



06-10 Landlord and Tenant Disputes

Status: Amended

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Rationale

This Procedure provides guidance for police officers when responding to landlord and tenant disputes. Police officers are primarily responsible for keeping the peace, but must be aware that offences may occur that require prompt enforcement action.

Procedure

Residential Tenancy

The *Residential Tenancies Act* establishes the rights and obligations of landlords and tenants who have entered into a tenancy agreement (written, oral or implied) for a residential premises.

The *Residential Tenancies Act* establishes offences concerning

- holding of tenant's property
- withholding of vital services
- improper entry into premises
- alteration of locks
- "key" money.

Under the *Residential Tenancies Act*, residential premises means any premises used, or intended for use, for residential purposes, but does not include

- premises whose occupants are required to share a bathroom or kitchen facility with the owner/owner's family, where the owner/owner's family lives in the same building in which the premises is located
- public accommodations such as hotel, motel or inn (refer to the *Innkeepers Act*)
- non-profit co-operative housing occupied by owners

and therefore are exempt from the provisions of the *Residential Tenancies Act*.

In addition to investigating and taking action in relation to any new criminal offence, prompt enforcement action shall be taken in all cases in which there is any breach of

- a Bail condition
- a Probation Order, Parole or Conditional Sentence
- a Recognizance to Keep the Peace
- a Restraining Order (Family Law Act and Children's Law Reform Act)
- the Trespass to Property Act
- any other court order.

Courts of Justice Act

Subsection 141(2) of the *Courts of Justice Act* obligates a police officer, when requested, to accompany a Sheriff and assist in the execution of any order of a court arising out of a civil proceeding and enforceable in Ontario, including an Order Terminating Tenancy, if the Sheriff believes that the execution of the order may give rise to a breach of the peace.

Police Officer

1. When investigating a complaint from a landlord or tenant shall
 - prevent a breach of the peace
 - advise both parties it is a civil dispute
 - provide the telephone numbers of the appropriate resource agencies [e.g. Landlord and Tenant Board (LTB)]
 - assist a tenant with emergency housing, if applicable
2. Where a landlord has served a “Notice to Terminate a Tenancy” and the tenant is still occupying the premises shall
 - advise the landlord to seek an “Order Terminating Tenancy” from the LTB
 - ➔ *The “Notice to Terminate a Tenancy” is an LTB form and can be served personally, by regular mail or placed in the mailbox. Posting a copy of the form, on the occupant's door, is not deemed an appropriate method of service.*
 - comply with item 1
3. Where the tenant is still occupying the premises after having been served an LTB Order Terminating Tenancy shall
 - advise the landlord to file the Order Terminating Tenancy with the Sheriff's Office e
 - comply with item 1
4. When requested to accompany a Sheriff and assist in the execution of an Order Terminating Tenancy shall ensure there is no breach of the peace.

Commercial Tenancy

The *Commercial Tenancies Act* establishes the rights and obligations of landlords and tenants who have entered into a tenancy agreement (written, oral or implied) for a commercial premises.

This *Commercial Tenancies Act* makes a clear distinction between a residential and a commercial tenancy. The most obvious and basic distinction being that in a residential tenancy the landlord has no right to impose distraint for rent arrears, while in a commercial tenancy the landlord does have some right to impose distraint.

Police Officer

5. In circumstances involving a commercial premises where the landlord has changed the locks shall
 - prevent a breach of the peace
 - confirm that at least 15 days have passed from the time the rent was due

- ensure the tenant is allowed temporary access to retrieve personal effects and/or tax records
 - ➔ *No notice to the occupant is required in this circumstance.*
- 6. In circumstances involving a commercial premises where the landlord is intending to take possession of property in lieu of rental money owed shall
 - prevent a breach of the peace
 - ensure that a notice advising the occupant of the owner's intent to seize property has been given the occupant at least 15 days after the date the rent money was due
 - ➔ *Such notice may be served personally or posted on the premises. Further, there is no formal notice and may be written in the owner's own words.*
- ensure at least 5 days have passed from the date the notice was served if the landlord has seized property

Supplementary Information

Governing Authorities

Provincial: Commercial Tenancies Act; Courts of Justice Act; Innkeepers Act; Residential Tenancies Act.

Definitions

For the purposes of this Procedure, the following definitions will apply:

Distrain means seizure of chattels to:

- make a person pay rent, etc.;
- meet obligations, or;
- obtain satisfaction by their sale.

Vital Services means:

- fuel, hydro, gas or hot or cold water, and
- heat during the period of September 1 to June 15.

[Source: Municipal Code 835; ss. 4(1) *Residential Tenancies Act*, O.Reg 516/06].

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