



# CITY OF HAMILTON

## Tenant Rights and Entitlements Package

*You may be receiving this Tenant Rights and Entitlement Package because you have [received an N13](#), and/or your landlord has applied to the City of Hamilton's [Renovation Licence and Relocation By-law 24-055](#).*

*As a tenant in Hamilton, you have rights during this process, but you will need to take steps to protect those rights. If you would like to learn more about what it means when you receive an N13 and your landlord intends to carry out renovations or repairs within your rental unit, please go directly to [Section 3 – Navigating the Renovation Licence and Relocation By-law](#).*

*This package provides a comprehensive overview of other rights, entitlements, and supports available to tenants within the City of Hamilton. For more information, please see the following sections:*

- Section 1 - [Residential Tenant Rights and Obligations in Ontario](#)
- Section 2 - [Eviction Processes](#)
- Section 3 - [Navigating the Renovation Licence and Relocation By-law](#)
- Section 4 - [Existing Tenant Supports in Hamilton](#)



# Contents

- Section 1 – Residential Tenant Rights and Obligations in Ontario..... - 5 -
  - Legislation Governing Tenancies..... - 5 -
  - Exempt Residential Tenancies..... - 6 -
  - Rental Payment ..... - 7 -
  - Pets ..... - 7 -
  - Guests..... - 8 -
  - Rent-Geared-to-Income (RGI) Tenants..... - 8 -
  - Rent Increases..... - 8 -
  - Maintenance ..... - 9 -
  - Landlord Entries ..... - 10 -
  - Tenant LTB Applications ..... - 11 -
  - Disability Accommodations ..... - 11 -
- Section 2 – Eviction processes..... - 13 -
  - Eviction Notices..... - 13 -
    - N4 – Notice to End Your Tenancy Early for Non-payment of Rent ..... - 13 -
    - N5 – Notice to End Your Tenancy for Interfering with Others, Damage, or Overcrowding..... - 13 -
    - N6 – Notice to End Your Tenancy for Illegal Acts..... - 13 -
    - N7 – Notice to End Your Tenancy for Causing Serious Problems..... - 14 -
    - N8 – Notice to End Your Tenancy at the End of the Term ..... - 14 -
    - N12 - Notice to End your Tenancy Because the Landlord, a Purchaser, or a Family Member Requires the Rental Unit..... - 14 -
    - N13 - Notice to End your Tenancy Because the Landlord Wants to Demolish the Rental Unit, Repair it, or Convert it to Another Use..... - 14 -
      - This type of notice is given if a landlord is planning to demolish the rental unit or convert it to another use that is not residential. It is also used when a landlord is planning to repair or renovate the unit. The N13 notice must be given to you at least 120 days before you are expected to move out. .... - 14 -
  - N11- Agreement to Terminate a Tenancy..... - 15 -
  - Breaking a Lease ..... - 15 -
  - Eviction Process ..... - 15 -
  - After a Landlord Serves a Notice ..... - 16 -
  - What to Expect at the Hearing ..... - 16 -

Missing the Hearing ..... - 17 -  
Lockouts ..... - 18 -  
72-Hour Rule..... - 18 -  
Section 3 – Navigating the Renovation Licence and Relocation By-law 24-055 ..... - 19 -  
    Receiving N13 Notice from Landlord ..... - 19 -  
    Right of First Refusal Process ..... - 20 -  
    Accommodation and Compensation ..... - 21 -  
    Re-Occupying Renovated or Repaired Unit ..... - 23 -  
Section 4 - Existing Tenant Supports in Hamilton ..... - 24 -

# Section 1 – Residential Tenant Rights and Obligations in Ontario

## Legislation Governing Tenancies

As a residential tenant in Ontario, it is important to know which laws apply to the type of housing you live in. Some of the laws that may impact your tenancy are:

- [The Residential Tenancies Act \(RTA\)](#) is a law that defines the relationship between landlords and tenants and sets rules around rights and responsibilities within tenancy agreements, repairs and maintenance, eviction, and tenancy termination, rent and utility costs, care homes, mobile home parks and land lease communities. It also outlines the administration and enforcement of the law and offences under the RTA and defines the role and function of the [Landlord and Tenant Board \(LTB\)](#). If tenants and/or landlords have concerns about their landlord or their tenancy, they can file an application with the LTB.
- [The Housing Services Act \(HSA\) and its supporting legislations](#) provides rules related to subsidies for people who live in subsidized housing. Tenants who live in most subsidized housing are protected under the RTA and the HSA, as well as any additional rules set by their Service Manager, which is typically their municipal government. In Hamilton a list of community housing providers can be found [here](#) including city's owned and operated [CityHousing Hamilton](#).
- [The Co-operative Corporations Act](#) provides rules and regulations for people who live in co-operative housing. Other rules are found in each housing co-operative's own by-laws. Members of housing co-operatives are not considered tenants under the RTA, but still have some rights and responsibilities covered under the Act.
- [The Ontario Human Rights Code \(the Code\)](#) protects individuals from discrimination when dealing with a private organization. While the Code does not protect every type of unfair treatment, it identifies grounds upon which individuals should not face discrimination. If a person is treated badly or unfairly but their treatment is not connected with one or more of the protected grounds, then it is not considered discrimination under the Human Rights Code even though the person may be significantly impacted. The sixteen grounds that are protected under the Code include: Disability, Race, Colour, Ancestry, Place of origin, Citizenship, Ethnic origin, Creed (religion), Receipt of public assistance, Gender Identity, Gender Expression, Sex, Sexual orientation, Marital status, Family status and Age.
- [City of Hamilton, Licensing & By-law Services Division](#) licenses business and activities, investigates complaints, and uses enforcement to achieve compliance with by-laws set by City Council. Complaints about conditions that may not adhere to a

city by-law can be submitted to licensing and By-Law Services. Staff will attend the sites to assess the condition and issue an order fine or penalty to the party responsible to achieve compliance.

