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**Region of Waterloo**

519-575-4400  
regionofwaterloo.ca

Karen Redman, Regional Chair  
KRedman@regionofwaterloo.ca  
519-575-4585

**City of Kitchener**

519-741-2345  
kitchener.ca

Berry Vrbanovic, Mayor  
mayor@kitchener.ca  
519-741-2300

**Food Program**  
**St. John's Kitchen**

23 Water St. N., Kitchener Monday  
to Friday - Drop-In and Food-to-  
Go: 9:30am to 4:00pm, Food  
Hamper Pick-Up: 10:00am to  
12:00pm, 1:30 to 3:00pm Monday  
to Friday - Outdoor Bagged Lunch  
Pick-Up (for those unable to come  
inside): 11:00am to 1:00pm

**Region of Waterloo rent  
assistance**

regionofwaterloo.ca/en/living-  
here/help-paying-rent.aspx

**Region of Waterloo Shelters  
Info & Affordable Housing  
Program**

regionofwaterloo.ca/en/living-  
here/housing-and-shelter.aspx

**ACORN KW (Tenant Union  
organizing and housing  
resources)**

519-670-1859  
acorncanada.org  
kw@acorncanada.org

**Waterloo Region Community  
Legal Services**

450 Frederick Street, Unit 101,  
Kitchener ON  
519-743-0254  
wrcls.ca

**Kitchener Housing**

kitchenerhousinginc.ca

**Starling Community Services**

[https://starlingcs.ca/housing/evicti  
on-support/eviction-prevention-  
resources](https://starlingcs.ca/housing/evicti<br/>on-support/eviction-prevention-<br/>resources)



# Tenant Guide & Responsibilities

## 2024-2025

# Key Information for 2024

## New for 2024:

The rent increase guideline for 2024 has been set at 2.5%. There are some important exceptions.

- Your rent may be increased by up to 3% above the guideline if your landlord is approved for an Above Guideline Rent Increase (AGI).
- If your rental unit was built and first occupied after November 15, 2018, then your rent is not controlled, and there is no maximum annual increase. This includes additions to existing buildings and most new basement apartments.
- Rent increases are also not capped in vacant residential units, community housing units, long-term care homes, or commercial properties.



The Residential Tenancies Act (RTA) is the legislation that governs most landlord/tenant arrangements in private market rental housing in Ontario.

The RTA came into effect on January 31st, 2007. The RTA covers almost every aspect of tenancy and sets regulations regarding Rent collection, Repairs and maintenance, Rent increases and reductions, and more

## Above Guideline Increases (Continued)

Regular or routine maintenance work, work that is considered substantially cosmetic in nature, or work that is designed to increase the level of prestige or luxury offered by the complex are not considered capital expenditures and **cannot be used to justify an AGI.**

An AGI can **raise your rent a maximum of 3% in any calendar year.** This rule isn't always followed by landlords, so be sure to know your rights.

**You can fight an AGI.** Tenants who wish to challenge an AGI can file at the Landlord and Tenant Board. **You are legally entitled to see your landlord's documents before your hearing.** If you wish to challenge an AGI, you should reach out to the Federation of Metro Tenants Association at 416-921-9494.

The Landlord and Tenant Board has a great wealth of resources about AGIs. One key document can be found here: <https://shorturl.at/W873H>



## Rent Increases

The landlord may only raise rent if **12 months have passed since the last rent increase or since the tenancy began**. The landlord is also required to give **90 days written notice for any rent increase**. If your landlord violates the notice rule you should act immediately.

## Guideline Increases

For 2024, the rental increase guideline has been set at **2.5%**. This means that if you paid \$1,000 per month in 2023, then your new rent must not exceed \$1,025 per month in 2024, unless an **Above Guideline Increase (AGI)** has been applied.

The guideline applies to most private residential rental units covered by the Residential Tenancies Act (RTA) but **does not apply to new buildings, additions to existing buildings, or new units occupied for the first time for residential purposes after November 15, 2018**.

## Above Guideline Increases

An AGI can be issued if the landlord incurs significant costs through capital expenditures, a significant increase in taxes, or increased security services provided to the building. Once an AGI capital expenditure is paid off, the AGI must be removed from your rent.

A capital expenditure is money spent on a significant renovation, repair, replacement or new addition that has an expected benefit of at least five years. A capital expenditure that replaces an item that did not need replacing will not be eligible for an AGI.

