GUIDE

for Residential Renters

TACA TENANT ASSOCIATION OF CORNWALL AND AREA
ASSOCIATION DES LOCATAIRES DE CORNWALL ET DE LA RÉGION ALCR

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FIRST AID KIT

Your home should be a source of safety and comfort. If you're having difficulty paying your rent, utilities, or finding a suitable place to live, the City of Cornwall and your community partners have ways to help:

211 Service navigators are available 24/7 ..... dial 2-1-1

Cornwall Housingprograms@cornwall.ca 613-933-6282

UnitedWay utility payment support 613-932-2051

Agapecentre.ca 613-938-9297

House of Lazarus hol.community 613-989-3830

Housing difficulties can be very destabilizing to mental health. If you or someone you know is at risk of hurting themselves or others, act now:
call 9-1-1, or the 24/7 Mental Health Crisis Line at 1-866-996-0991.

Translations for all of our community's languages are available by request: **info@tacaalcr.ca**

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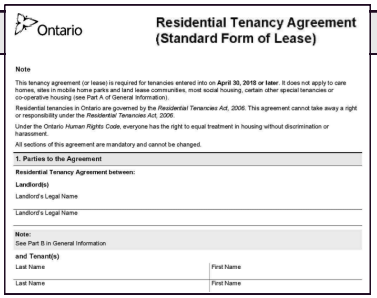
DISCLAIMER

This guide provides general information, not legal advice. For specific legal guidance, please contact a lawyer or the Tenant Association of Cornwall and Area (TACA) for help finding services. This resource was made possible with the generous assistance of the Roy McMurtry Legal Clinic (RMLC), AGAPÈ Centre, Social Development Council of SDGCA, and Community Legal Education Ontario (CLEO). It is current as of 10/2025.
We are grateful to photographer Richard Pilon for his artwork, which so beautifully captures the community we are proud to serve.

TENANT ASSOCIATION OF CORNWALL AND AREA

Standard Ontario Lease

Must be used for all new residential rental agreements in Ontario. Make sure to read your lease carefully and if you have any questions, get legal advice before signing. Your landlord must provide you with a copy.



Ontario

Residential Tenancy Agreement (Standard Form of Lease)

Note

This tenancy agreement (or lease) is required for tenancies entered into on **April 30, 2018 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)

Landlord's Legal Name

Landlord's Legal Name

Note:
See Part B in General Information

and Tenant(s)

Last Name | First Name

Last Name | First Name

Residential Tenancies Act (RTA)

Ontario's law that covers most rental units with some exceptions eg: short term accommodations, those shared with the landlord, etc.

Landlord and Tenant Board (LTB) tribunalsontario.ca/ltb

The court for renter/landlord disputes and the **RTA.**

ByLaws: Property Standards, Noise, etc.

The **City of Cornwall** and **United Counties of SDG**'s rules for safe buildings and properties.

ByLaw Enforcement connect.cornwall.ca

The authority for building safety and **ByLaw** offences.

Cornwall's service hub for online reporting: ***Cornwall Connect***

Roy McMurtry Legal Clinic (RMLC) sdglegal.com

The Clinic provides personalized legal services to income-eligible residents on a variety of issues, specializing in housing law.

Tenant Association of Cornwall and Area (TACA) tacaalcr.ca

Volunteer tenants and their allies provide support, education, and advocacy for renters. Open to all, no cost to join. **info@tacaalcr.ca**

Rental applications

Landlords may request credit checks and proof of employment as part of the rental application. They can **not** ask for processing fees, or discriminate based on gender, age, disability, or social assistance.

Your landlord tells you to move / wants to evict you

It's best to get legal help if you're at risk of eviction. If you can't afford a lawyer, contact the **Roy McMurtry Legal Clinic:**

SDGLEGAL.COM **613-932-2703**

> Usually, landlords will first give you an **eviction notice** that must state the reason for eviction and - in certain cases - how you can cancel it. eg: amount you owe and payment deadline.
> Even if you're unable to cancel the **eviction notice**, you don't need to move out right away. Your landlord must still apply to the **Landlord and Tenant Board (LTB)** for an **eviction order**. You should receive a copy of the application and a notice of hearing with info on how to attend.
> **It is very important to go to this hearing.** If you don't, the process will continue without hearing your side, and the **LTB** will likely grant the landlord an eviction order against you.

1. **eviction notice** do not move out yet
2. **get legal help** as soon as possible
3. **notice of LTB hearing** for eviction order
4. **attend LTB hearing** for eviction order
5. **obey LTB decision**

If you have difficulty understanding or keeping track of legal forms, it's important to get help as soon as possible. Contact:

SDGLEGAL.com > 613-932-2703
TACAALCR.ca > info@tacaalcr.ca

MAINTENANCE

Repairs and Maintenance

Cornwall Connect

For repairs, mould, pests, or risks to your health and safety, notify your landlord in writing and keep a copy.

