



CAO Condo Tenants' Guide



**Condominium
Authority of
Ontario**

www.condoauthorityontario.ca

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Have a Question?

If you have a question about any of the information in this Guide, please contact us. We have a team available to answer any questions you may have.

This guide may be updated from time to time. You can access the most up-to-date version on the CAO website.

Disclaimer:

The purpose of this guide is to provide information about the rights and responsibilities of individuals renting residential condominium units. The information found in this guide should not be interpreted as legal advice.

Date: April 11, 2024

Part 1: Renting a Condominium Unit

1.1 Before you rent a condominium unit

Before you decide to rent a condominium unit, it is important that you have a clear understanding of how renting a condominium unit is different from renting other types of property.

Being a tenant of a condominium unit means you will have rights and responsibilities under two different laws (both of which are discussed in more detail below):

1. [*The Condominium Act, 1998*](#)

- This law sets out the rights and responsibilities of condo unit owners, residents, and condominium corporations.

2. [*The Residential Tenancies Act, 2006*](#)

- This law sets out the rights and responsibilities of landlords and tenants.

Throughout this guide, you will find information about the rights and responsibilities common to all tenants in Ontario, and additional considerations for those thinking about renting a condominium unit. You can use this guide to help you understand how renting a condominium unit is unique and can help you decide whether renting a condominium unit is right for you.

1.2 *The Condominium Act, 1988*

The [*Condominium Act, 1998*](#) (the “Condo Act”) is provincial legislation that sets out what condominium corporations are, how they operate, and the rights and responsibilities of owners, condominium corporations, and the condominium corporation’s board of directors. The Condo Act applies to all condo owners and to all condominium corporations in Ontario.

1.3 The Role of the Condominium Authority of Ontario

The Condo Act also sets out the role of the [Condominium Authority of Ontario](#) (CAO). The CAO supports condominium living by providing services and resources for condo owners, residents and boards. These include:

- Easy-to-use information to help owners and residents understand their rights and responsibilities.

- Mandatory training for condo directors.
- Resources to help condo owners and residents resolve common issues.
- The [Condominium Authority Tribunal \(CAT\)](#) which helps to resolve certain types of condominium-related disputes.

1.4 The Role of the Condominium Authority Tribunal

The CAT is an online tribunal dedicated to resolving condo-related disputes. The CAT is part of the CAO.

Under the Condo Act, condominium corporations and owners can file an application against a unit owner and/or a tenant if they contravene the parts of the condominium corporation's governing documents that govern:

- Pets
- Parking and Storage
- Vehicles
- Indemnification and compensation related to the above topics.

As of January 1, 2022, condominium corporations and owners can file an application against a unit owner and/or a tenant if they are causing a nuisance, annoyance or disruption, that relates to

- Light
- Noise
- Odour
- Smoke and Vapour
- Vibration
- Any other type of nuisance that is established under a condominium corporation's governing documents.

Because the jurisdiction of the CAT is limited, the CAT can only deal with certain kinds of disputes. To learn more about the CAT and the types of disputes it can hear, [please visit our website](#).

If you have received a CAT Notice that you must join a CAT case, or if you are considering filing a CAT case of your own, please see section 4.10 of this guide.

Note: This list of issues will change in the future as the CAT's jurisdiction expands.

1.5 The *Residential Tenancies Act, 2006*

The [*Residential Tenancies Act, 2006*](#) (RTA) is provincial legislation that governs the relationship between landlords and tenants. Among other things, the RTA:

- Sets out basic rules that apply to residential tenancies;
- Governs how tenancies can be terminated;
- Governs how much a landlord can increase the rent and how often; and
- Governs what kinds of deposits a landlord can collect, and how much they can charge.

The RTA covers most residential rental units in Ontario, including condo units. It also covers other types of residential tenancies, such as mobile homes, care homes and rooming and boarding houses.

There are some residential situations, however, where the RTA does not apply. Most importantly, the RTA does not apply if:

- The tenant must share a kitchen or bathroom with the owner, or the owner's family members; and / or
- The unit is used on a seasonal or temporary basis.

It is also important to remember that the RTA only applies to residential tenancies - it does not apply to commercial leases.

For more information about the RTA, please see the LTB's brochure: [A Guide to the *Residential Tenancies Act*](#).

IMPORTANT NOTE: This guide is intended for tenants and prospective tenants of residential condo units that are covered by the RTA. If you are not sure if the RTA applies in your situation, you can contact the [Landlord and Tenant Board](#).

If the RTA does not apply to your situation but you are a resident of a condominium, please note that all condominium residents are required to comply with the *Condominium Act, 1998* and the condominium corporation's governing documents. For more information, please see section 1.5 of this guide.

