



ONTARIO LANDLORDS WATCH

Solutions Benefitting Tenants, Landlords & Taxpayers

INFORMATION COMPILED DIRECTLY WITH
THE INPUT OF ACTIVE LANDLORDS

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ONTARIO LANDLORDS WATCH

AN IN-DEPTH LOOK at what will HELP LANDLORDS & TENANTS



WHAT'S HAPPENING NOW?

The current climate of the rental market is dire for Tenants as well as for Landlords. Record number of Tenants are seeking rentals and with limited stock it is taking months to find one or when a one is not found and they're having to stay in a unit that doesn't meet their needs. This is a new era in the Rental Housing market creating uncertainty for Tenants a never-ending source of dread and anxiety.

Most would assume that almost of the stock of rental housing is provided by large corporations when in fact there are a significant number of rentals provided by small Landlords with a handful of properties to just one who are hoping to use this income when they retire to fund their golden years. And in many cases, when these small Landlords are confronted by savvy Tenants who are able to educate themselves at the Landlord and Tenant Board by using the system of free lawyers, they discover how to not pay rent for up to 6 months to a year, they learn that they face no criminal charges for intentional damages, they know that they are able to harass and assault Landlords without penalty. Word of mouth spreads like wildfire and this once small pocket of savvy Tenants has grown vastly as noted with 58,423 applications from Landlords for issues related to non-payment of rent. It used to be that the potential profit for real estate investors could absorb the risk required to provide rental housing however that has changed dramatically and now we're all, including Tenants, feeling the effects of years of this type of system which does not encourage expansion of new rental stock

One of the biggest hurdles for Landlords in the public domain is the perception that Rental Housing Providers are sharks seeking high yields by taking advantage of Tenants. While owning real estate can produce a very equitable return on investment it is riddled with risks at every turn. Most money made on real estate is when it is sold however it takes years to build that kind of equity and in the meantime, there are list of expenses beyond policies that soak up cash flow. For example, insurance, property taxes, accountants, lawyers, bank fees, the ups and downs of the real estate market, mortgage payments, utilities, repairs and replacement of big-ticket items like roofs, central air conditioners, appliances and furnaces. If these expenses don't kill your cashflow, then there are other barriers such as low rent increases that don't cover rising taxes and utilities or the rising costs of the aforementioned expenses. Further, the 6 months delay at the Landlord and Tenant Tribunal coupled with orders that punish Landlords unfairly with decisions made by Adjudicators that are operating with a mandate to protect Tenants from eviction to the point of "undue hardship" for the Landlord which in translation means taking a financial hit.

Rental housing is a unique industry where the private sector provides a basic human service – HOUSING. It is this dynamic that causes the Government at every turn to impose stringent legislation, dole out heavy fines followed by maintaining unyielding control with the unjust assumption that if they don't Landlords will take full advantage of renters resulting in chaos. It is not lost most who are having to deal with the current housing market, how ironic this is. The report that the Ontario Social Justice Tribunal has just released for 2017 -2018 has revealed a strong adverse effect by the disproportionate number of Landlord applications verses Tenant applications being heard at the Landlord and Tenant Board with an overwhelming majority of those applications dealing with non-payment of rent. In 2017-2018 alone rental housing providers lost an astonishing \$291 million dollars in non-payment of rent. This amount doesn't factor in all the other Landlords who did not bother to pursue their losses at the Landlord and Tenant Board.

Most would assume that almost of the stock of rental housing is provided by large corporations when in fact more than **50% of rentals are provided by Small Landlords** who own just a handful of properties to just one who are hoping to use this income when they retire to fund their golden years. And in many cases, when these Small Landlords are confronted by savvy Tenants who are able to educate themselves at the Landlord and Tenant Board by using the system of free lawyers, they discover how to not pay rent for up to 6 months to a year, they learn that they face no criminal charges for intentional damages, they know that they are able to harass and assault Landlords without penalty. Word of mouth spreads like wildfire and this once small pocket of savvy Tenants has grown vastly as noted with 58,423 applications from Landlords for issues related to non-payment of rent. It used to be that the potential profit for real estate investors could absorb the risk required to provide rental housing however that has changed dramatically and now we're all, including Tenants, feeling the effects of years of this type of system which does not encourage Small Landlords to keep providing Housing.

WHO IS THE SMALL LANDLORD?

I am a person who invested in an Ontario property. This makes me a Landlord. The term “Landlord” has a lot of negativity. It brings back memories of British Lords with castles and ripping off working class people. That’s not me. Please call me a “Housing Provider” or an “Ontarian Resident who wants provide a safe and nice home for people in my own community who want to rent from me.”

At some point in time, I hope that this property gains value, and I can sell it for more that I bought it. It’s a great concept that you could work towards in your lifetime – if you are so inclined. Until then, you need a place to live, and I need a tenant; you need me, and I need you.

Please take care of my property. I understand it’s your home, but it’s my house. If I know that you will keep your home in decent condition, I will be much more motivated to ask you to help me pick out a colour next time I paint the walls, or replace the carpet.

Please pay your rent and pay it on time. Please don’t think I’m some kind of super rich predator sucking you dry and spending your rent on Ferrari’s and caviar. I work two jobs and have a mortgage on my own home. My one rental property is nicer than my own house I live in. My car has over 200,000 kms on it and is 12 years old. I am not getting rich on this venture. In fact, for the first 12-18 months of me buying this property, I am going to lose money. Even then, this home that you are living in will only net me \$250 per month after all expenses have been paid. Doing the math, I believe that works out to \$3,000 per year; I hope I the roof and the furnace holds out. I can only increase your rent by a very small amount each year. Everything goes up in cost like gasoline and groceries, it’s a part of life.

I promise to respect you and your personal rights. I will give you proper notice before I enter. I know this is your home, but understand it is my house. If I need to replace a toilet or fix something, let me in because I am trying to maintain the property. I hope the respect will be mutual. After all, it’s the little things that count. If we can all get along, we will both enjoy working with each other. I am not here to mess with your life.

