



Safety Guide for Ottawa's Residential Landlords

If you need a copy of the 2015 edition of the *Safety Guide for Ottawa's Residential Landlords* in an accessible format, please contact us at cpo@ottawa.ca. This guide is also available on our website at www.crimepreventionottawa.ca.

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Warning and disclaimer

The rules set out in this Guide reflect the law as it stands at June 30, 2015. Both the *Residential Tenancies Act* and other laws change from time to time. Users should check the latest version of this Guide at www.crimepreventionottawa.ca, and take other steps to check whether the rules that affect you have been amended. This Guide provides information, not legal advice. While every effort has been made to make the information accurate, any situation may include factors that point to different steps than the general suggestions made below. No liability is accepted for the use of this Guide.

Safety Guide for Ottawa's Residential Landlords

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1

Introduction and Purpose

This booklet has been designed to assist small- and medium-sized landlords to avoid and overcome the challenges of crime and disorder (such as drug dealing) on their property. By preventing problems and addressing problems that already exist, it is possible to break the downward cycle associated with neighbourhood decay.

This booklet highlights certain areas of the *Residential Tenancies Act* (RTA), which governs residential tenancies in Ontario. It attempts to explain a landlord's role and responsibilities, and the legal options available to combat illegal activity and other issues that interfere with the peaceful enjoyment of people's homes.

Whether the unit is in an apartment building or a spare room in your house, the decision to rent is not one that should be made lightly. Both tenants and landlords have rights and responsibilities, and you should learn about them before entering into your first tenancy agreement.

As a landlord, it is up to you to learn the facts and to protect yourself—police and other officials can and will help, but only in accordance with the law. Many issues will still require a lawyer or a paralegal specializing in these issues, or action at the Landlord and Tenant Board. It is important to note that the rules set out in the RTA override any agreement that you make with a tenant.

When people live close to one another, the types of problem behaviour vary a great deal. There are many possible causes for such behaviour, and the appropriate response often depends on the cause.

Landlords and public officials cannot usually stop problem behaviour immediately. The law seeks to balance: (1) a tenant's right to remain in his/her home without interference and (2) a landlord's right to protect his or her interests, as well as the reasonable enjoyment of other tenants. Often a landlord must follow a lengthy process that has many steps. That can be very frustrating to the victims of the problem behaviour, whether the victims are other tenants, neighbours or the landlord. This booklet is meant to help all parties understand those steps.

Following the steps suggested in this booklet will result in safer, more secure rental buildings, which will save you time and money, and improve Ottawa's rental neighbourhoods for everyone's benefit.

2

Tenant Selection

IN THIS SECTION...

- 2.1 Introduction to Tenant Selection
- 2.2 Exceptions to the *Ontario Human Rights Code* Requirements
- 2.3 Grounds for Refusing a Tenant
- 2.4 Criminal Records Checks
- 2.5 Income and Credit Information
- 2.6 Obtaining Emergency Contact Information
- 2.7 Checking Rental and Other References
- 2.8 Renting to Students, New Immigrants and Other First-Time Renters
- 2.9 Explaining Expectations to Prospective Tenants

2.1 Introduction to Tenant Selection

Carefully checking the past behaviour of prospective tenants may be the most important step in renting out your property. It reduces the risk of accepting someone who will be a problem tenant, which can save you thousands of dollars and a lot of time in the long run.

Accepting an applicant just because you have been unable to locate anyone more suitable is a dangerous practice. It is easier to avoid renting to problem people than it is to evict them once they become your tenants.

Most of the rules about residential tenancies in Ontario are set out in the *Residential Tenancies Act* (RTA). However, the RTA does not restrict a landlord's right to accept or reject an applicant (also known as a "prospective tenant"). The restrictions are set out under the *Ontario Human Rights Code* (the Code). The Code specifies that it is discrimination (and therefore illegal) if a landlord rejects a prospective tenant based on any of the following grounds:

Race	Sexual Orientation	Ancestry
Age	Place of Origin	Marital Status
Colour	Family Status	Ethnic Origin
Pregnancy	Citizenship	Disability
Creed (i.e. Religion)	Sex (i.e. Gender)	Receipt of Public Assistance



To avoid violating an applicant's rights under the *Ontario Human Rights Code*, you should ask every applicant exactly the same questions and use the same standard for deciding who you will and will not accept as a tenant.

2.2 Exceptions to the *Ontario Human Rights Code* Requirements

The Code permits a landlord to refuse to rent to someone based on any of the grounds listed above if the owner or his or her family lives in the premises and shares a bathroom or kitchen facility with the tenant or roomer.

A landlord can also refuse to rent to someone on the basis of their gender where all the residential accommodation in a building, other than that of the owner or his or her family, is restricted to persons who are of the same gender. (This enables a landlord to operate an all-female or all-male rooming house.)

2.3 Grounds for Refusing a Tenant

Screening applicants is a three-stage process: (1) Gather the necessary information; (2) Check the information; and (3) Make the decision to rent or not to rent.

Usually, a landlord can refuse to rent to a tenant for a reason not listed in the Code. Some of the valid reasons for refusing tenancy are when the tenant:

- refuses to provide identification
- has previously been evicted from a rental unit because of bad behaviour
- has a criminal record
- has left previous rental units in a bad condition
- has poor credit references (and no co-signer)
- refuses to consent to a credit check

However, refusing to rent for other reasons could indirectly violate the Code, as is explained in section 2.5 below.

2.4 Criminal Records Checks

A landlord can use a criminal record check to screen out prospective tenants who have engaged in criminal behaviour that can have a negative impact on a tenancy, such as illegal drug trafficking or violence. To obtain the report, you will need to go to a local police station with the prospective tenant, and have them complete a request form. (You may want to save this step for last in order to avoid incurring fees for applicants that you have already determined are not suitable tenants, because the current charge for the report in Ottawa is \$46.)

Some landlords may choose to do a criminal record check in every situation; however, at the very least, you should require a criminal record check for units that are particularly appealing to criminals. One example is a detached house with an attached drive-in garage, which can easily be used for a grow-house operation. Another example is a unit with windows easily accessible from the street that a drug dealer can use as a sales point.

Landlords should obtain a criminal record check, not a police record report. A police record contains information about non-criminal contact with the police. Asking for a police record report can be seen as unnecessary, and may well violate the *Ontario Human Rights Code* (according to the Ontario Human Rights Commission).

2.5 Income and Credit Information

You have the right to ask for (and require) information about the income of the tenant and other members of the household, but only if you also ask for credit references and rental history information from the prospective tenant. This will help determine whether the prospective tenant will probably be able to pay his or her rent, whatever their income is.

Under the *Ontario Human Rights Code* you cannot set a minimum income requirement (i.e. a requirement that a prospective tenant have a certain minimum income to rent from you). However, you can take their income into account as long as you also ask for and look at what credit references and rental history the prospective tenant provides. No matter how low a person's income is, past payment of a comparable rent out of that income should override income concerns.

The landlord has the right to obtain a credit check on a prospective tenant. To obtain the credit check, you need his or her consent in writing. The credit check may be done by contacting Rent Check Credit Bureau at 1 800 661 7312, ext. 238 or by emailing sales@rentcheck.ca.

For an effective credit check, ask for the tenant's full name, date of birth or Social Insurance Number (or preferably both), and identification (such as a driver's license). Some prospective tenants refuse to give their Social Insurance Number and they have the right to do so. This may only be a sign that the prospect is careful, not that they have anything to hide.

You are allowed to ask for and check the applicant's employment history, but for most buildings, your application form should offer check boxes for Ontario Disability Support Program (ODSP) and Ontario Works (OW). Your application form should say: "Receipt of public assistance is not a disqualification. Ensure that you provide a rental history, which we will consider along with your credit check and your income."

2.6 Obtaining Emergency Contact Information

You should also obtain contact information to be used “in case of an emergency”; for example, if the tenant becomes seriously ill, dies or disappears. As will be explained in section 6, below, this contact information can also be useful if the tenant has or develops a mental health problem.

2.7 Checking Rental and Other References

It is a good idea to obtain references from a prospective tenant's current and previous landlords. Remember that if the prospective tenant is a poor tenant, the current landlord might provide an unrealistic reference in order to be rid of the tenant. Therefore, it is important to require (and check) references from previous landlords.

Like past employers, landlords may also want to be helpful to a past tenant. In giving a reference, everyone should try to be accurate and balanced. Misstating facts is unfair and unhelpful to one or both of the parties. If a landlord is unable to provide someone with a positive reference for a past tenancy, he or she should simply give the dates and basic details of the tenancy unless they are probed for more information.

In checking references, remember that some applicants may be dishonest and provide fake references. Before you telephone the reference, you should check that their name and telephone number match the listing in www.Canada411.com (this online directory is kept up-to-date). Some people check references by paying a visit to the person's business or residence, which allows them to see if the person providing the reference is who they say they are. A visit to the prospective tenant's current residence on short notice can show whether they keep it clean and neat.

It is also a good idea to obtain information about the prospective tenant's current employment, including the telephone number, address and length of employment. Besides being useful in the tenant screening process, this could help you track down the tenant to collect unpaid rent, if necessary.

