



# *1: Welcome to London*

B) The DO's and DON'TS of renting

Okay...

- So you have seen a place you like. Yay! That's great!
- Remember that it is important not rent a place without seeing it first yourself and meeting the landlord.

# Obligations... Responsibilities... Rights...

- Since you are moving to a new country, you might not know what you are obliged and entitled to while renting.
- We are going to help you out with that.

# Do's - Before Renting

- **DO** trust your instincts – if your first meeting with a potential landlord is not good, it's likely that you'll have problems with him or her and should not rent from them.
- **DO** provide references – if you can give the landlord references from a past job or tenancy, you have a better chance of being picked.
- **DO** know your rights and responsibilities under the [Ontario Residential Tenancy Act](#).

# Do's - Before Renting

- **DO** have everyone who will be living with you sign the rental agreement.



- **DO** ask your landlord to cross off any parts of your rental agreement that you want changed. (e.g: agreement says “no pets”, but your landlord is letting you have a cat). Both you and your landlord have to write your initials next to any changes on your rental agreement.

# Do's - Before Renting

- **DO** get your landlord's name, address, and phone number, even if you are not dealing with them directly (ie: dealing with a property manager or caretaker instead). This information is essential when dealing with repairs, emergencies, etc. And...Think twice before renting from anyone who does not want to give you this information!

Name

Address

Phone number

Email

# Do's - Before Renting

- **DO** a Condition Inspection Report: this is a checklist that you and your landlord go through before you move in! This report is important because it protects you against having to repair or pay for things that you didn't break or damage:
  - [Click here for an example of a Condition Inspection Report from British Columbia.](#)
- Check to see if anything is already broken (e.g: doors, windows, appliances, etc.) and for black mold. Make sure that all these things are written down as part of your lease agreement, and that you get an original copy- your landlord has 7 days to give it to you!

# Don'ts - Before Renting

- **DON'T** – sign an agreement or pay a deposit unless you are absolutely sure you want to move into the place.
- **DON'T** give out your SIN card or credit card information – Your potential landlord can do background and credit checks without them.
- **DON'T** pay an application fee – a potential landlord cannot ask you for a fee just to apply for a place.

# Don'ts - Before Renting

- **DON'T** sign any tenancy agreement that you don't completely understand, or have not fully read. Ask for as many clarifications as you need.
- **DON'T** sign the Condition Inspection Report until you indicate on the report if you disagree with any of your landlords statements on the condition of the place.

# Do's - Once You Have Rented

- **DO** know what kind of tenancy agreement you have with your landlord.
- **DO** make sure you know what your rent covers (ie: heater and water only, parking not included, etc.), and that this is indicated in your rental agreement.



# Do's - Once You Have Rented

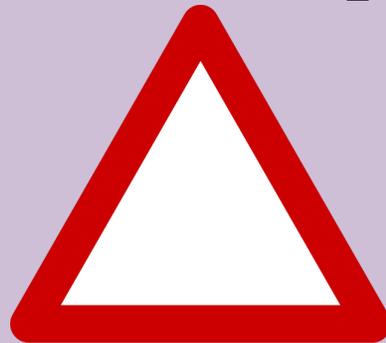
- **DO** get written permission from your landlord if you want to make improvements to your place (e.g: paint your walls). If you don't get permission, you might have to pay again later for additional costs (e.g: pay to get walls re-painted).
- **DO** get everything in writing – for any notices, receipts, and any cleaning or repairs that your landlord agrees to doing. If you don't have a paper copy, it's your word against theirs.

# Do's - Before Moving Out

- **DO** make sure that you complete another inspection report with your landlord right after you have moved out. Your landlord has 15 days to give you a copy of the report.
- If you qualify to receive a portion or all of your damage deposit back, the landlord has 30 days to give it to you.
- You should get your full damage deposit back if:
  - you have not caused any damage to the place,
  - you have cleaned everything in the suite/house for the new tenant (if you're not sure what to clean, ask for a list from your landlord), and
  - you have given written notice (30 days) to your landlord that you're moving out, get them to SIGN the notice, and keep a copy for yourself—**sometimes you need this proof in case your landlord is dodgy and says that they weren't properly notified!**

# Obligations

- Once you give a landlord a deposit, you have established a contract. If you decide not to move in, the landlord can make you pay the month's rent, unless another tenant moves in.
- BUT if you didn't move in because of risk to your health or safety, you will need proof (e.g: take photos, ask health inspector to come see the place).



