

City of Hamilton

Tenant Guide



Hamilton

Welcome to the Hamilton Tenant Guide

The City of Hamilton Tenant Guide is designed to be a clear, accessible, and practical resource for tenants living in Hamilton, Ontario. Whether you're new to renting, experiencing a dispute, or simply trying to understand your rights and responsibilities, this guide exists to help you navigate your tenancy with confidence.

This guide has been created in consultation with Hamilton renters and community organizations and is informed by common questions, concerns, and scenarios tenants face across the city. It reflects ***Ontario's Residential Tenancies Act (RTA)*** and local by-laws, while also pointing you toward community-based support and resources available right here in Hamilton. It should be noted that this Guide is targeted to residential tenancies and do not have any focus on commercial tenancies. If you are having any commercial rental challenges, you should get legal help.

If your landlord intends to carry renovations at your rental unit and have asked you to move out, please jump to [Section 3](#) for information specific situation. This section outlines your rights and the steps you can take to protect your housing during this process.

We understand that being a tenant comes with challenges—some legal, some personal, and many that are both. That's why we've included real-life scenarios, actionable advice, and centralized points of contact, (including our own [Tenant Support Program](#) at tenantsupport@hamilton.ca) with the aim to:

- **Inform:** Help you understand your rights and responsibilities as a tenant under Ontario law.
- **Empower:** Give you tools to take action when your housing situation is uncertain, unsafe, or unfair.
- **Support:** Connect you to local services, legal help, and emergency resources tailored to Hamilton residents.
- **Prevent crisis:** Help you identify and respond to common housing issues early—before they escalate into eviction, homelessness, or conflict.

Whether you're navigating a dispute with your landlord, facing financial difficulties, dealing with repairs, or just have questions about your rights, **help is available**. This guide is a first step, but real support begins when you reach out.

NOTE:

- You have rights as a tenant in Ontario - and knowing them is your best protection.
- You are not alone - the Tenant Support Program has support systems in place to help you through difficult housing situations.
- If you don't know where to start, email tenantsupport@hamilton.ca. We're here to help connect you to the right resources, services, and answers.

Table of Contents

Welcome to the Hamilton Tenant Guide	2
Table of Contents	4
1. Section 1 – Residential tenant rights and obligations in Ontario	7
1.1 Legislation governing tenancies/renters	7
1.2 Starting a tenancy	10
1.2.1 Finding housing	11
1.2.2 Lease agreements	13
1.2.3 Joint leases	14
1.2.4 Rental deposits and other fees	15
1.2.5 Pets	15
1.3 Guests	17
1.4 Paying rent	18
1.5 Rent increases	19
1.5.1 Above-guideline increases (AGI)	19
1.6 Maintenance and repairs	24
1.6.1 Pest control	26
1.6.2 Heat	26
1.6.3 Air conditioning	26
1.7 Landlord's right to enter the unit	27
1.8 Emergency repairs and tenant actions	28
1.9 Tenant LTB applications	29
1.9.1 LTB tenant forms	29
1.9.2 Evidence	32
1.9.3 Remedies	33
1.10 Disability accommodations	35
1.11 Ending a tenancy	37
1.12 Common housing questions	39
2. Section 2 – Evictions	41
2.1 The eviction process	42
2.2 A guide to eviction notices	44

2.2.1	Types of eviction notices.....	45
2.3	Application to the LTB	51
2.4	The hearing - What to expect.....	55
2.5	Eviction order	57
2.6	Enforcement by the sheriff	59
2.6.1	72-Hour Rule	59
2.7	Illegal evictions.....	60
2.8	Common eviction questions	61
3.	Section 3 – Navigating the Renovation Licence and Relocation By-law 24-055	62
3.1	Renovation and relocation process in Hamilton	63
3.1.1	You are given an N13 notice for renovations or repairs (Step 1)	63
3.1.2	Right of first refusal process (Step 2)	64
3.1.3	Accommodation and compensation (Step 3).....	66
3.1.4	Re-occupying your renovated or repaired unit (Step 4).....	67
3.2	Make sure you understand your rights	68
4.	Section 4 - Help available in your community	70
	Tenant Support Program.....	70
	Hamilton Community Legal Clinic (HCLC)	70
	Association of Community Organizations for Reform Now Hamilton (Hamilton ACORN).....	71
	Housing Help Centre Hamilton & Area (HHCHA).....	71
	Access to Housing	71
	Other help available from the City of Hamilton	72
	The Housing Emergency Fund.....	72
	By-Law Enforcement.....	72
	Hamilton Public Health	72
	Home Management Program	72
	Help available from the Province of Ontario	74
	Rental Housing Enforcement Unit (RHEU)	74
	Landlord and Tenant Board (LTB)	74
	Other resources	75
	Canadian Centre for Housing Rights (CCHR).....	75

Low-income Energy Assistance Program.....	75
Down the Mountain contact Hamilton Housing Help Centre Hamilton & Area.....	75
St. Matthew's House	75
Community Legal Education Ontario (CLEO)	76
Pro Bono Ontario	76
211 Ontario.....	76
Red Book Community Library	76
5. Section 5 - Helpful Documents to Print	77
Appendix A - Rental viewing checklist.....	77
Appendix B - 5 Tips for resolving problems with your landlord	79
Appendix C - Tenant record-keeping sheet.....	80
Appendix D - What to do in case of fire, flood, or other emergency.....	81
Appendix E - N13 for renovations checklist	82
Appendix F – Landlord's responsibilities tip sheet	83

1. Section 1 – Residential tenant rights and obligations in Ontario

1.1 Legislation governing tenancies/renters

As a residential tenant in Hamilton, Ontario it's essential to understand the laws that protect your rights and outline your responsibilities. With rising rents, low vacancy rates, limited supply of affordable housing and a growing renter population, navigating the rental housing landscape in Hamilton can be challenging. Many tenants face issues such as above guideline rent increases (AGIs), renovations (eviction notices issued in bad-faith under the guise of major renovations or need for personal (family) use) and poor living conditions, especially in older buildings. Vulnerable groups like seniors, newcomers, and low-income families are particularly affected.

Knowing which laws apply to your housing situation in Hamilton, can help you advocate for yourself and take action when needed. Below is an overview of key legislation that may apply to your tenancy:

- **Residential Tenancies Act (RTA)**. This provincial law outlines the rules between tenants and landlords, covering rent, repairs, maintenance, eviction, and utilities, and many more. It also outlines the administration and enforcement of the law and offences under the RTA. It defines the role and function of the [Landlord and Tenant Board \(LTB\)](#). If disputes arise between tenants and landlords that cannot be solved, the LTB can help resolve them.
- **Housing Services Act (HSA)**. This law sets rules for rent subsidies and housing standards for people who live in subsidized housing, also known as Rent-Geared-to-Income housing or social housing. Tenants who live in most subsidized housing are protected under the RTA and the HSA, as well as any additional rules set by their service manager, which is typically their municipal government. The service manager local rules, policies and procedures that govern the administration of subsidized housing can be found at the [Housing Provider Information](#) website. In Hamilton, there is a list of community housing providers, including city owned housing provider [City Housing Hamilton](#).
- **Co-operative Corporations Act**. The [Co-operative Corporation Act](#) sets rules and regulations for people who live in co-operative housing. Other rules are found in each housing co-operative's own by-laws. Members of housing co-operatives are not tenants under the RTA, but still have some rights and responsibilities which are explained in the Co-operative Corporations Act.

- **Ontario Human Rights Code** ([the Code](#)). In the context of housing, the Code protects people from discrimination based on the following sixteen grounds: disability, race, colour, ancestry, place of origin, citizenship, ethnic origin, religion, receipt of public assistance, gender identity, gender expression, sex, sexual orientation, marital status, family status, and age. If someone is treated unfairly in their housing but the reason is not related to one of these protected grounds, it is not considered discrimination under the Code, even if the person is deeply affected by it.
- **City of Hamilton Property Standards By-law** ([Property Standards By-law](#)). The City of Hamilton has rules, called by-laws, that property owners (including landlords) must follow to maintain their properties. If someone makes a complaint about a property not meeting these by-law standards, the By-law and Enforcement team will review the complaint. They may send an inspector to check the property. If the property is found to be in violation of the by-law, the City can issue fines and penalties to the property owner.
- **Ontario Fire Code**. The [Ontario Fire Code](#) sets rules to ensure fire safety. Landlords are responsible for following these rules, and the [Hamilton Fire Department](#) enforces them.

The **RTA's** definition of a [landlord](#) is an

***Owner of a rental unit or any other person who permits
occupancy of a rental unit.***

A landlord can also be someone who acts on behalf of the owner of the rental unit, for example a real estate agent, family member, or an employee of the landlord.

A note about residential tenancies that are exempt

Most people who pay rent to a landlord for a place to live are considered tenants under the RTA, but there are some exceptions. It is important to understand who qualifies as a residential tenant under the RTA, because people who are not considered tenants don't have the same protections. However, these situations may still be covered by other laws.

The most common exceptions are for people living in:

- a unit where [you share a kitchen or bathroom](#) with the landlord or the landlord's immediate family (spouse, parent, or child).
- a [housing co-operative](#).
- a [long-term care home](#).
- [seasonal or vacation accommodations](#), that are intended for people travelling, vacationing or used seasonally.
- a [unit shared with roommates](#), where you rent from a head tenant (who is on the lease), rather than directly from the landlord.

If your tenancy is exempt from the RTA, you are not protected as a renter and many of the rules in this guide do not apply to you. Get [legal help](#) to determine if you are covered under the law.

Most other residential tenancies are covered under the RTA, including:

- Rental of a condo unit
- Basement unit in landlord's home where you have your own kitchen and bathroom.
- Room rental where you don't share the kitchen or bathroom with the landlord.
- Rental units that may not be compliant with local zoning for instance an unlicensed rooming house.

In all these situations, you are protected as tenant like in any other rental accommodation.

1.2 Starting a tenancy

Rental housing in Hamilton is generally divided into a few broad categories:

- A) **Private market housing:** These are rental units owned by individuals, companies or property management firms and which charge rent based on the market rate. Note that in some cases, private market landlords can enter into agreements with governments or non-profit organizations to provide subsidized rents in a private rent building.
- B) **Affordable housing:** This category includes various types of housing owned or operated by the government or non-profit organizations and can have rents that are geared to the tenants' income. Sometimes units in privately owned housing also receive subsidies. Affordable housing includes:
 - a. **Social housing:** Includes non-profit housing and housing co-operatives (co-ops), often subsidized or operated by government or community organizations.
 - b. **Supportive housing:** Provides housing with additional support services, such as mental health or addiction supports.
- C) **Some other housing types:**
 - a. **Retirement homes:** Privately operated residences for seniors, usually offering meals, housekeeping, and social activities.
 - b. **Residential care facilities:** Provide accommodation and care services for individuals who need daily assistance due to health or disability-related needs.
 - c. **Rooming houses:** Typically consist of individual rooms rented out with shared kitchen and/or bathroom facilities.
 - d. **Student housing:** Often provided by post-secondary institutions or private landlords near campus, with terms specific to the academic calendar.

Note: The rights and responsibilities of tenants can vary depending on the type of housing you live in. If you're unsure about your current living situation or what regulations apply, seek legal advice or contact a local tenant support service. ([Hamilton Community Legal Clinic](#) – Tenant Rights | [City of Hamilton Tenant Support Program](#))

1.2.1 Finding housing

To get social housing you will have to apply, and you will be put on a waitlist. To apply you can contact [Access to Housing](#). Their contact details are in [Section 4](#) of this guide. Please note, wait times for social housing will be determined by the number of building selections you make, as well as other circumstances and factors. Wait times can be long.

Applying for social housing can involve several steps, as you will need to provide information about your income and household. You can get help with this process from the Housing Help Centre. Their contact details are in [Section 4](#) of this guide.

To find housing you will need to do some research. Where do you want to live? Hamilton has many different neighbourhoods, and it is a good idea to go see a neighbourhood you are considering to find out if it is a good fit for you and your family. For example, are there things you need like parks, libraries, and stores nearby?

There are many ways to look for housing, but some options to explore are:

- The Housing Help Centre and other community organizations that can help you. You can find their contact information in [Section 4](#) of this guide.
- Rental listings in your community: Look out for rent signs or bulletin boards in the neighbourhoods you are interested in.
- Online platforms like websites, such as:
 - [ViewIt.ca](#)
 - [kijiji.ca/real-estate](#)
 - [Facebook Marketplace](#)

When you go to see a unit make sure you look thoroughly. Consider taking pictures or bringing a friend. Check for signs of pests or mould. If things are broken, ask the landlord about fixing them. See the [Rental Viewing Checklist](#) below to compare rental units and help you decide which one best protects your rights and meets your needs.

Ask if the unit was first occupied after November 15, 2018. This will help you find out if the unit is rent controlled (see section below on paying rent for more details).

Be careful of rental scams, like supposed landlords asking for a deposit before you've seen the property. Tips on how to avoid rental scams can be found on the [RCMP website](#).

