

CITY OF BRAMPTON

LANDLORD GUIDE TO RENTING IN BRAMPTON





RENTING IN BRAMPTON: Know Your Rights and Responsibilities as a Landlord

Landlords are required to comply with legal standards and conduct themselves professionally, including timely maintenance, accurate documentation and adherence to all applicable regulations.

This guide outlines key responsibilities under the Residential Tenancies Act, the Ontario Human Rights Code and Brampton's municipal by-laws. It is intended for landlords in the private rental market and serves as a general information resource only.

For detailed or case-specific guidance, refer to the Residential Tenancies Act and applicable provincial regulations, or seek legal advice.

Residents are encouraged to seek legal advice from a qualified professional if they have concerns about a landlord-tenant relationship or dispute.

GUIDE HIGHLIGHTS

Ontario Law

Ontario has laws in place to protect both landlords and tenants. It is important to review these laws to understand how they apply to you as a landlord. Rules regarding evictions, leases, rent increases and more can be found on the [Government of Ontario](#) website.

In Ontario, the Landlord and Tenant Board (LTB) resolves disputes between residential landlords and tenants. The LTB also outlines the rights and responsibilities of landlords under the Ontario [Residential Tenancies Act](#) (RTA). 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 in clause (a); and
- 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 this Act, including the right to collect rent.

Landlord Responsibilities

The RTA and the City's by-laws outline landlords' legal obligations for maintaining their properties. It is the landlord's responsibility to ensure that acceptable standards are upheld throughout the tenancy.

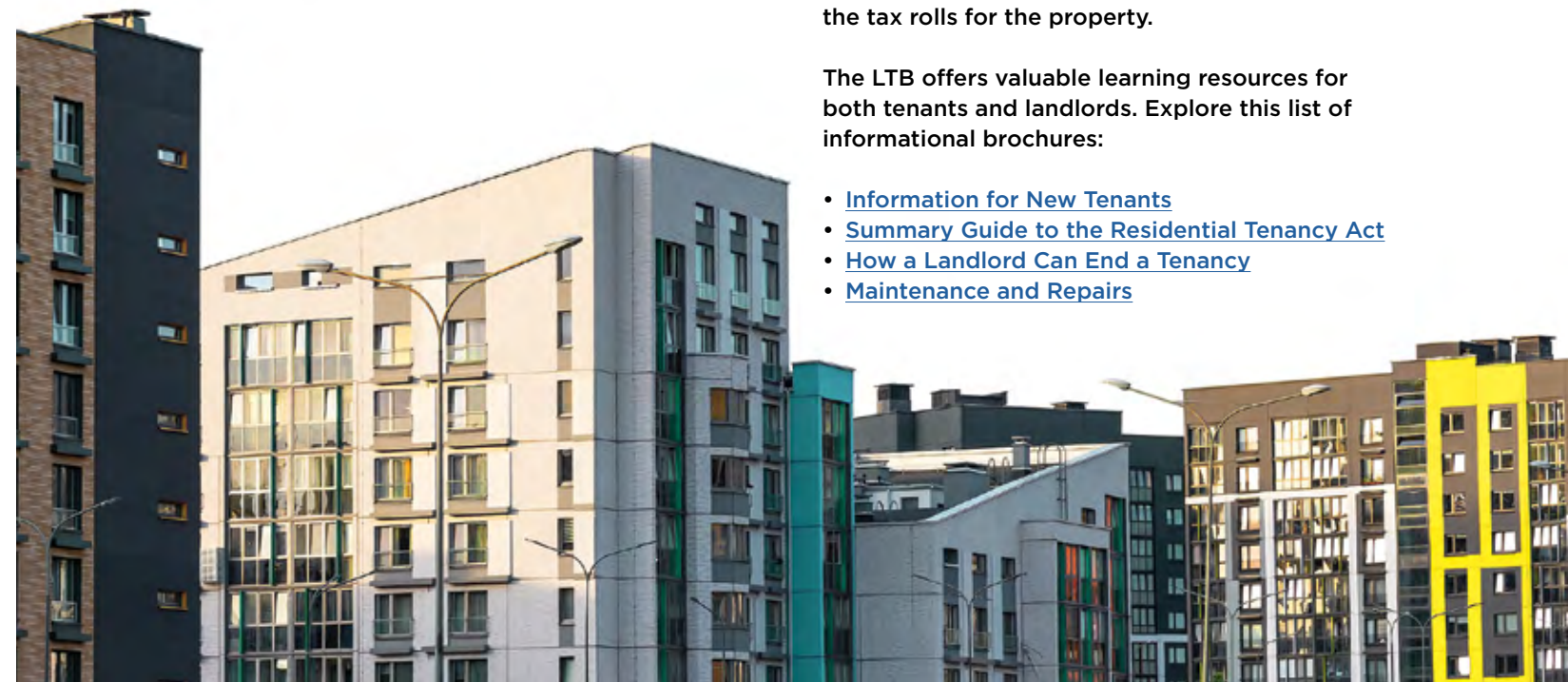
Before a property is rented out, it must comply with municipal property standards, zoning by-laws, Ontario fire safety regulations and Ontario building codes. Throughout the tenancy, landlords must:

- maintain the tenant's home in a good state of repair, ensuring it is fit for habitation, and comply with health, safety and housing standards at the landlord's expense;
- provide essential services such as fuel, electricity, hot and cold water, and other utilities (e.g., cable and internet), unless the tenant has agreed in writing to obtain and pay for them;
- respect the tenant's right to reasonable enjoyment of the premises, including that of their household members and guests;
- not seize a tenant's belongings for non-payment of rent or any other breach without following proper legal procedures;
- not harass, obstruct, coerce, threaten or interfere with a tenant.

If a property owner fails to maintain their property in accordance with City by-laws, they may be issued a penalty notice for non-compliance. If the issue is not resolved, the City may dispatch crews to complete the necessary remedial work. The costs associated with this work, including any administrative fees, will be added to the tax rolls for the property.

The LTB offers valuable learning resources for both tenants and landlords. Explore this list of informational brochures:

- [Information for New Tenants](#)
- [Summary Guide to the Residential Tenancy Act](#)
- [How a Landlord Can End a Tenancy](#)
- [Maintenance and Repairs](#)



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GENERAL RESPONSIBILITIES

Landlord Responsibilities

Ontario's RTA applies to most private residential rental units, including those in single and semi-detached houses, apartments, condominiums and secondary units (e.g., basement apartments). However, some rental types are excluded, such as most university and college residences and commercial properties.

Landlords are legally required to ensure the rental unit meets minimum standards for:

- health
- safety
- housing
- maintenance

To promote the safety and well-being of your tenants and property, it is a good practice to perform annual inspections to assess the property's condition.

Ontario Standard Lease

Most landlords in Ontario - whether individuals or property management companies - must use the province's [standard lease template](#) for all new residential rental agreements.

A signed lease must be provided to the tenant within 21 days of the tenancy starting. The lease is written in clear, simple language and includes important details such as:

- the rent amount and payment schedule
- what's included in the rent (e.g., air conditioning, parking)
- rules or terms for the rental unit or building (e.g., no smoking)

It also outlines the rights and responsibilities of both landlords and tenants, including:

- who handles maintenance and repairs
- when a landlord is allowed to enter the unit
- restrictions landlords cannot impose (e.g., banning guests or pets)

For full details, visit [the Guide to Ontario's standard lease](#) for rental housing.

Selecting Tenants

A landlord has the right to select a tenant based on factors like income, credit checks, credit references, rental history and guarantees. You may ask applicants for:

- income details
- employment information (e.g., where and if they work)
- number and names of people who will live in the unit
- permission for a credit check (requires full name, date of birth and current address)
- references from previous landlords
- in some cases, a guarantor or co-signer

A landlord cannot discriminate against potential tenants or ask questions related to:

- pregnancy or children (current or future)
- marital status
- religion or ethnic background
- sexual orientation
- welfare or public assistance status
- disability
- age (except when the applicant is under 16 and not living with a parent or legal guardian)
- citizenship status

A landlord can refuse to rent to a tenant for valid reasons not listed in the Ontario Human Rights Code, such as:

- refusal to provide identification
- previous evictions due to bad behaviour
- criminal record
- poor rental history or leaving units in bad condition
- poor credit references (without a co-signer)
- refusal to consent to a credit check
- having pets when the lease prohibits them
- smoking, if the lease has a no-smoking clause

Refusing to rent for any reason protected by the Human Rights Code is not allowed.



Housing is a Human Right

International law mandates Canada work towards ensuring access to adequate and affordable housing for all.

