

# STEPS TO JUSTICE

## Housing Law Workshop

An OJEN facilitator's guide demonstrating a CLEO public legal information resource.



ONTARIO JUSTICE EDUCATION NETWORK  
RÉSEAU ONTARIEN D'ÉDUCATION JURIDIQUE



**CLEO**

Community Legal Education Ontario  
Éducation juridique communautaire Ontario



## About this workshop guide

This workshop guide is a collaboration between the **Ontario Justice Education Network (OJEN)** and **Community Legal Education Ontario (CLEO)**. OJEN's Steps to Justice workshops introduce audiences to common legal problems and familiarize them with a specific area of law. Using hypothetical scenarios, workshop participants explore a legal topic by navigating the practical step-by-step information on CLEO's Steps to Justice website. They learn how to use the website to find legal information, including the forms, self-help guides and referral information for legal and social services which may be helpful in working through a future legal problem.

This workshop guide was written for use in Ontario high school classrooms, but can be used (or modified) for other audiences. For more information on how to use this workshop guide, please check out our short training video available on the OJEN website [ojen.ca/steps-to-justice-workshops-training-video](https://ojen.ca/steps-to-justice-workshops-training-video).

**OJEN** is a charitable, non-profit, public legal education organization. We develop innovative educational tools that introduce young people to the justice system, help them understand the law, and build their legal capability. We partner with schools and community organizations across Ontario to prepare young people to manage the legal problems that will arise in their lives. For more information on OJEN, please visit [ojen.ca](https://ojen.ca).

We gratefully acknowledge the support of law students who have contributed to this workshop guide through the Osgoode Public Interest Requirement (OPIR) at Osgoode Hall Law School and through placements with Pro Bono Students Canada (PBSC). We would also like to thank the high school students who provide us with their perspectives and feedback on this resource as OJEN summer interns through the Law in Action Within Schools (LAWS) Summer Job Program.

**Any legal information in this resource is intended for general educational purposes and should not form the basis of legal advice of any kind. Individuals seeking specific information about their legal problem should always consult a lawyer.**

For over 45 years, **CLEO** has developed clear, accurate, and practical legal rights education and information to help people understand and exercise their legal rights. We produce print and online resources, including the Steps to Justice website, the Family Law Guided Pathways, and CLEO Connect which has information and supports for community organizations. For more information on CLEO, please visit [cleo.on.ca](https://cleo.on.ca).

