes all units in newly constructed buildings, units in new additions to existing buildings, units in properties recently converted to residential use for the first time, and new apartments in previously unfinished basements. This DOES NOT apply to existing residential units that have undergone renovations or remodelling.
    - If there is disagreement about whether a unit is exempt from rent control, it is the landlord's responsibility to prove that the unit was completed or first occupied after November 15, 2018.
- Tenants moving into a new unit and entering a new lease agreement. When a tenant moves out, landlords are free to increase the rent and charge the incoming tenants as much as they would like.
- Community and social housing units. Social housing is covered by the RTA, but has different rules for rent control and notice for rent increases.

Each year the provincial government releases a guideline determining the maximum percentage for rent increases in the following year. The RTA states that the provincial guideline can never exceed 2.5%. Your landlord cannot increase your rent more than the provincial guideline amount, unless your unit is exempt from rent control or they apply at the LTB for what's called an Above Guideline Rent Increase (AGI).

- The provincial guidelines for 2024 and 2025 are both 2.5%.

Above Guideline Rent Increases (AGIs)

Landlords can apply for an AGI to recover certain expenses that are not taken into account when calculating the guideline amount. These expenses include:

1. An extraordinary increase in property taxes or charges for the residential complex or building containing the rental units.
    - A tax increase is considered extraordinary if it is more than 1.5x the guideline amount (the guideline plus 50% of the guideline). For a guideline of 2.5%, an extraordinary tax increase would be anything greater than 3.75% (2.5 x 0.5 = 1.25, 2.5% + 1.25% = 3.75%).
2. A new or sharp increase in operating costs related to security services.
    - A landlord can only claim security services provided by people who are not their employees. For example, an application claiming increased costs for a building superintendent who provides security services in addition to their regular responsibilities is not allowed.
3. Capital expenditures for significant renovations, repairs, necessary replacements, or new additions to the residential complex or one or more of the rental units in it.
    - A capital expenditure is eligible if it is necessary to protect or restore the physical integrity of all or part of the residential complex, to maintain a plumbing, heating, mechanical, electrical, ventilation, or air conditioning system, to comply with the landlord's responsibility to repair in the RTA, improves accessibility for people with disabilities, promotes energy or water conservation, maintains or improves the security of all or part of the residential complex, has already been incurred by the landlord when the AGI application is filed, and is completed within the prescribed time.
    - Capital expenditures do not include:

        - routine or ordinary work undertaken on a regular basis to maintain the building in its operating state, such as cleaning, elevator servicing, general building maintenance, grounds-keeping and appliance repairs.
        - work that is largely cosmetic in nature or is designed to enhance the level of prestige or luxury of a unit or residential complex.
    - Note: tenants who began their tenancy after a capital expenditure was incurred cannot be included in an AGI application.

An AGI application must be filed at least 90 days before the day the rent increase being claimed in the application takes effect, known as the first effective date (FED).

- All work necessary for capital expenditures must have been completed during the 18 month period that ends 90 days before the FED.
- Landlords must give a copy of the AGI application and Notice of Hearing to all tenants who are affected. If capital expenditures are being claimed, they must also make all supporting documents submitted to the LTB available to tenants. These documents must be given to tenants at least 30 days before the hearing date.

Tenants can dispute an AGI application and present evidence to explain why it should not be allowed. They can also present evidence that the landlord is in serious breach of their maintenance obligations, or has not completed ordered repairs to an elevator.

- A maintenance breach has to be serious for the LTB to have the authority to consider it during an AGI hearing. The LTB interprets "serious" as something that is "substantial and ongoing and not only minor, trivial or of passing concern" or a breach that "adversely, materially and substantially, affects a tenant's enjoyment of the rental unit".
    - A landlord who has been notified and failed to make several minor repairs within a reasonable time, or repeatedly ignores requests for necessary repairs or maintenance, may be found to be in serious breach, even if each of the minor repairs alone would not be considered severe or to have an adverse effect on a tenant.
- The LTB can only take existing serious breaches of the landlord's maintenance obligations into consideration in an AGI hearing. This means claims relating to the landlord’s failure to repair or maintain must be **current and unresolved**.

If you receive notice for an above guideline increase, you do **NOT** need to pay more than the legal increase until the AGI is approved and the LTB issues an order.

- If a landlord gives tenants a notice of rent increase based on an AGI before the LTB has ordered the increase, tenants must pay at least the amount the landlord could legally charge without an order.
- If a tenant pays more than the legal increase and an AGI application is unsuccessful, or the LTB orders a smaller amount, the landlord owes that tenant any amount that they overpaid.
- If an AGI application is successful and a tenant has not paid the amount required by the order, the tenant owes the landlord the difference between what they have paid and the amount required by the order.
    - If the LTB approves an AGI three months or more after the FED, they can also order that any money owed by a tenant as a result of the ordered increase be paid in monthly installments over a period of up to 12 months.