I was you once and perhaps you will be me one day. I know what it’s like to rent. I know what it’s like to be a Tenant. It’s actually a decent way to live. I never worried about the roof, the plumbing, needing a new stove or fridge, or even if the carpet was getting worn down and needed replacing. I never worried if the city increased utilities, or taxes. I paid a flat rent rate, I let my landlord worry and take care of all of the rest of it.

If we both recognize that you need me, and I need you, this will work out just fine.

Sincerely,
Landlord

BACKGROUND HISTORY of NON PAYMENT OF RENT

(stats taken from the STJO Annual Report)

<http://www.sito.gov.on.ca/documents/stjo/201718%20Annual%20Report.html>

Since 1998 when the Landlord-Tenants disputes were transferred from the Provincial Court system to the Landlord and Tenant Tribunal roughly 90% of applications were filed by Landlords and 10% were filed by Tenants.

Case Type	Application Description	2017-18	2016-17	2015-16
A3	Combined application usually includes an L1	3,878 (5.3%)	4,067 (5.6%)	4050 (5.7%)
L1	Terminate & Evict for NON-PAYMENT of Rent	47,595 (65.6%)	49,489 (67.6%)	48,940 (68.4%)
L9	Application to COLLECT RENT	1,218 (1.7%)	1,628 (2.2%)	1,892 (2.6%)
L3	Terminate the Tenancy FAILED SETTLEMENT	5,552 (7.7%)	5,478 (7.5%)	5,559 (7.8%)
	Total number of cases involving non-payment of rent	58,423	60,662	60,441

Conservatively number of months it takes to resolve a settlement from filing with the LTB to eviction 10,804 cases resolved by mediation by which Landlords are paying Tenants cash for keys (Evictions) Tenants are requesting \$2,000 and upwards of \$15,000 to leave.	5 mon. \$1000 per month of non-paid rent	\$291 million Collectively lost by all Private Landlords in ONTARIO	\$303 million Collectively lost by all Private Landlords in ONTARIO	\$302 million Collectively lost by all Private Landlords in ONTARIO
\$200 to \$50,000 per tenancy	Cost of tenant damage ranges from a few hundred to tens of thousands	Does not include damages	Does not include damages	Does not include damages

It is time now for Government officials, politicians and law makers to turn to Landlords to help them develop new policies that work for both parties. In the past, this process has not included Landlords but now the public sector is reaching out and we are ready to share ideas that we are confident will turn this around and create a rental housing sector that benefits all. Below is a list of changes and policies that will almost instantaneously maintain and create rental stock which in turn will benefit Tenants greatly.

Following each point is a proposed solution and that will indicate what the impact will have on the current housing crisis.

1. Taking non-payment of rent out of the Landlord and Tenant Tribunal Hearings
2. Tenants receiving Ontario Disability Supports Program (ODSP) and Ontario Works (OW) or any other Government Funding that supports rent, shall not have the option of interrupting this agreed upon method of payment to the Landlord
3. Judgments made at the Tribunal given to both parties on the same day as the hearing
4. Expedited Hearings
5. Allow for video and phone hearings instead of having to be physically present

6. Remove the arbitrary 11 day wait period before contacting the Sheriff to perform an eviction
7. Tenants must pay all rental arrears before being allowed to file an appeal
8. Adjudicators to allow minor corrections on both Tenant and Landlord applications during their LTB Hearing
9. Changes to the yearly rental increase
10. Damage Deposit
11. Pet Deposit
12. Allow private Bailiffs to perform evictions
13. Provide legal aid at the Landlord and Tenant Tribunal Hearings for both Landlords & Tenants
14. Allow Landlords to hire whomever they would like to represent them at the Tribunal as they do in Small Claims
15. Adjust the Landlord and Tenant applications user friendly and each form should be standard
16. Removal of the 72 hour wait period of the Tenant's belongs after an eviction order has been processed by the Sherriff
17. Mediation
18. Impact of Municipalities on rental stock
19. Small Landlords are the answer to the housing crisis

1. Taking non-payment of rent out of the Landlord and Tenant Tribunal Hearings

The number one application from Landlords to the LTB is for non-payment of rent. Eradicating the delay at the Landlord and Tenant Tribunal Hearings would greatly release this backlog and provide savings for the Government while creating and maintaining rental stock thus improving the current rental climate for Tenants. When it is easier to evict Tenants who don't pay their rent, it will entice average people who have been reserved about investing in real estate. Currently it takes approximately 6 months for the Tribunal plus a large payment to a Paralegal to obtain an eviction for non-payment of rent, this new system will take that wait time approximately 2 months and thus the loss can be absorbed by the small Landlord much more affordably.

Here is what we propose as a solution: **Remove N4 / L1 applications from being heard by an adjudicator at the LTB**

Step One: Customer Service Officers (CSO) will receive non-payment of rent applications from the Landlord via the website or at a drop off centre such as Service Canada after 3 days of Tenant's rent being past due.

Step Two: CSO will contact Tenants via phone, text, email and/or mail informing them about the Landlord application. Within the Government Lease Tenants will provide the Landlord of best method of contact and a number to call or method to use to update their information if it changes at any point during their tenancy.

Step Three: After receiving a notice of non-payment of rent, Tenants are required to call or email the Landlord and Tenant Board Customer Service Officer within 7 days of receiving the notice. Tenants have 14 days to show proof of rent payment or schedule a binding payment plan to be paid in full before the next month's rent is due. After a payment plan has been submitted by the Tenant and rent is still not paid the Landlord can file a standard eviction that will be issued by the Landlord and Tenant Board and a copy of the order will be mailed to both parties via priority mail.

If the Tenant does not complete steps two or three of the process, the Landlord can file for an eviction order with the Landlord and Tenant Board Customer Service Officers. Again, the eviction order will be sent via priority mail to both parties.

Note: the Tenant will have approximately 21 days to pay rent before a notice of eviction is sent. Currently the Tenant has only 14 days to pay before an eviction is filed.