# STEPS TO JUSTICE HOUSING LAW OVERVIEW

Activity (minutes)	Content
Warm-up (5)	<ul style="list-style-type: none"> <li>• Clarify differences between criminal and civil law.</li> <li>• Group quiz on housing law (Slides 2-6).</li> <li>• Compare the application of the <i>Charter of Rights and Freedoms</i> and the <i>Ontario Human Rights Code</i> (Slide 7).</li> <li>• Human Rights in Ontario: lay out the five areas covered by Ontario human rights legislation [services/goods/facilities, housing, contracts, employment, membership in vocational associations/trade unions] and the 17 protected grounds of discrimination (Slide 8).</li> <li>• Review the areas covered by housing law on Steps to Justice, while taking up and explaining answers to T/F questions (Slide 9).</li> </ul>
Hook (5)	<ul style="list-style-type: none"> <li>• Encourage participants to identify potential legal issues in the scenario.</li> <li>• Distribute the participant handout, "Scenario 1: Demonstration".</li> <li>• Advance to Slide 10. Read the scenario out loud.</li> <li>• After reading out scenario on Slide 10, have group brainstorm questions they would ask a lawyer about this fact scenario (answers on next slide).</li> <li>• Advance to slide 11 with the list of questions.</li> <li>• Have the group compare what they thought of with the list on this slide.</li> </ul>
Introduce Steps to Justice (10)	<ul style="list-style-type: none"> <li>• Advance to Slide 11 with Steps to Justice Website introduction.</li> <li>• Distribute participant handout "Scenario 1: Demonstration".</li> <li>• As a group, use Steps to Justice to find answers to the questions about the demonstration scenario on the slide.</li> <li>• Use different searching options (sub-topics, front page keyword search and header menu) and introduce the actual "steps" to follow. Use the presenter's notes on where to find the information included in this guide for support. Ask if anyone has questions.</li> </ul>
Group work (25)	<ul style="list-style-type: none"> <li>• Advance to Slide 12.</li> <li>• Divide participants into groups and cue them to pull up Steps to Justice on their phones/computer and to start on "Housing Law" topic.</li> <li>• Give each group a scenario worksheet (Scenarios 2-5).</li> <li>• Each group needs at least one device with internet to complete their worksheet.</li> <li>• Circulate and support groups as needed.</li> </ul>
Discussion (15)	<ul style="list-style-type: none"> <li>• Each group has 3-5 minutes to explain their scenario and what they have learned through their investigations. Participants should refer to the completed worksheet for support.</li> <li>• Address questions and issues arising from their reporting.</li> </ul>
Application (Optional)	<ul style="list-style-type: none"> <li>• <i>Note:</i> this slide can be omitted for time.</li> <li>• Advance to slide 13.</li> <li>• Since the group has practiced using the Steps to Justice website, the presenter may introduce a more complex scenario.</li> <li>• Participants should comment on the scenario reflecting what they have just learned.</li> <li>• As a group, use the website to answer the scenario questions.</li> <li>• Facilitator's notes are included in this guide to support discussion.</li> </ul>





## Facilitator's Package: Housing Law

**TRUE OR FALSE**

1. **As a landlord, I can increase the rent whenever I want! It's my property!**

**TRUE OR FALSE:** Landlords are entitled to increase rent on their properties whenever they see fit.

**F** – The landlord can only increase the rent once every 12 months.

2. **My roommate and I are fighting – it's a good thing I can report them to the Landlord & Tenant Board!**

**TRUE OR FALSE:** You can report your roommate to the Landlord & Tenant Board when you have a disagreement with them.

**F** – The Landlord & Tenant Board (LTB) resolves disputes between landlords and tenants, not bickering housemates.

3. **I'm looking for a new apartment. My potential landlord wants to know where I work before he will rent to me, but it's none of his business! I don't think he has any right to that information.**

**TRUE OR FALSE:** You do not have to answer any questions asked by a potential landlord related to your employment.

**F** – A landlord can ask the person applying for a rental unit to provide information such as current residence, rental history, employment history, references, and income information to determine if they will be able to pay the rent.

4. **I'm going to rent a place for \$1100/month, but my landlord wants an additional rent deposit for \$1000. I don't really want to pay, but it's totally legal.**

**TRUE OR FALSE:** It is legal to charge additional rent deposits when entering into a lease agreement with a tenant.

**T** – The rent deposit cannot equal more than one month's rent or the rent for one rental period, whichever is less.

5. **My bedroom window is broken. I should call my landlord, since he has to repair it for me.**

**TRUE OR FALSE:** Landlords must repair broken windows and/or other parts of the house upon request by the tenants.

**T** – It is the landlord's responsibility to maintain the unit in a good state of repair.



See <http://www.sjto.gov.on.ca/ltb/faqs/>

## Facilitator's Package: Housing Law

# *Charter of Rights and Freedoms vs. Ontario Human Rights Code*

### Introduction

- There is often a lot of confusion between these two pieces of legislation, in that many people think one applies in a situation where, in reality, the other one actually applies.
- This slide will include an explanation of what each of these laws are, where and when they apply and what is governed in human rights law at the federal and provincial level.

