

BRIDGING POLICY & ORGANIZING: HOUSING LEADERSHIP SCHOOLS

TENANTS RIGHTS

RESEARCH PAPER

FEBRUARY 2021

Informing tenants and community allies of the current laws around three key tenancy issues, to inform themselves of their rights so they can be exercised, and so that the community will be able to identify areas of improvement to inspire systemic change.

Alliance to End Homelessness Ottawa
endhomelessnessottawa.ca

Ottawa ACORN
Uniting communities for justice | acorncanada.org

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OTTAWA COMMUNITY FOUNDATION

invested for good

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Finally, thanks to the thousands of tenants across the city who are organizing to protect their housing. We hope that this toolkit will be a useful resource going forward. to further equip tenants in protecting their right to housing.

Lead Organizers, Researchers, Authors and Editors:



Alliance to End Homelessness Ottawa



Ottawa ACORN

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Executive Summary

The City of Ottawa has recently declared a housing and homelessness emergency, becoming the first city in the country to do so.

According to a survey conducted by Ottawa Business Journal, access to affordable housing is the top issue of local residents and nearly 80% of respondents said that either “housing is unaffordable and out of reach for me”, or “housing is unaffordable and out of reach for too many”. While the City of Ottawa has allocated a record $15 million in municipal funding for affordable housing as a symbolic first step thanks to the advocacy of groups like ACORN, The Alliance and many others, this problem requires strategic action to address systemic issues specifically related to:

Rent Increases



Evictions



Municipal Property Standards



The purpose of this research paper is to inform tenants and community allies of the current laws around these three key tenancy issues. With this knowledge, tenants will be able to inform themselves of their rights so they can be exercised, and the community will be able to identify areas of improvement to inspire systemic change.

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Context

The Residential Tenancies Act, 2006

Evictions and rent increases are governed by the Provincial legislation titled “The Residential Tenancies Act, 2006”. Hence, the write-up on these two issues derives from this particular legislation as it lays out the rights of tenants and the obligations of landlords. The latter part covers property standards focusing on the City of Ottawa’s municipal by-laws.

The Residential Tenancies Act (RTA) is an Ontario Act that intends to balance the rights and responsibilities of tenants and residential landlords through providing protection for residential tenants and a framework for rental regulations, along with other processes. The RTA applies to most rental housing in Ontario, such as rooms, apartments and houses. The rules in the RTA regarding rent do not apply to most rent-geared-to-income housing and many of the rules do not apply to other kinds of non-profit or subsidized housing.

It is important to note that just because something is legal, doesn’t make it right.

See our Housing Advocacy Research Paper to learn how to organize and advocate collectively to change the law.



See our Housing Policy Research Paper for suggested policy solutions.



Rent Increases

The Issue: Corporate use of AGIs

The Provincial rent increase guideline for 2020 is the highest increase since 2013. On top of this, rent in Ottawa has been steadily rising, and at a much higher rate than the province's rent increase guideline, evidenced by Rentals.ca, which uncovered that rent of condos and apartments rose about nine percent in Ottawa during 2019. What is worse is that several landlords, especially huge corporate landlords or Real Estate Investment Trusts (commonly known as REITs) have been increasing the rents above the provincial guideline. Known as AGIs, this has become a common tactic for landlords to substantially increase the rent as a means to push out lower income tenants.

As stated in the latest annual report of the one of biggest REITs, CAPREIT, “Management continues to pursue applications in Ontario for AGIs where it believes increases above the annual guideline are supported by market conditions to raise monthly rents on lease renewals”.

Rent Increase Guidelines

The Ontario government is responsible for establishing rent increase guidelines on a yearly basis. The guideline is the maximum a landlord can increase most tenants’ rent during a year without the approval of the Landlord and Tenant Board (LTB). This system is a form of rent control. It is calculated using the Ontario Consumer Price Index in order to determine the guideline for the following year.

In 2020, the rent increase guideline was 2.2% for increases between January 1 and December 31, 2020.In most cases, the rent for a unit can be increased 12 months after:

- the last rent increased
- a tenant first moves in

A tenant must be given written notice of a rent increase at least 90 days before it takes effect.

