***Residential Tenancies Act, 2006,* S.O. 2006, c. 17**

**Purposes of the Act:**

1. The purposes of this Act are to provide protection for residential tenants from unlawful rent increases and unlawful evictions, to establish a framework for the regulation of residential rents, to balance the rights and responsibilities of residential landlords and tenants and to provide for the adjudication of disputes and for other processes to informally resolve disputes.

**KEY PROVISIONS WHICH MUST BE INTERPRETED CONSISTENTLY WITH ONTARIO’S OBLIGATIONS UNDER INTERNATIONAL HUMAN RIGHTS LAW**

|  |  |  |
| --- | --- | --- |
| ***Decision/Right*** | ***Provisions:*** | ***Relevant International Human Rights/Principles*** |
| **Landlord’s obligations to tenant** | 20.  (1)  A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards. (2)  Subsection (1) applies even if the tenant was aware of a state of non-repair or a contravention of a standard before entering into the tenancy agreement.  21.  (1) A landlord shall not at any time during a tenant’s occupancy of a rental unit and before the day on which an order evicting the tenant is executed, withhold the reasonable supply of any vital service, care service or food that it is the landlord’s obligation to supply under the tenancy agreement or deliberately interfere with the reasonable supply of any vital service, care service or food. (2)  For the purposes of subsection (1), a landlord shall be deemed to have withheld the reasonable supply of a vital service, care service or food if the landlord is obligated to pay another person for the vital service, care service or food, the landlord fails to pay the required amount and, as a result of the non-payment, the other person withholds the reasonable supply of the vital service, care service or food  22.  A landlord shall not at any time during a tenant’s occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.  23.  A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.  24.  A landlord shall not alter the locking system on a door giving entry to a rental unit or residential complex or cause the locking system to be altered during the tenant’s occupancy of the rental unit without giving the tenant replacement keys.  25.  A landlord may enter a rental unit only in accordance with section 26 or 27. 2006, c. 17, s. 25.  26.  (1)  A landlord may enter a rental unit at any time without written notice,  (a) in cases of emergency; or  (b) if the tenant consents to the entry at the time of entry. 2006, c. 17, s. 26 (1).  Same, housekeeping  (2)  A landlord may enter a rental unit without written notice to clean it if the tenancy agreement requires the landlord to clean the rental unit at regular intervals and,  (a) the landlord enters the unit at the times specified in the tenancy agreement; or  (b) if no times are specified, the landlord enters the unit between the hours of 8 a.m. and 8 p.m. (3)  A landlord may enter the rental unit without written notice to show the unit to prospective tenants if,  (a) the landlord and tenant have agreed that the tenancy will be terminated or one of them has given notice of termination to the other;  (b) the landlord enters the unit between the hours of 8 a.m. and 8 p.m.; and  (c) before entering, the landlord informs or makes a reasonable effort to inform the tenant of the intention to do so.  27.  (1)  A landlord may enter a rental unit in accordance with written notice given to the tenant at least 24 hours before the time of entry under the following circumstances:  1. To carry out a repair or replacement or do work in the rental unit.  2. To allow a potential mortgagee or insurer of the residential complex to view the rental unit.  3. To allow a person who holds a certificate of authorization within the meaning of the Professional Engineers Act or a certificate of practice within the meaning of the Architects Act or another qualified person to make a physical inspection of the rental unit to satisfy a requirement imposed under subsection 9 (4) of the Condominium Act, 1998.  4. To carry out an inspection of the rental unit, if,  i. the inspection is for the purpose of determining whether or not the rental unit is in a good state of repair and fit for habitation and complies with health, safety, housing and maintenance standards, consistent with the landlord’s obligations under subsection 20 (1) or section 161, and  ii. it is reasonable to carry out the inspection.  5. For any other reasonable reason for entry specified in the tenancy agreement.  (2)  A landlord or, with the written authorization of a landlord, a broker or salesperson registered under the Real Estate and Business Brokers Act, 2002, may enter a rental unit in accordance with written notice given to the tenant at least 24 hours before the time of entry to allow a potential purchaser to view the rental unit.  (3)  The written notice under subsection (1) or (2) shall specify the reason for entry, the day of entry and a time of entry between the hours of 8 a.m. and 8 p.m. | Rights: adequate standard of living, including housing.  Principles: inherent dignity of the human person; non-discrimination; equal rights of men and women. |
| **Security of tenure** | 37.  (1) A tenancy may be terminated only in accordance with this Act.  (4)  A tenant’s notice to terminate a tenancy is void if it is given,  (a) at the time the tenancy agreement is entered into; or  (b) as a condition of entering into the tenancy agreement.  (5)  An agreement between a landlord and tenant to terminate a tenancy is void if it is entered into,  (a) at the time the tenancy agreement is entered into; or  (b) as a condition of entering into the tenancy agreement.  38.  (1)  If a tenancy agreement for a fixed term ends and has not been renewed or terminated, the landlord and tenant shall be deemed to have renewed it as a monthly tenancy agreement containing the same terms and conditions that are in the expired tenancy agreement and subject to any increases in rent charged in accordance with this Act.  (2)  If the period of a daily, weekly or monthly tenancy ends and the tenancy has not been renewed or terminated, the landlord and tenant shall be deemed to have renewed it for another day, week or month, as the case may be, with the same terms and conditions that are in the expired tenancy agreement and subject to any increases in rent charged in accordance with this Act.  (3)  If the period of a periodic tenancy ends, the tenancy has not been renewed or terminated and subsection (2) does not apply, the landlord and tenant shall be deemed to have renewed it as a monthly tenancy, with the same terms and conditions that are in the expired tenancy agreement and subject to any increases in rent charged in accordance with this Act. | Rights: adequate standard of living, including housing.  Principles: inherent dignity of the human person; non-discrimination; equal rights of men and women; progressive realization; minimum core obligations. |
| **Distress abolished** | 40.  No landlord shall, without legal process, seize a tenant’s property for default in the payment of rent or for the breach of any other obligation of the tenant. | Rights: adequate standard of living, including housing.  Principles: inherent dignity of the human person. |