An Overview of the Residential Tenancies Act:
A Tenant Advocate’s Perspective

By Mary Truemner*

I. Introduction

Bill 109¹, which received Royal Assent on June 22, 2006, is poised to govern rental housing. On January 31, 2007, the new Residential Tenancies Act, 2006² [hereinafter the “RTA”] will replace the Tenant Protection Act³ [hereinafter the “TPA”], the legislation governing landlord and tenant relations in the Province of Ontario for almost a decade. While the new legislation has clarified some tenant protections and created additional ones, it is substantially the TPA cloaked by a different title. Its structure is basically that of the TPA, and its administrative tribunal remains unaltered in most respects.

Having anticipated a brave new law in the context of a changed political climate, tenant advocates are particularly disappointed because the RTA does not provide rent control which had been removed by the TPA. Instead, the RTA perpetuates the system of vacancy decontrol which allows a landlord to increase rents without limit once a unit has been vacated. Having lost the bigger struggle to bring back rent control which might have preserved affordable units, tenant advocates may now examine whether less significant protections have been gained through the legislative change, and whether any have been lost. This paper comments on the best and the worst of those gains and losses.

II. Positive Aspects of the RTA

The Abolishment of Default Evictions

Without a doubt, the tenant community welcomes the obviously intentional omission of jurisdiction for the new Landlord and Tenant Board⁴ [the “Board”] to issue default orders evicting tenants who have not filed written disputes to applications within 5 days of their receipt.⁵ Under the TPA, tenants regularly appeared at the Ontario Rental Housing Tribunal (the “Tribunal”), only to discover that their hearings had been cancelled, and default orders issued. While some managed to file and serve set-aside motion documents, 56% of tenants receiving landlord applications for termination were ordered

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*Mary Truemner is a lawyer at the Advocacy Centre for Tenants Ontario, a provincial legal aid clinic which specializes in housing, human rights and homelessness, and prepared this paper November 7, 2006 for training purposes through the clinic system and the Law Society of Upper Canada’s CLE programme scheduled to take place November 22, 2006.

¹ Bill 109, An Act to revise the law governing residential tenancies, 2nd Sess., 38th Leg., Ontario, 2006.
⁴ RTA, s.168(1) continues the Ontario Rental Housing Tribunal as the Landlord and Tenant Board
⁵ RTA, s.177 and s.192
evicted from their homes without a hearing through the default order process. The RTA corrects this injustice, and does not make the filing of a dispute a pre-requisite for an eviction hearing.

Unfortunately, the RTA does not contain a provision to set-aside an eviction order should a tenant miss their hearing. Given the relatively short time period between the service of an eviction application and the hearing under the existing regime at the Tribunal, tenant advocates expect similarly quick scheduling at the Board, and are concerned that the only way for a tenant to explain a sudden illness, for instance, would be through a review request. At least tenants will no longer be exclusively reliant on landlords to inform them of the eviction application, and may rely on the Board to notify them directly that applications have been filed. S.189 of the RTA sets out this new mandate:

189(1) Where an application is made to the Board, the Board shall notify the respondent in writing that an application has been made and, where possible, shall provide the respondent with information relating to the hearing and such other information as is prescribed.

At the time of writing this paper, the Regulations have not been released, but the Ministry of Municipal Affairs and Housing circulated amongst stakeholders draft regulations which require that the information the Board must provide include a general description of the type of the application, and where and when the hearing is to be held. For expedited hearings to be heard within seven days of the application being filed, the Draft Regulations state that the Board shall courier the notice about the eviction application to the tenant, or attempt to contact the tenant by telephone and also mail the notice.

The Return of Orders Prohibiting Rent Increases

Landlord and tenant legislation pre-dating the TPA provided administrative tribunals the jurisdiction to issue orders prohibiting the landlord from increasing the rent if the landlord had failed to comply with obligations to properly maintain the residential premises to which the rent attached. An order prohibiting a rent increase [an “OPRI”] was particularly effective at inspiring a landlord seeking an above-guideline increase to make repairs to failing buildings. On the other hand, because rent control limited annual increases to an annual guideline amount whether or not a new tenant had taken possession, OPRI’s were often ignored by landlords who were not seeking above-