1.6 The Roles of the Landlord and Tenant Board

The Landlord and Tenant Board (LTB) provides information about the rights and responsibilities of landlords and tenants under the RTA. The LTB is also a tribunal dedicated to resolving disputes between residential landlords and tenants.

If you have a question about your tenancy or the RTA, you should contact the LTB. The LTB also provides a website (available at www.tribunalsontario.ca/ltb/) that provides helpful information, guides, and links to standard forms under the RTA.

1.7 The Roles of the Condominium Management Regulatory Authority of Ontario

The [Condominium Management Regulatory Authority of Ontario \(CMRAO\)](#) licenses and regulates condominium managers and management service providers.

Condominium corporations are not required to have a condominium manager or management services provider. If they do, they must be licensed by the CMRAO.

If you have an issue or concern about a condo manager or a condo management service provider, you can file a complaint with the CMRAO.

1.8 The Ontario *Human Rights Code*

Ontario's [Human Rights Code](#) (the "Code") is provincial legislation that prohibits discrimination in specific social areas such as jobs, housing, services, facilities, and contracts or agreements. The Code's purpose is ensure equal treatment and opportunities by preventing discrimination and harassment based on 17 protected grounds which include: race, sex, disability, marital status, and age.

All condominium corporations and landlords in Ontario are required to comply with the Code. This means that condominium corporations and landlords who rent out their units cannot discriminate against owners and / or occupants (including tenants), on any of the 17 protected grounds.

For more information about the Code, including how the Code applies in condominium corporations, please see the CAO's website on [Ontario's Human Rights Code and Condominium Governing Documents](#).

If you feel that you have a Code-related issue, (e.g., if you feel that your landlord or condominium corporation are discriminating against you based on one of the 17 grounds), you may wish to contact:

1. The [Ontario Human Rights Commission](#) (OHRC) works to promote, protect, and advance human rights through research, education, targeted legal action, and policy development.

2. The [Human Rights Legal Support Centre](#) (HRLSC) gives legal help to people who have experienced discrimination under the Code.
3. The [Human Rights Tribunal of Ontario](#) (HRTTO) is where human rights applications are filed and decided.

1.9 What is a condominium?

The term “condominium” refers to a real-estate ownership structure involving shared ownership of common areas and community decision making.

Condominiums are made up of both individual “units” and shared common areas. By owning a unit in a condo, an individual becomes part of a condo community, where they share ownership of common areas and are responsible for paying a portion of the condominium’s common expenses.

Collectively, the units all belong to one “condominium corporation.” Condominium corporations are distinct legal entities given specific powers and responsibilities by the Condo Act. Condominium corporations are governed by a board of directors elected by the unit owners. A condominium corporation’s board of directors is responsible for making decisions on behalf of the entire condominium corporation.

Condominium corporation boards can hire a manager / management services provider licensed by the CMRAO to manage the property on their behalf. When they do, the Condominium Manager will often act as the condominium’s representative when interacting with tenants and / or unit owners.

Remember: The role and responsibilities of a condominium manager will be different from community to community. If your condominium corporation has a manager and you have an issue, you should reach out to your landlord to confirm if you should raise the issue directly with the manager.

1.10 How is renting a condo unit different?

The biggest difference between renting a condo unit and renting other types of property is that all residents (including tenants) living in a condo community must comply with the Condo Act and with the condominium corporation’s **declaration, by-laws and rules**. These three documents are collectively called the condominium corporation’s **governing documents**.

A condominium corporation’s governing documents contain important information about what is and is not allowed in the condo community and sets out the rights and obligations of owners and other residents.

For example, many condominium corporations have governing documents that:

- Restrict or limit the type or number of pets residents can keep;
- Restrict or limit residents' ability to smoke tobacco and/or cannabis;
- Set out the condo community's rules about noise or other nuisances; and
- Govern how and where residents can park.

All residents of a condominium corporation must comply with the Condo Act and the governing documents. If you do not, **you may face legal consequences**, including eviction. For example:

- Your landlord may serve you with a notice and/or file an application against you at the Landlord and Tenant Board, meaning that you may face eviction.
- The condominium corporation or another unit owner may file an application against you with the CAT.

For more information about the role of a condominium corporation's governing documents, [please visit the CAO's website](#).

1.11 Things to consider when renting a condo unit

As a tenant in a condo community, it is important that you understand what is and is not permitted under the condominium corporation's declaration, by-laws and rules.

When you rent a condominium unit, your landlord is required to give you a copy of the condominium corporation's governing documents. You should read those documents carefully, and you should contact your landlord if you have any questions.

