

Ontario landlords lost and what landlords should have done

The rules changed. Here's what actually gets landlords burned.

Quick one this month — five changes to the Residential Tenancies Act land September 21st, and the version you'll see in reels ("faster evictions!") is exactly the version that gets people into trouble. So here's the plain-English breakdown, plus real Ontario cases where landlords followed instinct instead of the rules — and paid for it.

Who this is for: if you're a first-time or small-portfolio investor buying in Milton, Oakville, Burlington, Mississauga, Brampton or anywhere else in Halton–Peel, this is written for you specifically.

START HERE

Predictability is the product. Speed is the marketing.

Several things that used to be decided case-by-case — at the discretion of whichever adjudicator you drew — are now written down as fixed tests. That's genuinely useful: you can finally underwrite a worst case instead of guessing at one.

But every one of these changes still runs through the Landlord and Tenant Board, and the LTB is unforgiving about paperwork. Most landlords don't lose because the tenant had a better argument — they lose because the notice had a wrong date, a wrong amount, or a missing detail.

The rules got more predictable. Not more forgiving.

AT A GLANCE

The five changes, in one breath:

N4 notice · 14-day minimum drops to 7 (for notices served on/after Sept 21)

N8 / persistent late · now a fixed test — 3 times, more than 7 days late, in 6 months

Section 82 · tenant must pay 50% of arrears, 7+ days before the hearing, to raise issues

N12 own-use · give 120 days instead of 60, and the month's compensation is waived

N13 renovation · tighter documentation duties around the right of return

01 THE 7-DAY N4 — FASTER TO SERVE, JUST AS EASY TO GET WRONG

For non-payment notices served on or after Sept 21, the minimum termination period drops from 14 days to 7. That's the whole change — the termination-date math. It still isn't an eviction order, and the amount claimed has to be rent only, never fees or damages.

Real Case

A landlord's N4 claimed arrears for a month the tenant had already paid. By the hearing date the tenant genuinely owed more — didn't matter. The notice was defective the day it was served, and the Board dismissed the whole application.

Lesson: The notice is judged as of the day you served it. Being right about the money later doesn't repair a wrong notice.

02 PERSISTENT LATE PAYMENT FINALLY GETS A DEFINITION

The new test: rent unpaid more than 7 days after due, on at least 3 occasions in 6 consecutive months. Not "late three times" — *more than 7 days* late, three times.

Real Case · LTB-L-021065-23, North York

A landlord alleged persistent late payment spanning over a year — but he'd been quietly accepting the late payments the whole time. The Board found his own conduct implied consent, and dismissed the eviction.

Lesson: Accept late rent quietly for a year and you may have re-written your own lease by conduct. If you accept it, say so in writing — every time — that it was late and the due date hasn't changed.

03 THE 50% ARREARS RULE — A REAL BARRIER TO STALLING

A tenant who wants to raise maintenance or harassment issues (s.82) at a non-payment hearing now has to pay 50% of the arrears claimed, at least 7 days before the hearing. It doesn't remove their rights to file separately, and it doesn't fix a building with real problems.

Real Case · Thunder Bay, 2025–2026

Rent went unpaid from April 2025. The tenants' s.82 claims were found insufficient to deny the landlord's application — he won on the merits. But the hearing was adjourned for capacity reasons, and the file was still being reviewed in early 2026. Final order: roughly \$17,786 owed, ten months later.

Lesson: This is the good outcome. The 50% rule makes a stall harder — it doesn't make the Board faster. Model a non-paying tenant as 6–12 months of carrying costs, not weeks.

04 THE 120-DAY N12 TRADE — THE PRICIEST MISTAKE IN THIS LETTER

Give 120 days' notice for own-use instead of the standard 60, and the one month's compensation you'd normally owe is waived. But two things people skip: it only applies to landlord/family own-use (s.48), not a purchaser's own use (s.49) — and the eligible-family list is narrower than people assume (siblings don't qualify). Re-rent within 12 months and bad faith is presumed — the burden flips to you.

Real Case · Windsor

A renter of roughly eight years was evicted in bad faith — twice, in 2021 and 2022. The Board ordered the landlord to pay her more than \$16,000, plus a \$5,000 administrative fine. The case took about two years to be heard.

Lesson: On a \$2,600/month tenancy, a proven bad-faith finding can top \$31,000 in compensation alone — before a separate fine of up to \$50,000. The month you saved with the 120-day route is about 3% of what a bad-faith finding costs.

05 RENOVATIONS — ONTARIO IS NOW HANDING OUT SIX-FIGURE FINES

N13 renovictions carry tighter documentation duties now, but the core rule hasn't changed: if a tenant gives written notice before moving out that they intend to return, you have to offer them the unit back at their old rent once the work's done.

Real Case · Hamilton, 2025

A landlord was found guilty on four counts of knowingly denying tenants their right of first refusal — \$25,000 per count, \$100,000 total, payable within two weeks. The court explicitly cited general deterrence in sentencing.

Lesson: This is prosecution, not a tribunal dispute — it doesn't require the tenant to file anything. The renovate-and-re-rent-at-market playbook from 2019 is exactly what 2026's enforcement was written to close.

THE UNDERWRITING VERSION OF ALL THIS

These changes make your worst case shorter and more knowable. They don't make it cheap or fast.

Assume one bad tenancy costs 6–12 months of carry, a few thousand in paralegal fees, and no recovery of arrears — and you'll be fine. Assume a 7-day notice means a 7-day exit, and you won't be. Winning and collecting are two different things: an unpaid LTB order still has to go through Small Claims Court to enforce.

WHAT GOOD LANDLORDS IN THIS MARKET ACTUALLY DO

— **Screen like the process is slow** — because it is. Full credit, employment verification, and prior landlord references you actually phone.

— **Keep a rent ledger from day one.** Due date and paid date, every month, in writing.

— **Never accept late rent silently.** Email every time — payment received, rent was late, due date unchanged.

— **Fix maintenance fast and document it.** Every unresolved repair is a future abatement claim sitting in your arrears file.

— **Use a licensed paralegal for your first notice.** A few hundred dollars beats losing four months to a wrong date.

— **Hold a reserve.** Six months of PITI plus condo fees, per door, is the number that lets you sleep.

LET'S TALK

Rules are general. Deals are specific.

What a Milton freehold townhome with a legal basement suite does to your cash flow is a completely different question from what a Mississauga condo does. If you're weighing your first rental in Halton or Peel, I'll run the real numbers with you — purchase price, realistic rents, carrying costs, and a stress-tested downside.

Got a question about your specific situation? Just hit reply — this inbox goes straight to me.