- [The Ontario Fire Code](#) sets certain requirements for fire safety. Landlords are responsible for complying with the Fire Code and its rules are enforced by the [Hamilton Fire Department](#).

## Exempt Residential Tenancies

It is important to understand who is defined as a residential tenant under the RTA, as those who are not considered tenants will not be afforded the same protections. Most people who pay rent to a landlord for a unit are considered a tenant by the RTA. There are, however, exceptions to this definition.

The most common exceptions are for individuals who live in:

- a unit that has a shared kitchen or bathroom with your landlord ([RTA s. 5\(i\)](#))
- a housing co-operative ([RTA s. 5 \(c\)](#))
- a long-term care home ([RTA s. 5 \(e\)](#))
- accommodation that is being used seasonally or for a vacation, for example a hotel or a campground ([RTA s. 5 \(a\)](#))
- a unit that you share with roommates if you don't rent directly from the landlord. In these cases, the RTA [may not cover you.](#))

There are other types of exemptions and partial exemptions as well, so it is important to get legal advice if you are unsure. You can learn more about free tenant supports in Hamilton, including those that provide free legal advice, in [Section 4](#) of this guide.

If the definition of a tenant does not apply to you, or if one of the exceptions above excludes you, you may not have the rights and protections afforded under the RTA. Specifically, this means:

- you may not be able to file an application with the Landlord and Tenant Board to enforce your rights under the RTA;
- you may not be covered by the rules that regulate rent increases; and
- your landlord may not need to follow any of the eviction procedures outlined in the RTA.

The RTA's definition of a landlord is an "owner of a rental unit or any other person who permits occupancy of a rental unit" ([RTA s.2](#)). A landlord can also be a person who acts as a representative for the owner of the rental unit, for example a real estate agent, family member, or an employee of the landlord.

As per the RTA, a landlord cannot be another tenant who occupies a rental unit in a residential complex and permits another person to also occupy the unit or any part of the unit ([RTA s.2](#)). Instead, the individual is in a licensee-licensor relationship, instead of a landlord and tenant relationship that would be accountable to the Residential Tenancy Act. If you find yourself in conflict with the person you pay rent to in this type of situation, you may want to seek legal advice or information.

## Rental Payment

When signing a new lease, many landlords in Ontario will require a new tenant to provide a payment to cover the first month and last month of their tenancy. This is known as a rent deposit.

In most cases, the landlord will hold onto your last month rent deposit for the duration of a tenancy, and it will be applied to cover the rent for the final month that you are renting the unit. A landlord cannot charge more than one month's rent for the rent deposit, and it cannot be used for anything other than the last month's rent. ([RTA s.106](#))

A landlord can also charge a new tenant for a key deposit. This deposit cannot be more than the cost of a replacement key. ([O.Reg. 516/06 s. 17](#))

In Ontario, landlords are only allowed to request an upfront deposit for rent and keys. It is illegal for landlords to charge a damage deposit or a pet deposit ([RTA s.134](#)). It is also illegal for landlords to require that you provide post-dated cheques ([RTA s.108](#)).

Landlords are required to pay interest on your deposits. The amount of interest is equal to the amount of the guideline rent increase, which is 2.5% for the Year 2025. Your landlord pays you the interest by giving it to you as a credit for your next months' rent or by adding it to your deposit.

## Pets

If a tenant discloses that they own a pet who will be living onsite prior to when a rental agreement is signed, the landlord is permitted to refuse the rental application. After a tenant enters a rental agreement, a landlord cannot evict them simply for having a pet, even if the lease has a no-pets clause ([RTA s.14](#)).

If a current tenant's pet causes a problem – for instance making unreasonable noise, causing severe allergic reactions, presenting a danger or causing damage – then a landlord could insist that a tenant get rid of their pet or the tenant could be given an eviction notice ([RTA s.63.](#), [s.64](#)).

However, there are two exceptions:

- Certain pets may not be allowed under city by-laws, and condominiums can make rules about pets, but the rules must be applied equally to tenants and owners.

- In Hamilton pet ownership is governed under the [Responsible Animal Ownership By-law](#).
- If a pet is a support animal they must be allowed under the rules regarding reasonable accommodation, up until the point of undue hardship.

## Guests

Tenants have the legal right to decide who enters their home, and a landlord has no authority to control who visits your rental unit. In addition, your landlord cannot raise your rent or charge an extra fee because you have guests ([RTA s.134](#)). When a tenant has guests in their home, they are held responsible if the guests' actions cause any negative impacts to the landlord's property. For example, if a guest causes property damage, as the leaseholder, you would be held responsible for any damage incurred at the site and/or within the broader residential complex ([RTA s.34](#)).

The issue of guests is more complicated in Rent-Geared-to-Income (RGI) housing because rent is based on the income of tenants who live in the unit, and the size of the unit is based on the number of tenants in the unit. In RGI housing, the housing provider can put limitations on the length of time a household has guests, and all tenants must be provided with a copy of the housing provider's guest policy. A guest policy that does not allow any guests is illegal.

