



Hamilton Immigration
Partnership Council



What are the
different types
of **leases**?



Newcomer Housing Guide

Hamilton Immigration Partnership Council (HIPC)

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Part 1: Find and Apply for Housing

Who This Guide is For?

This guide is for newcomers to Canada who are living in or moving to Hamilton.

You may find this guide useful if you are:

- Renting for the first time in Ontario
- Unfamiliar with tenant rights and responsibilities
- Unsure how leases, deposits, or rent increases work
- Looking for local housing support services

What is the relationship between a tenant and a landlord?

A tenant and a landlord have a rental relationship. The landlord rents out a home, and the tenant pays rent to live there. This is a business relationship, not a personal one.

In Ontario, this relationship is covered by the [Residential Tenancies Act \(RTA\)](#), which sets the rules both must follow. Once you move in and pay rent, you are a tenant under the law, even if there is no written lease.



Amina and her family recently arrived in Hamilton. She is looking for a place to live but is not sure where to start.

She decides to take her time, ask questions, and learn what to look for before applying.

Where to look for Housing?

There are several ways to search for housing in Hamilton. Use trusted rental websites, avoid sending money before viewing a unit, and check details like rent, address, and photos to make the listing is honest and legitimate.

[Realtor.ca](#)

Listings managed by real estate professionals. These may be more expensive and require formal applications.

Facebook Marketplace

Common for room rentals and shared housing. Always check listing details. Some Realtors and Property Managers also use this platform.

Kijiji

Popular for private rentals and shared housing. Similar to Facebook, review listings details.

Additional Listing Websites

- [Rent Cafe](#)
- [Rentals.ca](#)
- [Zillow](#)
- [Housing Help Center](#)
- [Apartments.com](#)
- [Zumper](#)

Asking for a Viewing

When you find a listing, you will usually need to contact the landlord to request a viewing. Keep your message simple and clear. You can include:

- Your name
- When you are available
- A short introduction (for example, working, student, newcomer)



"I am interested in this unit and would like to schedule a viewing. I am available this week."

Common Scams

- Do not send money before seeing the unit
- Do not pay application fees or deposits before a viewing
- Do not sign a lease before viewing
- Do not share sensitive information (SIN, passport, banking details)
- Be cautious if the landlord is "out of the country"

Rental Red Flags

- Rent is much lower than similar units
- You feel pressured to make a quick decision
- You are not allowed to view the unit in person
- There is no written lease
- The unit appears unsafe or poorly maintained

Personal Safety

- Visit the unit during the day
- Let someone know where you are going and who you are meeting
- Bring a friend or family member if you feel unsure

Rental Viewing Questions

Use this checklist when viewing a unit. You do not need to ask every question. Focus on what is most important for your situation.

- What is the monthly rent? What does it include?
- Are utilities included?
- Are utilities in my name or someone else's name?
- What type of heating is used?
- What are typical winter heating costs?
- When is rent due each month?
- How do I pay rent (e-transfer, cheque, etc.)?
- Will I receive receipts for payments?
- Who do I pay rent to?
- Is the lease fixed-term or month- to-month?
- Does the landlord live in the home?
- Will I share a kitchen or bathroom with the landlord or their family?
- Is there storage space for my belongings?
- Who do I contact for repairs?
- What repairs have been done recently?
- How quickly are repairs usually handled?
- Is laundry available? Is it in-unit or shared? Is there a cost?
- Is parking available? Is there an extra cost?
- Was this unit occupied before November 2018? Is it covered by the rent increase guideline?

Room Rental/Shared Accommodation Specific Questions

- How are utility costs divided?
- How many people live in the home?
- Are there house rules (guests, noise, smoking)?
- Are there quiet hours?
- Does the bedroom have a lock?
- Are roommates on separate leases or a joint lease?

Viewing Notes

After the Viewing

If you are interested in the unit, you can ask the landlord about the application process.



"I am interested in this unit. Can you please let me know how to apply?"

Applying for Housing

Once you find a unit you like, the landlord may ask you to complete a rental application. This is used to decide whether to rent the unit to you.

You may be asked for:

- Proof of income
 - OW/ODSP Paystubs, Bank Statements, Paystubs from Employer
- References
 - Can be from a previous landlord or trusted community member/friend
- Permission for a credit check
- Identification
 - Photo ID/Purple Card, Health Card, Passport
- Information about who will live in the unit

Not everyone will have all of these documents. If you do not have a required document or information, clearly explain your situation and ask what can be accepted in its place.

What If You Do Not Have Credit or Rental History?

Instead of these documents, you can provide:

- A job letter or proof of income (if available)
- Bank statements or proof of financial support
- A letter explaining your situation (EX: new to Canada or waiting for employment)



"I have a stable monthly income and can provide proof."

"I am working with a housing worker."

"I can explain my situation and provide what documents I have."

If You Have Limited Income:

Includes OW/ODSP, Child Tax, Part-Time Employment

You can still present yourself as a strong tenant by showing:

- Your income is stable and consistent (even if it is limited)
- You are able to pay rent regularly
- You are responsible and reliable
- You are working with a support worker or housing program (if applicable)

Landlords are **NOT** allowed to ask about:

- Immigration status
- Religion, race, or ethnic background
- Personal Characteristics
- Social Insurance Number (SIN).

Guarantors/Cosigners and Income Expectation

Some landlords may ask for a guarantor or co-signer, which is someone who agrees to pay rent if you cannot. If you do not have this, you can ask if there are other options or provide proof of income or support.

