CHAPTER 232

Landlord and Tenant Act

1. In this Act, Interpretation

(a) "crops" means all sorts of grain, grass, hay, hops, fruits, pulse and other products of the soil;

(b) "landlord" includes lessor, owner, the person giving or permitting the occupation of the premises in question, and his and their heirs and assigns and legal representatives, and in Parts II and III also includes the person entitled to possession of the premises;

(c) "residential premises" means,

   (i) any premises used or intended for use for residential purposes, and

   (ii) land intended and used as a site for a mobile home used for residential purposes, whether or not the landlord also supplies the mobile home, but does not include,

   (iii) premises occupied for business purposes with living accommodation attached under a single lease unless the tenant occupying the living accommodation is a person other than the person occupying the premises for business purposes, in which case the living accommodation shall be deemed residential premises, or

   (iv) such other class or classes of accommodation as may be designated by the regulations;

(d) "standing crops" means crops standing or growing on the demised premises;

(e) "tenant" includes lessee, occupant, sub-tenant, under-tenant, and his and their assigns and legal representatives. R.S.O. 1970, c. 236, s. 1; 1975 (2nd Sess.), c. 13, s. 1.
2. The provisions of Parts I, II and III of this Act in so far as they apply to tenancies of residential premises are subject to Part IV. R.S.O. 1970, c. 236, s. 2.

PART I

3. The relation of landlord and tenant does not depend on tenure, and a reversion in the lessor is not necessary in order to create the relation of landlord and tenant, or to make applicable the incidents by law belonging to that relation; nor is it necessary, in order to give a landlord the right of distress, that there is an agreement for that purpose between the parties. R.S.O. 1970, c. 236, s. 3.

4. All persons being grantees or assignees of the Queen, or of any person other than the Queen, and the heirs, executors, successors and assigns of every of them, shall have and enjoy like advantage against the lessees, their executors, administrators, and assigns, by entry for non-payment of the rent, or for doing of waste, or other forfeiture, and also shall have and enjoy all and every such like and the same advantage, benefit, and remedies, by action only, for the non-performance of other conditions, covenants, or agreements, contained and expressed in the indentures of their said leases, demises or grants against all and every of the said lessees and grantees, their executors, administrators, and assigns as the said lessors or grantors themselves, or their heirs or successors, might have had and enjoyed at any time or times. R.S.O. 1970, c. 236, s. 4.

5. Rent reserved by a lease and the benefit of every covenant or provision therein contained, having reference to the subject-matter thereof, and on the lessee's part to be observed or performed, and every condition of re-entry and other condition therein contained shall be annexed and incident to and shall go with the reversionary estate in the land or in any part thereof, immediately expectant on the term granted by the lease, notwithstanding severance of that reversionary estate, and shall be capable of being recovered, received, enforced and taken advantage of by any person from time to time entitled, subject to the term, to the income of the whole or any part, as the case may require, of the land leased. R.S.O. 1970, c. 236, s. 5.

6. The benefit of every condition of re-entry or forfeiture for a breach of any covenant or condition contained in a lease shall extend to and be enforced and taken advantage of by the person from time to time entitled, subject to the term, to the income of the whole or any part, as the case
may require, of the land leased, although that person became, by conveyance or otherwise, so entitled after the condition of re-entry or forfeiture had become enforceable. R.S.O. 1970, c. 236, s. 6.

7. All lessees and grantees of lands, tenements, rents, portions, or any other hereditaments for term of years, life or lives, their executors, administrators, and assigns shall and may have like action, advantage, and remedy against all and every person who shall have any gift or grant of the Queen, or of any other persons, of the reversion of the same lands, tenements and other hereditaments so let, or any parcel thereof, for any condition, covenant, or agreement, contained or expressed in the indentures of their leases as the same lessees or any of them, might and should have had against their said lessors, and grantors, their heirs, or successors. R.S.O. 1970, c. 236, s. 7.

8. The obligation of a covenant entered into by a lessor with reference to the subject-matter of the lease shall, if and as far as the lessor has power to bind the reversionary estate immediately expectant on the term granted by the lease, be annexed and incident to and shall go with that reversionary estate, or the several parts thereof, notwithstanding severance of that reversionary estate, and may be taken advantage of and enforced by the person in whom the term is from time to time vested by conveyance, devolution in law, or otherwise, and, if and as far as the lessor has power to bind the person from time to time entitled to that reversionary estate, such obligation may be taken advantage of and enforced against any person so entitled. R.S.O. 1970, c. 236, s. 8.

9. Notwithstanding the severance by conveyance, surrender or otherwise, of the reversionary estate in any land comprised in a lease, and notwithstanding the avoidance or cessor in any other manner of the term granted by a lease as to part only of the land comprised therein, every condition or right of re-entry and every other condition contained in the lease shall be apportioned, and shall remain annexed to the severed parts of the reversionary estate as severed, and shall be in force with respect to the term whereon each severed part is reversionary, or the term in any land which has not been surrendered, or as to which the term has not been avoided or has not otherwise ceased, in like manner as if the land comprised in each severed part, or the land as to which the term remains subsisting, as the case may be, had alone originally been comprised in the lease. R.S.O. 1970, c. 236, s. 9.
10.—(1) On a contract to grant a lease for a term of years to be derived out of a leasehold interest, with a leasehold reversion, the intended lessee does not have the right to call for the title to that reversion.

(2) This section applies only if and as far as the contrary intention is not expressed in the contract, and has effect subject to the terms of the contract and to the provisions therein contained. R.S.O. 1970, c. 236, s. 10.

11. Where, in the intended exercise of any power of leasing, whether derived under a statute or under an instrument lawfully creating such power, a lease has been, or is hereafter granted that is, by reason of the non-observance or omission of some condition or restriction or by reason of any other deviation from the terms of such power, invalid as against the person entitled, after the determination of the interest of the person granting such lease, to the reversion, or against other the person who, subject to any lease lawfully granted under such power, would have been entitled to the land comprised in such lease, such lease, in case it was made in good faith and the lessee named therein, his heirs, executors, administrators, or assigns have entered thereunder, shall be considered a contract for a grant at the request of the lessee, his heirs, executors, administrators, or assigns of a valid lease under such power, to the like purport and effect as such invalid lease, except so far as any variation may be necessary in order to comply with the terms of such power, and all persons who would have been bound by a lease lawfully granted under such power are bound by such contract; but no lessee under any such invalid lease, his heirs, executors, administrators, or assigns, are entitled by virtue of any such contract to obtain any variation of the lease, where the persons who would have been bound by the contract are willing to confirm the lease without variation. R.S.O. 1970, c. 236, s. 11.

12. Where, upon or before the acceptance of rent under any such invalid lease, any receipt, memorandum or note in writing confirming the lease is signed by the person accepting the rent, or some other person by him thereunto lawfully authorized, such acceptance shall, as against the person so accepting the rent, be deemed a confirmation of the lease. R.S.O. 1970, c. 236, s. 12.

13. Where, during the continuance of the possession taken under any such invalid lease, the person for the time being entitled, subject to such possession, to the land comprised in the lease, or to the possession or the receipt of the rents and profits thereof, is able to confirm the lease without
variation, the lessee, his heirs, executors, or administrators, or any person who would have been bound by the lease if it had been valid, upon the request of the person so able to confirm it, is bound to accept a confirmation accordingly, and the confirmation may be by memorandum or note in writing signed by the persons confirming and accepting or by some other persons by them thereunto lawfully authorized, and, after confirmation and acceptance of confirmation, the lease is valid and shall be deemed to have had from the granting thereof the same effect as if it had been originally valid. R.S.O. 1970, c. 236, s. 13.

14. Where a lease granted in the intended exercise of a power of leasing is invalid by reason that, at the time of granting the lease, the person granting the lease could not lawfully grant the lease, but the estate of such person in the land comprised in the lease has continued after the time when the lease, or the like lease, might have been granted by him in the lawful exercise of such power, the lease takes effect and is as valid as if it had been granted at such last mentioned time, and all the provisions of sections 11 to 16 apply to every such lease. R.S.O. 1970, c. 236, s. 14.

15. Where a valid power of leasing is vested in, or may be exercised by, a person granting a lease, and, by reason of the determination of the estate or interest of such person or otherwise, the lease cannot have effect and continuance according to the terms thereof independently of such power, the lease shall for the purposes of sections 11 to 14 be deemed to be granted in the intended exercise of such power although such power is not referred to in the lease. R.S.O. 1970, c. 236, s. 15.

16. Nothing in sections 11 to 15 extends to, prejudices or takes away any right of action, or other right or remedy to which, but for sections 11 to 15, the lessee named in any such lease, his heirs, executors, administrators or assigns would or might have been entitled under or by virtue of any covenant for title or quiet enjoyment contained in the lease on the part of the person granting the lease, or prejudices or takes away any right of re-entry or other right or remedy to which, but for such sections, the person granting the lease, his heirs, executors, administrators or assigns, or other person, for the time being entitled to the reversion expectant on the determination of the lease, would or might have been entitled for or by reason of any breach of the covenants, conditions, or provisions contained in the lease, and on the part of the lessee, his heirs, executors, administrators or assigns to be observed and performed. R.S.O. 1970, c. 236, s. 16.
17. Where the reversion expectant on a lease of land merges or is surrendered, the estate which for the time being confers as against the tenant under the lease the next vested right to the land shall, to the extent of and for preserving such incidents to and obligations on the reversion as but for the surrender or merger thereof would have subsisted, be deemed the reversion expectant on the lease. R.S.O. 1970, c. 236, s. 17.

18.—(1) In every demise, whether by parol or in writing and whenever made, unless it is otherwise agreed, there shall be deemed to be included an agreement that if the rent reserved, or any part thereof, remains unpaid for fifteen days after any of the days on which it ought to have been paid, although no formal demand thereof has been made, it is lawful for the landlord at any time thereafter to re-enter into and upon the demised premises or any part thereof in the name of the whole and to have again, repossess and enjoy the same as of his former estate. R.S.O. 1970, c. 236, s. 18 (1).

(2) In every such demise there shall be deemed to be included an agreement that if the tenant or any other person is convicted of keeping a disorderly house within the meaning of the Criminal Code (Canada) on the demised premises or any part thereof, or carries on or engages in, on the demised premises or any part thereof, any trade, calling, business or occupation for which a licence is required under a by-law passed under section 221 or 222 of the Municipal Act for licensing, regulating or governing such trade, calling, business or occupation, except under the authority of a licence issued under such by-law, it is lawful for the landlord at any time thereafter to re-enter into the demised premises or any part thereof and to have again, repossess and enjoy the same as of his former estate. R.S.O. 1970, c. 236, s. 18 (2); 1978, c. 18, s. 1.

19.—(1) In this section and in sections 20 to 23,

(a) “action” includes any proceedings under Part III;

(b) “lease” includes an original or derivative underlease and a grant at a fee farm rent or securing a rent by condition and an agreement for a lease where a lessee has become entitled to have his lease granted;

(c) “lessee” includes an original or derivative underlessee and the heirs, executors, administrators and assigns of a lessee and a grantee under such a grant and his heirs and assigns;

(d) “lessor” includes an original derivative under-lessee and the heirs, executors, administrators and assigns of a lessor and a grantor under such a grant and his heirs and assigns;
"mining lease" means a lease for mining purposes, that is a searching for, working, getting, making merchantable, smelting or otherwise converting or working for the purposes of any manufacture, carrying away or disposing of mines or minerals, and substances in, on or under the land, obtainable by underground or by surface working or purposes connected therewith, and includes a grant or licence for mining purposes;

"under-lease" includes an agreement for an under-lease where the under-lessee has become entitled to have his under-lease granted;

"under-lessee" includes any person deriving title under or from an under-lessee.

