

Ontario  (<https://www.ontario.ca/page/government-ontario>)

Renting in Ontario: Your rights

Read about the laws that affect residential tenants and landlords in Ontario.

Who's protected by rental rules

Ontario's *Residential Tenancies Act* (<https://www.ontario.ca/laws/statute/06r17>) applies to most private residential rental units, including those in single and semi-detached houses, apartments and condominiums, and secondary units (for example, basement apartments).

Many of the rules about rent do not apply to some types of rentals, such as university and college residences and commercial properties.

Rent increase limits

The rent increase guideline for **2026 is 2.1%**. For most tenants, your rent can't go up by more than the rent increase guideline (<https://www.ontario.ca/page/residential-rent-increases#section-1>) for every year. This applies to most tenants living in rented houses, semis, basement apartments, condos, as well as care homes, mobile homes, and land lease communities.

Learn about the rent increase guideline, how it's calculated, and exceptions. (<https://www.ontario.ca/page/residential-rent-increases>)

Eviction rules

Your landlord can only evict you in specific situations and must give you written notice using the proper form provided by the Landlord and Tenant Board (LTB), an independent

tribunal with the authority to resolve residential tenancy disputes in Ontario. The form must give the reason for eviction.

Even if your landlord gives you written notice, you don't have to move out. Your landlord must first apply for and receive an eviction order from the LTB. You have the right to go to a hearing and explain why you should not be evicted.

For more information, read the LTB's brochures:

- How a Landlord Can End a Tenancy
([https://tribunalsontario.ca/documents/lrb/Brochures/How%20a%20Landlord%20Can%20End%20a%20Tenancy%20\(EN\).html](https://tribunalsontario.ca/documents/lrb/Brochures/How%20a%20Landlord%20Can%20End%20a%20Tenancy%20(EN).html))
- How a Tenant Can End Their Tenancy
([https://tribunalsontario.ca/documents/lrb/Brochures/How%20a%20Tenant%20Can%20End%20Their%20Tenancy%20\(EN\).html](https://tribunalsontario.ca/documents/lrb/Brochures/How%20a%20Tenant%20Can%20End%20Their%20Tenancy%20(EN).html))

Protection against wrongful evictions

The maximum fine for an offence under the *Residential Tenancies Act, 2006* (<https://www.ontario.ca/page/solve-disagreement-your-landlord-or-tenant>) can be up to:

- \$50,000 for an individual
- \$250,000 for a corporation

Eviction for personal use

Your landlord must give you the equivalent of one month's rent, or offer you another unit if they:

- want to use the unit themselves
- want to use the unit for their family
- are selling the property and the purchaser will be using the unit themselves

Evictions due to renovations, repairs or demolition

Your landlord must also compensate you if they evict you from your unit to:

- renovate / repair
- demolish
- convert

They must give you the right of first refusal to move back into the unit following a renovation or repair. You must notify your landlord in writing before you leave that you want them to offer you the unit when they complete the renovation, and provide your new address.

If your landlord fails to provide you a right of first refusal, you have two years to file a claim with the LTB for compensation.

Bad faith evictions

Landlords must act in good faith when evicting a tenant for reasons that are not the tenant's fault. This means the landlord must have honest intentions to use the rental unit for the purpose stated on the eviction notice. Landlords are also required to disclose their past use of no-fault evictions when applying for no-fault evictions. This gives the LTB more information to consider when determining whether the application was made in good faith and if an eviction order should be issued.

If the LTB determines that a landlord has given a notice of termination in bad faith, they may make an order requiring the landlord to pay the former tenant the sum of:

- the difference between the last rent charged to the former tenant and the former tenant's current rent in their new unit for up to a one-year period,
- **up to 12 months** of the last rent charged to the former tenant, **and**
- reasonable out-of-pocket moving, storage and other expenses that the former tenant has incurred or will incur.

This applies to all bad faith evictions, including:

- where the landlord does not allow the tenant to move back into the unit after repairs or renovations
- where the landlord or purchaser does not move into or use the unit themselves

Repayment agreements

Landlords are encouraged to negotiate a repayment agreement with a tenant before seeking eviction if rent has not been paid. When a landlord applies for an eviction order for rent arrears, the LTB must consider whether the landlord tried to work with the tenant to catch up on rent before seeking eviction.

Formal repayment agreement

If a landlord applies to the LTB for an eviction based on non-payment of rent, the landlord and tenant may settle the eviction application by reaching a formal repayment agreement (<https://tribunalsontario.ca/documents/lrb/Other%20Forms/Payment%20Agreement.pdf>) that is approved by the LTB.

