



STUDENTCARE



THE ESSENTIALS – LEGAL CARE PROGRAM: STUDENT HOUSING FAQ

1. WHAT IS THE LEGAL CARE PROGRAM (THE ESSENTIALS), AND HOW CAN IT HELP WITH QUESTIONS OR ISSUES RELATED TO HOUSING?

Designed to help give students who wish to pursue legal action the means to do so with expert support, this Program offers:

- ✓ A **legal consultation service** providing unlimited access to legal counselling on any area of law
- ✓ **Legal representation** for eligible cases related to **housing rights**, as well as employment rights, academic rights, and public notaries

LEGAL CONSULTATION

Students have **unlimited quick access to legal counselling for any and all questions on any and all areas of law**. The service offers:

- ✓ Virtual, phone, or in-person meeting with a lawyer
- ✓ Document analysis: contracts, formal notices, procedures, etc.
- ✓ Legal advice on the student's situation
- ✓ Sharing legal information
- ✓ And more
- ✓ Legal research
- ✓ Interpretation of laws and jurisprudence in relation to the student's situation
- ✓ Explanation of legal concepts
- ✓ Case follow-up with the law firm

Students can have lawyers examine their case, do the research and analysis, and offer legal advice adapted to their situation.

LEGAL REPRESENTATION

When a case qualifies for further counsel, a lawyer will take charge of proceedings related to housing disputes. This includes legal expenses arising from a dispute over a housing lease, such as a disputed rent increase, an illegal eviction, or a breach of a condition in the lease.

Legal representation includes:

- ✓ Lawyers' fees
- ✓ Legal expenses (disbursements): attendance fees, court fees (except for fees the student may be ordered to pay by the court), and witness expenses
- ✓ Fees for an expert witness, up to a maximum of \$1,000

Representation is also available for employment disputes, disputes with an academic institution, and public notaries.

2. ARE LANDLORDS ALLOWED TO PROHIBIT GUESTS FROM COMING OVER?

No. Landlords cannot stop tenants from having guests or require prior notification or permission. Landlords cannot charge extra fees or raise the rent due to guests in the rental unit, but tenants are responsible for the behaviour of their guests. Additionally, landlords cannot prevent tenants from having roommates as long as municipal by-laws on occupancy standards are respected. However, if a tenant rents their whole unit to someone else (e.g. short-term rental), this person is not considered a “guest.”

3. WHAT HAPPENS WHEN MY LEASE ENDS?

What does “fixed term tenancy” mean?

If the landlord and tenant agree that the tenancy will last for a specific period of time, this is called a fixed-term lease. This is because both the start and end dates are set out in the tenancy agreement.

What does “month-to-month” mean?

Despite what landlords might tell their tenants or the fact that a N11 Form has been signed at the time of the signature of the lease, the end of an agreement does not mean tenants have to move out or sign a renewal or new agreement in order to stay. Tenants have security of tenure, which means that a landlord cannot end the rental agreement unless they have reason to do so as defined by the Residential Tenancies Act. Therefore, the rules of the initial agreement will still apply and the fixed term lease will automatically become a month-to-month lease.

4. ARE LANDLORDS ALLOWED TO PUT A NO PET-CLAUSE IN THE LEASE?

A tenancy agreement cannot prohibit animals in the rental unit or in or around the residential building. A “no pet provision” is thus void and cannot be enforced. However, there are some cases where the landlord can apply to the Landlord and Tenant Board to evict a tenant who has a pet if, for example, the pet makes too much noise, damages the unit, or causes other tenants to have allergic reactions, the breed or species is inherently dangerous, or the rules of the condominium corporation do not allow pets.

5. WHAT IS A SECURITY DEPOSIT? ARE LANDLORDS ALLOWED TO WITHHOLD THE SECURITY DEPOSIT?

Security or damage deposits are not legal. Those are considered illegal charges. Tenants do not have to pay those charges; they are allowed to refuse. If they do pay, they can claim the money back from the landlord or by way of application to the Landlord and Tenant Board.



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6. WHAT SHOULD MY LEASE LOOK LIKE AND WHAT DOES A STANDARD LEASE INCLUDE?

