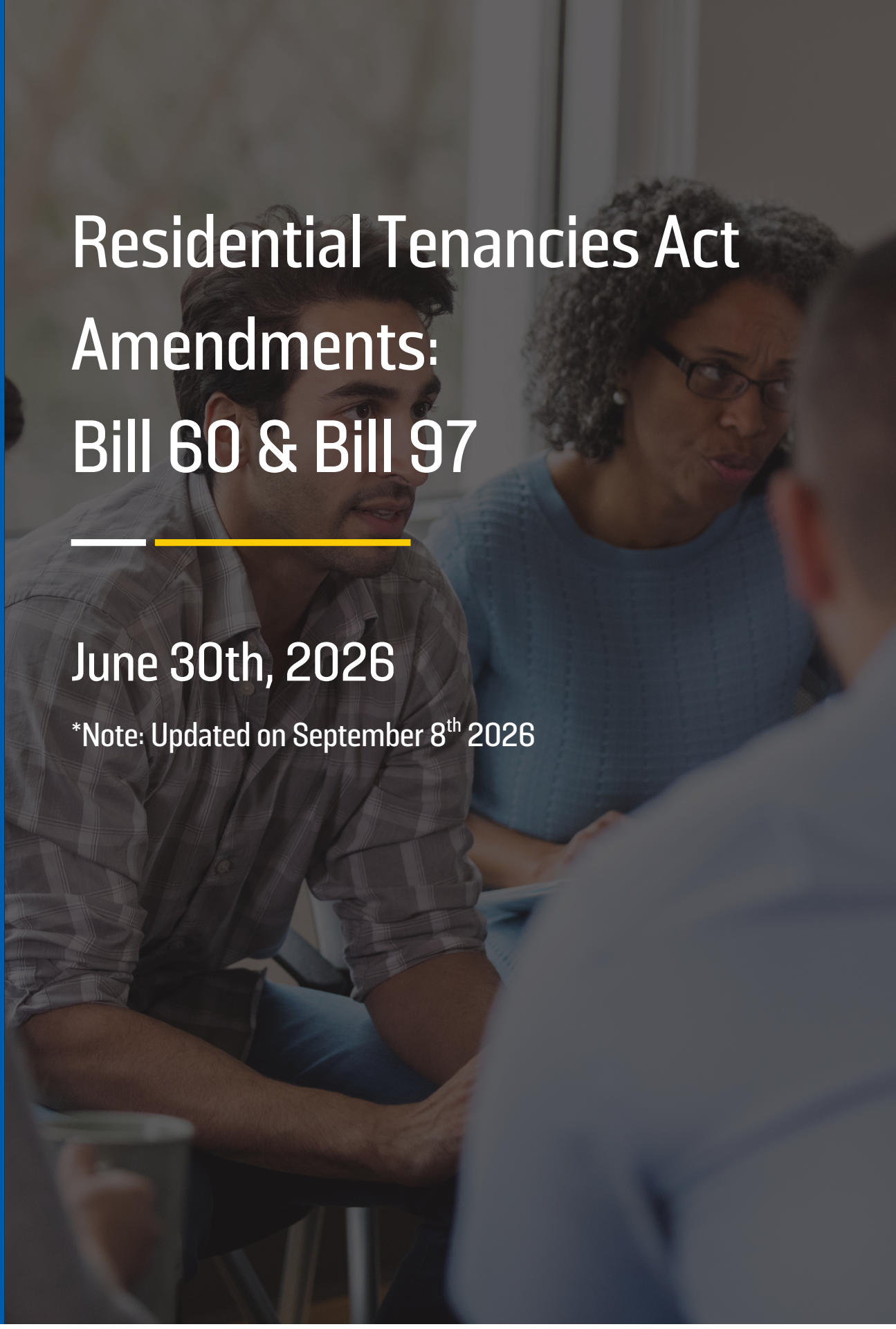
FACTSHEET

Residential Tenancies Act Amendments: Bill 60 & Bill 97



June 30th, 2026

*Note: Updated on September 8th 2026

25TH ANNIVERSARY

ACTO TDCP Advocacy Centre for Tenants Ontario | Tenant Duty Counsel Program

Residential Tenancies Act amendments under Bill 60 and Bill 97 set to take effect: July 1 & Sept 21, 2026.

Bill 60 Amendments

Effective July 1st 2026

Request-to-Review Timeline Shortened:

- Requests for review must be submitted within **15 days** of the order's issuance, unless the Board decides it appropriate and just to grant a request to extend the deadline.