In Ontario, the Human Rights Code safeguards the right to housing without discrimination or harassment based on the following grounds: race, colour, ancestry, creed, place of origin, ethnic origin, citizenship, sex, sexual orientation, age, marital status, family status, disability or receipt of public assistance.

These protections extend to various aspects of housing, including rental opportunities, building rules and regulations, repairs and maintenance, use of services and facilities, evictions and protection from harassment.

For more information, refer to the Ontario Human Rights Commission [Policy on Human Rights and Rental Housing](#).

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

In some parts of the city, students make up a significant portion of the rental community. Many first-time student renters may not have a credit history or experience living independently, which can raise concerns for landlords and other tenants. It's important that students understand their legal responsibilities and the expectations for living harmoniously within the rental community.

Similarly, new immigrants and other first-time renters may not have established credit or employment records, which is different from having a poor history. In cases of limited rental or employment history, landlords may consider requiring guarantors or co-signers to address these concerns.

New tenants may also be unfamiliar with their rights and responsibilities under Ontario law or with specific building rules. Taking the time to clearly communicate expectations can help prevent misunderstandings and promote positive landlord-tenant relationships.

Beginning Tenancy

The RTA suggests landlords to provide tenants with a copy of the Landlord and Tenant Board's [Information for New Tenants](#) brochure.

On move-in day (or earlier), landlords should provide 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 them to reinforce their importance. Some key rules to include might be:

- parking
- lawn care
- waste collection
- keeping the property free of debris
- clearing snow from the driveway and sidewalk
- minimizing the amount of noise
- contact information for the City, utility companies and property managers

Move In/Out Inspections

Documenting the rental unit's condition on moving day is essential. This helps to:

- note previous damage
- establish a baseline for normal wear and tear
- determine responsibility for any future damages

Ensure that both you and your tenant sign the pre-inspection form, noting any repair or replacement needs room by room. Consider taking photographs or recording both move-in and move-out inspections to thoroughly document the unit's condition.



Lease Renewals and Rent Increases

A common misconception is that when a fixed-term lease (often one year) ends, the tenant must move out or sign a new lease. In fact, under the RTA, the lease automatically converts to a month-to-month agreement (if rent is paid monthly), even if no new lease is signed.

Landlords may increase rent once every 12 months, but only by the annual guideline amount set by the Ontario government. This applies:

- 12 months after a tenant moves in, or
- 12 months after the last rent increase

For example, in 2020, landlords could apply an increase of up to 2.2% between January 1 and December 31.

Landlords must provide tenants with written notice at least 90 days before the rent increase takes effect.

Note: These rules do not apply to new buildings, additions to existing buildings or most basement apartments first occupied after November 15, 2018.

Eviction rules

Under the RTA, landlords can only end a tenancy for specific reasons and by following the proper LTB process.

To begin the eviction process, a landlord must:

- use the correct LTB form
- clearly state the legal reason for eviction
- provide the required notice period

Even after receiving a written notice, the tenant does not have to move out right away. The landlord must first apply for and receive an eviction order from the LTB.

Tenants have the right to attend an LTB hearing to explain why they should not be evicted or request an extension of the eviction date.

If a tenancy is terminated by the LTB, the landlord can seek assistance from the sheriff to remove the tenant and change the locks, if necessary. Changing the locks while the tenant still resides in the rental unit is considered an [illegal lockout](#) and the tenant can file an application to the LTB asking they be allowed to move back into the unit.

For more information, refer to LTB's [How a Landlord Can End a Tenancy](#).

Entry Into Rental Unit

In Ontario, landlords can only enter a rental unit under specific circumstances, such as emergencies, with tenant consent or for necessary maintenance or repairs. In most cases, landlords must provide at least 24 hours' written notice, specifying the date, reason for entry and time (which must fall between 8 am and 8 pm). The tenant does not need to be present for the landlord to enter. Unreasonable entries may interfere with the tenant's reasonable enjoyment and/or be considered harassment.

If the tenant agrees to end the tenancy, the landlord may enter the unit to show prospective renters between 8 am and 8 pm making a reasonable effort to inform or notify the tenant before entry.

Altering Locking Systems

Landlords cannot change the locks without giving the tenant a new key. This protects the tenant's security and privacy.