The guideline is not applicable to the following:

- 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
- vacant residential units
- social housing units
- nursing homes
- commercial properties
- new leases. When a tenant moves out, there is no limit on how much the rent can increase for the new tenant. This is called vacancy decontrol.

There is usually no limit to how much a landlord can increase the rent in these units. But the 12-month and 90-day rules still apply.

Rent Increases

Above the Guideline Rent Increases (AGIs)

A landlord can only increase the rent by the rent increase guideline, but, under certain circumstances, a landlord can apply for an increase in rent above the guideline. This is called an AGI (Above Guideline Rent Increase). Those circumstances could be any of the following:

- The landlord's costs for municipal taxes and charges have increased by an "extraordinary" amount.
- The landlord did extraordinary or significant renovations, repairs, replacements or new additions to the building or to individual units. This type of work is called a "capital expenditure".
- The landlord's costs for security services increased, or the landlord began providing security services for the first time.
- If the landlord and the tenant agree that the landlord will add a new service or facility such as a parking space, air conditioner or storage locker.

If the tenant is covered by the guideline i.e. the tenant lives in a unit that is covered under rent control, and the landlord wants to increase the rent by more than the guideline, then the landlord must apply to the Landlord & Tenant Board using the form L5. Landlords must apply at least 90 days before the date they want the earliest increase to start.

The application will not affect the rent for any tenants who move in on or after that deadline as landlords can charge whatever they want to new tenants.

Notice of Rent Increase - Form N1

The Notice of Rent Increase for the tenant should be on a Form N1. The form must tell you that: the landlord has applied for approval, or the Board has already approved the increase. If the landlord has applied, you should receive a separate notice about this.

This form is also used when the rent increase is less than or equal to the provincial guideline. So, whenever the rent is to be raised, a notice has to be sent to the tenant.

Rent Increases

Capital Expenditures

Mostly, the applications for AGIs are because of capital expenditures claimed by the landlords. A capital expenditure is an amount that was spent for an extraordinary or significant renovation, repair, replacement or new addition that has an expected benefit of at least five years.

A capital expenditure is eligible if it:

- protects the physical integrity of the residential complex (roof, exterior walls, columns etc.)
- maintains the provision of plumbing, heating, mechanical, electrical, ventilation or air conditioning
- provides access to persons with disabilities
- promotes energy or water conversation
- maintains or improves security

But, it is ineligible if it is:

- routine or ordinary work,
- regular maintenance work
- work that is considered substantially cosmetic in nature or
- work that is designed to enhance the level of prestige or luxury offered by the complex

The maximum annual increase allowed in an application for the reason of capital expenditures or security services or both is 3% above the guideline for up to 3 years in a row. The limit of 3% does not apply if the reason for increase is the cost of municipal taxes. There is no limit to the increase the LTB can allow because of taxes. In these cases, the landlord may increase the entire amount in the first year

Tenants should not agree to a rent increase to cover normal maintenance and repair costs. The landlord is responsible for doing this without a rent increase.

Capital expenditures must be completed and paid for within an 18-month period that ends 90 days before the date of the first rent increase requested in the application. If the landlord applies for an above-guideline increase, the Board will schedule a hearing.

Rent Increases

Hearings

If the application includes claims for capital expenditures, the Landlord & Tenant Board is most likely to schedule an oral hearing. The Landlord and Tenant Board or LTB is a tribunal that works like a less formal court.

At the hearing, the landlord and the tenants appear before a Member of the Board. The Notice of Hearing will set out the time and place for the hearing.

Delivering the Notice & Supporting Documentation

The landlord must deliver the Notice of Hearing to all affected tenants at least 30 days before the hearing date.

If the application seeking an AGI is due to an extraordinary increase in municipal taxes and charges or due to operating costs related to security services, the Board is more likely to schedule a Written Hearing. In this case, the landlord must give the Notice of Hearing to all affected tenants within 20 days of the hearing date.

