



# Tribunals Ontario

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## Landlord and Tenant Board

### Form T2

# Application About Tenant Rights

### Instructions

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**SECTION****A****When to use this application**

You can use this application to apply to have the Landlord and Tenant Board (the LTB) determine whether the **landlord, the landlord's agent or the superintendent**:

- entered your rental unit illegally,
- changed the locking system without giving you replacement keys,
- seriously interfered with the reasonable enjoyment of the rental unit or the complex by you or a member of your household,
- withheld or interfered with vital services, care services, or meals,
- harassed, interfered with, obstructed, coerced or threatened you.

You can also use this application to apply to have the LTB determine whether the **landlord**:

- did not give you 72 hours to get your property after the Sheriff evicted you or, the landlord sold, kept or disposed of your property during this 72 hour period.
- did not give you a written copy of your tenancy agreement for your care home or, the tenancy agreement did not include information about the care services and meals and/or the charges that you and the landlord agreed to.

**SECTION****B****How to complete this application**

Read these instructions before completing the application form. You are responsible for ensuring that your application is correct and complete. Follow the instructions carefully when you complete the application form.

The information you fill in on the form will be read electronically; therefore, it is important to follow the instructions below:

- Print clearly or type and do not touch the edges of the boxes.
- If there are more boxes in a line than you need, start from the left and leave the extra boxes blank.
- Do not fill in boxes that do not apply to you (for example, if you do not have a fax number, do not fill in boxes in the space marked "Fax Number").
- If the instructions tell you to shade a box or a circle (for example, circles marked "Yes" or "No"), shade the box or circle completely.

**PART 1: GENERAL INFORMATION**

Fill in the complete address of the rental unit, including the unit number (or apartment or suite number) and the postal code.



## Questions about your Tenancy

In the *Questions about your Tenancy* section, fill in the date you moved into the rental unit you are applying about. Shade in the appropriate circle to indicate whether you still live in the rental unit. If you shaded “No”, fill in the date you moved out of the rental unit.

## Related Applications

If you or your landlord have filed other applications that relate to this rental unit, and those applications **have not** been resolved, fill in the file numbers in the space provided.

## PART 2: REASONS FOR YOUR APPLICATION

Shade the appropriate box or boxes to indicate the reasons for your application. There are many different reasons for making this application, so read these instructions carefully and choose only the reasons that apply to your situation. For each reason you choose, you must provide a detailed explanation of the reason in the box provided.

### Reason 1: The landlord, the landlord’s agent or the superintendent entered my rental unit illegally.

Under the *Residential Tenancies Act, 2006* (the RTA), the landlord can enter a rental unit at anytime without written notice if:

- there is an emergency,
- the tenant consents at the time the landlord enters the rental unit,
- the landlord is required by the tenancy agreement to clean the rental unit (between 8:00 a.m. and 8:00 p.m., unless the tenancy agreement says otherwise),
- the landlord wants to show the rental unit to a prospective tenant once either the landlord or the tenant has given a notice of termination or if they have agreed to terminate the tenancy (the landlord must show the rental unit between 8:00 a.m. and 8:00 p.m.),
- the landlord is required by the tenancy agreement to check on the condition of a tenant in a care home.

The landlord can enter a rental unit between 8:00 a.m. and 8:00 p.m. with 24 hours written notice:

- to do repairs,
- to inspect the rental unit, if it is reasonable to do so, or to determine if any repairs are required in the unit,
- to allow a potential mortgagee or insurer to view the rental unit,
- to allow a qualified person, such as an architect or engineer, to make a physical inspection of a rental unit where the landlord has filed an application to convert the rental property to a condominium and an inspection is required under subsection 9(4) of the *Condominium Act*,

- for any other reason, as long as it is reasonable and set out in the tenancy agreement.

Instead of entering the rental unit to show the unit to a prospective purchaser, the landlord can give a *registered* real estate broker or real estate salesperson written authorization to enter the rental unit with the potential purchaser to view the unit. However, 24 hours written notice is still required, and they must only enter the unit between 8:00 a.m. and 8:00 p.m.

The 24 hour written notice that the landlord must give the tenant must specify the date, time and the reason for entering the rental unit.

It is illegal to enter a rental unit under any circumstances not described above.

