

Tenants and Transactions: How to Avoid Common Pitfalls

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**Tenants and Transactions:
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Resources

Landlord and Tenant Board:

<https://tribunalsontario.ca/lrb/>

Toll-free Telephone:

1-888-332-3234

Landlord's Self-Help Centre:

<https://landlordselfhelp.com/>

15th Floor - 55 University Avenue, Toronto

416-504-5190

Toll free 1-800-730-3218

info@landlordselfhelp.com

*Small scale landlords

Ontario Rental Housing Enforcement Unit:

Telephone: 416-585-7214

Toll-free telephone: 1-888-772-9277

Call centre hours:

Monday – Friday

8:30 a.m. to 5:00 p.m.

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

Additional legal resources are available through Pro Bono Ontario, Advocacy Centre for Tenants Ontario, Community Legal Education Ontario, Legal Aid Ontario and the Law Society Referral Service.

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Resources

Rules, Practice Directions and Guidelines

<https://tribunalsontario.ca/lrb/rules-practice-directions-guidelines/>

Decisions

<https://tribunalsontario.ca/lrb/decisions/>

Legislation and Regulation

<https://tribunalsontario.ca/lrb/legislation-and-regulation/>

Forms

<https://tribunalsontario.ca/lrb/forms/>

Standard Form Lease Agreement

<https://forms.mgcs.gov.on.ca/en/dataset/047-2229>

Additional written resources: the Landlord and Tenant Board, Ontario Rental Housing Enforcement Unit, Pro Bono Ontario, Advocacy Centre for Tenants Ontario, Community Legal Education Ontario, and Landlord's Self-Help Centre.



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Case Law

1. *Wojcik v. Pinpoint Properties Ltd.*, 2016 ONSC 3116 (N12 Notice)
 - If the tenancy was terminated as a result of a notice of termination for personal use by a purchaser, and the former Tenant is alleging bad faith, then the purchaser should be named as a respondent in addition to the Landlord who served the notice of termination.
2. *Sertic v Mergarten*, 2017 ONSC 263 (CanLII) (N12 Notice)
 - If there is a conflict between the oral evidence of the person intending to occupy the unit, and the affidavit they signed, then it is up to the Member to decide which is more persuasive.
3. *Caputo v. Newberg*, 2009 CanLII 32908 (ON SCDC) (N12 and N13 Notices)
 - Even if the notice was served in good faith, or the Landlord intends to carry out the work described in the notice, the LTB must consider all of the circumstances, and whether to refuse to grant the application or to postpone the eviction.
4. *Kohen v. Warner*, 2018 ONSC 3865 (CanLII) (N12 Notice)
 - Occasional or infrequent use of the rental unit is not residential occupation.
5. *Sertic v Mergarten*, 2017 ONSC 263 (CanLII) (N12 Notice)
 - Allowable uses of the rental unit and residential occupation.
6. *Fava v. Harrison*, 2014 ONSC 3352 (CanLII) (N12 Notice)
 - The only issue is whether the landlord has a genuine intent to live in the rental unit. The motive of the landlord in seeking possession of the rental unit is largely immaterial.
7. *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC) (N12 Notice)
 - Good faith requirement when serving an N12 Notice. The LTB must consider whether the landlord has a genuine intention to occupy the rental unit.
8. *Wrona v. Toronto Community Housing Corporation*, 2007 CanLII 3228 (ON SCDC)
 - A notice of entry served on the Tenant must specify an actual time of entry.

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9. *Ball v. Metro Capital Property* [2002] O.J. No. 5931 (N5 Notice)
 - For an application to be successful the Tenant needs to know the specific allegations so they can respond.

10. *Kuzyk v. SK Properties* (November 22, 2001), Toronto Docket No. 106/01, [2001] O.J. No. 5260 (Div. Ct.)
 - If the Notice of Termination is confusing to the point that a reasonable person could not understand what it means, then the Notice would be found defective.

11. *Walmer Developments v. Wolch*, 2003 CanLII 42163 (ON S.C.D.C.); *McKenzie v. Supportive Housing in Peel*, 2006 CanLII 7838 (ON S.C.D.C.); *Connelly v. Mary Lambert Swale Non-Profit Homes*, 2007 CanLII 52787 (ON S.C.D.C.); *Bathurst-Vaughan Mall Limited v. Eini*, 2009 CanLII 3550 (ON S.C.D.C.)
 - The Ontario *Human Rights Code* and application to the Landlord and Tenant Board.

12. *Juhasz v Hymas*, 2016 ONSC 1650 (CanLII)
 - Unless the lease contains a specific term or the Tenant consents, the RTA does not authorize entry into a Tenant's unit to take photographs for advertising purposes.

13. *Nejad v Preddie*, 2016 ONSC 4348 (CanLII)
 - The Landlord must provide an address for service to the Tenant for the purpose of giving notices or other documents to the Landlord under the RTA.

14. *Toronto Community Housing Corporation v. Allan Vlahovich*, 2010 ONSC 1686 (CanLII)
 - Breach of maintenance obligations by the Landlord. A Tenant is not entitled to a remedy for any maintenance breaches that occurred before the one-year period prior to the date of application filing.

Please note that the above listed cases are a selection only, and are provided for the purposes of the presentation.