It is common for a condominium corporation's governing documents to restrict or prohibit certain types of activities. Here are some examples of common restrictions found in governing documents:

- Amenities
 - Many condo communities have amenities such as pools, exercise or gym facilities and shared outdoor spaces (including balconies or patios).
- Pets
 - Many condo communities restrict the types or number of pets that residents can keep, or they may prohibit pets altogether.

- Smoking and Cannabis
 - Many condo communities have restrictions in place about smoke and cannabis, including restrictions on smoking in your unit or in the common elements (including exclusive use balconies or other outdoor areas).
- Short-term rentals
 - Both municipalities and condo communities can restrict or prohibit the ability to rent out a residence for short-term rentals (e.g., through Airbnb or other property rental services). If you want to use your condo unit for short-term rentals, check your municipal by-laws and ask your landlord if the condo's governing documents contain any restrictions first.
- Noise
 - Many condo communities have restrictions on when and how much noise residents can make to ensure that other residents are not disturbed.
- Insurance
 - Tenants are not legally required under the RTA or Condo Act to have tenant insurance, but your tenancy agreement or the condominium corporation's governing documents may require you to have insurance. You should ask your landlord if you are required to have insurance.
- Other requirements under the governing documents
 - Some condominium corporation's may have additional restrictions on what tenants can and cannot do while on the condominium property. You should ask your landlord if there are any other restrictions.

Remember: If you contravene the Condo Act or your condominium corporation's governing documents, your landlord and/or the condominium corporation may take steps to enforce the governing documents against you, including legal action.

1.12 How do I know if the unit I want to rent is a condo?

The easiest way to check if the unit you want to rent is a condo unit is by asking the landlord.

Alternatively, if the building or community you are considering moving into has an operating name, you can check that name on the [CAO's Public Registry](#).

The CAO's Public Registry contains information on all condominium corporations in Ontario.

1.13 Tenancy Agreements

A tenancy agreement (also commonly called a lease) is a contract between a landlord and tenant where the tenant agrees to pay rent to live in a rental unit provided by the landlord. A tenancy agreement will also usually include other obligations and rules relating to the tenancy.

- **If a landlord and tenant enter into a tenancy agreement on or after April 30, 2018**, it must be in writing using a standard mandatory form developed by the Ministry of Municipal Affairs and Housing. This form is called the [Residential Tenancy Agreement \(Standard Form of Lease\)](#).
- **If a landlord and tenant entered into a tenancy agreement before April 30, 2018**, you do not need to replace the existing tenancy agreement with the standard lease form, unless the landlord and tenant agree to do so.

1.14 Security of Tenure

There are two kinds of tenancy agreements:

- Fixed-term (e.g., a one-year or a six-month lease); or
- Month-to-month (or week-to-week if the tenant pays rent weekly).

Under the RTA, a tenancy does not end when a fixed term tenancy agreement expires, unless:

- The landlord or the tenant gives proper notice to end the tenancy for a reason permitted in the RTA;
- The landlord and tenant both agree to end the tenancy on a specific date; or
- The LTB or the court has issued an order ending the tenancy.

Instead, the tenancy agreement is automatically renewed with the same terms and conditions, including the same rent amount. The only difference is that the tenancy will become a month-to-month agreement (or a week-to-week agreement if the tenant pays rent weekly) instead of a fixed term one.

When a fixed term tenancy concludes, landlords and tenants often decide to renew the agreement for another fixed term (e.g., after the first 12-month period ends, they agree to a second 12-month fixed term tenancy term). **This is not required under the RTA.** As noted above, the tenancy does not automatically end if the landlord and tenant do not enter into a new fixed term agreement.

1.15 Termination of Tenancy

Under the RTA, a tenancy can only be terminated in one of three ways:

1. By the tenant giving notice to terminate or assigning their tenancy to another person.
 - For more information about how a tenant can terminate a tenancy, check out the [LTB's Brochure: How a Tenant Can End Their Tenancy](#).
2. By the landlord giving notice to terminate.
 - For more information about how a landlord can terminate a tenancy, check out the [LTB's Brochure: How a Landlord Can End a Tenancy](#).
3. By the landlord and tenant agreeing to terminate the tenancy.
 - The LTB provides a form that landlords and tenants can use to agree to terminate a tenancy agreement called an N11: Agreement to Terminate the Tenancy. You can visit the [LTB's forms page to access the form](#).

Part 2: Questions to Consider Before Renting a Condominium Unit

2.1 Can a landlord ask me for information when I apply to rent a unit?

Yes. A landlord can ask a person applying for the rental unit to provide information including their current residence, rental history, references and income information.