Exceptions apply only if:

- the tenant has moved out or abandoned the unit
- a court or LTB order permits the lock change

Substantial Interference

Landlords must not engage in any actions that significantly disrupt a tenant's ability to enjoy their home.

This includes:

- failing to address noise or disturbances caused by other tenants
- allowing disruptive maintenance or repair practices
- not addressing substantial interference caused by superintendents, property managers or other agents



Harassment

Landlords are prohibited from engaging in any behavior that harasses, obstructs, coerces, threatens or interferes with tenants. This includes verbal abuse, threats, intimidation or any other conduct that could reasonably be considered harmful. Harassment is assessed based on the cumulative impact of the landlord's actions on the tenant.

Sexual harassment is explicitly prohibited under the Ontario Human Rights Code. Every person who occupies housing has a right to freedom from sexual harassment by their landlord, agent of their landlord or occupant of the same building. Examples of behaviours that constitute as sexual harassment that are prohibited include:

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

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

Landlord Rights

Under the RTA, landlords have several important rights, including the right to:

- select tenants based on criteria such as income, credit checks, references and rental history, in accordance with the Ontario Human Rights Code
- collect rent in accordance with the lease agreement
- enter the rental premises (as set out in the RTA and lease agreement) for repairs and maintenance, showing the unit to prospective tenants or in emergencies
- increase rent up to the annual guideline set by the government
- evict tenants for breaching the lease terms or violating the RTA

As per amendments to the RTA effective September 1, 2021, landlords may also:

- apply for an order requiring tenants to pay reasonable expenses incurred due to the tenant's or their visitors' conduct, if it substantially interfered with the landlord's reasonable enjoyment or legal rights
- file claims for rent arrears or compensation up to one year after the date the tenant moved out (if the move-out date is on or after September 1, 2021), including claims for:
 - unpaid rent or compensation
 - charges related to non-sufficient funds cheques
 - unpaid utility bills (e.g., heat, electricity, water)
 - costs for damages to the rental unit
 - costs related to interference with the landlord's enjoyment, rights or interests

MAINTENANCE AND SAFETY

Landlords in Ontario are responsible for maintaining their rental properties in safe and habitable condition. This includes keeping both the rental unit and common areas in good repair and ensuring they meet health, safety and housing standards. Landlords must fix broken appliances, leaks and other issues that arise during the tenancy, even if the tenant was aware of the problem beforehand.

They are also required to keep the property free of pests, including cockroaches, mice and other infestations. If pests are present, landlords must take appropriate steps to eliminate them, which may involve hiring professional pest control services. Tenants are expected to cooperate by allowing access for inspections or treatments. An untidy unit alone is not grounds for eviction under the RTA.

Additionally, landlords must ensure tenants maintain their units in a clean, sanitary and safe condition. This includes proper disposal of garbage and household waste, in accordance with City by-laws.

Learn more about landlord and tenant responsibilities for [maintenance and repairs](#).

Vital Services

Landlords are obligated to provide essential services to tenants such as heat, water and electricity. These services must not be withheld or interfered with, even if the tenant is responsible for paying the bills. Landlords cannot shut off services to pressure tenants into paying rent or as a form of punishment.

Key landlord obligations include:

- ensuring an adequate supply of hot and cold water, fuel, electricity and gas
- maintaining a minimum air temperature of 20°C between September 15 and June 1 annually (unless otherwise directed by enforcement authorities)
- ensuring auxiliary heating is not used as the primary heat source
- providing notice for any temporary service interruptions due to necessary repairs

Landlords cannot transfer responsibility for these vital services to the tenant unless clearly stated in the lease agreement.

Household Pests

Pests can pose serious health risks. If a tenant is unable to resolve a pest issue on their own, the landlord is responsible for hiring a professional exterminator. Common pests include mice, fleas, cockroaches, rats, bedbugs and carpenter ants.

Many pest control companies offer resources on identifying pests and tips for prevention and removal. Tenants should notify landlords as soon as they become aware of a pest issue.

Fire Safety

Smoke alarms are essential for fire safety. Landlords must install and maintain smoke alarms and carbon monoxide detectors in accordance with the Ontario Building Code and Fire Code. Tenants must also be provided with clear instructions on how to use, test and replace alarms.

