

New protections for tenants fleeing abuse a positive step



A change to Ontario's *Residential Tenancies Act* that allows tenants fleeing domestic or sexual violence to terminate a lease sooner than was previously allowed is a great step forward but doesn't go far enough, says Toronto civil litigator [Sarah O'Connor](#).

"It's a really good thing and I'm happy to see it," she tells [AdvocateDaily.com](#). "Getting out of a lease early involves breaching a contract so this allows them to leave early without having to worry about that."

But it doesn't go far enough in its protections, she says.

O'Connor, principal of [O'Connor Richardson Professional Corporation](#), says Quebec and British Columbia both have similar provisions for people who need to get out of a lease early because of safety reasons. Quebec, in particular, has more protections in place than Ontario.

"In Quebec, the protections aren't just in place for people in domestic assault situations," she says. "It's in place for people who are afraid of being assaulted by someone who knows their address and has previously made a threat, for those who have been a victim of exhibitionism or voyeurism, or if someone has been abused by another tenant."

"The Quebec provisions address various scenarios that could affect someone's safety in their own home."

Under the new Ontario rules, which came into effect Sept. 8, tenants fleeing an abusive situation can terminate a lease in 28 days, down from 60. The new provision allows tenants to give notice at any point during their tenancy.

"The normal tenancy termination expires at the end of the rental period so if you are month to month it doesn't matter that you gave your notice on the 15th — the notice period starts on the first," she says. "So with this special provision, if I give notice on the 15th, my 28 days would bring me to the middle of next month so the landlord is only out two weeks' rent, potentially."

In order to use this special provision, tenants need a court order, restraining order, a peace bond, or a signed statement attesting to the abuse, she explains.

O'Connor notes landlords are also prohibited from sharing any of the information found in such statements, including to the abuser. An individual landlord can be fined \$25,000 and a company landlord can be fined \$100,000.

She says the change does make some effort to balance the rights of those who need to leave a dangerous situation and those of landlords, who will potentially face a loss of income if a lease is broken.

"I think the balance is there to help tenants and landlords," she says.

O'Connor says there is a protection built in so that if the landlord believes the tenant is making a false claim they can go after the tenant in court. If the tenant is found guilty, it's a \$25,000 fine.

"That's a concession to protect landlords — the fine is huge," she says. "It's a little mind-boggling that if you file a false claim of abuse, you could be fined \$25,000 but I think they needed that protection of the landlords to prevent people from abusing this new notice period. Tenants often look for quick ways to terminate a lease. This is just a way to prevent abuse of the new provision."

The lawmakers may have provided a distinction in the new provision that differentiates large landlords from those with three or fewer rental units, as they would feel a sharper financial impact under such circumstances, O'Connor says.

"There are other sections of the *Residential Tenancies Act* that give different requirements depending on the type of landlord," she says.

"If you are a company landlord or if you are a landlord with three or less units you have different terms to meet. Company landlords have more cash flow than smaller landlords so the law could have considered that in terms of providing different notice periods for each. They already made that distinction regarding the fine of \$100,000 for disclosing the information."