

MOVING OUT

You do not have to move out just because your lease has expired. Your tenancy continues until you or your landlord does something to end it.

If you want to move out, there are a few different ways to do this. Some of these are:

- you and your landlord can agree to end your tenancy
- you can give your landlord notice
- you can find a new tenant to take over your place (if this is permitted by your landlord in the lease)

Giving Notice

If you want to move out, usually you must give written notice to your landlord. The Landlord and Tenant Board has a form for this called **Form N9 – Tenant’s Notice to Terminate the Tenancy.**

Your notice must give the date you want your tenancy to end. This is called the “termination date”. Most of the time, the termination date must be the **last day of a rental period.** Usually that is the day before your rent is due.

To view the notice deadlines, visit www.ltb.gov.on.ca

Eviction

It is against the law for your landlord to evict you or lock you out without first getting an order from the Landlord and Tenant Board.

Usually, the first step in the eviction process is that your landlord gives you a written Notice explaining the reason your landlord wants you to leave.

Landlord and Tenant Board

The **Landlord and Tenant Board** is the new name for the tribunal that settles disputes between landlords and tenants and enforces their rights. It is like a court, but less formal.



Fennell G08
Phone: 905.575.2262
Fax: 905.575.2264

STAART A121
Phone: 905.575.2537

IAHS 105
Phone: 905.540.4247 Ext 26710

Brantford B101
Phone: 519.758.6022

www.housing.mohawkcollege.ca

What Tenants Need to Know About the Law

THE TENANT’S QUICK REFERENCE GUIDE



Off Campus Housing Student Life

Phone: 905.575.2262

INFORMATION FOR YOU

BEFORE YOU MOVE IN

Tenancy Agreement

A tenancy agreement is a legal contract between you and your landlord. It can be in writing or it can be a spoken agreement. A spoken agreement is sometimes called an oral or verbal agreement.

If your tenancy agreement is in writing, read it carefully and make sure you understand it before signing it. For example, know how much you are agreeing to pay for your rent.

Deposits and Other Charges

Your landlord can make you pay a security deposit before you move in. This deposit cannot be more than one month's rent if you pay your rent by the month. This is often called a **last month's rent deposit** or **LMR**. If you pay your rent by the week, the deposit cannot be more than **one week's rent**.

Your landlord can use this deposit **only** as a rent payment for your last month or week. Your landlord cannot keep it or use it for any other reason, such as paying for damage or cleaning.

Your landlord can also charge you a fee if you write a cheque and do not have enough money in your bank account. This is often called an NSF or bounced cheque.

Most other deposits, extra charges, or advance payments are illegal.

Insurance

Many tenants think that they do not need content insurance because they are covered by their landlord's insurance. But this is not usually true. The only time that your belongings might be covered by your landlord's insurance is when the damage is your landlord's fault.

Having your own insurance can also help protect you if you cause damage by accident to your landlord's or another tenant's property.

WHILE YOU ARE LIVING IN YOUR PLACE

Paying your Rent

Be sure to get a receipt each time you pay your rent. The law says that your landlord must give you a receipt if you ask for one.

Rent receipts can be very important if you have a dispute with your landlord. Receipts can also be useful when you fill out your income tax return.

After you move out, your former landlord must give you receipts if you ask within 12 months.

Repairs and Maintenance

Your landlord must keep your place in good condition and fit to live in. This is the law even if you knew about a problem before you rented the place, or if your lease says you took the place "as is".

Your landlord is responsible for maintenance and repair of your place and of things that come with your place, such as appliances, and of common areas, such as parking lots.

Privacy

The place that you are renting is your home. The law says when your landlord has a right to come in.

Your landlord can enter your home **without** telling you ahead of time only if:

→ there is an emergency, or

→ your tenancy agreement says that your landlord gives you cleaning services

Utilities and Vital Services

Your landlord cannot cut off or interfere with any vital services. This includes things like your supply of water, electricity, or heat. It also includes food or care services if you get these from your landlord or another service provider. And it includes a vital service being cut off because your landlord did not pay for it, if your landlord was supposed to pay for it.

Additional Information

*Landlord and Tenant Board's
Web Site*

www.ltb.gov.on.ca

Legal Aid Ontario's Web Site
www.legalaid.on.ca

*Investigation and Enforcement
Unit's Web Site*

www.mah.gov.on.ca/ieu