There is a regulation under the *Human Rights Code* called [Regulation 290/98](#) that sets out rules that landlords must follow when asking for information about the income of a prospective tenant. Under that regulation, landlords may request credit references and rental history information. Landlords can also request income information along with credit references / a rental history.

The regulation does not authorize landlords to refuse to rent to any person on the basis of a ground protected by the Human Rights Code, including age, race, colour, family status or marital status.

2.2 Can a landlord collect a rent deposit?

Yes. A landlord can collect a rent deposit, but only on or before the day that the landlord and tenant enter into the tenancy agreement.

The rent deposit cannot exceed more than one month's rent or the rent for one rental period, whichever is less.

Here is an example: Imagine you are applying to rent a unit with a monthly rent of \$1500. Your landlord can ask you for a rent deposit before you enter into the tenancy agreement for up to a maximum of \$1500.

Your landlord must hold onto your rent deposit and can only use that money for the rent for the last month before the tenancy ends. Your landlord cannot use it for anything else, such as to pay for damages.

If a landlord collects a rent deposit, the tenant is entitled to interest on that amount every 12 months. The amount of interest the tenant is entitled to is a percentage of the total amount - the same percentage as the rent increase guideline that is in effect when the interest payment is due. The [guideline](#) is set each year by the Ministry of Municipal Affairs and Housing.

2.3 Can a landlord ask for a deposit for keys?

Yes, but only if:

- the deposit is refundable, and
- the amount of the deposit is not more than the expected cost of replacing the keys if they are not returned to the landlord.

A landlord can also collect a deposit for any electronic badges or fobs. Just like with keys, the deposit should not exceed the actual replacement cost of the badges / fobs.

The landlord must give the deposit back when the tenant returns their keys and badges / fobs at the end of their tenancy.

2.4 Can a landlord ask for a security or damage deposit?

No. A landlord cannot collect a damage deposit.

If the landlord believes that a tenant has damaged the unit or caused damage to the building, the landlord can give the tenant a notice of termination and / or ask them to pay for the damages. If the tenant does not pay, the landlord can apply to the LTB to determine if there are damages and what should be done about them.

As noted above, a landlord cannot use the last month's rent deposit to pay for damages in the unit. The rent deposit can only be used for last month's rent before the tenancy ends.

2.5 Can a landlord increase my rent?

Yes, but only under certain conditions. Under the RTA, landlords can increase the rent once every 12 months, and you must give your tenant a 90-day written notice before the increase is effective.

In most cases, you will only be able to increase a tenant's rent by the guideline set each year by the Ministry of Municipal Affairs and Housing.

For more information about rent increases and the rent increase guideline, please see the [Province of Ontario's webpage on Residential rent increases](#) or contact the LTB.

IMPORTANT NOTE: Rental units that are located in a building where any part of that building was first occupied for residential purposes after November 15, 2018 are exempt from the rent increase guideline. That means that while landlords of these units must still give their **tenant at least 90 days advance notice in writing of any rent increase** and they can only increase the rent once every 12 months, **there is no limit on the amount of the rent increase.**

2.6 Can my landlord increase my rent because I have a roommate?

Regardless of the reason, a landlord can only increase the rent in accordance with the RTA. Under the RTA, landlords are permitted to increase the rent once every 12 months and must provide 90 days advance notice in writing. If you increased the rent less than 12 months ago, you cannot increase it again until 12 months have passed. Here's an example:

- On June 1, 2021, you received an **N1** or **N2– Notice of Rent Increase Form** ([available on the LTB's website here](#)) from your landlord increasing your rent effective September 1, 2021. Your landlord will not be able to increase your tenant's rent again until September 1, 2022, without your consent **for any reason.**

For more information about rent increases, please see the [Province of Ontario's webpage on Residential rent increases](#) or contact the LTB.

2.7 Am I allowed to have a pet?

It depends. Under the RTA, any “no pets” provision in a tenancy agreement is void.

However, a condominium corporation's governing documents may restrict or prohibit pets in the condo community. For example, your condominium corporation's governing documents may contain provisions that:

- Prohibit keeping any pets or animals in the condominium corporation;
- Limit the type or species of pets or animals you can keep;
- Limit the number of pets or animals that you can keep;
- Prohibit keeping animals that exceed a certain weight or size limit (e.g., dogs must be less than 40 pounds);
- Limit where you can keep your pets or animals (e.g., you may be prohibited from keeping or walking your animal on your balcony or on other common elements);
- Require you to leash or otherwise keep control of your pet or animal while in the common elements (e.g., requiring you to use a leash or carrier when travelling with your pet or animal).

If you keep a pet or other animal contrary to the condominium corporation's governing documents, **you may face legal consequences at the LTB**, including eviction. Because the CAT has jurisdiction over pet-related issues, your unit's owner or the condominium corporation may also file an application against you with the CAT.

