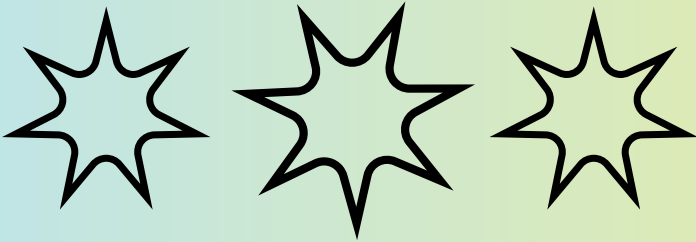


Eviction Resource

Authored by Alex Verman & Jasleen Johal · for Maggie's Toronto Sex Worker Action Project



law, an eviction can only happen if the landlord has an **eviction order** from the LTB. An eviction order must be taken to the **Sheriff** to enforce.

Note: A landlord cannot evict you suddenly or without the correct legal procedure. If you are asked to move out or given a notice or deadline by your landlord, you may not need to leave. In most cases, there is a hearing in which the tenant can participate and explain why they should not be unhoused. If you receive a notice or believe you are being evicted, you should first seek legal advice to determine whether you actually need to leave.

What is an eviction?

An eviction is when a person who lives in a rental unit is removed from their home. Not all evictions are legal, and in some cases, tenants who are covered by the Residential Tenancies Act can fight their evictions - but they must act quickly and seek legal advice right away. There may be ways to prevent or delay an eviction.

Evictions are the end result of a process; in most cases, this process begins when the landlord makes an application to the **Landlord and Tenant Board ("LTB")**, and it ends when the LTB makes a decision on whether a tenant must leave the unit. Under Ontario's housing

What is the Landlord and Tenant Board ("LTB")?

The **Landlord and Tenant Board** is a tribunal set up to make decisions on rental housing cases in Ontario based on the housing law, called the Residential Tenancies Act ("RTA"). At the LTB, decision-makers are referred to as "members" or "adjudicators"; to be clear, members are not judges. When a member decides a case at the LTB, that decision is legally enforceable. Applications can be made by tenants and by landlords. The Board will hear an application, as long as the issues raised are covered under the RTA.

Note: The LTB is not a court of law, it is a Tribunal with its own set of rules. Even so,

there are some similarities in procedure. For example, if a tenant has evidence they wish to share at a hearing, normally the evidence should be provided by a due date before the hearing. As another example, if something comes up and you cannot attend or complete your hearing, there are specific ways to ask that your hearing date be moved. If a hearing is scheduled, in most cases a Notice of Hearing will be sent before the hearing to all tenants and the landlord who are named as parties in the application. If you have a case before the LTB and want guidance on due dates and other responsibilities, or if you need legal representation, seek legal advice immediately.

WHAT IS A LEASE?

Anyone who lives in an apartment in Ontario where they pay rent and have no equity* is a tenant, and the terms of their living arrangements are set out in an agreement with the landlord called a lease. You can still be a tenant with rights and protections covered by the RTA even if you do not have a signed lease. The RTA sets out standard requirements of a lease that bind both landlords and tenants in Ontario. Extra terms

or requirements in a non-standard lease might be illegal or inappropriate. For example, if there is a clause that states that you agree to give up your right to go to the LTB if your landlord tries to evict you, but you have this right under the RTA, then a lease cannot take away this right. Before signing, you should review a lease carefully. If you disagree with or do not understand certain parts, you can consult a legal worker to review the document with you. If you signed a lease and your landlord has not given you a copy, consult a legal worker - you may be able to take action.

WHAT ARE THE NOTICE FORMS?

Before an eviction application is made to the Tribunal, a landlord is required to deliver to the tenant a formal Notice form (or N form) explaining the reason for the intended termination of the tenancy. In certain cases, these forms allow a tenant to fix or cease the reason for the eviction. If the landlord does not use the correct N form, or if a form is not delivered with the required amount of notice, an application cannot be made to the LTB until the correct procedure is followed. An eviction without the proper N form is not legal.

N4:	Notice to End your Tenancy Early for Non-payment of Rent	N4 Instructions
N5:	Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding	N5 Instructions
N6:	Notice to End your Tenancy for Illegal Acts or Misrepresenting Income in a Rent-Geared-to-Income Rental Unit	N6 Instructions
N7:	Notice to End your Tenancy for Causing Serious Problems in the Rental Unit or Residential Complex	N7 Instructions
N8:	Notice to End your Tenancy at the End of the Term	N8 Instructions
N11:	Agreement to End the Tenancy	
N12:	Notice to End your Tenancy Because the Landlord, a Purchaser or a Family Member Requires the Rental Unit	N12 Instructions

WHEN CAN I BE EVICTED?