### **Explaining your Reasons**

Describe the circumstances in which your rental unit was entered illegally. Include the name of the person who entered the rental unit, if you know who it was and whether it was the landlord, the landlord's agent or the superintendent. Also include the date and time that person entered the rental unit. If the person entered your rental unit illegally on more than one date, include each date. If you are unsure of the exact dates and/or times, indicate you are unsure and write the approximate dates and/or times.

### **Reason 2: The landlord, the landlord's agent or the superintendent changed the lock or locking system to my rental unit or building without giving me replacement keys.**

#### **Explaining your Reasons**

Describe the circumstances under which the locking system was changed and the date this occurred. If you are unsure of the exact date, indicate you are unsure and put the date you discovered the change. Include the name of the person who was responsible for changing the locking system if you know who it was and whether it was the landlord, the landlord's agent or the superintendent.

### **Reason 3: The landlord, the landlord's agent or the superintendent substantially interfered with my reasonable enjoyment of the rental unit or complex or with the reasonable enjoyment of a member of my household.**

#### **Explaining your Reasons**

Describe what happened and how it interfered with your reasonable enjoyment of the rental unit or complex or the reasonable enjoyment of a member of your household. If it was a member of your household whose reasonable enjoyment of the rental unit or complex was interfered with, include that person's name. Include the name of the person who caused the problem, if you know who it was and whether it was the landlord, their agent or the superintendent. Also indicate when the interference happened. If it happened on a specific date, include the date. If it happened over a period of time, include the start date and end date of the period. If you don't know the exact dates, indicate you are unsure and write the approximate dates.

If you are applying because work carried out by your landlord caused substantial interference with your reasonable enjoyment of your unit or the complex, the LTB must consider specific rules set out in the regulations of the RTA in determining whether and how much of an abatement of rent may be awarded. For more information about these rules see Interpretation Guideline 6, Harassment and Related Tenant Applications.

**Reason 4: The landlord, the landlord's agent or the superintendent harassed, coerced, obstructed, threatened or interfered with me.**

**Explaining your Reasons**

Describe the events that led you to file the application for this reason. Include the name of the person who caused the problem and whether it was the landlord, the landlord's agent or the superintendent, if you know. Indicate when the problem occurred. If it happened on a specific date, include the date. If it happened over a period of time, include the start date and the end date of the period. If you are unsure of the exact dates, indicate you are unsure and write the approximate dates.

**Reason 5: The landlord, the landlord's agent or the superintendent withheld or interfered with my:**

- **vital services, which are heat (from September 1 to June 15), fuel, electricity, gas, hot or cold water,**
- **care services and meals in my care home.**

Under the RTA, the landlord is not allowed to withhold or interfere with the supply of vital services, care services or meals even if they are not responsible for providing the service themselves.

Care services and meals may be provided in a care home. Care services include health care services, rehabilitative or therapeutic services, or services that provide assistance with the activities of daily living.

**Explaining your Reasons**

Describe the service and indicate whether it was withheld or interfered with. If it was interfered with, explain how. Include the name of the person who withheld or interfered with the service, if you know who it was and whether it was the landlord, the landlord's agent or the superintendent. Include the date the person began to withhold or interfere with the service. If the service has returned to normal, include the date it returned to normal. If the service is still being withheld or interfered with, indicate this on the form. If there was more than one period over which the service was withheld or interfered with, include the start date and end date of each period. If you are unsure of the exact dates, indicate you are unsure and include approximate dates.

**Reason 6: My landlord did not give me 72 hours to remove my property from the rental unit or from someplace close to it, after the Sheriff evicted me.**

Under the RTA, a landlord must allow a tenant who has been evicted by the Sheriff 72 hours after their eviction to get their property. The landlord must make the evicted tenant's property available from 8 a.m. to 8 p.m. during this 72 hour period. The tenant's property must be kept at a location near the rental unit so that the tenant can get it without difficulty. The landlord **must not** sell, keep or otherwise dispose of the tenant's property during this period.

**Explaining your Reasons**

Describe the circumstances under which you were evicted. Include the file number of the LTB order which led to your eviction. Describe what you did to try to retrieve your property from the landlord during the 72 hour period, and what the landlord did in response to your efforts to retrieve your property.