If you want to have a pet, you should speak to your prospective landlord before you agree to rent the unit.

Note: Service animals are working animals that assist persons with disabilities. Service animals are not pets and the right to a service animal is protected under the [Ontario's Human Rights Code](#) (the Code). That means that condominium corporations must accommodate people with service animals to the point of undue hardship. For more information on the duty to accommodate, [visit the Ontario Human Rights Commission's website](#).

2.8 Am I required to have tenant insurance?

It depends. Tenants are not required to have tenant insurance under the Condo Act nor the RTA but having insurance may be required under the condominium corporation's governing documents or as a condition of a tenancy agreement.

If you agreed to get tenant insurance as part of your tenancy agreement and you do not, your landlord could give you a notice to terminate the tenancy which could lead to eviction.

If you are unsure if you are required to have insurance, you should ask your landlord, check your tenancy agreement and check the condominium corporation's governing documents.

2.9 What is included in my rent?

It depends. The terms of a tenancy agreement will specify if the costs of any utilities or other services (e.g., electricity, water or parking) are included in your rent.

If the cost of a utility or service is not included in the rent, tenants may have to pay for those costs separately. This often means that tenants are responsible for setting up accounts and paying utility / service providers directly.

If you are unsure if a utility or service is included with your rent, you should review the tenancy agreement or ask your prospective landlord before agreeing to rent the unit.

2.10 Can a landlord sell the unit while I am living there?

Yes. Landlords are permitted to sell their condo units while they are occupied by a tenant. If the condo unit is sold during a tenancy, the unit's new owner will inherit the existing tenancy agreement and will become the new owner's tenant under the same terms and conditions.

Your landlord can give you a notice to terminate your tenancy if they have signed an agreement of purchase and sale for the unit and the purchaser (or a member of their immediate family or their caregiver) will be moving into the unit.

If you have received such a notice, you may want to contact the LTB for more information on your options.

Part 3: When you Rent a Condo Unit

3.1 Things your landlord should give you

When you move into your rental condo unit, your landlord should give you:

- The keys and / or electronic badges or fobs;
- A copy of the tenancy agreement;
- A copy of the condominium corporation's governing documents; and

- A copy of the [Information for New Tenants Brochure](#) developed by the LTB.

A landlord must give their tenant a copy of the signed tenancy agreement within 21 days. Where there is no written tenancy agreement, the landlord must provide the tenant with their legal name and address within 21 days of the start of the tenancy.

If the landlord does not give the tenant a copy of the signed tenancy agreement within 21 days (or does not provide their name and address if no written agreement exists), the tenant can refuse to pay the rent until they do.

However, once the landlord provides the tenant with the document(s), the tenant must immediately pay all the rent that they withheld. If the tenant refuses, the landlord could apply to evict the tenant for non-payment of rent.

3.2 Landlord must notify the condominium corporation

When you enter into a tenancy agreement to rent a condo unit, your landlord must notify the condominium corporation and give them your name and a copy or summary of the tenancy agreement. Your landlord is required to do this under section 83 (1) of the Condo Act.

A copy of the Summary of Lease or Renewal form [is available on the CAO's website](#).

The condominium corporation must maintain a summary of the notices that it receives from owners who have entered into tenancy agreements – that record can be requested by the other owners in the condominium corporation.

3.3 When you move in

Here are some other things you should consider when you move into a condo unit:

Register your vehicle and / or pets

- Many condo communities require all residents to register their vehicle(s) and/or pet(s) with the condominium corporation.

Sign up for the mailing list

- Many condo communities send updates and notifications to residents by email (e.g., including community updates, information about fire alarm testing, planned repairs and maintenance, etc.).

Sign up for any buzzer / intercom system

- Many condominium corporations have buzzer / intercom systems – if you are renting in such a condo community, you should ensure that your intercom system is updated / working.

Obtain insurance

- You may want to have tenant insurance, or you may be required to be insured under your tenancy agreement or the condo's governing documents – if you are required to be insured, you should be able to provide proof of coverage upon request.

Set-up Utilities

- If you are responsible for paying for your unit's utilities (e.g., water, heat, electricity, internet, etc.), you should make those arrangements as soon as possible.

Anything else required under the condominium corporation's governing documents

- Check the governing documents to see if there is anything else you need to do when you move in.

Part 4: Condominium Rental Living

4.1 Tenant rights and responsibilities

As a tenant in a condo unit, you have a right to:

- **Security of Tenancy** - You can continue to live in your rental unit until your tenancy is terminated in accordance with the RTA.