Tenants can obtain a copy of the landlord's "supporting documentation" by requesting either from your landlord, from their paralegal, or directly from the LTB. Legally, after receiving the notice informing of the hearing date, the landlord has to make this documentation available to tenants.

Attending the hearing

If the LTB decides to hold an oral hearing, the landlord and tenants need to first attend a Case Management Hearing (CMH) which is conducted by a Dispute Resolution Officer. The application is dismissed as abandoned if the landlord fails to attend the CMH and if the tenant fails to attend the CMH, they may be deemed to accept all of the facts and claims in the application.

It is therefore very important that the tenant or their representative attend the hearing. In fact, if lots of people show up, tenants are likely to be offered a better deal.

Rent Increases

During the Hearing

- Board Mediator will also be present to help the parties make their own decisions and reach their own agreement.
- If mediation resolves the application, the parties agree to a Consent Order which binds all of the parties to the application.
- If the parties do not reach an agreement, they can stop the mediation process at any time and go to the hearing room and have the application decided by the Board Member.
- The landlord (or their representative) will explain what capital expenditure work they have done and/or what types of increased operating costs they have experienced. They will give evidence and call any witnesses they may have.
- Tenants are entitled to ask the landlord questions about the claims the landlord is making in the AGI application and present evidence why the claims should not be allowed.
- Landlords and tenants can represent themselves at the hearing, or they may have someone represent them like an agent, lawyer, paralegal, friend or relative.They can also bring anyone they would like to use as witnesses to help support their claim.
- After the hearing, the Member of the Board will write a decision called an order. The Board will mail a copy of the order to the landlord and all the tenants affected by the application.
- The order will set out the percentage increase that the landlord has justified in the application and when the landlord can charge this increase.The tenant does not have to pay the higher amount unless it is approved and the order is issued.

Serious Breach & Remedy

There are certain cases when the LTB finds the landlord in serious breach of its obligations - extreme issues with disrepair and negligence of the building are the most common. If the LTB finds the landlord is in serious breach, the LTB will determine which rental units named in the AGI are experiencing a serious breach affecting the whole residential complex; and/or experiencing a serious breach affecting the interior of any specific rental units.

- If the landlord knew or should have known about the serious breach, the AGI application might get dismissed.
- If the landlord did not know or could have not known about the serious breach, the AGI increase may be delayed until the breach is fixed.
- For those rental units that are affected by the breach, the order will identify those units and set a deadline for fixing the breach.

Rent Increases

What has changed post Bill 184?

The Ontario government passed Bill 184 titled “Protecting tenants and strengthening community housing Act 2020”. It 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. Therefore, it is critical that tenants carefully read their Notice of 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.

Rent Reductions

Starting in 2006, AGI's have a useful life and expire! Tenants are entitled to a rent reduction after the expiry date. The information about the expiry date is provided in the LTB order but it's hidden far back in the Schedule which makes it difficult for tenants to get any information about it. Many tenants might be able to claim reduction in their rents 10 years after the AGI order is issued to them.

For more information on rent increases, please refer to the following:

ACORN.
https://acorncanada.org/tenant-rights-ontario

CLEO. Rent Increases.
https://www.cleo.on.ca/sites/default/files/book_pdfs/rentincs.pdf

SJTO. Applications for Rent Increases Above the Guideline, Interpretation Guideline 14.
http://www.sjto.gov.on.ca/documents/ltb/Interpretation%20Guidelines/14%20-%20Applications%20for%20Rent%20Increases%20above%20the%20Guideline.html

For legal advise visit, http://www.legalaid.on.ca/legal-clinics/

Or Call 416-979-1446 or toll-free 1-800-668-8258.

Evictions

The Issue: Renovictions, Demovictions & Non-Payment of Rent

According to CBC, since the 2015-2016 fiscal year, there has been a 294 percent increase in applications for so-called "renovictions." These "renovictions" are up sharply across Canadian cities, and according to CBC, are complicating an already challenging housing situation. According to Kenneth Hale, Director of Legal Services for the Advocacy Centre for Tenants Ontario (ACTO), this is because building owners don't always follow the rules, "These kinds of evictions deserve special scrutiny about whether the applications are being brought in good faith"." According to Hale, many of the cases that come across his desk involve low-level renovations that he believes are largely an excuse to get renters out in favour of those who will pay more. Similarly, "demovictions" have made major headlines when developers purchase low cost rentals, evict the existing tenants and demolish the units to make way for condos or expensive high rises.

