

CITY OF BRAMPTON | 2025

# LANDLORD CODE OF CONDUCT

## RENTING IN BRAMPTON: YOUR RESPONSIBILITIES





# OFFERING RENTAL ACCOMMODATIONS IN BRAMPTON

This code of conduct outlines the responsibilities and ethical standards landlords must adhere to when managing or operating rental properties in Brampton. It aligns with the Residential Tenancies Act, the Ontario Human Rights Code and applicable municipal by-laws. By adhering to this code of conduct, landlords commit to fostering lawful, respectful and harmonious landlord-tenant relationships.

Please note that this code of conduct applies only to private market rental housing in Brampton. For more information, refer to Renting in Brampton: A Landlord’s Guide to Renting or the external resources contained therein.



# LANDLORD CODE OF CONDUCT

This code of conduct is for informational purposes only and does not provide a complete overview of the [Residential Tenancies Act](#), 2006, S.O. 2006, c. 17 (RTA) or local by-laws. The information in this handbook is not legal advice and may not reflect the most current legal or regulatory information. Landlords and tenants are encouraged to seek advice from a professional if they have concerns related to their rental relationship or a dispute.

The RTA defines “landlord” as:

- the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit
- the heirs, assigns, personal representatives and successors in title of a person referred to above
- a person, other than a tenant occupying a rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or the Act, including the right to collect rent

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# CODE OF CONDUCT REQUIREMENTS

## 1. Fit Landlord

- Landlords must affirm themselves as fit and proper by declaring that they:
- have no convictions for offences involving fraud, dishonesty, violence, or unlawful discrimination in relation to a rental operation
  - have not been convicted for offences under rental accommodation by-laws more than three times in the last five years
  - have not been subject to licence revocation, or legal action by local authorities for non-compliance with housing or safety standards
  - are able and willing to ensure their rental unit(s) comply with all regulations pertaining to health, safety, housing and maintenance standards

## 2. Legal Compliance

- Landlords must:
- ensure properties meet municipal property standards, zoning by-laws and provincial regulations such as the [Building Code Act](#), 1992 and [Fire Protection and Prevention Act](#), 1997
  - avoid discrimination when selecting tenants, as outlined by the Ontario Human Rights Code, which prohibits inquiries about personal characteristics unrelated to tenancy
  - only enter the unit for purposes permitted by the RTA (such as emergencies, with tenant consent, or to make necessary repairs)
  - take immediate action to address repairs that affect the health and safety of persons, including providing vital services

## 3. Tenancy Agreements

- Landlords must:
- use [Ontario's Standard Lease](#) for all rental agreements and provide tenants with a copy within 21 days of the tenancy start date
  - provide prospective tenants with clear terms, including rent amounts, payment schedules, included utilities and responsibilities for repairs and maintenance
  - avoid clauses that conflict with statutory or common law rights
  - clearly inform tenants of incidental costs, such as deposits or service fees, before agreements are signed

## 4. Vital Services

- Landlords must provide vital services including:
- an adequate supply of hot and cold water, fuel, electricity and gas
  - a minimum air temperature of 20°C between September 15 and June 1, or as specified by the Director of Enforcement and By-law Services
  - heat from a primary source, not auxiliary heating equipment
  - ensure the reasonable supply of these services is not withheld or interfered with
  - not cause or allow the discontinuance of a vital service, except when necessary for safe repairs or alterations to the rental unit, and only for the minimum time required
  - not advise a supplier of a vital service to bill a tenant directly unless the tenant has expressly agreed to pay for that service directly in the tenancy agreement

## 5. Maintenance and Repairs

- Landlords must:
- conduct regular inspections to identify potential maintenance needs and provide tenants with at least 24 hours' written notice for non-emergency entries
  - maintain properties in a state of good repair, ensuring they are fit for habitation and comply with health, safety and maintenance standards
  - make repairs in a professional manner, using only materials that are suitable for the purpose and free from defects
  - provide timely responses to repair requests:
    - **emergency repairs** (e.g., no heat, flooding): within 24 hours
    - **urgent repairs** (e.g., appliance failure): within five (5) working days
    - **routine repairs**: Within 28 working days
  - ensure the component repaired can perform its intended function
  - complete repairs in a manner that is reasonably compatible in design and colour with the adjoining finishing materials
  - maintain an exterior appearance that is aesthetically pleasing and consistent with the surrounding environment
  - ensure contractors on-site act professionally, clean up after work and minimize disruption to tenants