Step Four: Once the order has been delivered to both parties, the Landlord can then file with the Sheriff's office to process the eviction.

The intent of this policy is to lessen the burden of Adjudicators and remove the backlog of hearings from the Tribunal. Current legislation states, within the Landlord and Tenant Act, that **it is illegal for Tenants to withhold rent. Allowing a hearing at the Tribunal for why a Tenant has not paid rent contradicts legislation and permits and even condones illegal activity.**

At present, there are no fines for Tenants nor any negative repercussions for Tenants requesting hearings for non-payment of rent. In fact, this one issue alone is solely responsible for the back log of cases at the Tribunal and disproportionately requires a staff of approximately 190 persons at a cost of about \$17,527,878.05. Even the Human Rights Tribunal (the largest after the LTB) requires a staff of only 46 people cost approximately \$4, 253,666. The number applications are also vast with the LTB handling 159,535 while the HRT handles 20,742.

A large portion of those LTB applications were related to non-payment of rent. Ridding the Tribunal of these types of applications opens up approximately 47,000 spots to hear Landlord applications for damages and impaired safety and Tenant applications regarding maintenance, enjoyment of rental unit and Tenant disputes with other Tenants. Creating shorter timelines for these applications can produce the creation of more rental stock because real estate investors can be confident that their cases will be heard quickly limiting losses and Tenants can be freed from anxiety living in a stressful environment knowing that situations can be resolved within a manageable time period.

(Stats taken from the STJO Annual Report)

<http://www.sjto.gov.on.ca/documents/stjo/201718%20Annual%20Report.html>

Further Changes to Non-Payment of Rent at the LTB

The current climate of Adjudicator's decisions provides allowances for Tenants an avenue to break the law which is fully supported by the RTA and TLB.

1. **Tenants should not be permitted to file application for a Stay at the Landlord and Tenant Board** for non-payment of rent because legislation states it is illegal for a Tenant to withhold rent.
2. **Tenants should not be permitted to appeal a non-payment of rent at Divisional Court** because legislation states it is illegal for a Tenant to withhold rent.
3. Tenants who have accumulated \$5000 or more in rent arrears should be charged under the criminal code because it is illegal for Tenants to withhold paying rent. As it stands, there is no punishment for Tenants breaking this piece of legislation.
4. Tenants who have been found guilty of the aforementioned offence shall have their names published on the LTB website so that other Landlords would be informed of the Tenants engaging in non-payment practices.
5. Tenants will have the opportunity to have their names taken off the list via a Mediated Process in which the Landlord and Tenant work together to agree to an acceptable amount of restitution.
6. Landlords should be provided the right to charge interest on rent that has not be received by agreed upon due date at a rate of 1.5%. This is normal practice of any profitable business and after all providing rental units to the public is a private enterprise not a social service entity. Tenants are already used to paying penalties for not paying bills on time; this would eliminate treating Tenants differently than the rest of the general population.

For more information on this topic contact Kayla Andrade directly at olwlandlords@gmail.com

2. Tenants receiving Ontario Disability Supports Program (ODSP) and Ontario Works (OW) or any other Government Funding that supports rent, shall not have the option of interrupting this agreed upon method of payment to the Landlord

The ability for an ODSP or an OW Tenant to alter the Government Lease after it has been signed and all terms have been agreed to by both parties is violation of the contract in the most basic terms. Breaching a contract without consequence questions the validity of the agreed terms of any document. Tenants should not be allowed to receive rent money directly instead, the Government funded rent program should stipulate that it must be paid to the Landlord directly.

1. Tenants must agree to all the terms of the Government Rental Agreement specific to methods of payment that cannot be altered without the agreed consent of the Landlord, Tenant and Agency.
2. Landlords will be mandated to report non-payment of rent to the ODSP or OW or any other related Government program where funding for rent is provided to inform them that the Tenant has not paid rent.
3. Government agencies that look to the public sector to provide housing for ODSP and OW Tenants must be granted special provisions that exceed the boundaries of the legislation that governs private rentals.
4. Private Landlords that house OW and ODSP Tenants are able to apply for funding for damages and will be reimbursed this includes all related out of pocket expenses.
5. Private Landlords that house OW and ODSP Tenants are able to apply for the reimbursement of outstanding rent and any related out of pocket expenses.
6. Private Landlords that house ODSP and OW Tenants that commits a crime for which they are charged, can request an expedited eviction.
7. Private Landlords that house ODSP and OW Tenants can refuse anyone with a criminal record. Currently Social Housing is allowed this option.
8. Private Landlords that house ODSP and OW Tenants can request that any alterations to the rental unit to accommodate Tenants under the Human Rights Code will be covered by the Government.
- 9. Any agency that is providing housing supports through Government funding, must report missed rent payments as soon as they become aware or suspect that it taking place. This piece will provide immense savings within the Social Housing budget and will ensure that funds are to going for housing, not in the pockets of ODSP or OW Tenants who see this loophole as a source of unlimited flow of cash for them to spend any way they choose.**

10. In order to receive funds for damages, Landlords are mandated to take time and date stamped photos of the rental unit at the time of move in and must complete unit condition report signed by both parties.
11. The Landlord must provide a unit condition report to the Tenant within 30 days of moving in.
12. An N11 mutual agreement eviction signed by both parties can end rent payments from the ODSP or OW office.

When Landlords don't receive rent, they file for eviction. Many of these evictions for Tenants on ODSP or OW would be instantly eliminated if this loophole was closed preventing Tenants from spending their rent money and starting the eviction process. This would be a real step in the right direction to ending homelessness. These individuals were once housed however the pull of addiction or any other vice that the Tenant feels takes priority over housing has left them once again homeless.