When making payments, use a payment method you can track, such as:

- E-transfer
- Cheque
- Online banking

Avoid cash if possible. If you pay in cash, always ask for a receipt.

Utilities

Utilities are services used in your home, such as electricity, heating (gas), water, and internet. In Ontario, electricity is often called “hydro.” Some rentals include utilities in the rent, while others require you to pay them separately. In Ontario, utility accounts are handled in different ways:

Electricity (hydro), Gas and Internet

Often, the service is set up in the tenant’s name and paid directly to the service provider. In some cases hydro is split between units in duplex/triplex situations.

Water

Must remain in the property owner’s (landlord’s) name and cannot be put in a tenant’s name.

If you are paying utilities through your landlord, always:

- Ask for a copy of the bill
- Make sure you understand what you are being charged
- Keep a record of your payments

**You can say: “Can you please confirm which utilities are included in the rent?
Can you let me know the average monthly cost?”**

If utilities are paid through the landlord:

You can say: “Can you please share a copy of the utility bill so I can see how the amount is calculated?”

Part 2: What is Rent?

Rent is the amount you pay each month to live in the unit. It is usually due on a set date, often the first of the month.

Types of Legal Deposits

FMR - First Month's Rent	LMR – Last Months Rent	KD – Key Deposits
Rent to cover the cost of your first month in the unit.	Rent to cover the cost of your last month in the unit before you move out.	Costs to issue a key/fob. It can't be more than what it costs to replace key/fob.

Illegal Deposits – Do not Pay

Damage/Security Deposits	Application Fees
Meant to cover potential damage to the unit.	Non-refundable fees just to apply for a rental unit.

A landlord may ask for a last month's rent deposit when you apply. This can be legal but it must be fully refunded if your application is not approved

You can say: “Before I provide any deposit, can you please confirm that it will be fully refunded if my application is not approved?”

Rent Increases

The amount your landlord can raise your rent is determined by the provincial government. The Rent Increase guideline for 2026 is 2.1%.

Landlords must inform you of the rent increase 90 days before you must start paying the new rent price.

If they do not, the increase may not be legal and you may not have to pay the increased price at that time.

12 Month Rule

Your landlord can only increase the rent one time every 12 months.

Rent Control Exemption

Not all units are protected by rent control rules. If no one lived in your rental unit before **November 15, 2018**, then there is **NO LIMIT** on how much a landlord can increase the rent.

Connect with a [Community Organization](#) or [legal clinic](#) for specific questions about rent increases!

Part 3: Lease Agreements

In Ontario, most landlords should use a [standard lease](#). This is a simple rental agreement that clearly explains your tenancy. Even if your landlord does not use this lease, your rights are still protected by the law.



Can you please provide the Ontario standard lease so I can review it before signing?

What a Lease Should Include:

- The full rent amount
- What is included in rent (such as heat, water, or hydro)
- How and when rent must be paid
- The type of tenancy (fixed-term or month-to-month)
- Who to contact for repairs or issues
- Landlord contact information

Fixed Term Lease

An agreement that lasts for a set period of time, usually 12 months.

- You agree to stay in the unit for that full time
- You are responsible for paying rent until the end date, even if you move out early (unless you assign or legally end the lease)
- The landlord cannot ask you to leave just because the lease is ending

When the lease ends, it automatically becomes month-to-month if you do not move out.

Month to Month Lease

A month-to-month lease continues with no fixed end date. Most of the fixed-term lease rules apply as well.

- You can move out anytime with 60 days' written notice
- The landlord can only end the tenancy for legal reasons
- Rent increases are still controlled by legal limits

Sublease (Sublet)

A sublease is when a tenant rents the unit to someone else for a temporary time, while they plan to return.

- The original tenant is still responsible for the unit
- The landlord must approve the sublet
- Try to pay rent directly to the landlord whenever possible
- Always ask for written proof that the sublet is approved

Note: Sublet situations can be complex! Speak to a [legal clinic](#) or [housing worker](#) for specific questions.

Will I be sharing a kitchen or bathroom with the landlord or their family?

1. **If YES** → The RTA usually **DOES NOT** apply

If the RTA does not apply:

- You may have fewer legal protections.
- Eviction rules may be different.
- Connect with a legal clinic or community organization for help.

2. **If NO** → The RTA usually **DOES** apply

If the RTA applies:

- Rent increases are regulated in most cases
- The landlord must follow a legal eviction process
- You have rights related to privacy, maintenance, and safety
- You can apply to the Landlord and Tenant Board for help

Scenario #1: Carla and her family rented a house and paid rent to George. They believed George was the landlord, but he was not. George was renting the home from the real owner and subletting it to them, but he was not paying rent to the landlord.

The landlord got an eviction order, and a sheriff came and removed the family from their home.

• **Next Time: How to Protect Yourself**

- Confirm that the person renting to you is the legal landlord.
- Whenever possible, pay rent directly to the confirmed landlord, not to another tenant.
- Keep written agreements and proof of payment. Get help from a housing worker, community organization, or legal clinic

Part 4: Types of Housing

Market Rent

Housing where the rent is set by the landlord based on the current rental market.

Subsidized Housing

Housing where the rent is based on your income. There a long waitlist, but it can make housing more affordable long-term. Visit [Steps to Justice's subsidized housing in Ontario](#) page for more information.

Supportive Housing

Housing that includes support services, such as help with health, employment, or daily living. This is often available through community organizations.

Room Rentals

You rent a room in a home and share spaces like the kitchen or bathroom with others. This is often more affordable but may come with less privacy.