2.8 Renting to Students, New Immigrants and Other First-Time Renters

In some areas of the city, students account for a large part of the rental community. Many first-time student renters have little or no credit history and have never lived away from home. That presents special concerns for landlords and other tenants. When renting to students, it is important to make sure that they understand their legal obligations and how they need to behave in the rental community.

Other concerns arise for new immigrants and other first-time renters. It is important to note that there is a difference between having no credit history and having bad credit history, and between having no employment record and having a bad employment record. Where there is little or no rental or employment history, landlords may wish to require guarantors or co-signers to help address those concerns.

TIPS FOR AVOIDING PROBLEM TENANCIES

Advertise widely to obtain a large pool of applicants.

Do not rent to the first applicant you meet.

Ask for a government-issued photo identification such as a driver's licence or a passport.

Get consent for a credit check, then complete the check.

Always check references carefully, including both current and previous landlords and employers.

Be wary of people who need to rent quickly—check their references carefully!

Explain expectations to ensure acceptable behaviour in keeping with the building and the neighbourhood.

Keep your property in good repair; a well-maintained property attracts better tenants.

Avoid renting to friends or relatives of problem tenants.

Have a presence around your property; conduct periodic inspections.

Consider hiring a professional property management company.



2.9 Explaining Expectations to Prospective Tenants

As a matter of common experience, students and other young people are more likely to make a lot of noise than older tenants. Under the Code, you are not allowed to refuse to rent to them for that reason. However, if a student or young person applies to rent in a quiet building, you can point out that the building is one where noise is not tolerated by you or the tenants. Your best approach is to point that out to everyone who applies to rent in buildings of this type. This can also apply to renting a building in a quiet neighbourhood.

The reverse is also true. If you have a building where many tenants are noisy or keep later hours, you are best to point this out to prospective tenants so that people sensitive to noise do not move in, only to be dissatisfied and unhappy. This can also apply if you are renting a small building next to other buildings with noisy occupants.

You should explain the rules and expectations of the building to every prospective tenant. Ensuring a “fit” in behaviour between new tenants and existing tenants will make for satisfied tenants and less turnover.

This is also true when it comes to ensuring a “fit” in behaviour with the neighbourhood. By making prospective tenants aware of expectations, you can also help reduce conflicts with neighbours.

INFORMATION AND DOCUMENTS TO REQUEST FROM PROSPECTIVE TENANTS (APPLICANTS)

Government identification

Current contact information

Last 2 or 3 places of residence, including name and telephone numbers of landlord

Proof of income

Name of current employer, position and length of employment

Name of previous employer, position and length of employment

Banking information

Information required to obtain a credit check, including written consent, full name, and date of birth or Social Insurance Number (but preferably both)

Criminal Records Check (see p. 3)

Emergency contact information



3

Welcoming Tenants and Early and Continuing Contact

IN THIS SECTION...

3.1 Required Notice

3.2 Rules and Responsibilities

3.3 Garbage and Recycling Rules

3.4 Ensuring All Necessary Repairs are Done by the Landlord

3.5 Move-in Inspections

3.6 Early Inspection for Unit Condition

3.7 Maintaining a Presence

New tenants may not know their rights and responsibilities under the law in Ontario, or the rules and expectations of the building they are moving into. It is important that the tenants know the rules they must follow to avoid future problems.

3.1 Required Notice

The *Residential Tenancies Act* (RTA) requires landlords to provide tenants with a copy of the Landlord and Tenant Board's two-page "Information for New Tenants" brochure, which contains basic information about the rights and responsibilities of landlords and tenants, the role of the Board and how to contact the Board. This form can be obtained from the Board's website at www.ltb.gov.on.ca.

3.2 Rules and Responsibilities

On move-in day, or even beforehand, landlords should provide the tenants with a list of rules and responsibilities they must abide by. Although some items on this list may already be included in the lease, it is wise to reiterate these rules in order to reinforce their importance so that the tenant will be more inclined to follow them. Some things that could be written on this list include:

- Parking
- Lawn care
- Keeping the property free of debris
- Clearing the snow from the driveway
- Minimizing the amount of noise

3.3 Garbage and Recycling Rules

Landlords should also make sure that new tenants are aware of any neighbourhood rules, such as garbage and recycling placement and collection days. Landlords should give tenants a copy of the City's garbage collection calendar. In a building with a common area, posting a copy of the calendar is a good idea.

Landlords should also make sure their tenants know how the garbage has to be put out, namely in a proper container or properly wrapped to keep animals out of it, and without hazardous wastes or sharp objects such as used needles. The City Solid Waste Services Branch provides flyers to explain the recycling and garbage rules. You can obtain copies of the flyer and the collection calendar to give to your tenants by calling 3-1-1, or by sending an e-mail to 311@ottawa.ca.

As a landlord, you should either monitor your new tenants' garbage or appoint someone to do so (like a long-standing tenant in the building). That way, compliance with the garbage rules can be ensured. If garbage or recycling is put out too early, you or the person you appoint needs to take it to the back of the building until the proper time.

The City can fine you if the garbage is not put out properly. Garbage can also reveal other trouble at a unit; for example, used needles being thrown out.

3.4 Ensuring All Necessary Repairs are Done by the Landlord

Under the RTA, landlords must meet certain building and maintenance standards. Ensuring the building and the individual rental units are well maintained helps you attract and retain good tenants. Good repair and maintenance also discourages crime and other bad behaviour.

You should inspect the condition of a unit before a new tenant moves in so that you know of any repair needs and can address them within a reasonable period of time. Landlords cannot rent a unit in “as-is” condition; the repair requirements of the RTA override any agreement that you make with your tenants. Therefore, any work that needs to be done to comply with the three maintenance requirements set out in section 4 below must be done.

3.5 Move-in Inspections

Landlords and tenants should do a move-in inspection at the start of the tenancy. That way, both parties can identify any maintenance or repair issues that need to be addressed so that expectations are met. It is useful for both parties to sign an inspection report to confirm the condition. That will be good evidence of the condition of the unit if the tenant later causes damage.

3.6 Early Inspection for Unit Condition

In 2006, the law was amended to specifically allow landlords to enter rental units to inspect their state of repair (with written 24-hour notice). Landlords should inspect a unit about one month after a new tenant moves in. That way, any problems can be addressed early. If problems are visible, further and frequent inspections will be necessary. If all is well, then further inspections can be combined with the required annual check of the smoke detectors or other fire safety systems (see section 4).

3.7 Maintaining a Presence

In all tenancies, it is useful to maintain a presence at the rental building. Being seen around the building lets your tenants know that you care about the building and what goes on there. This is particularly important in rooming houses where tenants often spend more time in their units and live in small spaces very close to one another. In rooming houses, an experienced live-in superintendent is extremely valuable. Even with a superintendent, the owner or property manager should visit a rental building often, at different times, and on different days of the week.

Especially for buildings with fewer units, neighbours can serve as an “early warning system” if you exchange contact information with them and encourage them to let you know if they observe anything problematic. This can also reduce complaints to the City.

If the landlord is the owner of several detached homes or townhouses that are spread across the city, they or their property management team should schedule semi-annual inspections. This allows for any property maintenance problems to be solved proactively. It also gives the landlord an opportunity to find out if the tenants are behaving according to the rules and responsibilities they have promised to follow. This practice is supported by the RTA.

4

Repair and Safety Obligations

IN THIS SECTION...

4.1 Repair Obligations under the Residential Tenancies Act

4.2 Inspections and Requests for Repairs

4.3 Fire Safety

4.4 Property Standards Safety Issues

4.5 Ontario Renovates Funding Program

4.6 Security from Crime - CPTED

4.7 Crime Free Multi-Housing Program

Aside from legal obligations, there are several obvious reasons why landlords should keep their properties clean and in good repair. These include attracting good tenants, retaining good tenants and reducing turnover. Less obvious, but equally important, good repair and maintenance discourages crime and bad behaviour, and sets a positive tone for your dealings with tenants, neighbours, City officials and the police.

4.1 Repair Obligations Under the Residential Tenancies Act

Under the *Residential Tenancies Act* (RTA), a landlord is responsible for the maintenance and repair of a rental unit and the common areas of the rental building. There are three separate and distinct obligations.

Obligation One

A landlord is required to provide and maintain the rental unit and complex in “a good state of repair.” It does not mean that the building must be kept in or restored to new condition. If a small fix is sufficient to leave the unit in a good state of repair, then a complete replacement is not necessary. For example, changing the elements on a stove will be sufficient to have it considered to be in “a good state of repair” without having to replace the entire stove.

Obligation Two

A landlord is required to provide and maintain the rental unit and complex “fit for habitation.” That means that the landlord must keep the rental unit and the building in such a condition that it is both physically and mentally healthy for the average tenant to live there. The landlord's obligation includes providing and maintaining heat, drinkable cold water and hot water suitable for washing dishes and clothes, and bathing, with a reasonable amount of water pressure most of the time; adequate ventilation; serviceable plumbing facilities; secure windows and doors; and adequate light. They are also responsible for inspecting, cleaning and repairing common areas; and cleaning up graffiti in all common areas.

