

CITY OF BRAMPTON | 2025

TENANT GUIDE TO RENTING IN BRAMPTON





GUIDE HIGHLIGHTS

Know Your Rights

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 tenant. The [Residential Tenancies Act](#) (RTA) contains information about tenant responsibilities regarding rent, maintenance and repairs, damage, how a tenant can end a tenancy, among other things. The RTA defines a “tenant” as:

- A person who pays rent in return for the right to occupy a rental unit, and includes the tenant’s heirs, assigns, and personal representatives, but “tenant” does not include a person who has the right to occupy a rental unit by virtue of being:
 - A co-owner of the residential complex in which the rental unit is located, or
 - A shareholder of a corporation that owns the residential complex.

Know Your Responsibilities

It is the tenant’s responsibility to ensure their activities are compliant with provincial and municipal laws throughout the duration of the tenancy. Tenants must:

- pay the rent on time
- comply with municipal by-laws and property standards (lawn cutting, garbage disposal, parking, noise, etc.)
- clean the rental premises, repair damage caused by a willful or negligent act of the tenant or a person whom the tenant permits on the premises
- not harass, obstruct, coerce, threaten or interfere with the landlord, other tenants or neighbours
- contact the landlord as soon as possible when a problem arises involving maintenance or repairs
- permit entry (with proper notice) for repairs or showing of premises for the next tenant or purchaser

The Landlord and Tenant Board (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](#)

RENTING IN BRAMPTON:

Know Your Rights and Responsibilities as a Tenant

This guide is designed to help tenants understand their rights and responsibilities when renting properties in Brampton. It provides information to promote compliance with municipal regulations, the Residential Tenancies Act and the Ontario Human Rights Code, while fostering respectful landlord-tenant relationships.

This guide applies only to private market rental housing and is intended for informational purposes. For specific information, refer to the Residential Tenancies Act and relevant Ontario regulations. You may also wish to seek legal advice for your specific circumstances.



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YOUR RIGHTS AND RESPONSIBILITIES

Who is protected by rental rules?

Ontario's RTA applies to most private residential rental units, including those in single and semi-detached houses, apartments, condominiums and secondary units (such as basement apartments). Some rental types are excluded, such as most university and college residences or where the tenant shares a kitchen or bathroom with the landlord.

The RTA sets out the rights and responsibilities of both landlords and tenants. It also outlines rules for their conduct, and violating certain rules is considered an offence. For example:

- a tenant would be committing an offence if they stopped the landlord from entering the unit after the landlord provided a lawful notice to enter
- a landlord would be committing an offence by shutting off water, heat or electricity in a unit

In Ontario, there are different types of tenancies:

- In a **joint tenancy**, there is a single tenancy agreement, and all tenants are jointly and severally (individually) liable for the payment of the entire rent for the rental unit.
- In a **tenancy in common**, while all the tenants occupy the same premises, each tenant in common has a separate tenancy agreement with the landlord, even if they all signed one tenancy agreement. Each tenant is individually responsible for their share of the rent.
- In a **rooming house**, each tenant has a separate tenancy agreement with the landlord and lives separately. Tenants may share access to certain common areas such as washrooms, living rooms and kitchens.

** Not everyone named as a tenant in a tenancy agreement may meet the legal definition of "tenant" under the RTA.*





Legal Requirements

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.

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)

If you are entitled to a standard lease but did not receive one, request a copy from your landlord in writing. A signed lease must be provided to the tenant within 21 days of the tenancy starting. Read your lease carefully before signing and ask for help if anything is unclear. For full details, visit, the [Guide to Ontario’s standard lease](#) for rental housing.

Tenant Selection

Landlords have the right to select tenants based on factors such as income, credit history, rental background, references, and the need for a guarantor or co-signer. As part of the application process, a landlord may request:

- income details
- employment information (where and if you work)
- number of people who will live with you
- names of people who will live with you
- permission for a credit check (requiring your full name, date of birth and current address)
- references from previous landlords
- a guarantor or co-signer (in some cases)
- whether you have pets
- whether you smoke

Based on this information, a landlord may choose not to rent to a prospective tenant. For example, an application may be declined due to poor rental history (such as unpaid rent) or concerns that the applicant’s income is insufficient to cover the rent.

