

Know Your Rights as a Renter

Residential Tenancies Act essentials · Updated August 2026

Ontario gives renters strong protections — but only if you know them and use them in writing. Everything below reflects the Residential Tenancies Act, 2006 (RTA) as of August 2026.

The five things most renters get wrong

1. A “no pets” clause in your lease is not enforceable.

Section 14 of the RTA makes any clause banning animals **void**, even if you signed it. What a landlord *can* do: refuse to rent to you in the first place, or apply to evict later if the animal genuinely damages the unit, causes a serious allergic reaction, or is inherently dangerous. Two real exceptions: **condo declarations** can restrict pets and those rules do bind you, and so can a genuine no-pet rule where the landlord shares a kitchen or bathroom with you.

2. There is no such thing as a damage deposit in Ontario.

Sections 105 and 106 allow a **last month's rent deposit only**, capped at one month. Damage deposits, security deposits, pet deposits, cleaning deposits and key deposits above actual cost are all illegal. Your last month's deposit can only be applied to your final month of rent — never to damage or cleaning — and the landlord owes you annual interest on it at the guideline rate.

3. Rent can only go up once every 12 months, with 90 days' written notice.

The 2026 guideline is **2.1%** and the 2027 guideline is already set at **1.9%**. Notice must be on LTB **Form N1**. The big exception: units first occupied for residential purposes **after 15 November 2018** are exempt from the guideline entirely, so the increase can be any amount with the same 90 days' notice. Ask which category your unit falls into *before* you sign.

4. Repairs are the landlord's legal duty and you cannot sign that away.

Section 20 requires the landlord to keep the unit in a good state of repair and fit to live in — even for problems that existed before you moved in, and even if you noticed them at viewing. A lease clause making you responsible for all repairs is void. You are responsible for **ordinary cleanliness** and for repairing **damage you or your guests cause**, beyond normal wear and tear.

5. Your lease should be the Ontario Standard Lease.

Most private residential tenancies must use the province's standard form (Form 2229E). Any additional term in Section 15 that conflicts with the RTA is unenforceable — signing it does not make it valid. If your landlord will not provide the standard lease, you can request it in writing, and there are consequences for them if they still refuse.

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Quick answers

Can I hang a TV or put holes in the wall?

Normally yes. Ordinary picture hooks and a properly mounted TV are generally treated as reasonable use. The expectation is that you patch and repaint the holes to their original state when you leave. Anything structural — cutting into studs, running cable inside the wall, removing a wall — ask first, in writing.

Something broke. Should I just fix it myself?

Tell the landlord in writing first, **even if you intend to fix it yourself**. Two reasons: it starts the clock on their legal duty to repair, and it protects you from being blamed later for an alteration you were never authorised to make. Fix a burnt-out bulb or a dead smoke-alarm battery yourself as a matter of course. Anything involving plumbing, heat, electrical, appliances, pests or water — report it.

How should I be paying rent?

Pick a method that creates a record: e-transfer, direct deposit, or cheque. Avoid cash. If you must pay cash, you are entitled to a receipt and the landlord must provide one free of charge. A landlord cannot require post-dated cheques or automatic payments as a condition of the tenancy.

Who sets up the utilities?

Whatever your lease says — this is one of the few areas the RTA leaves to the agreement, so read Section 5 of the standard lease carefully. If hydro is in your name, open the account for the **day your lease starts**, not move-in day, or you may be billed for the gap. Take a photo of every meter on day one.

Do I need tenant insurance?

Your landlord's policy covers the building, never your belongings and never your liability. Contents and liability coverage typically runs \$15–\$30 a month. Many leases now require it, and it is genuinely worth having even when they don't.

My landlord wants to come in. How much notice?

Generally **24 hours' written notice**, stating the reason and a time between 8 a.m. and 8 p.m. Exceptions: a genuine emergency, or if you consent at the time. A landlord cannot let themselves in whenever they like.

Can I get out of my lease early?

You can assign the lease or sublet, and the landlord cannot unreasonably refuse a qualified replacement. You can also negotiate a mutual end (Form N11). What you cannot do is simply hand back the keys — you stay liable for rent until the unit is re-rented or the term ends.

What if my landlord just won't fix things?

Keep every request in writing and keep the replies. Then file a **T6** with the Landlord and Tenant Board. Filing is your legal right and cannot be used as a reason to evict you. Do not withhold rent to force the issue — that gives them grounds against you.

Before you sign anything: confirm whether the unit is rent-controlled (first occupied on or before 15 Nov 2018), get the Standard Lease, photograph the entire unit including every meter, and get any promise the landlord makes written into Section 15. Five minutes now, years of leverage later.

Where to get real help. Landlord and Tenant Board: tribunalsontario.ca/ltb · 1-888-332-3234. Free legal help for tenants: your local community legal clinic via legallaid.on.ca. Questions about a rental in Toronto, Peel or Durham? Call Mo Realty Team at 416-886-6306.