The best way to minimize graffiti is to remove it quickly. The more quickly it disappears, the less likely the same or other “taggers” are to leave more graffiti. Landlords also have an obligation under by-law 2008-01 to keep their properties free of graffiti. Once graffiti is found, it must be removed within 7 days or else a fine plus the cost of removal will be issued to the property owner. For help in removal methods, contact the City of Ottawa at 3-1-1.

Obligation Three

Landlords must ensure their buildings meet health, safety, housing, fire, building code and maintenance standards. The latter refer primarily to municipal property standards and standards set by the health department of the city or municipality where the rented unit is located. For more information on the City of Ottawa's property standards and other by-laws, go to www.ottawa.ca/residents/bylaw/index_en.html.

4.2 Inspections and Requests for Repairs

Once a tenant has moved in, the landlord is not generally required to inspect the rental unit to look for problems. There is a duty to inspect common areas and the units themselves if there is a common problem throughout the building, such as rusting out water pipes. However, every landlord needs to have a system in place whereby tenants can report maintenance problems.

Landlords must respond to maintenance requests within a reasonable time, which varies based on the nature of the repair required and relevant circumstances such as:

- what impact the problem has on the tenant (for example, a broken toilet should be a higher priority than a dripping faucet);
- what is required to fix the problem;
- how much time is required to obtain replacement parts;
- whether the landlord needs to call in an outside contractor and if any are available;
- whether the repair request is made on a weekday or on a Saturday, Sunday or holiday; and
- whether other, more serious repair problems are occupying the landlord or the repair personnel.

Tenants are responsible for keeping their unit in a clean condition, reporting any issues to the landlord promptly to keep them from getting worse, and repairing or paying for any damage that they cause that is not "reasonable wear and tear."

Under the RTA, landlords are relieved of their in-unit repair obligation if the repair is required because of the deliberate or negligent conduct of the current tenant. In other words, if the tenant breaks something, the tenant is responsible for repairing it or paying for the repair. However, a landlord must make the repair if it is required under the City's Property Standards By-law.

If a tenant believes that a request for maintenance has remained outstanding for an unacceptable period of time, he or she can apply to the Landlord and Tenant Board for an order determining that the landlord has breached the obligations to repair. If the Board decides in the tenant's favour, an order may be issued that would:

- terminate the tenancy (if requested by the tenant);
- order an abatement of the rent (a reduction or elimination of rent payments);
- authorize a repair that has been or is to be made, and order the landlord to reimburse the tenant;
- order the landlord to do specified repairs or other work within a specified time; or
- give any other relief that the Board considers appropriate, including ordering the landlord to pay the tenant for damage to the tenant's personal possessions.

4.3 Fire Safety

Both landlords and tenants have responsibilities related to fire safety in a rental building.

In most cases, smoke alarms are required between each sleeping area and the rest of the unit and are to be installed in the hallway. Smoke alarms must also be installed on each floor in a unit that does not contain a sleeping area (for example, the main floor and the basement).

Smoke alarms must be maintained in operating condition by the owner. For rental units, any landlord is considered to be the owner (including a property manager). "Maintaining" means regular inspections to ensure that the smoke alarms are working properly and to replace the battery. Landlords should inspect smoke alarms at least once per year. There are additional requirements for buildings with interconnected smoke alarms.

If Ottawa Fire Services inspects a rental unit and finds a smoke alarm not to be in operating condition, the owner/landlord is likely to be charged under the *Provincial Offences Act*. A landlord's only defence is "due diligence"; in other words, that the landlord took all reasonable steps to ensure that the smoke alarm was maintained in operating condition. To prove that, you need to keep a record of the regular inspections, and this, ideally, should be signed by both the person performing the inspection and the tenant.

Additional *Ontario Fire Code* requirements for apartments include fire-rated separations between rental units and common areas (such as fire-rated drywall and doors).

Owners/landlords need to make sure that their buildings, especially older buildings, comply with the fire safety regulations. When you purchase a building, or if you do not know whether or not your building has been evaluated or is up-to-date, you should retain the services of a professional to determine whether it meets current *Ontario Fire Code* requirements.

Tenants are also responsible for fire safety. It is an offence for any person to intentionally disable a smoke alarm. To ensure the safety of all tenants, landlords should take action against tenants who do so, which may include a warning letter or a Notice of Termination (discussed later in this booklet).

While not required by law, new smoke alarms near kitchens or bathrooms should ideally be equipped with a shut-off switch so that they reset automatically in 10 or 15 minutes. Otherwise, tenants are liable to disable the alarms and then to forget to re-enable them. Hard-wired detectors that have no reset button are a bad solution. Numerous deaths have resulted from tenants disabling smoke alarms.

As of October 15, 2015, carbon monoxide detectors are required in houses, condos and apartments that have a fuel burning appliance such as a fireplace, gas stove, water heater or furnace, and in condos or apartments with a common wall or floor/ceiling separation from a room with a fuel burning appliance (such as the building furnace room). Landlords have the responsibility of adding new detectors and replacing old ones. Tenants are responsible for not disabling them.

4.4 Property Standards Safety Issues

The City of Ottawa's Property Standards Department enforces compliance with City by-laws regulating property maintenance and occupancy standards. These standards are intended to resolve issues of public or occupant safety in or around existing buildings or on vacant land. The City inspects buildings and/or properties when there is a complaint concerning the interior or exterior condition.

You can obtain a copy of the City of Ottawa's Property Standards By-Law by visiting www.ottawa.ca/residents/bylaw/a_z/index_en.html or a City Client Service Centre. Visit www.ottawa.ca or call 3-1-1 for the centre nearest you.

4.5 Ontario Renovates Funding Program

Ontario Renovates provides limited funding to qualifying landlords to modify their existing unit(s) or building(s) to make them more accessible and in compliance with the *Accessibility for Ontarians with Disabilities Act* (AODA). The program replaces the former Canada Mortgage and Housing Residential Rehabilitation Assistance Program (CMHC RRAP). Information is available from the City of Ottawa Housing Branch or by visiting <http://ottawa.ca/en/residents/social-services/housing/ontario-renovates-program-rental-units>.

4.6 Security from Crime - CPTED

Crime Prevention Through Environmental Design (CPTED) means making a location safe by its design. This includes adequate locking mechanisms, good sight lines, adequate lighting (on motion sensors) and other safety measures. For more information about CPTED measures you can take, visit www.cptedontario.ca.

On request, the Ottawa Police Service will review your property and offer recommendations to improve those aspects of your property. All landlords should take advantage of this service to decrease their property's vulnerability to crime. The Ottawa Police Service's contact information can be found in section 16 of this booklet.

4.7 Crime Free Multi-Housing Program

The Ottawa Police Service's (OPS) Crime Free Multi-Housing Program (CFMHP) is a crime prevention program designed to reduce illegal activity and increase safety in rental communities.

It is a partnership between the police, the owner/landlord and the residents, who work together to reduce illegal or nuisance activity in order to create safer, more stable neighbourhoods.

As part of the program, OPS conducts a yearly inspection of all certified properties. They check deadbolts, secondary locks, window dowels, eye viewers, landscaping, maintenance and adequate lighting. They also provide resident information sessions, pamphlet displays and safety and security notices.

For further information, please visit the Crime Prevention Section of the OPS website at www.ottawapolice.ca or email info@ottawapolice.ca.

Ideally, landlords and tenants will try to understand each other's needs and interests, and to work out agreeable resolutions of their conflicts whenever possible.

5

Repair and Safety Obligations

IN THIS SECTION...

5.1 Investigating Tenants' Complaints and Issuing Warnings

5.2 Investigating Neighbour's Complaints

5.3 Recourse Outside the Residential Tenancies Act and Referral Sources

5.4 Notice of Termination: Why Give Notices Promptly?

5.5 Details in the Notice of Termination

5.6 Trespass to Property Act – Agent Status

5.7 Trespass to Property Act – Notice Prohibiting Entry

Both landlords and tenants have a responsibility to other tenants and to the community at large to ensure that they do not interfere with the reasonable peace and enjoyment of one another. One way landlords can encourage peaceful living among tenants is to introduce tenants to one other. For larger buildings, landlords may want to hold an annual tenant “meet and greet.”

This section will address what a landlord can and should do when they receive a complaint from a tenant in their building, or from a neighbour complaining about a tenant in their building.

5.1 Investigating Complaints and Issuing Warnings

Not all complaints are justified, but they should all be taken seriously and investigated quickly. Investigating a complaint may include:

- checking with other tenants who may have seen or witnessed an activity
- sending a building superintendent to a unit to hear noise
- obtaining a copy of a police report
- checking with neighbours

In any event, you should investigate all complaints to determine whether any action should be taken.

The final steps in the investigation may be to talk with the tenant who is the subject of the complaint. It is important to get their side of the story. Depending on what they say, and what you have learned from others, the discussion with the tenant in question may end with a friendly warning to try to avoid a dispute, an explanation of what they need to do to avoid a further problem, or a strong warning that the behaviour will result in eviction if it continues.