- The Board's power to conduct a review is limited to circumstances outlined in the regulation. Reviews under the ground of "*Not reasonably able to participate in the hearing*" are limited to a list of circumstances including: lack of hearing notice, LTB error, deception by the other party, serious emergency, incarceration or natural disaster. A review for a serious error in the order are limited to jurisdiction issues, breaches of procedural fairness, errors in fact or law, problem with remedy ordered. Errors with the evidence must impact the determination of the case.

Notice to End Tenancy Form: When a landlord or tenant wants to end a tenancy, they must use the official Notice to End Tenancy form approved by the LTB, unless the Act states otherwise.

Bill 60 Amendments

Effective September 21st 2026

Notice to End Tenancy: A landlord who terminates a tenancy for own use does not have to provide their tenant 1 month compensation or offer them an alternative unit if the landlord gives the tenant at least **120 days notice** of termination.

Tenants Facing Eviction for Non-Payment of Rent: A landlord can give a tenant a notice of termination for non-payment of rent effective **7 days** after the notice is given. (formerly 14 days)

Persistent Late Payments Defined: Persistent late (rent) payment is defined by the regulation to occur when a tenant has not paid rent within 7 days of the due date, on 3 occasions, within a 6 month period. It may also include other circumstances not outlined in the regulation.

Stricter Rules for Tenants To Raise Their Issues At The Hearing: If a tenant wishes to raise their own issues at the eviction hearing, they **must** do the following at least **7 days** before the hearing:

- Pay 50% of the arrears alleged to be owing in the application;
- Provide LTB and landlord with written notice of the issues they will raise at the hearing; and
- Provide LTB and landlord the evidence they will present at the hearing.

Stricter Rules for Setting Aside an Eviction: The LTB will only set-aside an ex parte eviction order based on an agreement by the landlord and tenant to end the tenancy or where the tenant gave notice to end their tenancy, if they are satisfied it would not be unfair to do so. In making their decision, the LTB will not consider changes in the tenant's circumstances that occurred after an agreement was made or after the tenant gave their termination notice.

Limits to Postponing an Eviction: The LTB may postpone an eviction if the landlord consents, or if the LTB is satisfied that granting a delay of eviction would not be unfair to the landlord or other tenants; and there are compelling grounds to grant the delay.

Bill 97 Amendments

Effective July 1st 2026

Air Conditioner Installation: Tenants have the right to install an air conditioner (AC) under the following conditions:

- Tenant must notify the landlord in writing about the installation.
- If electricity is included in the rent, the notice must include anticipated electricity usage.
- The air conditioner must be installed safely and securely.
- The air conditioner must not cause damage to the unit or complex.
- The air conditioner must comply with municipal by-laws.

A landlord may prohibit the installation of an AC under certain circumstances.

Post-AC Installation:

- Where electricity **is included** in the rent, a landlord may increase the rent after an air conditioner is installed unless the lease states otherwise.
- The landlord can only increase the rent by the actual cost of the extra electricity used, or by a reasonable estimate provided by the tenant. The landlord cannot charge more than that amount. The rent will decrease once the AC is removed.
- A landlord may enter the unit with proper notice to inspect the air conditioner.
- A rent increase after installation of an AC is exempted from the 90 day notice, rent increase guidelines and the 12 month limitation.

Increase of Fines for Offences Under the Act:

- A landlord found guilty of an offence under the RTA can be fined up to **$100,000.** A corporation found guilty of an offence under the RTA, can be fined up to **$500,000.**

Bill 97 Amendments

Effective September 21st 2026

Tenants Returning To A Unit Post-Renovations: Once a tenant tells their landlord, in writing, that they want to move back into their unit after repairs or renovations are finished, the landlord must provide the tenant with a written estimate of when the unit will be ready to live in.

- If the move-in date changes, the landlord must notify the tenant in writing and provide a new estimated move-in date.
- When the unit is ready for occupancy, the landlord must notify the tenant in writing.
- Once the unit is ready for occupancy, the landlord must give the tenant **at least 60 days** to occupy the unit.
- A landlord that doesn't comply with all these conditions will be deemed to have failed to provide the tenant with their right of first refusal.

No-Fault Eviction Deemed Bad Faith: If a landlord evicts a tenant for personal use and the person intended to move into the unit does not occupy the rental unit within **60 days**, it is presumed to be an eviction in bad faith unless the landlord proves otherwise.

Tenants Filling A Bad-Faith Eviction Claim: A tenant can make a bad-faith eviction (T5) claim up to the latter of: two years after moving out of the unit, or up to six months after the repairs/renovations are completed.

Resolving Eviction Cases by Agreement: Where a landlord files an eviction application, any agreement reached between the landlord and tenant outside of the Board must use the Board-approved form.