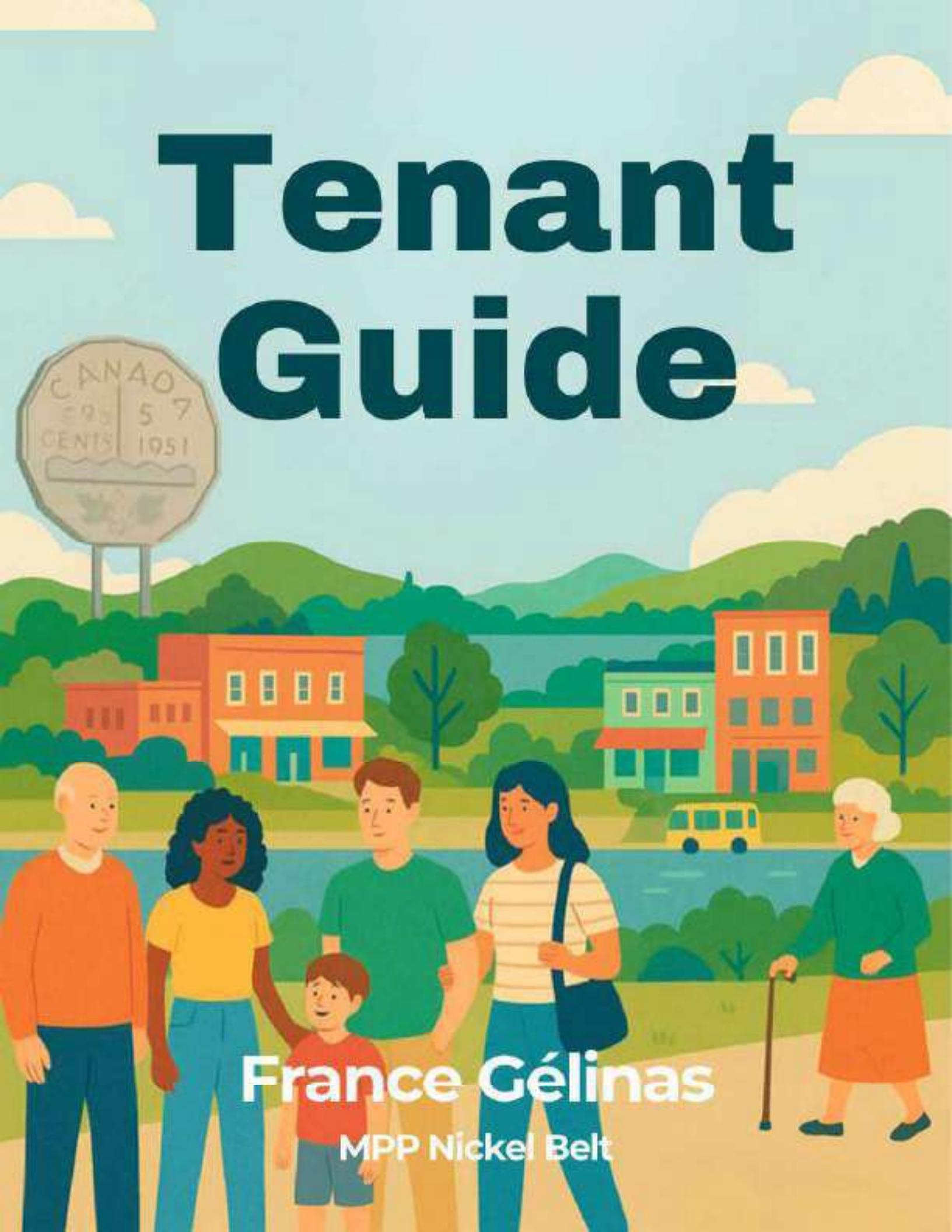


# Tenant Guide



France Gélinas  
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information

01

Key Information

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# Key Information for Tenants

## New 2026 Rent Regulations

The rent increase guidelines for 2026 has been set at 2.1%.

