

TENANT RIGHTS IN ONTARIO: A SIMPLE GUIDE



Before you start looking for a rental, take a minute to understand your rights as a tenant.



INTRODUCTION



Ontario's Residential Tenancies Act protects you from unfair treatment and helps you make confident decisions.



01

Before You Sign the Lease

Your landlord can ask for income verification, references, and credit history, but they can't ask for SIN, citizenship status, or where you're from. You also don't have to explain why you're moving.

They must only use the province's **standard lease agreement** to keep it fair and consistent across tenants.

Landlords can ask for:

- First month's rent
- A refundable key deposit (must be the actual cost of the key)

They can't ask for:

- A security deposit
- Post-dated cheques (you can offer them, but you don't have to)

They can reject an application without explanation, but must provide the reason if asked.



02

What's Legally Included With Your Lease

Your landlord must provide a safe, clean, and livable home. That includes working locks, heating, plumbing, and electricity. If the unit includes appliances, those must work properly too.

Once your lease is signed:

- You have the right to all promised keys, fobs, and parking spaces
- You can ask for a rent receipt at any time
- They can't add surprise charges for things like repairs, building access, or mailboxes

Some leases include hydro or water, but many do not. If the listing said “utilities extra,” ask for details upfront.



03

Rent Rules in Ontario

Rent increase

In most rentals, landlords can raise the rent only once every 12 months and only by the amount set in the annual rent increase guideline. For 2024, that's 2.5%.

If you live in a rental built after November 15, 2018, your unit may be exempt from rent control. That means your landlord can raise rent by any amount with proper notice.

For both, you must be provided with a 90-day notice. If your landlord raises rent illegally, you can file a complaint with the Landlord and Tenant Board (LTB).

04

Maintenance and Repairs

Your landlord must keep the unit in good working order, including heat, plumbing, electricity, and appliances that came with the unit.

You're responsible for:

- Keeping the unit clean
- Reporting any damage or issues as soon as possible
- Minor maintenance like changing light bulbs or smoke detector batteries (if you agreed to it)

You can't withhold rent because of repairs and could put you in violation of your lease. Use the correct channels to escalate issues.



05

Rights to Privacy

Landlords must give **24 hours written notice** before entering your unit, unless it's an emergency (like a fire or burst pipe). They should give you a time frame, for eg, 8 am to 5 pm.

They can't drop by unannounced, enter to "check things" without notice, or give notice once and enter repeatedly.



06

Evictions

Your landlord needs a cause to evict you. Your landlord must give you proper written notice and follow the legal process through the LTB.

Legal reasons for eviction include:

- Not paying rent
- Damaging the unit
- Disturbing other tenants
- Landlord or a close family member wants to move in
- Landlord plans to renovate or demolish the unit

Even then, you have the right to a hearing and the chance to present your side.

What they can't do:

- Evict you for hosting guests
- Kick you out without notice
- Remove your belongings or change the locks without a formal eviction order

You aren't required to vacate the unit immediately. Seek advice and respond by the deadline on the form.



07

Moving Out

When you're ready to leave, you must give at least 60 days written notice before the end of your lease term. Month-to-month tenants must also give 60 days' notice.

If you want to leave early, talk to your landlord. You may be able to:

- **Sublet the unit** (you still stay on the lease)
- **Assign the lease** (the new tenant takes over completely)

Before moving out:

- Clean the unit
- Remove all belongings
- Repair any damage beyond normal wear and tear



Quick list of things a landlord can never do:

- **Change the locks without reason**
- **Enter without notice (except emergencies)**
- **Charge extra for guests**
- **Raise rent randomly or suddenly**
- **Evict without a formal process**