



## Residential Tenancies Act

# The New Standard Form of Lease and Condo-specific Additional Terms

The Goal Is To Standardize An Industry That Has Historically Been Rife With Disputes

### New Standard Form of Lease

Effective April 30, 2018, landlords of private residential rental units, including condominium units, are required to use a new mandatory form of residential tenancy agreement for all new tenancies (the “Form”). You can download a copy of the Form on the government’s website: <http://www.forms.ssb.gov.on.ca>

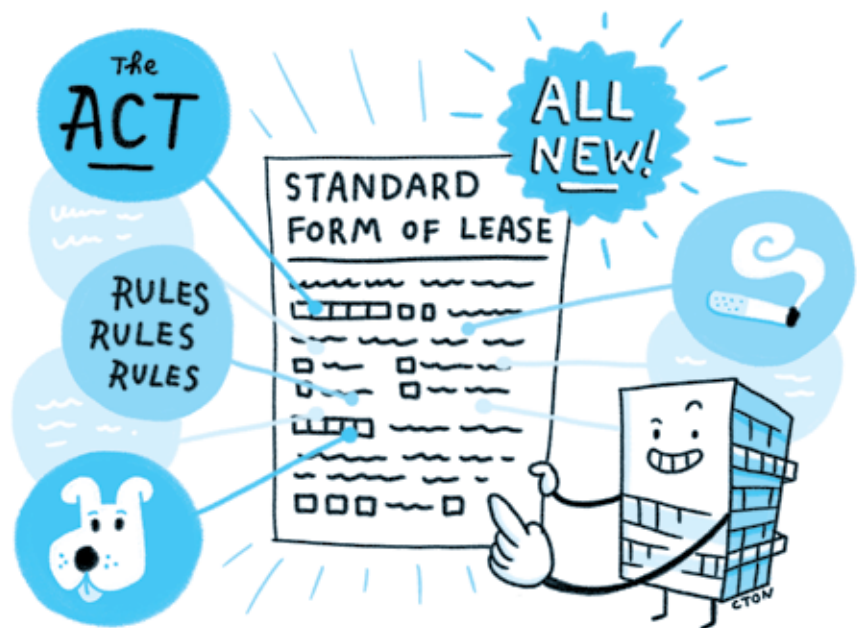
### Adjust the Lease Form

Unfortunately, the Form only contains basic lease provisions. Fortunately, s. 15 (Additional Terms) of the Form allows for additional terms to be attached to the Form. Any additions to the basic lease cannot take away a right or responsibility under the Residential Tenancies Act, 2006 (the “RTA”). Including additional terms is recommended for condo rentals, since the interplay between the Condominium Act, 1998 (the “Act”), which sets out the condo regime, and the RTA, which governs residential tenancies, is not always obvious. Condo owners who rent out their units should carefully consider adding a wide-range of protections to the basic lease, since the RTA is geared towards tenant protection. Condo corporations would also be wise to append additional terms to the Form when renting out the superintendent’s suite.

### Tenants

It is worth noting the ways in which the Form itself addresses the Act. Under s. 2 (Rental Unit) of the Form, the landlord must specify if the rental unit is a unit in a condo. If yes, then “the tenant agrees to comply with the condominium declaration, by-laws and rules, as provided by the landlord”. This language seems to suggest that the tenant need only comply with the condo documents if provided by the landlord. This is not correct. Under s. 119 of the Act, an occupier of a unit,

which includes a tenant, must comply with the Act and the corporation’s declaration, by-laws and rules. Pursuant to s. 83 of the Act, an owner of a unit must provide a lessee with a copy of the corporation’s declaration, by-laws and rules. A tenant cannot skirt its obligation to comply with the Act and the corporation’s declaration, by-laws and rules if the owner forgets to provide the tenant with the condo documents. And, indeed, the owner would be in breach of the Act for such oversight.



## Smoking

Section 10 (Smoking) of the Form provides the landlord a place to insert smoking rules which would bind the tenant. In the case of a condo rental, this section is redundant, since the tenant would be bound to any such rules, notwithstanding their inclusion here, pursuant to s. 119 of the Act above. Nonetheless, inserting the condo's smoking rules can serve as a helpful reminder for this important topic.

## Pets

Section 15 (Additional Terms) and Appendix R (Pets) to the Form effectively clarify that the Act supersedes the RTA as it concerns pet restrictions. The wording in these provisions states that whereas the RTA provides that a tenancy agreement cannot prohibit animals in a rental unit or in or around the residential building, the landlord can nonetheless require the tenant to comply with condo rules which may prohibit certain pets, and the landlord can apply to the Landlord and Tenant Board to evict a tenant who has a pet when the rules of the condo do not allow pets. Although the language used

here refers to "rules", a declaration provision containing pet restrictions would be similarly binding and take precedence.

## Additional Terms


While the Form recognizes certain condo-specific scenarios, it is lacking in various respects. To supplement the Form, the following are some useful condo-specific additional terms, which can be appended to the Form. If the landlord wishes to lease locker space(s) to the tenant, this should be reflected in the additional terms, as the Form does not make provision for lockers. The landlord should specify that he/she/it has no liability to the tenant in respect of any consents or approvals (or refusals thereof) of the corporation. The landlord should direct the tenant how common expenses are to be paid where the tenant is so liable. The landlord should make it clear that the lease does not warrant the use of any additional services or amenities of the corporation. The landlord should insist upon and specify the type of tenant insurance policies that must be provided by the tenant to the landlord (as may be

recommended in the corporation's declaration or as is sometimes referred to on the backside of the corporation's insurance certificate).

## Superintendent's Suite

For a lease of the superintendent's suite, the corporation should insert additional terms tying the lease to the superintendent's employment agreement, so that breach of one constitutes breach of the other. The corporation should also specify the applicability of the expedited superintendent suite lease termination provisions contained in the RTA.

## Legal Advice

With the new mandatory form of residential tenancy agreement, the government's goal is to standardize an industry that has historically been rife with disputes. Whereas the Form, with its plain language, is undoubtedly geared towards tenant protection, landlords (which may include both condo unit owners and condo corporations) would be wise to consider additional protections. Obtain legal advice where necessary. 



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