We know that circumstances can change, and a tenant might suddenly be unable to meet the terms of a board-approved repayment plan. If a landlord gets an eviction order, tenants can still ask the LTB for a hearing to consider their circumstances before an eviction order is enforced.

Informal repayment agreement

If you are struggling to meet a repayment agreement that the LTB did not approve, your landlord **still must apply to the LTB** for an eviction hearing. At the hearing you would be able to explain why you were unable to follow the repayment agreement.

Repayment agreements, whether formal or informal, **do not allow landlords to evict a tenant** without an order from the LTB. Tenants will continue to be able to request a hearing at the LTB. The LTB can consider the circumstances of each case to determine whether or not an eviction order should be issued.

Landlords **cannot impose repayment agreements** on tenants, and tenants cannot be evicted for refusing a rent repayment plan. It's an offence under the *Residential Tenancies Act, 2006* (<https://www.ontario.ca/page/rental-housing-offences#section-1>) for a landlord to harass or threaten a tenant to get them to move out.

Mediation

Mediation can be used to help resolve disputes faster and easier. It is less formal than the traditional hearing process. It is intended to help start a conversation between tenants and landlords under the guidance of a neutral mediator who knows the rights and responsibilities under the *Residential Tenancies Act, 2006*.

The LTB can provide a mediation session for tenants and landlords to discuss their concerns in advance of their hearing. Landlords and tenants are not required to reach an agreement.

If parties are unable to reach an agreement in mediation, a formal hearing would be held.

Easy-to-understand leases

Landlords of most private residential rental units – from individuals to property management companies – must use the standard lease template, for all new leases.

The standard lease does not apply to care homes, sites in mobile home parks and land lease communities, most social and supportive housing, certain other special tenancies and co-operative housing.

It is written in easy-to-understand language and includes information such as:

- the rent amount and when it's due
- what's included in the rent (for example, air conditioning or parking)
- rules or terms about the rental unit or building (for example, no smoking)

It also has a section on renter and landlord rights and responsibilities, and explains what can (and cannot) be included in a lease. For example:

- who's responsible for maintenance and repairs
- when your landlord can enter your unit
- that landlords can't ban guests or pets

Get the standard lease (<https://forms.mgcs.gov.on.ca/en/dataset/047-2229>)

If you are entitled to a standard lease but didn't get one, ask your landlord in writing for a copy. Once you request it, they must give it to you within 21 calendar days. If they don't, you can withhold **one month's** rent.

If you still haven't received a standard lease 30 calendar days after you withheld one month's rent, you can keep the withheld rent.

Please note, **you cannot withhold more than one month's rent** and you must continue paying your rent for the term of your lease, even if your landlord never gives you the standard lease. However, if a standard lease is not provided, special rules allow you to end your fixed-term lease early.

Learn more about the standard lease (<https://www.ontario.ca/page/guide-ontarios-standard-lease>).

Where to get help

The Landlord and Tenant Board (LTB) is the tribunal with the authority to resolve disagreements between landlords and tenants and can provide you with information about your rights and responsibilities under the *Residential Tenancies Act, 2006*.

Contact the LTB (<https://tribunalsontario.ca/ltb/contact/>) online or by telephone (toll free at 1-888-332-3234 Monday to Friday from 8:30 a.m. to 5:00 p.m.).

You can also use their free online search tool, Navigate Tribunals Ontario (<https://tribunalsontario.ca/ltb/navigate-tribunals-ontario/>), to receive helpful information and resources.

Landlords and tenants who have a disagreement related to offences under the *Residential Tenancies Act* can work with the Rental Housing Enforcement Unit (<https://www.ontario.ca/page/rental-housing-offences>) to solve the problem. Learn more about rental housing offences and how to solve a disagreement with your landlord or tenant (<https://www.ontario.ca/page/solve-disagreement-your-landlord-or-tenant>).

We encourage you to seek legal advice to assess your options. Community clinics provide free or low-cost information, legal advice and representation. You can find a community legal aid clinic in your area by contacting Legal Aid Ontario's Client Service Centre by phone at 1-800-668-8258, or by searching their online directory (<http://www.legalaid.on.ca/legal-clinics/>).

Related

Guide to Ontario's standard lease (<https://www.ontario.ca/page/guide-ontarios-standard-lease>)

Housing in Ontario (<https://www.ontario.ca/page/affordable-housing-ontario>)

Solve a disagreement with your landlord or tenant (<https://www.ontario.ca/page/solve-disagreement-your-landlord-or-tenant>)

Updated: November 19, 2025

Published: February 05, 2018