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6 Workload Report of the Ontario Rental Housing Tribunal, 1998-2005
7 A study using the Tribunal’s disposition data found the median length of time between an application and an eviction order to be 19-20 days in Toronto. Analysis of Evictions Under the Tenant Protection Act in the City of Toronto, Lapointe Consulting Inc., March 31, 2004
8 Draft Regulations for the Residential Tenancies Act – For Consultation Purposes Only, released by the MMAH, September 2006, s. 49
9 Besides emergency cases like illegal lock-outs which involve tenant applications, the Board may be expected to expedite the scheduling of landlord applications based on the new expedited procedures found in sections 61, 63, 65, 66, 80 and 84 of the RTA, discussed below.
10 Draft Regulations, supra note 9, s.49.1
11 Rent Control Act, 1992, S.O. 1992, c.11, s.38
guideline increases. Some landlords allowed buildings to fall into deplorable states despite the issuance of OPRI’s.\textsuperscript{12}

Surprisingly, while the TPA created the system of vacancy decontrol that allowed landlords to increase rents for new tenants at any rate the landlords chose, the TPA did not provide the Tribunal with jurisdiction to issue OPRI’s. With the RTA perpetuating the TPA’s vacancy decontrol, but reintroducing the OPRI,\textsuperscript{13} we might expect landlords to improve properties in disrepair so that they might significantly increase rents on units which sitting tenants vacate, particularly if the vacancy rate in Ontario decreases. To ensure new tenants are made aware that rent cannot be increased until ordered repairs are made, section 114 of the RTA requires a landlord to give written notice to a new tenant of what the legal rent is under the OPRI, and what it will be if the OPRI is lifted. Section 115 allows a new tenant to make an application to the Board for a determination of the rent, and a rebate of any money paid in excess.

Section 11 of the RTA mandates that before a tenancy begins, the landlord is to provide the new tenant with information about the rights and responsibilities of each. The information is to be “in a form approved by the Board.”\textsuperscript{14} Tenant advocates are hopeful that the form shall include the information that a tenant may verify with the Board whether an OPRI exists on their unit, and what the rent should be.

**Deemed Termination Date when the Tenant Leaves**

Another very positive aspect of the RTA is the deeming of termination dates for tenants who vacate without notice, or for tenants who abandon their units. Landlords have been successful in arguing that tenants who have left without proper notice are responsible for rent long past the date they vacated and improperly named as a termination date.\textsuperscript{15} The RTA puts a stop to such a practice.

Subsection 88(1) states:

\textbf{88(1)} If a tenant abandons or vacates a rental unit without giving notice of termination in accordance with this Act and no agreement to terminate has been made or the landlord has not given notice to terminate the tenancy, a determination of the amount of arrears of rent owing by the tenant shall be made in accordance with the following rules:

1. If the tenant vacated the rental unit after giving notice that was not in accordance with this Act, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in the notice, had the notice been given in accordance with section 47, 96 or 145, as the case may be.

\textsuperscript{12} For an example, see Mary Truemner & Bart Poesiat, “The West Lodge Files” (1997) 35 Osgoode Hall L.J. 697.

\textsuperscript{13} RTA, s.30(1) and s.114.

\textsuperscript{14} RTA, s.11(2)

2. If the tenant abandoned or vacated the rental unit without giving any notice, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in a notice of termination had the tenant, on the date that the landlord knew or ought to have known that the tenant had abandoned or vacated the rental unit, given notice of termination in accordance with section 47, 96 or 145, as the case may be. 2006, c. 17, s. 88 (1).

Other than in certain cases involving attempted assignments or care homes, this subsection is applicable in cases where tenants have provided a notice of termination which is invalid for the reason that:

1. the notice did not name the last day of a rental period as the termination date; and

2. the notice wasn’t given to the landlord:
   • at least 28 days before the termination date in the case of a weekly tenancy
   • at least 60 days before the termination date in the case of a monthly tenancy
   • at least 60 days before the expiration of a tenancy agreement for a fixed term

While the notice is invalid, the tenant only owes arrears up to the date that would have been stipulated in a valid notice given the same day the invalid notice was given.

Subsection 88(1) is to be similarly applied in cases where the tenant vacated without any notice. The Board will calculate the arrears by determining when the landlord knew or ought to have known the tenant was gone, and then by determining the first valid date of termination had notice been properly given.