# Obligations

- Your landlord can charge you extra fees for:
  - Replacing keys or a request for extra keys,
  - Service fees charged by banks for bounced cheques (can charge a max. of \$25),
  - For services or facilities requested by you that aren't covered in your tenancy agreement (e.g: parking fee), and
  - For moving between units in the building if you have requested the move (can charge a max. of \$15 or 3% of your monthly rent).



# Obligations

- You have to pay rent the first day of every month.
- Pay by cheque or money order if you can.
  - The law requires that your landlord provide you with a receipt if you pay with cash BUT you need to make sure that you get the receipt when you pay, or won't have proof that you paid your rent.
  - If a landlord will not sign a receipt, ask a friend or neighbour to witness you counting the money over to the landlord for proof of payment
- Your landlord can increase your rent but only once every 365 days and must give you a 90 days written notice of the increase.

# Responsibilities

- Keep your place clean and notify the landlord of any repairs that need to be done, or any other problems (e.g: mice, cockroaches, or bedbugs).
- You are responsible for any damage you or your guests do, even if it's an accident
- You are **not** responsible for regular wear and tear (ie: what happens to a place over time with normal use, such as the wearing out of carpets).

# Responsibilities

- If something needs to be repaired, tell your landlord right away even if the repair is not important to you. Do it in writing (including the date that you talked to them) and keep a copy for yourself.
- Because... if you don't tell your landlord about the problem and it gets worse, you could be held responsible.



# Responsibilities

- Your landlord has to post the name and phone number of an emergency contact person in a location that is easily accessible. If you need an emergency repair, you need to try to contact this person twice before you can hire someone else to do the repairs and expect to be reimbursed when you present copies of your receipts.
- If you have done all these things and your landlord has not reimbursed you, you CAN deduct that money from your rent!
- But DON'T just hold back your rent for your inconvenience, or for the cost of repairs that you have done yourself. Your landlord could evict you for non-payment of rent. It's better to apply for dispute resolution (with the Landlord and Tenant Board) if you are having trouble getting your landlord to do repairs. Always take photos!

# Responsibilities

- If you are thinking of having a party, you should obtain permission from the other people living in your building, and be aware of city bylaws about noise, etc.
- Although you have a right to have guests in your home, your landlord may object if they stay too long and appear to be living with you. Check your lease agreement to see if it has a clause about the number of occupants allowed under the agreement. If there is, the landlord might want to raise your rent.

# Rights

- All tenants are entitled to “peaceful enjoyment” in their home, which means that the landlord should not behave in a way that interferes with your daily use of your home, or allow other tenants or employees to unreasonably disturb you.
- If your landlord or someone else in the building is disturbing you in an unreasonable manner, write a letter telling the landlord about the behavior that is bothering you, and ask the landlord to stop it. Keep a copy of your letter.

# Rights

- Your landlord can only enter your place if:
  - the time is between 8 am and 8 pm
  - it's an emergency (e.g: fire, flood)
  - your landlord has given you written 24 hrs. notice with date, time, and reason
  - you have abandoned the place
  - your landlord knocks on your door, and you say it's ok to come in (BUT you have the right to say “no” and ask for written notice)
  - you have already told your landlord that they can come in for a certain reason.

# Rights

- If your landlord is entering your place illegally, you should:
  - talk to your landlord about your privacy
  - write a letter telling your landlord that the law requires them to give you written 24 hrs. notice of entry, AND entry is only for purposes allowed by the Residential Tenancies Act.
  - keep a copy of this letter and collect proof if you suspect your landlord is entering your suite illegally (witnesses are very helpful).

Great!

- You are all set now, right?
- Well, now it's time to enjoy the city!
- Follow us into the next presentation to find out how to arrive to and travel throughout London.