> If you can do so safely, take photos of the problem.

> Check with your neighbours - they may be having similar issues that could be easier to get fixed by working together.

> If the landlord doesn't fix the issue in a reasonable amount of time, contact **ByLaw Enforcement** who can investigate and order your landlord to make repairs, **or** you can apply directly to the **Landlord and Tenant Board (LTB) within one year** of noticing the problem.

> **The Roy McMurtry Legal Clinic (RMLC)** can help you talk to your landlord, arrange mediation, or prepare **LTB** forms.

Eviction for Repair / Reno & Right of First Refusal

If you must move out for major repairs or renovations, the landlord must offer you compensation and the opportunity to move back in after the work is done, at the same rent you were paying before. **This is your right of first refusal.**

> **You must notify your landlord in writing before moving out** if you intend to move back in - at the same rent - after repairs.

> The letter must include an address where you can be reached during the renovations.

> If the landlord does not respect your **right of first refusal**, you have **two years** to file an application at the **LTB**.

If you or your child are escaping abuse,
there is a special process available to end a tenancy early. Contact:

SDGLEGAL.com > 613-932-2703
BALDWINHOUSE.ca > 613-938-2958

recognize the non-verbal signal for help:

step 1 step 2

PAYMENTS

Rent Payments

Always pay the rent that's due - even if you feel your landlord is doing something they shouldn't. **Not paying rent - for any reason - is serious,** and your landlord may move quickly to evict you.
> Only pay for repairs, deduct costs, or withhold rent if you have an **LTB** order or written agreement with the landlord to do so.

Rent Increases

To increase your rent, the landlord must:
> **wait 12 months** after lease start and between increases,
> **give 90 days' notice** on an **LTB** form or equivalent letter,
> respect Ontario's maximum **'yearly increase guideline', or**
> have permission from the **LTB** to exceed the yearly guideline.

Don't accept a rent increase that exceeds the yearly Ontario guideline! If you pay it, you have one year to challenge it and get a refund. After this deadline, that illegal increase will become your lawful rent.

Deposits

Landlords:
> **may only collect last month's rent and key deposits.**
> **can't demand fees** for applications or credit checks, post-dated cheques, or deposits for damage, pets, utilities, etc.
> **must provide receipts** for all deposits and rent payments,
> **must pay you interest** on any rent deposit, every year.

eg: $2000 *last month's rent deposit*
x 2% *yearly guideline (changes every year)*
= $40 *interest for that year*

Moving In, Moving Out, Giving Notice

> **Before moving in, do a walk-thru** and document any damage.
> You're responsible for any damage you or your guests cause.
> There should be no sign of you having lived there after leaving.
> Once the term of a lease has ended, most can be terminated with 60 days' written notice. There are exceptions e.g., short-term leases, reassignments, etc.

Access for repairs or maintenance

The landlord may enter the unit for repairs or maintenance with a minimum of 24 hours' written notice that must state the date, time, and reason for entry. Access without notice is permitted in emergencies, or if the tenant allows.

Safety

Your actions have an impact in your community.
> Test your fire and CO2 detectors regularly, and notify the landlord if they malfunction or expire.
> Have an escape plan, never tamper with safety equipment, or smoke in unpermitted areas.

Dignity

Your rights to privacy and enjoyment of your home also apply to everyone else. This includes: keeping noise to a minimum, caring for pets, not smoking in unpermitted areas, etc.
If you have a conflict with a neighbour, note the dates and inform the landlord in writing. If the conflict is *with* the landlord, your Tenant Association and Legal Clinic can help you explore solutions like mediation.

If you suspect something is wrong, contact your Tenant Association or Legal Clinic. By standing up for your rights, you're helping to strengthen protections **for all renters.**

Pets

A landlord can refuse to rent to a prospective tenant because of a pet. However, once a lease is signed, a tenant cannot be evicted solely for pet ownership unless the animal causes issues such as noise, allergies, waste, danger, or property damage.

> Certain pets may not be allowed under city ByLaws.
> Condo rules on pets must apply to all owners and tenants.
> Support animals are allowed under specific rules.

Lying about pets is a quick way to end up **'in the dog house'** with landlords and neighbours.

Bedbugs, Mice, Pest Control

Tenants and landlords must act to prevent and get rid of pests.

> Never bring furniture left at the curb into your home.
> Bed bugs and other pests love unclean spaces, so keep your home free of dirt and mess - you'll feel better too!
> Inform your landlord of suspected pests as soon as possible.
> Landlords must arrange pest control at their own expense.
> You may be required to prepare the unit, including moving items away from walls and allowing entry. If you need help due to a disability, inform the landlord and your Tenant Association.

Everyone deserves to live with dignity in a secure home.
tacaalcr.ca