For reasons discussed below and in section 6, you may follow up a verbal warning with a written confirmation of the warning, or with a Notice of Termination in the approved form. The N5 Termination form gives the tenant 7 days to correct their behaviour or fix the damages they or their guests have willingly caused. If the tenant does what is required within the 7 days, then the notice will be void and the tenancy will continue. If the complaint received is more severe and requires more forceful action, landlords should consider proceeding against a tenant on the basis of an illegal act or impaired safety. What tenant behaviour is required for the landlord to be able to proceed in one of those ways is discussed in sections 7 and 8 respectively. All of these forms can be obtained at the Landlord and Tenant Board Ottawa location at 255 Albert Street, 4th floor, or can be downloaded at www.ltb.gov.on.ca by searching N5, N6 or N7 in the search box.

STEPS FOR DEALING WITH COMPLAINTS ABOUT TENANT BEHAVIOUR

Request that complaints be put in writing.

Pay attention to complaints from neighbours, as well as complaints from other tenants.

Investigate complaints with other possible witnesses.

End your investigation with a conversation with the tenant who is the subject of the complaint.

Choose a friendly warning, a more emphatic warning, written confirmation or a Notice of Termination.

Follow up with the person complaining to find out if the behaviour has stopped.



5.2 Investigating Neighbours' Complaints

As a landlord, you also have a duty to your neighbours to ensure that you and your tenants do not interfere with their enjoyment of their property. Behaviour that interferes with neighbours may constitute a nuisance, or another ground for a civil claim against you, or it can result in fines or other enforcement action by the City.

5.3 Recourse Outside the Residential Tenancies Act and Referral Sources

When dealing with disturbances at your rental building, you may need outside assistance, such as Ottawa By-Law Services, or outreach groups to assist tenants with special needs. Please see a list of referral sources at the end of this booklet.

Not only will contacting these references help end the disturbances, but it will also help the landlord build a case should a Notice of Termination need to be presented to the Landlord and Tenant Board. Having documented calls with either the Ottawa Police Service (OPS) or By-Law Services will serve as evidence that the disturbances occurred.

5.4 Notice of Termination: Why Give Notices Promptly?

The most common complaints about tenants involve damage, noise or other behaviour that "substantially interferes with the reasonable enjoyment" of another tenant or the landlord in their use of the residential complex, or with their rights and interests. Notices of termination for those reasons give the tenant the opportunity to correct their behaviour and maintain their tenancy. This means it usually takes two formal notices of termination under the RTA to proceed with an eviction.

If behaviour is bad enough to justify a Notice of Termination, give one. If you do not serve a proper notice of termination for the first serious interference, you and the other people affected (other tenants and neighbours) will need to endure three serious events, not just two.

5.5 Details in the Notice of Termination

When completing notices of termination for bad behaviour other than non-payment of rent, the description of the tenant's behaviour must be quite detailed. Many landlord applications are dismissed because the notices do not contain enough detail. Make sure your notice has enough details, and is accurate. (Before delivering your first one or two notices of termination, you may want to have them checked by a lawyer or paralegal who specializes in landlord and tenant law.)

Every notice should include the "who, what, where, when and how" of the events, when you have that information. If you are not sure of who committed the act, specify "you or your guest." If the behaviour happened on more than one date, include a number of key examples. If you know the time (or an approximate time) that the incident took place, put it in the notice. At the very least, you should be able to state a time range.

For information about the lengths of time for certain notices and other details, see the chart in section 9.

5.6 Trespass to Property Act – Agent Status

Before any problems ever arise, landlords should consider and fill out the "Agent Status" authorization form and send it to the OPS. "Agent status" allows the police to enter into the common areas of the premise without a warrant and enforce the *Trespass to Property Act*. The signed "Agent Status" form specifically authorizes the OPS to act as agent of the landlord to enforce all aspects of the *Trespass to Property Act*, Revised Statutes of Ontario, 1990, Chapter T.21 for the identified premise, operated by the landlord as owner or tenant of the property.

This authorization is intended to confer upon the OPS the same authority as the landlord under the Act, namely the authority to prohibit entry to the premise, and/or where the OPS determines it necessary, to remove from

the premise, any person who has been verbally or in writing, prohibited entry and is therefore unlawfully in the premise. The forms can be obtained by contacting your local Community Police Centre officer. Visit www.ottawapolice.ca/en/contact-us/community-police-centres.asp to locate the centre closest to you.

5.7 Trespass to Property Act – Notice Prohibiting Entry

Unwanted individuals must have been warned verbally or with a written Trespass to Property Notice that they are no longer allowed on the property. This notice gives the OPS the power to remove and/or charge any unwanted individuals who have re-entered your property, remained on your property after being asked to leave, or engaged in prohibited activity on your property.

Once a resident's tenancy has been terminated, the landlord should issue a trespass to property notice (a letter or verbal warning; sample letters are available online) if they feel there is a likelihood that the tenant will return and create some disturbances in the rental unit or rental premises.

6

Interference with Reasonable Enjoyment

IN THIS SECTION...

6.1 Investigating Complaints

6.2 Is the Interference Substantial?

6.3 When is a Notice of Termination Available?

6.4 Interference Due to Irresponsibility

6.5 Warnings with Real Impact

6.6 Accommodation Required Due to Mental Health Issues

Examples of interference include failing to clean up after a pet, not putting out garbage properly, making too much noise, partying too late or using foul language in the rental complex outside the tenant's own rental unit.

6.1 Investigating Complaints

Upon receiving a complaint, the landlord first needs to investigate the facts. Landlords should require that a complaint be made in writing. This screens out events which are not important to the complainant, and provides some assurance that the complainant is telling the truth. A landlord should accommodate a tenant who cannot write English (or French in a Francophone area) by taking down the complaint for the tenant to sign. The first step in the investigation would be to clarify the complaint. A second step may be to find out whether any other tenants or neighbours witnessed the incident(s) cited in the complaint. In some situations, tenants may be reluctant to complain in writing because of intimidation. In such circumstances, landlords may consider alerting their community police officer.

6.2 Is the Interference Substantial?

It can be difficult for the landlord to determine whether or not the noise breach is "substantial," as the landlord is often not notified until the noise has stopped (for example, the following day) so that neither the landlord nor the superintendent can hear the noise for themselves. A certain amount of noise is to be expected in an apartment building or between adjoining yards. The level of noise that is reasonable depends upon a variety of factors, including the age and construction of the building. One can expect more noise to travel through older buildings, and through buildings without concrete walls and floors. Landlords should call By-Law Services and ask them to bring a decibel meter if the noise becomes substantial or persistent.

Under the *Residential Tenancies Act (RTA)*, tenants must take steps to avoid unreasonably interfering with other tenants at all times of the day. This applies especially during hours when people are expected to be asleep, such as from 11 p.m. to 7 a.m. Under the City's Noise By-Law (2004-253), all occupants of properties need to avoid noise that unreasonably disturbs other residents.

6.3 When is a Notice of Termination Available?

A landlord can enforce rights or obligations under the RTA through notices of termination. Applications for termination are heard by the Landlord and Tenant Board. When dealing with interference from neighbours, the most common remedy for landlords is to serve a notice to terminate for substantial interference. That means serving a Notice of Termination on the tenant(s). However, if the tenant rectifies their behaviour, the tenancy may well continue.

A landlord may give a tenant notice of termination of the tenancy if the interference is by:

- the tenant
- another occupant of the rental unit, or
- a person permitted in the residential complex by the tenant.

The interference must normally be:

- Substantial interference with the reasonable enjoyment of the residential complex for all usual purposes by another tenant or by the landlord.

OR

- Substantial interference with another lawful right, privilege or interest of the landlord or another tenant

The RTA does not explicitly cover interference with occupants of neighbouring properties. For the landlord to act against a tenant to protect neighbours, the landlord has to:

- argue that his or her own rights or interests are being interfered with, or
- proceed against the tenant for an illegal act, such as a violation of the City's Noise By-Law.

6.4 Interference Due to Irresponsibility

In many cases, tenants disturb other tenants or neighbours due to ignorance or irresponsibility. Many people assume that other people behave the way they do themselves. For example, students partying at 1:00 a.m. may assume that other people will be up and listening to music at that time. Problems due to ignorance can be reduced by clear statements of the expectations and the rules. Some tenants may just need a verbal or written reminder.

Other tenants, though, may know they are disturbing other people, but not care. Sometimes two tenants, or a tenant and a neighbour, get into a back-and-forth dispute.

When irresponsibility is the cause of the disturbance, the landlord should decide on the appropriate steps. The first step may be a warning to the effect that the behaviour can lead to termination of the tenancy.

Alternately, if the behaviour is significant and the expectations should have been clear, the landlord may be well advised to start with a Notice of Termination in the approved form. This makes the seriousness of the issue clear, and will enable the landlord to pursue the eviction process if the tenant does not correct their behaviour.

For notices of termination for interference, the tenant can void the notice and maintain their tenancy by stopping the unacceptable behaviour. If the tenant starts behaving badly again within six months of the first notice, the landlord can serve a new notice that the tenant does not have the right to void.

6.5 Warnings with Real Impact

We outlined above the cases when a landlord can give a Notice of Termination to a tenant for substantial interference. Landlords may want to use verbal or written warnings for non-substantial interference. One way to make the warnings sound more important is to point out that when the tenants want to rent another apartment in the future, the prospective landlord will want a reference. Even if interference does not cost the tenant this apartment, it may prevent them from renting an apartment they want later. Tell them that!