(2) A right of re-entry or forfeiture under any proviso or stipulation in a lease for a breach of any covenant or condition in the lease, other than a proviso in respect of the payment-of rent, is not enforceable by action, entry, or otherwise, unless the lessor serves on the lessee a notice specifying the particular breach complained of, and, if the breach is capable of remedy, requiring the lessee to remedy the breach, and, in any case, requiring the lessee to make compensation in money for the breach, and the lessee fails within a reasonable time thereafter to remedy the breach, if it is capable of remedy, and to make reasonable compensation in money to the satisfaction of the lessor for the breach.

R.S.O. 1970, c. 236, s. 19.

20.—(1) Where a lessor is proceeding by action or otherwise to enforce a right of re-entry or forfeiture, whether for non-payment of rent or for other cause, the lessee may, in the lessor's action, if any, or if there is no such action pending, then in an action or summary application to a judge of the Supreme Court brought by himself, apply to the court for relief, and the court may grant such relief as, having regard to the proceedings and conduct of the parties under section 19 and to all the other circumstances, the court thinks fit, and on such terms as to payment of rent, costs, expenses, damages, compensation, penalty, or otherwise, including the granting of an injunction to restrain any like breach in the future as the court considers just.

(2) This section and section 19 apply, although the proviso or stipulation under which the right of re-entry or forfeiture accrues is inserted in the lease in pursuance of the directions of a statute.

(3) For the purposes of this section, a lease limited to continue only as long as the lessee abstains from committing
a breach of covenant is and takes effect as a lease to continue for any longer term for which it could subsist, but determinable by a proviso for re-entry on such a breach.

(4) Where the action is brought to enforce a right of re-entry or forfeiture for non-payment of rent and the lessee, at any time before judgment, pays into court all the rent in arrear and the costs of the action, the proceedings in the action are forever stayed.

(5) Where relief is granted under this section, the lessee shall hold and enjoy the demised premises according to the lease thereof made without any new lease.

(6) This section applies to leases made either before or after the commencement of this Act and applies notwithstanding any stipulation to the contrary.

(7) This section does not extend,

(a) to a covenant or condition against the assigning, underletting, parting with the possession, or disposing of the land leased; or to a condition for forfeiture on the bankruptcy of the lessee, or on the lessee making an assignment for the benefit of creditors under the Assignments and Preferences Act, or on the taking in execution of the lessee's interest; or

(b) in the case of a mining lease, to a covenant or condition for allowing the lessor to have access to or inspect books, accounts, records, weighing machines or other things, or to enter or inspect the mine or the workings thereof.

(8) Where the right of re-entry or forfeiture is in respect of a breach of a covenant or condition to insure, relief shall not be granted if at the time of the application for relief there is not an insurance on foot in conformity with the covenant or condition to insure except, in addition to any other terms that the court may impose, upon the term that the insurance is effected. R.S.O. 1970, c. 236, s. 20.

21. Where a lessor is proceeding by action or otherwise to enforce a right of re-entry or forfeiture under any covenant, proviso or stipulation in a lease, the court, on application by any person claiming as under-lessee any estate or interest in the property comprised in the lease or any part thereof, either in the lessor's action, if any, or in any action or summary application to a judge of the Supreme Court brought by such person for that purpose, may make an order
vesting for the whole term of the lease or any less term the property comprised in the lease, or any part thereof, in any person entitled as under-lessee to any estate or interest in such property upon such conditions as to execution of any deed or other document, payment of rents, costs, expenses, damages, compensation, giving security or otherwise as the court in the circumstances of each case thinks fit; but in no case is any such under-lessee entitled to require a lease to be granted to him for any longer term than he had under his original sub-lease. R.S.O. 1970, c. 236, s. 21.

22. Where a lessor is proceeding by action to enforce a right of re-entry or forfeiture under a covenant, proviso or stipulation in a lease, every person claiming any right, title or interest in the demised premises under the lease, if it is known to the lessor that he claims such right or interest or if the instrument under which he claims is registered in the proper land registry office, shall be made a party to the action. R.S.O. 1970, c. 236, s. 22.

23.—(1) In every lease made after the 1st day of September, 1911, containing a covenant, condition or agreement against assigning, underletting, or parting with the possession, or disposing of the land or property leased without licence or consent, such covenant, condition or agreement shall, unless the lease contains an express provision to the contrary, be deemed to be subject to a proviso to the effect that such licence or consent is not to be unreasonably withheld.

(2) Where the landlord refuses or neglects to give a licence or consent to an assignment or sub-lease, a judge of the county or district court, upon the application of the tenant or of the assignee or sub-tenant, made by way of originating notice according to the practice of the court, may make an order determining whether or not the licence or consent is unreasonably withheld and, where the judge is of opinion that the licence or consent is unreasonably withheld, permitting the assignment or sub-lease to be made, and such order is the equivalent of the licence or consent of the landlord within the meaning of any covenant or condition requiring the same and such assignment or sub-lease is not a breach thereof. R.S.O. 1970, c. 236, s. 23.

24. Where a licence to do any act that, without such licence, would create a forfeiture, or give a right to re-enter under a condition or power reserved in a lease, is given to a lessee or his assigns, every such licence, unless otherwise expressed, extends only to the permission actually given, or to any specific breach of any proviso or covenant, or to the actual assignment, under-lease or other matter thereby
specifically authorized to be done, but does not prevent a proceeding for any subsequent breach unless otherwise specified in the licence, and all rights under covenants and powers of forfeiture and re-entry in the lease remain in full force and virtue, and are available as against any subsequent breach of covenant or condition, assignment, under-lease, or other matter not specifically authorized or made dispunishable by such licence, in the same manner as if no such licence had been given, and the condition or right of re-entry remains in all respects as if the licence had not been given, except in respect of the particular matter authorized to be done. R.S.O. 1970, c. 236, s. 24.

25. Where in a lease there is a power or condition of re-entry on assigning or underletting or doing any other specified act without licence, and a licence has been or is given to one of several lessees or co-owners to assign or underlet his share or interest, or to do any other act prohibited to be done without licence, or has been or is given to a lessee or owner, or any one of several lessees or owners, to assign or underlet part only of the property, or to do any other such act in respect of part only of the property, the licence does not operate to destroy or extinguish the right of re-entry in case of any breach of the covenant or condition by the co-lessee or co-lessees or owner or owners of the other shares or interest in the property, or by the lessee or owner of the rest of the property, over or in respect of such shares or interest or remaining property, but such right of re-entry remains in full force over or in respect of the shares or interests or property not the subject of the licence. R.S.O. 1970, c. 236, s. 25.

26. Where an actual waiver of the benefit of a covenant or condition in a lease, on the part of a lessor or his heirs, executors, administrators or assigns, is proved to have taken place in any one particular instance, such actual waiver shall not be assumed or deemed to extend to any instance or any breach of covenant or condition other than that to which the waiver specially relates, nor to be a general waiver of the benefit of any such covenant or condition unless an intention to that effect appears. R.S.O. 1970, c. 236, s. 26.

27.—(1) Unless it is otherwise specifically provided in a lease made after the 1st day of September, 1897, a covenant by a lessee for payment of taxes shall not be deemed to include an obligation to pay taxes assessed for local improvements.

(2) In the case of a lease made under the Short Forms of Leases Act where the words "except for local improvements" are struck out or omitted from the covenant number 3 in
Schedule B of that Act, such striking out or omission shall be deemed to be a specific provision otherwise made within the meaning of subsection (1). R.S.O. 1970, c. 236, s. 27.

28. A week's notice to quit and a month's notice to quit, respectively, ending with the week or the month, is sufficient notice to determine, respectively, a weekly or monthly tenancy. R.S.O. 1970, c. 236, s. 28.

29. Every tenant to whom a writ in an action for the recovery of land has been delivered, or to whose knowledge it comes, shall forthwith give notice thereof to his landlord or to his landlord's bailiff or receiver, and, if he omits so to do, he is answerable to his landlord for all damages sustained by him by reason of the failure to give such notice. R.S.O. 1970, c. 236, s. 29.

30.—(1) The goods and chattels exempt from seizure under execution are not liable to seizure by distress by a landlord for rent, except as hereinafter provided.

(2) In the case of a monthly tenancy, the exemption only applies to two months arrears of rent.

(3) The person claiming the exemption shall select and point out the goods and chattels that he claims to be exempt. R.S.O. 1970, c. 236, s. 30.

31.—(1) In this section, subject to section 32, "tenant" includes a sub-tenant and the assigns of the tenant and any person in actual occupation of the premises under or with the assent of the tenant during the currency of the lease, or while the rent is due or in arrear, whether or not he has attorned to or become the tenant of the landlord.

(2) A landlord shall not distrain for rent on the goods and chattels of any person except the tenant or person who is liable for the rent, although the same are found on the premises; but this restriction does not apply in favour of a person claiming title under an execution against the tenant, or in favour of a person whose title is derived by purchase, gift, transfer, or assignment from the tenant, whether absolute or in trust, or by way of mortgage or otherwise, nor to the interest of the tenant in any goods or chattels on the premises in the possession of the tenant under a contract for purchase, or by which he may or is to become the owner thereof upon performance of any condition, nor where goods or chattels have been exchanged between tenants or persons by the one borrowing or hiring from the other for the purpose of defeating the claim of or the right of distress by the
landlord, nor does the restriction apply where the property is claimed by the wife, husband, daughter, son, daughter-in-law, or son-in-law of the tenant, or by any other relative of his, if such other relative lives on the premises as a member of the tenant’s family, or by any person whose title is derived by purchase, gift, transfer or assignment from any relative to whom the restriction does not apply.

(3) Nothing in this section exempts from distress goods or chattels in a store or shop managed or controlled by an agent or clerk for the owner of the goods or chattels where the clerk or agent is also the tenant and in default, and the rent is due in respect of the store or shop or premises rented therewith and thereto belonging, if the goods or chattels would have been liable to seizure but for this Act. R.S.O. 1970, c. 236, s. 31.

32.—(1) In this section, “under-tenant” means a tenant to whom the premises or some part of the premises in respect of which rent is distrained for have been sub-let with the consent of the superior landlord or in default of such consent under the order of the judge of the county or district court as provided by subsection 23 (2).

(2) If a superior landlord distrains or threatens to distraint any goods or chattels of an under-tenant, boarder or lodger for arrears of rent due to him by his immediate tenant, the under-tenant, boarder or lodger may serve the superior landlord, or the bailiff or other person employed by him to levy the distress, with a statutory declaration made by the under-tenant, boarder or lodger setting forth that the immediate tenant has no right of property or beneficial interest in such goods or chattels, and that they are the property or in the lawful possession of the under-tenant, boarder or lodger, and also setting forth whether any and what amount by way of rent, board or otherwise is due from the under-tenant, boarder or lodger to the immediate tenant, and to the declaration shall be annexed a correct inventory, subscribed by the under-tenant, boarder or lodger, of the goods and chattels mentioned in the declaration, and the under-tenant, boarder or lodger may pay to the superior landlord, or to the bailiff or other person employed by him, the amount if any, so due, or so much thereof as is sufficient to discharge the claim of the superior landlord.

(3) If the superior landlord, bailiff or other person, after being served with the declaration and inventory, and after the under-tenant, boarder or lodger has paid or tendered to him the amount, if any, which by subsection (2) the under-tenant, boarder or lodger is authorized to pay, levies or proceeds
with a distress on the goods or chattels of the under-tenant, boarder or lodger, the superior landlord, bailiff or other person is guilty of an illegal distress, and the under-tenant, boarder or lodger may replevy the goods or chattels in any court of competent jurisdiction, and the superior landlord is also liable to an action, at the suit of the under-tenant, boarder or lodger, in which the truth of the declaration and inventory may be inquired into.

