



CARE HOMES

Information in this brochure

The *Residential Tenancies Act* (the Act) applies to most residential rental units, including those in care homes.

Care homes are covered by most of the same rules that apply to other types of residential rental units. However, there are some rules in the Act that apply only to care homes.

This brochure provides information about the rules in the Act that only apply to care homes. This brochure is not a complete summary of the law and it is not intended to provide legal advice. If you require more detailed information about the law, please see **For more information** at the end of this guide.

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What is a Care Home?

Care homes and care services

The Act defines a care home as a residential building where people live so that they can receive “care services”.

Care services include health care services, rehabilitative or therapeutic services, or services that provide assistance with the activities of daily living. Some examples of care services are:

- nursing care,
- supervised use of prescription medication,
- helping residents with feeding, bathing, incontinence, dressing, moving around or personal hygiene,
- providing help in case of emergency.

Care homes and care services
(continued)

A home or building where these care services are provided to tenants is covered by the Act whether or not the main reason for living there is to receive care services.

Sometimes, a home or building that is described by the owner or operator as a “rest” home, a “retirement” home, a “lodging” home or a “seniors” home may also be covered by the Act.

What is *not* a “care home”

Certain types of accommodation provide “care services” but are **not** covered by the Act. For example, long term care homes which are legislated and funded by the provincial government are not covered by the Act. This includes “nursing homes”, “municipal homes for the aged” and “charitable homes for the aged” which are governed under other legislation.

Other types of homes and buildings providing care services to residents which are **not** covered by the Act include:

- a private or public hospital,
 - most residential homes for persons with a developmental disability,
 - accommodation occupied by persons in custody or confinement,
 - accommodation occupied for the purpose of receiving short-term respite care,
 - a home or building where the **main** reason someone lives there is to receive rehabilitative or therapeutic services, and it is agreed between the parties that **all** of the following conditions apply to the living arrangement:
 - the person will live in the home or building for a specified period of time,
 - the person’s right to live there will end when the objectives of the services have been met, or it is determined that the objectives will not be met, and
 - the accommodation is intended to be provided for no more than one year.
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Care Home Tenancy Agreements

Care home information package

Before entering into a tenancy agreement with a new tenant, the landlord must give the new tenant a “**Care Home Information Package**”. This package must provide the following information:

- a list of the different types of accommodation provided in the home and any alternative packages of care services and meals that are available as part of the total charge for accommodation,
- charges for the different types of accommodation, and for any alternative packages of care services and meals,
- minimum staffing levels in the care home and qualifications of staff,
- details about the emergency response system in the home or a statement that there is no emergency response system provided,
- a list and fee schedule for any additional services and meals available from the landlord on a user pay basis,
- a description of any internal procedures for dealing with complaints, including a statement on whether tenants in the home have any right of appeal from any initial decision made by staff or the landlord, or a statement that there is no internal procedure for dealing with complaints.

If there is no care home information package

If a landlord does not give the tenant the Care Home Information Package, the landlord cannot increase the rent or any charges for meals or care services until the required information is given to the tenant.

Written tenancy agreement required

Landlords of care home units must enter into written tenancy agreements with their tenants.

The written agreement must list the care services and meals the landlord has agreed to provide to the tenant. It must also set out the amounts the tenant must pay for these services and meals. The agreement may also include any other matters agreed to between the landlord and the tenant, but may not include agreements that are contrary to the provisions of the Act.

The agreement must also include a statement saying that the tenant has the right to consult someone else (for example, a friend or relative) about the agreement, and that the tenant can cancel the agreement within five days after it has been signed.

Note: If the tenant wants to cancel the agreement after signing it, the tenant must give the landlord written notice within the five day period.

If there is no written tenancy agreement

If there is no written tenancy agreement, or if the agreement does not set out what has been agreed to for care services and meals, the tenant can file an **Application about Tenant Rights (T2)** with the Landlord and Tenant Board (the Board) for an abatement of rent.

Other Special Care Home Rules

General rent rules

The general rules under the Act about the rent that can be charged and rent increases that can be taken apply to care home landlords and tenants. (These rules are explained in another Board brochure called “**A Guide to the Residential Tenancies Act**”.)

A landlord must give a tenant at least 90 days notice in writing of any increase in rent, and the rent can only be increased once every 12 months. There is a form available from the Board that a landlord must use to give this notice (**Form N3, Notice to Increase Rent and/or Charges for Care Services and Meals**). The tenant does not have to pay a rent increase if the landlord does not give proper notice.

Note: In some care homes, two or more tenants may share a rental unit. In these cases the rent rules apply to each tenant separately, as if they lived in their own rental unit.

Charges for care services and meals

In a care home, the “rent” does not include the amount the landlord charges the tenant for care services or meals. There is no limit on the amount which can be charged for care services or meals, or the amount of any increase in these charges. Also, there is no limit on how often the landlord can increase these charges.

