

# ONTARIO'S NEW STANDARD LEASE

## *One Rental Property Owner Warns of Missing Clauses That Could Spell Trouble for Landlords*

by Chris Seepe

**B**eginning April 30th, Ontario private residential landlords will be switching over to Ontario's new Standard Lease Agreement (SLA), which will be mandatory for all tenancies in single and semi-detached houses, apartment buildings, rented condominiums and secondary units.

Written in plain language, the new lease form is templated to capture basic information — including names and addresses, total rent, due date, and any rules or terms about the rental unit or building. It also outlines the rights and responsibilities of both tenants and landlords, and explains what can (and cannot) be included in a lease. But is it enough?

Although some landlords will appreciate the clarity and simplicity of a templated form, as a mid-sized landlord in the GTA, my opinion is that the SLA is fraught with potential perils. For starters, it includes a mandatory six-page Appendix A, filled with valuable legal advice for tenants, but only a few snippets aimed at landlords. And though it permits adding clauses that don't conflict with the standard text, many important items are either missing, or misleading.

For example:

Point 6 states that a landlord must provide electricity usage details for the previous 12 months but privacy legislation prevents the landlord from obtaining that information if the previous tenant paid for their own electricity. The SLA should say: if a landlord acting reasonably can't obtain this information then they don't have to provide it.

Point 10 states that a landlord must follow the Ontario HRC with respect to smokers, which suggests smokers might have some in-suite smoking right. Under HRC, housing providers have a duty to accommodate the Code-related

needs of tenants but smokers are not specifically identified as one of the fourteen protected grounds. Some smoking lobbyists are claiming that smoking is actually a disability because it's addictive, and the category of people with mental disabilities have a disproportionately high number of smokers.

Point O states that a landlord must give keys to the tenant if the locks are changed but it doesn't say that a tenant must reciprocate. The proper explanation should be that a landlord doesn't require the consent of the tenant to change the lock provided they give the tenant a replacement key, and tenants can't change their rental unit locks without the consent of the landlord (which is an RTA breach).

Point R states that a tenancy agreement can't prohibit pets. The RTA contains a single sentence about pets: "A provision in a tenancy agreement prohibiting the presence of animals in or about the residential complex is void." That doesn't mean a landlord can't deny an applicant because they own a pet, or that they can't advertise a no-pets policy (excluding service animals).

So what points are missing that a landlord should be aware of? Here is just a sampling. (Please visit [www.drlandlord.ca](http://www.drlandlord.ca) for the complete list.)

- Other occupants who aren't lease signatories
- Joint tenancy
- Use of tenants' personal information
- Death of tenant
- Apartment abandonment

- Utility accounts access permission
- Permission to photograph
- Last month interest versus top-off
- Credit reporting permission
- Guarantor obligations
- Short-term sublet (e.g. AirBnB)
- Tenant bankruptcy
- Other tenants' right of quiet enjoyment
- Energy conservation
- Unit alterations/decorating
- Unit inspections
- Parking lot rules
- Laundry room rules
- Garbage/recycling rules
- Responsibilities for human/creature guests
- Lockouts
- Interest on LTB-awarded rent arrears
- Satellites dishes, Internet routers
- Rules surrounding tobacco/cannabis use

In short, the number one hedge against professional tenants and bad tenant behaviour is a solid qualification process; number two is a robust lease agreement. While a landlord must be familiar with a confluence of Acts (Human Rights Code, Privacy Act, Residential Tenancies Act, PIPEDA, municipal by-laws, Fire Code, Building Code, Electrical Code, Charter of Rights and Freedoms, Municipal Act, Rental Fairness Act, Condominium Act, and more) tenants who argue that they didn't know the law may be supported by favourable LTB rulings. All tenants nevertheless know they're responsible for anything they sign, and a robust lease weakens their "ignorance-of-the-law" argument.

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