



KNOW YOUR RIGHTS

Don't be pushed around!

Do you rent an apartment on King Street or nearby? You may be facing displacement.

The City of Hamilton and Metrolinx are evicting people and tearing down buildings to build the Light Rail Transit train. Other landlords are pushing people out to jack up rents as neighbourhoods near the LRT become trendy through 'renovictions' and other bogus tactics. Landlords are harassing tenants and refusing to make repairs in an effort to push people out.

What can we do as tenants? Learn our rights, get to know our neighbours, and work together to force landlords to do the right thing and treat tenants fairly. Here are a few situations you may be facing, what your rights are, and what you can do about it.



I live on King Street. How do I know if Metrolinx has purchased my building or plans to purchase it?

Contact King Street Tenants United. We have a list of all of the properties Metrolinx has bought and plans to buy. We can let you know if your building is affected and help you figure out next steps.

I live on King Street. My landlord is trying to get me to move out because they get more money for the building from Metrolinx if they sell it vacant rather than tenanted. What can I do?

Your landlord cannot evict you just by telling you to move out or by sending a letter telling you to move out. If this happens to you, you can ignore it.

First, the landlord must first send you an N-notice, wait until a period of time has passed (this will be on the notice as a "termination date"). Then, they have to schedule a hearing with the Landlord and Tenant Board. You do not have to move out until you are ordered to do so by the adjudicator at the Landlord and Tenant Board. At the hearing, the landlord will have to prove the claims they made in the N-notice

and you have an opportunity to respond and tell the adjudicator why you should not be evicted. The adjudicator will only issue an order to evict a tenant once they have held this hearing in person and made a decision.

When ownership of a building is transferred from one landlord to another (e.g., from your current landlord to Metrolinx), a tenant does not have to move. Your lease carries over and you have every right to stay on as a tenant at the same rent and with the same lease terms as before. If your new landlord asks you to sign a new lease, you do not have to. Make sure to read over the terms of the new lease carefully to make sure nothing is different than your old lease.

I live on King Street. My landlord is trying to get me to move out, maybe because Metrolinx wants to buy the building. My landlord wants me to sign an N11 Form. What should I do?

The N11 Form (“Agreement to End the Tenancy”) is a form stating that the landlord and tenant both want to end a lease, and has to be signed by both of them. You do not have to sign the N11 unless you want to. If you want to stay in your unit, you can refuse to sign the N11.

If you do agree to end your lease, you and your landlord together have to agree on a termination date, the date you must move out by. If you do not move out by the termination date, the landlord can apply to the Landlord and Tenant Board to evict you.

Super shady landlords will sometimes push vulnerable tenants into signing this form without the tenant’s full knowledge of what they are doing. Landlords will try to take advantage—of immigrant tenants who do not have a strong understanding of English, people who have trouble reading (especially legal jargon!), and people who do not know their rights. It is very hard to cancel the termination once you sign the N11, so think carefully before doing this.

I live on King Street. My landlord is trying to get me to move out, maybe because Metrolinx wants to buy the building. My landlord said he will give me money if I agree to end my lease (“cash for keys”). What should I do?

Landlords will sometimes offer tenants cash buyouts in exchange for ending a tenancy, sometimes thousands of dollars. If you agree to the deal, the

landlord will probably get you to sign an N11 form as well, formally agreeing to end the tenancy (see above).

Why would your landlord offer you money? It could be because the landlord believes they could charge more rent if they kick you out and bring in a new tenant at a higher rate. It could be because the landlord wants to sell the building, and knows they can get more money if it is vacant rather than sold with tenants. It could be because the landlord doesn’t want to go through the long and expensive process of trying to evict a tenant “through proper channels” by filing the correct notice, applying to the Landlord and Tenant Board, scheduling a hearing, and waiting for the order from the adjudicator.

It’s worth doing the math before accepting the buyout. Will I be able to find another apartment at the same rent as I am paying now? Will I have to pay extra for water, heat, hydro, parking, etc. at a new apartment? How much will it cost to move? Will I lose my eligibility for Ontario Works or Ontario Disability Support Program payments because I got this large sum of money? In most cases, it’s not worth taking the buyout. Some tenants in the King St. area worked together with their neighbours to fight for a better deal—contact King Street Tenants United if this is something you would like to do.

Average rents in Hamilton (2018)

| Bachelor | 1 Bedroom | 2 Bedroom | 3 Bedroom |
|----------|-----------|-----------|-----------|
| \$806 | \$907 | \$1,158 | \$1,373 |

December 2018. Rental Market Report: Hamilton Census Metropolitan Area. Canada Mortgage and Housing Corporation.

I live on King Street. My landlord is ignoring me and refusing to make repairs or deal with pests in my building. I think this may be because Metrolinx plans to buy the building and tear it down, so my landlord doesn’t want to spend any money on it. It may also be because my landlord thinks I will get so frustrated, I will move out, and then they can sell the building more easily. What should I do?

You have the right to live in a safe, healthy home in a good state of repair. In sections 20 and 22 of Residential Tenancies Act, it says it’s the landlord’s responsibility to maintain the unit and address any disrepairs or pest infestations.

