



## **UPCOMING CHANGES TO ONTARIO'S RESIDENTIAL TENANCIES ACT: WHAT LANDLORDS AND TENANTS NEED TO KNOW**

As a landlord or tenant in Ontario, you may have questions about the upcoming amendments to the **Residential Tenancies Act, 2006** (the "RTA"). With several important changes coming into force on **September 21, 2026**, it is important for both landlords and tenants to understand how the new rules may affect their rights and obligations.

Whether you are a seasoned landlord or tenant, or you are preparing to enter into your first residential tenancy, understanding the RTA is essential. The RTA establishes the rights and obligations of landlords and tenants and provides the procedures that must be followed when dealing with matters such as rent, maintenance, termination of a tenancy and eviction.

With the upcoming amendments, you may be asking:

- What do I need to know as a landlord or tenant?
- Will these amendments affect my current tenancy?
- Do I need to sign a new lease?
- Will the changes affect an N4 or N12 notice?
- What happens if there is already an application before the Landlord and Tenant Board?

This blog provides an overview of some of the significant amendments taking effect on September 21, 2026, and explains the sections of the RTA and its regulations that are being amended.

### **What Is the Residential Tenancies Act, 2006?**

The **Residential Tenancies Act, 2006**, is Ontario's primary legislation governing most residential tenancies. It establishes the rights and responsibilities of landlords and tenants and sets out procedures relating to matters such as rent, maintenance, termination of tenancies and eviction.

However, the RTA does not apply to every living arrangement. The Act contains a number of exemptions. For example, certain arrangements in which the tenant shares a kitchen or bathroom with the owner may be excluded from the Act.

Whether the RTA applies to a particular arrangement depends on the specific facts and the statutory exemptions. The Landlord and Tenant Board ("LTB") may determine whether it has jurisdiction over a dispute where the application of the RTA is in issue.

If you are uncertain whether your tenancy falls within the RTA, it is important to obtain legal advice before assuming that the Act either does or does not apply.



## What Is Changing on September 21, 2026?

The upcoming amendments are primarily contained in **Schedule 12 of the Fighting Delays, Building Faster Act, 2025 (Bill 60)**. Several provisions have different commencement dates, and some amendments came into force earlier in 2026. This article focuses on the significant changes coming into force on **September 21, 2026**.

### 1. N4 Notices: The Notice Period for Non-Payment of Rent Is Reduced

One of the most significant changes affects landlords seeking to terminate a tenancy because of unpaid rent. Currently, under **s. 59(1) of the RTA**, the termination date in a notice for non-payment of rent must generally be at least:

- 7 days after the notice is given for a daily or weekly tenancy; or
- 14 days after the notice is given for other tenancies, including most monthly tenancies.

Effective September 21, 2026, **s. 59(1) will be amended to provide a single seven-day minimum notice period**. This means that the termination date specified in an N4 notice may be no earlier than the seventh day after the notice is given, regardless of whether the tenancy is monthly, weekly, or daily.

This does **not** mean that a landlord can immediately obtain an eviction order. The landlord must still follow the applicable LTB procedure and, where appropriate, file an application after the termination date has passed.

### What does this mean for tenants?

Tenants should take an N4 notice seriously and act promptly. The shorter notice period means that there will be less time to resolve rent arrears before a landlord can proceed with an LTB application.

### 2. Persistent Late Payment: A New Defined Regulatory Threshold

The RTA already permits a landlord to terminate a tenancy where a tenant has **persistently failed to pay rent on the date it becomes due and payable** under **s. 58(1)**.

Beginning September 21, 2026, **s. 58(1.1)** will provide that what constitutes a persistent failure is to be determined in accordance with the regulations.

The corresponding amendment provides that persistent failure includes circumstances where a tenant has failed to pay rent within seven days of the date it became due on **at least three occasions within any six-month period**. Importantly, the regulation also states that these circumstances do not necessarily constitute the only circumstances in which a persistent failure may be found.



This means that tenants should not assume that being less than seven days late automatically eliminates the possibility of a persistent-late-payment claim in every circumstance.