If you are applying for **just** this reason, the only remedies that the LTB can order are remedies 2, 3, 5, 8, 10 and remedy 11 in Part 3.

**Reason 7: My landlord did not give me a written tenancy agreement for my care home unit, or gave me an agreement that did not include information about my care services and meals and/or the charges we agreed I would pay for them.**

Under the RTA, a tenancy agreement for a rental unit in a care home **must** be in writing. It **must** set out what care services and meals are included, and what charges the landlord and tenant have agreed to for these services.

**Explaining your Reasons**

Describe the circumstances under which you entered into the tenancy agreement at the care home. Include the date you entered into the tenancy agreement and what information, if any, the landlord gave you about the care services and meals at the care home. If the landlord gave you a written tenancy agreement, explain why you believe it does not contain the required information about the care services and meals.

If you are applying for **just** this reason, the only remedy the LTB can order is an abatement of rent (remedy 1 of Part 3 of this application).

**PART 3: REMEDIES**

There are eleven different remedies which the LTB can order for an *Application about Tenant Rights*. If the LTB issues an order in your favour, it may decide to order a different remedy or remedies than you request.

The most the LTB can order based on your claim is \$35,000. If you believe the landlord owes you more than \$35,000, and you want to collect the full amount, you should apply to court and not to the LTB. Once the LTB issues an order based on

your application, you no longer have any claim to amounts greater than \$35,000 from your landlord.

Shade the appropriate box(es) for the remedy(ies) you want the LTB to include in its order.

**Remedy 1: The landlord must pay me a rent abatement.**

A rent abatement can relieve the tenant from their obligation to pay all or some portion of their rent for a specified period of time.

If you choose this remedy, you must fill in the dollar amount of the abatement you want the LTB to order. You must also fill in the amount of your current rent and how often you pay it (for example, by the month or the week). In the box provided, explain in detail how you determined the amount that you are asking for. Attach additional sheets if necessary.

**Remedy 2: The landlord, the landlord’s agent or the superintendent must stop the activities that led me to file this application.**

The LTB can order the landlord, superintendent or agent of the landlord to stop the activity that is the subject of your application. For example, the LTB could order that the landlord not enter your unit, or any other tenant’s unit, unless they strictly follow the rules of entry set out in the RTA. It is an offence for any person to contravene such an order.

In the box provided, describe the activities you want stopped. Include the name of the person who is responsible for those activities, if you know who it was. Indicate whether it was the landlord, their agent or the superintendent.

**Remedy 3: The landlord must pay a fine to the LTB.**

The LTB can order the landlord to pay an administrative fine to the LTB. The fine cannot exceed \$35,000 or the monetary jurisdiction of the Small Claims Court in the area in which the complex is located, whichever is greater.

**Remedy 4: I want the LTB to end my tenancy.**

If you want the LTB to end your tenancy, shade this box on the form and indicate the date you would like the tenancy to end.

If you ask for this remedy and the LTB orders it, the LTB may include provisions in its order to evict you if you don’t move out by date set out in the order. This means that if you do not move out, your landlord can file the order with the Sheriff to have you evicted.



**Remedy 5: The landlord, the landlord’s agent or the superintendent must pay me for the costs to repair or replace my property that was damaged, destroyed or disposed of because of their actions.**

If the LTB determines that the landlord, the landlord’s agent or the superintendent engaged in any of the activities you claimed in your application, and, as a result of these actions, your property was damaged, destroyed or disposed of, the LTB can order the landlord, landlord’s agent or superintendent to pay you compensation for the costs that you have incurred or will incur to repair or replace your property.

If you choose this remedy, you must fill in the dollar amount of the compensation you want the LTB to order. In the box provided, explain in detail how you determined the amount you are asking for. Describe how your property was destroyed, damaged or disposed of and indicate who was responsible. Also, you must explain whether or not your property can be repaired. If you believe that repairing the property is not reasonable and that it must be replaced, tell the LTB why you think this. Attach additional sheets if necessary.

**Remedy 6: My new rental unit has a higher rent. The landlord must pay me the difference in rent between my old rental unit and my new rental unit for one year from the date I moved out.**

You can apply for this remedy if you moved out of the rental unit as a result of the actions of the landlord, the landlord’s agent or the superintendent.

