



## Residential Tenancies Program

### Policy and Procedure Guide

**Policy Number:** 01-002

**Subject:** **Definition of Landlord and Tenant**

**Section:** **General Issues**

<b>Legislation</b>	ss. 2(c), 2(h), 2(m), 3, 7
<b>Definitions</b>	<p><b>Landlord</b> – includes</p> <p>(i) an owner of a residential premises,</p> <p>(ii) an agent or another person who, on behalf of an owner,</p> <p>(A) permits the use or occupation of a residential premises under a rental agreement, or</p> <p>(B) exercises powers and performs duties under this Act or the rental agreement,</p> <p>(iii) the heirs, assigns and personal representatives of a person referred to in subparagraph (i), and</p> <p>(iv) a person, other than a tenant using or occupying a residential premises, who</p> <p>(A) is entitled to use or occupy the residential premises, and</p> <p>(B) exercises any of the rights of a person referred to in subparagraph (i) or (ii) under this Act or a rental agreement;</p> <p><b>Tenant</b> - includes</p> <p>(i) a person who is entitled to use or occupy a residential premises under a rental agreement,</p> <p>(ii) a person other than a landlord who enters into a rental agreement for the purpose of renting a residential premises for use or occupation by another person, and</p> <p>(iii) the assigns and personal representatives of a person referred to in subparagraph (i) or (ii).</p>



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<b>Purpose</b>	<p>The purpose of this policy is to provide guidance in identifying landlords and tenants for the purposes of correctly filling out an Application for Dispute Resolution, or other forms and notices.</p>
<b>Policy</b>	<p>The relationship of landlord and tenant is a contractual relationship, and it comes into existence when a landlord grants to the tenant the right to use and occupy residential premises in exchange for a payment of rent. A fundamental feature of contractual relationships is that only the parties to the contract may sue or be sued under it.</p> <p>The relationship of landlord and tenant must clearly exist in order to begin an Application for Dispute Resolution.</p> <p>Pursuant to Section 7 of the Residential Tenancies Act, 2018, the names of the landlord and the tenant should be clearly identified in the written rental agreement, and, in the case of an oral or implied rental agreement, in the written notice of that agreement.</p> <p><b>Who may be a Landlord?</b></p> <p>In order to be considered a landlord, that person must have the authority to permit occupancy of residential premises. Homeowners have that authority as a right, but homeowners may also grant that authority to someone else, e.g., a property management company.</p> <p>Where a tenant enters into a rental agreement with a property management company, if the homeowner is not listed as a landlord on the rental agreement and has not signed that agreement, then the homeowner is not a party to the contract and may not file an Application against the tenant.</p> <p>When a landlord sells the residential premises she loses her authority to permit occupancy of those premises, and the purchaser of the property—the successor in title—becomes the new landlord. When residential premises are sold, the new landlord should immediately provide the tenant with her contact information, as required under s. 7.(8) of the Residential Tenancies Act, 2018.</p> <p>Where the landlord is a corporation, employees of that corporation who have the authority to bind the corporation may file an Application for Dispute Resolution.</p> <p><b>Tenants and Occupants Distinguished</b></p> <p>In order to be considered a tenant, that person must have agreed to pay rent to the landlord in exchange for the right to use and occupy residential premises. Individuals who live at residential premises with</p>



the tenant but who have not agreed to pay rent, i.e., individuals who are not a party to the contract, are considered “occupants” and should not be named in an Application for Dispute Resolution. Occupants may include the tenant’s spouse, children or other family members, or roommates.

In many cases, the tenant will live at the residential premises, but a tenant may choose to agree to pay the rent to the landlord while other people use and occupy the property. Again, in this sort of arrangement, the individuals residing at the premises are not tenants, but are mere occupants.

The Residential Tenancies Act, 2018 does not apply to a government department or agency that pays rent on behalf of a tenant. Although that department or agency may pay the rent, it has not entered into an agreement with the landlord where it was granted the right to use or occupy the residential premises. As such, that department or agency cannot be named as a tenant in an Application for Dispute Resolution.

#### **Assignments and Subleases**

Where a tenant assigns her lease, the assignee becomes the new tenant and takes over the obligations of the contract and the original tenant loses her right to use and occupy the premises. After an assignment, if the original tenant has been released from the rental agreement by the landlord, that landlord-tenant relationship is severed. If a dispute arises after the assignment, the landlord should name the assignee in an Application for Dispute Resolution.

However, unlike an assignment, where a tenant sublets residential premises, the landlord-tenant relationship is not severed, but instead a second one is created between the tenant and the sublessee. The original tenant retains the right to occupy the residential premises when the sublease ends, and the original tenant is still responsible for paying her rent to the landlord, as well as the remaining obligations of the lease. If there is a dispute, the landlord would name the original tenant on an Application, and not the sublessee, as they have not entered into a landlord-tenant relationship.

#### **Death of Landlord or Tenant**

Where there are joint tenants or joint landlords, if one of the tenants or one of the landlords dies, the remaining tenants or landlords are responsible for all of the obligations of the rental agreement. For



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	<p>example, in a joint tenancy with 3 tenants, if one tenant dies, the remaining 2 joint tenants are responsible for paying all of the rent.</p> <p>Where a tenant or landlord dies, and if there are no surviving joint tenants or landlords, the tenancy will continue on the same terms until it is terminated in accordance with Act. If a dispute arises in these circumstances, the estate of the landlord or tenant should be named on the Application for Dispute Resolution.</p>
<b>Procedure Overview</b>	An application for dispute resolution may proceed if there is indeed a landlord/tenant relationship and the names of the all the parties to the rental agreement are clearly identified. If there is a question as to the identity of the property owner or the legal name of the property management company, the applicant may be directed to the <a href="#">Registry of Companies and Deeds Online (CADO)</a> .
<b>Forms &amp; Form Letters</b>	<a href="#">Application for Dispute Resolution</a>
<b>X-Reference</b>	<a href="#">Subletting and Assigning</a> , policy 02-001 of this manual.
<b>Policy Developed</b>	September, 1999
<b>Policy Revised</b>	January 2002 September 2021 May 2024
<b>Other Resources</b>	<a href="#">Registry of Companies and Deeds Online (CADO)</a>