Student Housing

Housing designed for students, either on-campus or nearby. These rentals may be shared and sometimes include utilities or furnished spaces. Visit [Advocacy Centre for Tenants Ontario \(ACTO\)'s guidance for student housing](#) for more information.

Part 5: Roommates and Legal Responsibility

If all roommates sign a single lease, you are all legally responsible for the full rent. If one person does not pay, the landlord can require the other tenants to cover the full amount. If each person rents their own room under separate agreements, you are usually responsible only for your own rent.

Get help from a [housing worker](#), [City of Hamilton's list of housing resources](#), or [legal clinic](#) if you have specific questions.

It is safest to pay rent directly to the landlord and keep proof of payment. Proof can be receipts, emails, and other documents showing payment was made.

Tenant	Roommate	Occupant
Rents directly from the landlord and is listed on the lease.	Shares the home with you and is also listed on the lease.	Lives in the unit but is not on the lease and has fewer protections.

Understanding Shared Housing

Shared housing means renting a private bedroom in a home while sharing spaces such as the kitchen, bathroom, or living area with others. Utilities such as heat, electricity, or internet may be included, and it can be a flexible first step as you settle in.

Renting a Room

When you rent a room, you usually have your own bedroom but share common areas such as:

- Kitchen
- Bathroom
- Living room

Before moving in, it is important to clearly understand:

- What spaces are private, and what spaces are shared
- Whether utilities are included in the rent or shared between tenants

Living With Others

Before moving in, talk about how the home will operate. Even if you are living with friends or family, treat the arrangement seriously.

Guests

If your tenancy is covered by the RTA, you have the right to have guests. A landlord cannot:

- Ban guests
- Charge extra for guests
- Limit how often someone visits

However, you are responsible for your guest's behaviour. This means that if your guest causes problems, you may be held responsible, even if you did not cause the issues.

Discuss:

- What spaces are shared (kitchen, bathroom, etc.)
- Cleaning responsibilities
- Quiet hours
- Shared supplies (toilet paper, cleaning products)
- How utilities are divided
- Who pays bills
- When payments are due
- What happens if someone moves out early

Raising Concerns Respectfully

Address problems early before they become bigger issues. When raising a concern:

- Focus on the issue, not the person
- Use calm and clear language
- Avoid blaming

You can say: “I noticed the kitchen hasn’t been cleaned. Can we agree on a schedule?”

If Conflict Continues:

- Ask a neutral person (friend, family member, or support worker) to help
- Get help from a [housing worker](#) or [City of Hamilton's list of housing resources](#)
- If it involves your legal rights, contact a [legal clinic](#)

Safety Comes First— If you experience harassment, threats, or violence, your safety is the priority.

- Contact a support service
- Call the police if your physical safety is at risk

Privacy in Shared Housing

Even in shared housing, you have the right to privacy and reasonable use of your space.

This Means:

- You can use shared areas without constant interference
- You are allowed to have guests
- You should not be monitored or controlled

No One Should:

- Enter your private room without permission
- Search your belongings
- Record you without your consent

Visit [Advocacy Centre for Tenants Ontario \(ACTO\)'s rights and regulations of renting with roommates in Ontario](#) website for more information.

Landlord Entry (24-Hour Notice)

In most cases, a landlord must give at least 24 hours' written notice before entering your unit. The notice must include:

- The reason for entry
- The date
- A time frame

The landlord does not need you to be present to enter the unit as long as proper notice is given.

You can ask for a different time if needed, but the landlord is not required to change it.

It is important not to deny entry if proper notice has been given. Refusing entry may create problems in your tenancy.

Note: In emergencies (such as flooding or urgent repairs), a landlord can enter without notice.

Visit [Steps to Justice's landlord entry regulations](#) website for more information.

Part 6: Immigration Status Common Myths

These statements are NOT TRUE:

- “Landlords can refuse newcomers or refugees”
- “You need to be a permanent resident to rent”
- “You can be evicted because your visa expires”
- “Students or work permit holders have fewer housing rights”

Sara is new to Canada and is looking for her first apartment. At the showing, everything goes well at first. Sara asks questions about the rent and says she is working full-time.

Then the landlord says, “I prefer to rent to Canadians,” and tells her the unit is no longer available. The next day, Sara sees the same apartment still advertised online and available for rent.

This is discrimination. Landlords cannot refuse to rent to you based on race, immigration status, or nationality/ethnicity. Get help from a [housing worker](#), [City of Hamilton’s list of housing resources](#), or [legal clinic](#).

Examples of Discrimination

- Refusing to rent to someone because of their race, religion, or immigration status
- Saying “No Kids” or “Canadians only” or “Vegetarians Only”
- Refusing to rent to someone because they receive social assistance

It can be difficult to tell the difference between strict requirements and discrimination. If something feels unfair or unsafe, seek help from a legal clinic or housing support service. You have the right to safe housing and to be treated with respect.

Resources

1. [**Good Shepherd, Homelessness Prevention:**](#)
 - Phone: 289-919-0396
 - Email: RHadmin@gsch.ca
2. [**Hamilton Community Legal Clinic:**](#)
 - Phone: 905-527-4572
 - Email: general@hamiltonjustice.ca
3. [**City of Hamilton – Homelessness Prevention Resources**](#)

Barriers & Discrimination

Newcomers may have difficulty getting housing because they do not have:

- Canadian credit history
- Rental history in Canada
- Local references
- Stable or high income
- A guarantor or co-signer

You can:

- Explain your situation clearly
- Provide proof of income or financial support
- Provide letters from support workers or housing programs
- Show any history of paying rent or bills on time

You have the right to housing that is safe, including:

- Heat, water, and electricity
- Working locks on doors and windows
- Smoke and carbon monoxide detectors
- Safe exits in case of fire

No landlord or roommate is allowed to:

- Threaten or intimidate you
- Shut off services to force you out
- Enter your private space without written notice.
- Use your immigration status to pressure or control you

Discrimination:

Landlords cannot refuse to rent to you or treat you unfairly based on personal characteristics.

