

## Top 10 Things a Tenant Should Know

1. It is an offence under the RTA if the landlord interferes with the tenant's lawful right to form a tenant's association or to file their disputes at the Landlord and Tenant Board.
2. Your Landlord is legally obligated to provide you with rent receipts, plus a lease if one had been signed, as long as you ask for them. If your Landlord refuses to do so, you can call the **Rental Housing Enforcement Unit** office at 1-888-772-9277.  
If a tenant asks their Landlord for a signed lease and the landlord refuses, the tenant can withhold rent until the Landlord provides them. If there was no written lease, a Landlord has to provide the Tenant with their legal name and full address and telephone number or rent can be withheld until the Landlord complies.
3. Landlords can evict tenants any time of year **including winter!** Evictions happen all year long **except** during the days between Christmas and New Year's, and that is because the Sheriff does not evict during that time.
4. A Landlord cannot evict a tenant for having pets or having visitors. The Landlord can have a tenant evicted if the pet does damage to the unit or interferes with the reasonable enjoyment of the Landlord, other tenants, or the rental complex. The same goes for visitors. The tenant is responsible for everyone in their unit.
5. A Landlord must pay their tenants the guideline interest on last month's rent every year on the anniversary move-in date. For the year 2020 it is 2.2%. This interest changes every year. For interest rates for previous years or for next year you can contact the Durham Community Legal Clinic at 905-728-7321, or the Landlord and Tenant Board at 1-888-332-3234.
6. Your Landlord can only raise your rent once per year (on the anniversary move-in date) and they must give you 90 days written notice. It can only be raised in accordance with the rent increase guideline set by the Landlord and Tenant board. For 2020, the Rent Increase Guideline is 2.2%. If your Landlord wishes to raise your rent above the guideline then he or she must file an application with the Landlord and Tenant Board and get a legally binding order permitting them to do so.
7. A Landlord cannot charge you a damage or security deposit. A landlord can only ask for first and last month's rent. If a tenant moves in without paying last month's rent, the Landlord cannot collect it after the fact, or apply to the Board for late payment of rent. The Landlord CAN ask for a key deposit but this amount must be returned to you when you return the keys. If the Landlord refuses to return your key deposit, you can file with the Board for a refund of the money. Your landlord may charge an air conditioning fee between the months of May to August at a reasonable cost due to hydro rates.
8. You are required to give 60 days notice in writing to your Landlord for end of term lease or for a month to month tenancy. If a tenant moves out prior to the end of a lease, the Landlord can sue in Small Claims Court for the remainder of the lease. A Landlord has to try and minimize their losses or they may not be eligible for a full refund. If the Landlord does rent the unit out, he or she cannot also take the former tenant to Small Claims Court for the remainder of the lease.
9. Your Landlord cannot enter your unit without notice **unless** there is an emergency or your tenancy agreement says that your Landlord is to provide you with cleaning services. Your Landlord **must** provide you with written notice a minimum of 24 hours in advance and can only enter between 8:00 a.m. and 8:00 p.m. Landlords are able to give you a written notice once per month to do a damage or maintenance inspection. Under these rules, the tenant cannot refuse entry to a Landlord or the Landlord can file with the Landlord and Tenant Board and have the tenant evicted for interference with the Landlord's rights.

10. A tenant **cannot** withhold their rent for maintenance issues or tenants' rights issues. If a tenant has these issues with their Landlord they can file with the Landlord and Tenant Board.

**Further Questions? Contact:**

Durham Community Legal Clinic  
200 John St. W, Unit B1  
Oshawa, ON L1J 2B4  
905-728-7321

