

Here's what you need to know if your landlord is trying to evict you

The City of Toronto's
Eviction Prevention Handbook



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Disclaimer

The information contained in this document is for general information purposes only and does not constitute legal or other professional advice or an opinion of any kind. Individuals should contact a lawyer, paralegal or legal clinic to discuss their specific legal issues. The information included in this document is current as of its original date of publication, but should not be relied upon as timely as the law is changing. The City of Toronto is not liable for any damages arising out of your use or reliance on any content.

About the Handbook

This handbook is an overview intended to help tenants navigate the general eviction process. For more information, visit www.stepstojustice.ca and the Landlord and Tenant Board of Ontario. The Federation of Metro Tenants' Associations (FMTA) has a free legal advice hotline that can answer specific questions about your rights or options if you're in Toronto. Call 416-921-9494 or learn more at: <https://www.torontotenants.org/about>. Pro Bono Ontario also has a free legal advice hotline for people in Ontario that gives up to 30 minutes of free legal advice and help. The toll-free number is 1-855-255-7256 or learn more at: <https://www.probonoontario.org/hotline/>.

This resource may be most useful for guiding you through the evictions process and what to look out for, should you find yourself in cases where you follow the rules and the landlord still tries to evict you. Good practice is to know your rights and responsibilities as defined in the Residential Tenancies Act (RTA). You can get a copy of the RTA by contacting the Landlord and Tenant Board in the resources section of this booklet.

This is the first version of an ongoing piece of work and we'd be happy to have your input/participation in it. The more feedback we get about it, the more it gets better. Please email cxi@toronto.ca if you require this toolkit in a different language.

We thank the many tenants and tenants' associations who have helped us develop this book for their continued engagement with us as well as the multiple Divisions, individuals and community organizations who have already given us feedback.

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Know your rights



Landlords **are required** to give official notices of eviction under the Residential Tenancies Act

Until a landlord issues you an official Notice of Eviction, the eviction process **does not** begin.

If a landlord verbally asks you to leave or writes you an email or note asking you to leave, this **does not** begin the formal eviction process.

If you receive an official eviction notice, you **do not** have to move out right away. This is simply the **first step** in the eviction process.

Official Notice of Eviction

EXCEPTIONS

If you share a kitchen or a bathroom with your landlord or a member of the landlord's immediate family, **you are not** protected by the Residential Tenancies Act. In this situation, the landlord does not need to follow the legal eviction process. They may ask you to leave at any time. In a situation like this, you should immediately reach out to a [legal clinic](#) for assistance.

Notice To End a Tenancy Early For Non-payment of Rent
Form N4

To: (Tenant's name) From: (Landlord's name)

This is a legal notice that could lead to you being evicted from your home.

Address of the Rental Unit:
Street Number Street Name
Street Type (e.g. Street, Avenue, Road) Direction (e.g. East) Unit/Apt. Suite
Municipality (city, town, etc.) Province Postal Code

This information is from your landlord:
I am giving you this notice because I believe you owe me \$ [] [] [] [] in rent.
See the table on the next page for the details about how I calculated this amount.
I can apply to the Landlord and Tenant Board to have you evicted if you do not:
• pay this amount* by [] / [] / [] This date is called the termination date.
or
• move out by the termination date
* If another rent payment comes due on or before the date you make the above payment to your landlord, you must also pay this extra amount.

WHAT YOU NEED TO KNOW
The following information is provided by the Landlord and Tenant Board

The termination date
• 14 days after the landlord gives you the notice, if you rent by the month or year, or
• 7 days after the landlord gives you the notice, if you rent by the day or week.

What if you agree with the notice
If you agree that you owe the amount that the landlord is claiming, you should pay this amount by the termination date in this notice. If you do so, this notice becomes void and the landlord cannot apply to the Board to evict you. If you do not pay the amount owing, and the landlord applies to the Board to evict you, you will likely have to pay the landlord's filing fee of \$170.00, plus what you owe.

What if you disagree with the notice
If you move out by the date in this notice, your tenancy will end on the termination date. However, you may still owe money to your landlord. Your landlord will not be able to apply to the Board but they may still take you to Court for this money.
If you disagree with what the landlord has put in this notice, you do not have to move out. You could talk to your landlord. You may also want to get legal advice. If you cannot work things out, and the landlord applies to the Board, you will be able to go to a hearing and explain why you disagree.