By allowing Tenants to spend rent money without consequence allows for the abuse of funds with no penalty or expectation for repayment. In fact, government funded programs are specifically created to pay for missed rent payments. You need to ask yourself, why were there missed rent payment from ODSP or OW Tenants in the first place? This wastes millions of hard earned tax payer dollars every month and is simply unsustainable in already cash strapped Housing Crisis. **In Cambridge alone, Social Housing provider and partner Bridges, paid almost 1 million dollars of non-paid rent to Landlords of ODSP or OW Tenants to stop evictions.** Just by counting how many municipalities there are all over Ontario, you can start to add up the number of misappropriated funds and amounts are staggering. Now it's easy to see why there is a lack of funds for Social Housing.

Landlords who have experienced losses when promised continued and secured rent after their participation in such programs decide either to get out of the rental housing market altogether or become very skilled at attracting a different type of clientele when selecting their next Tenant. This is evident in the number of applications the LTB receives from Landlords for non-payment of rent coupled with the diminishing private rental stock.

The social impact in areas of homeless and the opioid crisis plays a part also. A Tenant who suffers from addiction for example, by allowing them to remove the payment from going directly to the Landlord, Tenants all of a sudden have access to a an ongoing substantial revenue source which is used to purchase narcotics and extends their ability to use and heightens the risk of an overdose and death. **The most common time for overdoses is around the 1st of the month when they have cashed their rent cheques instead of using it for housing.**

3. Judgments made at the Tribunal given to both parties on the same day as the hearing

When a hearing is complete, the Adjudicator is to write the order immediately following the hearing on the same day.

1. This procedure will prevent delays in justice for both parties.
2. More importantly prevent delays which currently leave Tenants living in undesirable situations for an over extended period of time increasing stress and disturbing home environment.
3. Prevent errors with the decision since all information will be right at hand and both parties are accessible to respond to questions or for clarification.
4. Allow landlords to apply for the Sheriff's office immediately after a judgment preventing delays.
5. Cost saving for the OSJT of mailing judgments and orders.
6. Ensures both parties received a copy of the order again preventing delays.

4. Expedited Hearings

In circumstances, like with any public service system, there are times when immediate action is absolutely necessary in order to protect safety, prevent damages, remove individuals posing as paying Tenants and remove Tenants operating illegal activities which places all other Tenants at risk.

1. Create a 24-hour hotline for Landlords to address serious concerns of safety and property damage when there events happen outside the operating hours of the LTB.
Allow Landlords to apply for an immediate eviction when the general public or other Residents/Tenants are in immediate danger. **A recent case is the death of a 2-year-old that occurred in Toronto from a falling AC unit out of a Tenant window that was improperly installed.**
2. Allow Landlords to apply for immediate eviction for extensive purposeful damage.
3. Allow for an immediate removal of squatters with full police assistance – if the Owner can produce documentation of the current Tenants and the Squatters cannot, this would be proof enough.
4. Expedited LTB hearing dates for L6 Illegal activities.

5. Expedited N5 notices when the Tenant is impeding the enjoyment and rights of the Tenant or Landlord.
6. Situations will be reviewed and approved by LTB Customer Service Officers

These changes to the LTB can dramatically make an impact on safety and limit damages to a tolerable level for Landlords. The recent death of a 2-year-old is a direct result of a lack of policy that allows Tenants to wait until they attend a Hearing at the LTB to be forced to deal issues which at this point is taking 6 months. In tenancies where Landlords live in the same building as the Tenant behaviors impeding enjoyment of the Landlord creates stress and undesired living conditions that in turn removes a rental unit from the market as a result of a bad experience. On the flip side, Tenants having to live in conditions that are unfavourable and stressful as a result of the behaviour of a Tenant or a Landlord is equally problematic. Home is where you live, there is no escaping if there are events and issues happening that make life in your own home unbearable, an expedient process would quickly resolve those issues. With a climb in the need for mental health services it is paramount that process can be utilized to provide immediate relief of a bad situation and lessen the strain on our Health Care system.

5. Allow for video and phone hearings instead of having to be physically present

The purpose of including this piece is to allow for hearings to take place when Landlords, Tenants, Mediators or Adjudicators cannot be physically present. With Ontario being vast in size, traveling to destinations can cause delays. Allowing the use of available technology can reduce delays dramatically and increase customer service without losing the quality of service. In terms of cost savings, it could mean the elimination of hotel stays for Mediators and Adjudicators, remove the need to book space to hold hearings and inclement weather would not be a factor. For Tenants on a limited budget, travelling is an expense that could be a factor in not pursuing an application against a Landlord. Landlord and Tenant Offices which are already existing could be used to create space for hearings to occur which in turn creates more savings. Video and phone LTB Hearings would eliminate scheduling issues between regions and optimize current Adjudicators. For example, if an Adjudicator in Sudbury had only half a day of hearings, they could adjudicate for the afternoon in Windsor.

1. Allow video and phone LTB Hearings
2. Remove the requirement that LTB Hearings have to be attended in person
3. Alter legislation so that available technology can be implemented
4. Provide sites where Tenants and Landlords can participate in video and phone LTB Hearings

5. Provide mandatory timelines for LTB cases to be heard at the Tribunal (which now can be achieved through the implementation of video and phone technology)
6. Accommodate limited mobility Adjudicators, Witnesses, Tenants, Landlords any other necessary person by offering video and phone hearings
7. Allows a system for persons who suffer from mental health issues (such as social anxiety) to participate from the comfort of their own home
8. Accommodate Landlords who may have to attend multiple cities which may present scheduling conflicts at the LTB with video and phone hearings
9. Remove barriers to obtaining an LTB Hearing by offering video and phone options

6. Remove the arbitrary 11 day wait period before contacting the Sheriff to perform an eviction

Although not stated in any part of either the Residential Tenancy Act or the Landlord and Tenant Act, all Ontario Adjudicators have collectively decided between themselves without input from any official or the community group be it Tenant or Landlord that there should be an 11 day wait period before a Landlord is able to book an eviction with the Sheriff. Since this is not lawfully legislated, this practice should be abolished.

This arbitrary practice has placed an extraordinary burden on the rental housing market since it ties up units that could be available to other waiting Tenants. It ensures another 11 days of non-paid rent for Landlords which in most cases when evictions are processed by the Sheriff are accompanied by Tenant damages which need to be addressed before the unit can be available.