As a tenant, your landlord must give you a notice of a rent increase in the proper form at least 90 days before it takes affect.

There are some important exceptions to consider:

- Your rent may be increased beyond the 2.1%, only if your landlord is approved for an Above Guideline Rent Increase (AGI).
- New buildings, additions to existing buildings and most new basement apartments that are occupied for the first time for residential purposes after November 15, 2018 are exempt from rent control.
- Rent increases are also **not capped** in vacant rental units, **community housing units, long-term care homes or commercial properties.**

### Your rights are protected under the *Residential Tenancies Act*:

The *Residential Tenancies Act* applies to you if you are renting:

- A private residential apartment, house, basement unit, or room.
- A unit in a non-profit or co-operative housing building (with the exception of rent increases).
- A subsidized unit where rent is partially covered by a government program.

# Key Information for Tenants

Unless there is an eviction order from the Landlord and Tenant Board, you **CANNOT** be evicted for:

- Refusing a rent increase above the guideline (unless the landlord has an approved Above Guideline Increase).
- Exercising your legal rights as a tenant, such as requesting repairs or complaining about maintenance issues.
- Having a roommate (unless it is considered overcrowding) or a pet (unless it is causing danger, damage or creates too much noise).
- Discrimination or harassment – you cannot be evicted based on race, gender, disability, family status, religion, or other protected grounds.
- Withholding rent for repairs – if done properly following the RTA procedures.

## Your Rights

- Your landlord cannot shut off your electricity or gas supply.
- Your landlord cannot seize your property unless:
  - Eviction is ordered and 72 hours have passed since enforcement.
  - You have abandoned your rental unit and property.
- Your landlord cannot change your locks unless they have a written eviction notice, executed by a sheriff.

## Paying for Additional Costs

You can receive a deduction in rent when:

- You are taking on additional costs or you have lost access to regular services.
- If your features or amenities are not available at the time you are signing your lease, such as when a renovation is taking place, and when your balcony is closed.

# Key Information for Tenants

- You have paid for costs for utilities to be fixed.
- You purchased a substitute item for a broken utility, such as a space heater in the case of a broken furnace.

## Above Guideline Rent Increase

You do not need to pay a rent increase that does not respect the rules in accordance with the *Residential Tenancies Act*.

You can challenge your rent increase if your rent has increased above the 2.1% and your building was built before 2018.

Your landlord can also issue an Above Guideline Increase if they have incurred costs through capital expenditures, increases in taxes or increased security services provided to the building.

- A capital expenditure is money spent on a significant renovation, repair, replacement, or new addition that has an expected benefit of at least five years. A capital expenditure that replaced an item that did not need replacing will not be eligible for an AGI.

## You Can Fight a Rent Increase!

Tenants who wish to challenge an AGI can become a Respondent at the Landlord and Tenant Board. You are legally entitled to see your landlord's documents before your hearing.

If you wish to challenge an AGI, you should reach out to the Sudbury Community Legal Clinic for advice. For contact information please see page 22.

# 02

## Evictions



# Evictions

There are several actions on the part of the tenant that can result in eviction. Most commonly these include, but are not limited to:

- ▶ Persistent non-payment of rent.
- ▶ Excessive noise or interfering with other tenants.
- ▶ Committing illegal acts in the apartment.
- ▶ Overcrowding.
- ▶ Causing significant damage in the apartment.

There are things you can do to prevent an eviction:

- ▶ Interference of reasonable enjoyment: Stop the offending behaviour within 7 days.
- ▶ Non-payment of rent: pay rent within 7 days.
- ▶ Overcrowding: Reduce the number of people in your apartment within 7 days.
- ▶ Damage: Fix the damage or pay the cost of the repair.

There are also conditions under which a landlord can end your tenancy at the end of your lease without error on your part, as the tenant. Most commonly these include but are not limited to:

- ▶ The landlord 'in good faith' needs to move into the unit, needs to move an immediate family member into the unit, or needs to move in a person who provides care services to a member of their immediate family. The landlord in this case must be an individual, and not a corporation.
- ▶ A renoviction.

