

# Residential Tenancies Act

## 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.

Back to the [Ontario Residential Tenancies Act index page](#)

www.PricePanda.ca  
Tel 437-888-8988  
Yinxiaofeng@yahoo.ca  
WeChat: PricePanda