(4) Any payment made by an under-tenant, boarder or lodger pursuant to subsection (2) is a valid payment on account of the amount due from him to the immediate tenant. R.S.O. 1970, c. 236, s. 32.

33.—(1) A tenant in default for non-payment of rent is not entitled to the benefit of the exemption provided for by section 30 unless he gives up possession of the premises forthwith or is ready and offers to do so.

(2) The offer may be made to the landlord or to his agent, and the person authorized to seize and sell the goods and chattels, or having the custody of them for the landlord, shall be considered an agent of the landlord for the purpose of the offer and surrender to the landlord of possession. R.S.O. 1970, c. 236, s. 33.

34.—(1) Where a landlord desires to seize exempted goods, he shall, after default has been made in the payment of rent and before or at the time of seizure, serve the tenant with a notice (Form 1).

(2) The surrender of possession in pursuance of the notice is a determination of the tenancy. R.S.O. 1970, c. 236, s. 34.

35.—(1) A tenant may set off against the rent due a debt due to him by the landlord.

(2) Notice of the claim of set off (Form 2) may be given before or after the seizure.

(3) When the notice is given, the landlord is entitled to distrain, or to proceed with the distress, only for the balance of the rent after deducting any debt justly due by him to the tenant that is mentioned in the notice. R.S.O. 1970, c. 236, s. 35.

36.—(1) Service of notices under sections 28, 34 and 35 shall be made either personally or by leaving the same with a grown-up person in and apparently residing on the premises occupied by the person to be served.
(2) If the tenant cannot be found and his place of abode is not known, or admission thereto cannot be obtained, the posting up of the notice on some conspicuous part of the premises is good service. R.S.O. 1970, c. 236, s. 36.

37. No proceeding under sections 33 to 36 shall be rendered invalid by any defect in form. R.S.O. 1970, c. 236, s. 37.

38.—(1) In case of an assignment for the general benefit of creditors, or an order being made for the winding up of an incorporated company, or where a receiving order in bankruptcy or authorized assignment has been made by or against a tenant, the preferential lien of the landlord for rent is restricted to the arrears of rent due during the period of three months next preceding, and for three months following the execution of the assignment, and from thence so long as the assignee retains possession of the premises, but any payment to be made to the landlord in respect of accelerated rent shall be credited against the amount payable by the assignee, liquidator or trustee for the period of his occupation.

(2) Notwithstanding any provision, stipulation or agreement in any lease or agreement or the legal effect thereof, in case of an assignment for the general benefit of creditors, or an order being made for the winding up of an incorporated company, or where a receiving order in bankruptcy or authorized assignment has been made by or against a tenant, the assignee, liquidator or trustee may at any time within three months thereafter for the purposes of the trust estate and before he has given notice of intention to surrender possession or disclaim, by notice in writing elect to retain the leased premises for the whole or any portion of the unexpired term and any renewal thereof, upon the terms of the lease and subject to the payment of the rent as provided by the lease or agreement, and he may, upon payment to the landlord of all arrears of rent, assign the lease with rights of renewal, if any, to any person who will covenant to observe and perform its terms and agree to conduct upon the demised premises a trade or business which is not reasonably of a more objectionable or hazardous nature than that which was thereon conducted by the debtor, and who on application of the assignee, liquidator or trustee, is approved by a judge of the Supreme Court as a person fit and proper to be put in possession of the leased premises. R.S.O. 1970, c. 236, s. 38.

39.—(1) The assignee, liquidator or trustee has the further right, at any time before so electing, by notice in writing to the landlord, to surrender possession or disclaim any such lease, and his entry into possession of the leased premises and their occupation by him, while required for the purposes
of the trust estate, shall not be deemed to be evidence of an intention on his part to elect to retain possession pursuant to section 38.

(2) Where the assignor, or person or firm against whom a receiving order has been made in bankruptcy, or a winding up order has been made, being a lessee, has, before the making of the assignment or such order demised any premises by way of under-lease, approved or consented to in writing by the landlord, and the assignee, liquidator or trustee surrenders, disclaims or elects to assign the lease, the under-lessee, if he so elects in writing within three months of such assignment or order, stands in the same position with the landlord as though he were a direct lessee from the landlord but subject, except as to rental payable, to the same liabilities and obligations as the assignor, bankrupt or insolvent company was subject to under the lease at the date of the assignment or order, but the under-lessee shall in such event be required to covenant to pay to the landlord a rental not less than that payable by the under-lessee to the debtor, and if such last mentioned rental was greater than that payable by the debtor to the said landlord, the under-lessee shall be required to covenant to pay to the landlord the like greater rental.

(3) In the event of any dispute arising under this section or section 38, the dispute shall be disposed of by a judge of the Supreme Court upon a summary application. R.S.O. 1970, c. 236, s. 39.

40. Every person has the like remedy by distress and by impounding and selling the property distrained in cases of rents seek as in case of rent reserved upon lease. R.S.O. 1970, c. 236, s. 40.

41. A person having any rent due and in arrear, upon any lease for life or lives or for years, or at will, ended or determined, may distrain for such arrears, after the determination of the lease, in the same manner as he might have done if the lease had not been ended or determined, if the distress is made within six months after the determination of the lease, and during the continuance of the landlord's title or interest, and during the possession of the tenant from whom the arrears became due. R.S.O. 1970, c. 236, s. 41.

42. A person entitled to any rent or land for the life of another may recover by action or distress the rent due and owing at the time of the death of the person for whose life such rent or land depended as he might have done if the person by whose death the estate in such rent or land determined had continued in life. R.S.O. 1970, c. 236, s. 42.
Distress to be reasonable

43. Distress shall be reasonable. R.S.O. 1970, c. 236, s. 43.

Right to distrain grain, etc.,

44. A person having rent due and in arrear upon any demise, lease, or contract may seize and secure any sheaves or cocks of grain, or grain loose, or in the straw, or hay, lying or being in any barn or granary or otherwise upon any part of the land charged with such rent, and may lock up or detain the same in the place where the same is found, for or in the nature of a distress until the same is replevied, and in default of the same being replevied, may sell the same after appraisement thereof is made; but such grain or hay so distrained shall not be removed by the person distraining, to the damage of the owner thereof out of the place where the same is found and seized, but shall be kept there, as impounded, until it is replevied or sold in default of replevying. R.S.O. 1970, c. 236, s. 44.

Right to distrain cattle or live stock

45.—(1) A landlord may take and seize, as a distress for arrears of rent, any cattle or live stock of his tenant feeding or pasturing upon any highway, or on any way belonging to the demised premises or any part thereof.

Distress of standing crops

(2) Subject to subsection (4), a landlord may take and seize standing crops as a distress for arrears of rent, and may cut, gather, make, cure, carry and lay up the same, when ripe, in the barns or other proper place on the demised premises and, if there is no barn or proper place on the demised premises, then in any other barn or proper place which the landlord hires or otherwise procures for that purpose as near as may be to the premises, and may in convenient time appraise, sell or otherwise dispose of the same towards satisfaction for the rent for which the distress is made, and of the charges of the distress, appraisement and sale in the same manner as other goods and chattels may be seized, distrained and disposed of, and the appraisement thereof shall be taken when cut, gathered, cured and made and not before.

(3) Notice of the place where the goods and chattels so distrained are lodged or deposited shall, within one week after the lodging or depositing thereof, be given to the tenant or left at his last place of abode.

Tenant's right to notice of place of keeping

(4) If, after a distress of standing crops so taken for arrears of rent, and at any time before the same are ripe and cut, cured or gathered, the tenant pays to the landlord for whom the distress is taken the whole rent then in arrear, with the full costs and charges of making the distress and occasioned thereby, then, upon such payment or lawful tender thereof, the same and every part thereof shall cease, and the standing crops so distrained shall be delivered up to the tenant.

Satisfying distress of standing crops
(5) Where standing crops are distrained for rent they may, at the option of the landlord, be advertised and sold in the same manner as other goods, and it is not necessary for the landlord to reap, thresh, gather or otherwise market them.

(6) Any person purchasing standing crops at such sale is liable for the rent of the land upon which they are standing at the time of the sale, and until they are removed, unless the rent has been paid or has been collected by the landlord, or has been otherwise satisfied, and the rent shall, as nearly as may be, be the same as that which the tenant whose goods were sold was to pay, having regard to the quantity of land, and to the time during which the purchaser occupies it. R.S.O. 1970, c. 236, s. 45.

46. Beasts that gain the land and sheep shall not be distrained if there are other chattels sufficient to satisfy the demand. R.S.O. 1970, c. 236, s. 46.

WHERE DISTRESS MAY BE TAKEN

47. Save as herein otherwise provided, goods or chattels that are not at the time of the distress upon the premises in respect of which the rent distrained for is due, shall not be distrained for rent. R.S.O. 1970, c. 236, s. 47.

FRAUDULENT REMOVAL

48.—(1) Where any tenant, for life or lives, term of years, at will, sufferance or otherwise, of any messuages, lands, tenements or hereditaments, upon the demise or holding whereof any rent is reserved, due, or made payable, fraudulently or clandestinely conveys away, or carries off or from the premises his goods or chattels to prevent the landlord from distraining them for arrears of rent so reserved, due, or made payable, the landlord or any person by him for that purpose lawfully empowered, may, within thirty days next ensuing such conveying away or carrying off, take and seize such goods and chattels wherever they are found, as a distress for such arrears of rent, and sell or otherwise dispose of them in such manner as if they had actually been distrained by the landlord upon such premises for such arrears of rent.

(2) No landlord or other person entitled to such arrears of rent shall take or seize, as a distress for the same, any such goods or chattels that have been sold in good faith and for a valuable consideration, before such seizure made, to any person not privy to such fraud. R.S.O. 1970, c. 236, s. 48.

49. Where any goods or chattels fraudulently or clandestinely conveyed or carried away by any tenant, his servant, or agent, or other person aiding or assisting therein
are or are believed to be in any house, barn, stable, outhouse, yard, close or place, locked up, fastened or otherwise secured so as to prevent them from being taken and seized as a distress for arrears of rent, the landlord or his agent may take and seize, as a distress for rent, such goods and chattels, first calling to his assistance a peace officer who is hereby required to aid and assist therein, and, in case of a dwelling house, oath being also first made of a reasonable ground to believe that such goods or chattels are therein, and, in the daytime, break open and enter into such house, barn, stable, outhouse, yard, close or place and take and seize such goods and chattels for the arrears of rent as he might have done if they were in an open field or place upon the premises from which they were so conveyed or carried away. R.S.O. 1970, c. 236, s. 49.

50. If a tenant so fraudulently removes, conveys away or carries off his goods or chattels, or if any person wilfully and knowingly aids or assists him in so doing, or in concealing them, every person so offending shall forfeit and pay to the landlord double the value of such goods or chattels, to be recovered by action in any court of competent jurisdiction. R.S.O. 1970, c. 236, s. 50.

51.—(1) Beasts or cattle distrained shall not be removed or driven out of the city, town, village or township in which they were distrained, except to a fitting pound or enclosure in the same county or district not more than three miles distant from the place where the distress was taken.

(2) No cattle or other goods or chattels distrained or taken by way of distress for any cause at one time shall be impounded in several places.

(3) Every person contravening this section shall forfeit to the person aggrieved $20 in addition to the damages sustained by him.

(4) Any person lawfully taking any distress for any kind of rent may impound or otherwise secure the distress so made in such place or on such part of the premises chargeable with the rent as is most fit and convenient for that purpose, and may appraise, sell and dispose of the same upon the premises, and it is lawful for any person to come and go to and from such place or part of the premises where any distress for rent is so impounded and secured to view, appraise and buy, and to carry off or remove the same on account of the purchaser thereof. R.S.O. 1970, c. 236, s. 51.