If you haven't already, tell your landlord in writing (work order, letter, email, text) about the disrepair problems and what you would like the landlord to do about it. Do not feel ashamed if you have rodents or pests in your unit—this is something many tenants face. Once you alert your landlord to the problem, they are legally required to treat the unit until the problem goes away. If the landlord ignores you or refuses to address the issues, you have a few options. You can work together with your neighbours. If you're having issues, they probably are too! Call a meeting and brainstorm some collective actions you could take: a demand letter or petition signed by many tenants in the building, a group visit to the landlord's office to submit work orders, coverage in local media to shame the landlord publicly, a phone zap where tenants and supporters call the landlord at the same time to demand repairs and jam up their phone lines, posting photos and negative reviews on the landlord's social media pages to ruin their reputation with prospective tenants, holding a rally outside the landlord's other place of business or home address etc.

You can contact the City of Hamilton's By-Law department at 905-546-2782 or mle@hamilton.ca and register a complaint against your landlord. The landlord will receive a Notice to Comply from the City and face big fines if they ignore it.

You could also file a T6: Tenant Application About Maintenance with the Landlord and Tenant Board. Make sure you have evidence to support your claim, such as written correspondence (letters, texts, emails), photos, audio/video recordings, oral testimony, and witnesses. Contact the Hamilton Community Legal Clinic for help with this process.

I live on King Street. My landlord is harassing me and putting pressure on me to move out. I think this might be because Metrolinx wants to buy the building, and my landlord knows he can get more money for the building if he sells it vacant rather than tenanted. What should I do?

You have the right to feel safe in your home. The landlord (or property manager) is not allowed to harass you, threaten you, or invade your privacy.

Harassment could include (among other things): yelling at you or insulting you; making unwanted sexual comments or advances; saying or doing things

that discriminate against you (e.g., on the basis of your ethnicity, sexual orientation, religion, having a disability, receiving social assistance, having children, speaking English as a second language); entering your home when they haven't given proper notice; taking pictures of you or your home without your permission; giving your personal information to someone without your permission; cutting off services such as electricity, heat, water, air conditioning, telephone, or mail; trying to stop you from joining a tenants' association or from doing other things to stand up for your rights.

If you feel comfortable doing so, write your landlord a letter or email describing the type of harassment you have experienced by the landlord or their staff (property manager, superintendent) and what you would like the landlord to do about it (stop the behaviour, compensate you for hardship, etc.). This alerts your landlord to the problem (if they weren't aware already) and establishes a paper trail. Date the letter and keep a copy for yourself (take a picture, make two copies, or photocopy the letter).

Talk to your neighbours and find out if others are experiencing similar things. It may be that the landlord is overstepping boundaries for many tenants, or discriminating against a specific group of people. You will be stronger if you work together as a group. You could call a meeting and come up with a plan for different forms of collective action: a tenant phone tree so you can alert each other and ask for support if harassment continues, a demand letter or petition signed by many tenants in the building calling for the behaviour to stop, a group visit to the landlord's office, coverage in local media to shame the landlord publicly for their behaviour.

You could also file a T2: Application About Tenant Rights with the Landlord and Tenant Board. Make sure you have evidence to support your claim, such as written correspondence (letters, texts, emails), photos, audio/video recordings, oral testimony, and witnesses. Contact the Hamilton Community Legal Clinic for help with this process.

I live on King Street. My landlord says I have to move out because he wants to do renovations. What should I do?

A landlord cannot evict a tenant by verbally telling them to move out or by sending a letter telling them to move out. If this happens to you, you can ignore it.

If your landlord is smarter, they will give you the proper notice, an N13: "Notice to End Your Tenancy Because the Landlord Wants to Demolish the Rental Unit, Repair it, or Convert it to Another Use." For the notice to be valid, the landlord must have shaded at least one box next to a reason for ending the tenancy. The landlord must have shaded one box indicating the status of the permits. The termination date that the landlord sets out in the N13 must be at least 120 days from the date the N13 is issued to you and must be the last day of the rental period (e.g., last day of the month for a month-to-month lease). If the landlord makes mistakes on any of the above, the notice is not valid.

If you live in a building with 5 or more units, the landlord must offer you the option to move back into your unit once the renovations are done. If you don't plan to move back, the landlord must (i) pay you an amount equal to 3 months' rent or (ii) offer you another rental unit that is acceptable to you. If you plan to move back, the landlord must pay you (i) an amount equal to 3 months' rent or (ii) the rent for the period of time the rental unit is being repaired or renovated, whichever is less. You must tell the landlord in writing before you move out that you want to move back in when the work is done. You must also give your landlord your new address in writing and any change of address after that. When you move back in, your landlord cannot charge you more rent than they could if you had not moved out. Sadly, if you live in a building with less than 5 units, you don't have these options.

You don't have to move out if you disagree with what the landlord has put in the N13. After the notice period (120 days), the landlord can apply to the Landlord and Tenant Board to schedule a hearing. You will receive an L2 form and Notice of Hearing in the mail. At this point, it is a good idea to contact the Hamilton Community Legal Clinic for help to prepare for the hearing.

I live on King Street. My landlord says I have to move out because the building is being demolished. What should I do?

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CONTACT

King Street Tenants United

289-659-0281

www.kingstreettenantsunited.com

kingstreettenantsunited@riseup.net

Hamilton Community Legal Clinic

905-527-4572

www.hamiltonjustice.ca

Landmark Place

100 Main St E (Main & Catharine)

Suite 203 (2nd Floor)

Hours of Service

- Mon, Tue, Thu, Fri: 8:30am-3:30pm

- Wed: 8:30am-12:00pm

City of Hamilton Property Standards

905-546-2782

mle@hamilton.ca