If you're renting a room:

- Ask whether the owner of the unit will be sharing a kitchen and/or a bathroom with you. If they are, you won't have rights under the RTA. This means you are not protected from things like illegal evictions or sudden rent increases (see section above on exempt residential tenancies).
- The same applies if you're renting from another tenant whose name is on the lease. Unless your name is added to the lease, you won't be covered under the RTA in that situation either.
- If you're renting a room and have roommates, consider asking if the landlord would be willing to give you your own individual lease, instead of having a joint lease with your roommates. On a joint lease, all tenants can be held responsible if one person doesn't pay rent or causes damage, even if they move out (see section below on joint leases for more details).

A note about rent-geared-to-income (RGI)

Tenants living in RGI housing, are generally covered under the RTA, with a few important exceptions:

Rent increases: Rent is recalculated annually based on the household's gross income. The HSA requires housing providers to use the most recent Notice of tax Assessment (NOA) to determine rent.

Income changes: Tenants must promptly report certain changes in income to their housing provider.

Guest policies: RGI housing providers may enforce stricter guest policies requiring tenants to report long-term guests or additional household members.

Transfers: Tenants in RGI housing can apply for a unit transfer if they meet specific criteria, such as changes in family size or accessibility needs. Contact your housing provider to find out if you qualify for a transfer. Apply for a transfer through [Access to Housing](#).

Tenants in RGI are covered under the RTA with regards to maintenance issues and eviction procedures, as well as other areas. If you're not sure what your rights are as a tenant in RGI housing, get legal help.

Under a pilot program, Hamilton also regulates rooming houses in certain parts of the city. If you are renting a room in a home where four or more unrelated people live and you live in Wards 1, 8 and part of Ward 14 (if you are unsure of what Ward you live in, use the [Find My Ward tool](#) to find out) the property is considered a rooming house, and your landlord must:

- [Apply for a Residential Rental Licence](#) under the Hamilton Rental Housing Licensing Program.

- Ensure the unit complies with zoning, building, property standards, fire safety, and health regulations.
- Post the licence visibly in the home once issued.

What this means for you:

- You should ask the landlord if the unit is a licensed rooming house. If not, this could impact your safety, tenant protections, and access to municipal support.
- You can contact Hamilton's Licensing & Bylaw Services to verify if a unit must have a rooming house licence or to report unlicensed rentals. Call [905-546-2782](tel:905-546-2782) [option 2](#) or email rentalhousing@hamilton.ca.

1.2.2 Lease agreements

A lease is a rental agreement between the tenant and the landlord. Among other things, the lease should include:

- The rent amount and when it is due.
- What is included (for example, hydro, water, parking, internet etc.).
- The lease term (usually it is a one-year lease, which automatically becomes month to month, if not renewed). See note below for more information on the end of a lease term.

If a lease includes terms that go against the law, like what's written in the Ontario *Residential Tenancies Act (RTA)*, those terms are not valid. For example, even if your lease says you're not allowed to have overnight guests, not allowed to sublet your place, or that you must do repairs yourself, those parts of the lease do not apply because they break the rules set by the RTA.

Note: Leases can include a no pets clause, however you cannot be evicted for having a pet. See below for more information on pets.

Even if you make a verbal agreement to rent, you are still covered under the *RTA*. If your lease is not on an [Ontario's Standard Form of Lease](#) or you made a verbal agreement, you can ask for a standard lease from your landlord. Landlords must give you a standard lease upon your written request. If your landlord does not give you a standard lease, you may be able [to end your lease early](#).

It is important to keep a copy of your lease on hand, so you can refer to it if there are any disagreements between yourself and your landlord.

A note on the end of a lease term

Leases are often for a term of one year. When your lease term ends, you are not required to sign another lease to continue living in your unit, although you can if you and your landlord want to. Your tenancy automatically continues on a month-to-month basis. This means you can choose to move out at any time after the end of the lease, if you provide proper notice (see section below on [Ending a Tenancy](#)). This means your landlord cannot require you to move out after the end of the term. As a tenant, you have the right to stay in your home as long as you want, unless your landlord follows the proper steps under the law to end your tenancy.

1.2.3 Joint leases

If you're renting a place with roommates or friends, your landlord might ask everyone to sign one lease together. This is called a joint lease. It means all of you are equally responsible for the rent and any damage to the unit – even if only one person causes damage or does not pay their share for rent.

If one person doesn't pay their share of the rent, the others will also be held responsible for the unpaid rent. If the full rent isn't paid, the landlord can apply to take everyone on the lease to the Landlord and Tenant Board (LTB) and try to evict the whole group. If the LTB says you owe money, even because of someone else's actions, it could make your credit worse, allow the landlord to freeze your bank account, or take money from your paycheque.

The same rule applies to damage. If your roommate breaks something, all tenants on the joint lease can be held responsible, even if you weren't involved.

This type of lease is common for students or people sharing housing. If one person moves out, graduates, or gets a new job elsewhere, they are still legally responsible for rent and damages unless the landlord agrees in writing to take their name off the lease. Everyone listed on the lease, including the landlord, must agree before any names can be added or removed from a joint lease.

This also means that your landlord may only agree to add or remove tenants from a lease if a new lease is created and agreed to. In this case you are making a new agreement, and any terms of the lease can be changed, including the amount of rent charged for the unit. It essentially becomes a brand-new tenancy. Your landlord also does not have to sign a new lease with you.

If possible, ask for your own lease instead of signing one with others. That way, you are only responsible for your own rent and actions. Just know that with an individual lease, the landlord can choose who rents the other rooms, which means you won't have control over who your roommates are.

Note: In some buildings that are meant for seniors, younger people may not be allowed to live with a senior until they reach the required age. If the senior moves out or passes away, the younger person might not be allowed to stay and could face eviction. If you're in this situation, make sure to ask the landlord or housing provider about the rules and whether you can be added to the lease or for accommodations in the event of the passing of the other tenant.

1.2.4 Rental deposits and other fees

When signing a new lease, many landlords require a rent deposit before you move in. A legal rent deposit is the equivalent of one month's rent. The landlord likely will also ask for your first month's rent before you move in as well. Please note:

- Pre-paid first month's rent will be applied to the first month of your tenancy.
- The last month's rent deposit is held by the landlord and must only be used to cover your final month of rent. It cannot be used for any other purpose.
- A landlord [cannot charge more than one month's rent](#) for this deposit. Unfortunately, it is common for landlords to ask for more than first and last month's rent deposit, even though that is not permitted under the *RTA*.

Landlords are required to pay interest on your last month's rent deposit every year.

- The interest rate is equal to the [annual rent increase guideline](#). In 2025, for example, 2.5% will be applied to the last month's rent deposit.
- If your rent has increased according to the guideline, the interest owed can be used to top up your deposit, so it matches your current rent.

Other permitted deposits:

- A [landlord may also ask for a key deposit](#), but it cannot exceed the cost of replacing the key. These amounts are refundable when you return the keys at the end of the tenancy.
- Only rent and key deposits are legal in Ontario. It is illegal for landlords to charge a damage deposit or a pet deposit. For more information review the [RTA for additional charges prohibited](#).

1.2.5 Pets

If a tenant informs the landlord in advance that they have a pet that will be residing in the rental unit, the landlord has the right to refuse the rental application. Once a tenant has signed a rental agreement, however, the [landlord cannot evict the tenant solely for owning a pet, even if the lease includes a no-pets clause](#).

If a tenant's pet causes issues – such as excessive noise, severe allergic reactions, posing a safety risk, or [causing damage](#)—the [landlord may require the tenant to remove the pet](#) or issue an eviction notice.

Further points to note:

1. City by-laws: Some pets may be restricted under local by-laws. For instance, Hamilton's [Responsible animal ownership by-law](#).
2. Condominium rules: Condominium properties may impose their own pet policies, but these rules must be applied equally to both tenants and property owners.

Support animals are exempt from pet restrictions and must be allowed under reasonable accommodation requirements unless it causes undue hardship to the landlord or other residents.

1.3 Guests

Tenants have the legal right to decide who enters their home, and landlords cannot control or limit who visits the rental unit or how long the guests stay. Additionally, your [landlord cannot raise your rent or impose extra fees due to the presence of guests](#).

However, tenants are responsible for their guests' actions. If a guest damages property, the tenant, as the leaseholder, will be held responsible for any damage to the rental unit or the broader residential complex. For more tips on resolving problems with your landlord and maintaining your tenancy. Please see [Appendix A](#), [B](#) & [C](#) below.

In Rent-Geared-to-Income (RGI) housing, the right to have a guest is more complex. Since rent is based on the tenant's income and the unit size is determined by the number of people living in the unit, housing providers may impose restrictions on the duration of a guest's stay. In RGI housing, tenants must be provided with a copy of the housing provider's guest policy. It is important to note that a guest policy that completely prohibits guests is illegal.

1.4 Paying rent

As a tenant, your most important responsibility is to pay your rent in full and on time each month. Rent is due on the date stated in your lease. Typically, this is on the 1st of the month. You and the landlord can make an agreement on how rent will be paid (cheque, cash, automatic withdrawal). Landlords [cannot require post-dated cheques](#). If you and your landlord cannot come to an agreement, [you have the right to pay your rent in cash and get receipt from your landlord](#). Once you and your landlord make an agreement, your landlord cannot change the payment method without your consent.

Important Tip: It is best practise to always ask your landlord for rent receipts and keep a copy for your records. Your landlord is legally required to give a receipt if you ask for one, even if you pay in cash or e-transfer.

A note about withholding rent

Even if you have maintenance issues or disputes with your landlord, you must continue paying rent. Never withhold rent to try to get your landlord to act. There are other ways tenants can get their issues resolved. See the section below on [tenant applications](#).

If you don't pay rent, your landlord can issue a Form N4 Notice (Notice to End Your Tenancy Early for Non-payment of Rent) and can apply to the LTB to evict you.

You must also pay your rent on time every month. If you are regularly late with your rent, your landlord could issue a Form N8 (Notice to End your Tenancy at the End of Term) and then can apply to the LTB to evict you.

Also, if your tenancy continues into the next year, you may be entitled to interest on your last month's rent deposit. This is like a small refund or credit toward your rent. The landlord must pay it every year, if you're still living in the unit, based on rules in the RTA.

If you have fallen behind on paying rent, you must find a way to catch up and pay your rent on time going forward. You should always get [legal advice](#) before you agree to a repayment plan with your landlord. See [Section 2](#) on Evictions for more details about the eviction process, repayment plans and what happens when you receive an N4.

1.5 Rent increases

In Ontario, landlords must follow provincial guidelines for rent increases. Your landlord cannot introduce new fees whenever they choose, and only certain additional charges are permitted by law. These guidelines limit the amount by which rent can be raised annually, as determined by the Government of Ontario.

Landlords can only raise rent:

- once [every 12 months](#); and
- must provide tenants [with 90 days' written notice](#) before implementing any rent increase.

The [rent increase guideline](#) is based on Ontario's Consumer Price Index (CPI) and is published annually. Some rental units are exempted from the guidelines, as discussed below.

For instance, if the rent increase guideline for 2025 is 2.5%, and your current rent is \$1,200, then the maximum allowable increase would be:

- $\$1,200 \times 2.5\% = \30
- $\$1,200 + \$30 = \$1,230$

The landlord cannot raise your total rent above \$1,230 without approval from the LTB.

Some rental units are exempt from the provincial rent increase guidelines. This means there is no limit on the amount rent can be raised in the following unit:

- Rental units that were first built or [occupied after November 15, 2018](#), are not subject to the guideline rent increase. In these units' landlords must still give 90 days' notice of a rent increase and cannot increase the rent more than every 12 months.
- RGI housing usually has separate rules governing rent increases.

1.5.1 Above-guideline increases (AGI)

Quick AGI Tenant Checklist

- Only major costs can justify an AGI.
- Routine repairs or upkeep don't count.
- AGIs are limited to three consecutive years.
- You can ask for a detailed breakdown of your landlord's costs.
- City-funded affordable units have extra AGI protection.

- Working together with other tenants in your building is helpful.
- The Tenant Support Program helps tenants with AGIs. Contact them for information and support.

A note about AGIs

For AGIs related to capital work and security upgrades, landlords can only apply to the LTB to raise rent by up to 9% over three years, in addition to the rent increase guideline. For AGIs related to tax increases, landlords can ask for an LTB order to implement that increase all at once. Landlords can also apply for multiple AGIs consecutively. While AGIs are meant to be temporary, reverting to regular rent once the useful life of the capital improvement has been completed or if taxes decrease, this doesn't happen in practice. AGIs are important for tenants to watch, as they can lead to significant rent increases that, over time, may force some tenants to move because they can no longer afford the rent.

If you've received a notice about an AGI, the Hamilton Tenant Support Program can help. See [Section 4](#) for more details.

An Above-Guideline Increase or AGI is when a landlord asks the LTB to approve a rent increase that goes above the amount that is normally allowed. AGIs can be a complicated process. If your landlord gives you an AGI notice, it's important to get legal help. You can contact the [Hamilton Community Legal Clinic](#) for free legal support.

Landlords can apply to the LTB for an AGI if they have:

- Capital expenditures: Significant repairs or improvements have been made, such as replacing roofs, elevators, or plumbing systems.
- Tax or utility costs: Extraordinary increases in property taxes or utilities have occurred.
- Security costs: Significant increases in operating costs for security, including start up costs.

If you receive [notice of an AGI application](#) from your landlord, you can challenge it at the LTB. During the hearing, landlords must provide detailed evidence justifying the increase, while tenants may also present evidence or question the necessity of the expenses.