Version: 10/2020 This form has been approved by the Landlord and Tenant Board Page 1 of 2 10101

This is what an **Official Notice of Eviction** looks like



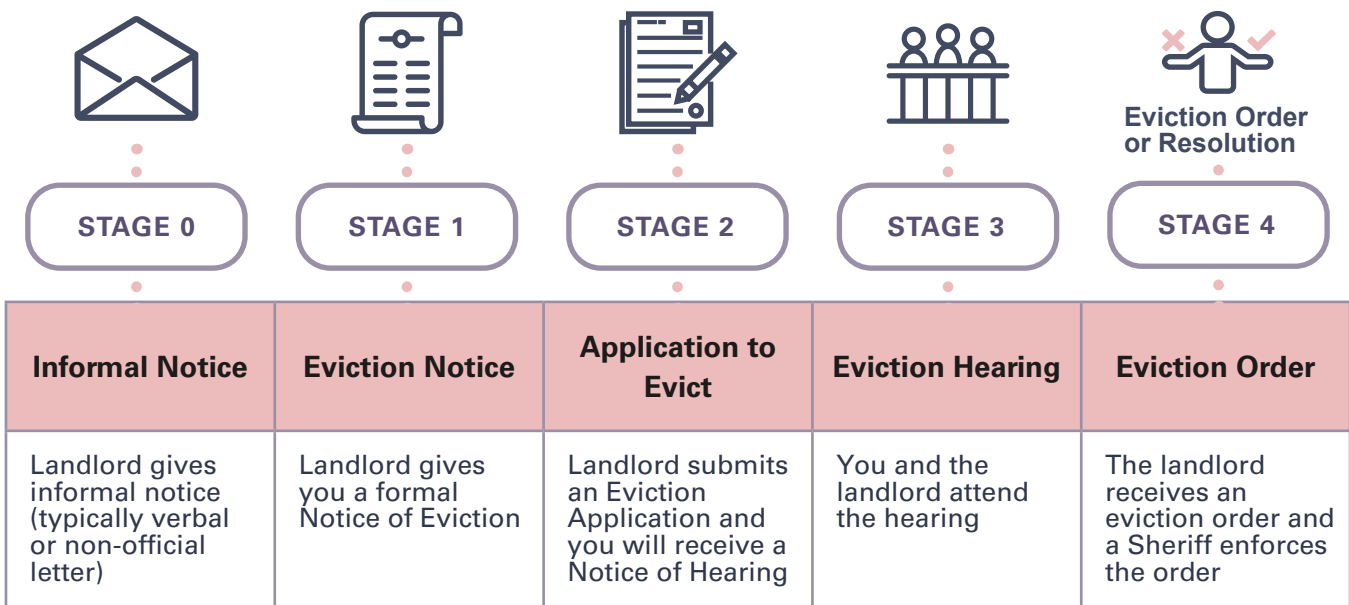
Identify where you are in the eviction process

If you start having issues with your landlord or rental property, try to resolve it before an eviction process starts.

An eviction is a formal procedure that is managed by the Landlord and Tenant Board (LTB) of Ontario. Every landlord must follow a series of steps to legally evict a tenant. This handbook refers to these steps as the stages, which are outlined below.

If you have not sought legal advice at this point, you should do so as soon as possible.

How an Eviction Works



Reasons for eviction recognized under the Residential Tenancies Act

- Arrears of rent
 - Persistent late payment
 - Damage
 - Substantial interference with reasonable enjoyment of the unit
 - Impairing safety
 - Overcrowding
 - Illegal Act
 - Misrepresentation of income (if tenant pays Rent-Geared-to-Income)
 - **Landlord's own use**
 - **Purchaser's own use**
 - **Demolition, renovation or conversion**
- No-fault Evictions

These are the most common reasons set out by the Residential Tenancies Act

Identify actions you can take at each step in the eviction process

STAGE 0



INFORMAL NOTICE

Landlords do not always apply to the Landlord and Tenant Board. Some give only a verbal notice or a letter claiming that you need to move out. This does not mean that you have to move out at this stage.

Other landlords may reach out by letter, phone or in person to inform you about problems that could lead to an eviction to try and resolve the issue – this is not a formal eviction notice.

If a tenant has received an informal letter asking them to move out or received a Notice to End Tenancy form from their landlord, this is not an eviction and it does not mean they will have to move out. The landlord cannot change a tenants' locks or tell them to leave. Tenants can fight the eviction if they think their landlord does not have a valid reason for issuing the eviction notice.

What it is: Informal notice – anything other than a formal notice from The Landlord and Tenant Board, such as: an email, letter, a verbal notice from your landlord.

Upon news of an impending eviction, you do not need to move out. There are many steps you can take to help keep staying housed at this point.



DO find out what tenants rights are online, seek legal advice from a legal clinic. Tenants can also talk to tenants in the same building to organize.

A tenant **DOES NOT** have to move out.