Important: If your landlord gives you a notice to end your tenancy, you do not have to move out. Your landlord must apply to the LTB to get an order to evict you and you will have the right to go to a hearing and explain why your tenancy should not end. If you have received such a notice, you may want to contact the LTB for more information on your options.

- **Privacy** – Under the RTA, tenants are entitled to 24 hours written notice before anyone enters the unit, and a landlord can only enter a rental unit for the reasons allowed by the RTA. That means that your landlord should notify you in writing in advance if someone needs to enter your unit (i.e., to do a repair or to check your fire alarm).

Under the RTA, a landlord can enter the rental unit without giving advance notice in the event of an emergency. Likewise, under the Condo Act, agents of the condominium corporation can enter a unit without notice if there is an emergency.

- **Access and Use of Common Elements – You can use the unit and the condominium corporation’s common elements in accordance with the condominium corporation’s governing documents.**

You are responsible for:

- **Paying your rent** on time.
- **Keeping your unit clean**, to the standard that most people would consider ordinary or normal cleanliness.
- **Any damage** to the rental property caused by you or your guests - whether on purpose or by accident.

You are not allowed to:

- **Change the locking system on a door that gives entry to your rental unit unless you get your landlord's permission.**
- **Contravene the condominium corporation’s governing documents. If you do**, there may be legal consequences, including eviction.

4.2 Landlord rights and responsibilities

Your landlord has the right to:

- **Collect a rent deposit –** This deposit cannot exceed one month’s rent (or one week’s rent if rent is paid weekly. The deposit must be used as the rent payment for the last month or week of your tenancy. It cannot be used for any other reason, such as to pay for damages. A landlord must pay interest on the deposit every year.
- **Collect a key deposit –** This deposit cannot exceed the replacement costs of the keys and / or electronic badges or fobs and must be returned at the conclusion of the tenancy when the tenant gives the keys back.
- **Increase the rent –** There are special rules that limit how often your landlord can increase the rent and by how much. In most cases, a landlord can only increase the rent once every 12 months, and only by the guideline that is set by the Ontario Government.

A landlord must give a tenant at least 90 days advance notice in writing of any rent increase and this notice must be on the mandatory LTB form.

- **Require you to comply with the Condominium Act and governing documents –** As a unit owner, your landlord is legally required to ensure that all unit occupants, including tenants, comply with the Condo Act and the

condominium corporation's governing documents. If you do not comply, you may face legal consequences, including eviction.

Your landlord is responsible for:

- **Giving you a copy of the condominium corporation's governing documents** – You should read these documents carefully and make sure you understand what they mean.
- **Repairing the Unit** – Your landlord must keep the unit in a good state of repair and in compliance with health, safety and maintenance standards.
- **Giving you a copy of your written tenancy agreement** – Your landlord must give you a copy of the agreement within 21 days. If they do not give you a copy, you can refuse to pay rent until they do.
- **Notifying the condominium corporation** – Your landlord must notify the condominium corporation once it has entered into a tenancy agreement with a tenant. A copy of the Summary of Lease or Renewal form [is available on the CAO's website](#).

Your landlord is not allowed to:

- **Shut off or deliberately interfere with the supply of a vital service** (heat, electricity, fuel, gas, or hot or cold water). However, your landlord can shut-off services temporarily if this is necessary to make repairs.
- **Take your personal property if you do not pay your rent.**
- **Lock you out of your rental unit** unless your landlord has an eviction order from the LTB and the Sheriff comes to your rental unit to enforce it.
- **Require you to pay your rent by post-dated cheque or automatic debit.** You and your landlord can agree that you will pay your rent one of these ways, but they cannot require you to do so.
- **Collect a damage deposit.** If you cause damage to the unit and / or the common elements, your landlord can give you a notice and apply to the LTB for an order, which may result in an order requiring you to pay for the repairs and / or eviction. They cannot, however, require you to give them a damage deposit upfront.

4.3 Compliance with governing documents

As a tenant living in a condo unit, it is vital that you understand what is and is not permitted under the condominium corporation's declaration, by-laws and rules.

You should do your best to comply with the governing documents, even if you do not agree with them or think they do not make sense. If you do not, you may face legal consequences, including eviction.

If you have any concerns about complying with the condominium corporation's governing documents, you should discuss them with your landlord.

4.4 Using the Common Elements

A condominium corporation's governing documents will almost always govern the use of the condominium corporation's common elements (i.e., the elevators, pool, gym, exercise or party rooms, common barbecues, patios or other common areas). The governing documents may include restrictions or limitations on when and how they can be used and may require residents to register or book them in advance if they want to use them.

Before you use the common elements, you should check the governing documents. If you have any concerns about the use of the common elements, you should discuss them with your landlord.