This includes:

- Race, ethnicity, or country of origin
- Religion
- Sex, sexual orientation, gender identity, or gender expression
- Family status (ex: having children or being a single parent)
- Disability
- Age
- Receiving social assistance

Visit [Steps to Justice's guidance on how to navigate landlord discrimination](#) for more information.

Ali rents a room in a house and shares the kitchen and bathroom with the landlord. After an argument, the landlord tells Ali she has to leave within a few days. Ali is unsure what her rights are or whether the RTA applies to her living situation.

Not all rentals in Hamilton are covered under the RTA. Some arrangements, such as sharing a kitchen or bathroom with the landlord or the landlord's family, may have different rules and protections. If you are unsure whether your housing is covered, get help from a housing worker (e.g. [Good Shepherd](#)) or [legal clinic](#).

Find out if the RTA applies

If your housing is covered by the Residential Tenancies Act (RTA), you have legal rights and protections as a tenant. The RTA sets rules about rent increases, repairs and maintenance, privacy, deposits, and eviction procedures.

Ask yourself: Do I share a kitchen or bathroom with the Landlord or their family?

If YES → The RTA usually **DOES NOT** apply

- You may have fewer legal protections.
- Eviction rules may be different.
- Connect with a legal clinic or community organization for help.

If NO → The RTA usually **DOES** apply

- The landlord must follow a legal eviction process
- You have rights related to your unit, privacy, maintenance, and safety
- You can apply to the LTB for help

For help with your specific situation, contact:

1. [Good Shepherd, Homelessness Prevention:](#)
 - Phone: 289-919-0396
 - Email: RHadmin@gsch.ca
2. [Hamilton Community Legal Clinic:](#)
 - Phone: 905-527-4572
 - Email: general@hamiltonjustice.ca

Rahim's landlord asked him and his family to move out and gave him an N11 (an agreement to end the tenancy). Rahim did not understand the form and thought he had to sign it, so he signed it. Now Rahim and his family of six are being forced to move out. They have not found a new home and may need to stay in a shelter.

How to Avoid This Situation:

You do not have to sign anything right away. Never sign a form you do not understand.

Part 7: Eviction Prevention – What You Need to Know

A landlord cannot simply tell you to leave. In most cases:

- The landlord must give you a written notice (official form)
- The landlord must apply to the Landlord and Tenant Board
- You have the right to a hearing
- You do not have to move out just because you receive a notice.

Note: If your unit is not covered under the RTA, your rights may be different. Get help from a [housing worker](#) or [legal clinic](#).

[Getting an Eviction Notice](#) is not the same as getting an Eviction **Order**.

Notice

A warning from your landlord. It tells you there is a problem (like unpaid rent). You do not have to move out just because you receive a notice. Usually, you will have time to fix the problem before having to attend an LTB hearing.

Order

An order comes from the Landlord and Tenant Board (LTB) after a hearing. This is the legal decision. It will tell you if you get to stay in your unit, or if there is a date you must leave by.

Only the Sheriff can enforce an eviction, not your landlord.

Common Eviction Notices

Non-payment of rent (N4)

You owe rent. You can cancel the notice by paying what you owe before the deadline. Visit the [Steps to Justice's guidance on navigating a non-payment of rent \(N4\) situation](#) for more information.

Late or frequent late rent (N8)

The landlord claims rent is often paid late.

Interference, damage, or safety issues (N5)

The landlord says there are problems like noise, damage, or safety concerns. In many cases, you can fix the issue within a set time. Visit the [Steps to Justice's guidance on interference, damage, or safety notices/evictions \(N5\)](#) website for more information.

Landlord or family moving in (N12)

The landlord says they or an immediate family member will move into the unit

If you receive an eviction notice, get help from a [housing worker](#), [City of Hamilton's list of housing resources](#), or [legal clinic](#).

Eviction Prevention

If you receive a notice or are struggling with rent, act early. You can:

- Contact a [housing worker](#) or [legal clinic](#) right away
- Ask about [rent support programs](#) or [financial assistance](#)
- Speak to your landlord and explain your situation
- Try to make a payment plan if you owe rent
- Keep records of all communication and payments

Immigration Status and Evictions

Your immigration status does not affect your housing rights. A landlord **cannot** evict you because:

- Your visa or permit expires
- You are a refugee claimant
- You are a student/temporary worker

Landlords cannot report you to immigration because of a housing issue.

Part 8: Arrears

Arrears are amounts of money that you owe but have not paid on time. This usually happens when a full payment is missed or only part of a payment is made.

Arrears can include:

- **Rent arrears**, which is unpaid rent owed to your landlord
- **Utility arrears**, which are unpaid bills for services such as electricity (hydro), gas, or water

Rent

Your landlord may give you an N4 “Notice to End Tenancy for Non-Payment of Rent.”

It tells you how much rent you owe and gives you a deadline to pay it. If you pay the full amount by the deadline, the notice is cancelled, and your tenancy continues.