ACTIONS YOU CAN TAKE

- Document the communications
- Contact a legal clinic (see page 25)
- Check if the notice is illegitimate and informal (see Checklist in resources section)
- Find out what your rights are
- Seek legal advice
- Talk to tenants in the same building to organize
- Contact Ontario's Rental Housing Enforcement Unit

STAGE 1



EVICITION NOTICE

If your landlord gives you a formal Notice of Eviction this **does not mean** that you are evicted. Unfortunately, a lot of tenants just leave at this stage because they are not aware of the process.

According to the Residential Tenancies Act, your landlord must serve an **official notice of eviction**, which is called an N form. These come in the form of **N4, N5, N6, N7, N8, N12, or N13** and correspond to valid reasons to evict. See page 5 for the valid reasons. These are the most common reasons are set out in the Residential Tenancies Act.



This means the landlord is notifying you of their plans to evict you. This does **NOT** mean you have to move out.

ACTIONS YOU CAN TAKE

Check the box and write down the date of contact to help you keep track of what you've completed:

- | | |
|---|---|
| <input type="checkbox"/> Date: _____
Note the dates and deadlines in the eviction notice (to check if the notice is valid, refer to the checklist on page 16) and contact a legal clinic to find out more information | <input type="checkbox"/> Date: _____
Speak to your neighbours to see if they have similar problems and can therefore communicate to the landlord as a group |
| <input type="checkbox"/> Date: _____
Contact a legal clinic (see page 25) | <input type="checkbox"/> Date: _____
Speak to your Tenant Association |
| <input type="checkbox"/> Date: _____
Speak to your landlord (for tips on what to say, see the template letter on page 22) | <input type="checkbox"/> Date: _____
Speak to a Housing Help Centre (list of resources on page 23) |
| | <input type="checkbox"/> Date: _____
Find rent assistance (see page 23) |

STAGE 2



APPLICATION TO EVICT

If your Landlord submits an Application to Evict to the Landlord and Tenant Board also known as the L form, you will receive a notice of hearing by mail. This is when you should start preparing to attend the hearing.



This means the landlord has applied to the Landlord and Tenant Board to evict you.

This does **NOT** mean you have to move out.

CHECKLIST OF THINGS FOR AN EVICTION HEARING

- Make an arrangement with your landlord to resolve the issues
- Call the Landlord and Tenant Board (contact information in page 25) to check if there is a hearing scheduled, if you have not received Notice of Hearing in a reasonable time
- Contact a legal clinic to find a lawyer or get a paralegal to represent you
- Plan your defence
- Before the date of hearing stage, the tenant can pay off all arrears, get a receipt of full payment and request the Landlord to cancel the application. Landlords will in most cases withdraw the application, if tenant has settled the amount owed.
- Document your evidence e.g. Landlord communications, the state of maintenance and repairs, complaints to the City
- Get witnesses
- Book time off work
- Find a babysitter or have someone cover your shift
- Find legal aid clinic/legal representative
- Contact the Tenant Duty Counsel at the Landlord and Tenant Board if you cannot otherwise find legal counsel

STAGE 3



EVICTION HEARING

You should attend the eviction hearing in person or make plans to have legal representation attend the hearing on your behalf. It is important to attend so that you can dispute the landlord's claims against you. If you do not attend, the landlord's case goes unanswered and there is a high likelihood you will be evicted.

Go to the hearing!

How COVID-19 has Affected Landlord and Tenant Board Hearings

Hearings are currently hosted through video and teleconference, although they may return to in-person hearings in the future. If you are attending a hearing through teleconference, be sure to have a phone with enough minutes, and somewhere quiet to talk. If you attend by video conference, have a laptop with good Internet connection and a camera.

This means that you can defend yourself from the eviction.



This does **NOT** mean you have to move out.

ACTIONS YOU CAN TAKE

- Be on time for the hearing
- Wait for your case to be heard
- Present your case including all your evidence to the judge
- Listen to the advice of your lawyer

STAGE 4



EVICTIION ORDER

At this stage, the tenant receives an order from the Landlord and Tenant Board to move out.

What you can do once you get an order:

a) **File Request to Review Order**

If a tenant disagrees with the outcome of a hearing they may file a Request to Review with The Landlord and Tenant Board within 30 days of the order being issued. There is a \$50 fee to file a request for review.

If a tenant believes there was a mistake in how the Residential Tenancy Act was applied to their case, they may file an Appeal at Division Court.

Note: appeals are uncommon.

b) **File Motion to Stay Order**

Landlord receives an eviction order. If the tenant does not leave or void the order by the termination date the landlord can ask the Sheriff to evict the tenant.

If you receive an order from the Landlord and Tenant Board, make plans for alternate accommodation immediately. Contact a Housing Help Centre near you (on page 23) for resources on making alternate accommodation and for moving.