6.6 Accommodation Required Due to Mental Health Issues

In a small minority of cases, inappropriate behaviour may be the result of a mental disability suffered by the tenant. In such cases, this will hopefully come to light during the landlord's investigation. For example, when the landlord talks to the tenant against whom the complaint has been made, the underlying mental health problem may become clear.

There are a number of actions that may be available to resolve the problem. For example, the tenant may need to have their medication adjusted, or to consult with their health care professional. Or, as the landlord, you may need to bring in assistance to seek to improve the situation. You can seek assistance from the emergency contact you obtained when the tenant applied to rent. Alternately, the tenant may tell you the name and number of a social worker. If you do not have those contacts, you can potentially involve one or more mental health services listed in section 16 of this booklet.

If the tenant appears to pose an immediate and serious danger to themselves or others, telephone 9-1-1 to request police assistance for the emergency.

For an ongoing situation, a landlord needs to "accommodate" a disabled tenant. In this context, the word "accommodation" does not mean housing. Under the *Ontario Human Rights Code*, "accommodation" means making adjustments to what you would normally do, or making exceptions, to help the person with the disability live as full a life as possible.

In rental housing, "accommodation" may mean improving the sound-proofing in the building. It may also mean explaining the need for some tolerance and understanding to other tenants or to neighbours (without giving details about the tenant's disability to the other tenants and neighbours). Under the *Ontario Human Rights Code*, such "accommodation" is required, even though the situation is having a negative impact on other tenants or neighbours.

However, the tenant with the disability needs to cooperate and do their part to reduce a disturbance due to their disability.

Due to the importance and difficulties in balancing the duty to "accommodate" with the obligation to enforce the right of other tenants or neighbours to peaceful enjoyment, a landlord may be well advised to obtain legal advice in this situation.

Illegal Acts and Illegal Businesses

IN THIS SECTION...

7.1 Notice Requirements and Inability to Void and Reinstate the Tenancy

7.2 Evidence Required for Eviction

7.3 Obtaining Expedited Eviction Orders

Landlords have a responsibility to their tenants and to the community to take action against tenants or other occupants who carry on illegal activity in the residential complex.

The *Residential Tenancies Act* (RTA) permits a landlord to serve a Notice of Termination on a tenant who commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex. Examples of illegal acts and businesses include disabling a smoke alarm, drug dealing or illegal liquor sales ("booze cans").

"Properties that are centres of drugs, prostitution and other illegal activities devastate a community and make the entire area unsafe for everyone else. Neighbours in the immediate vicinity are often terrified both in their homes and outside. One drug house has an effect for blocks around; it affects people's perception of the area they live in and prevents the development of a caring community."

Cheryl Parrott, Chair, Security Committee,
Hintonburg Community Association



Illegal drug activity is a serious problem which affects many tenants, landlords and homeowners across the Province of Ontario.

As a practical matter, evicting tenants who are drug dealers can be complicated and difficult, but this is no excuse for not acting. We point this out to emphasize the need for care and quick action; and to promote support from neighbours and the police, rather than risk exposure to criticism that results have not been achieved as quickly as everyone would like.

7.1 Notice Requirements and Inability to Void and Reinstate the Tenancy

If a landlord knows that a tenant is dealing drugs or carrying on other illegal activity in the rental complex, the landlord then has an obligation to other tenants to seek to evict the offending tenant. Almost all landlords are quite eager to evict criminal tenants in order to protect their property and other tenants. There is a shorter notice period for evictions based on drug trafficking (10 days) than for simple possession of drugs and other illegal activities (20 days). In either case, once the landlord serves the Notice of Termination, the landlord can apply to the Landlord and Tenant Board (the Board) immediately. For illegal acts, there is no opportunity for the tenant to correct their behaviour and void the notice.

Hearings for illegal activity of this nature are often scheduled relatively quickly, but it can still take a number of weeks to obtain a hearing. At the hearing, landlords are often met with tenant requests for an adjournment (i.e. a delay) so that they can obtain legal representation. While some tenants will not have looked into obtaining a lawyer before the hearing date, adjudicators are reluctant to refuse such adjournment requests because of the possibility of an appeal if an eviction order is granted. (More information on eviction proceedings is found in section 9 below.)

7.2 Evidence Required for Eviction

Once the hearing gets underway, the landlord has to present evidence to prove the drug trafficking took place. Evidence of the mere presence of drugs in the unit is not sufficient since the Board does not usually regard simple possession of drugs as serious enough to merit eviction (even though it is illegal). Evidence of a large number of short-term visitors to the unit is "circumstantial" and generally not sufficient. Ideally, the police will have charged the tenant and can offer evidence of the drug trafficking.

Police officers can make good witnesses in eviction hearings for illegal acts; however, it can be difficult for the landlord to obtain any information from the police prior to the hearing because of the privacy rights of the accused. The police often cannot divulge any information related to the tenant's activities until they appear under summons at the hearing.

As a result, landlords often must proceed on an application without knowing how good a case they will be able to present. The police are also sometimes restricted in the evidence they can give in a hearing at the Landlord and Tenant Board if doing so could jeopardize the Crown's case on the criminal charges.

Unfortunately, it is often necessary for other tenants to testify about the behaviour of the offending tenant. However, due to fear of retaliation and safety concerns, tenants are often hesitant to testify, and may refuse to attend the hearing. Landlords may need to have a summons issued to those tenants as witnesses to put forward their best case. (Landlords who have personal knowledge of the facts may feel the same fear of retaliation that other tenants do, especially if they live in the neighbourhood.)

As far as eviction applications for illegal activity are concerned, the burden of proof to be met is the civil standard of a "balance of probabilities." However, the more serious the conduct alleged, the more the Board wants to be sure of the facts. As a result, evictions based on such activity require sufficient evidence.

Landlords should obtain legal representation to navigate through the difficulties involved in an illegal act eviction as quickly as possible.

7.3 Obtaining Expedited Eviction Orders

Under the RTA, the Board is required to request that the Sheriff expedite (i.e. speed up) the enforcement of an eviction order based on illegal activity. The Sheriff (also known as the Court Enforcement Office) in Ottawa is located at the Ottawa Court House at 161 Elgin Street. This order will move the eviction to the top of the Sheriff's list. However, that order, by itself, will not eliminate the 7 days' notice which the Sheriff must give to the tenant.

In cases of illegal acts, landlords should ask the Board to issue an order for eviction that directs the Sheriff to provide the landlord with "immediate vacant possession, without further notice to the tenant." If an order includes that specific wording, the Sheriff is not required to give the tenant the standard 7-day notice to vacate, and can enforce the eviction immediately. (See section 10 for more information about the process after you obtain the Board's order terminating a tenancy.)

Asking for that special "immediate vacant possession" is important for landlords because the tenants who are being evicted can do a great deal of damage to the property in the time between the day the order is issued and the day the Sheriff actually does the eviction. Asking for immediate vacant possession is also important to satisfy the police and any affected neighbours that you have done all you can to control illegal behaviour at your property.

"Conduct a security check on any tenant. My wife and children were afraid that these individuals might attack us personally. This ordeal has cost me days of my life. The process to evict the tenants lasted approximately 2 months. I felt helpless and cheated by the system, that it favoured the abusers and the criminals."

An Ottawa landlord, on evicting tenants involved in drug trafficking



8

Behaviour that Endangers Others

IN THIS SECTION...

8.1 Examples of Impairing Safety

8.3 Impairing Safety Due to Irresponsibility

8.2 Notice Requirements and Inability to Void and Reinstate the Tenancy

8.4 Accommodation Due to Mental Health Issues

8.1 Examples of Impairing Safety

The *Residential Tenancies Act* (RTA) states that “impairing safety” is a reason a landlord can use to end a tenancy. Impairing safety means endangering other people. It is not necessarily about being impaired by drugs or alcohol, although that kind of impairment can lead to a tenant endangering other people.

Examples of impairing safety include:

- throwing beer bottles or other items off a balcony
- blocking fire escapes
- jamming open fire doors for extended periods
- setting garbage on fire
- disabling smoke detectors, carbon monoxide detectors or heat alarms

A landlord may give a tenant a Notice of Termination for impaired safety if an act or omission (i.e. failure to act) of the tenant, another occupant of the rental unit, or a person permitted in the residential complex by the tenant seriously endangers any person. To justify ending the tenancy, the act or omission must occur in the residential complex.

8.2 Notice Requirements and Inability to Void and Reinstate the Tenancy

Due to the seriousness of the tenant's behaviour, a notice to terminate for impaired safety requires only 10 days' notice from the termination date, and does not give the tenant the ability to avoid eviction by stopping the problem behaviour. When dealing with acts that impair the safety of other tenants, a landlord is best to serve a Notice of Termination immediately.

8.3 Impairing Safety Due to Irresponsibility

In many cases, tenants impair the safety of other tenants or neighbours due to ignorance or irresponsibility. For example, many tenants do not think of the potential deadly consequences of disabling their smoke alarm, or that setting a small fire could result in burning down the entire building and risking the lives of its residents. However, such behaviour must be taken seriously because of the significant potential harm that can result.