If you do not pay, the landlord can apply to the LTB to begin the eviction process.

If you move to a new home, your rent arrears do not go away. You may still be legally responsible for paying the amount owed, even after you leave the unit.

Utilities

Your landlord may give you an N5 “Notice to End Tenancy for Interference, Damage or Overcrowding” if unpaid utilities are your responsibility.

Utility companies may:

- Disconnect your services (such as hydro or gas)
- Send your account to collections
- Refuse to reconnect services until the balance is paid

If you move to a new home, you may not be able to set up utilities (like hydro or gas) until your old balance is paid.

How to Avoid Arrears

The best way to deal with arrears is to prevent them early. Staying organized and communicating early can make a big difference.

You can reduce your risk by:

- Paying your rent and utilities on time and in full
- Keeping track of payment dates and setting reminders
- Speaking to your landlord or utility provider as soon as you are struggling
- Asking about payment plans before the amount becomes too large
- Reaching out for support early instead of waiting for a notice

Get Help with Arrears

Ontario Electricity Support Program (OESP)

Provides a monthly discount on your electricity bill based on your household income and size. Visit the [Ontario Energy Board's OESP website](#) for more information.

Low-Income Energy Assistance Program (LEAP)

Provides emergency financial assistance for overdue utility bills. It is usually a one-time payment that can help avoid disconnection or reconnect services if they have already been shut off. Visit the [Ontario Energy Board's LEAP website](#) for more information.

Housing Emergency Fund (HEF)

May help cover rent arrears to prevent eviction. This support is typically accessed through local housing or social service providers and is often used when a tenant is at risk of losing their housing. Visit the [City of Hamilton's HEF website](#) for more information.

Get Help as Early as Possible

As soon as you receive a notice, you should reach out for support. **Get help from a housing worker, community organization, or legal clinic as soon as possible.** You may also be eligible for rent support or financial assistance programs.

Scenario:

A tenant was told by their landlord that they had to move out within one week because the landlord “needed the room.” The tenancy is covered by the RTA. The landlord did not give any written notice and said the tenant had no choice. The tenant felt pressured and started packing, with nowhere to go.

After speaking with a [housing worker](#), the tenant learned:

- The landlord could not evict them without proper notice
- The landlord had to follow the legal process
- The tenant did not have to move out right away

Each situation is different; connect with community resources ([City of Hamilton's list of housing resources](#)) for support with your specific questions!

Part 9: What Is an LTB Hearing?

An LTB hearing is a legal process where both the tenant and the landlord have the opportunity to explain their situation. A decision-maker at the LTB will listen to both sides and decide what should happen. At the hearing, you can explain your circumstances, provide evidence, and respond to the landlord's claims. You also have the right to challenge the notice.

Prepare for your Hearing

Before the hearing, contact a housing worker or legal clinic. Gather any important documents about your housing. This may include receipts, messages, proof of payment, or any other evidence that supports your situation. Write down what happened in your own words so you can explain your case.

What Happens at the LTB Hearing

You will have the opportunity to explain your situation, ask questions, and respond to the landlord's concerns. If you would like support with your hearing, **contact a [community agency](#)**. You may be able to request more time, propose a repayment plan, or ask for other solutions that would allow you to remain in your home.

After the Hearing: The Decision

If an eviction order is issued, you should contact a [support worker](#) immediately. The order will include important details such as the move-out date and any conditions. If no eviction order is issued, you may be able to stay in your unit. You may need to follow certain conditions, so get help to understand the order.

Enforcement: The Role of the Sheriff

If you do not leave by the deadline in the eviction order, [the landlord must file the order](#) with the Sheriff to enforce it. Only the sheriff can legally enforce an eviction. A landlord should not lock you out or remove your belongings without going through this legal process. **If you receive a sheriff's notice, get help (through a [legal clinic](#)) immediately.**

You Are Not Alone

Get help from a [housing worker](#), community organization ([City of Hamilton's list of housing resources](#)), or [legal clinic](#) as soon as possible.

Part 10: Maintenance and Repairs

Tenants are responsible for **notifying** the landlord of maintenance issues or repair requests **as soon as possible**.

When you rent a home in Ontario, your landlord is required to make sure your unit is:

- Safe to live in
- In good repair
- Meets health and safety standards

This includes both your unit and the whole building. Visit the [Advocacy Centre for Tenants Ontario \(ACTO\)'s landlord responsibilities](#) website for more information.

Essential Services You Must Have

Your landlord must ensure you always have access to:

- Heat
- Water (hot and cold)
- Electricity or gas

Visit the [Community Legal Education Ontario \(CLEO\)'s landlord utility responsibilities](#) website for more information.

Your landlord is responsible for addressing:

- Heating, plumbing, and electrical systems
- Broken appliances included in the unit (fridge, stove, etc.)
- Leaks, water damage, or mould
- Doors, windows, floors, and walls
- Pest problems (bed bugs, cockroaches, mice)
- Hallways, stairwells, elevators, and lobbies
- Laundry and garbage rooms
- Outdoor areas (grass cutting, snow removal, walkways)

Visit the [Community Legal Education Ontario \(CLEO\)'s landlord repair and maintenance responsibilities](#) website for more information.

Heat Guidelines as indicated by the City of Hamilton:

- Must be at least 20°C
- During cold months (Oct 1 - Apr 30)

Amina moved into her apartment in the winter. After a few weeks, the heat stopped working properly, and her unit became very cold. She told her landlord, but he said:

“Just buy a space heater for now. I’ll deal with it later.” Amina was worried and didn’t know what to do.