Smoke alarms are typically required:

- between each sleeping area and the rest of the unit
- in hallways
- on each level of a unit that does not contain sleeping areas (e.g., basement, main floor)

Smoke and carbon monoxide alarms must be tested:

- annually
- at each change of tenancy
- after every battery replacement
- after any changes to the alarm's electrical circuit

Records of all testing and maintenance must be kept for at least two years. Landlords are responsible for educating tenants on how to report disconnected or malfunctioning alarms.

In addition, landlords should:

- conduct fire risk assessments
- ensure exits are safe and unobstructed
- maintain fire-rated closures and fire separations

If the building has interconnected alarms, additional maintenance requirements apply.

Lodging Houses (Boarding/Rooming)

According to the City of Brampton, a lodging house refers to a building where more than four rooms are rented separately. Lodging and rooming houses are governed by the RTA. However, exceptions apply, such as when a person lives in a house with the owner and shares common spaces like the kitchen or bathroom.

Anyone who wishes to operate a rooming house in Brampton must obtain a licence. To qualify, the building must be inspected to ensure compliance with various standards, including zoning, building, public health, fire and property standards.

There are additional fire safety requirements under the Ontario Fire Code (Part 9, Section 9.3) for rooming houses in buildings with three storeys or less, including but not limited to the following:

- exit doors must be marked with “EXIT” signs
- rooms rented in the basement must have two separate exits leading outside
- rooms located above the second storey must have a fire escape
- fire escapes must be accessible through a common hallway, not through another person’s room
- if there are more than ten roomers, emergency lighting must be installed in hallways and stairways on every floor
- rooming houses with 5 to 14 roomers must have interconnected smoke alarms installed in the hallways on 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

Parking

The City of Brampton has by-laws that set out rules for where and how vehicles may be parked. Landlords should be aware of how many authorized parking spaces are available on their property before agreeing to lease the unit. Tenants are not permitted to park overnight on the street or to overhang a curb or sidewalk, and may be subject to fines and towing.

Driveway Widening

Landlords are permitted to widen a driveway, however, there are maximum permitted widths based on lot size, as set out in the City’s Zoning By-law. Residents who alter driveways without approval may be fined and required to restore the driveway to its original or approved condition at their own expense.

For more information, email the City of Brampton’s Building Division at zoninginquiries@brampton.ca.

City Intervention

When issues arise between a landlord and tenant, both parties must follow correct procedures to resolve the matter. Both have legal rights to protect them in the event of a dispute.

The City does not intervene in civil disputes between landlords and tenants. The City’s role is to enforce by-laws only. Disputes should be addressed through the LTB. If the situation involves threats, harassment or other safety concerns, contact the police when appropriate.

ADDITIONAL OBLIGATIONS AND CONSIDERATIONS

Licensing and Registration Programs

In the City of Brampton, certain accommodations require licensing and registration to ensure the safety and well-being of occupants and the community. Owners, operators and/or landlords must obtain:

- a licence to operate a short-term rental
- a licence to offer rental accommodations under the Residential Rental Licensing Pilot Program
- a licence to operate a lodging house
- registration for any additional residential units, including detached units and garden suites
- registration for supportive housing residences

Subletting and Assignments

Tenants must obtain the landlord’s consent before subletting the unit or assigning their tenancy agreement to another person. The RTA outlines the process for requesting and obtaining consent.

Landlords should never charge a fee for subletting and cannot unreasonably withhold consent.

Occupants and Roommates

With the tenant’s permission, others may live in the rental unit as occupants or roommates. However, if they are not listed on the tenancy agreement, they do not have rights under the RTA.

Overcrowding

Landlords may issue notice if the number of people living in a unit exceeds the limits set by health, safety or property standards. The tenant generally has seven days to correct the issue after receiving the notice, which voids the notice if resolved within that timeframe.

See the Landlord and Tenant Board’s [Instructions to End your Tenancy for Interfering with Others, Damage or Overcrowding](#).

Unauthorized Occupants

If a tenant vacates and someone else stays in the unit without the landlord’s permission, that person is considered an unauthorized occupant. In such cases, the landlord can apply to the LTB for an eviction order..

Resources:

[Guideline: Landlords, Tenants, Occupants and Residential Tenancies](#)

Resources

[City of Brampton By-laws](#)

[Landlord and Tenant Board Website](#)

[Residential Tenancies Act](#)

[Brochure: A Guide to the Residential Tenancies Act](#)



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

brampton.ca/311