1. Landlords should be able to apply for the Sheriff right after the hearing
2. Remove the arbitrary 11 days wait period so that these units are available for waiting Tenants

7. Tenants must pay all rental arrears before being allowed to file an appeal

One of the most unfair pieces of legislation within the LTB is that Tenants are permitted to file and appeal without ever having to pay their rent arrears. This single piece of legislation places undue hardship to the Landlord in the way of a financial burden which is contributing to real estate investor selling their properties to home buyers and removing more rental housing from the market. Further, allowing this to continue demonstrates to a Tenant an appeal application can be used to manipulate the system so rent arrears can accumulate and free living can continue.

8. Adjudicators to allow minor corrections on both Tenant and Landlord applications during their LTB Hearing

Adding to the frustration on both sides of Landlord and Tenant Tribunal is the absurd insistence of perfection with applications made to the Board, allowed to proceed to a Tribunal hearing and then dismissed without even hearing the complaint because of minor error such as a misspelled name or an amount of rent arrear off by 5 cents. With the knowledge that a large majority of the rental housing market is owned by small Landlords (more than 50%) who may only have one rental unit, it cannot be expected that they would have the knowledge or understanding to fill out applications perfectly nor the finances to hire a paralegal. In direct contrast Tenants can obtain free legal advice and even representation regardless of their income. It is not that uncommon for Tenants to have a higher income than a Landlord.

1. Insist that Adjudicators allow minor corrections on applications during hearing
2. Promote an environment that allows for a balanced approach rather than an iron fist
3. Provide legal assistance to both parties at Landlord and Tenant Board Hearings

If this is implemented, delays at the Board will be eliminated as well as having to re-file an application. If the role of the Adjudication is to resolve Landlord and Tenant disputes then they should be resolved without delay so that both parties don't feel disenchanting with the Landlord and Tenant Board Tribunal process.

9. Changes to the yearly rental increase

Currently the rate at which rental increases are permitted does not cover the expenses of increases for rental property owners. To simplify the rent increases must cover the following: Property insurance, banking fees, utilities, accountant fees, property taxes, building materials and labour to address repairs, maintenance services such as plumbers, lawn & snow maintenance, rental unit licencing. In the past when rental increase limits were removed, Landlords were able to charge enough of an increase to cover expenses at a rate of between 1% and 5% and there was a rise in rental units being built. This is the amount we need to charge to maintain cashflow and address maintenance. The previous Government set the maximum rental increase at a rate of no more than 2.5% which still stands. Recently, changes by the Winn Government to the Landlord and Tenant Board to applied new rent controls across the board and thousands of projects that were to create much needed housing were scrapped or their money was invested into the condo market instead.

1. Allow for Landlords to increase rents to a certain limit that is not tied to the way the current amount is determined.

2. Allow Landlords and Tenants to negotiate their own rent increases which must be approved by an Customer Service Representative at the Landlord and Tenant Board.
3. If the current rent is below what is determined to be affordable rent for that type of unit/accommodation then the Landlord will be permitted to raise the rent to 80% of the pre-determined affordable rate.

Here is a list of affordable rents provided by Lutherwood WKC area (host housing programs for low-income earners) UNITS: Bachelor: \$939, 1 bedroom: \$1,205, 2 bedrooms: \$1,428, 3+ bedroom: \$1,506

For example, a unit currently way below market rent at \$500 (current affordable rate \$1,205) for a one bedroom could now be raised to \$964 which is below at 80% of the rent price. Doing this will help retain rental units and allow Landlords in both the private and public sectors to address much needed repairs and upgrades improving living conditions for Tenants. This could be a solution for Landlords so they do not evict to renovate. It can also revamp old Government held rental buildings that are in dire need of repair but have no funds which now can be purchased by Private Landlords then rented to house low-income families provided that a stipulation was that rent go directly to the Landlords without the possibility of the Tenant having it directed to them. This does not burden the low-income Tenant because they are many Government programs that allow funding for affordable rent rates, it will however mean that Tenants will have less disposable income and will be paying 30% of their income on rent.

4. **All Tenants must pay affordable housing rates. Currently rent discounts are given to Tenants that they don't need it. By making it a policy Tenants pay affordable rents and not less so that future repairs to Social Housing buildings can be conducted. It is a well-known fact that the current Social Housing stock is in poor condition so much so that many are in violation of various fire codes, property standards, city bylaws and require upgrades to essential systems like sewer and water. Providing units well below affordable market rents doesn't factor in necessary ongoing maintenance resulting in more rental units disappearing from the rental stock.**
5. Rent increase rates should differ for rental units where utilities included due to increase in utilities.
6. Rent increase rate should differ for rented condos due to increase in condo fees.
7. Remove the legislation that does not allow Landlords to apply for an increase to higher hydro rates. Ironically this coincided with the passing of the Federal legislation that allows cannabis to be grown inside a rented premise.

These changes will have a dramatic impact on the retention and building of new rental stock. If real estate investors can rely on certain policies that maintain cash flow even if it is a small amount of cashflow or minimal loss of monthly cashflow they will continue to purchase rental property increasing stock year after year. This is the ideal situation for a Tenant. An abundance of rental housing will lower rents due to the concepts of supply and demand resulting in more units becoming affordable without intervention by Government.

10. Damages and Damage Deposits

The largest financial hit that Landlords face after rent losses are damages caused by Tenants. The price tag can be a few hundred up to and can exceed few hundred thousand. Landlords expect wear and tear and most budget for this however intentional damages or repairs that go unreported causing more damage are inexcusable. After a Landlord experiences destruction of their rental property at the hands of a Tenant the idea of investing in real estate is quickly squashed and they get out of the rental housing market. We all know someone who used to invest in real estate. Currently, Tenants can damage property and there is little consequence for doing so. In fact, due to the delays at the Board exceeding 6 months, Landlords are cutting their losses and paying off Tenants just to get rid of them however in most case these homes don't end up back in the rental market they are sold to homeowners and another waiting Tenant feels the crunch. Allowing for damage deposits provides the Landlord a little security when damages occur and it creates an environment so that Tenants to have "skin in the game" and will take care not purposefully or unintentionally damage the rental unit or leave maintenance issues unreported.