# Evictions

## Renovictions

A renoviction is when the landlord wants or needs to perform renovations so extensive that the unit cannot be occupied while they are underway, to demolish the building and build a new one, or to convert the building to non-residential use. The landlord must give at least 120 days notice.

When a renoviction occurs, the tenant must be offered the opportunity to move back into the renovated unit at the same rent that the landlord could have charged if their tenancy had not been interrupted (note: this is not possible for demolition or conversion).

If the tenant intends to move back, the landlord is either required to pay compensation of up to 3 month's rent (1 month if the building has less than 5 units) or the rent for the period of time the unit will be vacant, whichever is less.

## Eviction Process

Before applying for eviction, the landlord must first give you a written notice to end the tenancy. This notice must state the reason for eviction and whether the issue can be corrected. After giving this notice, the landlord may apply to the Landlord and Tenant Board (LTB) for an eviction order. In most cases, the LTB will schedule a hearing and mail you a Notice of Hearing with the date, time, and location.

### Raising Issues at the Hearing (New Rules Under Bill 60)

If you plan to argue against the eviction, for example, by showing that the landlord failed to make repairs, interfered with your rights, or committed another breach, you must now give advance written notice to the LTB.

Under the revised rules:

- **Advance notice is mandatory:** If you do not give written notice of the issues you intend to raise within the required LTB timelines, the LTB will not consider those issues at the hearing.
- **Rent arrears hearings now have additional limits:** If the landlord's application is for non-payment of rent, tenants may raise new issues only if both of the following conditions are met:

# Evictions

- ▶ You submit the "Issues a Tenant Intends to Raise" form before the hearing, and
- ▶ You paid at least 50% of the rent arrears claimed in the landlord's application.

If you do not meet these requirements, the LTB can refuse to hear your counterclaims. Please note, review requests timelines decreased from 30 days to 15 days, which means you have less time to prepare your case, gather documents, or file responses.

## Submitting Evidence

All evidence, documents, photos, receipts, correspondence, must be submitted at least 7 days before the hearing. Oral testimony may still be given at the hearing, but the LTB may not consider issues that were not properly disclosed ahead of time.

## LTB Decision

When deciding whether to issue an eviction order, the LTB must still consider relevant circumstances, including whether the landlord is in serious breach of their obligations or retaliating against you for asserting your rights.

However, your ability to raise these arguments now depends on following the advance-notice rules.

## If an Eviction Order Is Issued

The eviction order will state the date by which you must move out. If you do not leave by that date, the landlord may request that a Court Enforcement Officer (Sheriff) enforce the eviction.

Only the Sheriff can legally evict a tenant. Your landlord cannot remove you, lock you out, or seize your belongings.

Once the Sheriff carries out the eviction, you will have 72 hours to collect your belongings. After that time, the landlord may dispose of anything left behind.

# 03

## Common Disputes



# Common Disputes

## Pets

While a landlord can refuse to rent to a person who has a pet, they cannot evict you for having a pet. This is true even if you agreed to not have a pet in your lease. Any such clause is void. There are specific cases where a landlord can evict you for having a pet, including but not limited to, when the pet:

- Is considered 'inherently dangerous'.
- Makes too much noise.
- Damages the unit.
- Gives other tenants allergic reactions.
- Lives in a condominium that does not allow pets.

## Entry Notice

Unless there is an emergency or you're given notice that you will be moving out, your landlord cannot enter your unit without providing 24 hours' advance notice. The landlord must have a valid reason for the entry which can include:

- To repair the unit.
- To carry out a reasonable inspection of the unit.
- For any other reason specified in the tenancy agreement.

## Meter Installation

If a landlord wishes to transfer electricity costs to you as the tenant, they must:

- Get your consent in writing.
- Give you information on how much this change will cost you and the information about the provider.
- Tell you how much your rent will be reduced if you agree to the changes.