Note: AGIs often follow disruptive renovations that are done at a rental building. If you experience disruptions due to the landlord's capital repairs, consider getting legal help as soon as possible about your options.

How does the AGI process work?



Step 1 - Notice: Your landlord must provide you with an N1: Notice of Rent Increase, along with 90 days notice.

Step 2 - Mediation: The LTB may schedule a Case Management Hearing to allow the landlord and tenant to try to come to an agreement about the amount of the AGI.

Step 3 - Hearing: The LTB will hold a hearing where:

- The landlord must prove the need for the increase with detailed evidence.
- Tenants have the right to attend and challenge the increase by:
- Questioning if the work was necessary.
- Arguing that the costs are too high.
- Showing that the landlord has [seriously breached their duty](#) to maintain apartment units or the rental complex or haven't complied with work orders.
- Showing the rent increase would cause financial hardship.
- Arguing that the work is substantially cosmetic in nature.

A note about paying AGIs retroactively

It's important to understand that if you don't pay an AGI when you receive notice, and the landlord's application is later approved by the LTB, you will owe the increased amount retroactively—from the date you were first notified.

Depending on how long the LTB hearing takes, this retroactive amount could add up to thousands of dollars. Tenants are encouraged to set aside the increased amount, if possible, in case the landlord's application is approved. This will help ensure you're prepared to pay any balance owing.

If the amount isn't paid once the AGI is approved, it is considered rent arrears, which could put you at risk of eviction. Get [legal help](#) if you are in this situation.

Additional considerations about AGIs:

Limitations on AGIs: AGIs cannot be applied to the rent for more than three consecutive years. After three years, the landlord must apply for a new AGI if further increases are needed.

Breakdown of costs: Tenants can request a detailed breakdown of the landlord's expenses justifying the AGI. This includes itemized costs for:

- Capital repairs
- Extraordinary taxes
- Significant security cost increases

Ineligible Expenses: Note that routine, everyday maintenance costs or work undertaken to maintain an item in its operating states **cannot** be used to justify an AGI.

Examples of non-eligible expenses:

- Janitorial services
- Elevator servicing
- General building maintenance
- Minor plumbing fixes
- Regular upkeep and cleaning

NOTE: Only significant repairs, improvements, or extraordinary cost increases qualify for an above-guideline increase (AGI). If your unit is labeled as City-funded affordable housing in Hamilton (not social housing), stricter rules apply. The City's policy limits AGIs on those units to keep rent lower for those who need affordable housing.

Quick Reference: Key tenant tips on rent, fees and AGIS

Item	Can it change during the tenancy?	What to watch out for
Rent	Yes, once per year (following rules)	Must receive 90 days' written notice
Vital Services Included in rent (water, heat)	No	Landlord cannot start charging a different amount without following a process
Parking (if separate)	Yes, with proper notice or agreement between tenant and landlord	Check lease terms carefully
Laundry (per-use)	Yes, machine costs may rise	Must remain reasonable
Above-guideline rent increase (AGI)	Only with LTB approval	Tenants can attend hearings to challenge the AGI
Damage deposits	No	Only last month's rent deposit is legal

1.6 Maintenance and repairs

Quick tips on maintenance and repairs:

- **Keep all communication in writing.** If you have a verbal conversation with your landlord, follow up with an email to confirm what was said. If you can't do that, write it down and make sure you note the date and time the conversations happened.
- **Talk to your landlord about problems.** If something breaks or isn't working, tell your landlord or superintendent in writing right away. Be clear and polite, it helps solve issues faster and protects you if the problem isn't fixed.
- **Get legal help.** If you have questions about issues in your unit or building, or if your landlord isn't responding to maintenance requests, get [free legal help](#).
- **Think about getting renters' insurance.** This protects your belongings in case of fire, flood, or theft. It's usually affordable and gives peace of mind.
- **Read and know your lease.** The standard lease covers many things, but some details are separate agreements between you and your landlord. Take time to review your lease carefully so you know what to expect throughout your tenancy.
- **Attend tenant or resident meetings.** These meetings help you stay informed, share concerns, and be part of decisions about your building.

Your landlord has a legal responsibility to ensure your rental unit is in safe, healthy, and livable condition. Landlords are legally required to maintain their rental properties in good repair, address health and safety issues, provide adequate heating, handle pest control, and comply with all applicable maintenance standards. This is true even if you signed a lease agreeing to accept the unit "as is" or if you were aware of the condition before you moved in.

The *Residential Tenancies Act (RTA)* and City of Hamilton regulations such as the Property Standards By-law, govern these obligations. They provide protection for tenants and set consequences for landlords who do not maintain the properties they rent.

Landlords must maintain your rental units and common areas, including:

- Plumbing, electrical, heating, and structural systems.
- Appliances provided with the unit.
- Common spaces such as hallways, stairwells, parking areas, and laundry rooms.

As a tenant you have maintenance responsibilities too. You must:

- Keep your place in a state of reasonable cleanliness.
- Be sure not to damage your rental unit or allow your guests to do so.
- Tell your landlord if anything needs repairs right away, so they can fix the issue without the problem getting worse.
- Allow your landlord to enter your unit to do repairs if they follow the notice rules.

If repairs are needed, tenants can follow the steps below. The goal is not only to get the issue resolved, but also to document the situation in case the landlord fails to meet their maintenance responsibilities. By following these steps, you'll create a clear timeline showing that you reported the problem, gave the landlord a reasonable chance to fix it, and took legal action when it wasn't addressed.

Steps to request repairs



Step 1: Notify your landlord.

- Report maintenance issues in writing (email, text, letter).
- Include the date, the problem, and a deadline for them to complete repairs. Keep a copy of all communication.

Step 2: Allow reasonable time for repairs.

- Landlords should respond depending how severe the issue is.
- As soon as possible for vital services or significant safety issues; more time for minor issues.

Step 3: Follow up if needed.

If no action is taken, send a reminder in writing asking for an update within a reasonable time.

Step 4: Take further action.

- File a By-Law Complaint: In Hamilton, contact (905) 546-2782 (Option 1) or report online.
- Call the RHEU at their toll-free phone line: 1-888-772-9277.
- File a T6 Application: Submit an application to the Landlord and Tenant Board (LTB) seeking an order for repairs, rent abatements, or compensation.

If you are unsure of what your landlord is required to fix reach out to the resources listed in [Section 4](#). They will be able to help you.

1.6.1 Pest control

- Landlords must provide effective pest control for both the interior and exterior of rental properties.
- Tenants must notify/report to landlord the sight or existence of pests in a rental unit.
- Tenants are required to cooperate by preparing their unit for treatment. This may involve moving furniture or bagging clothing and other items.
- If a tenant requires assistance or accommodations due to a disability, the landlord has a [duty to accommodate](#).
- See [Section 4](#) for more information about help you can get if you have pests from agencies such as [Public Health](#).

1.6.2 Heat

- Landlords must maintain a [minimum temperature of 20°C](#) (68°F) inside rental units from September 1 to June 15.
- A landlord's failure to provide adequate heat can result in by-law fines or orders from the LTB.
- If you do not have heat, or do not have adequate heat, [contact Hamilton's By-law enforcement department](#) to make a complaint. Other organizations in [Section 4](#), such as the legal clinic, could also assist you.

1.6.3 Air conditioning

Landlords are generally not required to provide air conditioning in rental units unless it's explicitly stated in the lease agreement.

- If included in lease, your landlord must provide, maintain, and repair air conditioning at no extra cost to you.
- If not included in your lease:
 - Tenants must seek and receive approval from landlord to confirm safe installation of any form of air conditioning (be it a portable or window air conditioner).
 - Landlords cannot charge a fee unless the lease explicitly allows it, and any charge must be in line with the cost of the extra electricity used.

Note: In June 2023, Ontario proposed legislative changes concerning air conditioning standards, but these have not yet been fully enacted into law.

1.7 Landlord's right to enter the unit

Your landlords may enter your rental unit:

- With 24-hour written notice - Your landlord may enter to do repairs, maintenance, inspections, for reasonable purposes mentioned in the lease, or to show the unit to prospective buyers.
 - The written notice must include the date and time they will enter (must be between 8:00 a.m. and 8:00 p.m.) and the reason for entering (which must be reasonable).
- Without notice:
 - If there is an emergency (e.g., fire, flood).
 - With your consent.

Note: For an overview of your landlord's responsibilities, please refer to [Appendix F](#) – Landlord's responsibility tip sheet. This tool provides a quick reference to the most important duties your landlord must fulfill under *Residential Tenancies Act*, including maintenance, repairs, vital services, privacy, and more.

Landlords may authorize agents, superintendents, or contractors to enter the unit, if the conditions above are met. The landlord or agents may enter even if you are not home.

1.8 Emergency repairs and tenant actions

In the event of emergencies (e.g., gas leaks, severe water leaks, power failures) here are some steps you can take right away:

- Immediately contact the landlord and inform them of the emergency. You should do this in writing whenever possible. If you have a phone call with your landlord, afterwards send a text or an email.
- Document the issue with photos or videos for records.
- Mitigate damage if safely possible (e.g., shutting off water supply).
- Arrange emergency services if the landlord is unreachable or fails to respond in a timely manner.
- Contact your insurance agent if you have renters' insurance coverage and your property has been damaged.

Your landlord could face consequences if they do not comply, such as:

- Municipal by-law fines: Landlords can be fined for breaching property maintenance and safety standards.
- LTB orders:
 - Compensation to tenants for harm, inconvenience, or additional costs.
 - Rent Reduction for periods where the unit was not adequately maintained.

A note about vital services

Landlords are not permitted to withhold vital services, even if you haven't paid rent. Vital services are hot and cold water, heat in the winter, electricity, fuel, and natural gas.

If your landlord has unreasonably interfered with your vital services or threatened to do so, you should take immediate action.

- Immediately put something in writing to the landlord explaining it is illegal to turn off vital services
- Contact the [RHEU](#)
- Contact [local by-law enforcement](#)
- Consider filing a T2 tenant application with [the LTB](#), even after vital services have been returned

Withholding vital services is an offence under the RTA and is taken more seriously than other maintenance responsibility breaches by the LTB and the RHEU.

1.9 Tenant LTB applications

If you have told your landlord of an issue and your landlord has failed to correct it, you can file an application against your landlord to the [Landlord and Tenant Board \(LTB\)](#).

You can file a tenant application for issues with your landlord like not doing repairs, charging you illegal rent, entering your unit without giving a proper notice, and other violations of the RTA.

Once your application is filed, the LTB may schedule a hearing with you, your landlord, and an LTB member. During the hearing, you will need to present your evidence to support your claim that your landlord has violated the law. [See Section 2](#) for information on how to prepare for a hearing and what to expect at a hearing.

A note about deadlines to file tenant applications

If you're having problems with your landlord and want to apply to the Landlord and Tenant Board (LTB), you usually have 1 year from when the issue happened to file your application. This is a strict deadline and missing it by even one day could mean your case won't be accepted. If the problem is still happening (like ongoing repairs or harassment), you might have more time, but it's important to get legal advice. The LTB will only look at problems that happened within 1 year before you applied. That means any remedy you ask for can only go back one year from your application date. So don't wait—apply as soon as you can!

However, if you were forced to move out for major repairs or renovations (renovictions) and weren't given the chance to move back in, you may be able to file a claim within 2 years from the date you moved out.

1.9.1 LTB tenant forms

Form	When to use it
T1 Tenant Application for a Rebate of Money the Landlord Owes	This form can be used if you believe your landlord owes you money that they have not paid, or if you believe they collected money from you that they shouldn't have. For instance, if your landlord collected an illegal deposit from you, if you were charged an illegal rent increase, or if your landlord did not use your last month's rent deposit for your last month's rent. See the T1 instructions for the full list of reasons. You must have evidence to support your claim. Steps to Justice has a guided pathway to help tenants fill out this form. If the LTB agrees with you, they can make the landlord pay you the money you claim on the form.

Form	When to use it
	You must file this application within 1 year of the date your landlord was supposed to pay you the money or the date you paid an illegal charge.
<u>T2</u> Application about Tenant Rights	There are a number of reasons you can use this form, including your landlord or landlord's agent: • Entered your unit without proper notice • Locked you out of your unit • Substantially interfered with your reasonable enjoyment of your unit • Harassed you or withheld vital services See the <u>T2 instructions</u> for the full list of reasons. You must have evidence to support your claim, including dates and times that the issues took place. This also applies to the remedies you are asking the LTB to order the landlord to give you. If the issue involves discrimination, you may want to file an application with the <u>Human Rights Tribunal</u> instead. Get legal advice if this is your situation. You have one year from the date the incident happened or if it is ongoing, one year from the date of the last incident.
<u>T3</u> Tenant Application for a Rent Reduction	This form can be used when you believe your rent should be reduced because: • Your landlord has taken away a service or facility that you previously had in your unit or complex. • Your landlord is paying less municipal taxes for the complex due to a decrease in taxes charged Usually, you fill out this form if you don't want the service back or the landlord can't give you the service back (for example cannot get cable service to the building anymore). If the LTB agrees with your evidence, then they will order your landlord to reduce your rent. If you wish the service to be returned, you should also file a T2. You must file a T3 within 1 year of the date you lost the service.