### *Charter of Rights and Freedoms*

- **Background**
  - The *Charter of Rights and Freedoms* is a fundamental document that forms the cornerstone of human rights protection in Canada.
  - It was enacted in 1982 as part of the *Constitution Act* and guarantees certain fundamental rights and freedoms to all individuals in the country.
  - The *Charter* sets out the principles of democracy, equality, and justice, ensuring that every Canadian is treated fairly and has the right to life, liberty, and security of the person.
  - It safeguards essential rights such as freedom of expression, religion, and association, while prohibiting discrimination on various grounds.
- **Application**
  - All human rights legislation across Canada, even at the provincial level, must align with the tenets of the *Charter* - however, the *Charter* itself can only be used to challenge governmental decisions, actions or laws.
  - In short, you cannot cite or use the *Charter* in a discrimination dispute against another person/organization.

### *Ontario Human Rights Code*

- **Background**
  - The *Ontario Human Rights Code* is a vital legislation that aims to protect and promote human rights in the province of Ontario, Canada.
  - Enacted in 1962, the *Code* prohibits discrimination and harassment based on specific grounds and ensures that all individuals have equal rights and opportunities in various areas of life.
  - The *Code* places a legal obligation on individuals, organizations, and governments to uphold human rights and create an inclusive and equitable society. It provides a framework for addressing human rights violations and offers remedies for those who have experienced discrimination or harassment.

- **Application**

- All legislation in Ontario must align with the *Ontario Human Rights Code* - unless legislation specifically states that the *Code* does not apply.
- Unlike the *Charter of Rights and Freedoms*, the *Ontario Human Rights Code* can be used to challenge both governmental and private actions.
- In short, it can be used to dispute actions against another person/organization.

**Note:** some participants may ask which one applies if the action is by the government (since the *Charter* and *Ontario Human Rights Code* both apply to the government) - this is outside the scope of this presentation and the focus, at least for this discussion, will be on private entities.

# Human Rights Laws

## Areas of Life

- Human rights laws intersect with all areas of our lives, but they specifically cover discrimination in five “areas”:
  - **Services/goods/facilities:** e.g. a bakery refusing to bake a cake for a same-sex wedding
  - **Housing:** e.g. refusing to rent to someone who is Muslim on the basis of religion (unless you are sharing a bathroom or kitchen)
    - Good opportunity to point out that certain scenarios as specifically allowed by legislation can lead to the OHRC not applying
  - **Contracts:** e.g. a car manufacturer refusing to enter into a contract with the owner of a car dealership because he is not Christian
  - **Employment:** e.g. a movie theater refuses to hire someone because of their dwarfism
  - **Membership:** a worker’s union refusing to grant membership to a Swiss national

**Note:** feel free to change these examples as is needed or desired.

## Protected Grounds of Discrimination

- While there are many different reasons why discrimination occurs in Canada, human rights laws in Ontario protect against discrimination on the basis of seventeen different grounds:
  - Age
  - Sex
  - Gender (including gender identity and expression)
  - Disability
  - Race
  - Ethnic origin
  - Place of origin
  - Colour
  - Religion
  - Creed
  - Citizenship
  - Ancestry
  - Disability
  - Family status (including pregnancy)
  - Marital status



- Sexual orientation
- Receipt of public assistance (in housing only)
- Record of offences (in employment only)

## Housing Law in Ontario

# What is covered?

### Renting a new place to live

- Renting a place to live can be fraught with landlords circumventing your rights as a potential tenant. However, there are plenty of regulations that are designed to protect you when it comes to what can be in a lease/rental agreement, how much landlords can charge you in rent and other fees, and where the line is between justifiably rejecting a potential tenant and discrimination on the basis of a protected ground.
  - Example: in Q5, we established that discrimination on the basis of religion (i.e. wearing a hijab per the Muslim faith) is prohibited unless it is for a bona fide occupational requirement.
    - This is incorrect, as it is permitted for a landlord to ask the person applying for a rental unit to provide information such as current residence, rental history, employment history, references, and income information.
    - This is so that the landlord can determine if the potential tenant will be able to pay rent.
  - Example: in Q4, we also saw a scenario where a potential tenant was reluctant to pay an additional \$1000 rent deposit at the beginning to their lease, but then agreeing to because they said it was legal.
    - This is correct, so long as the deposit does not exceed more than one month's rent or one rental period's rent, whichever is less.
    - If you pay on a yearly lease of \$14,000/year, a landlord cannot charge you, for example, a \$14,000 rent deposit just because it does not exceed the rental period's rent. Rather, since a month's rent under a \$14,000/year lease would be \$1166.67, this would be the maximum amount for a rent deposit since \$1166.67 (rent for one month) is less than \$14,000 (one rental period's rent).
    - Similarly, if you rent on a weekly lease of \$500/week, a landlord cannot charge you, for example, a \$2000 rent deposit just because it does not exceed one month's rent. Rather, since the rental period's rent under a \$500/week lease would be \$500, this would be the maximum amount for a rent deposit since \$500 (rent for one rental period) is less than \$2,000 (one month's rent).