## Rent-Geared-to-Income (RGI) Tenants

For tenants living in RGI housing the RTA generally applies but there are some important differences:

- Annual Reviews: Rent is recalculated annually based on gross annual household income. Changes in the HSA now require community housing providers to determine rent based on the household's most recent Notice of Tax Assessment (NOA).
- Income Changes: Tenants must report any significant changes in household income promptly.
- Guest Policies: RGI housing providers may have stricter guest policies requiring tenants to report long-term guests or additional household members.
- Transfers: Tenants in RGI housing can apply for a transfer to another unit if they meet eligibility criteria, such as changes in family size or accessibility needs.

If you live in RGI housing and you have questions about your rights and responsibilities, as well as more information regarding Rent-Geared-to-Income housing including local rules in Hamilton, please visit [Housing Services | City of Hamilton](#)

## Rent Increases

In Ontario, landlords must follow provincial guidelines for rent increases. These guidelines limit the percentage by which landlords can raise rent each year and are set by the Government of Ontario.

## What is a guideline rent increase?

Landlords cannot raise rent more than once every 12 months, and tenants must receive 90 days' written notice before any rent increase ([RTA s. 116\(1\), 119 \(1\)](#)). The rent increase guideline is based on Ontario's Consumer Price Index (CPI) and is published annually. [In 2025, the rent increase guideline is 2.5%.](#)

## What is exempt from guideline rent increases?

Rental units first built or occupied after November 15, 2018, are not subject to the previous guideline. Some non-residential units are also excluded, while some forms of subsidized or public housing may have their own rules regarding rent increases.

## When is a landlord permitted an Above-Guideline Increase (AGI)?

Landlords can apply to the LTB for an Above-Guideline Increase if:

- Capital Expenditures: Significant repairs or improvements have been made, such as replacing roofs, elevators, or plumbing systems.
- Tax or Utility Costs: Extraordinary increases in property taxes or utilities have occurred.
- Insurance Costs: Insurance premiums for the rental property have significantly risen.

Tenants will receive notice of the AGI application and can challenge it at the LTB. During the hearing, landlords must provide detailed evidence justifying the increase, while tenants may also present evidence, such as the impact of the increase on affordability or questioning the necessity of the expenses ([RTA s. 126](#)).

## Additional considerations:

- AGIs based on capital expenditures or security costs cannot be more than 3% per year but may be spread out for up to three years ([RTA s. 126\(11\)](#)).
- Tenants can request a detailed breakdown of the capital expenditures or extraordinary costs that justify the increase ([RTA s. 126\(4\)](#)).
- Certain types of expenses, such as routine maintenance, are not eligible for AGIs ([RTA s. 126 \(7\)](#)).

## Maintenance

A landlord is responsible for the repair and maintenance of a tenant's rental unit, as well as the broader residential property. This includes items that came with the unit, such as appliances, as well as common areas, such as parking lots and hallways. This obligation does not change even if a tenant has agreed to accept the unit as *is*, or if they were aware of a concern the landlord would be responsible for prior to moving in. It also does not change if the lease says something else about repairs and maintenance. The landlord must maintain

the unit and residential complex in a good state of repair, fit for habitation and in compliance with health, safety, housing, and maintenance standards. ([RTA s. 20\(1\)](#))

If a tenant has informed their landlord of the need for repairs, and their landlord has not done the necessary work in a reasonable time, a tenant can register a by-law complaint by calling **(905) 546-2782 option 1** or reporting the issue [online](#). A tenant may also File a T6 application against their landlord at the LTB. Information about bringing a tenant application is detailed below in [Section J](#). Information about tenant supports available in Hamilton are detailed in [Section 4](#).

## Pest control

Pest control is a normal part of maintenance that all landlords must carry out in the interior and exterior of all properties.

[As a tenant you must allow your landlord](#) or a pest control company to conduct treatment. This might include preparing your unit for treatment by moving furniture away from the wall or allowing a pest control company to enter your unit. If you need help to prepare your unit, you should tell your landlord. If you need help because of a disability, your landlord must accommodate you.

## Heat

Hamilton landlords must supply [heat of at least 20 degrees](#) from September 15 through May 15 each year.

## Air conditioning

In June 2023, the Government of Ontario passed changes to laws affecting air conditioners, but those laws have not yet been enacted within legislation.

If a tenant's lease has a provision related to air conditioning or an air conditioning unit, the landlord and tenant must follow what is in the lease. If the lease does not address air conditioning, the tenant can use a portable or window air conditioner but should check with the landlord to ensure the installation is safe. If the landlord provides air conditioning as part of the rental agreement, and the air conditioning breaks, the landlord must repair it at their own cost.

If a tenant's lease does not include a provision related to air conditioning the landlord cannot charge a fee for use of an air conditioner. Otherwise, landlords can charge a fee for the months the tenant would use an air conditioner, but the fee must be reasonable. In some cases, the tenant may need approval from the landlord to install an air conditioner in their units. Such information can be confirmed by reviewing your landlord policies.

## Landlord Entries

There are few circumstances when your landlord is allowed to enter your unit ([RTA s. 26-27](#)), such as to carry out renovations or maintenance. In these circumstances, your landlord

must provide you with written notice that they plan to enter your unit, which must be given at least 24 hours in advance and include:

- The time and day they plan to enter (which must be between 8:00 a.m. and 8:00 p.m.); and
- The reason why they are entering.

Your landlord may also enter your rental unit without notice:

- In cases of emergency;
- With your consent; or
- To show the unit to prospective tenants if a notice or agreement to end the tenancy has previously been given. In this case, your landlord can only enter your unit between 8:00 a.m. and 8:00 p.m. and they must provide you with advance notice.