Since April 2018, landlords and tenants entering into residential tenancies in single and semi-detached houses, apartment buildings, and condominiums must use Ontario's standard Residential Tenancy Agreement (referred to as the "Standard Form Lease"). The lease creates a contract between the landlord and tenant. For a copy of the form, see: <https://forms.mgcs.gov.on.ca/en/dataset/047-2229>

Although landlords and tenants can agree to additional terms, landlords must ensure these terms comply with the *Residential Tenancies Act, 2006*, and any other terms set out in the Lease. Where the Standard Form Lease was not used and should have been, you can request in writing that it be provided by the landlord. The landlord then has 21 days upon receiving such request to provide you with a lease.

7. HOW MUCH CAN I LEGALLY BE ASKED TO PAY UP FRONT?

The landlord can only collect up front a deposit for the last month's rent and a key refundable deposit. The tenant does not have to provide any other form of deposit, such as the first month's rent, security, or damage deposits.

8. CAN THE LANDLORD INCREASE RENT AS THEY SEE FIT?

No. Sections 5 and 6 of the lease set out the total rent (also called the lawful rent) to be paid by the tenant. Landlords can increase the lawful rent 12 months after either the last rent increase or the date the tenancy begins by using the proper N1 Form. 90 days' notice shall be given to tenants before the rent increase is to take effect. In most cases, the rent can be increased by no more than the rent increase guideline. The guideline can be found on the Landlord and Tenant Board's website. However, under certain circumstances, landlords can apply to the Landlord and Tenant Board for approval to raise the rent by more than the rent increase guideline (i.e. above-guideline rent increase). Affected tenants can oppose this application and have no obligation to pay it until a decision is made by the Board.

9. UNDER WHAT CIRCUMSTANCES CAN MY LANDLORD LEGALLY EVICT ME?

Landlords cannot evict tenants unless the proper rules are followed, such as giving a notice to end the tenancy using the right form. However, it is important to note that tenants do not have to move out if they do not agree with the reason stated in the notice. In that eventuality, landlords must apply to the Landlord and Tenant Board in order to evict tenants. Until a decision is made by the Board, tenants have the right to stay in their rental. It is an offence for landlords to evict tenants without following this process.



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10. HOW MUCH NOTICE DOES THE LANDLORD HAVE TO GIVE BEFORE ENTERING THE RENTED SPACE?

The landlord can enter the rental unit with 24 hours' written notice only for the reasons provided in the Act or tenancy agreement (i.e. repairs, inspection, showing, etc.). The written notice must include the reason for the entry and state the date and time (between 8 am and 8 pm) that the landlord will enter the unit. However, no notice is required under specific circumstances such as in case of emergency or if the tenancy agreement requires the landlord to clean the unit.

11. WHAT SERVICES IS THE LANDLORD REQUIRED TO PROVIDE?

Section 7 of the lease provides a list of services and who, between the landlord and the tenant, is responsible for the payment. Landlords have no obligation to cover the costs of any of those services. However, they shall ensure the reasonable supply of any vital service that is within their obligations under the lease. Landlords cannot deliberately withhold or interfere with the reasonable supply of any vital service, even if rent is overdue or tenants have damaged the property.

12. WHAT DO THE DIFFERENT NOTICES OF TERMINATION FORMS MEAN (N1-N13)?

N4	Notice to End your Tenancy Early for Non-payment of Rent
N5	Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding
N6	Notice to End your Tenancy for Illegal Acts or Misrepresenting Income in a Rent-Geared-to-Income Rental Unit
N7	Notice to End your Tenancy for Causing Serious Problems in the Rental Unit or Residential Complex
N8	Notice to End your Tenancy at the End of the Term
N11	Agreement to End the Tenancy
N12	Notice to End your Tenancy Because the Landlord, a Purchaser or a Family Member Requires the Rental Unit
N13	Notice to End your Tenancy Because the Landlord Wants to Demolish the Rental Unit, Repair it or Convert it to Another Use

To download the forms and find related instructions, see <https://tribunalsontario.ca/lrb/forms>.



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13. WHERE CAN I GO FOR MORE INFORMATION AND RESOURCES ON HOUSING?

Your Legal Care Program administered by Studentcare is your best option. Visit www.studentcare.ca and select your school/student association from the drop-down menu to find your Legal Care Program (The Essentials) page, where you can learn more and get support from legal experts.