4.5 Entry to the unit

Under the RTA, a landlord can only enter a tenant's unit in specific circumstances. In most cases, the landlord must first give the tenant 24 hours written notice, stating when they will enter and for what reason. There are some exceptions to this requirement, for example, in case of emergency. For more information, please see the LTB's brochure: [A Guide to the Residential Tenancies Act](#).

If the landlord has a valid reason (as allowed by the RTA) for entering your unit, you cannot refuse to let the landlord in. If you refuse to allow the landlord to enter, you may face legal consequences including eviction.

If your landlord or anyone else enters your unit illegally, you can file an [Application about Tenant Rights](#) with the LTB. If the LTB decides that the landlord entered the unit illegally, the member could order that you receive a rent reduction, that the landlord pay a fine, or some other remedy.

Your condominium corporation may also need to enter the unit from time to time (i.e., to conduct regular fire alarm testing, or to repair or replace the common elements that are accessible through the unit). As described above, under the RTA, you are entitled to 24

hours advance written notice from your landlord, so your landlord should be notifying you in advance.

Under the RTA, a landlord can enter the rental unit without giving advance notice in the event of an emergency. Likewise, under the Condo Act, agents of the condominium corporation can enter a unit without notice if there is an emergency.

4.6 Rent increases

Under the RTA, a landlord can increase the rent once every 12 months. The landlord must give the tenant a 90-day written notice before the increase is effective.

The amount that your rent can be increased depends on when the unit was first used for residential purposes:

- **If the unit is located in a building where any part of that building was first occupied for residential purposes on or before November 15, 2018,** your landlord will only be able to increase your rent up to the guideline set each year by the Ministry of Municipal Affairs and Housing. For more information about the rent increase guideline, please [visit the Ontario Government's website here](#).
- **If the unit is located in a building that was first occupied for residential purposes after November 15, 2018,** the unit is exempt from the rent increase guideline. That means that while your Landlord must give you **at least 90 days advance notice in writing of any rent increase** and they can only increase the rent once every 12 months, **your landlord can increase your rent by any amount (e.g., there is no limit).**

There may be additional factors that determine when and by how much rent can be increased, such as provincial legislation temporarily limiting rent increases (often referred to as a “rent freeze”).

For the most up to date information on rent increases, please see Government of Ontario's [“Residential rent increases” website](#).

4.7 Changes to the unit

If you want to make changes to your unit (i.e., hanging shelves or installing furniture) you should speak to your landlord first. In a condo, there may be limits or restrictions on the types of changes that you and your landlord can make.

If you make changes to the unit without your landlord's approval, your landlord might consider your changes to be damage to the unit.

If a landlord believes that a tenant has damaged the unit or caused damage to the building, the landlord can give the tenant a notice of termination and / or ask them to

pay for the damages. If the tenant does not pay, the landlord can apply to the LTB to determine if there are damages and what should be done about them.

4.8 Damage and Repairs

It is the landlord's responsibility to maintain the unit in a good state of repair, even if:

- the tenant was aware of problems in the unit before they moved in; and / or,
- the lease says that the tenant is responsible for maintenance.

The tenant is responsible for keeping the unit clean, up to the standard that most people consider ordinary or normal cleanliness. The tenant is also responsible for repairing or paying for any damage to the rental property caused by the tenant, their guests or another person living in the rental unit.

If you have a repair or maintenance issue, you should talk to your landlord.

Tenants should not withhold rent until the repairs or maintenance are done. If you withhold your rent, your landlord can give you a notice of termination for non-payment of rent and then file an application to evict you.

If the landlord refuses to do the repairs or you think that the landlord is taking too long to deal with the problems, see the [LTB's Brochure on Maintenance and Repairs](#).

4.9 Paying the Landlord's common expenses fees

In a condo community, the owners of the units contribute to the budget for the condominium corporation. These contributions are called common expense fees.

In very rare circumstances, if your landlord fails to pay their common expenses fees, the board of the condominium corporation may contact you and ask you to pay some or all your rent to the condominium corporation instead of to your landlord. The condominium corporation can require you to pay them instead of your landlord in these circumstances under [section 87 of the Condo Act](#).

4.10 Receiving a CAT Notice

Condominium corporations and unit owners can file applications with the CAT to resolve certain types of condominium disputes. For a list of the types of disputes that can be filed with the CAT, [please visit the CAT's website](#).

If you have received a CAT notice, it means that a person filing a CAT application (the "Applicant") has identified you as a:

- Respondent: A person they are filing their application against; or,

- Intervenor: A person that has a right to participate in a CAT case and may be affected by its outcome.