A landlord must give a tenant at least 90 days notice in writing of any increase in charges for care services or meals. There is a form available from the Board that a landlord must use to give this notice (**Form N3, Notice to Increase Rent and/or Charges for Care Services and Meals**). The tenant does not have to pay the increase if the landlord does not give proper notice.

Tenant privacy

The general rules about a tenant’s right to privacy and a landlord’s right to enter a rental unit apply to care homes. (These rules are explained in another Board brochure called “**A Guide to the Residential Tenancies Act**”.)

In addition, a landlord of a care home has the right to enter a tenant’s unit, at regular intervals, without any notice **if** the tenancy agreement requires the landlord to check on the condition of the tenant (“bedchecks”).

Note: A tenant can decide to cancel a “bedcheck” provision in the tenancy agreement. The tenant can do this by writing to the landlord and informing the landlord that they no longer want the landlord entering the unit for this purpose.

Additional care services

A tenant can decide to obtain care services, from a person of their choice, that are in addition to those services provided under the tenancy agreement.

The landlord must not prevent the tenant from obtaining these additional services or interfere with the provision of these services.

Assignments and sublets

Tenants of care home units have the right to sublet or assign their units unless they live in a social housing unit.

However, landlords can refuse to consent to the assignment or sublet to a specific person if allowing that person to move in would be contrary to the landlord's admission requirements or guidelines.

Ending a Tenancy in a Care Home

Ending tenancies – general

Most of the general rules for ending a tenancy under the Act apply to care homes.

In addition to the general rules, the Act has certain rules about ending a tenancy that apply only to care homes. These rules are explained below.

Terminating tenancy by tenant

A tenant in a care home unit can end the tenancy by giving the landlord at least 30 days written notice. Tenants should use the **Tenant's Notice to Terminate the Tenancy (Form N9)** which is available from the Board.

A care home tenant who has given a notice to terminate the tenancy can stop the provision of care services and meals before the date the tenancy ends. To do this, the tenant must give the landlord at least 10 days notice.

Ending a tenancy – rehabilitation and therapy

If a tenant is living in a care home unit solely for the purpose of receiving rehabilitative or therapeutic services, the landlord can terminate the tenancy at the end of the period of tenancy agreed to as long as no other tenant receiving rehabilitation or therapy is allowed to live in the care home longer than 4 years.

The landlord must give the tenant at least 28 days notice (for a daily or weekly tenant) or 60 days notice (for all other tenants). There is a form available from the Board that a landlord must use to give this notice (**Notice to Terminate a Tenancy at the End of the Term, (Form N8)**).

Ending a tenancy – rehabilitation and therapy in a social housing unit

There are special rules in the Act for certain social housing care homes that provide rehabilitative and therapeutic services.

Under certain conditions, a landlord may end the tenancy **before** the tenancy period agreed to has ended. A social housing landlord can only do this **if** the tenancy agreement gives them the right to end the tenancy because the tenant has repeatedly and substantially withdrawn from participation in the program related to rehabilitative or therapeutic services.

Ending a tenancy – demolition, conversion or repair

The general rules under the Act apply to a care home landlord who wants to end a tenancy because:

- a rental unit is to be demolished, or
- a rental unit will no longer be used for a residential purpose, or
- major repairs or renovations are planned for the rental unit that require a municipal building permit, and the unit has to be vacant during the work.

However, if this notice is given by a landlord of a care home, the landlord has to make reasonable efforts to find alternate accommodation that is appropriate for the tenant. If the tenant accepts the accommodation, the landlord does not have to pay the tenant compensation.

Transferring a tenant

A landlord can apply to the Board to transfer a tenant out of a care home unit if the tenant:

- no longer requires the level of care the landlord provides (or has repeatedly and substantially withdrawn from participating in the care services agreed to in the tenancy agreement and is not receiving equivalent community-based services) **or**
- requires a level of care that the landlord (combined with community-based services) is not able to provide.

A landlord does not need to give the tenant a notice of termination before applying to the Board. To apply to the Board, the landlord would file an **Application to Transfer a Care Home Tenant (Form L7)**.

Important: If the landlord is applying to transfer the tenant because they require more services than the landlord can provide, the transfer will only be allowed if the landlord can prove that appropriate alternate accommodation for the tenant is available.

Death of a tenant

The general rules under the Act apply when a care home tenant dies.

If there are no other tenants in the rental unit, then the tenancy agreement ends 30 days after the death of the tenant. However, the estate of the tenant only has to pay for care services and meals for 10 days following the death of the tenant.

Note: If the tenant's spouse also lives in the unit but the spouse is not a "tenant", then the spouse must vacate the unit within the 30 day period unless there is an agreement with the landlord to allow the spouse to become a tenant.

For More Information

Contact the Landlord and Tenant Board

This guide provides general information only. For more information, or to obtain copies of the Board's forms and publications, you may:

- visit the Board's website at www.LTB.gov.on.ca.
- call the Board at **416-645-8080** or toll-free at **1-888-332-3234**, or
- visit your local Landlord and Tenant Board office. A list of Board office locations can be found on our website, or you may call us at the numbers listed above.