• **Amina Should:**

- Send a written message explaining the issue clearly
- Keep records (photos, messages, dates)
- Follow up with the [City of Hamilton by-law](#) and a [community organization](#) if the landlord does not respond

Tenant vs Landlord Responsibilities

Tenant Responsibilities	Landlord Responsibilities
Pay your rent in full and on time	Keep the unit in good repair and safe to live in
Keep your unit reasonably clean	Maintain the building and all essential services (heat, water, electricity)
Be responsible for your actions and the actions of your guests	Make repairs within a reasonable time
Not disturb other tenants or neighbours	Ensure tenants can live in their home with reasonable enjoyment
Follow the rules in your lease, as long as the rules are legal	Follow the law and do not include illegal rules in the lease
Allow entry to your landlord when given written 24-hour notice	Give 24-hour written notice before entering the rental unit
Report problems or repairs as soon as possible	Respond to concerns and address serious issues in a timely manner

Both tenants and landlords have legal responsibilities. One side not following the rules does not cancel the other person’s responsibilities. A landlord cannot avoid their responsibilities by writing different rules in the lease. Visit the [Steps to Justice’s tenant and landlord responsibilities](#) website for more information.

Giving Notice to Leave (Tenant-Initiated)

If you want to move out, you usually must give the landlord written notice at least 60 days before your move.

The notice must end on the last day of a rental period (usually the end of the month).

If you want to move before the end of your lease, contact a [housing worker](#) or [legal clinic](#).

Your landlord CANNOT:

Interfere with or shut off heat, water, or electricity. They can only interrupt services temporarily for repairs with written notice.

You may have to pay for repairs if:

- You damage something (on purpose or by accident)
- Your guests cause damage

Examples:

- Broken window caused by a guest → tenant pays
- Old appliance stops working → landlord pays

Cleaning and Safety:

Poor cleanliness can become an issue if it:

- Causes damage
- Creates health risks
- Leads to pest infestations

Keep your unit reasonably clean to avoid issues. Keep items properly stored away and keep trash outside.

You must continue paying your rent:

Even if your landlord is not fixing problems in your unit, you must continue to pay your rent in full and on time. Not paying rent can lead to an eviction hearing. There are legal ways to address maintenance problems, but withholding rent is NOT one of them. Visit [Community Legal Education Ontario \(CLEO\)'s maintenance/repairs and paying rent](#) website for more information.

How to request repairs

If something in your unit needs to be fixed, it is important to act quickly and clearly communicate with your landlord. The best approach is to document everything.

You should:

- Tell your landlord about the problem as soon as possible
- Put your request in writing (text, email, or letter)
- Clearly describe what the issue is and when it started

Keep Records of Maintenance Requests:

- Photos or videos of the problem
- Dates and copies of messages/emails you sent to your landlord about the issue

Do not Pay for Repairs that are the Landlord's Responsibility

Landlords are responsible for fixing issues that arise from normal "wear & tear," including broken appliances, lack of heat, or pest issues. Tenants may be responsible for costs only if the damage was caused by them or their guests.

How quickly should repairs be done?

Landlords should complete repairs within a "reasonable time," but what is reasonable depends on how serious the issue is. Problems that affect your health or safety must be addressed quickly. These include:

- No heat, water, or electricity
- Flooding or major leaks
- Broken locks or security concerns

Less urgent issues, such as minor repairs, may take more time. However, landlords are still expected to address maintenance problems within a reasonable timeframe. If your maintenance issue has not been addressed, contact a housing worker or legal clinic.

Visit the [Community Legal Education Ontario \(CLEO\) website on what to do if you damage something](#).

Landlord Entry (24-Hour Notice)

In most cases, a landlord must give at least 24 hours' written notice before entering your unit.

The notice must include:

- The reason for entry
- The date
- A time frame

Note: In emergencies (such as flooding or urgent repairs), a landlord can enter without notice

Carlos noticed small bugs in his bedroom and later discovered they were bed bugs. When Carlos reported it, his landlord told Carlos he likely caused the problem and would have to pay for treatment.

What to do: Carlos should report the issue in writing right away, clearly describe the problem, and take photos if possible. He should request pest control treatment and refuse to pay, even if the landlord suggests it.

Each situation is different; contact a [housing worker](#) or [legal clinic](#) for specific questions.

Pest Control – What to Expect

Pest problems can happen in any type of housing, and it is important to know that this is not your fault. **In Hamilton, [landlords are responsible](#) for ensuring that rental units are free from pests and must take action if there is an infestation.**

Who is Responsible:

Landlords are responsible for pest treatment, including bed bugs, cockroaches, and mice/rats. You should not agree to pay for pest control, even if the landlord suggests it.

This means your landlord must:

- Pay for pest control services
- Hire qualified professionals
- Take steps to prevent the problem from spreading

What to do if you notice pests

If you see signs of pests, act right away—early reporting helps prevent the problem from spreading. Inform your landlord as soon as possible and put your complaint in writing. Include:

- What you saw (type of pest)
- Where you saw it
- When you noticed it
- Photos, if possible

Your role during treatment:

The landlord must arrange and pay for treatment, but tenants are expected to cooperate with all preparation and treatment instructions. This may include:

- Clean and tidy to reduce clutter
- Move furniture away from walls
- Wash and dry clothing or bedding
- Bag or store items as instructed

Many tenants worry about being blamed, but reporting early is the best way to protect your home and your health.