1. Allow a damage deposit of anywhere between one full month rent to half month rent or turn last month rent into a damage deposit.
2. Allow an Adjudicator to apply an order for the use of the last month rent deposit to cover damages.
3. Tenants who cause purposeful damage exceeding a \$10,000 amount will be criminally charged with mischief or vandalism or it can also be that Tenants who cause intentional damage at any price point, can be criminally charged.
4. It should be mandatory that Tenants be criminally charged with damaging their rental and the Landlord reserves the right to request an immediate eviction and an Adjudicator must approve it without undue delay.
5. Landlord must provide documentation of damages including before and after photos or any other type of documentation that would validate the claim to be able to lawfully keep damage deposits.
6. Landlords can apply for an immediate eviction for damages to the rental unit if they are severe and can be considered malicious and purposeful by sending a Customer Service

Officer evidence along with the police report which states the charge of either mischief or vandalism.

7. **If a Landlord has held a damage deposit in bad faith, the Landlord must pay the Tenant double the amount of the deposit that was initially paid.**
8. A Landlord can apply for an eviction when a Tenant refuses entry with proper 24 hours notice on the first offence if the reason for entry is to repair intentional damage or damage that is being caused due an unreported repair such as a water leak which if not immediately addressed will cause further damage and cause undue hardship to the Landlord.
9. If an eviction is granted, the Tenant must provide their contact information to the Landlord until such a time that the damages are paid to the Landlord.
10. Yearly, if a damage deposit is having been depleted the Landlord has the right to request that the funds be topped up to the original amount from the day the Tenant moved into the rental unit. If the Tenant does not top up the damage deposit within 14 days of receiving the request the Landlord can apply for an eviction or the Landlord can increase the rent to a level that will pay cover the damage deposit over a 12 month period in addition to the regular yearly rent increase.

This would encourage Tenants to leave the unit clean and remove their garbage which is an increasing problem since collection of garbage in many municipalities is no longer weekly. When unwanted items and garbage is left for the Landlord, it causes move-in delays for Tenants upon move-in day and is a financial burden for Landlords with trips to the landfill sites.

Offering this type of damage deposit will increase rental stock since there are protections in place that will ease the minds of real estate investors. They will know that there is recourse in the way criminal charges and the possibility of an expedited eviction to limit financial losses.

11. Pet Deposit

Due to previous legislation allowing Tenants to have pets without the consent or agreement from the Landlord or putting limits on the number of animals a Tenant can have, has inadvertently put an undue burden and hardship by way of damages caused by pets on to the Landlord. Further, this legislation is unknowingly creating an unsafe environment for Landlords and their maintenance workers by not having to inform anyone that they now have a pet. This is especially evident when emergency repairs are required, the Tenant is not home and you enter suddenly to be faced with a dog and uncertain situation that is not safe for you or the animal.

1. Limit the number of animals that that Tenants can have in a rental.

2. Tenants must inform the Landlords about any pets they have during the tenancy and the breed, size and number.
3. Allow for a pet deposit yet to be determined amount.
4. Require that Tenants provide proof of vaccinations of pets to Landlords on an annual basis or as required by law.
5. Any dog determined to be dangerous by the Landlords insurance company shall not be permitted to reside at the rental property.
6. Tenant is required to inform their insurance company about the number of pets, type, breed and size of each pet so that proper coverage can be determined in the event that a claim must be made.
7. Allow for a monthly pet deposit of \$10 per month for the duration of the Tenancy and to be returned to the Tenant in full if there is no damage or cleaning required as a result of a pet.
8. The allowable damages in order to apply the pet deposit include and damage to property both inside or outside the rented premises or common area, cleaning of ducts that require the removal of pet dander and hair, removal of feces from inside or outside spaces, cleaning of any broadloom or excessive cleaning required to remove pet hair or pet waste from vents, baseboards or other areas. Pictures must be provided by the Landlord in order to prove their claim.
9. For Landlords who retain the pet deposit and cannot produce valid evidence to support their claim, the Landlord shall pay double the amount of the pet deposit to the Tenant without delay.
10. A small pet deposit should be allowed and after a year or two years of inspections, the pet deposit could be returned to the Tenant by the Landlord.
11. Tenants must either remove or control their pets during inspections or when work in the unit is being conducted as to interfere with the Landlord.
12. When required pets must be registered the City as provisions state at the municipal level.

ALLOWING LANDLORDS TO ENFORCE A PET DEPOSIT CAN PROVIDE SECURITY TO ON THE FENCE REAL ESTATE INVESTOR TO CONSIDER PURCHASING A RENTAL UNIT. ALLOWING A PET DEPOSIT CAN OPEN THE DOOR TO TENANTS SEEKING ACCOMMODATIONS WITH A PET.

12. Allow private Bailiffs to perform evictions

Currently, there are delays at every level of eviction from the beginning in the form of wait times on eviction forms to the 72 hour wait to remove the Tenant's belonging after the locks have been changed. It seems that we can change how long it takes to have the Sheriff conduct an eviction and it's one of the easier pieces of legislation that can be fixed immediately.

1. Landlords should have the option to hire a Private Bailiff or wait for the Attorney General Office Bailiff or Sheriffs
2. Increase the number of Sheriffs if the option to hire Private Bailiffs is eliminated

Allowing this will increase the available rental stock and allow Tenants in dire need of housing access to units.

