

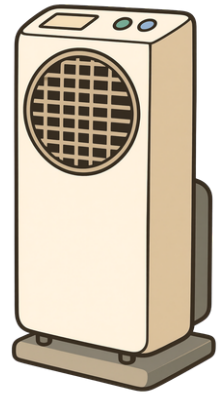
AMENDMENTS TO THE RESIDENTIAL TENANCIES ACT: BILL 97

Changes Effective as of July 1, 2026

New Rules for Air Conditioners

As of July 1, 2026, some new rules were introduced regarding tenants installing air conditioning in rental units. If you install an air conditioner, it must comply with all applicable municipal by-laws.

You have the right to install an air conditioner but must tell your landlord in writing beforehand. The unit must be installed safely, securely and not cause any damage to your unit or any other units in the building. Unless your lease states otherwise, if electricity is included in your rent, your landlord may increase the rent after you install your air conditioner.



After an Air Conditioner Is Installed

If electricity is included in the rent, your landlord may increase the rent after the air conditioner is installed, unless your lease states otherwise. A rent increase for an air conditioner does not have to follow the usual 90-day notice, annual rent increase limit, or 12-month waiting period.

The rent increase can only reflect the actual cost of the additional electricity used by the AC, or a reasonable estimate of that cost. Your landlord cannot charge more than the actual cost or a reasonable estimate, and your rent must be reduced if the air conditioner is removed. Your landlord may enter your rental unit, with proper notice, to inspect the air conditioner, but they must provide 24 hours' notice in writing.



Please see our **Air Conditioning Rules** tip sheet for more details at bit.ly/4zfCgvL or scan:



Get free legal advice to see if your unit is covered under the Residential Tenancies Act and how to enforce your rights by contacting us:

AMENDMENTS TO THE RESIDENTIAL TENANCIES ACT: BILL 97

Changes Effective as of September 21, 2026

Increased Fines for Offenses Under the Act

If your landlord is found guilty of an offence under the Residential Tenancies Act (RTA), they can be fined up to \$100,000, while a corporation found guilty can be fined up to \$500,000.



Tenants Returning to a Unit After Repairs or Renovations

If you have been asked to leave your unit due to repairs or renovations, you have the right to move back into the unit once these tasks have been completed. If you wish to do so, you must tell your landlord of this in writing.

As of September 21, 2026, if you tell your landlord in writing that you want to move back into the rental unit after repairs or renovations have been completed:

- Your landlord must provide you with a written estimate of when the unit will be ready to be occupied again
- If the estimated move-in date changes, your landlord must notify you in writing and provide a new estimated date
- Once the unit is ready for occupancy, the landlord must notify the tenant in writing
- Your landlord must give you at least 60 days to move back into the unit once it is ready to be occupied



If your landlord does not comply with these requirements, they will be deemed to have failed to provide you (their tenant) with their *right of first refusal* and could be fined for not upholding your rights.

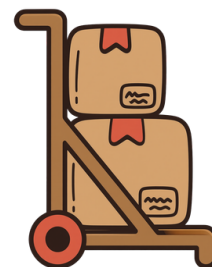
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Changes Effective as of September 21, 2026

Personal Use Evictions Presumed to Be in Bad Faith

If your landlord evicts you to use the unit for personal use, and the person who was supposed to move into the unit does not occupy it within 60 days, the eviction is presumed to have been made in bad faith unless your landlord can prove otherwise. You can file a Form T5 with the LTB to claim for compensation.



Time Limit for Filing a Bad-Faith Eviction Claim

There are time limits for filing a bad-faith eviction claim to the Landlord and Tenant Board.

As the tenant, you can file a T5 application for a bad-faith eviction up to:

- two years after you have moved out of the unit, or
- six months after the repairs or renovations are completed.



Resolving Eviction Cases by Agreement

If your landlord files an eviction application, you can choose to make an agreement between you and your landlord.

If you reach an agreement outside of the Landlord and Tenant Board (LTB), the agreement must be made using the Board-approved form.

Find this form on the **LTB website** at bit.ly/4hKDYhF or scan:



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