The Residential Tenancies Act **applies to you** if you are renting:

- In a condominium, house, apartment building, or rooming house;
- In a retirement home or permanent assisted living facility;
- In subsidized housing (except for rules covering rent and rent increases).



The Residential Tenancies Act **may not apply to you completely** if you are renting:

- In a student residence, or other institutional facility;
- In a hospital or emergency shelter;
- In a hotel, or other temporary accommodation;
- In accommodations where you are sharing a kitchen or bathroom with the landlord or a member of their immediate family;
- In jail.



You can find a full draft of the updated Residential Tenancies Act at the following link: [ontario.ca/laws/statute/06r17](https://ontario.ca/laws/statute/06r17)

# Common Scenarios and Your Rights

## Pets

While a landlord can refuse to rent to a person who has a pet, they cannot evict a tenant for having a pet. This is true even if the tenant has agreed to not have a pet in their lease. Any such clause is void. However, there are specific cases where a landlord can evict a tenant for having a pet, most commonly when the pet:

- is considered 'inherently dangerous';
- makes too much noise;
- damages the unit;
- gives other tenants allergic reactions;
- lives in a condominium that does not allow pets.

In the City of Kitchener, you are allowed a maximum of 3 dogs per household.

## Entry Notice

In order for the landlord to enter the unit of the tenant they must provide **written notice 24 hours in advance**. The landlord must have a valid reason for the entry. These can include:

- To repair the unit;
- To carry out a reasonable inspection of the unit;
- For another reason specified in the tenancy agreement.

Some cases when the landlord **may enter without 24 hours of notice**:

- The tenant consents;
- In cases of emergency (i.e. electricity, heat, gas, water);
- If there is an agreement between the landlord and tenant for the landlord to clean the unit at regular intervals.

## Eviction Process

If no remedies are taken then the landlord can move forward with the eviction process. This process begins with the landlord applying for an eviction order. These are issued by the Landlord and Tenant Board. **An enforced eviction must be executed by the Sheriff unless the tenant leaves voluntarily, the landlord may not physically evict a tenant themselves.**

Prior to which, the Landlord and Tenant Board will mail you a notice to inform you that an eviction application has been filed against you. At this point the landlord must also present you a Notice of Hearing which will tell you the time and the place of your eviction hearing.

If you intend to argue that you should not be evicted or have to pay the full amount because of the landlords conduct—for example because of a failure to perform repairs or otherwise violating your rights as a tenant—you must now give advance written notice of your intent to raise issues in your defence before the hearing or they may not be considered.

At your Landlord and Tenant Board hearing, you will be provided with duty council or you may provide your own council. **It is vital that you attend your hearing and make your case against your eviction if you want to stay in your unit.** At this point you may also request mediation.

If the Board rules in favour of the landlord, only then the eviction process will begin. They will issue an Eviction Order that must be executed by a Sheriff. The landlord may not evict a tenant themselves. You will be mailed a Vacate Notice. This will inform you of the date on which you need to vacate the unit. Once you are evicted **you will have 72 hours to retrieve your property.** After this the landlord will assume possession of your property.

Once you are served a notice of eviction stating the reason for your eviction, you have the opportunity to **pursue remedies within 7 to 14 days of receiving the notice.**

For some causes of eviction there are simple remedies:

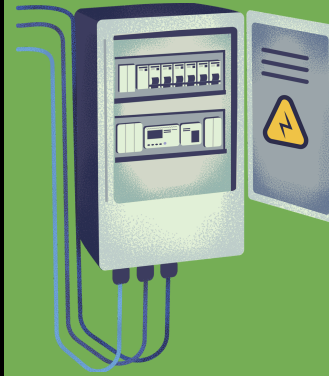
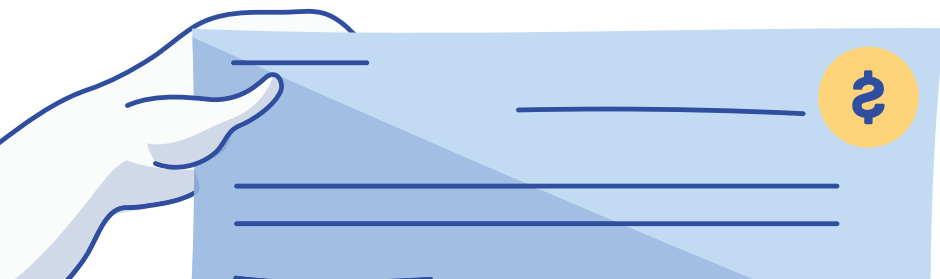
- Interference of Reasonable Enjoyment: stop the offending behaviour within 7 days.
- Non-Payment of Rent: pay rent within 14 days.
- Overcrowding: reduce the number of people within 7 days.
- Damage: fix the damage or pay the cost of repair within 7 days.