52. Upon any pound breach or rescue of goods or chattels distrained for rent, the person offending or the owner of the
goods distrained in case they are afterwards found to have come to his use or possession, shall forfeit to the person aggrieved $20 in addition to the damages sustained by him. R.S.O. 1970, c. 236, s. 52.

53. Where any goods or chattels are distrained for any rent reserved and due upon any demise, lease or contract, and the tenant or owner of them does not, within five days next after such distress taken and notice thereof, with the cause of such taking, left at the dwelling house or other most conspicuous place on the premises charged with the rent distrained for, replevy the same, then, after the distress and notice and the expiration of such five days, the person distraining shall cause the goods and chattels so distrained to be appraised by two appraisers, who shall first be sworn to appraise them truly, according to the best of their understandings, a memorandum of which oath is to be endorsed on the inventory, and after such appraisement the person so distraining may lawfully sell the goods and chattels so distrained for the best price that can be got for them towards satisfaction of the rent for which they were distrained and of the charges of the distress, appraisement and sale, and shall hold the overplus, if any, for the owner’s use and pay it over to him on demand. R.S.O. 1970, c. 236, s. 53.

54. Where a distress is made for any kind of rent justly due, and any irregularity or unlawful act is afterwards done by the person distraining, or by his agent, or if there has been an omission to make the appraisement under oath, the distress itself shall not be therefore deemed to be unlawful, nor the person making it be deemed a trespasser ab initio, but the person aggrieved by the unlawful act or irregularity may recover by action full satisfaction for the special damage sustained thereby. R.S.O. 1970, c. 236, s. 54.

55.—(1) A distrainor who takes an excessive distress, or takes a distress wrongfully, is liable in damages to the owner of the goods or chattels distrained.

(2) Where a distress and sale are made for rent pretended to be in arrear and due when, in truth, no rent is in arrear or due to the person distraining, or to the person in whose name or right such distress is taken, the owner of the goods or chattels distrained and sold, his executors or administrators are entitled, by action to be brought against the person so distraining, to recover full satisfaction for the damage sustained by the distress and sale. R.S.O. 1970, c. 236, s. 55.
56.——(1) Goods or chattels lying or being in or upon any land leased for life or lives, or term of years, at will, or otherwise are not liable to be taken by virtue of any execution issued out of the Supreme Court or out of a county or district court on any pretence whatsoever, unless the party at whose suit the execution is sued out before the removal of such goods or chattels from the premises by virtue of such execution pays to the landlord or his bailiff all money due for rent of the premises at the time of the taking of such goods or chattels by virtue of such execution if the arrears of rent do not amount to more than one year’s rent.

(2) If such arrears exceed one year’s rent, the party at whose suit such execution is sued out, on paying the landlord or his bailiff one year’s rent, may proceed to execute his judgment.

(3) The sheriff or other officer shall levy and pay to the execution creditor as well the money so paid for rent as the execution money. R.S.O. 1970, c. 236, s. 56.

57. Where all or any part of the standing crops of the tenant of any land is seized and sold by a sheriff or other officer by virtue of a writ of execution, such crops, so long as they remain on the land in default of sufficient distress of the goods and chattels of the tenant, are liable for the rent that may accrue and become due to the landlord after any such seizure and sale, and to the remedies by distress for recovery of such rent, and that notwithstanding any bargain and sale or assignment that may have been made or executed of such crops by any such sheriff or other officer. R.S.O. 1970, c. 236, s. 57.

58. Where a tenant for any term for life, lives or years, or other person who comes into possession of any land, by, from, or under, or by collusion with such tenant, wilfully holds over the land or any part thereof after the determination of the term, and after notice in writing given for delivering the possession thereof by his landlord or the person to whom the remainder or reversion of the land belongs or his agent thereunto lawfully authorized, the tenant or other person so holding over shall, for and during the time he so holds over or keeps the person entitled out of possession, pay to such person or his assigns at the rate of double the yearly value of the land so detained for so long as it is detained, to be recovered by action in any court of competent jurisdiction, against the recovering of which penalty there is no relief. R.S.O. 1970, c. 236, s. 58.

59. Where a tenant gives notice of his intention to quit the premises by him held at a time mentioned in the notice
and does not accordingly deliver up the possession thereof at the time mentioned in the notice, the tenant shall from thenceforward pay to the landlord double the rent or sum that he should otherwise have paid, to be levied, sued for and recovered at the same times and in the same manner as the single rent—or sum before the giving such notice could be levied, sued for or recovered, and such double rent or sum shall continue to be paid while the tenant continues in possession. R.S.O. 1970, c. 236, s. 59.

60. The executors or administrators of a landlord may distrain for the arrears of rent due to the landlord in his lifetime, and may sue for the same in like manner as the landlord might have done if living, and the powers and provisions contained in this Act relating to distresses for rent are applicable to the distresses so made. R.S.O. 1970, c. 236, s. 60.

61. Every attornment of a tenant of any land to a stranger claiming title to the estate of his landlord is void, and the possession of his landlord shall not be deemed to be changed, altered or affected by any such attornment; but nothing herein vacates or affects any attornment made pursuant to and in consequence of a judgment or order of a court, or made with the privity and consent of the landlord, or to any mortgagee after the mortgage has become forfeited. R.S.O. 1970, c. 236, s. 61.

62.—(1) Every grant or conveyance of any rent or of the reversion or remainder of any land is good and effectual without any attornment of the tenant of the land out of which such rent issues, or of the particular tenant upon whose particular estate any such reversion or remainder is expectant or depending.

(2) A tenant shall not be prejudiced or damaged by the payment of rent to any grantor or by breach of any condition for non-payment of rent before notice to him of such grant by the grantee. R.S.O. 1970, c. 236, s. 62.

63.—(1) Where a lease is duly surrendered in order to be renewed and a new lease is made and executed by the chief landlord, the new lease is, without a surrender of all or any of the under-leases, as good and valid as if all the under-leases derived thereout had been likewise surrendered at or before the time of taking of such new lease.

(2) Every person in whom any estate for life, or lives, or for years, is from time to time vested by virtue of such new lease is entitled to the rents, covenants and duties,
and has like remedy for recovery thereof, and the under-
lessees shall hold and enjoy the land in the respective under-
leases comprised as if the original lease had been kept on foot
and continued, and the chief landlord has and is entitled to
such and the same remedy by distress or entry in and upon the
land comprised in any such under-lease for the rents and
duties reserved by the new lease, so far as they do not exceed
the rents and duties reserved in the lease out of which the under-lease was derived, as he would have had if such former lease had been still continued or as he would
have had if the respective under-leases had been renewed
under the new principal lease. R.S.O. 1970, c. 236, s. 63.

64.—(1) Where a person who, in pursuance of any
covenant or agreement in writing, if in Ontario and amenable
to the process of the Supreme Court, might be compelled
to execute any lease by way of renewal, is not in Ontario or
is not amenable to the process of the court, the court, upon
the motion of any person entitled to such renewal, whether
such person is or is not under any disability, may direct such
person as the court thinks proper to appoint for that purpose
to accept a surrender of the subsisting lease and to make
and execute a new lease in the name of the person who
ought to have renewed it.

(2) A new lease executed by the person so appointed is as
valid as if the person in whose name it was made was alive
and not under any disability and had himself executed it.

(3) In every such case it is in the discretion of the court
to direct an action to be brought to establish the right of
the person seeking the renewal, and not to make the order
for such new lease unless by the judgment to be made in
such action, or until after it has been entered.

(4) A renewed lease shall not be executed by virtue of this
section in pursuance of any covenant or agreement unless
the sum or sums of money, if any, that ought to be paid
on such renewal and the things, if any, that ought to be
performed in pursuance of such covenant or agreement by the
tenant be first paid and performed, and counterparts of every
such renewed lease shall be duly executed by the tenant.

(5) All sums of money that are had, received or paid for,
or on account of, the renewal of any lease by any person out
of Ontario or not amenable to the process of the Supreme
Court, after a deduction of all necessary incidental charges
and expenses, shall be paid to such person or in such manner
or into the Supreme Court to such account, and be applied
and disposed of, as the court directs.
(6) The court may order the costs and expenses of and relating to the applications, orders, directions, conveyances and transfers, or any of them, to be paid and raised out of or from the land, or the rents in respect of which they are respectively made, in such manner as the court considers proper. R.S.O. 1970, c. 236, s. 64.

PART II

65. In this Part, "judge" means the judge of the county or district court of the county or district in which a distress to which this Part applies is made. R.S.O. 1970, c. 236, s. 65.

66.—(1) Where goods or chattels are distrained by a landlord for arrears of rent and the tenant disputes the right of the landlord to distrain in respect of the whole or any part of the goods or chattels, or disputes the amount claimed by the landlord, or the tenant claims to set off against the rent a debt that the landlord disputes, the landlord or the tenant may apply to the judge to determine the matters so in dispute, and the judge may hear and determine them in a summary way, and may make such order in the premises as he considers just.

(2) Where the tenant disputes the right of the landlord to distrain in respect of the whole or any part of the goods or chattels, or disputes the amount claimed by the landlord, the landlord or the tenant may, before any distress has been made, apply to the judge to determine the matters so in dispute, and the judge may hear and determine it in a summary way, and may make such order in the premises as he considers just. R.S.O. 1970, c. 236, s. 66.

67. When notice of such an application has been given to the landlord or tenant, as the case may be, the judge, pending the disposition of it by him, may make such order as he considers just for the restoration to the tenant of the whole or any part of the goods or chattels distrained, or preventing a distress being made, upon the tenant giving security, by payment into court or otherwise as the judge directs, for the payment of the rent that is found due to the landlord and for the costs of the distress and of the proceedings before the judge and of any appeal from his order, or such of them as the tenant may be ordered to pay. R.S.O. 1970, c. 236, s. 67.

68. The judge has jurisdiction and authority to determine any question arising upon the application that the court of which he is judge has jurisdiction to determine in an action brought in that court. R.S.O. 1970, c. 236, s. 68.
69. Where the amount of the rent claimed by the landlord exceeds $800 or where any question is raised that a county or district court would not have jurisdiction to try in an action brought in such court, the judge shall not, without the consent in writing of the landlord and the tenant, deal with the application summarily, but shall direct an action to be brought or an issue to be tried in the Supreme Court for the determination of the matters in dispute. R.S.O. 1970, c. 236, s. 69.

70. (1) Where the judge directs an action to be brought or an issue to be tried under section 69, he has the like power as to the restoration to the tenant of the goods or chattels or of any part of them and to the prevention of a distress being made as is conferred by section 67, and, where it is exercised, the security shall be as provided in that section except that, as to costs, it shall be not only for the costs of the proceedings before the judge but also for the costs of the action or issue, including any appeal therein or such of them as the tenant may be ordered to pay.

(2) The Supreme Court shall determine by whom and in what manner the costs of the action or issue and of the application to the judge are to be borne and paid.

71. Where the amount claimed by the landlord does not exceed $100, the decision of the judge is final. R.S.O. 1970, c. 236, s. 71.

72. Where the amount claimed by the landlord exceeds $100, an appeal lies from any order of the judge made on an application to him under section 66 by which the matters in dispute are determined, in like manner as if it were a judgment of the court of which he is judge pronounced in an action. R.S.O. 1970, c. 236, s. 72.

73. Where an issue is tried, there is the same right to appeal from the judgment as if the judgment had been pronounced in an action. R.S.O. 1970, c. 236, s. 73.

74. Where the amount claimed by the landlord does not exceed $100, the costs of the proceedings before the judge
shall be on the small claims court scale, and where the amount claimed exceeds $100, they shall be on the county court scale, except in an action or issue in the Supreme Court directed under section 69. R.S.O. 1970, c. 236, s. 74.