If you are an existing tenant who is not paying for electricity, you do not have to agree to this change!

# Common Disputes

## Acceleration Clause

A provision in a tenancy agreement stating that all or part of the remaining rent becomes due if a tenant fails to pay rent or violates another part of their lease is **VOID** and unenforceable.

## Damage Deposit

Landlords **cannot** collect a damage deposit to pay for damages done to the unit.

## Key Deposit

Landlords **can** collect a key deposit, but must follow the following rules:

- ▶ The deposit must be refundable.
- ▶ The amount of the deposit is not more than the cost of the keys.

## Rent Deposit

Landlords **can** collect a rent deposit as long as they ask for it on or before the day that the tenant enters into a tenancy agreement. This deposit **cannot be more than one month's rent** and must be used to pay for the last month's rent. It cannot be used to pay for damages to the unit.

You can earn interest on your rent deposit. Landlords must pay annual interest on rent deposits at the same rate as Ontario's rent increase guideline. Interest can be paid directly or applied as a rent credit.

## Pressure to Sign New Lease

After 12 months of tenancy, tenants have the right to move to a month-to-month rental agreement. Landlords cannot force a tenant to sign a new lease. Their lease will automatically transfer to a month-to-month tenancy and continue with the same terms and conditions but is subject to allowable rent increases.

# Common Disputes

## Sublets and Assignments

Tenants are allowed to sublet or assign their unit if they have a valid reason and have the landlord's permission to do so. The tenant must provide the reason to the landlord, and the term of the sublet, prior to getting the approval.

Landlords must have reasonable grounds to refuse a sublet or assignment. If the tenant believes that the landlord is being unreasonable, in their refusal to sublet the unit, they can file an application with the LTB.

## Pests

Landlords are responsible for maintaining a unit that is free of pests. To this end, any landlord who is aware of the presence of pests must:

- ▶ Eliminate pests and prevent their spread into other portions of the property.
- ▶ Inspect any area of the property within 72 hours of receiving any information about the presence of pests in that portion of the property.
- ▶ Hire the services of a professional pest control company licensed by the Ministry of the Environment, if required.
- ▶ Keep pest management records and post them on tenant notification boards.
- ▶ Not allow the rental of any unit to a new tenant where there is a confirmed presence of pests.

## How can Tenants Prevent Pests?

- ▶ Keep your unit free of clutter.
- ▶ Vacuum often under rugs and furniture.
- ▶ Don't leave water standing around (in cups, bowls or sinks).
- ▶ Never bring in mattresses or furniture from the trash.
- ▶ Clean containers before putting them in the garbage.
- ▶ Do not leave food out overnight.
- ▶ Check under sinks for areas of moisture and ensure pipes are not leaking.

# Common Disputes

**Please Note:** Tenants must allow their landlord to treat their unit for a pest infestation and co-operate in the process. Landlords must give their tenants advance notice and inform them of how to prepare their unit for treatment (i.e. moving furniture and emptying cupboards.)

## Bed Bugs

Bed bugs can affect anyone and are not something to be embarrassed about. The key to treating a bed bug infestation is quick action.

### Signs of Bed Bugs:

Bed bugs can leave telltale signs of their presence. Things to watch for include:

- ▶ Blood and fecal stains on your sheets and pillow cases.
- ▶ Bites on your arms, legs, neck and/or face.
- ▶ Cast skins in the crevices and fabric folds of your bed.

As soon as bed bugs are detected, report it to your landlord. Landlords are responsible for providing and paying for the costs of treatment. Effectively dealing with bed bugs requires professional intervention.

## Your Responsibilities as a Tenant

- ▶ You are responsible for keeping your unit clean.
- ▶ You must not alter the locks of your unit without your landlord's permission.
- ▶ You must pay the rent on time.
- ▶ You should not make excessive noise, or in any other way interfere with other tenant's reasonable enjoyment of their own unit.
- ▶ You must not tamper with or remove smoke alarms.
- ▶ You must give 60 days notice before moving out (some exceptions apply).