According to the Residential Tenancies Act, the landlord must have a valid legal reason to initiate an eviction process, and the process requires proper documentary notice.

Here are some “legal” reasons for a landlord to seek eviction:

- Frequently paying rent late or missing payments altogether.
- You or your guests do something illegal in your unit or building.
- Causing excessive damage to the rental property or building.
- You or your guests unreasonably disturbing the landlord or other tenants in the building.
- Having too many people living in one unit.
- Lying about your income when you applied to rent the unit.
- The owner, or a member of their family, needs the apartment for their own use.
- The owner is destroying, renovating, or converting the building, requiring the unit to be empty, AKA “renoviction”

CAN I BE EVICTED FOR BEING A SEX WORKER?

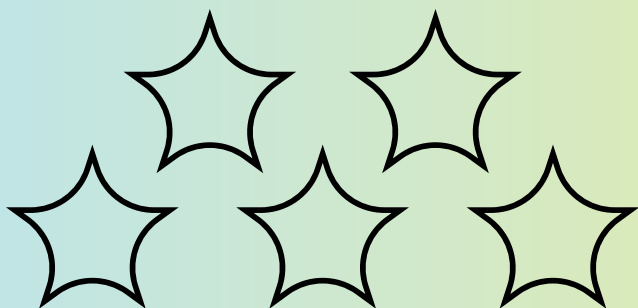
Officially, no. That is not a cause for eviction, and if that is the only reason your landlord offers, then you can and should fight it.

In practice, however, it is usually more complicated than that. If in the course of your work, you see clients at home, or if you have loud and disruptive guests, or if you are unable to pay rent, then your landlord may have legal cause to evict. You may believe that your landlord or neighbouring tenants are targeting you because you are a sex worker, and if this is true, it is useful to keep track of any documents, interactions, or differential treatment you face.

IT IS ILLEGAL FOR YOUR LANDLORD TO LOCK YOU OUT?

Under section 24 of the Residential Tenancies Act, landlords are legally required to provide replacement keys if they change or replace the locks for your building or unit. If you want to change or augment the locks for your own unit, you have to get the landlord’s consent first; practically speaking, your landlord is most likely to use their key to enter your unit only when they have a valid legal reason, such as to have repairs performed with proper advanced notice or to show the unit to prospective tenants after you have given notice of termination.

What do I do if the landlord locks me out? Tenants can apply to the Landlord and Tenant Board to deal with matters of bad faith



termination, maintenance issues, or to pursue other tenant rights. Practically speaking, you may have other strategies available depending on the size and nature of your landlord.

SEEING CLIENTS

Housing law does not cover whether or not you can see clients in your rental unit, but it does allow landlords to give a tenant notice where the landlord believes something is unreasonably disruptive or illegal. Canada's anti-sex work laws make it illegal for a client to buy your services; therefore, if a landlord discovers that you are having clients over for this purpose, they could argue that your "guests" are doing something illegal or unreasonably disruptive, and use this to give you a notice such as an N7. If you do not cease your business at home, they may proceed with an application to the LTB.

If you are being threatened with eviction for seeing clients in your unit - and for no other reason - and you have other safe alternative places for doing your job, one way the eviction process can be stopped is if you stop seeing clients at your home. In reality, this is not an option for most people. This puts you in a hard situation: not seeing clients at home can limit your options for making a living safely, but facing an eviction for a practice means that you may have to go to the LTB and that you face losing your home if you are not successful in defending your case. It is a good idea to seek a legal opinion at this point, to strategize and to determine your chances for fighting an eviction. Even if you feel like you

are not in a position to win, you may learn that you have a stronger case than you realized, or that you can at least buy time to determine your next steps. You may also learn about your own rights as a tenant, and possibly take action to pursue your own entitlements that your landlord has deprived you of. It is possible for sex workers to see victory at the LTB, but the LTB is not designed for sex workers' rights. Unfortunately, anti-sex work laws and over-broad housing law continue to make accessing your rights as a tenant more difficult. Just remember, acting as soon as possible and strategizing around your rights is vital - and in some cases, can help to stave off or defeat an eviction.

DISRUPTIVE GUESTS

In general, you are allowed to have guests in your home, so long as they are not there to do anything illegal, damaging to the property, or dangerous and they do not interfere with the landlord or other tenants' reasonable enjoyment of the residential complex. Your landlord has no legal basis to control who can visit you; if they do try, you should document carefully and seek legal advice, as they might be guilty of harassment. Tenants are entitled to have guests without any restrictions imposed by the landlord, even frequent overnight guests.

If your landlord confronts you about your guests, remember your rights. You are not required to answer your landlord's questions about your guest(s) and their personal information, or reason for being there. Practice this sentence:

“The Residential Tenancies Act grants me the right to have guests in my home. Your attempt to restrict my rights constitutes harassment.”