When irresponsibility is the cause of the behaviour, the landlord should decide on the appropriate steps. Due to the seriousness of the behaviour, a landlord should almost always start with a Notice of Termination and continue with an application to the Landlord and Tenant Board (the Board). If, as the landlord, you do not act and later on the tenant causes actual harm, the victim may sue you as well as the tenant. You are safer to leave it to the Board to determine whether or not the Board believes the behaviour will be repeated in the future, and whether or not the tenant should be permitted to stay in the residential complex.

8.4 Accommodation Due to Mental Health Issues

As in the interference situation (discussed in section 6, above), there is a duty to “accommodate” mental disabilities under the *Ontario Human Rights Code*. However, due to the danger involved in acts which interfere with safety, landlords must act quickly and effectively to ensure that the tenant in question receives treatment sufficient to stop the behaviour, or if that cannot be achieved despite the landlord's efforts, then to evict the tenant. Such quick and effective action is needed to protect other tenants, neighbours and the public; and may also be better for the tenant who has the mental health problem since they may move to a living situation in which they will receive more support.

9

Eviction Proceedings

IN THIS SECTION...

9.1 The Need for Good Evidence

9.3 Use of Paralegals, Agents or Lawyers

9.2 Implications of Failure at the Landlord and Tenant Board

Every eviction based on bad behaviour, such as substantial interference (section 6), illegal activity (section 7) and impairing safety (section 8), starts with a Notice of Termination. All notices of termination must be on the forms issued by the Landlord and Tenant Board (the Board) and can be obtained from the Board office at 255 Albert Street, 4th floor, or online at www.ltb.gov.on.ca. See section 5 (above) for information about filling out a Notice of Termination.

As noted above, some notices give tenants a chance to stop their behaviour to void the notice. If that happens, the eviction process stops. If the tenant does not void the notice, or the notice does not provide such an opportunity (such as notices for illegal activity or endangering safety), and the tenant does not move out of the unit, then the next step is for the landlord to apply to the Board. If the notice does not provide the tenant an opportunity to void the notice, the landlord can apply to the Board immediately after serving the notice on the tenant.

The Board will set a hearing date at which time the application will be heard. Most hearings are scheduled at 9 a.m. on a given day, and the parties must expect that they may be at the Board for the whole day. The landlord needs to give the tenant a copy of the application and the notice of hearing.

At any stage in the process, the landlord can approach the tenant to see if they will agree to terminate the tenancy. Mediation is also available through the Board on the day of the hearing. An impartial mediator helps parties to see if they can reach an agreement. Unlike at a hearing, the parties can talk about and seek to resolve any issues relating to the tenancy and do have some control over the outcome. Once the matter goes to a hearing, it is up to the Board member hearing the application to determine the outcome. If mediation is not successful, anything discussed in mediation cannot be brought up at the hearing.

9.1 The Need for Good Evidence

If an agreement is not reached and the hearing proceeds, the landlord will need to present evidence through witnesses, who testify about what they saw and what the offending tenant or occupant did.

Witnesses can also provide relevant documentation to the Board. In an application about damage, that could include the move-in inspection report, photographs and invoices for repairs. In an application for an illegal act, a relevant document would be a police report.

Complaints phoned to the City's By-Law Services, police or property security can all act as good evidence. If a landlord is planning to present evidence to the Board, he or she should contact the services that have received complaints about the tenant and obtain all the information they can under the *Municipal Freedom of Information and Protection of Privacy Act*.

If an application is based on complaints from other tenants who witnessed the specific behaviour set out in the notice, those tenants will need to give evidence at the hearing. Affidavit evidence or other signed statements are usually not good enough evidence. If potential witnesses are unwilling to attend the hearing, you can request a summons from the Board. A summons requires the person to attend the hearing and give evidence. You should ask the Board to give you a summons as soon as you know or think the witness may not want to testify. You can obtain the request form from the Board office at 255 Albert Street, 4th floor, or online at www.ltb.gov.on.ca.

9.2 Implications of Failure at the Landlord and Tenant Board

Applications for eviction can result in many different outcomes. In some instances, the Board member will decide that, in his or her view, the tenant will behave in the future and allow them to stay. Future bad behaviour may then result in termination through the application being re-opened or through a new application.

However, in many circumstances, applications are dismissed because of problems with the Notice of Termination. Examples include a mistake in the termination date (such as giving notice that is too short) or a lack of detail about the incidents listed in the notice. When this is the case, the landlord must start over. That means serving a new Notice of Termination, waiting out any statutory periods permitting the tenant to correct their behaviour and void the notice, and setting the waiting time to a new hearing. That can result in a delay of 6 weeks or more.

Even when the Notice of Termination does not contain any errors, the application may be dismissed because of a lack of evidence. The landlord has only one chance to present all of the evidence necessary to prove the allegations in the notice. If the proper witnesses are not brought to the hearing or if the relevant evidence is not given, the application will be dismissed. The landlord's ability to remove the tenant will be gone until they misbehave again. That can mean a much longer waiting period for other tenants and for community members having to endure the offending tenant's bad behaviour.

9.3 Use of Paralegals, Agents or Lawyers

Landlords are advised to seek legal advice or representation when dealing with problematic tenants. It is important for landlords to be familiar with the legal process and to ensure they are taking all of the necessary steps to address the issues. That is not always an easy task; it is important to recognize when to ask for help.

RESIDENTIAL TENANCIES ACT PROCEDURE FOR REMOVING A PROBLEM TENANT

1. Prepare and serve the Notice of Termination in the prescribed form.
2. If applicable, wait out the remedy period (7 days for interference).
3. File the application with the Landlord and Tenant Board if notice is not voidable or not voided.
4. Serve the application and Notice of Hearing.
5. Attend the hearing and present evidence.
6. Obtain the order.
7. If the tenant does not vacate, enforce the order by filing with the Sheriff.
8. Make arrangements to allow the tenant to retrieve their belongings.



Ground for Eviction	Substantial Interference (N5 form)	Impaired Safety (i.e. endangering other people) (N7 form)	Illegal Activity/Business (N6 form)
Tenant has right to remedy*	Yes**	No	No
Notice period (1st breach)	20 days	20 days	10 or 20 days
Notice period (2nd breach)***	14 days	14 days	N/A
Notes	Landlord must prove that interference was substantial.	Landlord must prove that the act or omission occurred in the residential complex and seriously impairs the safety of any person.	Landlord must prove the tenant committed an illegal act or operated an illegal business at the property.
Challenges	The best evidence is often provided by other tenants who have witnessed the offending behaviour. However, tenants are reluctant (or fearful) to testify against other tenants. The landlord often has no other source of sufficient evidence, and must summon the witnesses.		
<p>* Tenant has 7 days to correct the behaviour, repair the damage, or make satisfactory arrangements to repair the damage. (Evictions for damage are not covered in this booklet.)</p> <p>** Exception where interference is with the landlord in a rental complex containing three or fewer units, and the landlord lives in the building.</p> <p>*** Except for a second N5 notice within 6 months after the first N5 notice became void.</p>			



10 Enforcing Eviction Orders

IN THIS SECTION...

- 10.1 Filing with the Sheriff**
- 10.2 Eviction Day: Steps and Procedures**

10.3 Dealing with the Tenant's Property

10.1 Filing with the Sheriff

If you have an order terminating a tenancy, the enforcement date has arrived and the tenant has not moved out of the unit, you will need to take a certified copy of the order to the Sheriff for your area. A certified copy is the original copy that the Board sends you in the mail after the hearing. The Sheriff (also known as the Court Enforcement Office) in Ottawa is located at the Ottawa Courthouse at 161 Elgin Street. In 2015 the Sheriff's fees for enforcing an eviction order in Ottawa are \$315 plus mileage from and to the courthouse.

When you file an order for termination with the Sheriff's office, the Sheriff will almost always physically deliver a written "Sheriff's Notice to Vacate," which gives the tenant 7 days to move out.

10.2 Eviction Day: Steps and Procedures

In Ottawa, the Sheriff generally telephones the landlord the day before the physical eviction to confirm that the tenant is still living in the unit. It is the landlord's responsibility to arrange for their maintenance staff or a locksmith to attend the physical eviction to change the locks. Changing the locks symbolizes and reflects the delivery of possession of the unit to the landlord in a legal sense, and prevents the tenant from treating the unit as theirs on a practical basis.

The landlord, the Sheriff's officers and the locksmith meet at the rental unit. The Sheriff tells the tenant he or she is being evicted and supervises while the locksmith changes the lock. The locksmith gives the key for the new lock to the landlord. The landlord must not give the new key to the tenant or to any agent of the tenant as that would give back possession of the unit to the tenant.

10.3 Dealing with the Tenant's Property

Sometimes the tenant will not have removed his or her belongings from the unit. The landlord must make the evicted tenant's property available for pickup at a location "near the rental unit" for 72 hours after the eviction order is enforced. Usually the landlord leaves the property in the rental unit, and makes arrangements for the tenant to take it from there. It is critical that the tenant not be given the new key to the unit.