Ben's Eviction Prevention Story

Ben moved to Toronto in 2003 at a time when places to live in Toronto were more affordable than they are today. *"Back then you could move around easily and still find a place that wasn't too expensive, so losing an affordable apartment wasn't as catastrophic as it is now."*

The first building that he was evicted from was demolished. *"This is part of the thing with an eviction notice - you often don't even know your rights. They are going to tear this down for condos and I think I have to leave right away so I left right away."*



On a third occasion, Ben received an **N12** (Notice to End your Tenancy Because the Landlord, a Purchaser or a Family Member Requires the Rental Unit). He was told someone wanted to buy the building and move into his unit, but this time he decided not to move, and, instead, go to the Tribunal at the Landlord and Tenant Board (LTB). At the LTB, the Tenant Duty Counsel advised Ben to ask for an adjournment so that he would have time to prepare his case. This was the first time that Ben spoke with legal counsel regarding his rights as a tenant. However, before the case was heard, the landlord made him a deal and offered cash to have Ben move out. *"The place was never sold. Knowing what I know today, I would have never moved out. I would have stayed there forever. I was paying \$850 for a 3 bedroom."*

At his current residence, and facing yet another eviction, Ben has been able to fight off an **N13** (Notice to End your Tenancy Because the Landlord Wants to Demolish the Rental Unit, Repair it or Convert it to Another Use). “My advice to anyone facing eviction is simple, these are the 4 pillars, like the 4 legs of a chair you need to stand on. It doesn’t matter what the eviction is for, it’s essential to follow these steps.”:



1. **Be informed** of your rights and responsibilities before signing anything. Seek information from reliable sources such as those listed in the Organizations that Can Help section on page 23.



2. **Do not move out** unless your landlord has an eviction order from the Landlord and Tenant Board. Meanwhile, **continue** to pay rent and make amends if possible.



3. **Get in touch** with local and grassroots community organizations and tenant centres.



4. **Seek legal advice** from a lawyer or legal aid clinic if possible. You might get free legal advice or be eligible for legal aid.



“I also tell people to talk to their neighbours and friends. Fighting an eviction can be a very difficult thing to go through alone. Whether it’s for extra financial support or just emotional support, you should get in touch with people around you.”



How recent changes to the Residential Tenancies Act, 2006 affect you as a Tenant

Here is what you need to know about recent changes to the Residential Tenancies Act (RTA) that impact the eviction process. Contact ACTO (page 24) if you have any questions about the RTA.



Change #1: Fast-tracked Eviction Orders for Missed Rent Repayment

Rent repayment agreements can now include a condition that, if selected, allows the landlord to seek an eviction order without providing notice to the tenant and without a hearing at the LTB. This speeds up the eviction process in cases where rent repayments fall behind by even just 30 days.

Advice for Tenants

You have the right to present your own repayment plan to the landlord that is realistic for your situation. If you are offered repayment plans by your landlord, you should read it carefully and seek advice from your legal clinic or Tenant Duty Counsel. You must carefully read and understand every term and its effect on your rent situation. You do not have to sign a repayment agreement that you do not understand or cannot afford. If you and your landlord cannot agree on a fair repayment plan, the matter will be presented to the LTB. The legal decision maker will consider whether your landlord offered you a fair repayment plan, so you should prepare to explain why you felt this was not a fair or acceptable offer.

continued on the next page...

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Change #2: Tenants Must Notify Landlord of Repair and Maintenance Defence Prior to Arrears Eviction Hearing

Tenants often raise repair and maintenance issues at eviction hearings to justify falling behind on rent. The recent changes to the RTA now require tenants to provide advance written notice to their landlord to inform them of the tenant issues they plan to raise at the hearing. If the tenant does not do this, the LTB can prevent the tenant from presenting their repair and maintenance argument at the eviction hearing, which can impact the amount of rent the tenant has to pay back to the landlord. If this happens, the tenant would have to file their own tenant application against the landlord in order to raise these issues at a separate hearing.

Advice for Tenants

Consider seeking advice or information from an eviction prevention resource about how to properly raise issues at an eviction hearing. Take early and immediate steps as far in advance of your hearing as possible to get information and advice, and keep a record of everything related to issues you might want to raise at your hearing, with as much detail as possible. Include dates, explain events and communication with your landlord. Contact ACTO (page 24) if you have any questions about the RTA.

The LTB will require you to explain why you did not provide your landlord with written notice listing the repair and maintenance issues prior to the hearing. If the LTB prevents you from raising your arguments at your eviction hearing, you will have to file your own tenant application against the landlord if you want to raise these issues at a separate hearing. Because of this, it is extremely important that you do not forget to inform your landlord of the repair and maintenance issues you plan to raise at the hearing.