75. Nothing in this Part takes away or affects any remedy that a tenant may have against his landlord or require a tenant to proceed under this Part instead of by bringing an action, but where, instead of proceeding under this Part, he proceeds by action, the court in which the action is brought, if of opinion that it was unnecessarily brought and that a complete remedy might have been had by a proceeding under this Part, may direct the tenant, although he succeeds, to pay any additional costs occasioned by his having brought the action. R.S.O. 1970, c. 236, s. 75.

PART III

76.—(1) Where a tenant after his lease or right of occupation, whether created by writing or by parol, has expired or been determined, either by the landlord or by the tenant, by a notice to quit or notice pursuant to a proviso in a lease or agreement in that behalf, or has been determined by any other act whereby a tenancy or right of occupancy may be determined or put an end to, wrongfully refuses or neglects to go out of possession of the land demised to him, or which he has been permitted to occupy, his landlord may apply upon affidavit to the judge of the county or district court of the county or district in which the land lies to make the inquiry hereinafter provided for.

(2) The judge shall in writing appoint a time and place at which he will inquire and determine whether the person complained of was tenant to the complainant for a term or period that has expired or has been determined by a notice to quit or for default in payment of rent or otherwise, and whether the tenant holds the possession against the right of the landlord, and whether the tenant, having no right to continue in possession, wrongfully refuses to go out of possession.

(3) Notice in writing of the time and place appointed, stating briefly the principal facts alleged by the complainant as entitling him to possession, shall be served upon the tenant or left at his place of abode at least three days before the day so appointed, if the place appointed is not more than twenty miles from the tenant’s place of abode, and one day in addition for every twenty miles above the first twenty,
reckoning any broken number above the first twenty as twenty miles, to which notice shall be annexed a copy of the judge's appointment and of the affidavit on which it was obtained, and of the documents to be used upon the application. R.S.O. 1970, c. 236, s. 76.

Proceedings, how entitled

77. The proceedings under this Part shall be entitled in the county or district court of the county or district in which the land lies, and shall be styled:

In the matter of (giving the name of the party complaining), Landlord, against (giving the name of the party complained against) Tenant.

R.S.O. 1970, c. 236, s. 77.

Proceedings in default of appearance

78.—(1) If, at the time and place appointed, the tenant fails to appear, the judge, if it appears to him that the tenant wrongfully holds against the right of the landlord, may order a writ of possession (Form 3) directed to the sheriff of the county or district in which the land lies to be issued commanding him forthwith to place the landlord in possession of the land.

(2) If the tenant appears, the judge shall, in a summary manner, hear the parties and their witnesses, and examine into the matter, and, if it appears to the judge that the tenant wrongfully holds against the right of the landlord, he may order the issue of the writ. R.S.O. 1970, c. 236, s. 78.

Power of amendment

79. The judge has the same power to amend or excuse irregularities in the proceedings as he would have in an action. R.S.O. 1970, c. 236, s. 79.

Appeal

80.—(1) An appeal lies to the Divisional Court from the order of the judge granting or refusing a writ of possession. R.S.O. 1970, c. 236, s. 80 (1), revised.

(2) If the Divisional Court is of opinion that the right to possession should not be determined in a proceeding under this Part, the court may discharge the order of the judge, and the landlord may in that case proceed by action for the recovery of possession.

Restoring tenant to possession

(3) When the order is discharged, if possession has been given to the landlord under a writ of possession, the court may direct that possession be restored to the tenant. R.S.O. 1970, c. 236, s. 80 (2, 3).
PART IV
RESIDENTIAL TENANCIES

81. In this Part,

Interpretation

(a) "caretaker's premises" means residential premises used for residential purposes by a person employed as a caretaker, janitor, manager, watchman, security guard, or superintendent in respect of the building in which the residential premises are situated;

(b) "mobile home" means any dwelling that is designed to be made mobile, and constructed or manufactured to provide a permanent residence for one or more persons, but does not include a travel trailer or tent trailer or trailer otherwise designed;

(c) "mobile home park" means the residential premises and the land, structures and facilities of which the landlord retains possession and that are intended for the common use and enjoyment of the tenants of the landlord where two or more occupied mobile homes are located for a period of sixty days or more;

(d) "security deposit" means money or any property or right paid or given by a tenant of residential premises to a landlord or his agent or to anyone on his behalf to be held by or for the account of the landlord as security for the performance of an obligation or the payment of a liability of the tenant or to be returned to the tenant upon the happening of a condition;

(e) "tenancy agreement" means an agreement between a tenant and a landlord for possession of residential premises, whether written, oral or implied. 1975 (2nd Sess.), c. 13, s. 2.

82.—(1) This Part applies to tenancies of residential premises and tenancy agreements notwithstanding any other Act or Parts I, II or III of this Act and notwithstanding any agreement or waiver to the contrary except as specifically provided in this Part.
Application to existing tenancies

(2) Except where otherwise expressly provided in this Part, this Part applies to tenancies under tenancy agreements entered into or renewed before and subsisting on the 1st day of January, 1970 or entered into on or after the 1st day of January, 1970. R.S.O. 1970, c. 236, s. 82.

Delivery of copy of tenancy agreement

83. — (1) Where a tenancy agreement in writing is executed by a tenant on or after the 1st day of January, 1970, the landlord shall ensure that a fully executed duplicate original copy of the tenancy agreement is delivered to the tenant within twenty-one days after its execution and delivery by the tenant.

(2) Where the copy of a tenancy agreement is not delivered in accordance with subsection (1), the obligations of the tenant thereunder cease until such copy is delivered to him. R.S.O. 1970, c. 236, s. 83.

Failure to deliver copy of tenancy agreement

Security deposits

84. — (1) A landlord shall not require, or receive a security deposit from a tenant under a tenancy agreement entered into or renewed on or after the 1st day of January, 1970 other than the rent for a rent period not exceeding one month, which payment shall be applied in payment of the rent for the last rent period immediately preceding the termination of the tenancy. R.S.O. 1970, c. 236, s. 84 (1); 1972, c. 123, s. 1.

(2) A landlord shall pay annually to the tenant interest on the security deposit for rent referred to in subsection (1) at the rate of 6 per cent per year.

Post-dated cheques

(3) On and after the 1st day of January, 1970, a landlord or a tenancy agreement shall not require the delivery of any post-dated cheque or other negotiable instrument to be used for payment of rent. R.S.O. 1970, c. 236, s. 84 (2, 3).

Security deposits already held

85. — (1) This section applies to security deposits held by landlords on the 1st day of January, 1970 other than security deposits for rent only as described in section 84.

Interest

(2) The landlord shall pay interest annually on any moneys held by him as a security deposit at the rate of 6 per cent per year.
(3) Subject to subsection (4), the landlord shall pay the security deposit to the tenant, together with the unpaid interest that has accrued thereon, within fifteen days after the tenancy is terminated or renewed, but a judge of the county or district court of the county or district in which the premises are situate may, upon summary application therefor, extend the time to such longer period as he considers proper.

(4) Where the landlord proposes to retain any amount out of the security deposit, he shall so notify the tenant together with the particulars of and grounds for the retention and he shall not retain such amount unless,

(a) the tenant consents thereto in writing after receipt of the notice; or

(b) he obtains an order of the judge under subsections (5) and (6).

(5) A landlord may apply to a judge of the county or district court in the county or district in which the premises are situate for an order authorizing the retention of all or part of a security deposit in the same manner as upon an application for termination of a tenancy and section 113 applies to the application with necessary modifications.

(6) Upon an application under subsection (5), the judge may dismiss the application or order that all or part of the security deposit be retained by the landlord to be applied on account of any obligation of liability of the tenant for which the security deposit was taken. R.S.O. 1970, c. 236, s. 85.

86.—(1) No landlord shall distrain for default in the payment of rent whether a right of distress has heretofore existed by statute, the common law or contract.

(2) Subsection (1) applies to default in payment of rent under a tenancy agreement entered into or renewed on or after the 1st day of January, 1970 and to default in payment under a tenancy agreement for a periodic tenancy of rent accruing on or after the 1st day of January, 1970. R.S.O. 1970, c. 236, s. 86.

87.—(1) The doctrine of interesse termini is hereby abolished.

(2) All tenancy agreements are capable of taking effect at law or in equity from the date fixed for commencement of the term, without actual entry.

(3) This section applies to tenancy agreements entered into or renewed on or after the 1st day of January, 1970. R.S.O. 1970, c. 236, s. 87.

89. Subject to this Part, the common law rules respecting the effect of the breach of a material covenant by one party to a contract on the obligation to perform by the other party apply to tenancy agreements. R.S.O. 1970, c. 236, s. 89.

90. Covenants concerning things related to the rented premises run with the land whether or not the things are in existence at the time of the demise. R.S.O. 1970, c. 236, s. 90.

91. — (1) Subject to subsection (3), a tenant has the right to assign, sublet or otherwise part with possession of the rented premises.

(2) Subsection (1) does not apply to a tenant of premises administered by or for the Government of Canada or Ontario or a municipality, or any agency thereof, developed and financed under the *National Housing Act* (Canada).

(3) A tenancy agreement may provide that the right of a tenant to assign, sublet or otherwise part with possession of the rented premises is subject to the consent of the landlord, and, where it is so provided, such consent shall not be arbitrarily or unreasonably withheld.

(4) A landlord shall not make any charge for giving his consent referred to in subsection (3), except his reasonable expenses incurred thereby.

(5) A landlord or tenant may apply by summary application to a judge of the county or district court of the county or district in which the premises are situate who may determine any question arising under subsection (3) or (4). R.S.O. 1970, c. 236, s. 91.

92. Where a tenant abandons the premises in breach of the tenancy agreement, the landlord’s right to damages is subject to the same obligation to mitigate his damages as applies generally under the rule of law relating to breaches of contract. R.S.O. 1970, c. 236, s. 92.

93. Except in cases of emergency and except where the landlord has a right to show the premises to prospective tenants at reasonable hours after notice of termination of the tenancy has been given, the landlord shall not exercise a right to enter the rented premises unless he has first given written notice to the tenant at least twenty-four hours before
the time of entry, and the time of entry shall be during daylight hours and specified in the notice, except that nothing in this section shall be construed to prohibit entry with the consent of the tenant given at the time of entry. R.S.O. 1970, c. 236, s. 93.

94. No landlord or servant or agent of a landlord shall restrict reasonable access to the rented premises by candidates, or their authorized representatives, for election to the House of Commons, the Legislative Assembly, any office in a municipal government or a school board for the purpose of canvassing or distributing election material. R.S.O. 1970, c. 236, s. 94.

95. A landlord or tenant shall not, during occupancy of the rented premises by the tenant, alter or cause to be altered the locking system on any door giving entry to the rented premises except by mutual consent. R.S.O. 1970, c. 236, s. 95.

96.—(1) A landlord is responsible for providing and maintaining the rented premises in a good state of repair and fit for habitation during the tenancy and for complying with health and safety standards, including any housing standards required by law, and notwithstanding that any state of non-repair existed to the knowledge of the tenant before the tenancy agreement was entered into.

(2) The tenant is responsible for ordinary cleanliness of the rented premises and for the repair of damage caused by his willful or negligent conduct or that of persons who are permitted on the premises by him.

(3) The obligations imposed under this section may be enforced by summary application to a judge of the county or district court of the county or district in which the premises are situate and the judge may,

(a) terminate the tenancy subject to such relief against forfeiture as the judge sees fit;

(b) authorize any repair that has been or is to be made and order the cost thereof to be paid by the person responsible to make the repair, such cost to be recovered by due process or by set-off;

(c) make such further or other order as the judge considers appropriate.
(4) This section applies to tenancies under tenancy agreements entered into or renewed on or after the 1st day of January, 1970 and to periodic tenancies on the first anniversary date of such tenancies on or after the 1st day of January, 1970 and in all other cases the law applies as it existed immediately before the 1st day of January, 1970. R.S.O. 1970, c. 236, s. 96.

