



Guide for Residential Condominium Landlords

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**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 out their residential condominium units. The information found in this guide should not be interpreted as legal advice.

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Part 1: Renting your Condominium Unit

1.1 Before you rent your condominium unit

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

Being a landlord 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 of being a condo unit landlord in Ontario. You can use this guide to help you understand how renting out your condominium unit is unique and can help you decide whether renting out your 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 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 landlords 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.

Condominium managers often act as the primary point of contact for owners and residents. 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 or your tenant feel that your condominium corporation are discriminating against you or your tenant 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 How is renting a condo unit different?

The biggest difference between renting other types of property and renting your condo unit 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 regarding what is and is not allowed in the condominium community and set 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.

As unit owners, landlords are required under section 119 of the Condo Act to take all reasonable steps to ensure that tenants and their guests comply with the Condo Act and the condominium corporation's governing documents.

If a tenant does not comply, it is possible that **you may face legal consequences**. For example:

- Your condominium corporation may take legal steps to enforce the Condo Act and / or the governing documents.
- The condominium corporation or another unit owner may file an application against you and / or your tenant with the CAT.

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

While all condominium corporations are governed by a board of directors, some condominium corporations also hire or retain a licenced condominium manager to act on behalf of the board and manage the corporation's day-to-day affairs. The role and responsibilities of a condominium manager will be different from community to community.

1.10 Things to consider when renting out your condo unit

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

You should do your best to ensure that your tenant understands the importance of complying with the governing documents and let them know that they can contact you if they 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 your tenant contravenes the Condo Act or your condominium corporation's governing documents, your condominium corporation may take steps to enforce the governing documents against you and/or them, including legal action.

1.11 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.

1.12 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.

1.13 Terminating 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: Common Questions about Renting a Condo Unit

2.1 Can I ask for information from a prospective tenant?

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 I 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 I collect a key deposit?

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 I collect 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 I increase my tenant's 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 I increase my tenant's rent because they have a roommate / because my costs have gone up / because my common expense fees have increased

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 Can I prevent a tenant from having 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 Can I require a tenant to have insurance?

Yes. Tenants are not required to have tenant insurance under the Condo Act nor the RTA, but you can include a requirement for the tenant to have insurance in your tenancy agreement.

You should also check your governing documents to see if tenants are required to have insurance. If so, you may want to require that they purchase and maintain insurance in your tenancy agreement.

2.9 Can I prevent a tenant from having guests or a roommate?

No. Under the RTA, any term of a tenancy agreement that prohibits a tenant from having guests, roommates or any additional occupants is void.

2.10 Can I sell the unit while it is occupied by a tenant?

Yes. Landlords can sell their condo unit while they have 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 tenant's new landlord under the same terms and conditions.

You can give your tenant a notice of termination if you have signed an agreement of purchase and sale for the unit and the purchaser requires all or part of the unit because the purchaser, a member of the purchaser's immediate family or their caregiver will be moving into the unit. For more information, contact the LTB.

Part 3: When you Rent your Condo Unit

3.1 Things to do after you rent your unit

Within 10 days of entering into a tenancy agreement to rent your condo unit, you must give your condominium corporation:

- Notice that your unit has been rented by a tenant;
- Your tenant's name;
- Your address; and,
- A copy or a summary of the tenancy agreement.

Landlords are required to do this under section 83 (1) of the Condo Act. [You can](#)

[access a copy of the Summary of Lease or Renewal form on the CAO's website.](#)

You can give these materials to your condominium corporation by providing them to a condominium manager (if your condominium corporation has one) or by or mailing them to the condominium corporation's address of service. Check with your manager or board about how best to deliver these materials.

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.

3.2 Things to give your tenant

When a new tenant moves into your condo unit, you should give the tenant:

- 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.

3.3 When your tenant moves in

Below are some other things you and / or your tenant should consider when they move into your condo unit:

Vehicle and / or pet registration

- 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.

Transfer / 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.

3.4 When your tenant moves out

When a tenancy agreement is terminated or not renewed, a landlord has ten days to notify the condominium corporation of the termination in writing.

Landlords are required to do this under section 83 (2) of the Condo Act.

Part 4: Condominium Rental Living

4.1 Landlord rights and responsibilities

As a landlord of a condominium unit, you have a right to:

- **Attend and vote at owners' meetings** held by your condominium corporation (including the annual general meeting);
- **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. Landlords 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 you can increase the rent and by how much. In most cases, you can only increase the rent once every 12 months, and only by the guideline that is set by the Ontario Government.

You must give tenants at least 90 days advance notice in writing of any rent increase and this notice must be on the mandatory LTB form.

- **Require your tenants to comply with the Condo Act and governing documents** – As a unit owner, you are required by the Condo Act to ensure that all unit occupants, including tenants, comply with the Condo Act and the condominium corporation's governing documents. If your tenants or their guests do not comply, your condominium corporation may take steps to enforce the Condo Act and / or the governing documents against you and/or your tenant.

