

Moving In – What You Need to Know

At the beginning of a landlord-tenant relationship, both parties should understand their basic rights and responsibilities and they should communicate their expectations to each other. Once the landlord screens, finds and accepts a tenant's application, the relationship starts. Once the tenant pays the rent/signs the lease the rental agreement begins. If either party breaks the rental agreement at this point, compensation may be in order for the wronged party.



Do I need to sign a lease?

No. If the tenancy agreement is not in writing, the tenant must be provided with written notice of the legal name and address of the landlord for the purpose of giving notice or delivering other documents. The landlord must provide the tenant with this information within 21 days after the tenancy begins. If the landlord fails to provide the required information, the tenant's obligation to pay rent is suspended until the landlord complies.

My landlord is asking for a deposit. Do I need to give him more money?

That depends. Landlords can collect a rent deposit up to one month's rent. If the landlord is asking for a security deposit, you do not need to pay it. In Ontario, security deposits are not allowed. Last month's rent may be collected as a deposit, but it can never be used to apply to damages. Landlords collect the last month's rent (or if rent is paid weekly the last week's rent) at the beginning of the tenancy and pay the tenant interest based on the Ontario Consumer Price Index (the rate of inflation for the year running from June to May) at the beginning of the next year, to be paid out every year. This deposit may only be applied to the last month's rent. It is not considered a damage or security deposit.

My landlord wants me to give him post-dated cheques for the year. I want to pay each month. Do I need to?

No. Post-dated cheques can be suggested, but a person cannot be refused a rental unit for refusing to give them. Landlords must provide tenants with a rent receipt.

My landlord is asking for \$5 to replace the keys if I lose them. Do I have to pay?

Yes. Key deposits may only be the replacement cost of the key which can range from \$5-20.



My landlord wants to change the locks. Can I be locked out?

No. Changing the locks is allowed provided the landlord gives the tenant a key for any new locks.

I have found a place to rent but I smoke and the landlord says I can't smoke in



the apartment. Is this true?

The RTA doesn't cover individuals before they become tenants so a landlord could refuse to rent based on the grounds of smoking.

If you are currently a tenant and your lease has a "No smoking" clause and the landlord discovers that the tenant has is smoking in the rental unit, is this grounds for the landlord to evict the tenant? The RTA does not address smoking. However, a landlord may have grounds to evict a tenant for smoking, if the smoke damages the property or bothers other tenants.

My landlord wants to charge me \$50 more than the previous tenant. Is this illegal?

Probably not. There is no limit on how much rent the landlord can charge tenants when they first move in. But there is one exception to this rule. This is when the Landlord and Tenant Board orders that the rent cannot be raised until the landlord does certain repairs or maintenance. It is called an Order prohibiting Rent Increase (OPRI). While this order is in effect the landlord cannot charge a new tenant more rent than the last tenant paid, until the landlord does the work and the Board removes the order.

