



Tip Sheet for Tenants

RENTAL AGREEMENTS

Prepared by the Tenant Duty Counsel Program & Funded by Legal Aid Ontario

This publication contains information intended to assist the general public. It is not legal advice about your situation. You should talk to a lawyer or legal worker for advice on your particular situation.

GENERAL INFORMATION ABOUT RENTAL AGREEMENTS

Every time you rent an apartment, you are entering into a **contract** with your landlord.

This contract can be **in writing** (a “lease” or “written tenancy agreement”) or it can be **verbal** (an “oral tenancy agreement”). Either way, as a result of the contract you enter with the landlord, both you and the landlord have rights and obligations.

WHAT IS A “LEASE”?

Some landlords ask new tenants to sign a **lease** before they move in. Here are some tips about leases:

- The lease must contain the legal name and address of the landlord (so that you know how to contact the landlord if you need to).
- If you sign a lease, the landlord must provide you with a copy of the lease within **21 days** after your tenancy begins.
- Most leases are for a fixed term or length of time – most commonly, one-year.

WHAT IS AN “ORAL TENANCY AGREEMENT”?

Some landlords do not ask tenants to sign a lease when they move in. In most cases, you move in as a “month to month” tenant. However, you still have a contract with the landlord even though it is not in writing. A landlord who enters into an oral agreement must give you written notice of his or her legal name and address within 21 days after the tenancy begins.

TIP FOR TENANTS: If the landlord does not give you a copy of your lease OR their legal name and address within 21 days after you move in, the law entitles you to hold back your rent until the landlord provides you with that information. *This does not cancel the rent you owe – once the landlord provides you with the information, you will have to pay all the rent you owe in full.*

CAN THE LANDLORD FORCE ME TO GIVE UP MY LEGAL RIGHTS AS A TENANT?

No. As a tenant, you have certain rights under the *Residential Tenancies Act*.

You keep these rights even if you have signed a lease or entered an oral tenancy agreement in which you agreed to give them up. That is, if your lease contains a term that is illegal, you do not have to obey that term in the lease.

Here are some examples of common terms in rental agreements which are **illegal**:

- The *Residential Tenancies Act* does not apply in this agreement.
- You are not allowed to keep pets in your apartment.
- You must give the landlord post-dated cheques (the landlord is allowed to ask you to give post-dated cheques, but cannot demand that you do it).
- You agree to accept the apartment “as is”. For example, the apartment is in a state of disrepair.

If you have a question about any of the terms in your lease, please get legal advice.

THE LANDLORD WANTS ME TO RENEW MY LEASE. I DON'T KNOW IF I WANT TO STAY ON FOR ANOTHER YEAR. DO I HAVE TO SIGN THE LEASE?

No. By law, once your lease ends, you become a “month-to-month” tenant. However, the same terms you agreed to in your original lease still apply to you.

Your landlord cannot force you to move out if you choose not to renew your lease. Further, there are procedures under the law that your landlord must follow if he/she wishes to end your tenancy legally.

I WANT TO MOVE OUT. HOW CAN I BREAK MY CONTRACT WITH MY LANDLORD?

If you have a lease: you must give **60 days notice in writing** to the landlord **before the last day of your lease term**. For example, if your lease runs from January 1 to December 31, and you wish to move out at the end of the term, you should give notice on or before November 1 to move on December 31.

- If you have a written lease, and you wish to move out before the end of your lease term, please visit the Tenant Duty Counsel office or call your local community legal clinic to discuss your options.

If you have an oral tenancy agreement: you must give **60 days notice in writing** to the landlord if you pay rent on a monthly basis, or 28 days notice if you pay rent on a weekly basis.

- The “termination date” (or date you wish to move out) must be the **last day of your rental period**. For example, if you are a monthly tenant and you pay rent on the 1st day of every month, the last day of your rental period will be the **last day of the month**.
- Another easy way to figure out the last day of a rental period is to think of the day you have agreed to pay the rent; the last day of a rental period is the day before that.

TIP FOR TENANTS: it is important to give proper legal notice. If you give less notice, the landlord might be able to sue you for more rent money even after you move. If you are not able to give 60 days’ notice, you can ask the landlord to let you out of your tenancy early by signing a Form N9 – *Tenant’s Notice to Terminate a Tenancy*. Please speak to Tenant Duty Counsel or your local legal clinic for more information.

WHERE CAN I GET MORE INFORMATION?

Contact your local **Community Legal Clinic** for free advice on landlord and tenant matters. To find the telephone number for your clinic call Legal Aid Ontario at (416) 979-1446 or 1-800-668-8258.

You can also call the **Tenant Hotline** at 416- 921-9494 for free information and referrals to your local legal clinic.

You can find information on line at www.acto.ca or www.cleo.on.ca.

You can call the Landlord and Tenant Board toll free at 416-645-8080 from within Toronto calling area or 1-888-332-3234 from outside Toronto. Their internet address is www.ltb.gov.on.ca