

# Tenant Risk Management: From Inception to Termination



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## Screening Tenants The Basics

- LMR
- Rental Applications
- References
- Photo ID – Who is the “Tenant”?
- Date of Birth
- Bank Accounts
- “Offer to Lease” and “Acceptance”



## Screening Tenants The Frills

- Direct Debit
- No Pets Clause
- No Smoking
- Human Rights Issues
- Next of Kin/Emergency Contacts
- Insurance Forms; Utility Forms
- Personal Interview



## The Lease

- Incoming Inspection
- Legal Name and Address
- Industry Leases
- RTA “trumps” the lease
- Why have one?



## Risk Management

- Duty to Respond to Tenant Complaints
  - Maintenance - Request Form
  - Noise – Investigate – N5
  - Safety – Investigate – N7
  - “Enjoyment” – Investigate – N5
- Privacy Issues
  - *Wrona*
- Human Rights Issues
  - Accommodate



## Risk Management

- Disruptive Capital Work
- “the Board shall not order an abatement of rent if all of the following conditions are satisfied:”
  1. The landlord gave notice to the tenant or former tenant at least 60 days before the commencement of the work, or, in cases of emergency, as soon as was reasonable in the circumstances, concerning the work to be carried out.
  2. The landlord gave notice to any prospective tenant of a rental unit at the first opportunity to do so before the landlord entered into a new tenancy agreement with that tenant.



## Risk Management

- “the Board shall not order an abatement of rent if all of the following conditions are satisfied:”
- 3. The notice describes the nature of the work to be carried out, the expected impact on tenants and members of their households and the length of time the work is expected to take.
- 4. The notice was reasonably accurate and comprehensive in the circumstances at the time it was given.



## Risk Management

- “the Board shall not order an abatement of rent if all of the following conditions are satisfied:”
- 5. If there was a significant change in the information provided under paragraph 3, the landlord provided to the tenant or former tenant an update to the notice in a timely manner.



## Risk Management

- “the Board shall not order an abatement of rent if all of the following conditions are satisfied:”
- 6. The work,
  - i. is necessary to protect or restore the physical integrity of the residential complex or part of it,
  - ii. is necessary to comply with maintenance, health, safety or other housing related standards required by law,
  - iii. is necessary to maintain a plumbing, heating, mechanical, electrical, ventilation or air conditioning system,
  - iv. provides access for persons with disabilities,
  - v. promotes energy or water conservation, or
  - vi. maintains or improves the security of the residential complex.



## Risk Management

- “the Board shall not order an abatement of rent if all of the following conditions are satisfied:”
- 7. If required under the *Building Code Act, 1992*, a permit was issued in respect of the work.
- 8. The work was carried out at reasonable times, or if a municipal noise control by-law was in effect, during the times permitted under the noise control by-law.



## Risk Management

- “the Board shall not order an abatement of rent if all of the following conditions are satisfied:”
- 9. The duration of the work was reasonable in the circumstances.
- 10. The landlord took reasonable steps to minimize any interference resulting from noise associated with the work. O. Reg. 516/06, s. 8 (4).



## Withdrawal of Services/Facilities

- The Pool and Sauna
- Electricity
- Challenges of Sub-Metering
- The “Consent” Clause



## Above Guideline Rent Increases ("AGI's")...and Decreases

- What for?
- The Benefits
- The Risks
- Property Tax Decreases



## Damage Control

- The N5 – Eviction
- The "Inspection"
- Fire Safety Issues
- Damages without Eviction



## Termination?

- Arrears only?
- Eviction?
- Mediation?
- Consent Orders



## The Process of Termination

- Abandonment
- By Agreement
- By Application
- Adjournments
- “Default Orders?” – The Set Aside
- Disputes
- Terms of Orders



# Enforcement

- The Sherriff
- Garnishment
- Outgoing Inspection
- Damage



# Questions