Change #3: Illegal Rent Increases Become Legal After 12 Months

Illegal rent increases become legal if the tenant pays the illegal rent increase amount each month for 12 continuous months and does not go to the LTB to challenge the illegal rent increase.

Advice for Tenants

You should carefully read your Notice of Rent Increase (N1 form). The landlord must give tenants 90 days notice before the rent increase begins. If you live in a rent regulated unit, look up the annual rent guideline and confirm if the landlord calculated the rent increase correctly. If the notice is incorrect, you do not have to pay the increase. If you discover an error after starting to pay the new rent amount, you can submit an application to the LTB to have the money returned. Visit the ACTO website (page 24) for more information.

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Change #4: Increased Compensation, Disclosure and Fines for No-fault Evictions

It is now a requirement for landlords to give their tenant one month's rent when serving their tenant with a no-fault eviction notice (repairs, renovation, own use, etc). Tenants now have two years to file a complaint with the LTB for bad faith compensation (if renovations or demolition was not carried out, or if the tenant indicated their intent to move back in and the landlord let someone else move in instead, etc). The compensation that tenants could receive as a result of a bad faith eviction has increased ("general compensation" and "rent differential"), in addition to the doubling of fines for landlords found guilty of acting in bad faith.

Advice for Tenants

If the reason your landlord gives for an eviction is defined as a no-fault eviction (i.e., renovation, demolition of less than five units, landlord/purchaser's personal reason), you are entitled to receive one month rent compensation, which the landlord must pay before the eviction date. If these requirements are not met the notice is no longer valid.

If you would like to move back into your units after renovations, be sure to indicate to your landlord - in writing - and follow through based on the timeline of the repairs. Get legal or administrative support to document your concerns in writing if you need it.

Change #5: Third-Party LTB Mediation between Landlords and Tenants

Previously, landlord rent arrear issues could be settled by a formal mediation facilitated by a third-party LTB member (if both parties agreed to a mediated process instead of a hearing). Alternatively, parties would bring the matter to a LTB member at a hearing where tenants would be able to explain their situation. Bill 184 changed the requirement to have a formal mediation or a hearing with LTB facilitation. The updated rule says that an agreement can be signed by the landlord and the tenant independently, without LTB facilitation. This allows tenants and landlords to make agreements without LTB guidance and decision-making.

Instead of a formal mediation option, parties can choose to do an informal mediation called an "alternative dispute resolution" where no legal representation is present.

Advice for Tenants

You should seek advice and information from eviction prevention resources, such as CERA, legal clinics, and/or tenant duty counsel if you have an upcoming eviction hearing (see pages 23 to 25 of the handbook). It is important to understand the differences between a formal eviction hearing, a formal mediation, or an informal alternative dispute resolution. You should tell the LTB member and request a hearing if you do not want to participate in a formal mediation or informal alternative dispute resolution. Keep in mind that there is a chance your request may not be approved by the LTB.



Resources

Checklist for Illegitimate Eviction Notice

Here is a checklist on what to look for to verify whether or not a notice you received is valid.

Illegitimate eviction notices often include ones that are not official Landlord and Tenant Board Notices or notices with informal dates, or notice for informal reasons. See **Stage 0** on page 6 for more information.

If you are unsure of whether or not your eviction notice is illegitimate, contact your nearest legal aid clinic (contact information in Organizations that Can Help on page 23).

Checklist for Illegitimate Eviction Notice

In order to be effective, a notice to end a tenancy must:

- Be in the form of a notice from the Landlord and Tenant Board
- Have a name that starts with **Notice to End Your Tenancy**. It may have one of these numbers at the top: N4, N5, N6, N7, N8, N12, or N13
- Tell me the date the landlord wants you to move
- Indicate the reason the landlord wants you to leave
- Indicate details about the reason
- Give you enough time to move out, depending on the reason for eviction. Check with ACTO or your local legal clinic to see what is enough time
- Have a legitimate reason and one made in good faith

If the notice does not comply with all of the terms stated above, the eviction notice is illegitimate and unenforceable.

Resources

LTB Payment Agreement Plan

This is a payment agreement plan from the Landlord and Tenant Board that you and your landlord will need to sign to make a legal document. Make sure that the plan is realistic for your circumstances and with terms you are confident you can meet on your income. Please also read page 13 to learn about recent changes to the RTA that impact repayment agreements.

Important information about the Payment Agreement

A landlord and tenant can use this form when the landlord has filed an L1 application (*Application to Evict a Tenant for Non-payment of Rent and to Collect Rent the Tenant Owes*), or an L9 application (*Application to Collect Rent the Tenant Owes*).

Read this information over carefully before filling out or signing the attached Payment Agreement form.

You may want to get legal advice first. Once the Payment Agreement is signed by the landlord and tenant, it is a legal contract.