Landlords are responsible for:

- **Repairing the Unit** – You must keep the unit in a good state of repair and in compliance with health, safety and maintenance standards.
- **Giving the tenant a copy of the written tenancy agreement** – You must give your tenant a copy of the agreement within 21 days. If you do not give them a copy, they can refuse to pay rent until you do.
- **Giving the tenant copy of the condominium corporation's governing documents** – You should provide your tenant with a copy of these documents and make sure they understand them.
- **Notifying the condominium corporation** – Landlords must notify the condominium corporation once they have 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](#).
- **Pay your common expenses fees** – You must continue to pay your common expense fees to your condominium corporation. If you do not, your condominium corporation may require your tenant to pay them directly for the amounts you owe.

Landlords are not allowed to:

- **Shut off or deliberately interfere with the supply of a vital service** (including heat, electricity, fuel, gas, or hot or cold water). However, you can shut-off services temporarily if necessary to make repairs.
- **Take any of your tenant's personal property** if your tenant does not

pay rent.

- **Lock your tenant out of your rental unit** unless you have an eviction order from the LTB and the Sheriff comes to your rental unit to enforce it.
- **Require your tenant to pay rent by post-dated cheque or automatic debit.** You and your tenant can agree that they will pay rent using one of these ways, but you cannot require them to do so.
- **Collect a damage deposit.** If your tenant causes damage to the unit and / or the common elements, you can give them a notice and apply to the LTB for an order, which may result in an order requiring the tenant to pay for the repairs and / or eviction. You cannot, however, require your tenant to give you a damage deposit upfront.

4.2 Tenant rights and responsibilities

Tenants 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 rent** on time.

- **Keeping the 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 they do, the condominium corporation may take steps to enforce the governing documents.

4.3 Compliance with governing documents

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

You should do your best to communicate with your tenant about the importance of complying with the governing documents, and that they can contact you if they have any questions.

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.

You should review the governing documents for any restrictions or conditions on using the common elements. To ensure compliance with the governing documents, make sure your tenant is aware of these conditions and / or restrictions, and that they can contact you if they have any questions.

4.5 Entry to the unit

Under the RTA, landlords can only enter a tenant's unit in specific circumstances. In most cases, landlords must first give their tenants 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 you have a valid reason (as allowed by the RTA) for entering your unit, you cannot refuse to let the landlord in. If they refuse to allow you to enter, consider contacting the LTB regarding your options.

If you or anyone else enters the rental unit illegally, your tenant can file an [Application about Tenant Rights](#) with the LTB. If the LTB decides that you or someone else entered the unit illegally, the member could order that your tenant receives a rent reduction, that you must 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, tenants are entitled to 24 hours advance written notice before entry, so you should notify your tenant in advance.

Under the RTA, landlords 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, landlords 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 your unit is located in a building where any part of that building was first occupied for residential purposes on or before November 15, 2018**, you will only be able to increase a tenant's 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 your unit is located in a building that was first occupied for residential purposes after November 15, 2018**, your unit is 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 you can increase the rent.

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

You should ask your tenant to contact you before making any potential changes that to your unit (i.e., hanging shelves or installing furniture). If your tenant makes changes to the unit without your approval, it might be considered damage to the unit.

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

4.8 Damage and Repairs

As a landlord, it is your 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.

Tenants are responsible for keeping the unit clean, up to the standard that most people consider ordinary or normal cleanliness. Tenants are 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 your tenant tells you about a problem that you are required to repair and you do not fix it, don't fix it properly, or don't fix it quickly enough, your tenant can file an application regarding maintenance with the LTB.

Tenants should not withhold rent until the repairs or maintenance are done. If your tenant withholds rent, you can consider giving them a notice of termination for non-payment of rent and then file an application with the LTB for eviction.

For more information about damages and repairs, please see the [LTB's Brochure on Maintenance and Repairs](#).

4.9 If you don't pay your 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.

If you fail to pay your common expenses fees, the board of your condominium corporation may contact your tenant and ask that they pay some or all of their rent to the condominium corporation directly. Your **condominium** corporation can require

tenants to pay them instead of you 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 Tenant • Contact the LTB
Keys, fobs or access to the unit	<ul style="list-style-type: none"> • Speak to your Tenant • Speak to your condominium corporation's board of directors and / or Manager • Contact the LTB
Repairs or maintenance to your unit	<ul style="list-style-type: none"> • Speak to your Tenant • Contact the LTB
Repairs or maintenance to the common elements	<ul style="list-style-type: none"> • Speak to your condominium corporation's board of directors and / or Manager
The condo manager or management services provider	<ul style="list-style-type: none"> • Speak to your condominium corporation's board of directors • 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 condominium corporation's board of directors • Contact the CAO
A CAT notice	<ul style="list-style-type: none"> • Speak to your Tenant • 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](#)