A local example is a mass redevelopment project from the real estate company, Timbercreek Asset Management (recently rebranded to Hazelview Properties), which forced more than 400 people out of Herongate, a predominantly working class, racialized and immigrant community in Ottawa South . Ottawa ACORN has had a chapter in the neighbourhood since 2007. Since 2012 when Timbercreek took ownership, Herongate ACORN members who live in the community have detailed the aggressive tactics employed to push out tenants. One of the most harmful was their deliberate neglect of maintenance and repairs so they could justify demolishing families' homes and replacing them with luxury rentals. Many tenants frequently reported problems with flooding, heat and hot water, pests including cockroaches, bedbugs and mice, and other issues that went unresolved by management. Renovictions

According to the latest annual report of one of the biggest REITs, CAPREIT, the monthly rent increase because of suite turnover – the process of repairing and upgrading units prior to new tenant occupancy- increased by $167 or 13.5% in 2019 compared to an increase of approximately $131 or 11.4% for the previous year.

Therefore, it is clear that there is a lack of adequate regulations and monitoring surrounding renovictions/demovictions and their increasing rate is putting a further strain on the lack of affordable housing across Ontario.

In addition to increasing evictions under the guise of renovations, another reason that is common to evict tenants, particularly because of major job losses as a result of COVID, is on account of non - payment of rent. The Landlord and Tenant Board told The Hamilton Spectator it had received 6,559 applications to evict a tenant over nonpayment of rent provincewide since March 17 2020, the date Premier Doug Ford declared a COVID-19 state of emergency

A survey conducted by ACORN Canada showed that 15% of tenants in the country were threatened with eviction due to non-payment of rent during the pandemic.

Evictions

Other Common Reasons for Evictions

While this research package will focus on evictions for the reasons of renovictions, demovictions and non payment of rent, Other common reasons for evictions are:

- the landlord, the landlord's family, someone buying the 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.
- the tenant often pays rent late
- the tenant or their guests did something illegal on the property.
- the tenant or their guests caused damage or serious problems for your landlord or other tenants.

The Stages of Eviction

Regardless of the reason, any eviction process can be identified to have the following stages.

Stage 1: Notice of termination of tenancy

The landlord needs to provide the tenant a notice of termination of tenancy.
It must be sent a specified number of days before the date of move (which varies depending on the reason for the notice). The notice must:

- Specify the reasons and details why the landlord wants the tenant to leave
- Provide the tenant the date by which the landlord wants them to move.

	N13	N4
Reason	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.	If the reason for the notice of termination of tenancy is non-payment of rent.
Notice	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. 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.	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.

Evictions

Stage 2: Application by Landlord (or L Form)

Even if the tenant is not able to cancel the notice, that does not mean they have to move out.
But it means your landlord might take the next step and apply to the Landlord and Tenant Board (LTB). The LTB or the landlord will provide tenants a copy of the form (starting with "L") with the Notice of Hearing. The notice must state:

- The date of the hearing
- The time of the hearing
- The place of the hearing

Stage 3: Mediation or Hearing

At the hearing, the landlord must prove that the application is in good faith and that there is a legal reason to evict the tenant.
Tenants have the right to question or challenge any evidence the landlord brings. To do this, tenants must:

- Ensure they 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 they would like to share.
- Go to the hearing or have someone represent them.

Fairness, Accommodations & Accessibility

Relief From Eviction Section 83
Section 83 of the Residential Tenancies Act is referred to as Relief from Eviction, Refusing or Delaying an Eviction. 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 ex. Illness, Job Loss, Tragedy etc.