Form	When to use it
T4 Landlord did not Comply with an Agreement to Increase Rent Above the Guideline	This form is related to the N10 notice. Landlords and tenants can agree to a rent increase in exchange for certain repairs or additional services. Tenants can file a T4 to get their money back if they have paid the extra rent and the landlord has not completed the agreed upon work. For this application, you have two years from the date the rent increase took effect to submit to the LTB.
T5 Landlord gave a Notice of Termination in Bad Faith	Use this form if you believe your landlord gave you an N12 or an N13 in bad faith (see Section 2 on eviction notices for more details). Bad faith means the landlord did not actually intend to use the unit or complete the renovations, demolition or conversion as stated in the notice. You can also use this form if you were given an N13 for renovation and were not allowed to move back into the unit when the work was completed, even though you had notified your landlord of your intentions in writing before moving out. This is called the right of first refusal. To file this form, you must have already moved out of the unit. You have 1 year after the date that you vacated the unit to file this application. You have 2 years from the date you vacated if you were not given your right of first refusal. For more information on what to do if you still live in your unit but fear your landlord is evicting you in bad faith, see section 2 on the eviction process and section 4 for free legal help.
T6 Tenant Application about Maintenance	This form is used when you believe your landlord has not kept up their maintenance responsibilities and/or has not met health, safety, housing or maintenance standards. You can file this application even if the problem has been fixed, if you file within one year of the date of the incident. Any remedies you list on your T6, can only go back one year from the date you file the application. Steps to Justice has a guided pathway, to help tenants fill out this application.

Form	When to use it
	You should gather evidence to support your claim. See flow chart above on how to talk to your landlord about tenant issues. You should also have evidence to support any remedies you ask for.
T7 Tenant Application about Suite Meters	There are rules in the RTA regarding how utility costs should be dealt with. This form is for tenants who don't believe their landlord has followed the rules before terminating their obligation to provide all, or part of the electricity to the unit and requiring you to pay it all or in part. See the T7 instructions for help in completing this application.

All tenant forms can be found on the [LTB website](#), along with instructions on how to complete them. Be sure to get legal advice before you submit your application.

You must pay a [filing fee](#) to submit an application to the LTB. However, tenants with low income may qualify for a fee waiver. You can apply using the [Fee Waiver Request form](#) available on the LTB website.

Note: You can ask that if you are successful at the LTB, that the landlord must pay your filing fee back in the remedies section of any tenant application.

1.9.2 Evidence

For every LTB application, having clear and detailed evidence is essential. The LTB will only consider remedies if you can provide proof of what happened and how it impacted you.

Types of evidence that are helpful, include:



Photos or videos showing the problem (e.g., damage, unsafe conditions).



Emails, letters, or texts between you and your landlord.



Witness statements from neighbours, support workers, or others who saw or heard what happened.



Notes or logs that include dates, times, and a description of each issue.



Receipts or bills for repairs, replacements, or services you paid for due to the issue.



Inspection reports or work orders from by-law officers or professionals.

Note: Always date your evidence and organize it in a timeline (i.e., from first event to last) as it helps the LTB understand what happened and the seriousness of the issue.

A note about why filing at the LTB is worth it

Many tenants ask whether it's worth the effort to file a tenant form at the LTB and attend a hearing. Here's why it often is:

- Even if you don't win every remedy, filing helps document the issue and shows the landlord you're serious.
- The process can result in repairs being completed, money being returned, or improper behaviour being stopped.
- In many cases, landlords may resolve issues before the hearing once they know a formal application has been made.
- Legal clinics can help you prepare for hearings, and tenants often succeed when they are prepared and present evidence.
- Landlords are not allowed to retaliate against you for filing tenant applications. If they do so, tenants should document the retaliation and may be able to include it in their tenant application.

You don't have to go through it alone—support is available, and the system does work for many tenants who assert their rights.

1.9.3 Remedies

When you file a tenant application with the LTB, you must clearly list any remedies you want. A remedy is what you're asking the Board to do—such as ordering the landlord to stop an action, complete repairs, or pay you compensation.

- You can ask for more than one remedy in your application.
- The LTB can award up to \$35,000 per application.
- If you don't ask for a specific remedy, the LTB likely won't order it—even if they agree the landlord was in the wrong.

- It's okay to ask for what you believe is fair, even if you're not sure the LTB will agree. Include everything you think you're entitled to, and back it up with evidence.
- Make sure each of your remedies connects to a reason and has evidence to back it up.

Example: If your landlord entered without permission and also cut off your heat, you could ask for a rent abatement (money back on some of the rent you paid) and compensation for the impact on your health or safety.

1.10 Disability accommodations

The Ontario Human Rights Code ([The Code](#)), says that tenants have human rights in housing. It is illegal for landlord to discriminate or harass tenants. It also says landlords must help with human rights needs that tenants have in housing.

The Code protects people from discrimination in housing based on the following sixteen grounds: disability, race, colour, ancestry, place of origin, citizenship, ethnic origin, religion, receipt of public assistance, gender identity, gender expression, sex, sexual orientation, marital status, family status, and age.

The Code also says that landlords must help tenants with human rights needs they have (for example, needs relating to a disability) so that they can fully access and enjoy their rental unit. This is called the “duty to accommodate”.

If you need accommodation, for example because of a disability, you should:

- Notify your landlord in writing about your disability and the specific accommodations you require.
- Give information regarding your limitations and restrictions, including medical documentation if your landlord asks for it. While landlords may ask for medical documentation related to your accommodation requests (for example a doctor’s note stating the accommodations you require), they cannot demand specific details about your medical diagnoses.
- Engage in discussions with your landlord to explore possible accommodation solutions and collaborate on managing the process.

Note: Your landlord must keep any information you give them about your accommodation request confidential.

You can ask for an accommodation at anytime, even if your needs have changed since a previous accommodation. If you need further support, contact the [Tenant Support Program](#) for help.

Landlords have a [duty to accommodate](#) their tenant’s disabilities up to the point of “undue hardship.” This means that a landlord can only be excused from their duty to accommodate if they can prove:

- The costs of accommodation would be so high that it would affect the very survival or change the essential nature of the landlord’s business.
- No outside sources of funding are available to assist with paying for the accommodation.

- Significant health and safety risks would arise from providing the accommodation, and these risks would outweigh any potential benefits.

If your landlord does not respect your human rights, or refuses to accommodate you, you can submit an application to:

The [Human Rights Tribunal](#) (you can seek legal advice from the [Human Rights Legal Support Centre](#) or the [Hamilton Community Legal Clinic](#)) or, the LTB (see information above on T2 applications).

1.11 Ending a tenancy

If you're planning to move out of your unit, there are a few key questions to consider.

Has your lease ended or is it about to end?

If your fixed-term lease is coming to an end (for example, a one-year lease), you can end your tenancy by giving your landlord 60 days' written notice before the end of the lease or rental period. It's best to use the [N9 Form](#) – Tenant's Notice to End the Tenancy

Example: If your lease ends on June 30, you must give notice by April 30.

Are you on a month-to-month tenancy?

Once your lease has ended and you continue renting month to month, you can move out at any time with [60 days' written notice](#)—again, aligned with your rental period, using the [N9 Form](#) – Tenant's Notice to End the Tenancy.

Important: Your notice must end on the last day of your rental period, which would be the day before you are supposed to pay your rent. If you pay rent on the 1st of the month, then your notice must end on the last day of the month. Your landlord is not required to accept late or shortened notice.

Example: You cannot give notice on June 8 to leave on August 8. You also cannot give notice June 4 to leave on July 31.

Are you still within a fixed lease term?

If you are still within your fixed term lease, you cannot break it without consequences, unless one of the following applies:

- The landlord agrees in writing to terminate the lease early, such as an [N11 agreement](#). Sometimes a landlord will only agree if the tenant agrees to pay a penalty to break the lease. If this happens, please seek legal advice.
- The [tenant brings a tenant application](#) at the LTB requesting the tenancy be terminated, which is then granted. The LTB will only end a tenancy in this way based on serious problems with the tenancy and it can take several months for the LTB to decide.
- For tenants experiencing domestic or sexual violence, special provisions under the *RTA* allow them to terminate their fixed lease early by providing [28 days' notice](#). To use this provision, tenants must complete the Tenant's Notice to End the Tenancy Because of Fear of Sexual or Domestic Violence and Abuse ([Form N15](#)) and include supporting documentation, such as a restraining order or a [tenant's statement](#). The notice and documentation must be provided to the landlord, and the termination date must be at least 28 days after the notice is

given. Tenants cannot be penalized for breaking the lease under these circumstances.

- [A tenant assigns the lease to another person](#) who takes over the agreement from that point forward. There are several things you need to do to assign a lease. Please seek legal advice or support from tenantsupport@hamilton.ca.
- If your tenancy agreement began without an [Ontario Standard Form of Lease](#) you can demand, in writing, that your landlord give you a signed copy of a standard lease. If your landlord does not give you a standard lease, you may be able [to end your lease early](#). Please seek legal advice or support from tenantsupport@hamilton.ca.

Note: that if you leave without doing one of these, your landlord can take you to the LTB for unpaid rent. See the following section on evictions for more details.

1.12 Common housing questions

I complained because something wasn't being fixed and now my landlord is harassing me. What do I do?

It's illegal for your landlord to retaliate or harass you for asserting your rights. Document everything (emails, texts, dates), creating a timeline of the events that have happened.

There are community resources that can assist you to file a complaint or guide you through next steps. Some agencies that may be able to help you are:

- [The Tenant Support Program](#)
- [The Hamilton Community Legal Clinic](#)
- [The Rental Housing Enforcement Unit](#)

My landlord isn't responding to me at all. What do I do?

Start by keeping written records of all attempts to contact them. If there's an urgent issue (e.g., no heat, flooding, safety concern), and your landlord is unresponsive, you may need to escalate the matter. This could mean making a complaint to the [By-law Enforcement](#) if it involves maintenance or repairs or even the [Landlord and Tenant Board](#).

There are community resources that can assist you. If you are not sure who to contact, reach out to the [Tenant Support Program](#). We can advise you on where to get help.

I don't think the room I'm renting is to code, but I worry my landlord will just evict me for complaining. How should I manage this?

You have the right to safe, legal housing. A landlord cannot legally evict you just for reporting a problem. Contact By-law Enforcement if you would like an inspection of your rental. If you would like legal advice about your rights contact the [Hamilton Community Legal Clinic](#). If you are not sure what steps to take contact the [Tenant Support Program](#). We can help you understand your options.

My son has acute needs and can sometimes make a lot of noise. My neighbours have complained to our landlord. How do I address this?

You cannot be evicted for having a child with disabilities or special needs. However, it's helpful to communicate openly and try to reduce conflict where possible. Contact us at tenantsupport@hamilton.ca—we can help you connect with resources to advocate for your family and find inclusive housing supports, if needed.

There has been fire/flood in my unit, what should I do?

Your safety comes first, evacuate if necessary and contact emergency services if the situation is severe.

Once safe, do the following:

1. Contact your landlord to report the damage and ask about temporary accommodation.
2. Call [Bylaw Enforcement](#) for immediate health and safety concerns.
3. Contact the [Hamilton Community Legal Clinic](#) for legal advice about your rights.
4. Reach out to tenantsupport@hamilton.ca or call [905-546-2424 ext. 1340](tel:905-546-2424) for other tenant-related concerns. We can help you navigate emergency housing options and repairs.
5. If you have tenant insurance, contact your insurance provider to find out if your policy covers things like temporary housing or replacement of personal belongings.

For additional tips see [Appendix B](#) below.

2. Section 2 – Evictions

At the first sign of an eviction issue, it is crucial to access free legal help. Acting early can help protect your rights and ensure you understand the steps you need to take.

There may also be other supports available to you to help prevent your eviction, such as financial help to pay any rent arrears, mediation services and help to find new housing. Please see Section 4 of this guide for more information about supports available to you in Hamilton.

Quick tips if you are facing an eviction:

- **Keep communication in writing.** Try to email or text your landlord so you have a record. If you talk in person or by phone, write down the date, time, and what was said.
- **Don't sign anything without legal advice.** You are not required to sign an eviction notice. Signing is voluntary and usually only happens if you choose to move out. See [section on N11s](#).
- **You don't have to move out by the date on the notice.** Most tenants have the right to a hearing before they can be evicted. See [Eviction Notices section](#) for what to expect depending on the type of notice you received.
- **Make sure to attend your hearing.** If you don't show up, the landlord will likely get an eviction order. If you miss your hearing, there may still be options—see below for more info.
- **Get legal help.** No matter where you are in the eviction process, it's a good idea to get legal advice. Free [legal supports](#) are available to many tenants, and these services can help figure out what kind of help you qualify for.

2.1 The eviction process

While there may be various reasons why a landlord may want their tenant to move out, these are the main reasons that people can be legally evicted from their homes in Ontario, as defined by the [Residential Tenancies Act](#) (“RTA”).

- Rent Arrears (falling behind on rent)
- Persistent late payment (regularly paying your rent late, even by one day)
- Damages to the unit
- Substantial interference (seriously disturbing other tenants or the landlord)
- Impairing safety (putting your own or other people’s safety at risk)
- Overcrowding
- Misrepresentation of Income (if tenant lives in Rent-Geared-to-Income housing)
- Landlord’s own use
- Purchaser’s own use
- Renovation
- Demolition or conversion
- Illegal Act

Note: A landlord selling the unit is not grounds for eviction. A tenant goes with the sale unless the purchaser wants the unit for their own use. In that case, your current landlord must begin the formal eviction process through the LTB on behalf of the purchaser.