If you need help with preparation:

Preparing for pest treatment can be difficult, especially if you have health issues, a disability, or limited support. If you cannot complete the required steps:

- Tell your landlord as soon as possible
- Ask for help or accommodations
- Reach out to a [community organization](#) or [legal clinic](#)

In some situations, landlords may have a duty to accommodate tenants to ensure treatment can be completed safely and effectively.

If you do not cooperate, treatment may not work, the issue could spread to other units, and in serious cases, it may put your tenancy at risk.

Making a By-law Complaint (City of Hamilton)

If your landlord is not fixing serious problems, you have the [right to contact the City of Hamilton](#) for help.

However, you should always try to resolve the issue with your landlord first. This means:

- Reporting the issue in writing
- Giving them reasonable time to fix it

When to make a By-Law Complaint:

- Repairs are not being done
- There are unsafe or unhealthy conditions
- There are ongoing pest problems
- You do not have heat or utilities

How to make a complaint:

Contact the [City of Hamilton \(by-law\)](#) by:

- Phone: 905-546-2782
- Email: mle@hamilton.ca
- Online complaint form

What happens after you complain:

When making a complaint, include your contact information (which is kept confidential), the address of the issue, a clear description of the problem, and any relevant dates or supporting documentation. [After you submit a complaint](#), a by-law officer may inspect the property, and the landlord may be ordered to complete repairs. If the issue is not addressed, the City can take further enforcement action.

Note: If repairs are still not done, you can file an application for tenant rights violations or maintenance and contact a [community organization](#) or [legal clinic](#) for support.

Where to Get Support

1. [Hamilton Community Legal Clinic](#)

Free summary legal support for tenants. Can help with eviction notices, tenant rights, and Landlord and Tenant Board matters.

- Phone: 905-527-4572
- Email: general@hamiltonjustice.ca

2. [Good Shepherd, Homelessness Prevention Program](#)

Supports Single Women, Youth, Gender Non-Binary folks, and Families at risk of losing housing with landlord advocacy and stabilization services.

- Phone: 289-919-0396
- Email: RHadmin@gsch.ca

3. [City of Hamilton – Tenant Support Program](#)

Helps with eviction prevention, notices (N12, N13), rent increases, and applications.

- Phone: 905-546-2424 ext. 1340
- Email: tenantsupport@hamilton.ca

4. [Housing Help Centre Hamilton](#)

Helps with finding housing, emergency funding, and accessing supports.

- Phone: 905-526-8100
- Website: housinghelpcentre.ca

5. [Wesley Housing Services](#)

Provides shelters, transitional housing, and outreach support.

- Phone: 905-528-5629
- Email: housing.hamilton@wesley.ca

6. [Refuge Newcomer Health](#)

Provides health, housing and social support for newcomers and refugees.

- Phone: 905-526-0000
- Email: info@newcomerhealth.ca

7. [City of Hamilton - Resources for Individuals at Risk of and Experiencing Homelessness](#)

Appendix 1: Residential Tenancy Agreement (Standard Form of Lease)



Residential Tenancy Agreement (Standard Form of Lease)

Note

This tenancy agreement (or lease) is required for tenancies entered into on **March 1, 2021** or later. It does not apply to care homes, sites in mobile home parks and land lease communities, most social housing, certain other special tenancies or co-operative housing (see Part A of General Information).

Residential tenancies in Ontario are governed by the *Residential Tenancies Act, 2006*. This agreement cannot take away a right or responsibility under the *Residential Tenancies Act, 2006*.

Under the Ontario *Human Rights Code*, everyone has the right to equal treatment in housing without discrimination or harassment.

All sections of this agreement are mandatory and cannot be changed.

1. Parties to the Agreement

Residential Tenancy Agreement between:

Landlord(s)

1. Landlord's Legal Name

[Add a Landlord \(+\)](#)

Note:

See Part B in General Information

and Tenant(s)

1. Last Name	First Name
2. Last Name	First Name
3. Last Name	First Name
4. Last Name	First Name

[Add a Tenant \(+\)](#)

2. Rental Unit

The landlord will rent to the tenant the rental unit at:

Unit (e.g., unit 1 or basement unit)	Street Number	Street Name	
City/Town	Province Ontario	Postal Code	

Number of vehicle parking spaces and description (e.g., indoor/outdoor, location)

Appendix 2: Sample Chore / Cleaning Chart

Address: _____

Month: _____

Roommates

- Name: _____
- Name: _____

Weekly Chores Schedule

Chore	Week 1	Week 2	Week 3	Week 4
Kitchen Cleaning				
Bathroom Cleaning				
Garbage & Recycling				
Vacuuming / Floors				
Common Area Tidying				

Chore Expectations

- All roommates agree to complete their assigned chores each week.
- Chores should be completed by: _____ (day of week).
- If you are unable to complete your chore, arrange a swap with another roommate.
- Shared spaces should be kept reasonably clean at all times.

Additional Notes

Signatures

Name: _____ Date: _____

Name: _____ Date: _____

Appendix 3: Sample Roommate Agreement

This agreement is between:

Name: _____ and Name: _____

This agreement is between the people living in the home. If only one person is on the lease, that person remains responsible to the landlord.

Move-in date: _____

- ☐ Month-to-month
- ☐ Fixed term ending: _____
 - Total Monthly rent: \$ _____
 - Each person pays: \$ _____ per month
 - Due on: _____ day of each month
 - Payment method: _____

All roommates agree to pay rent on time and communicate early about any issues

Shared costs: Electricity, Internet, Other: _____

☐ Split: ☐ Equal: ☐ Other: _____

The person paying the bill will provide a copy or confirmation before collecting payment.

