

## Civil Litigation

# Tenants advised to 'stay put' when disputing rent increases



Tenants who face unexpected rent increases from landlords should stand their ground while the dispute is being resolved, says Toronto civil litigator [Sarah O'Connor](#).

"I would advise tenants to hunker down and stay put," she tells [AdvocateDaily.com](#). "There's no obligation on the tenant; it's up to the landlord to bring the application to raise the rent."

O'Connor, principal of [O'Connor Richardson Professional Corporation](#), says a recent case in [Toronto's Kensington Market](#) where a landlord tried to nearly double his tenants' rent shows there's a need for better understanding on landlord's obligations and tenants' rights.

The tenants say their new landlord is threatening to evict them if they don't accept a rent hike of nearly 50 per cent, reports the [Toronto Star](#).

"A landlord can't just almost double the rent," explains O'Connor, who is not involved in the case, but makes comments generally. "They can raise it according to the current [guideline](#), which is two per cent. In cases where they've done renovations or they have seen increases in water or hydro rates, a landlord can apply for a larger increase."

When there's a discrepancy between a new landlord and a tenant regarding the amount of rent due, the onus is on the landlord to present evidence that refutes the tenant's claim.

"A new landlord can summons the former landlord and his financial records to verify the rent the tenants had been paying," O'Connor explains.

However, existing tenants can be evicted if the new landlord is planning to utilize the space for personal use, provided they give tenants the requisite 60 days' notice, she says.

"In that situation, tenants have to leave, and if they don't the landlord will bring an application to evict them."

Tenants in the Kensington market case said they had a verbal agreement with their previous landlord, reports the [Star](#), but verbal agreements don't offer renters the best protection, O'Connor says.

"It's interesting there's no signed lease and that they only had a verbal agreement with the previous landlord. That's the sort of thing that should be addressed in the legislation going forward."