

Renting a Condo: TENANT FAQs

What is the basic difference between renting a condo vs. a rental building?

	CONDOMINIUM	RENTAL BUILDING
LANDLORD	individual investor	landlord owns entire bldg
TENURE (SEE NOTE 5 BELOW)	can be precarious over time	renewals offered routinely
AMENITIES	can be extensive	usually limited
FEATURES	modern (laundry + A/C)	most lack modern features
FINISHES	newer and more modern	somewhat dated

Who pays the condo fee? The landlord is responsible for paying the condo fees. Tenants are usually responsible for cable, phone and utilities which are NOT included in the condo fee. For example, if a condo fee includes water then the landlord will be paying for this utility through condo fees payments. If hydro is NOT included in the condo fee, then the tenant will pay.

Who do you call if there is a problem in a condo? Rental buildings usually have a superintendent to handle issues. In a condo, if there is an on-site superintendent, he or she usually works for the condo corporation and NOT the individual owners. Renting a condo is a little “messier”. If you use an agency or are dealing directly with the owner, make sure you determine who the contact person is.

Security of Tenure? For how long can I rent a condo? You are renting from an individual investor NOT a big company. Beyond your original lease arrangement, your security of tenure may be limited. It is always a possibility that a private landlord may want to sell and or move into the unit himself when your lease expires. People looking for long term security should consider looking at actual rental buildings. Alternately, enquire about the long term goals of the condo owner/landlord/investor. You are still protected under the provision of the **Residential Tenancies Act (RTA)** for notices including reasons to vacate.

What if the owner wants to sell? What are my rights? Should your landlord want to sell, he/she can do this but subject to honouring your lease. That is, landlord can sell, but the new owner “inherits” you as a tenant if he/she closes during the currency of your lease. According to provincial legislation, a landlord cannot evict you prior to your lease expiry for the purpose of selling. He can still offer the property for sale, but as stated, he cannot offer vacant possession until the end of your lease or unless you agree to an earlier date. Any landlord is obligated to give you 60 clear days notice from a payment date ahead of your lease expiry. In order for a landlord to serve a tenant with such notice they must have a firm agreement of purchase and sale for the property. Note: If your rent a condo AND your landlord offers the property for sale



during your tenancy, there will be the question of showings and making the property available for viewings from prospective buyers.

What happens at the end of my lease? At the end of your lease if you have not renewed you will then automatically enter into a month to month tenancy. You will still be considered a tenant and all tenant/landlord obligations under the **Residential Tenancies Act (RTA)** remain in effect. <https://www.ontario.ca/laws/statute/06r17>. You will continue to pay your rent on the payment date that was outlined in your lease agreement. For example, if you paid your lease on the 1st of each month then you will continue to pay at this frequency. When in a month to month either party is required to give 60 clear days notice from a payment date to terminate the tenancy.

There is a condo rule of no smoking on the balcony, but I'm not an owner. Do I have to adhere to this rule? Yes, you are required to abide by all the rules set out by the condominium.

Keys, fobs and garage door openers -these belong to the unit owner. What if I lose some of them? All property keys given to a tenant should be returned when vacating a property. A tenant can be held responsible for lose. Keys, fobs and garage door openers can be costly. A key exchange form acknowledging receipt of these items is often used to prevent misunderstandings.

What about security deposit/rent deposit? Once you decided to rent a condo, a landlord can legally collect; at most, the equivalent of one month's rent as deposit. It is illegal for a Landlord to collect a security deposit. Deposits for keys can be taken if refundable and can be no more than expected key replacement cost.

What about damages at the end of my tenancy? Normal wear and tear is expected and is the responsibility of the landlord. You are expected to leave the property clean and in "broom-swept" condition when you leave. A good rule of thumb is "leave it as you found it". If you damage or abuse the premises you will be expected to fix it. Damage or abuse would be items such as damaged floors, broken items or large holes made in walls to mount a T.V.

What if I need to move prior to the end of my Lease? What are my options? According to the **Residential Tenancies Act (RTA)** you do have the right to sublet the unit at your expense. However, the Landlord has the right to approve the new tenant but cannot unreasonably withhold his permission nor refuse your request to sublet. Many landlords and tenants will negotiate an exit plan that is mutually agreeable. <https://www.ontario.ca/laws/statute/06r17>

Do I have the use of all of the amenities? Yes, as a resident of the condo building you do have access to all the available amenities and are expected to treat the facilities and follow all rules as if you were an owner.

What restriction is there on decorating? Can I paint? Restrictions on decorative changes are usually stated in a clause in your lease; for example, a tenant can ask for permission to paint a unit but the colour and contractor for service may be restricted. A landlord may have it stated that you use their own preferred contractor and that you only choose from approved standard colour samples.

What about pets? This depends on the buildings pet rules and these are enforceable. There are pet free buildings and/or restrictions on weight class so be sure to check the condo corporations rules on pets before entering into a lease. Many landlords prefer non-pet tenants.

BBQ's on balconies? Most BBQ's are NOT allowed, except on larger terraces which will allow the BBQ to be placed a sufficient distance from the exterior wall (to meet local code requirements). <https://www.burlington.ca/en/services-for-you/Barbecuing-on-Balconies.asp>. Instead many buildings provide residents with a specific BBQ area as part of the condos common areas.

The condo we like has one parking spot. Can I park my second car in the visitor's area? Usually, you cannot park in visitor parking. Often the condo management office may know of a unit owner with an extra spot and they may be willing to rent it out monthly for a fee. If you are dealing with an agency for the rental, they can help you. Often condos have building bulletin boards or notices to unit owners and you can find such a posting for a rental of a parking space in these areas. In some municipalities you can get a monthly Green P Parking permit and park off site in a neighboring parking lot or have street permit parking. Visit <https://www.burlington.ca/en/services-for-you/resources/Parking/Residential-Parking-Permit-Application.pdf> for details.

What are the move in requirements such as booking the elevator? In order to move into a condo you must request a date and time in order to book/reserve a service elevator which usually has access from a loading area at the rear of the building. This is always subject to availability, so advance booking is recommended. There will also be time constraints (usually 3 hour lots). Moving large items from the underground is not appropriate.

What about rent increases? Your landlord has the right to increase your rent annually. Depending on the age of the building, the rental increase can vary as per rent controls. The rental increases <http://www.sjto.gov.on.ca/lrb/faqs/#faq3> are set out by **The Ontario Ministry of Municipal Affairs and Housing**. A Landlord can only increase rent once every 12 months and must give a clear 90 days written notice from a payment date before the increase can take effect.

Insurance: who insures what? Condominium corporations carry insurance for the common elements and the building. Individual owners should have insurance for the basic unit +



betterments and improvements. A tenant should have a tenant's insurance package in place for their contents and belongings. Many landlords insist that a tenant carry liability insurance as well and will ask for a valid copy of such insurance before allowing a tenant to occupy.

Options for paying rent

1. Post-dated cheques (cannot be insisted but usually more convenient for both parties)
2. Electronic money transfers (becoming more popular for tenants & investor owners)
3. Delivery of one cheque at a time (not usually recommended)

Is there some where I can call with questions I have as a Landlord or Tenant?

A landlord or tenant can contact the Landlord and Tenant Board at:

<http://www.sjto.gov.on.ca/lrb/contact/>

Toll free: 1-888-332-3234

Toronto area: 416-645-8080

TTY: Call the Bell Relay Service at 1-800-855-0511