- Last month's rent: \$ _____
- Key deposit (refundable): \$ _____

Use of Space: ☐ Private room ☐ Shared room

Shared spaces include the kitchen, bathroom(s), living room, hallways, and other common areas.

All roommates agree to respect each other's space, privacy, and belongings.

Roommates agree to:

- Clean up after themselves
- Keep share spaces reasonably clean
- Share basic household cleaning

Additional agreements: _____

Noise and Respect – Roommates agree to be respectful of each other's schedules.

Quiet hours (if any): _____

Guests are allowed. In Ontario, tenants generally have the right to have guests and this cannot be unreasonably restricted.

Roommates agree to be respectful, communicate in advance where possible, and avoid long or frequent stays without discussion.

Moving Out

- Notice required: _____ days (60 days recommended)
- The roommate moving out agrees to leave their space clean and return any keys

Signatures

Name: _____ Date: _____

Name: _____ Date: _____

Appendix 4: Shelter List

Shelter Name	Website	Phone Number	Notes
Good Shepherd Family Centre	The Family Centre	905-528-9442	Family Shelter
Good Shepherd Martha House	Martha House	905-523-8895	Women and Children, DV
Mission Services Inasmuch House	Mission Services	905-529-8149	Women and Children, DV
Native Women's Centre	Hamilton Native Women's Centre	905-664-1114 or 1-888-308-6559	Women and Children, DV
Interval House	Interval House of Hamilton	905-387-9959	DV only
Good Shepherd Mary's Place	Mary's Place	905-540-8000	Women Services
Womankind	Womankind Addiction Service	905-545-9100	Women Services
Carole Anne's Place – YWCA	Carole Anne's Place (CAP)	905-517-9326	Women Services – Overflow starts @10pm
Good Shepherd Men's Centre	The Good Shepherd Centre & Daily Meals	905-528-9109	Men's Services
Mission Services	Mission Services of Hamilton	905-528-7635	Men's Services
Salvation Army	Hamilton Booth Centre	905-527-1444	Men's Services
Notre Dame House	Notre Dame House	905-308-8090	Youth Shelter, Ages 16-21
Grace Haven	Grace Haven	905-522-7336	Parenting Teens
Crisis Outreach and Support Team (COAST)	Crisis Outreach and Support Team (COAST)	905-972-8338	Mental Health / Crisis
Barrett Centre 24 Hr Crisis Line	Barrett Centre for Crisis Support	905-529-7878	Mental Health / Crisis
Willow's Place – Women Only	Mission Services	905-528-5640	Day Program
Micah House	Micah House	905-296-4387	Newcomers/Refugee
Wesley Day Centre	Housing Services	905-528-5629	Day Program

Glossary

Arrears

Unpaid rent or unpaid utility amounts that are owed to the landlord or utility company.

By-law

A local government (city) law. For example, a city can make a by-law about noise or about requirements for repairs in rental housing.

Credit Check

A review of your financial history that some landlords use when deciding whether to rent to you.

Deposit

Money that you pay when you rent or borrow something but you will get back if you return the thing.

Enforce

To make people do what the law says.

Eviction Notice

A written notice from the landlord saying they want to end the tenancy.

Fixed Term Lease

A lease for a set period of time, such as 1 year.

Guarantor/Cosigner

Someone who agrees to be responsible for paying the rent if the tenant cannot pay.

Hearing

A legal meeting to get information and make a legal decision.

Interference

Anything that stops or disturbs someone from doing what they have the right to do. e.g., if a landlord turns off the heat, that interferes with your right to have a healthy and comfortable home. If a roommate has loud parties every night, that interferes with your right to have a healthy and comfortable home.

Key Deposit

A small deposit for keys. This should only be the actual replacement cost of the key.

Landlord

The person, company, or property manager who owns or manages the home you are renting.

LTB: Landlord and Tenant Board

The tribunal in Ontario that handles disputes between landlords and tenants.

Month-to-Month Lease

A rental agreement with no set end date. It continues every month until the tenant or landlord legally ends it.

Notice

Information or warning that something is going to happen. EX: you give notice to your landlord when you say you will move out on July 1.

Notice of Entry

A written notice a landlord must give before entering your unit.

Pest

Animals or insects living in your home, such as mice, rats, cockroaches, bedbugs, and ants.

Proof of Income

Documents that show how much money you make.

Scam

A way to cheat people to get money.

Receipt

A piece of paper that you get when you pay something.

Rent

The amount of money you pay to live in a home.

Rent Receipt

A written record showing that you paid rent.

Responsibility

Something that you must do.

Right

Something that you are legally allowed to have or do. EX: tenants have the right to have guests.

Room Rental

When you rent one room and share spaces like the kitchen or bathroom with other people.

RTA: Residential Tenancies Act

The Ontario law that sets out the rights and responsibilities of most landlords and tenants.

Sheriff

A sheriff is a legal official who works for the Government of Ontario. One responsibility of sheriffs is enforcing evictions.

Sublease

When the tenant temporarily rents the unit to another person with the landlord's written permission.

Tenancy

The right to use the unit you have rented; the time period you are renting for.

Tenant

The person renting and living in the unit. The tenant is responsible for paying rent on time and taking reasonable care of the home.

Threaten

To say that you will hurt or cause problems for someone.

Utilities

Services needed to run the home, such as electricity, heat, water, and gas.

Wear and Tear

Wear and tear is the normal and expected damage to places where people live.



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