Subsection 88(2) determines arrears where the tenant has received a notice of termination for landlord’s or purchaser’s own use, or for demolition, conversion or repairs requiring vacant possession, and the tenant has left before the termination date without providing a valid notice of earlier termination. Again, the arrears are calculated so as to not hold the tenant responsible for a period past a date on which the tenancy could have been terminated. Section 88 also ensures that a landlord collecting arrears for any time past an invalid termination date has proven mitigation, and if a new tenant becomes entitled to occupy, then the landlord is unable to collect further from the tenant who vacated.

While subsection 88(1) applies in situations where the landlord has not given notice to terminate the tenancy, or has given notice for own use or conversion, demolition and repair, subsection 37(2) of the RTA governs situations where the landlord has given

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16 RTA, s.44
17 For example, in a monthly tenancy, if the tenant gives invalid notice on January 8 that they are terminating the tenancy on February 25, the tenant will only be ordered to pay arrears to the end of March 31, the date that would have been the first valid date on any notice given January 8. However, in the situation where the tenant is locked into a lease until June 30 and gives invalid notice January 8 that they are terminating for February 25, the tenant will be ordered to pay arrears to the end of June 30.
18 RTA, s.88(4)
19 RTA, s.88(3)
notice (i.e. to evict for alleged bad behaviour of the tenant), and the tenant vacates the unit accordingly:

37. (2) If a notice of termination is given in accordance with this Act and the tenant vacates the rental unit in accordance with the notice, the tenancy is terminated on the termination date set out in the notice. 2006, c. 17, s. 37 (2).

Under the TPA, a tenant receiving a Notice to Terminate Early was encouraged to vacate because of language on the Notice which stated that they must move out of the unit on or before a specified termination date; however, there was no provision under the TPA which confirmed that the tenancy would indeed terminate on the termination date specified in the Notice if the tenant vacated by that date. The RTA corrects the problem for the vacating tenant by simply stating that the tenancy is terminated on the termination date set out in the notice. With the tenancy terminated, the landlord is prevented from pursuing the tenant at the Board for arrears, because arrears may only be calculated up to the termination date. While some landlords may attempt to pursue damages for breach of contract in court, the RTA’s clarification that the tenancy was terminated will assist tenants in their defence.

Improved Defences for Tenants Being Evicted

a) Mandatory consideration of the exercise of discretion

Subsection 83(1) of the RTA basically parrots subsection 84(1) of the TPA which provides the Tribunal with discretion to refuse to grant an application, or to order that the enforcement of an eviction be postponed. Perhaps the greatest of the gains for tenants in the RTA is the addition of subsection 83(2). It now includes mandatory language that the Board shall not grant an eviction unless it has reviewed the circumstances and considered whether or not it should exercise its powers under subsection 83(1).

The RTA has also made clear the Board’s responsibility to consider exercising discretion to set aside an eviction order obtained ex parte in certain circumstances:

1. pursuant to a landlord’s claim that a tenant agreed or gave notice to terminate; or
2. pursuant to a landlord’s claim that a tenant breached a mediated settlement thus triggering the termination.

The Board shall set aside these ex parte orders if satisfied, “having regard to all the circumstances, that it would not be unfair.”

b) Having landlord breaches adjudicated in eviction hearings

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20 RTA, s.77(8)(b), s.78(11)(b)
Under the TPA, tenants defending eviction applications before the Tribunal routinely raise disrepair or other breaches of responsibility by their landlords. Routinely, the Tribunal refuses to hear evidence on “landlord breach” if the tenants do not make their own applications. The exception is the situation where a tenant requests the Tribunal to exercise discretion not to evict because of a landlord’s serious breach of a responsibility such as the obligation to maintain the premises in a good state of repair.

The RTA provides the new Board with the jurisdiction to make an order in respect of any issue a tenant raises that could be the subject of an application by the tenant even though the tenant never made an application, and is only raising the issue in the context of an eviction application. This is a tremendous improvement of the system to ensure both fair and expeditious resolutions to landlord and tenant disputes. In the present system, a tenant might be evicted for arrears despite breaches by their landlord that, if allowed to be adjudicated, would justify abatements setting off the arrears. Under the RTA, landlord breaches will lead to an assessment of abatements in eviction hearings. An abatement could either reduce arrears to the point where the new Board will be more inclined to exercise discretion not to evict, or an abatement might even eliminate arrears completely.