Maintenance/Repairs

Landlords have an obligation to maintain their buildings and tenants' units in a state of good repair. A landlord is responsible for doing all repairs, even if they think the tenant is at fault. Tenants are responsible for the cost of damage that they, or anyone they allow into the rental unit, causes, whether intentionally or as a result of negligence. This does not include regular wear and tear from normal living activities (i.e. **minor** scuffs on flooring, holes in walls from mounting window coverings, decorations, or shelves, etc.). If there is a dispute about who is responsible for a repair, the landlord must pay for it and seek reimbursement through the LTB. Landlords cannot withhold deposits or compensation owed to tenants to cover damages they believe the tenant should pay for.

Retaliation/Harassment from Landlord

Landlords are not allowed to harass, penalize, retaliate against, or interfere with tenants for asserting their rights or for forming a tenant association/union. Tenants have the legal right to organize a tenants' association. Tenants who form a tenants' association are stronger and more effective at enforcing their rights; they can come together to demand better living conditions. These demands can include improving maintenance and security, fighting evictions, demolitions, or conversions, disputing above guideline rent increases and more.

If you receive any notices or threatening letters from your landlord, always remember: **DON'T MOVE AND DON'T SIGN ANYTHING** without getting legal advice!

Hamilton Bylaws

ACORN has been working with the City to strengthen protections for tenants in Hamilton and implement policies that go above and beyond the provincial standards.

Renovation License and Relocation Bylaw (January 2025)

- Aims to disincentivize landlords from renovicting tenants (using renovations as a way to illegally evict tenants), but still allow legitimate renovations to occur.
- Applies to all rental units in Hamilton.
- Requires landlords to apply for a license from the City within 7 days of issuing an N13.
- The license application requires copies of the building permits and a report by an appropriate party verifying the need for vacant possession.
- Landlords must provide tenants with a package explaining their rights and what they are entitled to throughout the process.
- For tenants that want to move back into their units after the renovations, landlords must provide temporary accommodation OR a rental top covering the difference between market rent and the tenant's current rent for the duration of the renovations.

Rental Housing Protection Bylaw (January 2025)

- Aims to protect tenants in purpose built rentals and existing affordable housing from demolition and condo conversion.
- Applies to all residential rental properties city-wide containing 6 or more rental units.
- Requires landlords/developers to apply for a permit from the City to demolish or convert rental properties.

- Enables the City to attach conditions to a permit, such as requiring a minimum number of replacement units in new developments, providing tenants with a compensation package and relocation assistance, and more.
- Requires proof of informing tenants of the application and their rights.

Safe Apartments Bylaw (January 2026)

- Incentivizes landlords to keep their properties in good repair by requiring them to register with the City and fulfil a comprehensive set of requirements to ensure health and safety in their buildings.
- Enforces regulations through proactive building inspections and fines for violations.
- Applies to apartment buildings with 6 or more units and 2 or more stories.
- Will include on-site tenant engagement and education.
- Improve communication between the city, tenants, and property owners.

What Can Tenants Do if Their Landlord Breaks the Rules?

Neglected repairs/maintenance:

- Current or former tenant's can file a T6 (tenant application about maintenance) at the LTB for ongoing or past breaches of the landlord's obligation to maintain. For past breaches, an application must be filed within one year of the day the breach occurred or was resolved, whichever is later.
    - *T6 applications may be covered by the Tenant Support Program.*
- Tenants can make formal complaints about property standards to the Hamilton bylaw department after notifying their landlord, **in writing**, of a maintenance request that their landlord has failed to take steps to address for at least one week.
    - For urgent complaints that are immediate health and safety concerns (i.e. inadequate heating, no running water, etc.) call 905-546-2782 (Monday to Friday, 8:30am-4:30pm) or 905-546-2489 after business hours.
- Tenants can also contact Hamilton Public Health for concerns about pest infestations.

Violation of tenant rights:

- Tenants can file a T2 (application about tenant rights) with the LTB if their landlord or someone acting on the landlord's behalf has violated their rights under the RTA. This can include:
    - Entering a tenant's rental unit illegally
    - Changing the locks without providing the tenant with replacement keys
    - Seriously interfering with the tenant or a member of their household's reasonable enjoyment of the rental unit or the complex
    - Withholding or interfering with a tenant's vital services (heat, water, hydro), care services, or meals
    - Harassing, interfering with, obstructing, coercing or threatening a tenant
    - Not giving a tenant 72 hours to retrieve their property after being evicted by the sheriff or, selling, keeping or disposing of the property during the 72 hour period
- *T2 applications are not covered by the Tenant Support Program.*

Bad-faith evictions

- Tenants can file a T5 (tenant application - landlord gave a notice of termination in bad faith) with the LTB if they were illegally evicted using an N12 or N13 notice.
    - For an N12, the person specified on the notice did not reside in the unit for the minimum 12 months required, or within that time, the landlord advertised the unit for sale or rent, demolished the unit, or took any steps toward converting the unit to another use. An application for this reason must be filed within one year of moving out of the unit.
    - For an N13, the landlord did not complete the work specified on the notice. An application for this reason must be filed within one year of moving out of the unit.
    - For an N13, a tenant who exercised their right of first refusal was not allowed to move back into the unit. An application for this reason must be filed within two years of moving out of the unit.