However, landlords **cannot** discriminate against prospective tenants or ask questions about:

- pregnancy or children (current or future)
- marital status
- religion or ethnic background
- sexual orientation
- welfare or public assistance status
- disability
- age (except when under 16 and living away from parents)
- citizenship status

Lease Renewals

Tenants do not need to renew their lease when it expires – they automatically become month-to-month tenants. All terms of the original lease continue, even without signing a new agreement.

Rent Increases

Landlords are allowed to raise the rent once every 12 months by a set amount, known as the rent increase guideline. This guideline applies to most private residential rental units covered by the RTA, but there are exceptions. If you’re unsure whether the guideline applies to your unit, contact the LTB for clarification.

Moving Out

If you wish to move out, the RTA requires that you provide written notice:

- 60 days (two months) before the end of your tenancy for a fixed-term or month-to-month lease
- 28 days for a daily or weekly tenancy

Failure to give proper notice may result in owing additional rent.

Eviction Rules

A landlord may only evict a tenant under specific circumstances and must provide written notice using an approved form from the LTB. This notice must clearly state the reason for the eviction.

Receiving a notice does not mean the tenant must leave immediately. The landlord must apply to the LTB and obtain an official eviction order. Tenants have the right to attend the hearing and present their case.

If a tenant believes the eviction notice was issued in bad faith or that the landlord has violated their rights under the RTA, they may file an application with the LTB to challenge the eviction.

For more information, read [How a Tenant Can End Their Tenancy](#).

Landlord’s Entry to the Rental Unit

A landlord must provide at least 24 hours’ written notice before entering an occupied rental unit. They may enter only to:

- carry out repairs
- conduct a maintenance inspection
- show the unit to prospective tenants (after you’ve given notice to move out)

A tenant should not prevent a landlord from entering the unit after lawful notice has been given.

Subletting, Assignments and Overcrowding

Tenants must obtain the landlord’s consent before subletting the unit or assigning their tenancy agreement to someone else. The RTA outlines the process for requesting and obtaining consent. While a landlord cannot unreasonably refuse a sublet, they can decide whether to approve the proposed new tenant. A landlord can issue a notice to end a tenancy if the unit becomes overcrowded and violates health, safety or housing standards.

Occupants and Roommates

Tenants may allow other people to live in the unit as occupants or roommates, but these individuals do not have legal rights under the RTA unless they are named on the tenancy agreement.

Unauthorized Occupants

If a tenant vacates and someone else remains in the unit without the landlord’s permission, that person is considered an unauthorized occupant. The landlord can apply for an eviction order through the LTB.

PROPERTY MAINTENANCE AND INSPECTIONS

Tenant Responsibilities

Tenants are responsible for keeping the rental unit clean to a standard that most people would consider normal or reasonable cleanliness, unless the tenancy agreement specifically states that the landlord is responsible for cleaning.

Tenants must also repair or pay for any undue damage they cause to the rental property. This does not include damage from normal wear and tear.

Rent must not be withheld, even if a tenant believes maintenance is poor or necessary repairs have not been done.

If a unit is so unclean that it interferes with the reasonable enjoyment of the landlord or other tenants, eviction may occur. A tenant may also be evicted for putting the landlord or other tenants at risk.

For example:

- the unit is so unclean that it attracts pests
- the unit is so cluttered that it poses a fire risk

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

Interior Maintenance

Tenants are required to maintain the property in a clean, sanitary and safe state. This includes disposing of garbage and household waste regularly, in accordance with City by-laws.

Tenants must also prevent conditions that may lead to mold or mildew. For example, using a bathroom fan when showering to control indoor humidity and moisture levels.



Exterior Maintenance

Tenants in Brampton should ensure that yards are kept in compliance with property standards by-laws. This includes keeping outdoor areas free from:

- hazardous or potentially hazardous objects, materials or conditions
- domestic animal excrement, refuse or organic waste not stored in a proper receptacle
- neglected or derelict indoor and outdoor furniture, appliances, equipment or vehicle parts
- holes, ruts, depressions or excavations that pose potential health or safety hazards
- food, water or other substances intended to attract wildlife (except birdseed placed above ground in a proper feeder)
- rodent or insect infestations

Garbage Disposal

Every residential property in Brampton is provided with proper waste collection receptacles by the Region of Peel. Tenants are encouraged to:

- store all garbage, organics and recyclables in the designated receptacles
- keep the receptacles clean, sanitary and in operable condition
- store waste bins correctly and securely to maintain neighbourhood standards and avoid by-law violations

For residents of detached and semi-detached properties:

Store waste bins in a secure location, such as a garage, side yard or rear yard.

