**Bill 184, s. 83**

Bill 184: **Protecting Tenants and Strengthening Community Housing Act, 2020**

- royal assent received **July 21, 2020**

- in response to **Covid-19 (coronavirus)** to protect tenants struggling to pay rent from being arbitrarily or unfairly evicted

- **intended to** put a stop to the practice by some small landlords or investors who **arbitrarily or unfairly** terminate leases and bring in new tenants, who will pay a higher rent (**based on market prices**). Essentially, in contract law principles, this could be looked at as **‘unjust enrichment’** where the landlord gains at the exploitation of the tenant

- any applications re rent arrears after **March 17, 2020** onwards shall be given added consideration by the LTB by ensuring landlords and tenants cooperate with one another in good faith such as by setting a **plan to repay and terms of payment** for arrears

- **allows for** the recovery of monetary damages incurred by a landlord at the LTB and costs may be claimed in the context of **N5** (notice to end tenancy for interfering with others rights, damages and overcrowding) applications - resulting in termination and recovery of costs being payed. **Previously,** this would have to be an application for the **Small Claims Court**

- LTB has jurisdiction to hear landlord applications re tenants who have already moved out; previously a matter for the small claims court. There is a **1-year** time limit after evacuation.

- Often now **‘forwarding addresses’** of former tenants are added to newer applications’ to ensure those individuals get the documents.

- **small landlords** are now unable to recover unpaid utility and related costs (disconnection fees, etc.) from tenants or previous tenants, as before

- **no LTB mediator** is now required for Landlords and Tenants to create settlement agreements on their own with **S. 78** clauses in **good faith**:

- **S. 78** states that landlords can apply to the LTB for an order terminating the tenancy, evicting the tenant, judgement for arrears of rent and cost of filing fees, without notice, if the tenant fails to pay arrears

- tenants retain the right to **‘set aside’** **or ‘delay’** eviction orders based on **s.78** requests

- **S. 206 RTA** formerly prohibited consent orders from having terms allow landlords to apply for termination and eviction under **s. 78**. Now, it is allowed in cases where tenant fails to comply with 1 or more terms of the consent order.

- **overturns the Court of Appeal** decision which held any rent increases paid by tenants, even if paid for years, would be ‘void’ without a **Notice of Rent Increase (NOI)** official form. **1-year** time limit applies.

- **Landlords** now have the **opportunity to respond** to any ‘issues’ the tenant wishes to raise at the hearing and are protected from being ‘blindsided’; **‘fair hearing’ or ‘procedural fairness’** principle applies.

- No further **need to provide information** about ‘rights and responsibilities of landlords and tenants’; contained in **standard lease packages** already (reduces package size from 30-28 pages)

- The **convention** that permits recovery of rent arrears before **6 years** from time claim arises is **reduced to 2 years**. Landlords have an **opportunity and are encouraged** to handle rent arrears disputes more professionally and have 2 years to do so. Within the **2-year limit**, a formal claim can better be resolved or built as a stronger case to be taken to the LTB.

- **Landlords** must meet some **stringent evidentiary and financial obligations** in exercising the right to vacant possession and where those rights are exercised in bad faith or in non-compliance with the RTA, penalties are now extremely punitive.

- **1 months’ compensation payment** required to terminate and vacate, for small landlords’, in cases of **demolition, conversion or renovations;** previously up to **3 months’**

**-** Tenants’ have **2-year time limit** for bringing claims against Landlords for improper evictions based on these circumstances

- **Due diligence** and **all documentation** should be kept on record including **insurance** during this time

**- It is important to be weary of giving ‘too much’ protection to tenants also; tenants’, like some Landlords could try to manipulate the system to their advantage.**

**- Yes, Covid is a difficult situation; however, it does not mean people can get away without paying their rent on time and then later ask for their arrears to be forgiven and just leave the property and go somewhere else. It is not fair to the Landlords’ who also rely on the rent to pay their own stuff and who also are struggling in these unprecedented times.**