If the LTB determines that you moved out of the rental unit because of the actions of the landlord, superintendent or landlord’s agent, the LTB can order the landlord to pay you any portion of the rent increase that you have paid or will pay for a one year period after the date you moved out of the rental unit.

Determine how much higher your current rent is per rental period than your rent was at your previous rental unit (the rental unit which is the subject of this application). Include this amount in the space provided. Calculate the difference between your current rent and your previous rent for a period of one year. Include this amount in the space provided (this is the total amount the landlord owes you). For example, if you pay rent monthly, you would calculate the total amount you believe the landlord owes you as follows: [current monthly rent - previous monthly rent] x 12 months.

**Remedy 7: The landlord must pay me for my moving and storage expenses.**

You can apply for this remedy if you moved out of the rental unit as a result of the actions of the landlord, the landlord’s agent or the superintendent.

If the LTB determines that you moved out of the rental unit because of the actions of the landlord, superintendent or landlord’s agent, the LTB can order the landlord to pay you the reasonable out-of-pocket costs (actual costs you paid to third parties) that you paid or will pay for moving, storing your personal belongings, and other similar expenses.

Calculate your total expenses or expected expenses as a result of having to move. Indicate the total amount in the space provided, and explain how you determined this amount.

**Remedy 8: I had or will have out-of-pocket expenses resulting from the actions of the landlord, landlord's agent or superintendent. The landlord, landlord's agent or superintendent must pay me for these expenses.**

If the LTB determines that the landlord, the landlord's agent or the superintendent engaged in any of the activities claimed on your application and as a result of these actions, you experienced or will experience additional costs, the LTB may order the landlord, landlord's agent or superintendent to pay you for any reasonable out-of-pocket expenses that you have paid or will pay.

Fill in the dollar amount you want the LTB to order. In the box provided, describe in detail the additional expenses that you have incurred or will incur and how you determined this amount. Explain how the actions of the landlord, the landlord's agent or the superintendent have caused or will cause you to incur these expenses. Attach additional sheets if necessary.

**Remedy 9: The landlord must allow me to move back into the rental unit and must not rent the unit to anyone else.**

You can only choose this remedy if you are applying because the landlord, the landlord's agent or the superintendent changed the locks to your unit or the residential complex without providing you with replacement keys, while you were still a tenant (Reason 2 in Part 2 of the application).

If the LTB determines that the landlord, the landlord's agent or the superintendent changed the locks illegally and failed to provide you with replacement keys, the LTB can order the landlord to allow you to move back into the rental unit and to refrain from re-renting the unit to anyone else.

The LTB can only order this remedy if it is satisfied that the unit is vacant. Shade the appropriate circle on the form to indicate whether or not the unit is currently vacant, or whether you don't know.

**Remedy 10: The landlord must return all my property that he or she possesses, or that he or she can get back from other people.**

You can only ask for this remedy if you have been evicted by the Sheriff, and:

- the landlord did not give you access to get your property during the 72 hour period following your eviction, or
- the landlord did not wait the full 72 hours before they kept your property, sold it or disposed of it (Reason 6 in Part 2 of the application).

The LTB can order the landlord to return any of your property that the landlord still has in their possession or in their control. However, the LTB can **only** order the

landlord to return your property if the LTB determines that your property is still in the landlord's possession, or still in the landlord's control.

You should bring to the hearing a detailed list and descriptions of the property that was left in the unit when the Sheriff evicted you.

### **Remedy 11: I want the Board to order other remedies.**

The LTB can make any other order that it considers appropriate.

If you want the LTB to issue an order for remedies that are not listed in remedies 1 through 10, explain in detail what order you would like the LTB to make in the space provided. Attach additional sheets if necessary.

## **PART 4: SIGNATURE**

If you are the tenant, shade either the circle marked "Tenant 1" or "Tenant 2", depending on whether you filled in your name under "Tenant 1" or "Tenant 2" on page 1 of the form. Then, sign the application form and fill in the date.

If you are the tenant's representative, shade the circle marked "Tenant's Representative". Then, sign the application form and fill in the date.

## **REQUEST FOR ACCOMMODATION OR FRENCH-LANGUAGE SERVICES**

The LTB wants to ensure that everyone who uses its services can ask for and receive accommodation and/or French Language services in order to be able to participate in its proceedings on an equal basis.