Your landlord cannot evict you for reasons outside of the RTA and must apply to the Landlord and Tenant Board (LTB) for a formal eviction. It is important to note that until a landlord issues an official Notice of Eviction, the eviction process does not begin. If a landlord verbally asks a tenant to leave or writes them an email or note asking them to leave, this does not begin the formal eviction process.

A note about illegal evictions

At no point is a landlord ever permitted to lock a tenant out of their rental unit. Even after a hearing at the LTB, it is only the Court Enforcement Officer (or Sheriff) that may legally lock tenants out of a unit. Any time a party other than the Court Enforcement Office locks a tenant out, it is illegal. If a tenant is facing an illegal lockout, they should reach out for assistance.

For most tenants that share a kitchen or a bathroom with their landlord or a member of the landlord's immediate family, they are not protected by the Residential Tenancies Act. In this situation, the landlord does not need to follow the legal eviction process. They may ask a tenant to leave at any time and the tenant has little recourse. In a situation like this, tenants should seek [legal help](#) to check if they are covered under the RTA and what their next steps should be.

Here are the steps that lead to formal eviction:

1. Notice of Eviction (N Form)
2. Application to the Landlord and Tenant Board (L Form)
3. Hearing
4. Decision
5. Enforcement by the Sheriff

Start by identifying where you are in the eviction process. That will guide your next step.

2.2 A guide to eviction notices

Before applying to have you evicted, your landlord must provide you with a Notice to End Your Tenancy by using one of the forms found on the [Landlord and Tenant Board Website](#).

A notice of termination must:

- Be on a [form](#) approved by the Landlord and Tenant Board
- Include the address and unit number for the tenant
- State the date on which the tenancy is to terminate
- Be signed by the person giving the notice, or the person's agent; and
- Include the reasons and specific details for ending the tenancy.

If any of these are missing, or if there are tenants listed on a lease/tenancy agreement that are not listed on the eviction notice, then the LTB will very likely find the [notice to be invalid](#) and the eviction cannot be ordered. Seek legal advice if any of these items are missing from your notice.

A note on termination dates on eviction notices

You are not required to move out by the termination date listed on a notice. While it's common for tenants to worry about this date, it does not mean you must leave. If you remain in the unit after this date, the landlord's next step is to apply to the Landlord and Tenant Board (LTB) for an eviction hearing.

It is important to remember that just because you get an eviction notice doesn't mean you will be evicted. The landlord must follow the legal steps outlined above to try to evict you, and sometimes they don't take the next step after giving you the notice.

Eviction notices are forms that landlords can print from the LTB website. They can give them to tenants at any time, even if they don't end up applying to the LTB. If your landlord keeps giving you eviction notices and you haven't done anything wrong, it's a good idea to get [legal help](#). See [Section 1](#) about tenant applications for more information.

Even if your landlord does apply to the LTB to ask for your eviction, it doesn't mean the eviction will happen. The landlord might be wrong about what they are claiming, and you'll have a chance to explain your side at the hearing. You may also be [granted relief from eviction](#) at the hearing. This is why it's important to get legal help if you get an eviction notice and you're not sure what to do. The [tenant support program](#) organizations can help you navigate the process, provide you with legal advice based

on your specific situation and help you with a housing search if you are likely to be evicted.

Note: If you are not listed on the lease, you are considered an occupant and have no right to stay in the unit if the tenant listed on the lease has been evicted.

2.2.1 Types of eviction notices

The following is a list of eviction notices that a tenant can receive from their landlord. Each reason has its own rules and guidelines that must be followed.

It is important to note that if you receive an eviction notice, you are not required to leave your unit. You can only be required to leave your unit with an order from the LTB. Only the Sheriff can enforce the order by changing the locks.

If you receive an eviction notice it is a good idea to contact Hamilton Community Legal Clinic for legal support and/or the City of Hamilton's Tenant Support Program for access to other supports and services like help with rental or utility arrears. Go to [Section 4](#) of this guide for a full list of supports available in our community.

Notice	Reasons
N4 Notice to End Your Tenancy Early for Non-payment of Rent	The notice gives you 14 days to: • Pay the full amount of rent owed, or • Move out by the termination date on the notice. This notice can be given whether the missed rent was intentional or not. If you pay in full within 14 days, your landlord cannot apply to the LTB. If you don't pay, your landlord can file an L1 application with the LTB to request an eviction hearing. Repayment Plans: • Your landlord may ask you to agree to a repayment plan before applying to the LTB. • You do not have to agree to a repayment plan at this time, but you may choose to if it works for you. Get legal advice before you sign. • Only agree to a plan if you're sure you can make every payment.

Notice	Reasons
	• If you miss a payment, or pay late, your landlord may be able to ask for an eviction order without a hearing. • You do not need to sign an N9 (Notice to End Your Tenancy) or an N11 (Agreement to End the Tenancy) as part of a repayment plan. • You should always get legal advice before signing any agreement. At any time during the eviction process, including after you have received a Sheriff's notice, you can stop the eviction by paying all the rent that you owe, along with the fee the landlord had to pay to the LTB. The total will be listed on your eviction order. You may be able to get help to pay rent arrears.
N5 Notice to End Your Tenancy for Interfering with Others, Damage, or Overcrowding	This notice can be given if you, your guests, or other occupants: • Seriously disturb your landlord or neighbours • Damage the rental unit. • Cause overcrowding in the unit. You have 7 days to fix the problem. For example: • Turn down music or stop bothering your neighbour. • Repair or pay for any damage. • Have extra people move out if the unit is overcrowded. If you fix the issue within 7 days, the notice is no longer valid. But if you get another N5 within 6 months, your landlord can apply to the LTB for an eviction hearing without giving you another chance to fix the problem. If you don't agree with the N5, for example, you didn't cause the issue or the landlord is asking for too much money for a repair, you can explain your side at a hearing.
N6 Notice to End your Tenancy For Illegal Acts or	This notice can be given if your landlord believes: • You or someone in your unit is involved in an illegal drug-related activity, such as production, trafficking or possession for the purposes of trafficking drugs in the unit or on the rental property.

Notice	Reasons
Misrepresenting Income in a Rent-Geared-to-Income Rental Unit	- You or someone in your unit has done another type of illegal activity or is running an illegal business in the unit or on the rental property. - You live in Rent-Geared-to-Income (RGI) housing and have misrepresented your income. The landlord does not have to give you a chance to fix the issue before applying to the LTB. The notice must clearly describe: - The alleged illegal activity or - The income details the landlord believes were misrepresented. The termination date on the N6 Notice depends on the reason: 10 days if the reason is drug production or trafficking 20 days for other illegal activity or income misrepresentation 14 days if this is your second notice in 6 months, and the first gave you 7 days to fix the issue The landlord must prove their claims at the hearing. If you disagree with the allegations, you'll have a chance to tell your side at a hearing at the LTB.
<u>N7</u> Notice to End Your Tenancy for Causing Serious Problems in the Rental Unit or Residential Complex	This notice can be given when your landlord believes you, an occupant or guest, has caused serious problems in the unit or on the rental property. This includes: - Willfully damaging the rental unit or property - Using the unit in a way it wasn't intended, causing serious damage - Endangering other tenants on the property You cannot void this notice by fixing the issue. The landlord can file an L2 at the Landlord and Tenant Board (LTB) right after giving you the notice.

Notice	Reasons
	The termination date on the notice must be at least 10 days after you receive it. The notice must also include specific details about what the landlord believes happened. If the landlord claims willful damage, they must prove at the hearing that it was done on purpose. If you disagree, you'll have a chance to share your side at the hearing.
<u>N8</u> Notice to End Your Tenancy at the End of the Term	Landlords usually issue an N8 for persistent late payments of rent. There are other reasons this form can be used including if the rental was made available on condition of employment and that has ended, or if the unit was occupied to receive rehab or therapeutic care and the period agreed to have ended. When this notice is for persistent late payments of rent, it cannot be voided by paying what you owe. You can try to talk to your landlord to work out an agreement to avoid eviction. The notice must include details about your rent payments, like when rent is due, which months you were late on rent, how late you were, and how much rent was late. The termination date on the notice must be at least 60 days from when you received the notice. Your landlord can file an L2 application at the LTB immediately after giving the tenant the notice. If you don't agree with the landlord's claim, you can present your evidence at the hearing.
<u>N12</u> Notice to End your Tenancy Because the Landlord, a Purchaser, or a Family Member Requires the Rental Unit	This notice can be given if your landlord, or a member of their immediate family (parents, children, spouse), or someone who will provide care services to the landlord or immediate family members, is going to move into the unit and live there for at least 1 year. This notice can also be given by a landlord on behalf of a purchaser wanting the unit for the same reasons above (but only if there is an agreement of purchase and sale and there are no more than three units). The termination date on an N12 notice must be at least 60 days from when you receive it, and it must be the last day of the rental period (the day before rent is due). Your landlord must either

Notice	Reasons
	offer you another acceptable unit to move into or pay you at least one month's rent before the termination date. If you receive an N12 notice, you can move out at any time before the termination date on the notice by providing your landlord with as little as 10 days' written notice. Your landlord can file an L2 for an eviction hearing at the LTB as soon as they serve you an N12 notice. If you do not move out, your landlord will have to go to an LTB hearing to show that one of the people named above genuinely require the unit and you will have an opportunity to present any evidence you may have collected to show that the person listed on the notice may not actually intend to move in. Your landlord will also have to file a declaration with the LTB about why they need you to move out. See Section 1 for information on filing a T5 if you've been evicted in bad faith. This must be done within one year of the date of the eviction.
N13 Notice to End your Tenancy Because the Landlord Wants to Demolish the Rental Unit, Repair it, or Convert it to Another Use	The City of Hamilton has a new Renovation and Relocation By-law, which helps to prevent bad faith evictions related to renovations. If you have received an N13, please see Section 3 of this guide for important details and extra protections provided by the new by-law. If you have received an N13 because your landlord has indicated they are going to demolish the building or convert it to another use, the Rental Housing Protection By-Law applies to you. Contact the Tenant Support Program for information about the extra protections provided by this by-law. These by-laws and the protections within them are in addition to your rights listed below. The N13 is given if your landlord is planning to: • Demolish your rental unit, • Convert it to another use that is not residential, or • Do major renovations that require the unit to be empty. If your landlord is ending your tenancy for renovations, you have the right to move back in once the work is done—at the same rent. This is called the right of first refusal. To keep this right, you must tell your landlord in writing that you want to return, before you move out. See section 3 of this guide

Notice	Reasons
	for detailed information about protecting your right to return to your unit. You can move out any time before the termination date by giving 10 days' written notice. Your landlord can file an L2 application with the LTB right after giving you the N13. If you don't move out, there will be an LTB hearing, where the landlord must prove why they need you to leave. If you believe your landlord is acting in bad faith (for example, pretending they'll renovate just to get you out), you can bring evidence to the hearing. The N13 notice requires that your landlord pay you compensation. The amount your landlord must pay you depends on how big the building is. If the notice is for renovations on a building with 5+ units, the amount also depends on how long the work will take. If the work was ordered to be done by a government body, the landlord does not have to pay any compensation to the tenant or offer another unit. See Section 1 for information on filing a T5 if you've been evicted in bad faith.

The notices listed above are the main types of *eviction notices* that tenants might receive. However, there are many other forms and notices on the LTB website that both tenants and landlords can use. If you want to learn more about a specific notice or form, visit the [LTB website](#) or get [legal help](#).

An important note about the N11 form

An N11 is a mutual agreement between the landlord and the tenant to end the tenancy. It is not an eviction notice, and tenants do not have to sign an N11 unless they want to end the tenancy and move. Sometimes landlords or their agents will tell the tenant they must sign an N11, but this is not true. The N11 is a voluntary form.

If you sign an N11, your landlord can apply directly to the LTB for an eviction order without a hearing. The earliest the LTB can order the eviction is by the termination date on the agreement. Tenants should seek legal advice before signing an N11. Information about free legal assistance is provided in [Section 4](#) of this guide.

2.3 Application to the LTB

After giving a notice, your landlord can apply to the LTB (L form) right away or after a certain waiting period, depending on the type of notice (see above on notices).

At this stage, you should still try to fix the issue if possible and start to prepare for the next phase of the eviction process. As a reminder, you can reach out for legal help and other supports at any point during the eviction process. The includes legal help and other resources that may be able to assist you in collecting evidence and preparing for your hearing.

Once your landlord has made their application to the LTB, you will eventually receive a PIN number to access the Tribunal Ontario Portal, where you can see the landlord's application. The PIN will come via email or by mail. The LTB will email or mail you a Notice of Hearing once the hearing is scheduled. It will include:

- The type of application your landlord has filed
- The reason for the hearing
- The hearing format (Zoom, in-person, phone etc.)
- The date/time of your hearing

In most cases, if your landlord doesn't apply to the LTB within 30 days after the termination date listed on the notice, the notice becomes void. This rule does not apply to eviction notices based on rent arrears.

Once you receive a hearing notice, you should start preparing for your hearing. Below you can see the steps you should take to prepare.