**Chance to Void an Eviction Order Post-Enforcement Date but Prior to Sheriff’s Arrival**

The RTA reflects the Ministry of Municipal Affairs and Housing’s stated goal of providing more protection for good tenants but not for bad. An example of this is a new opportunity for tenants to void an eviction order issued because of arrears. Under the TPA, a tenant able to pay could void such an order prior to the date that it could be enforced, but there is no opportunity to void the order after the enforcement date. The RTA will allow a tenant to void after the enforcement date but prior to the actual enforcement. This opportunity, however, will be available only once in a tenant’s relationship with a particular landlord. It is also restricted to cases where a tenant pays arrears, additional rent or compensation, administrative charges for NSF cheques, costs, and, through a special process, sheriff fees. In other words, once a tenant remedies their mistake, and avails themselves of this section to void after the enforcement date, they may not do so again with the same landlord. To err is human; to err twice is not.

**Clarification that Board May Compensate Tenants Vacating Pursuant to Bad Faith Notices, Applications or Settlements**

Also in keeping with the theory that the legislative changes attempt to reward the good and punish the bad is section 57 of the RTA:

57. (1) The Board may make an order described in subsection (3) if, on application by a former tenant of a rental unit, the Board determines that,

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21 RTA, s.82  
23 TPA, s.72(4)  
24 RTA, s.74(11)(12)
(a) the landlord gave a notice of termination under section 48 in bad faith, the former tenant vacated the rental unit as a result of the notice or as a result of an application to or order made by the Board based on the notice, and no person referred to in clause 48 (1) (a), (b), (c) or (d) occupied the rental unit within a reasonable time after the former tenant vacated the rental unit;

(b) the landlord gave a notice of termination under section 49 in bad faith, the former tenant vacated the rental unit as a result of the notice or as a result of an application to or order made by the Board based on the notice, and no person referred to in clause 49 (1) (a), (b), (c) or (d) or 49 (2) (a), (b), (c) or (d) occupied the rental unit within a reasonable time after the former tenant vacated the rental unit; or

(c) the landlord gave a notice of termination under section 50 in bad faith, the former tenant vacated the rental unit as a result of the notice or as a result of an application to or order made by the Board based on the notice, and the landlord did not demolish, convert or repair or renovate the rental unit within a reasonable time after the former tenant vacated the rental unit. 2006, c. 17, s. 57 (1).

The three paragraphs in this section refer to the three situations where landlords are permitted to evict tenants who have not breached their responsibilities under the Act:

1. When the landlord or their family member (or a caregiver, a new category under the RTA) requires the rental unit to occupy;

2. When the purchaser or their family member (or caregiver) requires the rental unit to occupy; and

3. When the landlord requires the rental unit in order to demolish, convert or make substantial repairs.

Under the TPA, questionable case law developed in the adjudication of applications by former tenants seeking redress because they had vacated their units but later discovered their landlords had not acted consistently with any of the above three reasons that the landlords had cited in their eviction documents. The Tribunal sometimes found that tenant applications had to be dismissed even if the landlords were indeed guilty of bad faith and had never moved into the unit or required vacant possession. Even if landlords instead leased to other tenants at increased rents, or to other tenants they hoped would be less rights asserting, the Tribunal did not intervene. The Tribunal reasoned that if an original tenant vacated pursuant to the original notice and bad faith was found, then the application might succeed; however, the application could not succeed if a tenant vacated pursuant to an application flowing from the notice, or pursuant to a termination order or mediated settlement flowing from the notice and application.25

The decisions supporting this analysis took a narrow reading of subsection 32(1) of the TPA. It states that a former tenant may make an application to the Tribunal where the

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25 See for example Barua v. Pond (29 May 2002; von Cramon), File Nos. EAL-20736 and EAT-03645 (ORHT), where the tenant had vacated after the landlord’s application was filed, and after executing Minutes of Settlement.
notice has been given in bad faith, “and the tenant vacates the rental unit as a result of the notice.” Subsection 57(1) of the RTA specifically includes situations where “the former tenant vacated the rental unit as a result of the notice or as a result of an application to or order made by the Board based on the notice…” [my own emphasis]

Possessions of Former Tenants Held by Landlords

The TPA sets a 48 hour limit on the period that the landlord must make available the property of an evicted tenant. After that time, the landlord could sell, retain or otherwise dispose of the property with no liability. Admittedly, previous legislation governing residential tenancies was silent with respect to how long a landlord was responsible for preserving property an evicted tenant was unable to immediately remove, but 48 hours is particularly short for tenants evicted because of non-payment of rent given the unlikelihood that they could afford moving assistance and storage. The new RTA offers some improvement by extending the 48 hours to 72 hours, and by including an enforcement mechanism. The probable clarification expected in the Regulations that the property must be accessible from 8 a.m. to 8 p.m. may facilitate tenants being able to retrieve their belongings.