### **Compensation or Arrears of Rent**

A landlord may apply to the Landlord and Tenant Board for compensation from the tenant for damage to the unit caused by the tenant or to order payment of rent arrears. The landlord may apply for this compensation for up to one year after the tenant moves out.

Landlords are now able to seek damages from current and former tenants if the tenants agree to pay utility costs but do not do so.

In addition to eviction, landlords may also seek damages from current and former tenants for interference with the landlord's reasonable enjoyment of the residential complex (or another lawful right, privilege or interest) caused by the tenant.



### **Meter Installation**

If a landlord wishes to transfer electricity costs to the tenant, they must:

- Get the tenant's consent in writing;
- Tell the tenant how much their rent will be reduced if the tenant agrees to this change;
- Give the tenant information on how much this change will cost them and information about the provider.

Once the tenant agrees to pay for utilities, the landlord may seek compensation from them if they do not pay. If you are an existing tenant who is not paying electricity, **you do not have to agree to this change.**

### **Acceleration Clause**

A provision in a tenancy agreement stating that all or part of the remaining rent becomes due if a tenant fails to pay rent or violates another part of their lease. Any such clause is VOID and unenforceable.

### **Damage Deposit**

Landlords **cannot** collect a damage deposit to pay for damage done to the unit.

### **Key Deposit**

Landlords **can** collect a key deposit, but must follow the following rules:

- The deposit must be refundable;
- The deposit amount is not more than the cost of the keys.

## Rent Deposit

Landlords can collect a rent deposit as long as they ask for it on or before the day that the tenant enters into a tenancy agreement. This deposit cannot be for more than one month's rent. **This deposit must be used to pay for the last month's rent. It cannot be used to pay for damages to the unit.**

## Pressure to Sign New Lease

After 12 months of tenancy, tenants have the right to move to a month-to-month rental agreement. Landlords **cannot** force a tenant to sign a new lease. This lease will continue with the same terms and conditions and is subject to allowable rent increases.

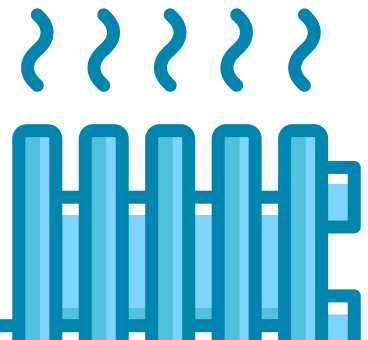
## Subletting

Tenants **are allowed** to sublet their units if they have a valid reason and have the landlord's permission to do so. The tenant must provide the reason to the landlord, and also the term of the sublet, prior to getting approval.

Landlords must have reasonable grounds to refuse a sublet. If the tenant believes that the landlord is being unreasonable in their refusal to sublet the unit, they can file an application with the Landlord and Tenant Board.

## Heating

In the City of Kitchener, landlords are required to provide heating to a minimum of 21 degrees Celsius in all rental units.



## Demoviction

If the building is to be converted to non-residential purposes or demolished, the landlord must either offer the tenant a comparable unit at a comparable price or pay them compensation of three month's rent (if the building had five or more units) or one month's rent (if the building had less than five units).

The landlord may choose whether to offer a replacement unit or money. The tenant can refuse to accept an offered unit and take monetary compensation instead if they wish.

There are some exceptions to the requirement for compensation, including if the landlord is legally required to demolish the building or in the case of social housing.

## Eviction for Cause

There are a number of actions on the part of the tenant that can result in eviction. Most commonly:

- Non-payment of rent;
- Committing illegal acts in the apartment;
- Misrepresentation of income, if receiving social assistance;
- Overcrowding;
- Causing significant damage in the apartment;
- Putting other tenants in danger;
- Unauthorized renovations or demolition (initiated by the tenant);
- Violations of Kitchener-specific by-laws:  
<https://www.kitchener.ca/en/living-in-kitchener/bylaws-at-home.aspx>

## Renovictions or Demovictions

A renoviction or demoviction is when the landlord wants or needs to perform renovations so extensive that the unit cannot be occupied while they are under way, to demolish the building and build a new one, or to convert the building to non-residential use. **The landlord must give at least 120 days notice.**

### Renoviction

When this occurs for renovations, the tenant must be offered the opportunity to move back into the renovated unit at the same rent that the landlord could have charged if their tenancy had not been interrupted.