- **Step 1: Write down your version of events.** You can do this right away, including details related to what happened, when and any context. This can help you get your version of events in order and might help you figure out what type of evidence you want to support what you will say. Be sure to have dates and times included – it is important to include this information as the LTB will want these types of details to consider your side of things. If you are trying to make a case

as to why your behaviour will change, be sure to include in your story, why things will be different going forward and how you will meet your tenant responsibilities.

If your hearing is about rent arrears, [you can talk about any problems](#) that you've had as a tenant, like repairs that weren't done or harassment. To be able to bring this up at a hearing, you must write down the issues and give a copy to your landlord and the LTB at least 7 days before the hearing.

A note on technology

Most LTB hearings are held via Zoom. To prepare, make sure you have access to a computer with a stable internet connection. If you do not have access to a computer, you can call into the hearing by phone. Unfortunately, when calling in by phone, it can sometimes be a bit harder to follow along or participate fully.

The LTB office in Hamilton has recently opened an [Access Terminal](#) to support people that do not have access to technology. You must [contact Tribunals Ontario](#) them to ask to use a terminal for your hearing which they approve on a case-by-case basis. You should contact the [Tenant Support Program](#) who can help you navigate finding the space and/or technology to participate.

If you're not familiar with Zoom, it's a good idea to download the [Zoom app](#) ahead of time and practice using it, especially how to mute/unmute yourself and turn your video on and off. Even if you plan to join by phone, being familiar with these basics can be helpful.

Be aware that you could wait for your hearing the entire day, so plan accordingly.

- **Step 2: Collect evidence that supports your side.**

This depends on the reason for the eviction hearing but could include:

- Proof of rent payments.
- Receipt for repairs.
- Estimates for damage repair.
- A travel log if you weren't present during the incident.
- Any relevant communications with your landlord.
- Witnesses that can support your version of events.
- Statements from other tenants that support your version of events.
- Letters or notes from a doctor, support worker, or case manager.
- Photos, audio, or video recordings (include timestamps).

- Evidence your landlord may not plan to move in or renovate.
 - Street view of the landlord's large home elsewhere and your unit which wouldn't accommodate the landlord's large family.
 - Witnesses or ads that show similar units in your building that were vacated for renovations but not renovated.
 - An ad with your unit up for rent or sale.

A note about Tenant Duty Counsel

Tenant Duty Counsel (TDC) are legal professionals who help tenants for free on the day of their hearing. They are independent from the LTB and are funded by Legal Aid Ontario. TDC can provide you with legal advice before you have your hearing. You can ask them any last-minute questions you may have, and they can walk you through the hearing process. TDC does not represent you or speak on your behalf at the hearing. It is a good idea to speak to TDC before you go to mediation. Please note that TDC is not always guaranteed and is increasingly unavailable at hearings. However, you can also speak to TDC before your hearing date. Instructions on how to do this will be included on your information package that comes with your hearing notice.

• **Step 3: Organize your evidence.**

Create a table of contents so it's easy for the adjudicator to follow and know where each piece of evidence is and be able to refer to it quickly. If you can, collect all your evidence into one document and include page numbers so that it can be easily submitted during the hearing.

If using video/audio, identify the time stamp you want to refer to. Avoid having long audio or video clips.

• **Step 4: Submit evidence by the deadline.**

You must send your evidence to both the LTB and your landlord at least 7 days before the hearing. If you miss the deadline, you may not be allowed to use that evidence.

• **Step 5: Practice what you will say.**

Even if you don't have additional evidence, your version of events is important, and you'll want to be prepared to speak about it in a clear and organized manner.

When you are preparing for the hearing, it is important to consider if you would like someone to join you as a support person. This person will not be able to speak on your behalf unless they are a licenced representative like a lawyer or paralegal or they fall under the [exemptions listed by the LTB](#). If you cannot attend the hearing, you may send an unlicensed representative if you provide written authorization to that person. They may then argue your case, or request to change the date of the hearing.

If you require French language interpretation, or a disability accommodation, [contact the LTB in writing to make those arrangements](#) as soon as possible. Keep a copy of any letters you send to the LTB. If you need interpretation in another language, you are responsible for arranging those services yourself.

2.4 The hearing - What to expect

A Notice of Hearing should say how your hearing will be held. Most hearings will be by video conference, through Zoom. Many tenants find the hearing process overwhelming if they are not prepared (see above on how to prepare for a hearing).

Hearings take different amounts of time, based on things like the number of witnesses, the issues at hand, and the evidence presented. Several hearings are booked on the same day, so be prepared to wait for your case to be called, and plan to be at your hearing for the entire day. Have a reliable computer or phone that is fully charged or has a charger cable nearby. If you are appearing through Zoom you need to make sure that you have the required technology or application ([Zoom app](#)). Prior to the start of the zoom meeting, test your device to make sure it is functioning.

File Number: Have your file number ready (top left corner of your notice, starts with "LTB-L") when you sign into Zoom or call in.

Moderator or adjudicator check-in: A moderator usually organizes the hearing attendees, but sometimes the adjudicator does this directly. Be prepared to provide your file number, name and your relation to the case.

TDC and mediation: Before your case is called, you may be asked if you want to speak with a DRO or TDC. No appointment is needed, but you should join half an hour before the scheduled start time to ensure you have time to consult them. TDC and Mediation are helpful services but are not always available in every hearing room.

Staying ready: Keep yourself on mute and your camera off until your case is called.

Private settlement discussions: A landlord or their representative may request a private meeting to try to settle before the hearing. You are not required to agree but can choose to participate.

During the Hearing: The person who will decide your case is called the LTB Member. They are sometimes referred to as the adjudicator or addressed as "Mr. Chair" or "Madam Chair." During the preamble, they may tell you how they would like to be addressed. If not, simply be polite and respectful.

If you don't understand something, ask politely for clarification. While adjudicators can't give legal advice, they can explain the process or slow things down if needed.

Speak respectfully and only when it's your turn.

The hearing process on the day of your hearing will be as follows:



- Opening Statements. Both sides can give a summary of their arguments, starting with the person who filed the application.
- Examinations. Each side and their witnesses answer questions about their experience and any evidence that they gave, starting with the person who filed the application. If there are legal representatives, then they ask the questions. If not, the adjudicator leads this part. Both sides will also get a chance to ask each other questions.
- Closing Statements. Both parties summarize their arguments and what they want the outcome to be. They can also make statements about how they felt about the other side's arguments.

A note about mediation at the Landlord and Tenant Board

Mediation at the LTB is conducted by Dispute Resolution Officers (DROs), who are neutral third parties independent from the LTB. Their job is to help landlords and tenants reach a compromise, which they formalize in a mediated agreement. Mediation is voluntary and confidential, so it's a good idea to agree to it if offered. If both you and your landlord agree to mediation, you may be put into a breakout room on Zoom to speak. The DRO does not give legal advice but can tell parties whether they are being reasonable. Agreements made in mediation are legally binding, so be careful not to agree to anything you cannot do. If you breach a mediated agreement, your landlord could get an eviction order against you without another hearing.

2.5 Eviction order

At the end of the hearing, the LTB member will either give their decision right away, or “reserve their decision.” This means that they will take time to consider the evidence and submissions. In both cases, you will receive the decision in writing. Decisions are typically issued within 30 days after the hearing, but LTB members have been known in some cases to take months to issue a decision.

An eviction hearing doesn’t always mean you will be evicted. There are many reasons why a landlord’s application to the LTB for your eviction may be unsuccessful. Here are some common examples:

- The landlord’s application could be dismissed because important information was missing.
- The landlord didn’t have enough evidence to prove you should be evicted under the RTA, or your evidence was stronger.
- The landlord didn’t attend the hearing.

Even if the landlord proves their case, the LTB has to consider your situation and whether to give you [relief from eviction](#). This means they might refuse to evict you if, for example, your landlord was trying to evict you primarily because you tried to enforce your rights, or if the landlord is in **serious** breach of their responsibilities.

The LTB might also consider your personal circumstances to see whether an eviction should be delayed. For example, if you have children in school, they might delay the eviction until the end of the school year. It is important to be prepared to provide reasons for why your eviction should be delayed or refused. In some cases, the LTB might include conditions in the order. For example, they can dismiss the eviction but say that if you don’t follow certain terms, like making extra payments or changing your behaviour, the landlord can ask the LTB for an eviction order without another hearing. If this happens to you, get legal help right away.

A note about missing your hearing

If you do not attend your hearing the LTB will probably make an order against you. It is very important to get legal advice immediately. Organizations that provide free support are listed below in [Section 3](#).

If you have missed your hearing and you would like to challenge the eviction, you must act very quickly. Here are few steps you can follow:

- If you are being evicted for not paying your rent, you may be able to stop the eviction by paying everything you owe from previous months, any rent that is currently due, and the fee that your landlord was charged by the LTB when they filed your case. The order from the LTB will detail the amount that you need to

pay. You will then need to ask the LTB to “void” the eviction. There may be supports available to you to help pay the rent that you owe. See [Section 3](#) for details.

- In other cases, you could file a [Request to Review the Order](#), and ask the LTB to review the decision to evict you. You must file a Request to Review the Order within 30 days of the date of the eviction order. If more than 30 days have passed, [you can file a request to extend or shorten time](#) along with your Request to Review using the form found on the LTB website. The LTB will look at your request and decide if you will get a new hearing. If the LTB gives you a new hearing, they will give you an order, called a “stay” which stops the eviction process from moving forward until the hearing is held. You will have to provide this to the Sheriff to ensure that they know the eviction has been stopped. If the LTB does not give you a review hearing, the eviction against you will move forward.
- In some cases, it might make sense to file an appeal with the Ontario Divisional Court and ask the court to change the decision. You have either 30 days from the date of order, or 30 days from the date of a Request to Review decision. It is strongly recommended to get legal advice before pursuing an appeal, as they are more technical, and more costly. If your appeal is denied, you may have to pay the landlord’s legal costs.
- You can also talk to your landlord at this point and see if they will agree to let you stay. If they agree, be sure to get proof of this agreement in writing.

This is why it is so important to prepare for your hearing and attend it. An eviction is not guaranteed at an eviction hearing. Support is available to help you get ready. Reach out to the [tenant support program](#) for help.

2.6 Enforcement by the sheriff

Under Ontario law, landlords cannot lock tenants out of their units. They must get a legal eviction order from the LTB. Then, only the Sheriff (also called the Court Enforcement Office) can change the locks.

Once the landlord gets an eviction order from the LTB, they can bring that to the Sheriff to ask them to enforce the eviction. The Sheriff will then send you a notice that they will be coming to evict you. It is still worth getting legal help at this point, as there might still be a way to save your tenancy. Contact the [Hamilton Community Legal Clinic](#) for legal advice. You should keep doing what you can to find alternate accommodations. You can stay in the unit until the Sheriff comes if needed. Contact the [Tenant Supports Program](#) for assistance with searching for housing.

2.6.1 72-Hour Rule

Once the Sheriff changes the locks, tenants have 72 hours to retrieve their belongings. Landlords must allow tenants to access their possessions during this time. If issues arise, tenants should document the situation and seek legal advice right away.

2.7 Illegal evictions

A legal eviction is the formal process we've talked about throughout this section. An illegal eviction is when a landlord forces a tenant out of their unit without following that process, for example, by changing the locks, removing all of the tenant's belongings, blocking access to the unit, shutting off vital services, or doing anything else that prevents the tenant from living in their home.

If a landlord attempts an illegal lockout, tenants should seek legal assistance immediately and may also:

- Contact local law enforcement to report the illegal eviction attempt. Be sure to have a copy of your lease and LTB orders available if you have them.
- Contact the [Rental Housing Enforcement Unit](#) (RHEU) to complain about the landlord's behavior. The RHEU will likely attempt to get the landlord to let you back into your unit and can fine the landlord as this is an offence under the RTA.
- Contact the [Hamilton Community Legal Clinic](#) for legal help and other tenant supports in the [Tenant Support Program](#).
- File a T2 application and a [Request to Shorten Time](#) with the LTB to request an order for the landlord to restore access to the unit. You can ask for other remedies as well. See [Section 1](#) on tenant applications.

Unless the formal eviction process has taken place, **you do not need to leave your unit**. Sometimes, landlords or someone acting for the landlord, like a legal professional, real estate agent, or property manager, may tell the tenant they have to leave. Sometimes tenants face a lot of pressure, threats, harassment, or other tactics that make them feel like they have no choice but to move out. Many tenants leave their units and later learn they did not have to go. This is why it's so important for tenants to get free legal advice before deciding to leave and to understand their options before agreeing to go. Contacting the [Tenant Support Program](#) is a good place to start.

2.8 Common eviction questions

I'm going to be late this month paying my rent. What should I do?

Let your landlord know as soon as possible, in writing, and give a realistic timeline for when you can pay. See the section of this guide that talks about [paying rent](#). Be prepared that you may receive an [N4](#).

If you receive social assistance or if you are low income, you may be eligible to receive help with arrears, rent deposit, or utilities payments through the [Housing Emergency Fund \(HEF\)](#).

If this is part of a larger issue or you need financial assistance, contact the [Housing Help Centre](#) or call (905) 526-8100 or email tenantsupport@hamilton.ca. We may be able to connect you to emergency resources or tenant support services.

My landlord switched the locks while I was outside of my unit. Where do I go and what do I do?