You can be held responsible for the disruptive or illegal activities of guests who you invite or allow into the building, even if you were not personally involved in the problematic conduct. As mentioned above, if you are issued an N7 form or a similar formal notice, the ideal option is to cease doing whatever problematic activity is the cause for the notice.

You are not responsible for the actions of someone who entered unlawfully or forced their way in. If a client or another person came in uninvited, you cannot be held responsible for their actions.

Often, when you have a positive relationship with neighbours and/or your landlord, the LTB is more likely to be a last resort to deal with disputes, and matters do not escalate as quickly. Being proactive with your neighbours is not always going to help, but where it does seem viable, it rarely ever hurts to have this in your toolkit. For example, providing notice to your neighbouring units as a courtesy if you are having a “few friends” over late on a weeknight, or offering them the chance to contact you directly (rather than the landlord) if they want to raise anything with you. Finally, taking proactive steps can mean soundproofing in your unit or minimizing noise late at night, and laying out ground rules which you ask your guests to follow (e.g. use

ashtrays) to minimize risk. That said, neighbour complaints can sometimes be rooted in prejudice or discrimination, and it is not always safe, useful, or desirable to try to know your neighbours.

HARASSMENT AND APPLICATIONS FOR TENANTS RIGHTS

Knowing your rights can help you to enforce your boundaries. For example, if your landlord shows up without notice, you do not need to let your landlord enter your unit unless there is an emergency. One of the rights that landlords often encroach on when pursuing their tenants and trying to “build a case” is the right to reasonable enjoyment of your rental unit, free from harassment, coercion, obstruction, threats, or interference. In all cases, you should be careful to document any disruptive behaviour or interactions with your landlord in case you need to refer to it later. With a clear case, you may wish to proceed with an application to the LTB called a T2.

If the eviction process has not actually started, the landlord is not able to legally kick you out; even so, they may try to make you feel unwelcome, unsafe, or like you have no other options. This situation can sometimes lead to harassment: if your landlord raises their voice, starts impugning or insulting you personally, threatening you, or physically touching or intimidating you, this is harassment. If your landlord is making you feel unsafe, bring it up in writing to your friends, colleagues, and any service providers people as you can, and gather evidence. Make sure to record every interaction you have with the landlord and

yourself, in writing or on video. If you feel the situation is escalating or you are feeling emotional or triggered by your landlord's behaviour, do not stick around and be aware that your comments and behaviour may reflect on you.

Another tactic landlords may use to interfere with your enjoyment of the unit is to discontinue your access to amenities like a laundry room or backyard, to try to raise your rent above the legal limit, or to refuse to perform repairs in your unit. There are various tenants' rights applications which address these issues, and you may wish to seek legal advice to help when deciding whether to proceed.

WHAT IF I GO TO THE LTB?

It is important to feel prepared, which usually means seeking legal advice, even if you intend to represent yourself. If you choose not to get advice, you can still get brief advice from tenant duty counsel at the LTB on the day of, if you request it. An important question is: what's your ideal outcome? For example, do you want to stay permanently, or just a little longer? A good follow up (and one that is good to ask a legal worker) is: how likely am I to get my outcome?

Before your hearing, you may be given a chance to try to "settle" in a early resolution session with your landlord and a designated person from the LTB. Saying yes to this does not mean you forfeit your right to attend the hearing, but it gives you a chance to learn

more about the landlord's case and their demands, and whether there is any opportunity to come to an agreement. Usually, at the LTB, there is a similar opportunity to mediate for those who are waiting for their hearings; if you are interested, you simply sign up and see if your landlord agrees to mediate. Similarly, if you cannot come to an agreement, you proceed to the hearing.

For your hearing, you must compose arguments - these usually include:

- Any errors in the application or formal notice that you disagree with. If the landlord did not follow the correct procedure, you should explain what you think they did wrong.
- A summary of what happened. While being concise, focus on important facts or details that relate to the eviction, especially ones that you disagree with. For example, if your landlord thinks you're acting "suspicious," is there an alternative explanation for those actions? Is there any proof of the story that your landlord is alleging? Has their behaviour crossed a line? This kind of note-taking is a good practice generally for confusing, conflictual situations, but it's especially important if you end up dealing with the law.
- Any relevant law or legal cases (other legal decisions that are published online on websites like CanLII) that you are going to use - remember, if you use any law or legal cases, they should be relevant to your situation. If you are

unsure what is relevant, you can seek legal help with this;

- If you have proof of your version of events, you should include it. Depending on the reasons for eviction, and any counter-arguments you have prepared, evidence can range from text messages, pictures, and recordings, to copies of documents you have received, to letters of support or medical evidence. You can ask other tenants in your building to provide signed letters from other people in your building confirming the landlord's conduct is in bad faith (e.g. proof of other illegal evictions) or saying you're a good neighbour, provide proof of a civilian job, timely rent payment, and good conduct. If the landlord is bothering other people in the building, be sure to raise this, especially if those people have something in common with you that lines up with an established category of prohibited discrimination under the Ontario Human Rights Code, such as gender, race, or sexual orientation.
- Where appropriate, you may have witnesses you can question during your hearing. Be aware, any witnesses can also be questioned by the landlord or their legal representative.