III. Negative Aspects of the RTA

Most of the disappointments for tenant advocates arise from the RTA’s preservation of most of the TPA. Certainly, as explained in the introduction to this paper, the worst is the preservation of the landlord’s right to charge unlimited rent to a new tenant. Vacancy decontrol, the term for the system created by this right, has led to landlords scrambling to find reasons to evict tenants or have them declared “unauthorized occupants” in order that new rents may be charged. Unfortunately, in addition to preserving many barriers for tenants, the RTA has also created new law to disadvantage them. Two of the worst are:

1. the clear articulation that the Board will not have jurisdiction to inquire into the decision of Social Housing Providers to revoke a subsidy; and

2. the creation of extremely fast procedures to evict in circumstances which had previously been more fairly protected.

No Jurisdiction for Board to Assess Rent Determined by Social Housing Provider

26 TPA, s.32(1), paras. 8-10.
27 RTA, s.42
28 RTA, s.41(3)
29 RTA, s.41(6)
30 Draft Regulations, supra note 9, s.42.1
31 See for example Torres v. Minto Management Limited, [2002] O.J. No. 2038 (QL), Court File No. 01-DV-000621 (Div. Ct.) where a landlord attempted to charge significantly higher rent to a woman whose abusive spouse had abandoned the family.
Section 203 of the RTA prohibits the Board from making determinations concerning eligibility for subsidies in social housing, or determinations concerning the amount of geared-to-income rent:

203. The Board shall not make determinations or review decisions concerning,

(a) eligibility for rent-geared-to-income assistance as defined in the Social Housing Reform Act, 2000 or the amount of geared-to-income rent payable under that Act; or
(b) eligibility for, or the amount of, any prescribed form of housing assistance.

Tenant advocates are very concerned about this prohibition because subsidized tenants may easily run afoul of very complicated requirements and rules arising from the Social Housing Reform Act respecting obligations to report variations in income or changes to household composition. For example, an elderly woman lost her subsidy because she did not report the presence of her 11-year-old granddaughter, who was placed temporarily with her by the Children’s Aid Society without income support. She was charged market-rent which she could not afford on Old Age Security. In that case, a specialty legal aid clinic agreed to represent her, and filed a judicial review of the social housing authority’s decision. It resulted in a settlement which retroactively reinstated the subsidy, but the legal aid system cannot always provide representation for time-consuming judicial reviews.

Most of these cases will first appear in the justice system by way of eviction applications for non-payment of rent when those social housing landlords making applications have calculated arrears on the basis of unpaid market rent. In order to terminate the tenancy for arrears claimed, the Board should be permitted to determine whether the rent charged was improperly increased from the subsidized amount to the market amount. Section 203 impairs the likelihood of a just decision in the Board’s adjudication of whether rent was paid, and it prevents tenants from easily accessing a forum to adjudicate what rent should be charged.

Fast-Track Evictions

Perhaps the most blatant example of punishing allegedly bad tenants is the expedited process that the RTA perpetuates and expedites further. Like the TPA, the RTA allows a termination date of 10 days after service in a situation where the tenant is accused of impairing the safety of others, or in situations where the tenant is accused of being involved with illegal drugs, but the RTA goes further. It also allows the Board to order an eviction in impairment of safety cases with a termination date that is earlier than the

32 Social Housing Reform Act, 2000, S.O. 2000, c.27, sections
33 Representation was provided by the Advocacy Centre for Tenants Ontario, where the author works.
34 See for example, Sunrise Suites Holdings Inc. v. Archambault (1 September 2004), File No. EAL-43204-SA (ORHT) where the social housing landlord mistakenly revoked a subsidy and commenced eviction proceedings for arrears of market rent. Without a section 203 equivalent in the TPA, the Tribunal was able to clarify matters and set aside a default order terminating the tenancy.
35 RTA, s.66
date set out in the Notice. With the introduction of another unprecedented section, the Board may even request that the Sheriff expedite the enforcement of the eviction order.

Unlike the TPA, the RTA permits a termination date of 10 days (not 20 days) after the Notice is served on a tenant accused of wilfully (not negligently) damaging the rental unit, or a tenant accused of using the unit in a manner inconsistent with residential use if the tenant can reasonably be expected to cause damage. Again, with unprecedented legislation, the RTA allows the Board to set an earlier termination date than that specified in the Notice, and allows the Board to request the Sheriff to expedite enforcement.

