

Ontario's Standard Lease, translated

What you're actually signing, where it bites, and what to do about it. Form 2229E (2020/12) — the version required for agreements signed March 1, 2021 onward. Every claim traces to the form itself or the Residential Tenancies Act, 2006. Sources at the bottom. Not legal advice.

First screen

WHAT IT IS. The government's mandatory lease for almost every private rental in Ontario. You don't need to read all 14 pages like a lawyer. You need four things: what it costs, what can be added, what can change, and how you get out.

WHAT IT REALLY COSTS. Money at the door: first month's rent + up to one month as a deposit for your last month + a refundable key deposit (no more than the actual cost of the keys). Plus only the utilities and services you agreed to. That's the ceiling.

THREE THINGS THAT CAN HURT YOU.

1. Extra terms attached under Section 15. Some are void by law, but nobody tells you, so you follow them anyway.
2. "Deposits" that aren't allowed (damage, pet, cleaning). They get paid, then you fight to get them back.
3. Paperwork that looks official but breaks the rules: rent increases, notices, and an end-of-lease that was never going to force you out.

WHEN TO WALK.

- They won't use this form and won't fix that.
- They want a deposit beyond last month's rent + key.
- They ask you to sign something about moving out before you move in, and won't take it back.
- You don't get a copy of what you signed.

Card 1: The money at the door

SAYS (lease ss.5, 8, 9; Act ss.105–109): a rent deposit can only be applied to the last rental period, capped at one month's rent, and it "cannot be used as a damage deposit." The key deposit must be refundable and capped at replacement cost. You can't be required to pay by post-dated cheques or automatic payments (you can choose to). NSF admin fee: max \$20.

MEANS: move-in math is first + last + key. The landlord owes yearly interest on the last-month deposit; when rent rises, they can require a top-up (often taken out of that interest).

BITES: damage deposit, pet deposit, "cleaning fee," "administration fee": none of these are allowed. People pay anyway, because the ask arrives with confidence. If you paid, you can apply to the LTB to get it back (within a year of paying).

MOVE: pay first + last + key only. Ask for a receipt (free, on request, for any payment — Act s.109). If they push for more: "That isn't a permitted deposit under the Act." Then watch their face.

Card 2: Section 15, the blank space

SAYS (lease s.15): extra terms can't take away a right under the Act, and "if a term conflicts ... the term is void (not valid or legally binding) and it cannot be enforced." The form lists the classics itself: no pets; no guests, roommates or additional occupants; deposits, fees or penalties that aren't permitted (damage or pet deposits, interest on rent arrears); making the tenant pay the landlord's repairs.

MEANS: the form is friendly. The attachment is where the fight lives.

BITES: you skip the dog, you pay the pet deposit, you stop having people over — because a line exists and nobody told you it can't be enforced. Two real limits: condos can ban pets through their own rules, and a landlord can still act if an animal is dangerous, damaging, or seriously disturbing others.

MOVE: read every additional term before signing; ask in writing to remove the void ones. If they won't, know the void ones can't be enforced (keep your copy, be ready to cite the Act). Also void: "all remaining rent becomes due" acceleration clauses (Act s.15).

Card 3: Rent increases

SAYS (lease Part I; Act ss.116, 119, 120): increases need at least 90 days' written notice on the approved form (N1), can happen only once every 12 months, and are capped at the guideline: 2.1% for 2026, 1.9% for 2027, never above 2.5%. An increase is void without proper notice. Above-guideline increases need LTB approval or your agreement (new services), and units first occupied after Nov 15, 2018 are exempt from the cap.

MEANS: one notice a year, math you can check, 90 days to plan. Everything else is either approved, agreed to, or not allowed.

BITES: a verbal "rent's going up in the spring" is void — but most people just pay it. An improper increase can be disputed at the LTB within 12 months of when it was first charged.

MOVE: on every increase: check the form, the date, the math, and whether your building is even covered. Keep the notice. Wrong? Dispute it. Don't absorb it.

Card 4: Your door, their door

SAYS (lease Parts N, O; Act ss.26, 27): entry needs 24 hours' written notice, with a reason, between 8 a.m. and 8 p.m., for listed purposes. Without notice, only: emergency, you consent at the door, cleaning if the lease requires it, or showings when the tenancy is ending (8-8, and they must inform you first). The landlord can't change locks without giving you keys; you can't change them without consent.

MEANS: "we'll swing by sometime" isn't the rule. "Inspection" isn't a get-out-of-notice card either.

BITES: people let them in without notice because saying no feels rude. It isn't rude; it's the rule.

MOVE: keep the notices; if they show up without one, say no at the door (except emergencies) and log date, time, reason. Repeat violations go to the LTB.

Card 5: The end of the term

SAYS (lease Parts C, D; Act s.38): "The tenant does not have to move out at the end of the term." A fixed term that ends without notice keeps going, as a monthly tenancy on the same terms. To leave: 60 days' notice for monthly/fixed (28 for weekly/daily). An agreement to end the tenancy signed at the start is, "in most cases," unenforceable. Eviction needs an LTB order enforced by the Sheriff; illegal eviction fines run up to \$50,000 / \$250,000.

MEANS: the last day of your lease is not a cliff. You roll over, and nobody can quietly "not renew" you out.

BITES: renewal-season pressure — new terms slid in, "sign here that you'll move out on the last day," termination forms set in front of you before move-in.

MOVE: if you're staying, you roll over; sign nothing you don't want. If you're leaving, use the LTB notice and calendar it. Never sign a termination you don't mean. Need out early? You can ask to assign the lease; if the landlord refuses or doesn't answer within 7 days, you can give 30 days' notice (Act ss.95–96).

Two paper powers worth knowing (Act ss.12, 12.1)

1. **Your copy.** The landlord must give you a copy of your signed lease within 21 days. Until they do, your obligation to pay rent is suspended (you'll owe it once they comply — don't spend it).
2. **The missing form.** If they didn't use the standard form: you can demand it in writing, once. After 21 days you can withhold up to one month's rent. They must deliver the proper form within 30 days of your first withheld payment to claim that rent.

Before you sign: 5 questions

1. "What exactly do I pay at move-in? First, last, key. Anything else, and what is it for?"
2. "Can I see Section 15 and any attachment before I pay anything?"
3. "How have rent increases worked here, and is this building exempt from the guideline?"
4. "Is there anything you'd like me to sign about moving out? I'd like to read it first." (If it's a termination form: no.)
5. "When do I get my copy of the signed lease?"

In one sentence

You're agreeing to pay the rent on time and keep the place in shape; the landlord keeps it in good repair, gives 24 hours' notice to enter, and can raise the rent once a year by the guideline. Anything on an extra page that says otherwise is probably void, whether anyone knows it or not.