13. Provide legal aid at the Landlord and Tenant Tribunal Hearings for both Landlords & Tenants

CURRENTLY, ONLY THE TENANT IS ABLE TO RECEIVE LEGAL AID AT THE LTB TRIBUNAL NO MATTER THE INCOME OF THE TENANT. AS PREVIOUSLY MENTIONED, 50% OF THE RENTAL STOCK IS OWNED BY SMALL LANDLORDS WHO MAY OWN A HANDFUL OR JUST ONE. THEY ARE NOT A CORPORATION, THEY ARE AN INVESTOR WHO DECIDED TO PROVIDE A RENTAL PROPERTY EXPECTING A MODEST RETURN OR WHO CREATES A SUITE TO BE A PART OF SUPPORTING THOSE IN NEED OF GOOD, AFFORDABLE, SAFE HOUSING. THESE LANDLORDS ARE ALSO IN NEED OF LEGAL DIRECTION AND MAY NOT BEING ABLE TO AFFORD A PARALEGAL SO ARE LEFT TO REPRESENT THEMSELVES AGAINST A SAVVY HOUSING WORKER THAT IS REPRESENTING A TENANT.

1. Either provide legal aid to both Landlords and Tenants at Tribunals or do not provide it to either one
2. Allow Landlords to have anyone they choose represent them at an LTB Hearing
3. Resend the right of an Adjudicator to base a decision on the absence of the Landlord at an LTB Hearing and fully accept the Landlord's choice of representation be it a Paralegal, Property Manager or anyone the Landlord appoints
4. Make it mandatory that Adjudicators cannot dismiss a case or adjourn a case for another day if either the Landlord or Tenant does not attend the LTB on the date of Hearing. Adjudicators must decide the case and provide their decision immediately thereafter.

5. Currently both Landlords and Tenants have the option of seeking and securing legal representation or advice prior to the hearing date. Should either party fail to exercise this option, the hearing date shall not be delayed.
6. Legal aid shall be offered to both parties prior to the LTB hearing.
7. If the party who filed an application with the LTB is not prepared on the day of the hearing no new date shall be offered and the case will move forward and a decision by the Adjudicator will be made.
8. Redesign the access to rules and regulations on the LTB website used to inform both Landlords and Tenants of their rights and responsibilities user friendly which would cease the need to seek legal representation at the Board.

14. Allow Landlords to hire whomever they would like to represent them at the Tribunal as they do in Small Claims

Paralegals and Landlords

1. Landlords and Property Managers should not be required to hire a paralegal.
2. Property Managers are qualified to represent the Landlord at LTB Hearings and capable of preparing eviction notices, forms and applications. Further, Property Managers have hands on experience with the Tenants and should have the right to present to the Adjudicator at the Board.
3. Any savings that can be achieved Landlords will lower the cost of rent for Tenants because this expense can be lowered when making a determination to purchase a rental property based on the probability of it to cash flow.
4. Allow Landlords to hire whomever they choose to represent them at LTB Hearings as permitted by Small Claims Court. Currently Tenants are permitted to hire whomever they choose. Creating policies that promote different rules for Tenants and Landlords creates an unbalanced system especially when other courts have adopted the same practices for Plaintiffs and Defendants; for all intents and purposed Landlords and Tenants represent at the litigants.
5. Adjudicators must apply the same standard to both parties and late participants to the Board must be treated equally.

15. Adjust the Landlord and Tenant applications to be user friendly and each form should be standard, revise the Standard Lease

Currently, applications forms are not standard. A N4 form requires just the names of the Tenants in the first box however on an N5 form the first box required Tenants names and addresses. The same is true for Landlord forms. This creates unnecessary challenges when

completing paperwork. Creating a stand form for every purpose will eliminate errors which cause delays at the LTB prolonging resolution between the two parties.

The Standard Government Lease requires adjustment to better represent the various types of tenancies that exist.

16. Removal of the 72 hour wait period of the Tenant's belongs after an eviction order has been processed by the Sherriff

This piece of legislation places undue hardship on Landlords and of all the pieces of LTB legislation is one of the most nonsensical and should be eliminated. Requiring Landlords to provide continual access after the Tenancy has been terminated by the Sherriff and placing the Landlord back in a tense situation for 3 days to retrieve items already abandoned by the Tenant places the Landlord in an undesirable position littered with the potential to escalate requiring police assistance. After this time a Landlord is permitted to dispose of Tenant's belonging any way they see fit. The Tenant should not have the option of reopening a case at the LTB and claiming rights to the abandoned property in cases where the Sherriff had to perform an eviction.

17. Mediation between Landlords and Tenants to resolve issues

Mediation is a powerful tool to thwart Tenant evictions and to handle Landlord disputes. At this point both parties have come to the table with the goal of working things out. Offering mediation an alternative to having an LTB Hearing would lessen the number of case heard at the Board.

1. Mediation should be offered to the Landlord and Tenant before hearing at the LTB and not on hearing the hearing date. The Hearing date should be reserved for disputes that cannot be resolved through mediation.
2. Mediation should be offered via video, phone or in person. Technical advancements have been developing to make this a very viable option.
3. Mediators can resolve many more cases because they would be able to provide this service daily much like a Customer Service Officer.
4. Mediation before a LTB Hearing would allow for a faster process and both Landlords and Tenants would understand their rights and responsibilities.

5. Mediation would be binding and a desirable option for both parties would eliminate the practice of putting Tenants and Landlord names in a database and posting the case on the LTB website in the public domain.
6. Provide sites where Tenants and Landlords can participate in Mediation.
7. Accommodate limited mobility Tenants and Landlords by offering video and phone mediation who may otherwise have chosen to not to resolve an issue. It also allows access for persons suffering from mental health issues which may be limited by participating at an LTB Hearing but feel more comfortable with a less formal setting such as mediation.

18. Impact of Municipalities on rental stock

The involvement of the Municipality with rental units has created a decline in available units for rent and responsible for higher rents.