### Paying rent

- Rent is an important part of the tenant-landlord relationship, and it is important for you to know the warning signs for when you're being taken advantage of, as well as what fees and deposits a landlord is legally allowed to charge and do when you fail to pay rent so you're aware of what to expect as the relationship goes on.

- Example: in Q1, we saw a scenario where a landlord claimed they could increase the rent whenever they wanted on the basis that it was their property.
  - This is incorrect – a landlord can only increase the rent once every twelve months.

### Repairs and maintenance

- As can be expected, unexpected events happen in the course of a lease. Knowing the repair and maintenance responsibilities of both you as a tenant as well as the landlord is key to a successful relationship.
- It's also important to know the ongoing obligations and responsibilities of landlords and tenants, such as providing heat and utilities, as well as how to complain if any of these responsibilities aren't met.
  - Example: in Q5, we saw a scenario where a tenant had a broken window and was planning on contacting their landlord because they said that it was the landlord's responsibility to repair it.
    - This is correct - it is the landlord's responsibility to maintain the unit in a good state of repair.

### Human rights in housing

- Everyone is entitled to certain human rights and freedoms, but when these rights are violated, it's important to know what remedies you can seek and how you can seek them.

### Privacy and harassment

- There are times when landlords can really cross the line between what they're allowed to do and what's prohibited by law.
- These can include changing locks without an LTB order and limiting what guests can come visit you.

### Moving out

- Just because a lease comes to an end, whatever the reason, that doesn't mean your protections under the law cease to exist.
- In fact, there are plenty of laws governing your rights when you give notice to end a lease or want to get out for any reason, as well as when your lease ends because the building is sold.
- These laws also protect your rights to your belongings after you move out and tell you any entitlements you have when it comes to rent deposits you paid at the beginning of the lease.

### Eviction/Eviction processes of LTB

- Just like with a lease ending normally, your rights under the law don't end with eviction – whether it's “no fault”, meaning that the eviction is taking place without the tenant having violated their lease, or “with fault”, which can include reasons ranging from tenant conduct or rent non-payment. To enforce these evictions, landlords can apply to the LTB to get a notice or an order either threatening or ordering eviction, and can receive these by way of a hearing.

## Tenant applications to LTB

- However, landlords aren't the only ones who can apply to the LTB for help – tenants are free to do so too if their rights have been violated or if a landlord hasn't been fulfilling their responsibilities.
- Example: In Q2, we saw a scenario where two tenant roommates were fighting with one another, and one wanted to report the other to the LTB. This would not be possible, since the LTB only resolves disputes between landlords and tenants, not between tenants.

## Getting legal help

- And of course, you can seek help with all of this and more by seeking legal help in navigating speaking with your landlord or applying to the LTB for help.

# Facilitator's Package Scenarios



Have participants read the scenario on Slide 9 and brainstorm legal questions to consult on the Steps to Justice website. Have them compare their brainstormed questions with the list on Slide 10.

Start on the Steps to Justice question, "My landlord is harassing me. What can I do?" under **Laws that protect tenants**. Follow the steps from the landing page to answer the questions. The relevant steps are listed in brackets following the question.