# 04

## Before Moving In



## Before Moving In

When you are viewing an apartment, there are a few things that you should watch for to ensure that you are not moving into a unit with many existing problems. These include checking:

- ▶ Water damage in the bathroom and kitchen.
- ▶ Drafts coming from windows and doors.
- ▶ The condition of the appliances.
- ▶ The condition of cupboards to ensure they are sturdy and safe.
- ▶ The water pressure in the kitchen and bathroom.
- ▶ Mold issues in the kitchen, bathrooms and around any windows, including bedrooms.
- ▶ The condition of outlets to ensure they are in working order.

## Get it in Writing!

Finally, make sure that you get everything in writing. This will protect you in case of a breakdown in the relationship between you and your landlord.

Be sure to keep all receipts for any money that you pay to your landlord and file where you can access when needed.

Things to get in writing include:

- ▶ A signed copy of the lease (landlords should be using a standard form).
- ▶ Any repairs the landlord promises to make before you move in.
- ▶ Your landlord's contact information.

# 05

## Tenant FAQs



## Tenant FAQs

### **I moved into a unit in disrepair. Do I have to pay for the repairs?**

No. Even if you have agreed to take the unit 'as is', the landlord is obligated to provide and pay for necessary repairs.

### **I've lived in my apartment for 5 years and my landlord wants me to sign a new lease. Can they make me?**

No. After you have signed your original lease, your landlord cannot force you to sign a new one. After your lease expires, you simply become a month-to-month tenant.

### **I'm looking for an apartment for me and my child and I've come across an 'adults only' building. Is this allowed?**

No. Landlords are not allowed to refuse to rent to you for having a child. Buildings deemed 'adults only' are in violation of the *Ontario Human Rights Code*.

### **I just moved in a month ago and my landlord wants to increase my rent. Is this legal?**

No. Your landlord can only raise your rent every 12 months and they must give you 90 days notice of any rental increase.

### **I just moved in a year ago and now my landlord is demanding I get tenant insurance. Do I have to?**

No. Unless it is explicitly stated in your lease that you need to purchase tenant insurance, your landlord cannot force you to do so.

## Tenant FAQs

### I need repairs on my unit. What should I do?

The first step is to bring up the issue with your landlord. Put your maintenance request in writing and give it to your landlord. Keep a copy for yourself and take note of the date when you made the request. Remember to always take pictures, if possible, of any outstanding repairs.

### Can my landlord charge me late fees or penalties for late payments?

No. Landlords cannot charge their tenants with late fees or other penalties for late payments, although they may give incentives for early and prompt payments.

### I'm moving into a unit and they're charging me double what they charged the last tenant. Is this allowed?

Yes. There are no restrictions on how much a landlord can raise the rent between tenants.

# 06

## Resources



# **Resources**

## **Legal Aid Ontario Legal Counsel**

705-674-2220  
155 Elm Street, Sudbury ON P3C1T9

## **Sudbury Community Legal Clinic**

705-674-3200 or 1-800-697-8719  
40 Elm Street, Elm Place, Unit 272  
Sudbury ON P3C1S8

Located on the 2<sup>nd</sup> floor of Elm Place at the top of the escalators closest to the Notre Dame Street entrance.

## **Canadian Center for Housing Rights (CCHR)**

The Canadian Center for Housing Rights (CCHR) is Canada's leading non-profit organization working to advance the right to housing. They provide more in-depth information on tenant's rights and housing law.

416-944-0087 or 1-800-263-1139  
[cchr@housingrightsCanada.com](mailto:cchr@housingrightsCanada.com)  
[housingrightsCanada.com](http://housingrightsCanada.com)

## **Landlord and Tenant Board of Ontario (LTB)**

416-645-8080 or 1-888-332-3234  
[ltb.gov.on.ca](http://ltb.gov.on.ca)  
[tribunalsontario.ca/ltb](http://tribunalsontario.ca/ltb)

Sudbury - North Office  
199 Larch St, Suite 301  
Sudbury ON P3E5P9

Note: Applications can be filed at the ServiceOntario counter at this address. For inquiries call 1-888-332-3234.