There are several reasons why you may have received a CAT Notice:

- Another unit owner or mortgagee filed a case against you and / or against your landlord; or
- The condominium corporation filed an application against you and / or against your landlord.

After receiving a CAT notice, you (or your representative) must follow the instructions on the notice to join the case through the CAT's online dispute resolution system (CAT-ODR).

By joining a CAT case in the CAT-ODR system, you can attempt to resolve the issues in dispute. If you do not join the case, it may proceed without you and a legally binding order that resolves the dispute may be issued without your input or participation.

For more information about joining a CAT case, please see the CAT's ["Joining a Case" webpage](#).

Part 5: Issues and References

5.1 I have a condominium living related issue – what should I do?

If you have an issue, you should start by reviewing the [CAO's Guided Steps to Common Issues](#). The CAO has developed information, tools, and templates to help condominium communities better understand issues and work together to resolve them collaboratively before they escalate into disputes, covering topics including:

- Pets and other animals
- Vehicles
- Parking
- Storage
- Noise
- Odours
- Infestations
- Smoke and Vapour

5.2 I have another type of issue – who should I contact?

If you have an issue regarding...	You should...
Rent, deposits or other charges	<ul style="list-style-type: none"> • Speak to your Landlord • Contact the LTB
Keys, fobs or access to the unit	<ul style="list-style-type: none"> • Speak to your Landlord • Contact the LTB
Repairs or maintenance	<ul style="list-style-type: none"> • Speak to your Landlord • Contact the LTB
The condo manager or management services provider	<ul style="list-style-type: none"> • Speak to your Landlord • Contact the Condominium Management Regulatory Authority of Ontario (CMRAO)
The condominium corporation's board of directors	<ul style="list-style-type: none"> • Speak to your Landlord • Contact the CAO
A CAT notice	<ul style="list-style-type: none"> • Speak to your Landlord • Contact the CAO
Discrimination / a Human Rights Code-related issue	<ul style="list-style-type: none"> • Access the Ontario Human Rights Commission's website for more information • Contact the Human Rights Legal Support Centre

Part 6: Glossary of Terms

Condominium Act, 1998 (Condo Act) – Provincial legislation that sets out what **condominium** corporations are, how they operate, and the rights and responsibilities of owners and tenants.

Condominium Authority of Ontario (CAO) – A provincial administrative authority that provides information, director training and other resources to Ontario’s condominium communities.

Condominium Authority Tribunal (CAT) – An online administrative tribunal dedicated to resolving certain types of condo disputes. The CAT is a part of the CAO.

Condominium Management Regulatory Authority of Ontario (CMRAO) – A provincial administrative authority that regulates and accepts complaints about condominium managers and management service providers.

Eviction – The legal process of removing a tenant from a rented property. Tenants can only be evicted if the landlord has obtained an order from the LTB and have enforced that order against them.

Governing Documents – The condominium corporation’s declaration, by-laws and rules. These documents set out the rights and responsibilities of owners and tenants and what is and is not allowed in the **condominium** corporation.

Human Rights Code (the Code) – Provincial legislation that prohibits actions that discriminate against people based on a protected ground in a protected social area.

Landlord – A person (or company / corporation) the allows another person with the right to occupy a rental unit in exchange for rent

Landlord and Tenant Board (LTB) – A provincial tribunal that provides information about the *Residential Tenancies Act* and resolves disputes between residential landlords and tenants.

Rent – The amount of money (or other consideration) a tenant has agreed to pay a landlord for the use of their property (e.g., a condo unit).

Residential Tenancies Act, 2006 (RTA) – Provincial legislation that governs the relationship between landlords and tenants.

Tenancy Agreement – A contract (also commonly referred to as a “lease”) between a landlord and tenant, where the tenant agrees to pay rent to live in a rental unit owned by the landlord.

Tenant – A person who pays rent to a landlord in return for the right to occupy a rental unit.

Tenant Insurance – There are many different types of insurance, including content

insurance and liability insurance. You should check with your landlord about what type of insurance you are required to have.

Part 7: Links and Additional Resources

Legislation

- [Condominium Act, 1998](#)
- [Residential Tenancies Act, 2006](#)
- [Condominium Management Services Act, 2015](#)
- [Ontario's Human Rights Code](#)

Organizations

- [The Condominium Authority of Ontario](#)
- [The Landlord and Tenant Board](#)
 - [Guide to the Residential Tenancies Act](#)
 - [LTB Forms](#)
- [The Condominium Management Regulatory Authority of Ontario](#)
 - [About the CMRAO](#)
 - [Information about complaints](#)

Human Rights Organizations

- [The Ontario Human Rights Commission](#)
- [The Human Rights Legal Support Centre](#)
- [The Human Rights Tribunal of Ontario](#)