

Agreement to Increase the Rent Above the Guideline

Form N10

Instructions

Use this form if the landlord and tenant have agreed to increase the rent above the guideline because the landlord:

- has done or will do capital work; or
- has provided or will provide a new or additional service.

It is your responsibility to make sure that the agreement complies with the requirements of the *Residential Tenancies Act*. You can obtain this form at the Landlord and Tenant Board office in your area or from the Board's website at www.LTB.gov.on.ca.

January 31, 2007

About this form...

The law allows a landlord and tenant to agree to increase the rent above the rent increase guideline if the rent increase is in exchange for one or both of the following:

1. The landlord has done or will do capital work in the rental unit or the residential complex. Capital work is work that has a benefit of more than one year. For example, the landlord and the tenant could agree to a rent increase above the guideline if the landlord installs new kitchen cupboards in the tenant's rental unit.
2. The landlord has provided or will provide a new or additional service.

If the landlord and tenant sign this form, it takes the place of a Notice of Rent Increase. Therefore, the landlord does not have to give a notice to increase the rent. If the landlord has already given the tenant a Notice of Rent Increase and the increase is to take effect on or after the date of rent increase in the agreement, the Notice of Rent Increase is void.

How to complete this form...

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| Tenant's Name and Address | Fill in the tenant's name and complete mailing address, including the unit number. If there is more than one tenant living in the rental unit, fill in the names of all the tenants. |
| Landlord's Name and Address | Fill in the landlord's name and current address. If there is more than one landlord, fill in the names of all the landlords. |
| Address of Rental Unit | Fill in the address and unit number of the rental unit that the tenant lives in, if it is different than the address filled in above. |
| The New Rent | Fill in the date the rent will increase. The date of the rent increase must be at least 12 months after the last rent increase for the tenant or 12 months after the tenant moved into the rental unit. Also, the date of the rent increase must be at least six days after the date the agreement is signed. |

Fill in the total amount, in dollars and cents, that will be charged to the tenant on that date. The new rent in this agreement cannot be more than the previous lawful rent charged to the tenant plus 3% above the guideline. If you don't know what the rent increase guideline is, call the Landlord and Tenant Board.

Fill in whether the new rent will be charged each month or week. If you charge rent by some other period (for example, quarterly), write in the period that the rent covers.

Example:

Laura Jackson and Tom Wright have agreed to a rent increase of 3% above the rent increase guideline because Laura intends to do capital work in Tom's rental unit. The current rent that Tom pays is \$900 and the date the rent will increase is November 1, 2007. The rent increase guideline for 2007 is 2.6%. Here is how they calculated the amount of the new rent:

$$2.6\% + 3\% = 5.6\%$$

$$\frac{\$900 \times 5.6\%}{100} = \$50.40$$

$$\$900 + 50.40 = \$950.40$$

The new rent is \$950.40.

Details of the Work or New Service

In this section of the form, the landlord must fill in the details of the capital work that has been or will be done, or the new or additional service that has been or will be provided. Include as much information as necessary to clearly explain the work or new service. This could include:

- a description of the work that has been or is to be done;
- the item to be purchased, including brand or model number (if appropriate);
- installation work; and
- a description of the service that has been or will be provided.

Also include the date the work has been or will be completed, or the date the service has been or will be provided.

**Landlord and
Tenant
Signatures**

The landlord and tenant must sign the form. They should also include their telephone numbers and the date they are signing this form.

Other information...

If the tenant wants to cancel the agreement they can do so by giving the landlord written notice within five days of signing the form.

If the agreement is not cancelled but the landlord does not do the work or provide the service agreed to, the tenant may apply to the Landlord and Tenant Board and ask that all or part of the rent increase that is above the guideline be considered invalid.

If you need more information...

If you need more information or have any questions, call the Landlord and Tenant Board at 416-645-8080 or toll-free at 1-888-332-3234. You can also visit the Board's website at www.LTB.gov.on.ca.