You do not have to sign this Agreement if you do not agree with all of the terms. If the landlord and tenant do not reach an agreement on all the terms (including what happens when a payment is missed) the Landlord and Tenant Board (the Board) will hold a hearing and a Board Member will issue an order.

A Payment Agreement can include:

- the amount of rent that the tenant owes the landlord to the end of the current rent period, as of the date this Agreement is signed,
- any NSF bank charges and related administration charges that the tenant owes the landlord,
- the fee that the landlord paid to file the application,
- any new rent that will come due during the period covered by the Agreement (for L1 Applications only), and
- an agreement that the landlord can apply for an eviction order without notice to the tenant and without a hearing being held if the tenant misses or is late with a payment (for L1 Applications only).

A Payment Agreement cannot:

- agree to end the tenancy or evict the tenant,
- include any repayment of any non-rent arrears except those listed above
- **be used where the landlord has combined a rent arrears application with another type of application. It can only be used for rent arrears applications (L1 and L9 applications).**

Give the Board the completed form right away:

This form should be sent to the local LTB Regional Office by email as soon as it is completed and signed by the landlord and tenant. If the form is given to the Board close to the hearing date the Board may not have time to issue an order before the hearing. If this happens, the hearing will go ahead and you should attend the hearing.

Filing this form with the Board:

Once all parties have signed this form it must be filed with the Board. You can file a copy of the agreement with the Board by emailing, or mailing, to the local LTB Regional Office.

What happens after this form is filed with the Board:

The Board will decide whether to make a "consent order" based on the Agreement. If a consent order is issued the hearing will be cancelled.

If the Board does **not** issue a consent order, the hearing will take place as scheduled (or a hearing will be scheduled). If a hearing is held it is important that all parties attend the hearing. If you do not go to a hearing, the Board will hold a hearing without you. For information about your hearing, see the Notice of Hearing.

Important: If you do not receive an order from the Board before your hearing date, you should contact the Board to find out if the hearing has been cancelled.

What happens after the Board makes a consent order:

The landlord or tenant can ask the Board to **re-open the application within 30 days** after the Board made the consent order, if they believe that the other party:

- forced them to enter into the agreement, or
- gave them false or misleading information on purpose that had a "material effect" on this Agreement and on the order.

If an application is re-opened, there will be a hearing and the Board will decide if the order should be changed.

What happens if the Tenant does not meet the repayment terms?

For L1 and L9 Applications:

If the Board issues a consent order based on this Agreement and the landlord claims that the tenant has failed to make a payment in full and on time, the landlord can ask the Board to re-open the application and hold a hearing. This request must be made by the landlord within 30 days of the tenant's failure to make a payment in full and on time.

Option for L1 Applications only:

If the landlord and tenant agree, the consent order will include a term that allows the landlord to ask the Board to issue an eviction order if the tenant fails to make a payment in full and on time. The new (L4) application must be made by the landlord within 30 days of the tenant's failure to make a payment in full and on time. The Board does not charge a filing fee for this type of application.

Important note to tenants:

If you agree to this option, the landlord does not have to tell you before they file the new application for termination of your tenancy and eviction. If the Board accepts the landlord's application, it will send an eviction order to both parties without hearing from you.

If you receive an eviction order without a hearing, you can file a motion to set aside the order within 10 days of the date the order was made, to request a hearing to challenge the eviction.



File Number

Payment Agreement to settle based on:

- an L1 Application (an Application to Evict a Tenant for Non-payment of Rent and to Collect Rent the Tenant Owes), or
- an L9 Application (an Application to Collect Rent the Tenant Owes)

Landlord(s):	Tenant(s):
Address of the Rental Unit:	

The terms "landlord" and "tenant" will be used in this Agreement to include everyone listed above.

The landlord and the tenant agree to the following repayment plan to settle the landlord's application.

1. Amount to be paid by tenant:

\$ Rent up to this date: / / /
dd/mm/yyyy

\$ NSF bank and administration charges (optional)
Note: \$20.00 maximum administration charge per cheque

\$ Fee the landlord paid to file the application (optional)

\$ Total amount to be paid

2. Payment Amounts and dates:

The tenant agrees to pay the landlord the amount in section 1 above, as follows. (There is no restriction on the number of payments you can agree to. Attach a separate sheet if more payments are needed.)

	Amount to be paid	Due date (dd/mm/yyyy)
1.	\$ <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/> / <input type="text"/>
2.	\$ <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/> / <input type="text"/>
3.	\$ <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/> / <input type="text"/>
4.	\$ <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/> / <input type="text"/>
5.	\$ <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/> / <input type="text"/>
6.	\$ <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/> / <input type="text"/>
7.	\$ <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/> / <input type="text"/>
8.	\$ <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/> / <input type="text"/>
9.	\$ <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/> / <input type="text"/>
10.	\$ <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/> / <input type="text"/>
11.	\$ <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/> / <input type="text"/>
12.	\$ <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/> / <input type="text"/>

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Resources

Repayment plan for arrears worksheet (ACTO)

This worksheet can help you to get ready to talk to your landlord about a payment plan or to speak about one at your hearing. Fill in your answers below.

