



BACKGROUND

September 1, 2021 Amendments to the *Residential Tenancies Act*

Introduction

Bill 184, [Protecting Tenants and Strengthening Community Housing Act, 2020](#), amended the [Residential Tenancies Act, 2006](#) (RTA). A number of the amendments took effect on July 21, 2020. Other amendments take effect on September 1, 2021.

This is a summary of the significant amendments which take effect on September 1, 2021. For the actual wording of the amendments, refer to the section of the RTA cited beside the description, e.g. s.57(3).

Landlord claims against former tenants

Previously, the Landlord and Tenant Board (LTB) could only consider an application made by the landlord claiming rent arrears or compensation if the tenant was still living in the rental unit when the application was filed. Claims made after the tenant moved out had to be made at Ontario Small Claims Court.

As a result of the amendments to the RTA, a landlord can now file an application claiming rent arrears or compensation up to one year after the date the tenant moved out. The tenant must have moved out of the rental unit on or after September 1, 2021. The landlord can ask for any of the following in the application filed against a former tenant:

1. Rent arrears and/or compensation for the use of the rental unit. s.87(1) & s.87(3)
2. NSF cheque charges. s.87(5)
3. Compensation for reasonable out-of-pocket expenses a landlord has incurred as a result of conduct by the former tenant, their guests or occupants that has substantially interfered with the landlord's reasonable enjoyment or another lawful right, privilege or interest of the landlord. The landlord must prove that they incurred the expense as a result of the former tenant's conduct. s.88.1
4. Compensation for expenses the landlord has incurred as a result of the former tenant's failure to pay utilities. s. 88.2
5. Compensation to replace or repair undue damage caused by a former tenant, guest or occupant. s. 89(1)

Applications and notices of hearing naming former tenants must be served by the landlord, unlike most applications where the LTB serves respondents. Only specified methods of service by the landlord are permitted, but the LTB has the authority to permit other methods in its Rules of Procedure. s.189.0.1 & s. 191(1.01). Landlords can use the Request to Use Alternative Service Form to ask the LTB for permission to use another method of service.

Tenant claims against landlords

1. Tenants filing a T5 application claiming that the landlord served a N12 notice (for own use/purchaser's own

use) in bad faith and failed to move into the unit after the tenant vacated, can claim compensation equivalent to as much as 12 months' rent. This is in addition to the remedies a tenant could seek previously. s.57(3)

2. Tenants filing a T5 application claiming that the landlord served an N13 notice (for demolition/conversion/renovation) in bad faith and failed to demolish or renovate after the tenant vacated, can claim compensation equivalent to as much as 12 months' rent. This is in addition to the remedies a tenant could seek previously. s.57(3)
3. If a tenancy is terminated because the landlord intends to do major repairs (N13 notice), the tenant has the right to move back when the repairs are completed if they have given the landlord written notice. If the landlord does not allow the tenant to move back in, the tenant can file a T5 application up to 2 years after they moved out. Previously, the tenant only had 1 year to file the application. s. 57.1(2)

Landlord claims against tenants

1. A landlord can now claim compensation for reasonable out-of-pocket expenses they have incurred as a result of conduct by the tenant, their guests or occupants that has substantially interfered with the landlord's reasonable enjoyment or another lawful right, privilege or interest of the landlord. The landlord must prove that they incurred the expense as a result of the tenant's conduct. s.88.1
2. A landlord can now claim for compensation for expenses they have incurred as a result of the tenant's failure to pay utilities. Before September 1, 2021, unpaid utility claims had to be made at Small Claims Court. s. 88.2

Requirements for landlords filing for eviction based on an N12 or N13

1. A landlord filing an L2 eviction application based on an [N12: Notice to End your Tenancy Because the Landlord, a Purchaser or a Family Member Requires the Rental Unit](#), must provide an affidavit or declaration sworn by the person intending to move into the unit when they file the application. Before September 1, 2021, the affidavit or declaration could be submitted at the hearing. s. 71.1 (1)
2. A landlord filing an L2 eviction application based on an [N12: Notice to End your Tenancy Because the Landlord, a Purchaser or a Family Member Requires the Rental Unit](#) or an [N13: Notice to End your Tenancy Because the Landlord Wants to Demolish the Rental Unit, Repair it or Convert it to Another Use](#), must provide details about all previous N12 or N13 notices given to any tenant for any rental unit in the last 2 years. s. 71.1 (3)