97.—(1) Where default has occurred in the payment of rent due under a tenancy agreement or in the observance of any obligation of the tenant and under the terms of the tenancy agreement, by reason of such default, the whole or any part of remaining rent for the term of the tenancy has become due and payable, at any time before or after the commencement of an action for the enforcement of the rights of the landlord and before judgment, the tenant may,

(a) pay the rent due, exclusive of the rent not payable by reason merely of lapse of time; or

(b) perform the obligation, and pay any expenses necessarily incurred by the landlord,

and thereupon he is relieved from the consequences of the default.

(2) A landlord or tenant may apply by summary application to a judge of the county or district court of the county or district in which the premises are situate who may determine any question as to whether a tenant is entitled to relief under this section. R.S.O. 1970, c. 236, s. 97.

TERMINATION OF TENANCIES

98.—(1) Except as expressly otherwise provided in this Act, no tenancy of residential premises whether weekly, monthly, year to year or for any term certain, shall be terminated except upon notice by the landlord or the tenant given to the other in accordance with the provisions of this Part.

(2) Nothing in subsection (1) prevents a tenant at any time prior to the end of,

(a) the period of the tenancy; or

(b) the term of a tenancy for a fixed term,

from making application under section 96, 113 or 128 for an order declaring the tenancy terminated where the
tenant alleges an act or omission on the part of the landlord that constitutes grounds for such termination.

(3) Subsection (1) does not apply so as to require a landlord to give notice of termination where a tenant abandons residential premises or so as to require notice of termination by either party where there is a surrender of the tenancy agreement. 1975 (2nd Sess.), c. 13, s. 3, part.

99.—(1) A notice of termination of a tenancy shall be in writing and shall,

(a) be signed by the person giving the notice, or his agent;

(b) identify the premises in respect of which the notice is given;

(c) state the date on which the tenancy is to terminate; and

(d) where a notice of termination is given by a landlord,

(i) specify the reasons and particulars respecting the termination, and

(ii) inform the tenant that he need not vacate the premises pursuant to the notice, but that the landlord may regain possession by application for a writ of possession to be obtained from the clerk or judge of the county court, which application the tenant is entitled to dispute.

(2) A notice of termination need not be in any particular form but notice may be given in the form prescribed by the regulations made under this Act. 1975 (2nd Sess.), c. 13, s. 3, part.

100.—(1) A notice to terminate a weekly tenancy shall be given not less than twenty-eight days before the date the termination is specified to be effective and shall be specified to be effective on the last day of a week of the tenancy.

(2) For the purposes of this section, "week of the tenancy" means the weekly period on which the tenancy is based and not necessarily a calendar week and, unless otherwise specifically agreed upon, the week shall be deemed to begin on the day upon which rent is payable. 1975 (2nd Sess.), c. 13, s. 3, part.
101.—(1) A notice to terminate a monthly tenancy shall be given not less than sixty days before the date the termination is specified to be effective and shall be specified to be effective on the last day of a month of the tenancy.

(2) For the purpose of this section, “month of the tenancy” means the monthly period on which the tenancy is based and not necessarily a calendar month and, unless otherwise specifically agreed upon, the month shall be deemed to begin on the day upon which rent is payable. 1975 (2nd Sess.), c. 13, s. 3, part.

102.—(1) A notice to terminate a year to year tenancy shall be given not less than sixty days before the last day of any year of the tenancy to be effective on the last day of that year of the tenancy.

(2) For the purposes of this section, “year of the tenancy” means the yearly period on which the tenancy is based and not necessarily a calendar year, and unless otherwise agreed upon, the year shall be deemed to begin on the day, or the anniversary of the day, on which the tenant first became entitled to possession. 1975 (2nd Sess.), c. 13, s. 3, part.

103. A notice to terminate a tenancy for a fixed term of less than one year shall be given not less than sixty days before the expiration date specified in the tenancy agreement, to be effective on such expiration date specified in the tenancy agreement. 1975 (2nd Sess.), c. 13, s. 3, part.

104. A notice to terminate a tenancy for a fixed term of one year or any longer period shall be given not less than sixty days before the expiration date specified in the tenancy agreement, to be effective on such expiration date specified in the tenancy agreement. 1975 (2nd Sess.), c. 13, s. 3, part.

105. Notwithstanding section 100, 101, 102, 103 or 104, where a landlord bona fide requires possession of residential premises at the end of,

(a) the period of the tenancy; or

(b) the term of a tenancy for a fixed term,

for the purpose of occupation by himself, his spouse or a child or parent of his or his spouse, the period of the notice of termination required to be given is not less than sixty days. 1975 (2nd Sess.), c. 13, s. 3, part.

106.—(1) Subject to subsection (2), upon the expiration of a tenancy agreement for a fixed term, the landlord and
the tenant shall be deemed to have renewed the tenancy agreement as a monthly tenancy agreement upon the same terms and conditions as are provided for in the expired tenancy agreement.

(2) Subsection (1) does not apply where the landlord and the tenant enter into a new tenancy agreement before the expiration of the term specified in the old tenancy agreement. Exception

107.—(1) Notwithstanding section 100, 101, 102, 103, 104 or 105, where a landlord requires possession of residential premises for the purposes of,

(a) demolition;

(b) conversion to use for a purpose other than rental residential premises; or

(c) repairs or renovations so extensive as to require a building permit and vacant possession of the premises,

the landlord may, at any time during the currency of the tenancy agreement, give notice of termination of the tenancy agreement, provided that the date of termination specified shall not be sooner than,

(d) 120 days after the date the notice is given; and

(e) the end of the tenancy agreement.

(2) Where a tenant receives notice of termination under subsection (1), he may at any time prior to the date specified in the notice terminate the tenancy agreement by,

(a) giving the landlord not less than ten days notice of termination specifying an earlier date of termination of the tenancy; and

(b) paying to the landlord on the date he gives notice of termination under clause (a) the proportionate amount of rent due up to the date the earlier termination is specified to be effective, and in determining the proportionate amount of rent due,
the tenant is entitled to take into account the amount of any security deposit he has paid for rent.

(3) Where a tenant has received notice of termination under clause (1) (c) and has indicated in writing to the landlord, before vacating the premises, that he wishes to have a first refusal to occupy the premises as a tenant when the repairs or renovations are completed, the tenant shall have such right of first refusal to occupy the premises, at the lowest rent that would be charged to any other tenant for the same premises, provided that the tenant informs the landlord by registered mail of any change of address.

(4) A landlord who has given a notice of termination under subsection (1), may, not later than thirty days after the termination date specified in the notice of termination, make an application under section 113 for an order directing the issue of a writ of possession to be effective on a day not earlier than the termination date specified in the notice of termination.

(5) A notice of termination given by a landlord under subsection (1) is void and of no effect unless,

(a) the tenant delivers up possession of the premises; or

(b) the landlord brings an application under section 113, not later than thirty days after the termination date specified in the notice of termination.

(6) A judge hearing an application under section 113 brought by a landlord under subsection (4), shall not direct the issue of a writ of possession unless he is satisfied that the landlord bona fide intends to demolish the premises, convert them to another use or extensively repair or renovate the premises, as the case may be, and has obtained all necessary permits or other authority that may be required to do so. 1975 (2nd Sess.), c. 13, s. 3, part.

108.—(1) Notwithstanding section 100, 101, 102, 103, 104 or 105, where a tenant fails to pay rent in accordance with a tenancy agreement, the landlord may serve on the tenant notice of termination of the tenancy agreement to be effective not earlier than the twentieth day after the notice is given.

(2) The notice of termination shall specify the right of the tenant to avoid the termination of the tenancy by payment of the rent demanded within fourteen days of his receiving the notice of termination.
(3) Where a tenant who receives notice of termination under subsection (1) pays to the landlord the rent that is due in accordance with the tenancy agreement and within fourteen days of the day he receives the notice, the notice of termination is void and of no effect.

(4) Where a tenant fails to pay the rent demanded within the fourteen days mentioned in subsection (2), the landlord is entitled to make application forthwith under section 113.

(5) Where application is brought by the landlord under section 113 and the tenant at any time before the judgment has become final, pays into court all the rent in arrears and the costs of the application, the proceedings in the application are forever stayed. 1975 (2nd Sess.), c. 13, s. 3, part.

109.—(1) Notwithstanding section 100, 101, 102, 103, 104 or 105, where,

(a) a tenant causes or permits undue damage to the rented premises or its environs and whether by his own wilful or negligent acts or by those of any person whom the tenant permits on the residential premises;

(b) a tenant at any time during the term of the tenancy exercises or carries on, or permits to be exercised or carried on, in or upon the residential premises or any part thereof, any illegal act, trade, business, occupation or calling;

(c) the conduct of the tenant or a person permitted in the residential premises by him is such that it substantially interferes with the reasonable enjoyment of the premises for all usual purposes by the landlord or the other tenants;

(d) the safety or other bona fide and lawful right, privilege or interest of any other tenant in the residential premises is or has been seriously impaired by an act or omission of the tenant or a person permitted in the residential premises by him where such act or omission occurs in the residential premises or its environs; or

(e) the number of persons occupying the residential premises on a continuing basis results in the contravention of health or safety standards including any housing standards required by law;
(f) a tenant of residential premises administered for or on behalf of the Government of Canada or Ontario or a municipality or any agency thereof or forming part of a non-profit, limited dividend housing project financed under the National Housing Act (Canada) has knowingly and materially misrepresented his income or that of other members of his family occupying the residential premises,

the landlord may serve on the tenant a notice of termination of the tenancy agreement to be effective not earlier than the twentieth day after the notice is given, specifying the act or acts complained of, and requiring the tenant, within seven days, to pay to the landlord the reasonable costs of repairing the premises or to make the repairs to the reasonable satisfaction of the landlord in the case mentioned in clause (a) or to cease and desist from the activities in the cases mentioned in clause (c) or (d) or to reduce the number of persons occupying the premises in the case mentioned in clause (e).

(2) Where a tenant who receives a notice from a landlord under clause (1) (a), (c), (d) or (e) within seven days of his receiving the notice pays the reasonable costs of repairs or makes arrangements satisfactory to the landlord to pay such costs or to make such repairs to the reasonable satisfaction of the landlord, or ceases and desists from the activities or reduces the number of persons occupying the premises, as the case may require, the notice of termination is null and void.

(3) Where a tenant fails to comply with the terms of a notice served under subsection (1) within the seven day period specified in subsection (2) or where the notice is served pursuant to clause (1) (b) or (f), the landlord is entitled to make application forthwith under section 113.

(4) Where a notice of termination has become null and void under subsection (2) by reason of the tenant complying with the terms of the notice within the seven days and the tenant within six months thereafter again contravenes any of the clauses of subsection (1), the landlord may serve on the tenant notice of termination of the tenancy agreement to be effective not earlier than the fourteenth day after the notice is given, and the landlord is entitled to make application forthwith under section 113.

(5) A judge hearing an application under section 113 brought by a landlord under subsection (3) or (4) shall not direct the issue of a writ of possession unless
the judge is satisfied that one or more of the causes of termination set out in subsection (1) exist.

(6) A notice of termination given by a landlord to a tenant is void and of no effect unless,

(a) the tenant delivers up possession of the premises; or

(b) the landlord brings an application under section 113,

not later than thirty days after the termination date specified in the notice. 1975 (2nd Sess.), c. 13, s. 3, part.