If you need help paying rent, find rent assistance resources and programs on page 23.

My monthly rent is \$ _____

The amount of rent I owe up to today is \$ _____

Plus the landlord's application fee (\$201, \$186 for e-file) + \$ _____

The total I owe is = \$

- I got behind in rent because...

- I want to stay at my home and should not be evicted because (*Some reasons may include: medical reasons, children or elderly people, disability, financial hardship*)...

- I will be able to pay the rent in the future and make extra payments to pay back what I owe because...

- I need _____ months to pay back what I owe.
- I can pay my regular month's rent of \$ _____ on the date my rent is due each month.
- I can also pay \$ _____ more every month to pay off what I owe. I will pay this extra amount on these dates:

This worksheet has been prepared by the Tenant Duty Counsel Program and funded by Legal Aid Ontario.

Resources

Template Letter: Right of First Refusal for Repairs or Renovations

Here is a template letter to make sure you know for what to say to your landlord if you receive an illegitimate eviction notice for repairs or renovations. Use this template as a guide to write your own.



Please note that this is a template only and is not providing legal advice and any communications is between you and your landlord only.

<Insert Date>

Dear *<Insert Your Landlord's Name>*,

On *<Insert date you received your eviction notice>*, I received an N13 (Notice to End your Tenancy Because the Landlord Wants to Demolish the Rental Unit, Repair it or Convert it to Another Use) notice from you asking me to move out.

I have the right to move back into the unit once you have completed the repairs or renovations. Please consider this as my written notice telling you I want to move back in. As well, I am giving you of my address and contact information: _____

Consequences of this not happening include taking this to the Landlord and Tenant Board where our cases will be heard.

[Signature]

Tenant's Name: *<Insert Your Name>*

Ask organizations for help

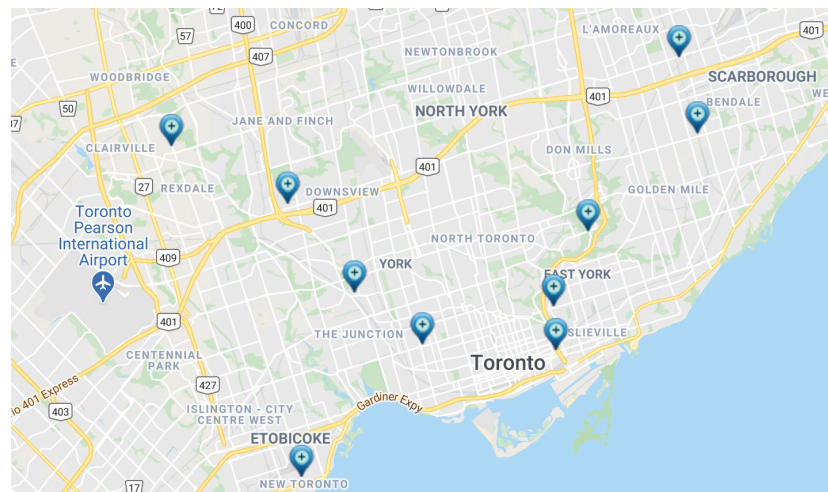
Rental Help Programs and Organizations Funded by City of Toronto

Housing Help Centre

toronto.ca/community-people/housing-shelter/homeless-help/#housing

Housing Help Centres are non-profit agencies that help people find and keep housing and avoid eviction.

- **East York Housing Help Centre** (East York East Toronto Family Resources)
416-698-9306 • 1350 Danforth Ave Toronto ON M4J 1M9
- **Flemingdon Park Housing Help Centre** (The Neighbourhood Organization (TNO))
416-424-2900 • 10 Gateway Blvd Toronto ON M3C 3A1
- **Scarborough Housing Help Centre**
416-285-8070 • 2500 Lawrence Ave E Toronto ON M1P 2R7
- **Housing Help Program** (Agincourt Community Services Association (ACSA))
416-321-6912 x 235, 236 • 4155 Sheppard Ave E Ste 100 Toronto ON M1S 1T4
- **Neighbourhood Information Post**
416-924-2543 • 269 Gerrard St E, Toronto, ON M5A 2G3
- **North Etobicoke Housing Help Centre** (Albion Neighbourhood Services)
416-740-3704 • 21 Panorama Crt, Ste 14 Toronto ON M9V 4E3
- **North York Housing Help Centre** (COSTI Immigrant Services)
416-244-0480 • 1700 Wilson Ave, Ste 114 Toronto ON M3L 1A3
- **South Etobicoke Housing Help Centre** (Albion Neighbourhood Services)
416-252-5990 • 185 Fifth St Toronto ON M8V 2Z5
- **West Toronto Housing Help Services** (West Toronto Community Legal Services)
416-531-0841 • 1032 Bloor St W Toronto ON M6R 1M2
- **WoodGreen Housing Help Centre** (WoodGreen Community Services)
416-645-6000 x 1891 • 650 Queen St E Toronto ON M4M 1G5
- **York Housing Help Program** (Unison Health and Community Services)
416-653-5400 x 1306 • 1651 Keele St Toronto ON M6M 3W2



