

# Rental agreements

A **rental agreement** gives you the legal right to live in the place you are renting. Usually, this means you agree to pay rent to your landlord and, in exchange, they let you live in a place that they own. This agreement is sometimes called a **tenancy agreement** or a **lease**.

You and your landlord must follow the agreement or there can be consequences. For example, if you do not pay your rent on time, you might lose your right to live in the place you are renting.

The agreement can be in writing. It can also be a verbal agreement.

## Rules for rental agreements

In Ontario, the law makes certain rights and responsibilities part of every rental agreement, even if you and your landlord do not include them. For example, you always have the right to privacy.

Anything in your rental agreement that goes against the law is not valid. For example, your landlord must get an order from the Landlord and Tenant Board to evict you, even if your rental agreement says something different.

But there are some things the law lets you and your landlord decide. For example, you and your landlord can decide if parking is included.

Make sure you know what you are agreeing to **before** you sign anything.

### Terms that cannot be included

If any of these terms are in your rental agreement, your landlord cannot make you follow them even if you sign it.

- ❑ no-pet clauses, except for rules included in condominium bylaws
- ❑ penalties for paying rent late or breaking the landlord's rules
- ❑ requirement for post-dated cheques, automatic rent payments, or a damage deposit

### Terms that are always included

There are terms that are always part of a rental agreement even if you didn't talk about it with your landlord.

First, you have the right to live in your place as long as you want, unless your landlord has a legal reason to evict you.

You have the right to treat your place as your home, which includes the right to privacy. Read **Privacy** at [cleo.on.ca/privacy](https://cleo.on.ca/privacy) for more information.

If your building or complex has more than one rental unit, you also have the right to use the common areas. Common areas are things like hallways, driveways, lobbies, and grounds.

Your landlord is responsible for maintenance and repairs and must follow all the laws about housing standards. For more information, read **Maintenance and repairs** at [cleo.on.ca/mainreps](https://cleo.on.ca/mainreps).

Your landlord must follow the rules about raising your rent. For more information, read **Rent Increases** at [cleo.on.ca/rentincs](https://cleo.on.ca/rentincs).

## Standard lease

Most rental agreements made on or after **April 30, 2018**, must be in writing on the government's standard lease form. To get the form, search for "standard lease" at [forms.mgcs.gov.on.ca](https://forms.mgcs.gov.on.ca).

Landlords and tenants cannot change or cross out any parts of the form. They can only fill in blanks and checkboxes. They can also add terms if the terms do not go against the law or anything else on the form.

Before you sign a rental agreement, you should read the "Additional Terms" section carefully. The additional terms will be on separate pages, attached to the standard lease form. You do not have to agree to any additional terms unless you want to. If your landlord adds a term to your lease after you have signed it, it is not part of your agreement.

### If a landlord does not use the standard lease

Some types of rentals do not have to use the standard lease form. For example, public or subsidized housing and housing co-ops do not use the standard lease. A standard lease also is not required for sublets or for landlords who share a kitchen or bathroom with a tenant. But **most** rental housing must use the standard lease.

If you started renting on or after April 30, 2018, and you did not get a standard lease, you can write to the landlord and ask them for one.

### After you ask for a standard lease

After you ask in writing, your landlord must give you a standard lease to sign within **21 days**. If they do not give you a standard lease, you can hold back **one month's rent**. If they then give you the lease within **30 days** after you held back rent, you must pay the money back. If they do not give you the lease, you can keep

it. But you cannot hold back more than one month's rent, even if the landlord never gives you a standard lease.

### Your right to move out

After you ask for a standard lease, you also get the right to move out on **60 days' notice**. You can do this even if you agreed to a fixed term, like one year. You can give this notice within **30 days** after your landlord gives you the standard lease. Or if **21 days** have passed but they have not given the lease to you.

### Ending your rental agreement

The law has rules about how tenants and landlords can end their rental agreement. For example, you have to give proper notice to your landlord. If you do not give notice, your rental agreement will continue, even if you agreed to live there for a fixed period of time. If you are thinking about moving, read **Moving out: Giving notice** at [cleo.on.ca/movenotice](https://cleo.on.ca/movenotice).

### Where can I get legal help?

If you have a low income, your community legal clinic can help. To find your local clinic, contact Legal Aid Ontario at **1-800-668-8258** or [legalaid.on.ca](https://legalaid.on.ca).

You may also be able to get legal help from Pro Bono Ontario's free legal advice hotline at **1-855-255-7256**.



Visit [stepstojustice.ca](https://stepstojustice.ca) for more information about housing law. This is general information for people in Ontario, Canada. It is not intended to be used as legal advice.

Vous pourriez avoir droit à des services en français devant les tribunaux ou auprès d'organismes gouvernementaux. Visitez [justicepasapas.ca/droits-linguistiques-des-francophones](https://justicepasapas.ca/droits-linguistiques-des-francophones).