Note: Normally, you must prepare and submit your evidence a certain number of days in advance. You will also have a chance to review the evidence the landlord intends to rely on shortly before the hearing. Normally, evidence is critical to support any arguments you make,

as it can be used to poke holes in the landlord's story, and help show decision-makers your side.

Evictions are scary, and sometimes stress can make it hard to focus on what the Tribunal needs. Taking notes and keeping track of your own personal story will keep you focused and consistent. Tribunals like paper trails, and they like reliability. The point of this exercise is to ensure consistency and comfort, so the LTB understands that you're someone they can trust.

To win you need to prove to the LTB member that, on a balance, your reason for not granting the eviction is valid. Depending on how strong your case is, even if the landlord has a valid reason to evict you, you may be able to negotiate a settlement that allows you to stay in your unit longer than the proposed termination date, to work out a solution that voids the eviction, or to agree to a payment plan (it is strongly advised that you seek legal advice if you choose to do a payment plan).

WHAT IF I CAN'T PAY MY RENT?

Non-payment of rent can be a grounds for eviction, but it may be cancelled or delayed. Depending on the reasons you are unable to pay rent and your ability to pay going forward, there are different things you should know. First, consider what stage you are at - if you have received a formal notice or multiple notices, or if you have received a notice of hearing, you should seek legal counsel for more information. If you have already received an order from the LTB stating that your

tenancy is terminated due to rent arrears, seek legal advice urgently to talk through any options left. Once the sheriff arrives, the decision cannot be challenged, and your tenancy is ended.

RENT BANKS

For those experiencing one-time or rare financial issues, like an unexpected medical expense, rent arrears might be easier to “catch up” with than a situation where you are no longer able to pay your rent on time or at the agreed rate for the foreseeable future because of, for example, prolonged unemployment. For one-time occurrences, you may be able to tap into a local rent bank and access one-time assistance to help to catch you up, even up to and sometimes right after the hearing stage. If you receive provincial social assistance, you may also be able to talk to your caseworker about the housing stabilization fund. Whatever the situation, if you have never signed a payment plan and your landlord wants you to enter into an agreement, before signing, consider that this may be to the landlord’s benefit and not yours, and seek legal advice.

PAYMENT AGREEMENT

If you are offered a payment agreement, you do not have to sign this agreement - proceed with caution and consider your options, as there are additional risks once you have signed. If you are at the hearing stage of the eviction process and have no other options, a payment plan can buy you time to repay the rent you owe, but it can also make it easier for

your landlord to evict you if you fail to pay the agreed amount at the agreed time going forward. Once you sign, the LTB issues a consent order based on the payment agreement, and any pending hearing is cancelled. This LTB consent order usually states that, if you fail to pay the right amount on time, the landlord may make an application to reopen the hearing, in which case you may be give an order to pay an amount and be evicted suddenly, depending on the type of application.

If your income is variable and you are not sure how much you will be able to afford month-to-month, push for a long repayment plan that allows you to make small payments in addition to your rent every month. If your landlord opposes this, you may argue before the Board or a Board Mediator that it would be unfair for you to be evicted simply because you are unable to afford a more aggressive repayment plan. You may want to talk to a lawyer if you go this route.

If you receive income from any form of social assistance (ex. OW, ODSP, child tax rebates, etc.) which come in late occasionally and impact your ability to pay rent on time, you may argue that this ground for eviction is inherently discriminatory on the basis that it penalizes you for receipt of social assistance, a protected ground under the *Human Rights Code*.

Maggie's Toronto Sex Workers Action Project

WHO WE ARE

We are one of Canada's oldest by and for sex worker justice organizations. Our mission is to advocate and fight for the rights of all sex workers in society, by offering a wide variety of services, educational resources, and creating community so that we may live and work with health, safety, and dignity. We believe in the full decriminalization of sex work and believe it is a crucial step towards sex worker justice.

We offer supportive programming for sex workers including weekly drop-ins, harm reduction services, outreach programs, legal supports and broader advocacy including food security efforts, public health initiatives and educational workshops for sex workers.

Learn more about our work and upcoming projects at maggiesto.org or check us out on instagram @maggiestoronto. You can reach us through email at info@maggiesto.org.

Document designed by Sultana Bambino
(samantha-garritano.com)