



Tip Sheet For Tenants

TENANT'S NOTICE OF DEFENCE TO APPLICATION FOR EVICTION AND/OR NON-PAYMENT OF RENT

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.

Tenant(s): _____

Landlord: _____

Address: _____

Board File: _____

A. REASONS

1. I do not believe that my landlord should be allowed to evict me because my landlord is in serious breach of their obligations to me under the *Residential Tenancies Act* for the following reasons (***check applicable box(es)***):

- My landlord has not kept my apartment in a state of good repair or fit for habitation;
- My landlord or an employee of my landlord withheld or interfered with vital services (fuel, electricity, gas, hot or cold water, and the provision of heat from September 1 to June 15);

- My landlord or an employee of my landlord has seriously interfered with my reasonable enjoyment of my rental unit;
- My landlord or an employee of my landlord has obstructed, threatened, coerced or harassed me;
- My landlord or an employee of my landlord entered my unit illegally;
- My landlord has charged me illegal rent;
- My landlord has collected an illegal deposit;
- My landlord has not paid me the interest on the last month's rent deposit;
- My landlord has reduced or discontinued a service or facility in the last 12 months;
- Other (please provide details):

B. EVIDENCE

2. I will be bringing/or I have the following evidence to my hearing to prove my claims:

C. REMEDIES

3. I am requesting that the Board order the following *[check applicable box(es)]*:

a) General Remedies

- A rent abatement (reduction) in the amount of \$_____.
- The tenancy be terminated on: _____.
- The landlord must pay a fine to the Board.
- The landlord must stop the activity that is seriously interfering with my reasonable enjoyment.
- That the landlord or the landlord's employees stop harassing, threatening, coercing or interfering with me.
- That I may deduct the amount of the deposit from my rent payments;
- Compensation for loss of property in the amount of \$_____.
- Compensation for expenses in the amount of \$_____.

b) Maintenance and Vital Services Remedies

- The landlord provide me with vital services immediately.
- That the landlord do repair work, specifically:

- That the landlord pay me \$_____ for the cost of repairs I did.
- That the landlord pay me \$_____ for repairs that I will do myself.

c) Termination Remedies

- The landlord must pay compensation for expenses for moving, storage, etc. \$_____.
- The landlord must pay me compensation for the increased I have had to pay for one year since I moved out.\$_____.

d) Illegal Charges/Interest Remedies

- The landlord must pay me the interest on my last month's rent deposit.
- The landlord must reimburse me for any illegal charges.

e) Reduction in Services or Facilities Remedies

- The landlord must compensate me for the reduction or discontinuance of services or facilities.

f) Other Remedies

- Please provide details:

Date: _____

Tenant Name: _____

Tenant Signature: _____