## Scenario 1: Demonstration

My landlord is very rude to me and the other students who live in the apartment building he owns. He routinely yells at us over the phone and sends us emails threatening to raise the rent or have us kicked out if we do not clean the place. He is especially mean to the younger students. Last week, he came into our unit without warning and screamed at my roommate for leaving her laundry lying around in the laundry room. She broke down crying. This is too much!

**Start on the Steps to Justice topic, "Laws that Protect Tenants" with the question, "My landlord is harassing me. What can I do?"**

- What are some examples of harassment? (**Landing page**)
- What should this person do when they talk to the landlord about this problem? (**Step 1**)
- Why should this person talk to their neighbours? (**Step 2**)
- What government agency could this person contact for help if the harassment continues? (**Step 3**)
- What are some other resources that are available to tenants who feel they are being harassed by a landlord? (**Steps 4 and 5**)

## Discussion

There are many kinds of landlord behavior that can become harassment of tenants under the law. Among other things, this includes cutting off services like heat or electricity, entering the premises without the right to do so and discriminating against them because of personal characteristics like race or religion. If this happens, it is usually a good idea for the tenant to start by informing the landlord that what is happening is wrong, and that they want it to stop. If it continues, they should make notes about when and what kind of harassment has happened. They can write a letter explaining the details of the harassment and give a copy to the landlord as well as keeping a copy for their own records.

It is also wise to speak to other tenants to determine if the landlord is discriminating against a specific group of people in the building and to learn whether they are experiencing similar issues. If the problems continue, they can complain to the Rental Housing Enforcement Unit (RHEU). Some community legal clinics are able to provide legal support as well, and in cases of suspected discrimination, support may be available from the Centre for Equality Rights in Accommodation (CERA) or Human Rights Legal Support Centre (HRLSC). Depending on the severity of the harassment, tenants might consider applying to the Landlord and Tenant Board (LTB) to order the landlord to stop or contacting the police if they don't feel safe.



## Scenario 2

I'm a student renting a room off-campus and I have been pretty good about making my payments on time. However, I made a few late payments in the last couple of months and I'm running low on the cash I saved from my summer job. My landlord is now threatening to evict me. What are my options and how will this affect me?

**Start on the Steps to Justice topic, "Paying Rent" with the question, "What can happen if I'm behind in my rent?"**

- What can a landlord do if rental payments are late? (**Landing page**)
- If a landlord issues the N-4 Notice to end tenancy, and the tenant wants to continue living in the house, what could they do? (**Landing page**)
- What can someone do if they are temporarily unable to pay their rent? (**Step 2**)
- What can a tenant do if their landlord applies to evict them? (**Step 3**)
- Can not paying rent impact your credit score? (**Landing page; Step 4**)

### Discussion

Even if your rent is late by a single day a landlord has the right to issue a form called Form N4 - Notice to End your Tenancy Early for Non-payment of Rent. If the tenant wishes to stay in the unit, they can cancel the N4 by paying all the rent owed within 14 days of receiving the form (or 7 days if the rent is paid weekly). If they are unable to do so, they could seek interest-free loans from a rent bank or approach potential roommates to share the rent.

If a landlord applies to the LTB to have a tenant evicted, they can cancel the application by making the payment and covering the landlord's legal costs. They may also have to enter into an agreement with the landlord or attend a legal hearing. If they do nothing, the Board will probably make an eviction order against them. Non-payment of rent can be very serious. A landlord could report the overdue rent to a credit reporting agency. This can affect your credit rating and make it harder in the future for you to rent a place or get a loan.



## Scenario 3

I own a house that I rent out to students. The school year is about to start and there are many interested students who want to see the house. My current tenant is being difficult and won't let me show his room to prospective tenants, even though he is moving out. It is my house, so I'm just going to enter the house and show it to them anyway.