What is particularly perplexing about the expansion of eviction applications which might be expedited is the introduction of a new landlord right through section 65:

**65. (1)** Despite section 64, a landlord who resides in a building containing not more than three residential units may give a tenant of a rental unit in the building notice of termination of the tenancy that provides a termination date not earlier than the 10th day after the notice is given if the conduct of the tenant, another occupant of the rental unit or a person permitted in the building by the tenant is such that it substantially interferes with the reasonable enjoyment of the building for all usual purposes by the landlord or substantially interferes with another lawful right, privilege or interest of the landlord. 2006, c. 17, s. 65 (1).

**Notice**

**65. (2)** A notice of termination under this section shall set out the grounds for termination. 2006, c. 17, s. 65 (2).

**Non-application of s. 64 (2) and (3)**

**65. (3)** Subsections 64 (2) and (3) do not apply to a notice given under this section. 2006, c. 17, s. 65 (3).

Not only might a landlord living in a building with 3 units or less provide a termination date 10 days (not 20 days as under the TPA) after service of the Notice, but also the landlord is no longer required to provide the tenant with a chance to correct the situation as had always been the case in previous legislation. Indeed, tenants living in buildings with more than 3 units will continue to have the right to remedy any interference (e.g. lower the volume of their music), and will continue to expect that any Notice for substantial interference will specify a date 20 days after service. One may only presume that the legislators intended to provide more control over tenants for the relatively sympathetic class of unsophisticated homeowners facing hard times, and needing to rent out a portion of their home; yet, special treatment in the context of basement rental units within the home might have been more accurately captured with the section applying to

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36 RTA, s.80(2)(b)  
37 RTA, s.84  
38 RTA, s.63.  
39 RTA, s.80(2)  
40 RTA, s.84
buildings with 2 units or less. Landlords with 3 units are far more likely to have bought the building intending to operate it as a business.

Assuming that the Board will indeed quickly schedule hearings for these applications where the notices had specified a termination date of 10 days after service, tenant advocates are obviously concerned that evidence will not be prepared in time for hearings. While landlords planning to evict will have accumulated evidence prior to serving notice, tenants may have only a few days to find legal assistance, witnesses and documents to defend. The likelihood of obtaining representation for the hearing is negligible. To prepare a defence in the context of losing one’s home should have been recognized as crucial, and balanced against the risk of possible harm to the landlord. Tenant advocates hope that the Board will be expected to assess this balance when adjudicating requests for adjournments.

IV. Conclusion

The *Residential Tenancies Act* is not the panacea or paradigm shift that tenant advocates hoped it would be. With vacancy decontrol perpetuated, the new regime under the new legislation will continue to operate against a backdrop of rental housing becoming less and less affordable. The new Board will be helpless to prevent unjust evictions of previously subsidized social housing tenants. Tenants accused of drug involvement, impairing the safety of other tenants, wilfully damaging their units or even just bothering certain landlords may be defending themselves at hearings scheduled so quickly that they will have no opportunity to prepare evidence let alone seek legal advice.

Fortunately, though, tenants will at least have scheduled hearings. The demise of the default eviction order is a definite step towards ensuring fairness for tenants. Another step is the requirement that the Board always consider refusing to evict in order to be fair given the circumstances. Other steps towards fairness which might have a broad tenant impact include:

- reinstating the order prohibiting rent increases which will encourage landlords to fulfill their responsibilities to maintain rental properties in a good state of repair
- deeming a fair termination date where a tenant has abandoned, improperly given notice or vacated pursuant to a landlord’s notice without contesting it
- providing remedies to tenants who vacated their homes pursuant to eviction documents in which landlords state intentions to occupy themselves or to require vacant possession, but then do not act accordingly

Of course, without the release of the Regulations, the new Board’s rules and guidelines, or the Board’s forms and notices, it is almost impossible to predict whether these perceived improvements will have any significant impact. Equally difficult to predict is the Board culture. Will it continue to alienate tenants who are most often unrepresented and generally unaware of their rights? Or will it encourage a climate of reconciliation and fairness so that landlords and tenants might expect to resolve conflict reasonably?
Tenant advocates in Ontario will carefully monitor transformations or lack of them, and document their effect for the continuing evolution of the law governing rental housing.