If all conditions noted above have been met, a landlord can also give permission for an agent of the landlord, superintendent, or a person hired by the landlord to enter on the landlord's behalf.

## Tenant LTB Applications

If your landlord has broken a term of your lease or is not keeping up with the Landlord Responsibilities as provided in Part III the [Residential Tenancies Act](#) –, you can bring an application against your landlord to the [Landlord and Tenant Board \(LTB\)](#).

Tenant applications can be made for neglected repairs and maintenance, illegal rent charges, illegal entries to your unit, and other reasons. Generally, you must bring your [application](#) to the LTB within one year after the problem began. It is important to keep records of your communications with the landlord.

After filing your application, the LTB will set a date for a hearing with you, your landlord, and an LTB member. At the hearing, you will have to present your claim showing that your landlord has broken the law. It is important that you bring [evidence](#) to convince the LTB that your claim is true, such as witnesses, photos, records or anything else that could help to prove your case. Any documents that you want to present during the hearing must be sent to the LTB and your landlord at least 7 (seven) days in advance of the hearing.

## Disability Accommodations

Under the [Ontario Human Rights Code](#), landlords are required to accommodate the needs of tenants based on human rights grounds, including disability.

When requesting accommodation, you must:

- i. Inform your landlord about your disability and accommodation needs in writing.

- ii. Provide information about your restrictions and limitations, including medical documentation if requested. Though your landlord can request medical documentation, you are not required to provide specific medical diagnoses.
- iii. Participate in discussions regarding possible accommodation solutions and work with your landlord on an ongoing basis to manage the process.

Landlords have a [duty to accommodate](#) their tenant's disabilities up to the point of "undue hardship." This means that a landlord is only discharged of their duty to accommodate if they can show that:

- i. The costs of accommodation would be so high that it would affect the very survival or change the essential nature of the landlord's business.
- ii. No outside sources of funding are available to assist with paying for the accommodation.
- iii. Significant health and safety risks are likely to arise while making the accommodation, and these risks would outweigh any benefit of making the accommodation itself.

If a landlord refuses to accommodate a tenant's disability, the tenant has the right to bring an application to the [Ontario Human Rights Tribunal](#) to address the issue. Applications to the Ontario Human Rights Tribunal generally must be made within one year.

## Section 2 – Eviction processes

### Eviction Notices

Eviction notices must include specific details to be considered valid under the *Residential Tenancies Act (RTA)*. Each notice must clearly identify the rental unit, state the reason for termination, specify the termination date, and be signed by the landlord or their agent. The termination date must align with the appropriate legal timeline based on the type of notice issued. Some notices, such as N4 and N5, are voidable if the tenant addresses the issue within the prescribed time. Non-voidable notices, like N6 and N7, do not provide tenants with an opportunity to remedy the issue and proceed directly to an LTB application.

At the first sign of an eviction issue, it is crucial to contact/access Legal Services for advice and assistance. Acting early can help protect your rights and ensure you understand the steps you need to take.

Please see [Section 4](#) of this guide for more information about supports available to you in Hamilton.

#### **N4 – Notice to End Your Tenancy Early for Non-payment of Rent**

An N4 is issued for non-payment of rent by the tenant whether the cause of failure to pay rent is by the tenant is intentional or unintentional. The Notice provides 14 days for the tenant to pay the full amount owed to void the notice and stop the eviction process. If the tenant pays in full within the 14-day period, the landlord cannot proceed with an LTB application. However, if the tenant does not pay, the landlord can file an [L1 application](#) with the LTB to request an eviction order for non-payment of rent.

#### **N5 – Notice to End Your Tenancy for Interfering with Others, Damage, or Overcrowding**

An N5 is issued if the tenant, their guests, or occupants engage in behavior that substantially interferes with the landlord's or other tenants' rights, causes damage to the unit, or results in overcrowding. Tenants have 7 days to rectify the issue to void the notice.

If the tenant resolves the issue within 7 days, the notice becomes void. However, if the tenant receives a second N5 within six months, the landlord can proceed with an application to the LTB and is not required to give the tenant an opportunity to void the notice.

#### **N6 – Notice to End Your Tenancy for Illegal Acts**

This notice is issued if the landlord believes illegal activity, such as drug production or trafficking, is occurring in the rental property. The landlord does not need to give the tenant an opportunity to void this notice and can immediately file an application with the LTB. Proof of the alleged illegal activity is required at the hearing.

## **N7 – Notice to End Your Tenancy for Causing Serious Problems**

An N7 is used for serious issues, such as willful damage to the unit or endangering other tenants. Tenants cannot void this notice by correcting the problem. Landlords may file an application with the LTB immediately after serving the notice.

## **N8 – Notice to End Your Tenancy at the End of the Term**

Landlords may issue an N8 application for persistent late payment of rent or if a tenant's lease term is ending. This notice cannot be voided by paying what you owe. Tenants may, however, negotiate with the landlord to avoid eviction. If the tenant does not move out, the landlord can file an application with the LTB.

## **N12 - Notice to End your Tenancy Because the Landlord, a Purchaser, or a Family Member Requires the Rental Unit**

If you have received an N12 Notice, you have at least 60 days before you are expected to move out. Your landlord must either offer you another acceptable unit to move into or pay you at least one month's rent before the termination date provided in the N12 notice.