**Start on the Steps to Justice topic, "Privacy and Harassment" with the question, "Can my landlord come into my place whenever they want?"**

- Can a landlord enter their tenant's unit whenever they want? (**Landing page**)
- Is a tenant entitled to know why the landlord is entering the premises? (**Step 1**)
- What if the landlord wants to enter the premises and provides the tenant with no notice? (**Step 2**)
- Under what circumstances can a landlord show a tenant's room to prospective tenants? (**Step 2**)
- What should you do if a landlord enters the premises illegally and invades your privacy? (**Steps 3-5**)

### Discussion

Your landlord must respect your privacy, and repeated instances of invasion of privacy may constitute harassment. However, they do have the right to enter the unit if they have a legally valid reason, such as showing the space to potential tenants. Generally, even with a reason the landlord is required to give 24 hours' notice before entering, and even in situations where a landlord does not have to give 24 hours' written notice, a tenant still has the right to know why the landlord wants to come into their home.

There are some situations where entry without notice is allowed – like in the case of an emergency or, if it is part of the rental agreement, to clean the unit. A landlord can only show your room to prospective tenants between the hours of 8 am – 8 pm, and only after either you or your landlord has given notice or agreed that your tenancy will end. Although the 24 hour rule does not apply, they must try to let you know when they are coming.

If your landlord does not follow these rules and enters illegally, there are various steps you can take, including informing the landlord about your right to privacy, complaining to the RHEU, or applying to the LTB for illegal entry.





## Scenario 4

I am a student looking to rent an apartment in an expensive area that is popular with young professionals. I've met with several landlords, but shortly after viewing their properties they each told me that it was no longer available. I am starting to think that these landlords are discriminating against me but I am not sure how.

**Start on the Steps to Justice topic, "Renting a new place to live" with the question, "A landlord won't rent to me and I think it's because of discrimination. What can I do?"**

- What are some examples of discrimination in housing? (**Landing page**)
- Are there situations where a landlord can refuse to rent to you for discriminatory reasons? (**Step 1**)
- How can a tenant know they are being discriminated against? (**Steps 1 and 2**)
- What if landlords are advertising their properties as "mainly suitable for young professionals"? (**Step 2**)
- What steps should a prospective tenant take if they feel that they are facing discrimination? (**Steps 3 and 4**)

### Discussion

It is unfortunate that discrimination exists in rental housing. The law protects prospective tenants from being discriminated against because of protected social identities (like race or sexuality) and some kinds of life circumstances (like pregnancy or receiving social assistance). However, they can refuse to rent for any reason -including discriminatory reasons - if the tenant would be living in the same building as landlord or their family and would be sharing a kitchen or bathroom with them.

If you are not sure if you are being discriminated against, you can use an online tool available through the Human Rights Legal Support Centre to help figure it out. You can also try learning about whether the landlord has a history of behaving in discriminatory ways. Another strategy is to have someone who does not share your social characteristics try to rent the unit and see if the landlord treats them differently.

Discrimination in rental housing can happen in the way the property is advertised. To advertise that a unit is suitable for "young professionals" is a form of direct discrimination because it excludes people who are not young and employed. If you have been refused housing through illegal discrimination, you can approach the landlord first and inform them of their obligations under the *Ontario Human Rights Code*. If this does not work, you can apply to the Human Rights Tribunal of Ontario.



## Scenario 5

I share a unit in an apartment building with my buddy Xavier and we like to party! The other tenants never complained before, but last Saturday we had a ton of people over and I guess it got loud. On Sunday, our cranky landlord showed up and said she wants to evict us for disturbing the other tenants.