1. Municipal governments should not send out letters to tenants informing them their rent has decreased due to deduction in taxes for the Landlord because other expenses have increased that are not covered by the minimal yearly increase that the Landlord and Tenant Board determines.
2. When Municipal Property Standards are involved and policies their motivation is not first and a foremost concern about Tenants, it is based on motive to create more revenue for the city. A great example of this is water billing and rental unit licensing.
3. LTB Customer Service Officers should be requesting Municipalities conduct inspections of rental units to act as a bipartisan 3rd party in an effort to prevent Tenants from claiming poor maintenance at LTB Hearings in an effort to obtain a rent rebate.
4. At the Provincial Level Water Billing practices that charge Landlords for a Tenant's delinquent water and sewage bills is unreasonable. Removing this practice this would open the door for many more Tenants.
5. Landlord licensing needs to be abolished because there is already a system established to deal with maintenance issues both the LTB and with the implementation of Building Standards accessible through each city's bylaw office. A licensing that is only for certain small Landlords with 6 or less units is not a fair system. This one act alone has caused rents to increase by 30% for example in the city of Waterloo compared to neighbouring Kitchener and Cambridge who have not implemented this policy. Landlords have been discouraged from investing in areas that insist on rental licensing and put their dollars elsewhere.

Apart from LTB and RTA provincial government should also incentivize landlords and investors to supply the market with much needed private affordable housing units by:

1. Eliminating development charges
2. Providing property tax breaks
3. Prohibiting municipalities from applying NIMBY by-laws such as maximum sq ft requirements when adding accessory apartments to an existing single-family dwelling
4. Enhancing Part 11 of the building code to facilitate practical application instead of rigid and unreasonable city building inspection requirements based on their unique interpretation of Ontario Building and Fire codes and ensuring consistent application of Ontario Building

19. Small Landlords are the answer to the housing crisis

1. Working with directly with Landlords who can build secondary suites within their current home can increase the supply of housing within 6 months and cost the Government a fraction of current cost to build new buildings that don't meet the numbers required or the timelines in which it is required.
2. This approach doesn't require more funds from the already overburdened taxpayer to create housing
3. Saved taxpayer funds can be used to operate the operate Ontario Social Justice Tribunals.

Real Life Example:

- Currently Waterloo Region is paying between \$70 to \$90 dollars per day to house the homeless in shelters and even more money is spent on motels used to supplement shelters when over capacity
- Temporary shelter costs in Cambridge and Kitchener for 70 beds is \$407,000
- Government Housing recently spent 7 million dollars to create just 34 units and have offered subsidies to Tenants meaning that rents are below affordable rates creating a situation in the future that will leave no money to repair the building as time wears on

LISTED BELOW ARE OTHER SMALL CHANGES THAT WOULD MAKE A BIG IMPACT

Filing Fees

Charge the same fee for Landlords and Tenants to file application at the LTB. Currently landlords are paying \$175 to \$190 and tenants are paying \$50

Database of repeat offenders

Landlords and Tenants who abuse the system and have been brought to the board 3 times shall have their names added to a public database.

The database will provide a history for Adjudicators, Mediators and Customer Service Officers used to paint a clearer picture of either Tenants or Landlords

Knowing Landlords and Tenants can be added to the database will encourage meditation. Only the Adjudicator can add a name to the database.

Allow both parties to negotiate

Allow Tenants to negotiate with Landlords for evictions and once that agreement is made, either part cannot breach the agreement with an application to the Board under the provisions bad faith. Either party will have 7 days after the agreement is signed to have a “change of heart” by providing written notice to be delivered in the manner that both agreed to communicate. This act will mean that the contract is null and void thus unenforceable.

Abandonment of the unit

Landlords should not have to apply to the LTB when it is evident the unit is abandoned using such indicators as the disconnection of utilities and the removal of furniture used for sleeping

Personal use for Corporation

When small landlords own small multi-family real estate and it is placed in a corporation allow to these types of Landlords evict for personal use when there are a maximum of 4 shareholders. In these cases, these Landlords have relatives that would normally qualify for this eviction however at having the status of a corporation prevents them from exercising their rights.

N5 notices

If the tenant receives 3 N5 notices in the span of one year, the Landlord should be granted eviction and Tenants should not have the option of correct behaviour within 7 days. If they receive more than 3 N5 notices within the same period the LTB Hearing could be expedited. If damages are over \$10,000 only 1 N5 notice is required and case will be expedited to a LTB Hearing.

Extermination

Where Tenants can be held accountable they should be paying for bed bugs, roaches, mice and rat extermination. Tenants way of life within your property and creates such conditions that insects and rodents flourish then Tenants will be responsible for all costs to eradicate the problem. If it is found that Tenants are creating conditions interfere with extermination efforts Landlords can application for eviction the first time.

Additions residents in rental unit

Only Tenants listed on the lease agreement are allowed in rental unit to live there. Visitors are considered guest if they stay less than 30 days. Landlords can then apply for eviction or increase of rental rate to be determined.

Growing cannabis in a rental unit

Landlords should have a say whether or not cannabis cultivation is permissible in their rental units. If the landlords have proof that the Tenant has more than the legal allowable amount of cannabis plants the Landlord can file for an immediate eviction and is extremely dangerous because it causes severe property damage and increases the risk of fire.

Government Lease

Adjust the current standard lease to reflect different rental properties

Short term rules

Allow short term rentals by way of allowing short terms leases and when the Tenant fails to move out on the agreed upon date of Tenancy, the next day will be considered squatting in a rental and the police will perform the lawful removal of the Tenant.

Duty to accommodate

In situations where the Tenant is requesting modifications to the rental unit there should be a monetary limit set instead of the vague legislation stating to the undue hardship of the landlord. Further, Government programs should cover the expense of these modifications so that the Landlord does not have to absorb the cost.

First right of refusal

If the Tenant releases the Landlord from the obligation of first refusal in a written letter then the Landlord is released of the obligation at that point onward.

Lawn care and snow removal should be negotiable

In a single family home the Tenant should provide lawn care and snow removal.

Landlord Agency

Government assistance by way of funding a Landlord support organization with a mission to educate Private Landlords about the LTB and their rights and responsibilities. Work with

Landlords to promote government programs designed to increase housing supply by attracting more investors.