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Residential Lease Agreements in Ontario

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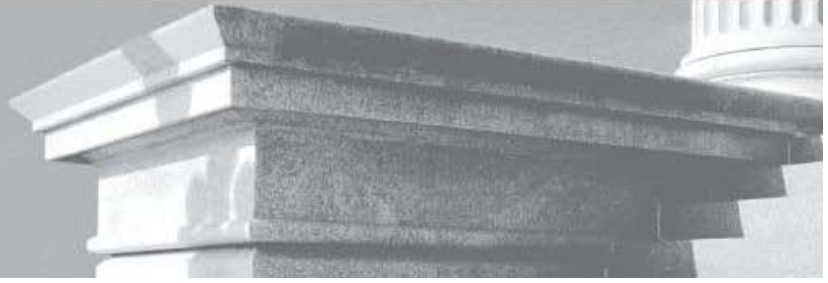


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What is a Residential Lease Agreement?

A Residential Lease Agreement is a contract between a Landlord (the owner of a rental unit) and a Tenant (the person wishing to occupy the rental unit and pay rent). In Ontario, these types of Agreements are governed by the *Residential Tenancies Act, 2006* (the "Act"). The *Act* came into effect on January 31, 2007 and is designed to set the rules for most residential rental housing in Ontario. Importantly, the *Act* says that any provision in a Residential Lease Agreement that is "inconsistent with this Act or the regulations is void" (section 4). What does this mean? Well, as you'll see below, if you have a no-pet clause in your Residential Lease Agreement and you think you can enforce it - think again! Section 14 of the *Act* says that such a provision is void! Ouch! We'll get more into this later on...

How are disputes resolved?

If there is a dispute concerning the application of the *Act* (e.g. the Landlord or Tenant's obligations, termination of the tenancy, rent, etc.), then the Landlord or Tenant may apply to the Ontario Landlord and Tenant Board ("Board") for a resolution. The Board has the exclusive authority to determine applications under this *Act*. The Board is governed by the *Act* and the *Statutory Powers Procedure Act*, and has its own [Rules of Practice](#). If you need to bring an application to the Board, you should [consult with a lawyer](#) as to how to do this (they will know the documents and processes better than anyone else).

What are the Landlord's Obligations under the Act?

The *Act* imposes a number of obligations on Landlords. Even if a Residential Lease Agreement says otherwise, it is not enforceable if it is ever brought before the Board on an application for a determination. Here are SOME of the Landlord's statutory obligations:



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