After the 72 hours has passed, the landlord may sell, use or dispose of the abandoned property immediately. A landlord is not required to pay any profits of sale to the tenant or to return the tenant's property. A landlord and a tenant may agree on different terms for the disposal of the tenant's property, either in the tenancy agreement or later. Therefore, you should check the lease for terms dealing with abandoned property.

If it appears that there are valuables left in the unit, a landlord would be wise to take additional steps before disposing of the items to minimize potential claims by the tenants or others. For instance, the landlord should attempt to contact the tenant to inform them that they will be disposing the items after a certain date; the landlord should list the property (and preferably photograph it); and the landlord should conduct a *Personal Property Security Act* search at the courthouse to determine whether there are any registered liens on the property. There may be lien holders, such as finance companies or leasing companies, who have rights to the property. Such lien holders can sue you if you sell or dispose of such property.

Issues Regarding Rooming Houses

According to the City of Ottawa, a rooming house is a building where four or more rooms are rented separately. Rooming houses are governed by the *Residential Tenancies Act* (RTA). The most common situation where a room rental is not covered by the RTA is when a person lives in a house with the owner and they share a kitchen or bathroom with the owner.

Anyone who wishes to operate a rooming house must obtain a licence from the City of Ottawa. To qualify, the building must be inspected to ensure compliance with zoning, building, public health, fire and property standards requirements. Some of the requirements under the *Ontario Fire Code* are set out in the table.

FIRE SAFETY FOR ROOMING HOUSES IN BUILDINGS WITH 3 STOREYS OR LESS, ONTARIO FIRE CODE PART 9 (SECTION 9.3)

Exit doors need to be marked with "EXIT" signs.

For rooms rented in the basement, there must be 2 exits leading outside.

For rooms above a second storey, there must be a fire escape.

Fire escapes must be reached through a common hallway – not by going through someone else's room.

If there are more than 10 roomers, emergency lighting is necessary in the hallway of every floor and in the stairways.

Rooming houses with 5 to 14 roomers must have interconnected smoke alarms in the hallway of each floor.

Rooming houses with 15 or more roomers must have a full fire alarm system.

The kitchen must contain a dry chemical fire extinguisher.

Each floor must have one or more fire extinguishers.



Landlord's Role in Preventing Home Takeovers

IN THIS SECTION...

12.1 What is a Home Takeover?

12.3 Preventing Home Takeovers

12.2 Reacting to Home Takeovers

12.1 What is a Home Takeover?

It may come to your attention that individuals who are not the official tenant of a unit are present in that unit in an ongoing manner. While sometimes this may be the tenant's choice, subject to limitations in the lease, other times, it may NOT be the tenant's choice. This type of situation, known as a home takeover, occurs when a tenant finds himself (or herself) unsafe physically, financially or psychologically because of the presence of people in their home that they may not be able to remove. Situations range from family members who refuse to leave the unit to targeted takeovers of vulnerable people by drug dealers and/or gang members. Individuals are often trapped in the situation and cannot find a way out.

Vulnerable adults are sometimes lured into allowing people into their home in exchange for drugs, food, company, or other perceived benefit. Situations have also been documented where family members have been taken advantage of after offering help. A home takeover poses significant consequences not only for the tenant, but also for the landlord. Once a home is taken over, the chances increase that the property will be damaged and that crimes will occur within the property. In some cases, a home takeover in one unit also disrupts other tenants and brings negative attention to the area. Landlords can play a significant role in ending a takeover and in preventing such situations from occurring or reoccurring.

For more information about home takeovers, download the information booklet for service providers and tenants at www.crimepreventionottawa.ca. You can also order information cards and posters to educate your tenants about how to deal with home takeovers.

12.2 Reacting to Home Takeovers

If a landlord has received complaints from other tenants about disturbances being caused by a unit, the landlord should consider offering the tenant assistance in clearing out the unwanted guests either by asking the "guests" to leave (if they feel their safety or the tenant's isn't endangered) or by calling the local community police officer. The tenant may be unwilling or unable to ask their "guests" to leave, but may be quite willing for the landlord to do so for them. If the landlord becomes aware of a home takeover situation, referring the tenant to suitable services is an important step in restoring a successful tenancy and preventing takeover recurrence.

In other situations, the tenant may not want the landlord to intervene because they are afraid that they will face repercussions from the "guests." The landlord should speak directly to the tenant in order to find out more details about the situation to make sure they are making the best decision for the wellbeing of the victimized tenant, as well as his or her neighbours. If the tenant is reluctant for the landlord to confront the "guests," then the proper course of action would be to contact the local Community Police Office and warn them about the situation (see the full listing at www.ottawapolice.ca/en/contact-us/community-police-centres.asp). Once the police have intervened, services and advice should be offered to the tenant in order to prevent the takeover from reoccurring. See the list of services available at the end of this booklet.

12.3 Preventing Home Takeovers

Landlords can take steps to assist in preventing home takeovers in their properties by:

- **Building a rapport with tenants:** Building a trusting relationship with a tenant puts the landlord in a better position to intervene when problems are identified. This can be done by maintaining friendly contact with tenants, regular check-ins with regards to maintenance, and remaining non-judgmental to avoid creating a hostile relationship with the tenant. In many circumstances, the individual does not understand their situation as a home takeover or does not see the harm associated with it. In these cases, a positive relationship makes it significantly easier to discuss the complexities of the situation and work toward viable solutions.
- **Referring tenants for support:** If a landlord is concerned about a tenant who appears vulnerable or isolated, there are supports available from a variety of providers (e.g. social workers, health workers, personal support workers, probation officers, mental health workers and police). Building a rapport with these service providers is also important. For example, some tenants may be connected to a worker who will be crucial in helping the landlord find an appropriate solution to a takeover. These connections can also serve as a sounding board should the landlord encounter additional takeover situations. See section 16 for referrals.
- **Maintaining their properties:** Diligent property maintenance sends a message that criminal behaviour is not tolerated in a building. The use of trespass notices can also be an effective deterrent for individuals or groups who are nuisances within the building. Changing the locks of tenants who have a history of unwanted guests can also be considered. For tenants who have faced particularly acute types of home takeovers where there is a legitimate fear of retaliation from the perpetrator(s), transferring the tenant to a different unit or building may also help prevent future takeovers of that individual and ensure safety for the tenant and neighbouring residents. Employing security services in a building can also be effective in deterring home takeovers.

A Multi-Stakeholder Approach to Problem Addresses

IN THIS SECTION...

13.1 What is a Problem Address?

13.2 What is the Multi-Stakeholder Approach to Problem Addresses?

13.3 Landlord's Role in the Multi-Stakeholder Approach to Problem Addresses

13.1 What is a Problem Address?

A problem address is the site of ongoing disorderly, dangerous or threatening activities such as a drug house, a gang hangout, or the location of ongoing public disturbance due to disorderly conduct, noise, excessive or dangerous litter (needles, used condoms, etc.), other property standards or property maintenances concerns, repeated out-of-control parties or excessive number of guests that have a significant negative impact on the safety, wellbeing and peaceful enjoyment of the neighbours.

13.2 What is the Multi-Stakeholder Approach to Problem Addresses?

The Multi-Stakeholder Approach to Problem Addresses is an agreement between the Ottawa Police, City By-Law Services and community partners to work together to resolve complex, ongoing problems at specific locations. As of 2015 it is being piloted in one neighbourhood in Ottawa.

As a landlord, the benefits provided by the Multi-Stakeholder Approach to Problem Addresses will include:

- reduced number of complaints
- tenants extending their lease more frequently
- fewer calls made about property damage or maintenance
- increased sense of community cohesion

All of these factors will help a landlord save time and money. It is important that landlords notify the proper agency immediately if they become aware of a problem address.

The agreement can be reviewed on the Crime Prevention Ottawa website at www.crimepreventionottawa.ca.

13.3 Landlord's Role in the Multi-Stakeholder Approach to Problem Addresses

Landlords have a strong interest in seeing the framework succeed and should be involved in some of its process. If ongoing complaints are made about the same property, the complaints will become a nuisance for the landlord. Problem addresses can:

- lower property value
- decrease the chance of finding good and responsible tenants
- increase the number of calls for complaints
- cost a significant amount of money if property damage occurs or legal representation is required

Landlords can play a major role to avoid becoming the owner of a problem address by being careful about the tenants they select. Obtaining a criminal records check and a credit check and asking about previous renting experience are all great ways to avoid renting to people who are likely to cause difficulties for neighbours in the future.

Landlords can also be directly involved in the Multi-Stakeholder Approach to Problem Addresses since they are often the first ones who become aware of a property that is the site of frequent complaints. If you become aware of these issues, whether you are the owner or the manager, contact your local Community Police Centre (CPC) so that they can begin addressing the situation. The list of CPC offices is found at: www.ottawapolice.ca/en/contact-us/community-police-centres.asp along with the name, phone number and email of the officer in charge of each CPC. Tenants and neighbours may also be encouraged to contact their CPC officer to express their concerns.

14 Issues Regarding Domestic Conflict or Violence

IN THIS SECTION...