**Start on the Steps to Justice topic, “Eviction” with the question, “My landlord is trying to evict me for disturbing other people. What should I do?”**

- Can a tenant be evicted for having loud parties at night? (**Landing page**)
- If Xavier continues to have parties and I do not participate, can the landlord still evict me? (**Landing page; Step 1**)
- If I have disturbed the neighbours, can the landlord hand me an N5 form and evict me right then and there? (**Step 2**)
- If we give up our partying but I occasionally join Xavier for a glass of warm milk and a quiet late-night chat about world issues, can the landlord still say that we are causing a disturbance? (**Step 4**)
- If I continue to have parties with Xavier and the people living in the house across the street complain to my landlord, can I be evicted? (**Step 4**)

### Discussion

Noise is the source of many complaints in housing. Tenants can be evicted over noise, but only if they have received written notice from the landlord and have failed to correct the behavior after 7 days. In most cases the written notice will be form N5 - Notice to End your Tenancy For Interfering with Others, Damage or Overcrowding. You cannot be evicted on the spot – the N5 must be delivered at least 20 days before the landlord wants you to move out. Even if someone else in your household is the source of the disturbance, you can be subjected to the eviction process. You should inform the landlord that you are not responsible in writing and keep a copy. If the landlord applies for an eviction hearing you will have a chance to have your say, and the record could help.

The law says you can be evicted for “substantial” interference with the “reasonable” enjoyment of other tenants or your landlord, and the Landlord and Tenant Board has ruled that sounds like normal conversation are not “substantial interference”. You also cannot be evicted over a complaint from someone in a different building- the law says it must be the landlord or other tenants of the same building or complex who are being disturbed.



## Display: *Large Group Practice* Scenario 6

I have been renting in the same house for years. My landlord has always been super nice to me and the location is great: quiet, well-kept, and lots of pleasant neighbors. I am currently renting a room on the 2nd floor and I share the living room and kitchen with 3 other housemates.

A few months ago, I was hit by a car while crossing the street and suffered traumatic injuries to my back and tailbone. I am most likely going to be in a wheelchair for life. In order to enter the house, I would need the help of my housemates to lift me up the front and indoor stairs.

When I told the landlord what happened, he told me it would cost him too much money to put in ramps for my wheelchair. As a result, I used my own money to install a ramp on the front steps and an electronic stair lift that could bring me to the 2nd floor. The stair lift was quite expensive.

A few weeks ago, the landlord told me that some of my housemates have complained that the noise of my wheelchair on the ramp and the stair lift disturb their sleep. He said that he sympathizes with my disability, but he cannot allow my condition to interfere with my housemates' enjoyment of the home. He said if the disruption continues, he will evict me. This is causing me great anxiety – I do not want to be evicted for something I cannot control, especially from the home that I have grown so attached to.



## Scenario 6: Focus Questions

Students can draw from their learning to identify potential legal issues and questions to investigate. The main issues here pertain to 1) accommodation of disability; 2) discrimination; and 3) eviction. Students should explore these issues separately in order to conclude that the landlord in this scenario must try to accommodate this person's disability (which they have failed to do) up until the point that accommodation is causing undue hardship. In the absence of undue hardship, it is likely that the landlord is discriminating against the tenant for forcing her to purchase the assistive devices herself. In addition, given that the "disturbances" the landlord is relying on to threaten the tenant with eviction stem from her disability, it is likely that the landlord does not have a good enough reason – legally speaking – to evict her.

**Start from the topic "Laws that Protect Tenants – What are my rights as a tenant if I have a disability?" Consider question lines like:**

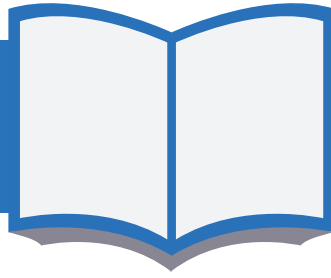
- What constitutes a disability? (**follow definitional link on Landing page**)
- What must a landlord do to accommodate a tenant with a disability?
  - Are there limits to what a landlord must do to accommodate a tenant with a disability?
- What if a landlord fails to accommodate a tenant with a disability? (**can also check topic – Discrimination and Human Rights**)

**Start from the topic "Eviction – My landlord is trying to evict me for disturbing other people. What should I do?" Consider question lines like:**

- What are examples of "disturbing other tenants"?
- What formal steps must a landlord take in order to evict a tenant?
- What constitutes a severe interference with tenants' right to enjoy the property?
- Should exceptions be made in the case where a disturbance is resulting from someone's disability?