Helping People Navigate Accommodations and Accessibility at the LTB
There are various reasons that a tenant might need an accommodation at the LTB on the day of their hearing. Accommodations are arrangements that will allow everyone full participation in the tribunal process. It is best to make a request as soon as possible. There are multiple ways for people to request an accommodation or French Language Services at the LTB. People can request accommodation:

- in person
- By telephone
- by mail or fax
- by e-mail to: ltb@ontario.ca

Evictions

Stage 4: Eviction Order

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

Tenants can challenge the eviction order by asking the LTB to review the decision or by filing an appeal in the court. To request a review of the Eviction Order, tenants must:

- Fill out a Request to Review an Order Form and give it to the LTB. It costs $55 to apply. Tenants 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.
- Pay the $55 to file their request if they qualify for a fee waiver. To find out whether they qualify, tenants must fill out a form called Fee Waiver Request and give it to the LTB with their Request to Review an Order.
- Source the Request to Review an Order form and a Fee Waiver Request form from the LTB or a Service Ontario Centre. These forms are also available to download from the LTB's website at www.sjto.gov.on.ca/ltb.
- The tenant can also appeal to the Divisional Court if they 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

What to know if you receive an N4 notice

- There is a notice period of 14 days within which the tenant may pay arrears owed or decide to move out of the unit
- If the N4 is not resolved, the landlord may follow up with an L1 form to apply for a hearing.
- The form should have details about the amount the tenant has to pay to stop the application. Usually this includes the $190 fee the landlord paid to the Board and charges for any bounced or NSF cheques.
- To stop the Sheriff from coming, the tenant must pay all the money owed to the landlord by a certain date. They can pay the full amount owed 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. The tenant is allowed to do this only once in any place they rent.
- To do this, the tenant must goo to the nearest Board office and tell staff at the front counter that they 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, the tenant must 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.

Evictions

What to know if you receive an N4 notice (cont.)

- There is no hearing. The decision will be based on what is written and the information the tenant has provided.
- The Board's decision will be written in an order that tells the tenant whether the Board has denied or granted the Motion to Void. The tenant can pick up a copy of the new order from the Board or ask the Board to send 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

Bill 184 changes the RTA provisions regarding N4 repayment agreements made outside of the 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. In this case, the tenant can ask the LTB to "set aside" the ex parte order and hold a hearing where the tenant will have a chance to tell their side.
- For this, file a form called an S2-Motion to Set Aside an Ex Parte Order with the Board.

For more info: https://stepstojustice.ca/steps/housing-law/2-ask-board-set-aside-hearing

ACTO has put together tipsheets to assist tenants if they are behind their rent and receive a N4 notice. Click here: https://www.acto.ca/for-tenants/tip-sheets/

What to know if you receive an N13 notice

Tenants have right of first refusal in case of renovations.
Note that the right of first refusal does not apply in the cases of demolition or conversion.

- Tenants have the right of first refusal to occupy the unit when the renovations are done.
- They need to give the landlord notice in writing before vacating the unit and also inform them about your new address, if they wish to return.
- Tenants must tell the landlord in writing that they 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 had not happened.
- Tenants must also keep the landlord informed in writing of any change in their address.

Evictions

What to know if you receive an N13 notice (cont.)

It has been observed that many landlords do not honour the right of first refusal.

- Paying the fine if charged by the Landlord Tenant Board is perceived simply as the cost of doing business.

If the notice to end the tenancy is for the purposes of demolition or conversion to non-residential use and the rental unit is located in a residential complex, the tenant must be paid three months rent or offered another rental unit that is acceptable to the tenant.

- 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.

If the tenant told their landlord in writing that they want to move back in once the renovations are done,

- the landlord needs to pay the tenant an amount equal to the rent for the time it takes to do the work, up to a maximum of 3 months' rent.

If they did not, the tenant must be paid 3 months' rent or offered another unit that is acceptable to you.

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

If the tenant is given a N13 notice, they can file a T5 application with the LTB if:

- the tenant believes the landlord gave a notice in bad faith; and
- the tenant moves 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
- the landlord did not demolish, convert or repair the unit within a reasonable time.

Municipal Property Standards

The Issue: Disrepair & Procedural Delays

Municipal property standards are becoming more of an issue in recent times. For instance, according to the Ottawa Business Journal, City of Ottawa bylaw staff were called more than 80,000 times in 2017, with complaints about property standards as the second most prominent issue and having a 20 percent increase from the previous year.