14.1 Signs of Intimate Partner Violence

14.2 Required Leave of Notice

14.3 Tenants Named or Not Named on Leases

14.4 Two-Way Conflicts

14.5 Once an Arrest Has Been Made

14.1 Signs of Intimate Partner Violence

As caring members of the community, landlords need to be aware of the signs of intimate partner violence (domestic violence) so that they can refer abuse victims to appropriate community resources. Some signs of an abuser are:

- controlling behaviour (watching everything the partner does)
- isolating the partner from friends and family
- verbal abuse

Other signs that can indicate a family at risk of abuse include a partner:

- putting down the other partner
- acting superior to the other partner
- abusing pets

Some signs of an abuse victim are:

- being nervous when the abuser is present
- making excuses to avoid meeting others
- seeming sad, lonely, withdrawn and afraid
- having a lack of input on the family's finances

If a landlord becomes aware of domestic violence, he or she should discretely provide the abused person with the references found in section 16. Once the victim is made aware of resources, chances increase that they will use them. The use of resources like counselling and shelters can also help the victim refuse to allow the abuser to resume cohabitation. When community resources are not available, cohabitation will very often resume, along with the violence. This highlights the importance of a landlord who steps in immediately on noticing abuse and gives the victim the necessary resources to prevent further abuse from taking place.

14.2 Required Leave of Notice

Under the *Residential Tenancies Act*, all tenants must provide no less than 60 days' notice to a landlord to terminate a lease, and if on a fixed-term lease, may only terminate at the end of the lease period. In cases of domestic violence, women may have to leave suddenly for their own safety and may not be able to provide the appropriate notice. As a result, the victim could be faced with extreme financial hardship as they pay rent for two premises unless the landlord voluntarily waives the notice period. In other cases, the financial hardship may be too high, so that the victim is not able to leave and continues to face ongoing violence in their place of residence.

We encourage landlords to consider accepting shorter notice than 60 days to increase all tenants' safety. This would be beneficial to victims so that they can find a new place to live and avoid victimization without having to incur a financial hardship for a situation that is not due to their wrongdoing. Reducing the 60-day notice period would also protect the landlord from receiving future complaints and would protect other tenants from disturbances.

14.3 Tenants Named or Not Named on Leases

Sometimes, if a victim's name is NOT on the lease, they can feel that they have nowhere to go, and might feel tied to their abuser as a result. Alternatively, it can be a threat that the abuser holds over their head, saying for example, "Do as I say or I'll throw you out." It can sometimes be advisable that all parties are on a lease. Additionally, if the lease is in the victim/survivor's name to begin with, the victim can be hurried in to adding a new partner's name onto the lease. In cases where you suspect domestic violence is occurring, a landlord could encourage the victim to add a new partner's name only as an "occupant," and not as a joint tenant, in order to make it easier to remove the abuser, if required.

14.4 Two-Way Conflicts

When the conflict is two-way, the tenants may reform their behaviour so that a peaceful tenancy can continue. However, if the disturbances continue, landlords need to proceed with notices of termination and eviction proceedings to protect the rights of other tenants or neighbours. In severe cases where assault has taken place, whether or not the conflict is two-way, the police should be contacted in order to commence a criminal investigation.

14.5 Once an Arrest Has Been Made

If there has been a violent incident, then the immediate response may be by the police, who will often arrest the accused abuser. The courts may require the accused to stay away from the rental unit. If this happens, the landlord is encouraged to share the list of resources found in section 16 (see Partner Violence Information) with the victim.

If both the abused and the accused are tenants of the same rental unit (i.e. both are on the lease), the situation is further complicated. Because of this, landlords should obtain advice from a competent lawyer or paralegal about what steps they need to take. What follows are general suggestions that can be discussed with a paralegal or lawyer.

If the abuser is in custody or under court order to stay away from the rental unit, the question will arise as to what to do about the tenancy. If the victim wants to move, the landlord should not to push the issue of their right to receive the rent, but agree instead to terminate the tenancy. The accused abuser will usually agree in order to end his liability for the rent.

If the accused will not agree, then the landlord can usually end the tenancy by serving the accused a Notice of Termination for illegal act by sending it by mail to the accused at the unit, and applying to the Landlord and Tenant Board. The victim has no obligation to inform the accused of the arrival of the letter.

If the victim wants to stay in the rental unit as the sole tenant and the landlord is agreeable to a new tenancy with the abuse victim, then the tenancy with the abuser can be ended as described and a new tenancy entered into with the victim. In agreeing to enter into a new tenancy with the victim, the landlord should make it clear that any further significant disturbance will result in the eviction of both partners. As in other problem situations, landlords protect themselves and the community best by taking action on problems, bringing in community resources and enforcing their own rights and the rights of tenants and neighbours to peaceful enjoyment.

Issues Regarding Sexual Violence

IN THIS SECTION...

15.1 Definition of Sexual Violence

15.2 Landlord Responsibility

15.3 Supportive Practices for Landlords

Although intimate partner violence can sometimes encompass sexual violence, both issues are defined separately and can oftentimes be dealt with differently. Some overlap may exist; however, it is important for landlords to be able to distinguish between different forms of intimate partner violence in order to be better prepared to deal with the issue if this type of situation arises. Landlords can also benefit from addressing and preventing sexual violence by having a reduced amount of tenant turnover, an improved reputation and fewer complaints.

15.1 Definition of Sexual Violence

The Ottawa Sexual Assault Protocol defines sexual violence as:

“Sexual assault and other sexual offences included in the Criminal Code of Canada. It can also include acts of violence, hatred and aggression characterized by an attempt to threaten, intimidate, coerce or engage in any unwanted behaviour of a sexual nature, which involves a violation of one's sexual integrity. Examples include, but are not limited to, rape, sexual harassment, stalking, or voyeurism.” (2012)

15.2 Landlord Responsibility

As members of the community, landlords should be aware of signs and impacts of sexual violence, as well as how to address the existence of this form of violence. Additionally, “every person who occupies accommodation has a right to freedom from harassment because of sex by the landlord or agent of the landlord or by an occupant of the same building (Subsection 7(1) *Ontario Human Rights Code*, 2009).”

15.3 Supportive Practices for Landlords

A landlord can sometimes be the first person to become aware of partner violence whether it is of a sexual, physical, emotional, psychological or financial nature. It is important that any complaint or suspicion of partner violence not be trivialized. If the victim is an adult, anyone who seeks to help should consult with the victim before contacting the police (or before confronting the alleged abuser). Doing so without speaking to the victim could result in further abuse.

If you are in a situation where you require further advice on how to react to a potential partner violence case, contact one of the resources in section 16 under Partner Violence Information.

16 Referral Resources

Crime Prevention/Reporting

Life-threatening emergencies or crime in progress		911
Ottawa Police—other emergencies	info@ottawapolice.ca	613-230-6211
Ottawa Community Police Centres	www.ottawapolice.ca	613-236-1222
Ottawa Police—CPTED Unit		613-236-1222 ext. 2319
Ottawa Police—Crime Free Multi-Housing		613-236-1222 ext. 2324
Crime Stoppers		613-233-8477

Property Maintenance and Inspection

By-Law and Property Standards		311
Ottawa Fire Safety Inspectors		613-580-2860
Canada Mortgage and Housing Corporation—Rental RRAP	chic@cmhc-schl.gc.ca	1-800-668-2642

Legal Forms and General Information

Landlord and Tenant Board	www.ltb.gov.on.ca	1-888-332-3234
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Landlord Associations/Help Centres

Eastern Ontario Landlord Organization	www.eolo.ca	613-235-9792
Rooming Houses Response Team		613-244-5300 ext. 3993
Rooming House Services		613-580-2400 ext. 22973
Ottawa Regional Landlords Assoc.	www.orla.ca membership@orla.ca	613-238-4998
Landlord Self Help Centre	www.landlordselfhelp.com info@landlordselfhelp.com	1-800-730-3218

Tenant Screening

Rent Check Credit Bureau	www.rentcheckcorp.com sales@rentcheck.ca	613-216-1295 ext. 221
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Mental Health & Crisis Resources

Royal Ottawa Hospital—Psychiatric Outreach Team		613-722-6521 ext. 7010
Mental Health Crisis Unit		613-722-6914
Canadian Mental Health Association		613-737-7791
Ottawa Distress Centre		613-238-1089
Ottawa Withdrawal Management Centre (Detox)		613-241-1525

Family, Youth, or Seniors Resources

Youth Service Bureau	headoffice@ysb.on.ca	613-688-0440
Children's Aid Society	yourcasquestion@casott.on.ca	613-747-7800
Community Care Access Centre		613-745-5525

Partner Violence Information

Interval House of Ottawa	ecesaire@intervalhouseottawa.org	613-234-5181
Assaulted Women's Helpline		1-866-863-0511
Ottawa Rape Crisis Centre		613-562-2333
Family Services Ottawa	fsfo@familyservicesottawa.org	613-725-3601
Ottawa Police—Partner Assault Unit		613-236-1222 ext. 5407

Tenant Assistance to Find and Keep Housing

Housing Help (West of the Canal)	info@housinghelp.on.ca	613-563-4532
Action Logement (East of the Canal)	info@action-logement.ca	613-562-8219



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