If the tenant intends to move back in when the renovations are complete, they must notify the landlord before they move out. If they do intend to move back, **the landlord is either required to pay compensation of up to 3 month's rent (1 month if the building has less than 5 units) or the rent for the period of time the unit will be vacant, whichever is less.**

If the tenant does not intend to move back in, **the landlord is required to offer them a comparable unit at the same price or 3 months rent.**

If a landlord does not allow the tenant to return (even though they gave notice that they wanted to) after the renovations are completed, **the tenant can apply to the Landlord Tenant Board for compensation. The landlord may be ordered to pay up to 12 months of the rent previously paid by the tenant and other costs or fines.** The tenant must apply for compensation within 2 years of vacating the apartment.

## Compensation for Lack of Maintenance

If you accrue any additional costs due to failed maintenance by the landlord and/or while waiting for repair (for example additional costs from using a space heater in lieu of a working furnace), this must be matched by a reduction in rent.

Property standards are under the jurisdiction of the City of Kitchener.

**Snow removal** - In the City of Kitchener, property owners must clear the sidewalks around their property of both snow and ice within 24 hours of a snowfall. These sidewalks must be maintained to bare pavement on an ongoing basis.

### Pests

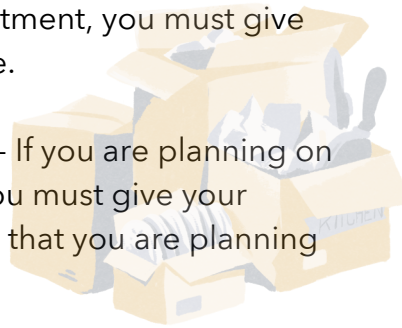
Landlords are responsible for maintaining a unit that is free of pests. To this end, any landlord who is aware of the presence of pests must:

- Eliminate pests and prevent their spread into other portions of the property;
- Inspect any area of the property within 72 hours of receiving any information about the presence of pests in that portion of the property;
- Hire the services of a professional pest control company
- licensed by the Ministry of Environment, if required;
- Keep pest management records and post them on tenant notification boards;
- Not allow the rental of any unit to a new tenant where there is a confirmed presence of pests.

## Moving Out

When you are moving out of your apartment, you must give your landlord written notice in advance.

**Moving out at the end of your lease** - If you are planning on moving out at the end of your lease, you must give your landlord at least 60 days written notice that you are planning on ending your tenancy.



**Moving out before the end of your lease** - If you plan on moving out before the end of your lease, you can ask the landlord to sign an agreement to terminate your tenancy. However, your landlord is under no obligation to sign such an agreement. If your landlord refuses to allow you to terminate your tenancy, you may sublet or assign your apartment for the remainder of your lease. Your landlord must cooperate with your effort to sublet or assign the apartment. You must provide 60 days written notice to your landlord of your intention. In this case, you are entitled to recover your rent deposit including any accrued interest, or apply it to your last months rent.

**Moving out as a month-to-month tenant** - If you are a month-to-month tenant, (you have not signed a lease or did not renew your existing lease) you must give your landlord 60 days written notice that you are planning on ending your tenancy. The one exception to this is if you pay your rent on a weekly basis, you only need to give 28 days written notice.

**Remember:** In Ontario, you do NOT have to move out when your lease expires. You automatically become a month-to-month tenant.

## Eviction

There are conditions under which a landlord may legally terminate a tenant's lease.

As soon as you are informed that you are facing eviction, check to see what rights and avenues you may have. Our office recognizes these situations are not pleasant and are here to help, check the resources page for who to contact.

## Termination of lease

There are conditions under which a landlord can end your tenancy at the end of your lease without error on the part of the tenant. Most commonly:

- The landlord "in good faith" needs to move into the unit, needs to move an immediate family member into the unit, or needs to move in a person who provides care services to a member of their immediate family. The landlord in this case must be an individual, not a corporation. **A tenant evicted for this reason is entitled to one month's rent in compensation;**
- The property is sold, and the building is not more than three units (or it is a condominium being rented out by the owner, and the new landlord wants to move into the unit or move in a member of their family or caregiver. **A tenant evicted for this reason is entitled to one month's rent in compensation;**
- A renoviction or demoviction (see next page)