

A Quick Reference Guide ~ Landlord Rights and Responsibilities

Prepared by the Hamilton Housing Help Centre from the Residential Tenancies Act

All material provided in this document is for information purpose only and not advice.

Landlord Rights

1. The landlord has the right to collect a rent deposit.
 - It cannot be more than one month's rent if the tenant pays monthly or no more than one week's rent if the tenant pays weekly. This can only be used for rent payment for the last months/week's rent of the tenancy. It cannot be used for any other reason. The landlord must pay interest on the rent deposit every year.
2. Landlords have the right to increase the rent.
 - This can only be to the prescribed guideline laid out by the Ministry of Municipal Affairs and Housing. The landlord may increase rent to the tenant before 12 months if deemed appropriate by the Board. These circumstances include significant increases in municipal and/or utility taxes, major repairs done by the landlord or operating costs for security services performed by persons who are not employees of the tenant or the landlord.
3. The landlord may enter the property without written notice between 8am and 8pm if the rental agreement requires the landlord to clean the unit or if the rental unit is being showed to possible new tenants after the tenant and the landlord have agreed to end the tenancy. Although it is not required, it is suggested that the landlord provide the tenant with notice.
4. The landlord has the right to evict the tenant for the following reasons:
 - Not paying the rent in full,
 - Persistently paying the rent late,
 - Causing damage to the rental property,
 - Illegal activity,
 - Affecting the safety of others,
 - Disturbing the enjoyment of other tenants or the landlord,
 - Allowing too many people to live in the rental unit or "overcrowding,"
 - Not reporting income in subsidized housing, or
 - If a pet causes disturbance to others or damages the rental unit.
5. Other reasons not related to the tenant that a landlord may evict a tenant:
 - If the landlord wants the unit for personal or family use,
 - If the landlord agrees to sell the property and the purchaser wants all or part of the property for his/her own use or for the use of an immediate family member or caregiver,
 - The landlord plans to demolish the rental property,
 - In a care home that is occupied for the sole reason of receiving therapy or rehabilitation, the tenant's rehabilitation or therapy program has ended, or
 - The tenant no longer needs the level of care provided by the landlord.

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Landlord Responsibilities

1. Upon signing a tenancy agreement the landlord must provide the tenant with the terms and conditions of the lease either verbally or in writing.
2. Keeping the rental property in a good state of repair – obeying health, safety and maintenance standards.
3. Communicating with the tenant about visits to the property.
4. Providing the tenant with a receipt.
5. Providing the tenant a copy of the written tenancy agreement within 21 days of it being signed and given to the landlord. If the agreement is not written the landlord must give a written notice of his/her legal name and address within 21 days after tenancy begins.

For the landlords protection, all agreements with the tenants should be in writing.

Landlord and Tenant Board

To find out more visit the Landlord Tenant Board website.

www.LTB.gov.on.ca

Or call: 1-888-332-3234 (toll free) or 416-645-8080

For more help visit our website www.housinghelpcentre.ca