This is illegal. A landlord cannot lock you out of your home. Only the Sheriff can change the locks with an order from the Landlord and Tenant Board (LTB). This is considered an unlawful eviction. See the section of this guide on [illegal evictions](#) for next steps.

You can contact local law enforcement and the [Rental Housing Enforcement Unit \(RHEU\)](#) to file a complaint about your landlord and see if they can get you back into your unit.

Contact the [Hamilton Community Legal Clinic](#) to get free legal advice.

I received a Sheriff's order and will need to leave my home. Who do I need to contact to ensure I'm not homeless? What can I do to quickly find housing?

A Sheriff's order means an eviction is imminent. Do not delay, contact the [Hamilton Community Legal Clinic](#) right away to see if there is any chance you can stop or pause the eviction. Contact us at tenantsupport@hamilton.ca so we can connect you with emergency housing services, shelters, and diversion supports. See the section of this guide that explains the process after a [Sheriff's notice](#) is issued.

3. Section 3 – Navigating the Renovation Licence and Relocation By-law 24-055

Understanding your rights when facing an N13 [Notice](#) for renovations can be challenging. The Tenant Support Program partners with several agencies to support tenants through this process. These support services are free of charge and available to all tenants in Hamilton. See [Section 4](#) for a list of community resources available to you.

If you have any questions or want more information, please contact the City of Hamilton's Tenant Support Program at tenantsupport@hamilton.ca.

As covered in Section 1, most residential tenancies in Ontario are governed by the *Residential Tenancies Act* and other provincial legislation. However, there are gaps in the legislation that allow some landlords to act in bad faith. For example, the *RTA* allows landlords to evict tenants for major renovations if they need vacant possession—but they must offer the unit back to the tenant at the same rent once the work is complete. Unfortunately, some landlords use this rule to remove long-term tenants paying lower rent, only to re-rent the unit at a higher rate to new tenants.

This practice has led to a significant loss of affordable housing in Hamilton and left many tenants without homes. To address this issue, the City has introduced a by-law aimed at closing this gap and protecting tenants from these types of bad-faith evictions.

As of January 1, 2025, the City of Hamilton passed the Renovation Licence and Relocation By-law ([By-law 24-055](#)) which introduced new requirements for landlords who want to do renovations to their rental units that require the unit to be empty. The by-law applies to all rental housing units anywhere in Hamilton.

This section of the Tenant Rights and Entitlements Guide has been created to support tenants in understanding the rights and responsibilities of tenants and landlords as it pertains to the Renovation License and Relocation By-law.

A note: The Renovation Licence and Relocation By-law only applies when a landlord is planning to renovate the unit. If a tenant has received an N13 notice because their landlord is planning to demolish or convert their unit this by-law does not apply. In the case of demolition or conversion, the [Rental Housing Protection By-Law applies](#). Contact the [Tenant Support Program](#) for more information about the Rental Housing Protection By-Law and see [Section 2 – Evictions](#) for more information about tenant rights in cases of eviction for demolition or conversion.

3.1 Renovation and relocation process in Hamilton

It is important that you understand your rights and the process if you receive an [N13 notice](#) for renovation from your landlord. There are four steps to the renovation and relocation process in Hamilton:

Step 1	Step 2	Step 3	Step 4
Landlord gives tenant N13 Notice for renovations and submits an application for a licence.	Tenant informs the landlord of their intention to assert their Right of First Refusal.	Tenant moves out and landlord provides temporary accommodation s or pays rent gap payments.	Tenant returns to their unit once the work is complete at the same rate of rent.

3.1.1 You are given an N13 notice for renovations or repairs (Step 1)

This process starts with your landlord giving you an [N13 notice](#) for renovation or repairs. The N13 Notice gives you 120 days' notice that you will need to move out of your unit.

You do not have to leave by the termination date on the notice. You have the right to a hearing at the LTB. See [Section 2](#) for information on the eviction process.

Your landlord must also provide you with a copy of this Tenant Rights and Entitlement Package.

There are steps your landlord will have to take as well. Within 7 days of serving you with an N13 Notice, your landlord must submit an application for a licence to the City of Hamilton. The application must include:

- The completed [Renovation Licence Application Form](#)
- Payment of licencing fees
- Copies of all N13s served
- Proof of building permit
- Letter indicating vacant possession of each rental unit is needed, from a qualified professional, who must be a member in good standing with Professional Engineers Ontario or the Ontario Association of Architects
- Completed [Attestation Form](#), which can be submitted later. This is a form that you and your landlord sign and has information about whether you are planning to return to your rental unit after the renovations are completed and what arrangements have been made for your housing during the renovations.

Within 5 days of submitting this application for a Renovation License, your landlord must let you and any other tenants know that they have applied for this license.

If your landlord does not comply or provide notice within the appropriate timelines, they may be subject to fines and penalties.

If you have received an N13 Notice and are unsure whether your landlord has applied for a Renovation Licence to the City of Hamilton, as required by the by-law, you should contact rentalrenollicence@hamilton.ca or call 905-546-2782 option 2.

3.1.2 Right of first refusal process (Step 2)

If you receive an N13 notice you have the *Right of First Refusal*. This is a right you have as a tenant under the [Residential Tenancies Act](#).

The right of first refusal means that when you receive an N13 you can tell your landlord in writing that you will return to your unit after the renovation work is completed. Your landlord must allow you to return and cannot charge a higher rent than they could have charged if your tenancy had not been interrupted.

As a tenant you must give your landlord written notice of your intention to return to the unit once renovations are complete—before you move out. You are also required to keep your landlord informed of your current address.

Sample right of first refusal letter

<Date>

<Landlord's name>

On <date tenant received N13 notice> I received an N13 notice from you asking me to move out. I have the right to move back into the unit when the renovations or repairs are complete. Please consider this my written notice that I want to move back in when you have completed the renovations.

My contact information is:

- <phone number>
- <Email address>
- <mailing address>

< signature and full name >

A sample letter is available on this page, and you can find step-by-step guidance to help you create your own letter on [Steps to Justice](#). You will need to prove you gave this letter to your landlord and be sure to keep a copy of your letter for your records.

You can deliver your letter by:

- Registered mail
- Hand delivery with a witness present OR
- Email, only if your landlord has agreed to accept it by email.

Your intention to return must also be recorded on your landlord's [Attestation Form](#) submitted to the City. You can find more information about this form in Step 3 below.

If you have told your landlord in writing before you move out, that you intend to move back in once the renovations are complete, the new by-law says your landlord must help you with temporary housing during the renovations. To do this, your landlord must either provide similar temporary housing or offer compensation for the period you are displaced from your home (see step 3 for more details).

If you choose not to exercise the Right of First refusal, meaning you do NOT want to move back into your unit once the renovations are complete, your landlord is not required to make temporary arrangements, such as providing you with temporary alternative housing or additional compensation. Your landlord is still required to provide you with the standard compensation under the **RTA** (see step 3 for more details).

Your landlord can apply to the LTB for an eviction order as soon as you are served the N13. You should get legal advice, especially if you get a hearing notice and your landlord has not followed the by-law requirements. For more information on the eviction process, see [Section 2](#).

For more information about the roles and responsibilities of landlords and tenants during the process of exercising right of first of refusal, including timeframes for decisions, please visit the [City's Renovation Licence and Relocation Bylaw webpage](#).

If you need assistance exercising the First Right of Refusal or want more information about the First Right of Refusal process, you should contact the [City of Hamilton's Tenant Support Program](#) at tenantsupport@hamilton.ca.

If you would like to receive more information about the Renovation Licence and Relocation Bylaw process or want to register your intention to return to your unit directly to the City of Hamilton, contact rentalrenollicence@hamilton.ca or call 905-546-2782 option 2.

A note about compensation

[The RTA says that landlords must compensate tenants](#) when they want them to move out for extensive renovations, demolition or conversion. This is in addition to the compensation owed to the tenant under the new by-law.

If the building has 5 or more residential units and you plan to exercise your right of first refusal when the work is done: your landlord must give you 3 months' rent in compensation.

If you did not tell your landlord, you will be exercising your right of first refusal: your landlord must give you 3 months' rent OR another unit that you agree to move to.

If your building has 1 to 4 residential units, it is the same as above, except the landlord will only owe 1 month's rent in compensation.

Your landlord must pay you this money by the termination date listed on the N13.

3.1.3 Accommodation and compensation (Step 3)

Under the Renovation Licence and Relocation By-law, your landlord must make temporary arrangements with you if you let the landlord know you plan to exercise your right of first refusal and move back into the unit once the renovations are complete. Your landlord must either provide temporary alternative accommodation or pay compensation to you for the duration of the renovation.

Your landlord must provide the City of Hamilton with proof of the arrangements made with you using the [Attestation Form](#), which must be signed by both your landlord and you as the tenant. This form is required by the City's Municipal Law Enforcement unit to process your landlord's renovation licence application. You should make sure your intent to return to the unit is recorded on the attestation form.

You and your landlord must agree to one of the following:

A) Your landlord will find temporary, alternate accommodation while repairs or renovations are being completed.

Temporary, alternate accommodations must be comparable to your original unit in cost, location, and size. Specifically for temporary alternate accommodation:

- The rent charged must be equal or less than the rent of the original unit.
- Must be a similar distance to transportation options (including transit services), community infrastructure (e.g. recreation facilities, libraries, police stations, schools, and places of religious assembly), commercial services, and amenities.
- Must have the same or similar number of bedrooms and be of a similar size to the original unit.

OR

B) Your landlord will provide rent gap payments to you to secure accommodations while repairs or renovations are being completed.

If your landlord is unable to provide temporary alternate accommodations at the same rent amount, your landlord must provide rent gap payments (i.e., make up the difference in rents) to minimize additional costs to tenants.

- The rent gap payment amount is based on the tenant's unit size and the most recent Canada Mortgage and Housing Corporation (CMHC) annual average market rent in the Hamilton Census Metropolitan Area (CMA) for the current year. For updated annual average market rent, please contact tenantsupport@hamilton.ca.

- If you find your own temporary accommodation, your landlord must pay the full difference in rent while you are awaiting your return to the unit. Rent gap payments must be provided to you within 7 days before the 1st day of each month during the renovation period.

3.1.4 Re-occupying your renovated or repaired unit (Step 4)

While you are living elsewhere during renovations, and where you have notified your landlord in writing of your intent to exercise your right of first refusal, you should maintain regular communication with your landlord. Under the RTA, tenants are required to inform their landlord of any change to their address.

Landlords also have duty to stay in contact with tenants. After receiving written notice of your intention to return, your landlord must immediately inform you in writing of the estimated date by which the unit is expected to be ready for you to move back in.

Once you have moved out of the unit and when you are awaiting the completion of renovations, your landlord must also notify you in writing if the renovations are complete, and the rental unit is ready for you to move back in.

You will then have 60 days from the date you are notified that the unit is ready for occupancy to decide if you want to return to your unit. If you choose to return, the rent cannot be higher than it would be if you had not moved out.

If your landlord does not keep you informed about the projected occupancy date or moves another tenant in before you have been given your Right of First Refusal, you should contact the city and get legal help.

3.2 Make sure you understand your rights

What if things don't go as they are supposed to? If something in this process has gone wrong, or if there's something you're not sure about, there is free help available. You should reach out as soon as possible to ensure you get the help you need.

If your landlord does not allow you to move back into your unit at the end of this process, you may be able to bring a T5 application against them within 2 years of when you moved out. You can read more about T5 applications in [Section 1](#) of this guide.

See [Section 4](#) of this guide for a list of agencies with the Tenant Support Program that can help you with this process.

N13 Checklist

Completed	Task
	Is the termination date on the N13 notice at least 120 days after you received it?
	Is the information on the N13 correct, including your name and address?
	Did your landlord apply for a license within 7 days of serving you with the N13 and did they let you know within 5 days of getting the license?
	If you want to move back in when the renovations are complete, have you sent your landlord a letter telling them you are exercising your right of first refusal ?
	Have you and your landlord made temporary arrangements for your housing during the renovations? Remember, your landlord has two options. They can provide either: A. Temporary alternative accommodation, or B. Pay you compensation until the renovations are complete and you can move back in.
	Have you and your landlord signed the Attestation form detailing these plans?

Have you given your landlord a mailing address so that they can reach you when you are out of your unit?

4. Section 4 - Help available in your community

Dealing with landlord and tenant issues can be stressful and confusing—especially if you're facing eviction. In Hamilton, free support is available to help you understand your rights and explore your options. No matter where you are in the process—even if you've received an eviction order or have already been evicted—it's worth reaching out. There may still be steps you can take. Contact one of the Hamilton Tenant Support Program partners listed below.

Tenant Support Program

The Tenant Support Program (TSP) assists tenants to access information about their rights, and funds community partners to help tenants who are experiencing a bad faith eviction or an above guideline increase. For more information about the TSP, please reach out to the city via tenantsupport@hamilton.ca or 905-546-2424 ext. 1340.

If you are unsure where to turn for help, contact the Tenant Support Program at tenantsupport@hamilton.ca or 905-546-2424 ext. 1340. The Tenant Support Program have staff that can listen to your concerns and refer you to the agency best suited to help you.