110.—(1) Where a landlord gives notice of termination to a tenant under section 100, 101, 102, 103, 104 or 105, the landlord may, not later than thirty days after the termination date specified in the notice of termination, make application under section 113 for an order directing the issue of a writ of possession and may join with the application a claim for any other order or judgment that the judge or clerk may make or give under that section.

(2) A notice of termination given by a landlord to a tenant is void and of no effect unless,

(a) the tenant delivers up possession of the premises; or

(b) the landlord brings an application under section 113,

not later than thirty days after the termination date specified in the notice.

(3) A judge hearing an application under section 113 brought by a landlord under subsection (1) shall not direct the issue of a writ of possession unless the judge is satisfied that one or more of the causes for termination of a tenancy agreement specified in section 108 or 109 exists or that,

(a) the landlord bona fide requires possession of the residential premises for the purpose of occupation by himself, his spouse or a child or parent of his or his spouse, and the landlord has complied with section 105;

(b) the tenant has persistently failed to pay rent on the date it becomes due and payable;

(c) the residential premises in respect of which the notice of termination was given are administered
for or on behalf of the Government of Canada or Ontario or a municipality or any agency thereof or form part of a non-profit, limited dividend housing project financed under the National Housing Act (Canada) and the tenant has ceased to meet the qualifications required for occupancy of such premises;

(d) the tenant was an employee of an employer who provided the tenant with residential premises during his employment and his employment has terminated; or

(e) the tenancy arose by virtue of or collateral to a bona fide agreement of purchase and sale of a proposed unit within the meaning of the Condominium Act and the agreement of purchase and sale has been terminated,

and the judge shall not consider any cause for termination not specifically mentioned in this Part. 1975 (2nd Sess.), c. 13, s. 3, part.

111.—(1) A landlord,

(a) of a mobile home park; or

(b) renting more than one rented premises in the same building and retaining possession of part of the building for use of all tenants in common,

shall,

(c) post up conspicuously and maintain posted the legal name of the landlord and his address for service; and

(d) post up conspicuously and maintain posted a copy of Part IV of this Act or a summary thereof as prescribed by the regulations.

(2) Any proceeding taken by or on behalf of a tenant may be commenced against the landlord in the name posted under clause (1) (c). 1975 (2nd Sess.), c. 13, s. 4.

112.—(1) A landlord is entitled to compensation for the use and occupation of premises after the tenancy has been terminated by notice.

(2) The acceptance by a landlord of arrears of rent or compensation for use or occupation of the premises after notice of termination of the tenancy has been given does not operate as a waiver of the notice or as a reinstatement of the tenancy or as the creation of a new tenancy unless the parties so agree.
(3) The burden of proof that the notice has been waived or the tenancy has been reinstated or a new tenancy created is upon the person so claiming.

(4) A landlord's claim for arrears of rent or compensation for use and occupation by a tenant after the expiration or termination of the tenancy may be enforced by action or on summary application as provided in section 113. R.S.O. c. 236, s. 105.

113.—(1) A landlord or a tenant may apply by summary application to a judge of the county or district court of the county or district in which the premises are situate for
an order,

(a) declaring the tenancy agreement terminated;

(b) for a writ of possession;

(c) for the payment of arrears of rent;

(d) for the payment of compensation under section 112;

(e) for return of a security deposit and interest thereon;

(f) for an abatement of rent;

(g) granting relief against forfeiture on such terms and conditions as the judge may decide,

or any of them.

(2) Application for an order under clause (1) (c), (d), (f) or (g) application may be made only where the tenant is in possession, whether in accordance with the tenancy agreement or as an overholding tenant.

(3) Application may be made for an order under clause (1) (c), (d), (e), (f) or (g) whether or not application is also made for an order under clause (1) (a) or (b).

(4) The summary application shall be served on the respondent at least four clear days before the day for the return of the motion and it shall contain the following warning:

If you intend to dispute the applicant's claim, you must attend before the County Court Clerk at the hour of

...... o'clock in the ...... noon on the ...... day of
at his office in the Court House or file with him before the day of a notice of dispute in writing, setting out briefly the grounds upon which you dispute the applicant's claim. If you do not attend or do not file a notice of dispute, the clerk of the court may sign an order directing,

(a) that the tenancy agreement is terminated;
(b) that a writ of possession issue;
(c) judgment for the amount claimed for arrears of rent;
(d) judgment for the payment of compensation under section 112;
(e) judgment for the return of the security deposit and interest thereon;
(f) that there be an abatement of rent in the amount claimed,

or any of them.

(5) The respondent may dispute the applicant's claim by attending on the return of the motion or by filing with the clerk of the court before the day for the return of the motion a statement in writing setting out briefly the grounds upon which he disputes the applicant's claim.

(6) No dispute to a claim for arrears of rent or compensation under section 112 may be made by the tenant under subsection (5) on the grounds that the landlord is in breach of an express or implied covenant unless the tenant has first paid to the clerk of the court the amount of the rent and compensation claimed to be in arrears less,

(a) amounts paid by the tenant for which he alleges he is entitled to set-off under clause 96 (3) (b), as substantiated by receipts filed; and

(b) amounts of rent and compensation alleged by the tenant by his dispute to have been paid as substantiated by receipts filed or verified by affidavit.
(7) Where the claim of the applicant is not disputed, the clerk of the court may sign an order declaring the tenancy agreement terminated, or directing that a writ of possession issue or may give judgment for the amount of arrears of rent, or for the amount of compensation under section 112—or for the return of the security deposit and interest thereon or for an abatement of rent or any of them, in accordance with the claim.

(8) Where the clerk of the court signs an order or judgment under subsection (7), the respondent may, within seven days after the service thereof, by motion, ex parte, apply to the judge to have the order or judgment set aside and the judge may so order upon being satisfied that reasonable grounds for dispute exist.

(9) The judge may extend the time for bringing a motion under subsection (8) upon being satisfied that a proper case has been made for so doing.

(10) Where the claim of the applicant is disputed, the case may be set down for a hearing forthwith or at such time and place as the judge may appoint.

(11) After a hearing, the judge shall determine the applicant’s claim and may make an order declaring the tenancy agreement terminated, or directing that a writ of possession issue or give judgment for the arrears of rent, or for compensation under section 112 found due, or for the return of the security deposit and interest thereon or for an abatement of rent, or any of them and, subject to clause 121 (2) (b), in any such order may impose such terms and conditions as the judge considers appropriate.

(12) Where an application is brought under this section and application has also been brought under section 96 or 128, the judge may, in his discretion, fix a common date for the hearing and hear and determine all the matters at issue between the parties. 1975 (2nd Sess.), c. 13, s. 5 (1).

114.—(1) Where a tenant has given a landlord notice of termination of a tenancy agreement or where there is an agreement to terminate in writing the landlord may, not later than thirty days after the termination date specified, file with the clerk of the county or district court...
of the county or district in which the premises are situate a copy of the notice of termination or agreement in writing verified by affidavit, and the clerk of the court shall sign an order directing that a writ of possession issue, effective not earlier than the date specified in the notice of termination or the agreement to terminate.

(2) Where the clerk of the court signs an order under subsection (1), the tenant may, within four days after service thereof, apply to the judge *ex parte* to have the order set aside and the judge may so order upon being satisfied that reasonable grounds for dispute exist.

(3) Where the judge sets aside an order under subsection (2), the judge shall in writing appoint a time and place for a hearing to determine the landlord's claim and the provisions of section 113 apply with necessary modifications.

(4) A notice of termination given by a tenant to a landlord is void and of no effect unless,

(a) the tenant delivers up possession of the premises; or

(b) the landlord brings an application under this section, not later than thirty days after the termination date specified in the notice. 1975 (2nd Sess.), c. 13, s. 6, *part*.

115.—(1) Notwithstanding anything in this Part, where a landlord has entered into a tenancy agreement in respect of caretaker's premises, unless otherwise agreed, the tenancy of the tenant is terminated on the day on which the employment of the tenant is terminated and the tenant shall within one week thereafter vacate the caretaker's premises.

(2) If the tenant fails to vacate the premises as set out in subsection (1), the landlord may forthwith make application under section 113.

(3) A landlord shall not charge or receive any rent or compensation from the tenant in respect of the period of one week mentioned in subsection (1). 1975 (2nd Sess.), c. 13, s. 6, *part*.

116.—(1) An appeal lies to the Divisional Court from a final order or judgment of a judge under this Part.

(2) Where a payment of arrears of rent or compensation under section 112 has been made under subsection 113 (6)
in respect of a ground of dispute that is a subject of appeal, no notice of appeal may be filed by the tenant until any additional rent or compensation accruing to the date of the filing of the notice has been paid to the clerk of the county or district court and evidence of payments made under this subsection and subsection 116 (2) to the person entitled thereto. 1975 (2nd Sess.), c. 13, s. 6, part.

117. The judge of the county or district court may, where the judgment or order has become final, on the application of the landlord or tenant, direct the clerk to pay moneys held by him under subsection 113 (6) and subsection 116 (2) to the person entitled thereto. 1975 (2nd Sess.), c. 13, s. 6, part.

118.—(1) A party to an application under this Part may be represented by counsel or an agent.

(2) A judge of a county or district court may exclude from a hearing anyone, other than a barrister and solicitor qualified to practise in Ontario, appearing as an agent on behalf of a party if he finds that such person is not competent properly to represent or to advise the party or does not understand and comply at the hearing with the duties and responsibilities of an advocate or adviser. 1975 (2nd Sess.), c. 13, s. 6, part.

119. Where more than one person has a common interest in respect of an application under this Part, one or more of those persons may be authorized by a judge of the county or district court in which the premises are located to make or defend an application on behalf of, or for the benefit of all. 1975 (2nd Sess.), c. 13, s. 6, part.

120.—(1) Subject to subsections (2) and (3), a judge of the county or district court may admit as evidence at a hearing under this Part, whether or not given or proven under oath or affirmation or admissible as evidence in a court,

(a) any oral testimony; and

(b) any document or other thing,

relevant to the subject-matter of the proceedings and may act on such evidence, but the judge may exclude anything unduly repetitious.

(2) Nothing is admissible in evidence at a hearing,

(a) that would be inadmissible in a court by reason of any privilege under the law of evidence; or
(b) that is inadmissible by any statute.

(3) Nothing in subsection (1) overrides the provisions of any Act expressly limiting the extent to or purposes for which any oral testimony, documents or things may be admitted or used in evidence in any proceedings.

Copies

(4) Where a judge is satisfied as to their authenticity, a copy of a document or other thing may be admitted as evidence at a hearing.

Photocopies

(5) Where a document has been filed in evidence at a hearing, the judge may, or the person producing it or entitled to it may with the leave of the judge cause the document to be photocopied and the judge may authorize the photocopy to be filed in evidence in the place of the document filed and release the document filed, or may furnish to the person producing it or the person entitled to it a photocopy of the document filed certified by the judge.

(6) A document purporting to be a copy of a document filed in evidence at a hearing, certified to be a true copy thereof by the judge, is admissible in evidence in proceedings in which the document is admissible as evidence of the document. 1975 (2nd Sess.), c. 13, s. 6, part.

121.—(1) Unless a tenant has vacated or abandoned rented premises, the landlord shall not regain possession of the premises on the grounds he is entitled to possession except under the authority of a writ of possession obtained under section 113 or 114. R.S.O. 1970, c. 236, s. 107 (1); 1972, c. 123, s. 4 (1); 1975 (2nd Sess.), c. 13, s. 7 (1).

(2) Upon any application of a landlord for a writ of possession a judge may, notwithstanding any other provision of this Act or the tenancy agreement,

(a) refuse to grant the application unless he is satisfied, having regard to all the circumstances, that it would be unfair to do so; or

(b) order that the enforcement of the writ of possession be postponed for a period not exceeding one week.

(3) Without restricting the generality of subsection (2), the judge shall refuse to grant the application where he is satisfied that,

(a) the landlord is in breach of his responsibilities under this Act or of any material covenant in the tenancy agreement;
(b) a reason for the application being brought is that the tenant has complained to any governmental authority of the landlord’s violation of any statute or municipal by-law dealing with health or safety standards including any housing standard or by-law;

(c) a reason for the application being brought is that the tenant has attempted to secure or enforce his legal rights;

(d) a reason for the application being brought is that the tenant is a member of an association, the primary purpose of which is to secure or enforce legal rights of tenants, or that the tenant is attempting to organize such an association; or

(e) a reason for the application being brought is that the premises are occupied by children, provided that the occupation by the children does not constitute overcrowding and the premises are suitable for children.

(4) A landlord shall not,

(a) withhold reasonable supply of any vital service, such as heat, fuel, electricity, gas, water or other vital service, that it is his obligation to supply under the tenancy agreement or deliberately interfere with the supply of any such vital service whether or not it is his obligation to supply such service during the tenant’s occupation of the premises and until the date on which a writ of possession is executed; or

(b) substantially interfere with the reasonable enjoyment of the premises for all usual purposes by a tenant or members of his household with intent to cause the tenant to give up possession of the premises or to refrain from asserting any of the rights provided by this Act or provided by the tenancy agreement. 1975 (2nd Sess.), c. 13, s. 7 (2).

122.—(1) Any person who knowingly contravenes section 84, 85, 86, 93, 94, 95, 111, 121, 125, 126 or 127 is guilty of an offence and on conviction is liable to a fine not exceeding $2,000. 1975 (2nd Sess.), c. 13, s. 8.

(2) Where a landlord is convicted of the offence of contravening section 84 or 85, the justice under the Provincial Penalties Order for payment of security deposit R.S.O. 1980, c. 400.
Offences Act making the conviction may order the landlord to pay to the tenant the security deposit or any part thereof that is unpaid. R.S.O. 1970, c. 236, s. 108 (2).

123.—(1) Except as otherwise provided in this Part,

(a) any notice, process or document required or permitted to be served, delivered or given by a tenant to a landlord is sufficiently served, given or delivered if delivered personally to the landlord or his agent or sent by ordinary mail addressed to the landlord at the address posted under section 111;

(b) any notice or document required or permitted to be given to or served on a tenant by a landlord may be given or served by handing it to the tenant but, where the notice or document cannot be given or served by reason of the tenant’s absence from his premises or by reason of his evading service, the notice or document may be given or served,

(i) by handing it to an apparently adult person on the tenant’s premises,

(ii) by posting it up in a conspicuous place upon some part of the premises, or

(iii) by sending it by registered mail to the tenant at the address where he resides. R.S.O. 1970, c. 236, s. 109 (1); 1972, c. 123, s. 6; 1975 (2nd Sess.), c. 13, s. 9.

(2) Where a document is given or delivered by mail, it shall be deemed to have been given or delivered on the third day after the date of mailing.

(3) Notwithstanding subsections (1) and (2), a judge may order any other method of service in respect of any matter before him. R.S.O. 1970, c. 236, s. 109 (2, 3).

LANDLORD AND TENANT ADVISORY BUREAU

124.—(1) In this section, “municipality” means a local municipality and includes a metropolitan municipality and a regional municipality but does not include an area municipality thereof.

(2) The council of a municipality may by by-law establish a Landlord and Tenant Advisory Bureau.
(3) The functions of a Landlord and Tenant Advisory Bureau are,

(a) to advise landlords and tenants in tenancy matters;

(b) to receive complaints and seek to mediate disputes between landlords and tenants;

(c) to disseminate information for the purpose of educating and advising landlords and tenants concerning rental practices, rights and remedies; and

(d) to receive and investigate complaints of conduct in contravention of legislation governing tenancies.

R.S.O. 1970, c. 236, s. 110.

MOBILE HOME PARKS

125.—(1) Subject to subsections (2) and (3), a tenant has the right to sell, lease, or otherwise part with the possession of his mobile home while it is situated within a mobile home park.

(2) Subsection (1) does not apply to a tenant of premises administered by or for the Government of Canada or Ontario or a municipality, or any agency thereof.

(3) A tenancy agreement may provide that the right of a tenant to sell, lease, or otherwise part with possession of his mobile home while it is situated in a mobile home park is subject to the consent of the landlord, and, where it is so provided, such consent shall not be arbitrarily or unreasonably withheld.

(4) A landlord shall not make any charge for giving his consent referred to in subsection (3), except his reasonable expenses incurred thereby.

(5) A landlord or a tenant may apply by summary application to a judge of the county or district court of the county or district in which the premises are situate, who may determine any question arising under subsections (3) and (4).

(6) A landlord shall not act as the agent of the tenant in any negotiations to sell, lease, or otherwise part with the possession of a mobile home situated in a mobile home park, except pursuant to a written agency contract. 1975 (2nd Sess.), c. 13, s. 10, part.
126. A landlord shall not make any charge whatsoever in respect of,

(a) the entry of a mobile home into a mobile home park;

(b) the exit of a mobile home from a mobile home park;

(c) the installation of a mobile home in a mobile home park;

(d) the removal of a mobile home from a mobile home park; or

(e) the granting of a tenancy in a mobile home park,

except to the extent of his reasonable expenses incurred thereby. 1975 (2nd Sess.), c. 13, s. 10, part.

127.—(1) Subject to subsections (2) and (3), a landlord shall not restrict in any way the right of a tenant to purchase goods or services from the person of his choice.

(2) A landlord may set reasonable standards for mobile home equipment.

(3) Where a tradesman has,

(a) unduly disturbed the peace and quiet of the mobile home park;

(b) failed to observe such reasonable rules of conduct as have been established by the landlord; or

(c) violated the traffic rules of the mobile home park,

despite a request by the landlord to discontinue such conduct, the landlord may after due notice restrict or prohibit the entry of such tradesman into the mobile home park. 1975 (2nd Sess.), c. 13, s. 10, part.

128.—(1) A landlord is responsible for,

(a) providing or ensuring the availability of a means for the removal or disposal of garbage in the mobile home park at reasonable intervals;

(b) maintaining mobile home park roads in a good state of repair;
(c) removing excess snow from mobile home park roads;

(d) maintaining the plumbing, sewage, fuel and electrical systems in the mobile home park in a good state of repair;

(e) maintaining the mobile home park grounds and all buildings, structures, enclosures and equipment intended for the common use of the tenants in a good state of repair; and

(f) the repair of damage to the tenant's property caused by the wilful or negligent conduct of the landlord.

(2) The tenant is responsible for ordinary cleanliness of the rented premises and for repair of damage to the landlord's property caused by his wilful or negligent conduct or that of persons who are permitted on the premises by him.

(3) The obligations imposed under this section may be enforced by summary application to a judge of the county or district court of the county or district in which the mobile home park is situate and the judge may,

(a) terminate the tenancy subject to such relief against forfeiture as the judge sees fit;

(b) authorize any repair that has been or is to be made and order the cost thereof to be paid by the person responsible to make the repair, such cost to be recovered by due process or by set-off;

(c) make such further or other order as the judge considers appropriate. 1975 (2nd Sess.), c. 13, s. 10, part.

NOTICE OF RENT INCREASE

129.—(1) A landlord shall not increase the rent for residential premises unless he serves on the tenant a notice in writing setting out his intention to increase the rent and the amount of the increase intended to be made not less than ninety days prior to the end of,

(a) the period of the tenancy; or

(b) the term of a tenancy for a fixed period.
(2) Where a tenant who receives a notice under subsection (1) fails to give to the landlord notice of termination in accordance with section 99 within the time required under section 100, 101, 102, 103 or 104, as the case requires, he shall be deemed to have accepted,

(a) where the amount of the rent increase is not subject to review by law,

(i) the amount of the rent increase specified in the notice of the landlord, or

(ii) such other rent increase as may be agreed upon in writing between the landlord and the tenant; or

(b) where the amount of the rent increase is subject to review by law, such amount of rent increase as does not exceed the amount allowed under the law.

(3) The deemed acceptance by a tenant of an increase in rent in the case mentioned in clause (2) (b), does not constitute a waiver of the tenant’s right to take whatever proceedings are available to him under any law in force that provides for the review of rent increases.

(4) Subject to the provisions of the Residential Tenancies Act, an increase in rent by the landlord where the landlord has not served a notice according to the provisions of subsection (1) is void. 1975 (2nd Sess.), c. 13, s. 10, part.

130. The Lieutenant Governor in Council may make regulations,

(a) designating classes of accommodation that are deemed not to be residential premises for the purposes of this Act;

(b) prescribing forms and providing for their use;

(c) respecting any matter necessary or advisable to carry out effectively the intent and purpose of this Act. 1975 (2nd Sess.), c. 13, s. 10, part.
131. On a day to be named by proclamation of the Lieutenant Governor.

1. The title of this Act is repealed and the following substituted therefor:

The Commercial Tenancies Act

2. Clause 1 (c) is repealed.

3. Section 2 is repealed and the following substituted therefor:

2. This Act does not apply to tenancies and tenancy agreements to which the Residential Tenancies Act applies.

4. Part IV is repealed.
FORM 1

(Scene 34 (1))

NOTICE TO TENANT

Take notice that I claim $................................for rent due to me in respect of the premises that you hold as my tenant, namely (here briefly describe them); and unless the said rent is paid, I demand from you immediate possession of the said premises; and I am ready to leave in your possession such of your goods and chattels as in that case only you are entitled to claim exemption for.

Take notice further, that if you neither pay the said rent nor give me possession of the said premises within three days after the service of this notice, I am by the Landlord and Tenant Act entitled to seize and sell, and I intend to seize and sell, all your goods and chattels, or such part thereof as may be necessary for the payment of the said rent and costs.

Dated this..................day of.................., 19...........

(Landlord).

To......................(tenant).


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FORM 2

(Scene 35 (2))

NOTICE TO LANDLORD

Take notice that under the Landlord and Tenant Act I wish to set off against rent due by me to you the debt that you owe to me on your promissory note for........................................dated..........................

(or as the case may be).

Dated this..................day of.................., 19...........

(Tenant).

R.S.O. 1970, c. 236, Form 2.
ONTARIO,

To Wit,

Elizabeth the Second, by the Grace of God, of the United Kingdom, Canada and Her other Realms and Territories Queen, Head of the Commonwealth, Defender of the Faith.

[L.S.]

To the Sheriff of the..............................................................

Greeting:

Whereas.................................................................Judge of the.................Court

of.........................................................., by his order dated the..............

day of .............................................., 19..., made under the *Landlord

and Tenant Act*, on the complaint of..........................................................

against.............................................................., adjudged

that..............................................................was entitled to the possession of...

with the appurtenances in your bailiwick, and that a Writ should issue out of Our said Court accordingly (*if costs are awarded add* and also ordered and directed that the said..............................................................should pay the costs of the proceedings had under the said Act, which have been taxed at the sum of.................).


Therefore, We Command you that without delay you cause the said

..............................................................to have possession of the said land

and premises, with the appurtenances (*if costs are awarded add* and We also command you that of the goods and chattels and lands and tenements of the said..............................................................in your bailiwick,

you cause to be made..............................................................being the said costs so taxed and have that money in Our said Court immediately after the execution hereof, to be rendered to the said..............................................................).

And in what manner you have executed this Writ make appear to Our said Court immediately after the execution hereof, and have there then this Writ.

Witness,.............................................................., Judge of Our Said

Court at.............................................................., this.................................day

of.............................................................., 19....

Clerk.

Issued from the office of the Clerk of the County (or District) Court of

Clerk.

R.S.O. 1970, c. 236, Form 3.