If you receive an N12 notice, you can move out at any time by providing your landlord with as little as 10 days' written notice. Your landlord can file for an eviction at the LTB as soon as they serve you an N12 notice. If you do not move out, your landlord will have to go to an LTB hearing to show that they genuinely require the unit. Your landlord will also have to file a declaration with the LTB about why they need you to move out.

## **N13 - Notice to End your Tenancy Because the Landlord Wants to Demolish the Rental Unit, Repair it, or Convert it to Another Use**

This type of notice is given if a landlord is planning to demolish the rental unit or convert it to another use that is not residential. It is also used when a landlord is planning to repair or renovate the unit. The N13 notice must be given to you at least 120 days before you are expected to move out.

For additional information relating to the City of Hamilton's Renovation and Relocation By-law 24-055, refer to [Section 3](#) of this guide.

If you receive an N13 notice, as a tenant you can move out at any time by giving as little as 10 days' written notice. Your landlord can file for an eviction at the LTB as soon as they serve you an N13 notice. If you do not move out, your landlord will have to go to an LTB hearing to show why they need you to move out.

The N13 notice requires that your landlord pay you compensation. The amount your landlord must pay you depends on how big the building is. If the notice is for renovations the amount also depends on how long the work will take. If the work was ordered to be done by a

government body, you are not entitled to receive compensation or to be offered another unit.

## N11- Agreement to Terminate a Tenancy

An N11 is a mutual agreement between the landlord and tenant to end the tenancy. Tenants should only sign this form if they fully understand the terms and implications. Tenants should seek legal advice before signing an N11.

## Breaking a Lease

Breaking a lease typically involves terminating a rental agreement before the end of its term. Tenants may legally break their lease if:

- The landlord agrees in writing to terminate the lease early, such as an N11 agreement.
- The tenant brings a tenant application at the LTB requesting the tenancy be terminated, which is granted ([RTA s. 29\(1\)](#))
- The tenant gives proper notice during a month-to-month lease after the fixed-term lease ends (RTA s. 44(2)).

For tenants experiencing domestic or sexual violence, special provisions under the RTA allow them to terminate their lease early by providing 28 days' notice (RTA s. 47). To use this provision, tenants must complete the Tenant's Notice to End the Tenancy Because of Fear of Sexual or Domestic Violence and Abuse ([Form N15](#)) and include supporting documentation, such as a restraining order or a statement from a qualified third party. The notice and documentation must be provided to the landlord, and the termination date must be at least 28 days after the notice is given. Tenants cannot be penalized for breaking the lease under these circumstances.

## Eviction Process

While there may be various reasons why a landlord may want their tenant to move out, all legal evictions are covered under the *Residential Tenancies Act, 2006* ("RTA").

Your landlord cannot evict you for reasons outside of the RTA and must apply to the Landlord and Tenant Board ("LTB") for a formal eviction. A tenant cannot be evicted without a formal order from the LTB. Only the Court Enforcement Office (colloquially known as the "Sherriff's Office") can enforce an order by the LTB via a Sherriff's Order. The police cannot enforce evictions or remove a tenant from their home unless they are a danger to themselves or others.

Before applying to have you evicted, your landlord must provide you with a Notice to End Your Tenancy (discussed in [Section 1](#) above) by using one of the forms found on the [Landlord and Tenant Board Website](#).

For a notice of termination to be valid, it must:

- A) Identify the rental unit which the notice is given;
- B) State the date on which the tenancy is to terminate; and
- C) Be signed by the person giving the notice, or the person's agent.

If any of these are missing, or if there are tenants listed on a lease/tenancy agreement that are not listed on the eviction notice, then the LTB will very likely find the notice to be invalid and the eviction cannot be ordered (RTA s. 43(1)). Seek legal advice if any of these items are missing on your notice.

## After a Landlord Serves a Notice

While a termination date will be listed on any eviction notice, a tenant does not have to move out by that date. They can choose to remain in their unit and challenge the eviction at the Landlord and Tenant Board.

After serving the notice, the landlord will file an application with the LTB to get a hearing date. The application is called an [L1](#) if it is for non-payment of rent, or an [L2](#) for other reasons for ending the tenancy.

You will then receive either an email or a letter from the LTB advising that you are a party to an application. Afterward, a Notice of Hearing Package will be emailed or mailed to you with the date of the hearing, how to access the hearing, and other information to prepare you for the hearing. A Notice of Hearing for eviction has to be served at least 30 days before the hearing date for it to be valid and must be served on all tenants.

## What to Expect at the Hearing

A Notice of Hearing should say how your hearing will be held. Hearings are held in one of four different formats:

- Oral – The applicant (e.g. landlord) and the respondent (e.g. tenant) appear in person before a member of the LTB
- Video conference – the hearing takes place using a video link sent to all parties and the LTB member
- Telephone hearing – the hearing takes place using a telephone link between the LTB member and the parties.
- Written hearing – the parties file written documents instead of appearing in person

Most hearings will be by video conference, through Zoom. Hearings take different amounts of time, based on things like the number of witnesses, the issues at hand, and the evidence presented. For oral and video hearings, several hearings are booked on the same day. Be prepared to wait for your case to be called, and plan to be at your hearing for the entire day. If you are unable to attend the hearing yourself, you may send a representative if you provide written authorization to that person. They may then argue your case, or request to change

the date of the hearing. If you are appearing through Zoom you need to make sure that you have the required technology or application ([app](#)).

