

Before you Sign

Eviction

Welcome to the Before You Sign podcast. This podcast was made to help you better know your legal rights in the province of Ontario. If you know your rights and responsibilities, you will be able to make choices that impact your life in Canada. It is important to know these podcasts are not legal advice for your situation, they give information about general legal topics that apply to your situation.

If you still have questions about this topic please consider going back to the service or agency who told you about these podcasts. If you have access to a computer, you can also go to stepstojustice.ca or settlement.org for more information. If you already know you need legal advice, support or representation please call Legal Aid Ontario at [1-800-668-8258](tel:1-800-668-8258) Monday to Friday from 8:00 a.m. to 5:00 p.m. (EST) for help in over 300 languages. This podcast is financially supported by The Law Foundation of Ontario, the YWCA St. Thomas-Elgin is solely responsible for the content.

Today we will be talking about the rights of tenants when their landlord is attempting to evict them.

Before the eviction process is discussed, it is important to keep in mind that the relationship between a landlord and a tenant is a business relationship. Like any business, it is important to keep records of all transactions between you and the landlord. Proof of payment of your rent should be kept so that you can easily prove that you have paid your rent. The name and address of your landlord is necessary to know in order to send notices or if you wish to bring an application to get the landlord to meet his or her obligations. If you have concerns about something going on in your unit, you should state those concerns in writing, such as in a letter or by text. Make sure you always have a paper copy of these communications. Agreements with the landlord to, say pay your rent on a different day than originally agreed upon, must be in writing. Similarly, if you and the landlord agree that you will do work in place of your rent, that agreement must be in writing.

If you follow these basic guidelines, you will be able to avoid a lot of problems that tenants run into when dealing with their landlords.

Turning to the issue of eviction, it is the process used by a landlord to remove a tenant from a rental unit. The Residential Tenancies Act governs the relationship between landlords and tenants and it sets the rules for when and how a landlord may evict a tenant.

There are a number of reasons that a landlord may rely upon when trying to evict a tenant. These include failing to pay rent in full or on time, illegal activities, damaging the property, or disturbing other tenants in the complex. Overcrowding that breaches city bylaws may also be a reason for eviction and a landlord may try to evict a tenant if he or she or a close

Before you Sign

relative wishes to live in the unit. Specific rules apply to this last reason for evicting a tenant. Unfortunately, this reason is being used more and more by landlords who have buildings with fewer than 5 units.

Landlords cannot evict a tenant because they have pets unless those pets cause damage or create a disturbance. They cannot evict because a tenant joins a tenant association, or asks the landlord to repair the unit.

The landlord must follow a set procedure to evict a tenant, beginning with a notice to the tenant that states the reason for the eviction and, in some cases, time to fix the problem. For example, in the case of a tenant not paying rent, the notice will set out the amount owing and time to pay. If the tenant pays the rent owing, that ends the matter and the original notice will be “voided” or cancelled.

It is important for tenants to read the notice sent by the landlord. It will set out the correct procedure for dates and what must be done and for ways to fix the problem. Notices should comply with what the Residential Tenancies Act requires and simple letters from a landlord will not likely meet the requirements under the legislation.

If you choose not to fix the problem, you do not need to move out and the landlord will then have to apply to the Landlord and Tenant Board to set a date for a hearing where the tenant and the landlord can explain their positions. No eviction can take place unless the tenant voluntarily agrees to move or the Board orders the eviction.

If the landlord takes you to the Board, you will receive what is called a “Notice of Hearing”. It will set out the reason for the hearing, the date and time for the hearing, and the place of the hearing.

It is very important you go to this hearing and show up prepared to address the issues. You might need to arrange for witnesses to attend with you, make copies of paperwork, or have photographs ready to show. If you do not attend the hearing, the Board will make the decision whether to evict you. It is best to get legal help before the hearing to help with preparations. If you cannot afford a lawyer, a community legal clinic may be able to help you.

At the hearing, a Board member listens to why your landlord wants to evict you and why you think you should not be evicted. The Board members will decide at the end of the hearing or wait some time before preparing their decision. The decision is called an “order” and copies of the order will be sent to you and your landlord. It is important you know that an eviction can happen at any time of year, even in the winter.

Sometimes you can make an agreement with your landlord to stop the eviction. This kind of agreement is often called a “settlement”. An agreement can be made before or after the Board makes an order. Try to get advice from your own lawyer before signing any papers and make sure you get a copy of anything you do sign.

If the Board order says you are being evicted, you must move out by the date specified on the order. If you do not, the landlord can tell a public official called the “Sheriff” to make you leave. The Sheriff is the only person who can force you out of the place you were renting. Your landlord cannot change the locks until the Sheriff comes and allows it.

It is best to leave and take all that you own with you when you move out. If you are evicted by the Sheriff, you have 72 hours to take your things, even on a weekend or holiday. During these 72 hours, your landlord must keep your things safe in or near your place and must let you access them from 8 in the morning to 8 at night. These rules apply only if you are evicted by the Sheriff.

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We hope you have found this podcast a good source of some basic legal information as it relates to your tenant rights if you are facing eviction.