According to Ottawa ACORN, the biggest problem identified by low-income families who rent in Ottawa is the state of disrepair in apartment buildings. The problems include: massive pest infestations, elevators not working for long periods of time, problems with proper heating, safety issues related to doors not locking properly, and basic repairs in apartments that tenants are entitled to but not receiving.

The Property Standards By-law has more procedural steps and delays than most by-laws in addition to any notice of violation being unenforceable. Moreover, without real rent control measures in place there is no incentive in the system for landlords to do repairs for long term tenants since they can charge higher rents if that tenant leaves out of frustration.

If a tenant has a problem in their unit or building they must first report it to their landlord or property manager. However, many low income tenants report waiting months, sometimes years to get results. If landlords are unresponsive to tenant requests for repairs, tenants can call the City at 3-1-1 for a Property Standards Officer to inspect their unit. However, this complaint based system puts all the onus on tenants and there are many reasons why tenants do not contact the City for support.

In ACORN's 2017 tenant survey, "The State of Repair," although 82.4% of respondents had an issue with their unit, only 21.3% had complained to the City, with some indicating that they are unaware of their options and 28.5% believing that it is not worth their time. 23% felt threatened by their landlord when making complaints.

Municipal Property Standards

Property Standards By-Law

The Property Standards By-law (By-law No. 2013-416) is an Ottawa By-law that provides standards under which properties are maintained.

The Property Standards By-law regulates residential properties, non-residential properties, vacant buildings, vacant lands, open space land, and Heritage Properties.

Part I sets out obligations and repair standards, such as that the owner of the property is to repair, maintain and keep the property in accordance with the standards, take immediate action to eliminate any unsafe conditions, and ensure that all repairs to any property are made in a manner that is accepted as good workmanship.

In the case of a violation of conditions related to property standards, the following sections of the By-law set out the process of action:

- Section 95 - Notice of violation: An Officer (appointed by the City) who finds that a property does not conform with any of the standards prescribed in this by-law may, where considered appropriate in the circumstances to seek informal compliance, at any time prior to the issuance of an order, make a notice of violation, in a form and manner similar to an order
- Section 96 - Service of a notice or order required by the Act or this by-law shall be served in accordance with section 27 of the Building Code Act.
- Section 97 - Appeal of order to committee: An owner or occupant who has been served with an order made under the Building Code Act and who is not satisfied with the terms or conditions of the order may appeal to the License and Property Standards Committee.
- Section 103 - Offences and penalties: A person who fails to comply with an order, direction or requirement made under the Building Code Act is guilty of an offence. A person who is convicted of an offence is liable to a fine

Municipal Property Standards

Property Standards By-Law

On August 31st 2021, the Rental Housing Property Management By-Law came into effect after ACORN's campaign for Healthy Homes. The By-law applies to all residential rental units including those that are privately owned or managed by non-profit or social housing providers.

Highlights of the new protections include:

- No owner of an apartment building shall fail to have and maintain a capital maintenance plan
- No landlord shall fail to have a procedure for managing tenant service requests. Tenants must be given at least one written option for filing service requests.
- No landlord or property manager shall fail to provide a written record of a service request to a tenant within 30 days, if such request is made by the tenant when they submit their service request to the landlord or property manager.
- No landlord or property manager shall fail to respond to an urgent tenant service request within 24 hours of receiving such request.
- No landlord or property manager shall fail to respond to a non-urgent tenant service request within seven (7) days.
- No landlord or property manager shall fail to provide information for tenants in writing to a tenant of a rental unit. Information for Tenants packages must include full contact information for the landlord or property manager, how to file a service request, information on maintenance, parking, how to escalate concerns to the City and more.
- No landlord shall fail to maintain a tenant support registry to record any request for assistance made by a tenant
- No landlord or property manager shall fail to establish and maintain an integrated pest management plan for a rental property.