Before your hearing, you will have the opportunity to request a Mediator and Tenant Duty Counsel. Mediators attempt to help landlords and tenants to come up with compromises that each party can live with. It is voluntary and confidential. Tenant Duty Counsel are legal professionals who help tenants for free on the day of their hearing. While you do not need an appointment to speak to either a mediator or Tenant Duty Counsel, you should arrive promptly at the start of your hearing to ensure that you have a chance to consult them before your file is called.

If you are representing yourself and don't understand something that is being said, ask the LTB members or other participants to explain. While the LTB member cannot give you legal advice or tell you how best to present your case, they may slow down the proceedings or explain the process in more detail.

If you require language interpretation, or a disability accommodation, contact the LTB in writing to make those arrangements as soon as possible. Keep a copy of any letters you send to the LTB. It is a good idea to arrange your own back-up interpreter as well, and to speak to Tenant Duty Counsel before your hearing if you are not represented.

The hearing process on the day of your hearing will be as follows:

1. The applicant (e.g. the landlord) gives their opening statement and tells their story.
2. The respondent (e.g. the tenant) can ask questions about the applicant's evidence and present their own evidence.
3. The respondent tells their story.
4. The applicant can ask the respondent questions.
5. Each side gives a closing statement summarizing their argument and what they want the outcome to be.

At the end of the hearing, the LTB member will either give their decision right away, or "reserve their decision." This means that they will take time to consider the evidence and submissions. In both cases, you will receive the decision in writing. Decisions are typically issued within 30 days after the hearing, but LTB members do have 60 days.

## Missing the Hearing

If you do not attend your hearing, the LTB will probably make an order against you. It is very important to get legal advice immediately. There are supports listed below in Section 3.

If you have missed your hearing and you would like to challenge the eviction, you must act very quickly. Here are few steps you can follow:

- If you are being evicted for not paying your rent, you may be able to stop the eviction by paying everything you owe from previous months, any rent that is currently due, and the fee that your landlord was charged by the LTB when they filed your case

(RTA s. 59(3)). The order from the LTB will detail the amount that you need to pay. You will then need to ask the LTB to “void” the eviction.

- You can file a [Request to Review the Order](#), and ask the LTB to review the decision to evict you. You must do that within 30 days of the date of the eviction order. If more than 30 days have passed, [you can file a request to extend or shorten time](#) along with your review request using the form found on the LTB website. The LTB will look at your request and decide if you will get a new hearing. If the LTB gives you a new hearing, they will give you an order, called a “stay” which stops the eviction process from moving forward until the hearing is held. You will have to provide this to the Sheriff to ensure that they know the eviction has been stopped. If the LTB does not give you a new hearing, the eviction against you will move forward.
- In some cases, it might make sense to file an appeal with the Ontario Divisional Court and ask the court to change the decision. You have either 30 days from the date of order, or 30 days from the date of a request to review decision [RTA s. 210(1)] It is strongly recommended to get legal advice before pursuing an appeal, as they are more technical, and more costly. If your appeal is denied, you may also have to pay the landlord’s legal costs.

You can talk to your landlord and see if they will agree to let you stay. If they agree, be sure to get proof of this agreement in writing.

## Lockouts

Under Ontario law, landlords cannot lock tenants out of their units without a legal eviction order enforced by the Sheriff. If a landlord attempts an illegal lockout, tenants should seek legal assistance immediately and may also:

- File an urgent T2 application with the LTB to request an order for the landlord to restore access to the unit.
- Contact local law enforcement to report the illegal eviction attempt.
- Contact the Rental Housing Enforcement Unit (RHEU) to complain about the landlord’s behavior.

## 72-Hour Rule

If the Sheriff executes an eviction order, tenants have 72 hours to retrieve their belongings. Landlords must allow tenants to access their possessions during this time. If issues arise, tenants should document the situation and seek legal advice promptly.

## Section 3 – Navigating the Renovation Licence and Relocation By-law 24-055

As of January 1, 2025, the City of Hamilton passed the [Renovation Licence and Relocation By-law \(By-law 24-055\)](#) to address bad faith evictions and protect tenants through the introduction of new requirements for landlords who want to complete renovations where vacant possession of a unit is required. The By-law applies to all rental housing units anywhere in Hamilton.

The By-law aims to prevent bad faith evictions, where a landlord evicts a tenant claiming that they want to renovate or repair their unit, and instead rents the unit out at a higher rate. To ensure an equitable, transparent process, all landlords must [apply for a renovation licence](#) within seven days of serving an [N13 Notice](#) to tenants to vacate their rental unit for extensive repairs or renovation.

This Section of the Tenant Rights and Entitlements Guide has been created to support tenants in understanding the rights and responsibilities of tenants and landlords as it pertains to the Renovation Licence and Relocation By-law.

### Receiving N13 Notice from Landlord

An [N13 Notice](#) is issued whenever a landlord is planning to repair or renovate a tenant's unit, and as a result requires the unit be vacated to allow for completion of the renovations or repairs. To support appropriate notice to the tenant, an N13 notice must be provided at least 120 days before a tenant is expected to move out.

As part of requirements of the Renovation Licence and Relocation By-law, within seven (7) days of serving the notice of termination (N13) to a tenant, a Landlord must apply to the City of Hamilton for a licence to conduct renovations or repairs to the impacted unit.

Tenants are not required to leave their unit as a result of an N13 Notice.

In addition, landlords must submit an application and pay an application fee to the City of Hamilton. As part of completing repairs or renovations, landlords will need to include a letter or report from a qualified professional stating that the repair or renovation is so extensive that vacant possession of the unit is required and will need to meet other requirements of the by-law, such as notifying impacted tenant(s) that they have started this process. If they do not comply or provide notice within the appropriate timelines, they may be subject to fines and penalties.