For residents of townhouses:

Store waste bins in the garage, side yard or rear yard. If those areas are not accessible, storing in the front yard is permitted.

Garbage and recycling bins cannot be stored in a yard that faces a street unless otherwise noted, such as for townhouse units with limited access.

For more details, visit the Region of Peel's website:

- [Waste bin repair](#)
- [Waste bins lost](#)
- [Waste collection for moving out](#)
- [Waste collection by-law violation](#)
- [Waste collection and schedules](#)

Parking

Tenants should look for rental properties with sufficient parking spaces. The City of Brampton has parking by-laws that outline where and how vehicles may be parked. If a vehicle is parked in violation of these rules, the owner may receive a penalty notice and/or have their vehicle towed. Key rules include:

- vehicles may not be parked on the street between 2 am and 6 am, or for more than three hours at a time
- no portion of a vehicle may overhang a curb, as this can obstruct traffic flow, interfere with snow clearing, refuse collection or service deliveries
- no portion of a vehicle may overhang or obstruct the sidewalk, which must remain clear at all times for strollers, children and individuals using assistive devices
- vehicles must not be parked or stored in a front or exterior side yard unless on an authorized driveway
- vehicles must have a valid licence plate

The City provides parking considerations, which allow residents to park on the street for up to 14 days per calendar year, per licence plate. However, this does not protect you from receiving a ticket if the vehicle is impeding snow removal, road maintenance or other parking regulations. To request a parking consideration, visit the [Permission to Park on Street](#) webpage on the City's website.

Vital Services

Landlords must provide access to essential services, including hot and cold water, electricity, heat and fuel (e.g., natural gas). No landlord or tenant may shut off these services. Learn more about vital services on the City's website.

Reporting Damage

If damage occurs, tenants must promptly notify the landlord to arrange repairs. Tenants should not withhold rent due to outstanding repairs. If facing eviction, tenants can raise repair concerns during the hearing.

Repair Damage

Tenants may be responsible for repairing or covering the cost of damage they caused, beyond normal wear and tear. Damage due to regular use (e.g., worn carpet) is not usually the tenant's responsibility.

If your belongings are damaged or destroyed due to an issue in the unit, the landlord is not liable. Tenants are encouraged to have rental content insurance for protection.

Emergency Repairs

If an emergency occurs and the landlord cannot be reached, tenants may arrange repairs themselves. In these cases:

- keep all receipts
- request that the contractor bill the landlord directly

Only proceed with true emergencies, as landlords may not reimburse costs for non-urgent issues.

Move In/Out Inspections

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

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

Documenting the unit's condition when moving in may help waive liability for pre-existing damage. When moving out, tenants must return the unit in a similar condition, referencing the initial inspection.

ADDITIONAL OBLIGATIONS AND CONSIDERATIONS

Respect for Neighbours

Tenants should avoid excessive noise or disturbances that may bother other tenants or neighbours. They should also respect and contribute to maintaining shared common areas such as hallways and laundry rooms.

Tenants are encouraged to maintain open communication with their neighbours. Addressing concerns directly and respectfully can often lead to quick resolutions, preventing small matters from developing into larger disputes. When landlords, tenants and neighbours work together, they contribute to the creation of a safe, inclusive and supportive community for all residents.

Where to Get Help

Landlord and Tenant Board

The LTB is the tribunal with the authority to resolve disagreements between landlords and tenants. It also provides information about rights and responsibilities under the Residential Tenancies Act, 2006.

The LTB:

- deals with a wide variety of landlord and tenant disputes
- arranges [mediation and hearings](#) to resolve disputes
- educates the public about their rights and responsibilities
- handles non-profit cooperative housing eviction issues

You can contact the LTB online or by phone toll-free at 1.888.332.3234, Monday to Friday, 8:30 am to 5:00 pm.

You can also use their free online search tool, [Navigate Tribunals Ontario](#), for helpful information and resources.

Landlords and tenants with a disagreement related to an offence under the RTA may also contact the Rental Housing Enforcement Unit for assistance.

City Intervention

When issues arise between a landlord and tenant, both parties must follow the correct procedures to resolve the matter. Both have legal rights that protect them during disputes.

The City of Brampton does not intervene in civil disputes between tenants and landlords. The City's role is to enforce compliance with local by-laws only. Disputes should be brought forward to the LTB, and where appropriate, reported to the police.

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