Do you need legal help or education? The Tenant Support Program partners with the following organizations:

Hamilton Community Legal Clinic (HCLC)

The HCLC provides free legal advice and/or representation to tenants facing eviction, above guideline rent increases, or maintenance issues. HCLC can help tenants navigate the Landlord and Tenant Board and assist with challenging bad faith eviction notices.

Call: 905-527-4572

Email: general@hamiltonjustice.ca

Website: <http://www.hamiltonjustice.ca/>

Address: 100 Main St. East, Suite 203, Hamilton, ON L8N 3W4

Association of Community Organizations for Reform Now Hamilton (Hamilton ACORN)

ACORN Hamilton helps tenants in low- to moderate-income households at risk of eviction due to renovations, demovictions or above guideline rent increases. ACORN educates tenants about their rights and helps tenant organizations build capacity to advocate for themselves.

Call: [905-393-5734](tel:905-393-5734)

Email: hamilton@acorncanada.org

Website: acorncanada.org

Housing Help Centre Hamilton & Area (HHCHA)

The HHCHA educates tenants and landlords about their rights and responsibilities. HHCHA helps tenants displaced by an N13 notice to exercise their right to return to their unit and assists with creating a housing plan for tenants who must leave their units after receiving an N12 or N13 notice. The HHCHA also has several other supports available to tenants.

Call: [905-526-8100](tel:905-526-8100) Ext. 207

Email: catherine@housinghelpcentre.ca.

Website: <https://www.housinghelpcentre.ca/>

Access to Housing

Access to Housing provides support and information about applying for social (rent-geared-to-income) housing in Hamilton.

Call: 905-546-2424 ext. 3708

Email: ath@hamilton.ca

Website: <https://www.hamilton.ca/people-programs/housing-shelter/housing-services/social-housing>

Address: 350 King Street E, Hamilton, ON L8N 0B5

Other help available from the City of Hamilton

The Housing Emergency Fund

The Housing Emergency Fund helps individuals with utility and rental arrears, as well as financial support for last month's rent when moving to a new unit.

Email: hef@hamilton.ca

Website: <https://www.hamilton.ca/people-programs/housing-shelter/housing-supports/housing-emergency-fund>

By-Law Enforcement

By-law enforcement Investigates and enforces repair and maintenance issues that violate the property standards by-law. Tenants can make complaints to By-Law Enforcement if their landlord is not making repairs.

Call: 905-546-2489

Email: mle@hamilton.ca

Website: <https://www.hamilton.ca/city-council/by-laws-enforcement>

Online complaint submission: <https://www.hamilton.ca/city-council/by-laws-enforcement/register-by-law-complaint>

Hamilton Public Health

Hamilton Public Health provides services and supports to protect the health of Hamiltonians. They can inspect for health hazard, such as mould and pests.

Call: 905-546-2489

Email: publichealth@hamilton.ca

Website: <https://www.hamilton.ca/people-programs/public-health>

Home Management Program

The Home Management Program includes instruction and coaching for low-income families and individuals on OW or ODSP. They provide support on issues like budgeting, routines, coping with housing issues, nutrition and meal planning, advocacy and community supports, goal setting, problem solving, time management, stress management and self esteem.

Call: 905-546-2424 ext. 4804

Email: homemanagement@hamilton.ca

Website: <https://www.hamilton.ca/people-programs/financial-stability-supports/support-programs/home-management-program>

Help available from the Province of Ontario

Rental Housing Enforcement Unit (RHEU)

The RHEU investigates and enforces offences under the Residential Tenancies Act, for example when a landlord illegally locks a tenant out of their unit or turns off a vital service, such as heat. A full list of offences is available on the [RHEU website](#).

Call: 416-585-7214 or 1-888-772-9277

Email: RHEU.info@ontario.ca

Website: <https://www.ontario.ca/page/solve-disagreement-your-landlord-or-tenant>

Landlord and Tenant Board (LTB)

The LTB is the tribunal that hears disputes between tenants and landlords. The LTB also provides information about its practices and procedures and the rights and responsibilities of landlords and tenants under the Residential Tenancies Act.

Call: 1-888-332-3234

Email:

Evidence: ltb.evidence@ontario.ca

File specific inquiries: ltb@ontario.ca

Zoom technical support: ltbhearingsupport@ontario.ca

Website: <https://tribunalsontario.ca/ltb/>

Other resources

Offices of government representatives can sometimes help you find information about community programs, available funding, and how to navigate government forms and processes. You can contact your local [City Councillor](#), [Member of Parliament \(MP\)](#), or [Member of Provincial Parliament \(MPP\)](#) to see if they can assist.

Canadian Centre for Housing Rights (CCHR)

CCHR provides legal information and resources to renters in Ontario facing challenges in their housing.

Call: 800-263-1139

Website: <https://housingrightscanada.com/our-work/our-tenant-services/>

Low-income Energy Assistance Program

The Low-Income Energy Assistance Program offers emergency financial help for low-income households behind on electricity bills.

On the Mountain contact Neighbour 2 Neighbour

Call: 905-574-1334 extension 207

Website: <https://www.n2ncentre.com/family-services/help-with-electricity-bills/>

Down the Mountain contact Hamilton Housing Help Centre Hamilton & Area

Call: 905-526-8100

Website: <https://www.housinghelpcentre.ca/low-income-energy-assistance.html>

St. Matthew's House

St Matthew's House offers housing outreach for vulnerable adults 55+. They provide assistance and connections to supports to address hoarding, noise levels or other disturbances to other tenants and issues maintaining the cleanliness of the unit. St. Matthew's House also provides outreach services to those experiencing homelessness, to connect them with support including shelter, food and income supports, as well as immediate support for seniors 55+ needing rapid crisis response due to mental health, poverty, addictions, disabilities and other vulnerabilities.

Call: 905-523-5546 ext. 240

Website: <https://stmatthewshouse.ca/services-programs/seniors-support/>

Community Legal Education Ontario (CLEO)

CLEO provides legal education to help people understand and exercise their legal rights. Includes the [Steps to Justice](#) website with questions and answers on everyday legal problems and [Guided Pathways](#), which are interactive interviews to create legal forms and documents.

Website: <https://www.cleo.on.ca/en>

Pro Bono Ontario

Pro Bono Ontario has a free legal advice hotline, for up to 30 minutes. Pro Bono Ontario helps with various areas of law, including housing, employment law and civil law.

Call: 855-255-7256

Website: <https://www.probonoontario.org/hotline/>

For more support, or if you're not sure where to start, contact the Tenant Support Program at tenantsupport@hamilton.ca or 905-546-2424 ext. 4557

211 Ontario

211 offers free and confidential service that connects people with social and community housing support, including food banks, mental health resources and healthcare.

Call or text: 211

Email: gethelp@211ontario.ca

Website: <https://211ontario.ca/>

Red Book Community Library

Red Book of Community Information by HPL provides up-to-date information about social services and community resources for residents of Hamilton.

Website: <https://redbook.hpl.ca/>

5. Section 5 - Helpful Documents to Print

Appendix A - Rental viewing checklist

Use this checklist when you are viewing a new rental to help you keep track of important information.

Rental Information	Response
Unit address	
Phone number	
Landlord name	
Unit type (apartment/house)	
Number of bedrooms	
Floor/elevator	
Shared with landlord or roommates	
Appliances included: • Fridge • Stove • Dishwasher • Air conditioning • Washer/dryer	
Heating type	
Who controls heat	

Near public transit	
Near groceries/shops	
Near work/school	
Parking	
Safety features: • Well-lit halls/entrance/parking • Locked front entry • Two fire exits • Window/door/locks • Smoke detectors	
Rental condition: • Cleanliness • Signs of pests • Signs of leaks or mould • Adequate hot water	
Monthly rent	
Lease term (monthly/yearly)	
Utilities: • Hydro • Heat • Water	
Deposit of last months' rent	

Appendix B - 5 Tips for resolving problems with your landlord

1. **Keep it Clear and Respectful**

Start by talking to your landlord. Be polite and direct about your concern. If you speak to them in person or over the phone, make sure you follow up in writing.

2. **Put It in Writing**

Always document your concerns or requests. This can be by email, letter, or text message. Include the date and keep a copy for your records.

3. **Keep a Record**

Track every conversation, notice, or request. Write down what was said, by who, and on what date. This can help you later if you need to prove what happened.

4. **Know Your Rights**

The *Residential Tenancies Act* protects you. For example, landlords must do repairs, give proper notice before entry, and cannot evict you without an order from the Landlord and Tenant Board (LTB).

5. **Get Help Early**

If things get worse, contact the [Tenant Support Program](#). Acting early can prevent bigger issues.

Appendix C - Tenant record-keeping sheet

Keep this sheet with your rental papers. Update it regularly. It will help you protect your rights and resolve any disputes.

Record Type	Description / Details	Date(s)	Notes/Follow-up
Notices from Landlord	(e.g., N4, N12, N13, notice of entry)		
Maintenance Requests	(e.g., heater broken, pest issue, leak)		Include how/when you reported it
Conversations with Landlord	(e.g., verbal agreements, promises, disputes)		Who said what and when?
Rent Receipts/Payments	(proof of rent paid, partial payments)		
Letters/Emails Sent	(copies of formal complaints or requests)		
Photos/Documents	(of damage, unsafe conditions, etc.)		Keep digital backups too

Tip: Use a notebook, folder, or phone app to keep all this in one place.

Appendix D - What to do in case of fire, flood, or other emergency

1. **Stay safe first**

If you're in danger, leave the unit immediately. **Call 911** for fire, flood, or life-threatening emergencies.

2. **Contact the landlord immediately**

Notify your landlord about the situation as soon as it's safe. If it's after-hours, leave a detailed message.

3. **Take photos or videos**

Document any damage to your belongings or the unit. This can help with insurance or disputes later.

4. **Call for help**

You may be able to get emergency housing support. Contact:

- a. [The Tenant Support Program](#) 905 -546-2424 ext. 1340
- b. [Hamilton Community Legal Clinic](#) 905-527-4572

5. **Keep a record of everything**

Write down when the emergency happened, what was damaged, and any repairs or help you requested.

Extra tip: If your home is not safe to return to, you may have rights to emergency repairs or alternate housing. Get legal help before signing anything!

Appendix E - N13 for renovations checklist

This checklist can help you if you have received an N13 for renovations.

Completed	Task
	Is the termination date on the N13 notice at least 120 days after you received it?
	Is the information on the N13 correct, including your name and address?
	Did your landlord apply for a license within 7 days of serving you with the N13 and did they let you know within 5 days of getting the license?
	If you want to move back in when the renovations are complete, have you sent your landlord a letter telling them you are exercising your right of first refusal ?
	Have you and your landlord made temporary arrangements for your housing during the renovations? Remember, your landlord has two options. They can provide either: A. Temporary alternative accommodation, or B. Pay you compensation until the renovations are complete and you can move back in.
	Have you and your landlord signed the Attestation form detailing these plans?
	Have you given your landlord a mailing address so that they can reach you when you are out of your unit?

Appendix F – Landlord's responsibilities tip sheet

Tenants should get legal advice if you are dealing with any of these issues. You can find more about the [Hamilton Community Legal Clinic](#) and other resources to help you in [Section 4](#) of this guide.

Responsibility area	Landlord's role
Repairs & maintenance	Maintain unit in good repair; meet health, safety, and maintenance standards. Respond to maintenance requests in a timely manner.
Human Rights needs accommodations	Landlords must work with tenants to provide individual accommodations for human rights needs (like disabilities). Even if it is expensive.
Vital services	Provide heat (min. 20°C from Sept 15–May 15), electricity, water, and fuel. Landlords are not allowed to withhold vital services, even if you are behind in rent.
Privacy & entry	Give 24 hours' written notice before entry (8 a.m.–8 p.m.); Must be for reasonable purposes; emergency entry allowed.
Harassment/interference	Must not harass, threaten, or interfere with tenant's enjoyment of the unit.
Locks & security	Cannot change locks without giving new key; tenants need permission to change locks. Landlords cannot lock tenants out of their unit, even if they are behind in rent.
Tenancy agreements	Use standard lease form; provide copy within 21 days; disclose known issues. Anything included in the lease that contradicts the law is void.
Rent rules	Increase rent only once per 12 months with 90 days' notice; follow rent increase guidelines.
Common areas	Keep shared spaces clean and in good repair.
Pest control	Responsible for extermination and ensuring units are livable.
Rent receipts	Must provide rent receipt upon request.

City of Hamilton Tenant Support Program:

- [Tenant Support Program](#)
 - tenantsupport@hamilton.ca
 - 905-546-2424 extension 1340
-

Hamilton Community Legal Clinic

- [Hamilton Community Legal Clinic](#)
 - general@hamiltonjustice.ca
 - 905-527-4572
-

File a By-Law Complaint

- In Hamilton, contact (905) 546-2782 (Option 1)
 - Report online [File a By-Law Complaint](#)
-

Rental Housing Enforcement Unit (RHEU)

- [Call the RHEU](#) at their toll-free phone line: 1-888-772-9277
- File a [Tenant Application](#): Submit an application to the Landlord and Tenant Board (LTB) seeking an order for repairs, rent abatements, or compensation.

This resource was developed for the City of Hamilton by the Canadian Centre for Housing Rights (CCHR).

Prepared August 2025. The information contained in this document is for general information purposes only and does not constitute legal or other professional advice or an opinion of any kind.