# Participant Handouts

## Scenarios



### Scenario 1 Worksheet: Demonstration

My landlord is very rude to me and the other students who live in the apartment building he owns. He routinely yells at us over the phone and sends us emails threatening to raise the rent or have us kicked out if we do not clean the place. He is especially mean to the younger students. Last week, he came into our unit without warning and screamed at my roommate for leaving her laundry lying around in the laundry room. She broke down crying. This is too much!

**Start on the Steps to Justice topic, “Laws that Protect Tenants” with the question, “My landlord is harassing me. What can I do?”**

- What are some examples of harassment?
- What should this person do when they talk to the landlord about this problem?
- Why should this person talk to their neighbours?
- What government agency could this person contact for help if the harassment continues?
- What are some other resources that are available to tenants who feel they are being harassed by a landlord?



## Scenario 2 Worksheet

I'm a student renting a room off-campus and I have been pretty good about making my payments on time. However, I made a few late payments in the last couple of months and I'm running low on the cash I saved from my summer job. My landlord is now threatening to evict me. What are my options and how will this affect me?

**Start on the Steps to Justice topic, "Paying Rent" with the question, "What can happen if I'm behind in my rent?"**

- What can a landlord do if rental payments are late?
- If a landlord issues the N4 - Notice to end tenancy and the tenant wants to continue living in the house, what could they do?
- What can someone do if they are temporarily unable to pay their rent?
- What can a tenant do if their landlord applies to evict them?
- Can not paying rent impact your credit score?



## Scenario 3 Worksheet

I own a house that I rent out to students. The school year is about to start and there are many interested students who want to see the house. My current tenant is being difficult and won't let me show his room to prospective tenants, even though he is moving out. It is my house, so I'm just going to enter the house and show it to them anyway.

**Start on the Steps to Justice topic, "Privacy and Harassment" with the question, "Can my landlord come into my place whenever they want?"**

- Can a landlord enter their tenant's unit whenever they want?
- Is a tenant entitled to know why the landlord is entering the premises?
- What if the landlord wants to enter the premises and provides the tenant with no notice?
- Under what circumstances can a landlord show a tenant's room to prospective tenants?
- What should you do if a landlord enters the premises illegally and invades your privacy?



## Scenario 4 Worksheet

I am a student looking to rent an apartment in an expensive area that is popular with young professionals. I've met with several landlords, but shortly after viewing their properties they each told me that it was no longer available. I am starting to think that these landlords are discriminating against me but I am not sure how.

**Start on the Steps to Justice topic, "Renting a new place to live" with the question, "A landlord won't rent to me and I think it's because of discrimination. What can I do?"**

- What are some examples of discrimination in housing?
- Are there situations where a landlord can refuse to rent to you for discriminatory reasons?
- How can a tenant know they are being discriminated against?
- What if landlords are advertising their properties as "mainly suitable for young professionals"?
- What steps should a prospective tenant take if they feel that they are facing discrimination?





## Scenario 5 Worksheet

I share a unit in an apartment building with my buddy Xavier and we like to party! The other tenants never complained before, but last Saturday we had a ton of people over and I guess it got loud. On Sunday, our cranky landlord showed up and said she wants to evict us for disturbing the other tenants.

**Start on the Steps to Justice topic, “Eviction” with the question, “My landlord is trying to evict me for disturbing other people. What should I do?”**

- Can a tenant be evicted for having loud parties at night?
- If Xavier continues to have parties and I do not participate, can the landlord still evict me?
- If I have disturbed the neighbours, can the landlord hand me an N5 form and evict me right then and there?
- If we give up our partying but I occasionally join Xavier for a glass of warm milk and a quiet late-night chat about world issues, can the landlord still say that we are causing a disturbance?
- If I continue to have parties with Xavier and the people living in the house across the street complain to my landlord, can I be evicted?