

MAT #30864080

Publisher's Note

2019 — Release 6

Previous release was 2019-5

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Ontario Residential Tenancies Law

Ontario Residential Tenancies Law, 2nd Edition provides a comprehensive annotation of Ontario's major residential tenancy laws and has been completely revised to include the new *Residential Tenancies Act, 2006*. The text features updated commentary based on the new legislation, as well as new regulations under the new *Residential Tenancies Act, 2006*. The previous *Tenant Protection Act, 1997* has also been included for ease of reference. This invaluable resource also includes Rules of practice for the new Landlord and Tenant Board, relevant Landlord/Tenant Forms and Notices, the relevant regulations and form and notices, and summaries of leading reported and unreported decisions of courts and tribunals. This publication provides the busy practitioner with a ready reference to every aspect of the law of residential tenancies with the most comprehensive case law review of the process in Ontario.

This release features updates to the commentary and case law comprising the annotations to the *Residential Tenancies Act, 2006* as well as updates to the Words and Phrases section.

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Highlights

- **s. 3 — Application of Act — §11.2 Disabilities and the Duty to Accommodate** — An elderly landlord suffering from a disease causing progressive loss of hearing was successful in evicting severely disabled tenants from their apartment. At issue was the motivation of the landlord. Even though prior tensions between the parties were evident, this does not reverse the onus such that the landlord must show that they have not acted in bad faith. “The test is whether, “in good faith”, the landlord intends to occupy the unit for residential purposes, not good faith untainted by any hint of difficulty with the tenant. If that were the legal test, then an N12 Notice could only be served in circumstances where the landlord and tenant relationship was completely unblemished by any problems at all and that is not the law.” Tenants had also supplied a litany of maintenance complaints, many of which were more than one year old. Their severe disabilities resulted in a two-month delay in the eviction day by way of accommodation. *SWL-17187-18 (Re)* (September 10, 2018), Kevin (Ont. L.T.B.).
- **s. 20 — Landlord’s Responsibility to Repair — §4 Landlord’s Obligation to Maintain and Repair** — Tenants living in a basement unit of a house alleged harassment and interference with reasonable enjoyment, including alleging several instances of illegal entry among other things. Tenants failed to prove on a balance of probabilities, that Landlord’s actions constituted harassment. Section 20(1) of the Act obligates a Landlord to maintain a unit in a good state of repair. The Ontario Court of Appeal, in *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, 2016 CarswellOnt 17377 (S.C.C.), determined that a contextual approach should be adopted when considering a landlord’s potential breach of subsection 20(1) of the Act and a breach will not be found if the landlord’s response to a maintenance issue was reasonable in the circumstances. *CET-77678-18 (Re)* (October 1, 2018), Avril (Ont. L.T.B.).