More information on tenants' rights under the new By-law can be found on the City's new portal here: https://ottawa.ca/en/living-ottawa/rental-housing/tenants-rights-and-responsibilities

Still to come is an online searchable database of property standards violations. This will be run by the City on their website so that tenants may search the address of a property and see 5 years worth of 3-1-1 complaints for a particular building. This will allow tenants to identify if there is a history of issues in a building before signing a lease.

How to file a T6: tenant application for maintenance with the Landlord & Tenant Board

A T6 is a tenant application to the LTB about maintenance.

Tenants can apply to the Board to ask them to do certain things. Some examples of what the Board can do include: order repairs, issue rent abatement, stop rent increases and/or compensate a tenant for lost or damaged property.

- You need to file a T6 within one year of the incident. If the events are reoccurring then the last incident must be within the last year.
- Pay the filing fee or apply for a fee waiver
- Collect and include evidence and timelines of events

Tenants can upload completed T6 applications online, on the Landlord Tenant Board's website or file by mail. Tenants can return completed applications to the Landlord Tenant Board at 255 Albert Street, 4th Floor Ottawa, Ontario K1P 6A9.

What happens after you submit your application?

1. After processing your application, and checking for completeness, the LTB will mail you a letter stating the day and time of your scheduled hearing. This letter is called the Notice of Hearing. Your landlord and any other parties you named on the application will receive a mailed copy of this letter. You do not need to provide it to others.
2. Under section 194(1) of the Residential Tenancies Act the Board may attempt to settle the matter before the court through mediation or alternative dispute resolution.
3. If you or your landlord are unable to reach a decision, you will be able to proceed to a hearing. The person listening to your case during a hearing is called an adjudicator. During the hearing, you will have an opportunity to present your case, including all of your evidence, any witnesses who you call, and address any of your landlord's concerns.
4. Usually, the adjudicator will take a few days to make their decision. When a decision is made,it will be mailed to both you and your landlord. If the judge has decided to grant a remedy to you, they will issue an order to your landlord to do so.

For more information on how to file a T6 application or other tenant applications to the LTB - check out these guidebooks produced by the Hamilton Community Legal Clinic:
https://qrgo.page.link/zm7Ms

Resources

Resources for Rent Increases

ACORN.
https://acorncanada.org/tenant-rights-ontario

CLEO. Rent Increases.
https://www.cleo.on.ca/sites/default/files/book_pdfs/rentincs.pdf

SJTO. Applications for Rent Increases Above the Guideline, Interpretation Guideline 14.
http://www.sjto.gov.on.ca/documents/ltb/Interpretation%20Guidelines/14%20-%20Applications%20for%20Rent%20Increases%20above%20the%20Guideline.html

LEGAL AID: For legal advise visit, http://www.legalaid.on.ca/legal-clinics/
Or Call 416-979-1446 or toll-free 1-800-668-8258.

Resources for Evictions

Steps to Justice: Step-by-step information to help you work through your legal problems.
https://stepstojustice.ca/legal-topic/housing-law

A guide by CERA: Eviction Prevention & Navigating the Landlord and Tenant Board for Community Workers.
https://static1.squarespace.com/static/5e3aed3ea511ae64f3150214/t/5efa54a4d5f34b5d55cbe083/1593463985857/CERA+Guide+final+interactive.pdf

ACTO Tip Sheets: https://www.acto.ca/for-tenants/tip-sheets/

Pro Bono Ontario: Helps Ontarians who cannot afford a lawyer.
Phone: 1-855-255-7256; Website: https://www.probonoontario.org/housing/

LTB Set Aside Hearings: https://stepstojustice.ca/steps/housing-law/2-ask-board-set-aside-hearing

Resources for Property Maintenance

Center for Equality Rights in Accommodation (CERA)
Phone: 416-944-0087 or 1-800-263-113; Email: cera@equalityrights.org ;
Website: https://www.equalityrights.org

City of Ottawa - Tenants Rights and Responsibilities
https://ottawa.ca/en/living-ottawa/rental-housing/tenants-rights-and-responsibilities

Hamilton Community Legal Clinic: Guidebook for Filing T6 application
https://qrgo.page.link/zm7Ms

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