Shade the appropriate box or boxes on the form to indicate whether you need accommodation under the Ontario *Human Rights Code*, French-language services or both. The LTB will not include a copy of this form when we give the other parties a copy of the application form. However, the information will be included in your application file. The file may be viewed by other parties to the application.

If you require accommodation under the *Human Rights Code*, explain what services you need in the space provided.

## **PAYMENT AND SCHEDULING INFORMATION FORM**

Complete this form to provide the LTB with the information required to process your application. Your application will not be accepted if you do not pay the application fee at the time you file the application. If you owe money to the LTB as a result of failing to pay a fee or any fine or costs set out in an order, your application may be refused or discontinued.

You may request a fee waiver if you meet the financial eligibility requirements set out by the LTB. You will need to complete the *Fee Waiver Form* which is available from

the LTB website at [tribunalsontario.ca/ltb](http://tribunalsontario.ca/ltb). For more information about fee waivers and the eligibility criteria, go to the fee waiver rules and practice direction on the Rules of Practice page of the LTB website.

### **Part 1: Payment Method**

Shade the appropriate box to show whether you are paying by cash, debit card, money order, certified cheque, Visa or MasterCard. You cannot pay by cash or debit card if you are filing your application by fax or mail. If you are paying by credit card, include the cardholder's name and signature, the card number and expiry date. The information you fill in on this part of the form is confidential. It will be used to process your application, but will not be placed on the application file.

### **Part 2: Information Required to Schedule the Hearing**

The LTB will normally schedule your hearing between 3 weeks and 6 weeks after the date you file your application. The LTB will schedule your hearing on the first available hearing date within this 3 week period. If there are any dates that you are not available during this 3 week period, list them here. The LTB will not schedule your hearing on the date(s) you indicate you are not available and will schedule your hearing on the next available hearing date. **The LTB will not contact you to schedule a hearing.**

## **SECTION**

## **C**

### **What to include when you file your application**

To file this application, you must include the following:

- The completed T2 application form,
- The application fee (listed on the cover page of the application).

**Your application will be refused if you do not pay the application fee.**

## **SECTION**

## **D**

### **How to file your application**

You can file your application in one of the following ways:

#### **1. e-File**

Complete and pay for your T2 application online using [LTB e-File](#).

If you e-File your application you must pay by credit card or debit card.

#### **2. In Person** at the nearest LTB office.

To find a list of LTB [office locations](#) visit the LTB website at [tribunalsontario.ca/ltb](http://tribunalsontario.ca/ltb). You can also call the LTB at 416-645-8080 or 1-888-332-3234 (toll-free).

If you file your application in person at an LTB office, you can pay the application fee by cash, debit card, certified cheque, money order, Visa or MasterCard.

### 3. By Mail

Mail your T2 application to the nearest LTB office.

To find a list of LTB [office locations](#) visit the LTB website at [tribunalsontario.ca/ltb](http://tribunalsontario.ca/ltb). You can also call the LTB at 416-645-8080 or 1-888-332-3234 (toll-free).

If you mail your application, you can pay the application fee by certified cheque or money order, Visa or MasterCard.

### 4. By Fax

You can fax your application to the nearest LTB office.

To find a list of LTB [office fax numbers](#) visit the LTB website at [tribunalsontario.ca/ltb](http://tribunalsontario.ca/ltb). You can also call the LTB at 416-645-8080 or 1-888-332-3234 (toll-free).

If you fax your application you can pay the application fee by Visa or MasterCard.

**Certified cheques and money orders must be made payable to the *Minister of Finance*.**

## SECTION

## E

## What to do if you have any questions

You can visit the LTB website at: [tribunalsontario.ca/ltb](http://tribunalsontario.ca/ltb)

You can call the LTB at 416-645-8080 from within the Toronto calling area, or toll-free at 1-888-332-3234 from outside Toronto, and speak to one of our Customer Service Officers.

Customer Service Officers are available Monday to Friday, except holidays, from 8:30 a.m. to 5:00 p.m. They can provide you with **information** about the *Residential Tenancies Act* and the LTB's processes; they cannot provide you with legal advice. You can also access our automated information menu at the same numbers listed above 24 hours a day, 7 days a week.