Tenants who receive an N13 notice for the purposes of extensive renovations or repairs to their rental housing unit have Right of First Refusal ([RTA, S.53](#)). This allows the tenant to move back into the unit, at a price no higher than what would otherwise be charged if the tenant had stayed in the unit once the renovations or repairs are completed. For more information, visit the sub-section on tenant rights associated with [Right of First Refusal](#).

If you have received an N13 Notice and are unsure if your landlord has submitted an application for a Renovation Licence to the City of Hamilton, as required by the City's Renovation Licence and Relocation By-Law, please contact [rentalrenolicence@hamilton.ca](mailto:rentalrenolicence@hamilton.ca) or call **905-546-2782** option 2.

Under the Renovation Licence and Relocation By-Law, it is the responsibility of the landlord to ensure that the tenant is informed of their rights and obligations, including providing the tenant this Tenant Rights and Entitlements Guide.

## Right of First Refusal Process

Per [Section 53](#) of the Residential Tenancies Act, any tenant that receives N13 Notice to move from a rental unit so that repairs or renovations can be completed, has the **right of first refusal**. The right of first refusal gives the tenant the right to move back into the rental unit when repairs or renovations on the rental unit are completed with the cost of rent at the same rate as what the landlord could have lawfully charged if there had been no interruption in the tenancy.

The City of Hamilton's [Renovation Licence and Relocation By-law](#) requires landlords who intend to complete significant work on the unit that requires a vacancy of a tenanted or leased unit, to apply for a Renovation Licence before beginning the work.

If a tenant has exercised their first right of refusal, landlords must arrange for comparable temporary housing or offer compensation payments to ensure comparable housing).

For more information about the roles and responsibilities of landlords and tenants during the process of exercising first right of refusal, including timeframes for decisions, please visit the [City's Renovation Licence and Relocation By-law webpage](#).

If you require assistance exercising your first right of refusal or want more information about the first right of refusal process, please contact the [City of Hamilton's Tenant Support Program](#) at [tenantsupport@hamilton.ca](mailto:tenantsupport@hamilton.ca). You can learn more about the Tenant Support Program in [Section 4](#) of this guide.

*The Residential Tenancies Act, 2006 requires Tenants to inform their Landlords of their intent to exercise the right of first refusal before vacating the rental unit but doesn't provide a timeframe for the Tenants to inform Landlords.*

*However, the Renovation Licence and Relocation By-Law requires that, if the Tenant is exercising the right of first refusal, the Landlord must finalize arrangements (temporary alternate accommodations or compensation) for the Tenant within **120 days of serving the N13 notice OR before the date on which the Tenant informs the Landlord of the intent to vacate the unit, whichever is earlier.***

If you'd like to receive more information about the Renovation Licence and Relocation By-law process or want to register your intention to return to the unit directly to the City of Hamilton, please contact [rentalrenollicence@hamilton.ca](mailto:rentalrenollicence@hamilton.ca) or call 905-546-2782 option 2.

If you choose not to exercise your first right of refusal, a landlord is **not** required under the Renovation Licence and Relocation By-law to make temporary arrangements (i.e. provide the tenant with temporary alternative housing or compensation). As such, at the end of the 120-day period the landlord will be able to apply to the Landlord Tenant Board to evict the tenant from the unit, and the tenant will be required to find new accommodation.

## Accommodation and Compensation

For more information about each option available to landlords and tenants, see below:

### A. Landlord to find a temporary, alternate accommodation while repairs or renovations are being completed.

Temporary, alternate accommodations must be comparable to the tenant's original unit in cost, location, and size. More specifically:

- The rental rate of the temporary alternate accommodation is equal or less than the rent of the original unit.
- The temporary alternate accommodation is a similar distance to transportation options (including transit services), community infrastructure (e.g. recreation facilities, libraries, police stations, schools, and places of religious assembly), commercial services, and amenities.
- The temporary alternate accommodation has the same or similar number of bedrooms and is of a similar size to the original unit.

### B. Landlord to provide rent gap payments to the tenant to secure alternate accommodations while repairs or renovations are being completed.

Requirements for compensation include the following:

- If a landlord is unable to provide temporary alternate accommodations to an impacted tenant at the same rent amount, a landlord must provide compensation (i.e., make up the difference in rents) to minimize additional cost to tenants.

Under the Renovation Licence and Relocation By-law, a landlord must make temporary arrangements with a tenant who has exercised their Right of First Refusal.

Landlords have two options; they can provide either:

1. A temporary alternative accommodation, or
2. Compensation to the tenant for the duration of the renovation.

- There are several considerations that will need to be met to ensure compensation payments for rent are reasonable, including unit size, current rent rate as it compares to the most recent Canada Mortgage and Housing Corporation (CMHC) annual average market rent in the Hamilton Census Metropolitan Area (CMA) for the current year, and number of bedrooms of the tenant’s current rental unit. For updated annual average market rent, and to better understand the impacts of these considerations, please contact [tenantsupport@hamilton.ca](mailto:tenantsupport@hamilton.ca).
- If a tenant finds their own temporary accommodation, the full cost difference in rent would be paid by the landlord while the tenant is awaiting their return to the unit. Compensation payments for rent must be provided to the tenant within 7 days before the 1st day of each month during the renovation period.

Navigating the process of exercising your Right of First Refusal and finding a temporary place to live can be difficult. The Tenant Support Program partners with Housing Help Centre of Hamilton and Area to support tenants through this process.