# **Resources**

## **Native People of Sudbury Development Corporation**

This service provides geared-to-income housing for families, Elders, couples and individuals of Native ancestry. It also offers referrals to community services and acts as a liaison when necessary.

705-674-9996 or 1-800-300-6713

[info@nativehousing.org](mailto:info@nativehousing.org)

68 Xavier St.

Sudbury ON P3C2B9

## **Community Housing Program**

The Canada Ontario Housing Benefit (COHB) program provides households with a portable housing benefit to assist with rental costs in the private housing market. The benefit is tied to the household and can be used to pay rent anywhere in Ontario.

This provincially administered benefit is available to eligible priority groups who are on, or are eligible to be on, the City of Greater Sudbury Centralized Wait list for Rent Geared-to-Income subsidized housing.

[housing.registry@greatersudbury.ca](mailto:housing.registry@greatersudbury.ca)

705-674-4455 Ext. 4230

## **The Rental Housing Enforcement Unit (RHEU)**

For disputes with your landlord or tenant related offences, you can work with the RHEU to solve the problem.

Manager - Rental Housing Enforcement Unit

Ministry of Municipal Affairs and Housing

777 Bay Street, 14<sup>th</sup> Floor

Toronto ON M7A 2J9

[RHEU.info@ontario.ca](mailto:RHEU.info@ontario.ca)

1-888-772-9277

# Resources

## Pro Bono Ontario

Pro Bono offers free legal advice and guidance to tenants and small landlords. They can help with court documents, lawsuits or appeals, lease terminations, evictions, rent arrears, disputed damage charges, and other housing-related questions.

1-855-255-726

[probonoontario.org/housing](http://probonoontario.org/housing)

## Acorn Canada National

Acorn can help tenants fight a rent increase, and they can oppose a renoviction or demoviction.

1-416-461-5322

[canadaacorn@acorncanada.org](mailto:canadaacorn@acorncanada.org)

## Ontario Human Rights Commission

The Human Rights Code prohibits actions that discriminates against people based on a protected ground in a protected social area, including accommodations (housing).

1-416-326-9511

[info@ohrc.on.ca](mailto:info@ohrc.on.ca)

[ohrc.on.ca](http://ohrc.on.ca)

## RentSafe

RentSafe is an intersectional initiative, led by the Canadian Partnership for Children's Health and Environment (CPCHE), that aims to address unhealthy housing conditions affecting tenants living on low income in both urban and rural communities in Ontario.

[info@healthyenvironmentforkids.ca](mailto:info@healthyenvironmentforkids.ca)

# **Resources**

## **Ontario Legal Information Center**

1-844-343-7462 or 1-613-842-7462  
info@centreinfojuridique.ca

## **The Homelessness Network**

Homelessness network and Housing First programs exist as a strategy to help end homelessness. They provide a weekly list of affordable housing in Sudbury.

**Association des jeunes de la rue - Community Outreach**  
705-207-8285  
307 Cedar St. Sudbury

**Homelessness Network Site**  
705-207-5518  
307 Cedar St. Sudbury

**Elizabeth Fry Society N.E.O**  
705-673-1364  
204 Elm St. Sudbury

**John Howard Society of Sudbury**  
705-207-7621 or 705-673-9576  
204 Pine St. Sudbury

**N'Swakamok Friendship Centre**  
705-674-2128  
110 Elm St. Sudbury

## Notes

## Notes

# **France Gélinas**

## **Nickel Belt MPP**



### **Community Office**

[francegelinias.ca](http://francegelinias.ca)

[fgelinas-co@ndp.on.ca](mailto:fgelinas-co@ndp.on.ca)

705-969-3621