## 6. Fire Safety

- Landlords must:
- install and immediately maintain smoke alarms and carbon monoxide detectors as required by the Ontario Building Code and Fire Code, and provide tenants with instructions for use, testing and replacement
  - complete smoke and carbon monoxide alarm testing at the following intervals:
    - annually
    - each change in tenancy
    - after every battery replacement
    - any change made to a smoke alarm's electrical circuit
  - maintain records for all testing and maintenance for at least two years
  - educate tenants on how to report disconnected or non-functional alarms
  - conduct fire risk assessments and ensure that exits are safe and unobstructed
  - ensure that fire-rated closures and fire separations are maintained



## 7. Respect for Tenants

Landlords must:

- avoid actions that significantly disrupt tenants' reasonable enjoyment of their rental units
- not engage in any behaviour that harasses, obstructs, coerces, threatens or interferes with tenants
- avoid unlawful entry or interference, except in emergencies, where landlords must provide tenants with at least 24 hours' written notice before entering a rental unit for inspections or repairs
- prohibit all forms of harassment, coercion or intimidation
- ensure that every person occupying the unit is free from sexual harassment by their landlord, agent of their landlord or occupant of the same building

**Sexual harassment is expressly prohibited** under the Human Rights Code and may include:

- unwelcome demands or requests for dates and/or sexual favours
- unwelcome sexual contact and remarks
- threats to report an individual to government authorities (e.g. immigration officials or Children's Aid Society) if they refuse to comply with sexual advances
- refusal of landlord to undertake required repairs or maintenance unless an individual complies with sexual advances
- seeking sexual favours from a tenant in lieu of rent or in exchange for housing or reduced rent
- uninvited visits into a tenant unit to demand sexual favours

For more information on the policy of human rights and rental housing, visit the [Ontario Human Rights Commission website](#).

## 8. Insurance and Financial Responsibility

Landlords must:

- maintain adequate insurance coverage for their rental properties
- comply with the City of Brampton's licensing and registration requirements and ensure licences and registrations remain current/valid throughout the rental period

## 9. Health and Hygiene

Landlords must:

- ensure rental units are free from hazards, such as pests, mold and structural issues
- take immediate action to address pest infestations using professional extermination services when necessary
- provide adequate refuse (garbage) and recycling facilities and educate tenants on proper waste management

## 10. Licensing and Inspections

Landlords must:

- apply for the appropriate licences for rental units, including the Residential Rental Licence (under the [Residential Rental Licensing Pilot Program](#)), where applicable
- consent to inspections by City of Brampton officials (Fire & Emergency Services, Planning, Building & Growth and Enforcement & By-Law Services) and facilitate any required follow-ups to ensure compliance

## 11. End of Tenancy

Landlords must:

- provide tenants written notice using the proper form provided by the Landlord and Tenant Board
- provide tenants the right to attend a Landlord and Tenant Board hearing
- not change the locks without a Landlord Tenant Board eviction order while the tenant is still residing in the rental unit
- provide tenants with clear, written guidelines for end-of-tenancy cleaning and other requirements
- return security deposits promptly, minus any legitimate deductions, within the timeline specified in the tenancy agreement
- understand that an eviction order issued by the Landlord and Tenant Board can only be enforced by the Court Enforcement Office of the Superior Court of Justice (also known as the "Sheriff's Office"). A landlord cannot personally enforce the order (i.e., remove the tenant or their belongings from the rental unit, change the locks, etc.)

For reasons a landlord can evict a tenant and the eviction process, view the Landlord and Tenant Board's [How a Landlord Can End a Tenancy brochure](#).

## Anti-Discrimination and Human Rights

Landlords are committed to providing housing without discrimination based on race, colour, ancestry, creed, place of origin, sex, sexual orientation, disability, family status or receipt of public assistance. This commitment is in line with the Ontario Human Rights Code and international housing standards.

## Acknowledgment

By adhering to this Landlord Code of Conduct, landlords in Brampton commit to fostering a fair, professional and legally compliant rental environment, ensuring the well-being of tenants and the integrity of the City's rental housing market.

For more information on landlord obligations, visit the [Ontario Landlord and Tenant Board](#) or contact 3-1-1 or 905.874.2000 to be directed to additional municipal resources.





## CONTACTS

Service Brampton can direct inquiries to the appropriate municipal resource. You can contact Service Brampton the following ways:

**Dial 3-1-1**  
(Within city limits)

**905.874.2000**  
(Outside city limits)

**905.874.2130**  
(Teletypewriter or Text Telephone)

Download the 311 Brampton app  
on Google Play or the App Store

Email [311@brampton.ca](mailto:311@brampton.ca)

[brampton.ca/311](http://brampton.ca/311)