Federation of Metro Tenants' Associations (FMTA)

416-921-9494 • torontotenants.org

A non-profit organization which advocates for better rights for tenants.

Centre for Equality Rights in Accommodation (CERA)

1-800-263-1139 • cera@equalityrights.org • equalityrights.org

CERA provides legal information about eviction prevention to tenants over the phone and email.

Toronto Rent Bank (TRB)

416-397-RENT (7368) • torontorentbank.ca

The Toronto Rent Bank provides interest-free loans to Toronto residents who are behind in their rent or need to move to more suitable housing. **In response to COVID-19 pressures the Rent Bank will be piloting a one-year grant program from April 1 2021 – March 31, 2022.** The Program is offered by Neighbourhood Information Post and funded by the City of Toronto.

Advocacy Centre for Tenants Ontario (ACTO)

acto.ca/for-tenants/tip-sheets/

Specialty community legal clinic with a provincial mandate to advance and protect the interests of low-income tenants. Specialize in housing issues related to tenants in Ontario.

City of Toronto- Operated Programs and Services

3-1-1

Call 3-1-1 (*Available 24 hours a day, 7 days a week*)

311 provides residents, businesses and visitors with easy access to non-emergency City services, programs and information. 311 can offer assistance in more than 180 languages.

Eviction Prevention in The Community (EPIC)

toronto.ca/community-people/housing-shelter/rental-housing-tenant-information/understand-fight-evictions

The EPIC program assists low-income and vulnerable households facing imminent risk of eviction by offering wrap around case management services to prevent loss of housing and avert homelessness. The EPIC program receives service requests by referral from tenant points of contact (i.e., housing and/or financial support providers).

Housing Stabilization Fund (HSF)

toronto.ca/community-people/employment-social-support/housing-support/financial-support-for-renters/housing-stabilization-fund

A Fund to provide money for emergency housing needs to people receiving financial assistance through Ontario Works or income support through the Ontario Disability Support Program (ODSP).

**Provincially
Funded
Programs and
Organizations**

Landlord and Tenant Board (LTB)

tribunalsontario.ca/ltb • 1-888-332-3234 (Available Monday to Friday from 8:30 a.m. to 5:00 p.m.; Wait times to speak to an agent are currently in excess of 45 minutes and are highest on Mondays, the first business day of the month, and from 11:00 am to 1:00 pm.)

The Landlord and Tenant Board (LTB) provides information about its practices and procedures and the rights and responsibilities of landlords and tenants under the Residential Tenancies Act. Copies of notices and applications of eviction are available at the board. The LTB also resolves disputes between residential landlords and tenants, and eviction applications filed by non-profit housing co-operatives.

Legal Clinics

Call 3-1-1 to find a local legal clinic

Legal aid clinics are funded by Legal Aid Ontario and offer a variety of legal services to low income residents who live in the neighbourhood in which the clinic is located and who qualify financially. Even if you don't qualify financially to get legal advice or legal representation from the clinics, they may be able to give you information about your situation that is helpful.

Tenant Duty Counsel

1-800-668-8258 • legalaid.on.ca/legal-clinics

The Tenant Duty Counsel Program (TDCP) is a program of ACTO, funded by Legal Aid Ontario. They fund 30 legal clinics across the province to provide TDCP services – a walk-in service available at locations across Ontario where the Landlord and Tenant Board hold their hearings.

Low-Income Energy Assistance Program (LEAP)

oeb.ca/rates-and-your-bill/help-low-income-consumers/low-income-energy-assistance-program

Low-Income Energy Assistance Program (LEAP) is a year-round program to assist low income customers with their bill payments and electricity costs. LEAP is a grant program that provides emergency relief to eligible low-income households who meet the eligibility criteria.

Neighbourhood Information Post

416-924-2543 • nipost.org/leap

Neighbourhood Information Post's services focus on homelessness prevention, housing & financial stabilization, community animation & engagement, and meaningful social connection.

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Space for notes:



