

# Timeframe for Occupancy for Landlord's Own Use Evictions

Submission to the Ontario Regulatory Registry

May 21, 2023

Ontario Regulatory Registry  
residential.tenancies@ontario.ca

Dear members of the Ontario Regulatory Registry,

**Re: Feedback on Timeframe for Occupancy for Landlord's Own Use Evictions**

I am writing on behalf of the Canadian Centre for Housing Rights (CCHR) to provide feedback on the proposed changes to the *Residential Tenancies Act* (RTA) to deter and protect tenants from bad faith evictions, where a landlord has falsely indicated they require the rental unit for their own use.

CCHR is Canada's leading non-profit organization working to advance the right to adequate housing. For over 35 years, we have worked tirelessly at the intersection of human rights and housing, providing free services to renters facing evictions and human rights violations to remain housed, providing education and training about housing rights across Canada, and advancing rights-based housing policy through research, policy advocacy, and law reform.

Ontario is in the midst of an affordable housing crisis. Skyrocketing rents, due partly to the negative effects of insufficient rent regulation, have meant that tenants searching for housing cannot find homes with affordable rents. At the same time, Ontario has seen a rise in landlord's own use evictions, since 2015.<sup>1</sup> It is vital that tenants are protected from bad faith landlord's own use evictions because in the current housing market, households who are evicted as a result of such evictions are at risk of experiencing precarious housing and homelessness. While it is encouraging that the province is proposing changes to the RTA to strengthen protections for tenants from bad faith landlord's own use evictions, it is also necessary to tackle the issue of ineffective rent regulation in the long term. Currently, rent regulation measures allow landlords to raise the rent by any amount in a new tenancy. Unless this is addressed, landlords will continue to have an incentive to find ways to wrongfully evict tenants so that they can raise the rent for a new tenant. Such absence of rent regulation in Ontario's RTA will continue to undermine housing affordability across the province and jeopardize renters' ability to live in secure rental homes.

**Strengths of the proposed amendments to the RTA in Bill 97**

We are encouraged that the government is aiming to strengthen tenants' ability to hold landlords to account for fraudulent landlord's own use evictions. Currently, although tenants who have been evicted in bad faith can apply to the Landlord and Tenant Board for legal remedies, by default they bear the onus of proving that the landlord was *not* telling the truth when they claimed that they intended to move into a unit. It is not reasonable to expect a person to prove a negative. Instead, a landlord who does not move into a rental unit, after claiming that they would do so, should bear the onus of proving that they were telling the truth. The proposed change would help deter and protect tenants from bad faith landlord's own use evictions, by expanding the circumstances in which landlords are obligated to prove that their intentions were genuine.

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<sup>1</sup> Advocacy Centre for Tenants Ontario, *We Can't Wait: Preserving Our Affordable Housing in Ontario*. Advocacy Centre for Tenants Ontario, 2019, [https://www.acto.ca/production/wp-content/uploads/2019/11/FINAL\\_Report\\_WeCantWait\\_Nov2019.pdf](https://www.acto.ca/production/wp-content/uploads/2019/11/FINAL_Report_WeCantWait_Nov2019.pdf)

However, these amendments can be significantly strengthened through the following recommendations:

**1. The reasonable timeframe to require that a landlord move into a unit should be 11 days.**

When a landlord gives a tenant a notice to terminate their tenancy for the landlord's own use, they must specify a termination date. Landlords should not terminate a tenancy until the date that they need the unit. Hence, in the normal course, a landlord should be expected to move in immediately after the termination date set out in the notice.

In cases where the tenant does not vacate until after the termination date in the notice, the landlord should only continue to pursue eviction if they continue to need the unit for their own use. Hence, in these cases the landlord should be expected to move in immediately after the tenant vacates.

In eviction decisions, when a tenant is required to move, the Landlord and Tenant Board (LTB) typically allows the tenant 11 days. The LTB considers 11 days to be the reasonable timeframe for a tenant to make arrangements to move. The same standard should be applied to landlords. Once a unit becomes available, the landlord should be expected to move in within 11 days.

The reasonable timeframe to require that a landlord move into a unit should therefore be 11 days from the termination date in the notice, or 11 days from the date the landlord receives vacant possession, whichever is later.

When a landlord claims to need a unit for their own use but does not move into the unit within 11 days, they should be required to explain the delay and to prove that their original claim was genuine.

**2. Foreseeable circumstances and changes of mind should not qualify as a reasonable reason for a landlord failing to meet a prescribed timeframe.**

Landlords should only be permitted to give notice once they are certain of the date on which they will actually move into a unit. They should not be permitted to evict tenants prematurely.

Therefore, no circumstance should qualify as a reasonable reason for a landlord failing to meet a prescribed timeline to move into the unit after their tenant was evicted, if the circumstance was foreseeable at the time the landlord gave the notice of termination. Eviction of a tenant from their home is a serious matter and in a situation where the circumstances of failing to move into the unit were reasonably foreseeable, the landlord ought not to have given notice in the first place.

Similarly, a mere change of mind on a landlord's part should not qualify as a reasonable reason for failing to move in after evicting their tenant for landlord's own use. The landlord ought not to have given the notice unless they were certain of their plans to move in.

Where a landlord fails to move into a unit within a reasonable timeframe after having claimed to need it for their own use, they should be required to prove that their plans changed as a result of unforeseeable circumstances outside their control.

**3. The government should eliminate incentives for landlords to push out their existing tenants.**

The increase in instances of tenant displacement due to landlord's own use evictions is driven by the absence of rent regulation on vacant units, which greatly incentivizes landlords to fraudulently evict tenants so they can raise the rent for a new tenant. Allowing rents for new tenancies in Ontario to remain unregulated will continue to incentivize this illegal practice. In addition to depriving tenants of their homes, this practice also contributes to skyrocketing rental rates and the loss of Ontario's affordable housing stock.

While it is important and valuable to strengthen protections for tenants against bad faith landlord's own use evictions, it is also imperative that the government regulate the rents charged in new tenancies, to disincentivize bad faith evictions and preserve housing affordability.

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It is important to consider the urgency of addressing bad faith evictions in Ontario through strengthening provisions in Bill 97. Eviction of renters is a threat to their security of tenure and Canada's ability to implement the right to adequate housing for all. Faced with skyrocketing rents in communities across Ontario, households who are evicted in bad faith experience housing precarity and are at risk of homelessness because they cannot find an affordable place to live. The proposed changes in this Bill would be a positive step in addressing some of the symptoms and outcomes of bad faith landlord's own use evictions. However, to ensure that the changes are effective, we urge our government to specify a short timeframe for landlords to move into a unit, and if they do not move into the unit within this timeframe, to require that they explain the delay. Only delays caused by unforeseeable circumstances outside the landlord's control should be accepted as defences to the presumption of bad faith.

Further, a long-term solution to Ontario's rising rents and growing housing instability for tenants can only be achieved through implementing rent regulation on vacant units. This will address the affordable rental housing crisis in the province and address the underlying incentive for many bad faith evictions.

We would be happy to provide further input and discuss our recommendations.

Sincerely,



Dale Whitmore  
Director of Law Reform  
Canadian Centre for Housing Rights (CCHR)