If you have any questions or want more information, please contact the City of Hamilton’s Tenant Support Program at [tenantsupport@hamilton.ca](mailto:tenantsupport@hamilton.ca)

### C. Signing and use of the Attestation Form

The Landlord’s temporary arrangements for impacted tenants must be reflected in the Renovation Licence Attestation Form signed by the Landlord and impacted Tenant(s).

The Landlord must submit the completed and signed Attestation Form to the City’s Municipal Law Enforcement Unit within 120 days of issuing N13 notices to support the application for a Renovation Licence.

The Landlord must submit the Attestation Form even if the Tenant is not exercising the right of first refusal. City staff will contact impacted Tenants once the attestation is submitted to the City to confirm the details of the agreement.

The Landlord may apply for an exemption if the Landlord is unable to complete the Attestation Form within the 120-day timeframe because the tenant:

- vacates the unit without first informing the Landlord of their intent to exercise the right of first refusal
- does not sign the Attestation Form within 120 days from the N13 issue date have passed

**A** tenant must indicate their interest in right of first refusal on the [Attestation Form](#) to be submitted as part of the landlord’s application to the City of Hamilton.

The Attestation Form can be found [here](#).

## Re-Occupying Renovated or Repaired Unit

While a tenant is living outside of their unit while renovations or repairs are being completed and has exercised their Right of First Refusal, tenants should maintain communication with their landlord through written communication or notice. A tenant's communication to their landlord may include updates in the event of a change of address or rent increase affecting their temporary alternative unit.

Similarly, the landlord has a responsibility to communicate to the tenant in writing of the following without delay:

- After receiving the tenant's Right of First Refusal notice, notify the tenant in writing of the estimated date by which the rental unit is expected to be ready for occupancy following the repairs or renovations.
- After becoming aware of any change in a previously estimated date by which the rental unit is expected to be ready for occupancy, notify the tenant in writing of the new estimated date.
- After the rental unit is ready for occupancy, notify the tenant in writing.

Per [Section 53\(2.2\) of the Residential Tenancies Act, 2006](#), if a tenant indicated to their landlord that they are exercising their [Right of First Refusal](#) the landlord will need to provide the tenant at least 60 days after the day the rental unit is ready for occupancy to return and occupy the unit.

## Section 4 - Existing Tenant Supports in Hamilton

The City of Hamilton's Housing Services Division administers a Tenant Support Program with a mandate to support tenants with access to information about their rights. In addition, the program funds community partners to provide direct service to tenants who are experiencing a bad faith eviction or illegal Above Guideline Increase and require professional support navigating these challenges.

The Tenant Support Program partners with the following organizations:

### 1. Hamilton Community Legal Clinic (HCLC)

- Provides legal advice and representation to tenants facing N12 or N13 notices, AGIs, or maintenance issues (T6 applications).
- Helps tenants navigate the Landlord and Tenant Board process, including document preparation and representation.
- Can help tenants submit T5 applications to contest bad faith termination notices.
- For more information, call 905-527-4572, email [general@hamiltonjustice.ca](mailto:general@hamiltonjustice.ca) or visit their office at 100 Main St. East, Suite 203, Hamilton, ON L8N 3W4. More details are also available at [HCLC website](#).

### 2. Association of Community Organizations for Reform Now Hamilton (Hamilton ACORN)

- Works with tenants in low- to moderate-income households at risk of eviction due to renovations, demovictions (N13), or AGIs.
- Educates tenants about their rights and helps tenant organizations build capacity to advocate for themselves.
- For more information visit [acorncanada.org](http://acorncanada.org), call [905-393-5734](tel:905-393-5734) or email [hamilton@acorncanada.org](mailto:hamilton@acorncanada.org).

### 3. Housing Help Centre Hamilton & Area (HHCHA)

- Educates tenants and landlords about their rights and responsibilities.
- Provides support to tenants displaced by an N13 notice to exercise their right to return to their unit if possible.

There are free resources to help you as a tenant in Hamilton through the [Tenant Support Program \(TSP\)](#). The goal of the TSP is to prevent bad faith evictions and help tenants stay informed about their rights.

For more information about the TSP please reach out to the city via [tenantsupport@hamilton.ca](mailto:tenantsupport@hamilton.ca) or 905-546-2424 ext. 1340.

- Assists with creating a housing plan for tenants who must vacate their units after receiving an N12 or N13 notice.
- For more information, contact Catherine French at [905-526-8100 Ext. 207](tel:905-526-8100) or email [catherine@housinghelpcentre.ca](mailto:catherine@housinghelpcentre.ca). You can also visit the [HHCHA website](#).

The City of Hamilton has other programs aimed at supporting tenants and individuals living with low income with their housing stability and acquisition of new private market housing. The Housing Emergency Fund provides direct support to individuals with utility and rental arrears, as well as financial support for last month's rent when moving to a new unit. For more information visit the City's [Housing Emergency Fund webpage](#), or email [hef@hamilton.ca](mailto:hef@hamilton.ca) for potential eligibility requirements.

---

*This resource was developed for the City of Hamilton by the Canadian Centre for Housing Rights (CCHR). CCHR is a registered charitable organization working to advance the right to housing in Canada by providing free services to renters to help them stay housed, education and training about housing rights, and rights-based housing policy through research, policy development, advocacy, and law reform. Visit their website at <https://housingrightscanada.com/>.*

Prepared January 2025. The information contained in this document is for general information purposes only and does not constitute legal or other professional advice or an opinion of any kind.