For landlords, careful and accurate records of rent-payment dates will become particularly important when relying on persistent late payment as a ground for termination.

### **3. Tenants Raising Issues at an L1 Hearing**

Another important amendment affects **s. 82 of the RTA**.

Section 82 allows a tenant, in certain circumstances, to raise issues at a hearing of a landlord's application based on an N4 notice that could otherwise form the basis of a tenant application to the LTB.

Beginning September 21, 2026, **s. 82(2)** will impose an additional payment requirement. Unless the regulations provide otherwise, the tenant must pay:

- **half of the rent arrears claimed in the landlord's application when it was filed;** and
- any other prescribed amounts.

The payment must be made before the hearing in accordance with the prescribed deadline of **no later than seven days before the hearing**. This is an important distinction: the amendment does not eliminate a tenant's ability to raise issues under s. 82. Rather, it introduces additional requirements that must be satisfied before those issues can be raised at the hearing. Tenants may still have other avenues for pursuing claims against a landlord, including bringing a separate application to the LTB where appropriate.

### **4. Limits on Postponing the Enforcement of an Eviction Order**

The RTA gives the LTB certain discretion regarding the enforcement of eviction orders. Under **s. 83(1)(b)**, the Board may order that enforcement of an eviction order be postponed. Effective September 21, 2026, this power will become subject to prescribed limitations or conditions. The amendment establishes conditions governing when the Board may postpone enforcement. In certain circumstances, the landlord's consent is sufficient to permit a postponement; otherwise, specified statutory and regulatory conditions must be satisfied.

The practical effect is that the LTB's discretion to postpone enforcement of an eviction order will be subject to additional statutory and regulatory requirements.

### **5. N12 Notices: 120 Days' Notice Can Replace the One-Month Compensation**

Another significant change affects landlords who require a rental unit for their own residential use or the residential use of a qualifying family member or caregiver. Under **s. 48 of the RTA**, a



landlord may terminate a tenancy where the landlord, the landlord's spouse, certain family members, or a qualifying caregiver in the circumstances set out in the Act, in good faith, requires the rental unit for residential occupation.

The existing notice requirement remains **at least 60 days**, and the termination date must comply with the requirements of the RTA. However, **s. 48.1 of the RTA** is being amended effective September 21, 2026.

Currently, a landlord who gives a notice under s. 48 must generally compensate the tenant an amount equal to one month's rent or offer the tenant another rental unit acceptable to the tenant.

The new **s. 48.1(2)** creates an exception. The landlord will not be required to provide the one-month compensation or alternative rental unit if:

1. the notice is given on or after September 21, 2026;
2. the termination date is **at least 120 days after the notice is given**; and
3. the termination date falls on the last day of a period of the tenancy or, where applicable, the end of the fixed term.

In other words, the new rule does **not** change the ordinary minimum notice period for an N12 from 60 days to 120 days. Instead, it creates an option: a landlord can provide at least 120 days' notice and, if the statutory requirements are satisfied, avoid the one-month compensation requirement. If the landlord provides less than 120 days' notice, the existing compensation requirement continues to apply.

It is also important to note that this particular amendment concerns a notice under **s. 48**. It should not automatically be assumed that the same rule applies to every type of personal-use termination under the RTA.

### **Do These Changes Apply to Existing Tenancies?**

One of the most common questions landlords and tenants are asking is whether an existing lease must be replaced because of the amendments.

Generally, the fact that a tenancy began before September 21, 2026 does not, by itself, mean that the parties must sign a new lease.

The amendments change statutory rules and procedures. Whether a particular amendment applies to a specific notice, application or proceeding may depend on the applicable commencement and transition provisions.

For example, the amendments to s. 82 contain specific transition provisions addressing applications that were made before the amendments came into force and had not yet been finally determined.



Accordingly, landlords and tenants should not assume that every existing tenancy is automatically subject to every new rule—or that every existing tenancy remains governed entirely by the former rules. The date and nature of the particular notice, application or proceeding can matter.

### Key Takeaways

The September 21, 2026 amendments include several important changes to Ontario's residential tenancy regime:

- **N4 notice period:** Under amended **s. 59(1)**, the termination date for non-payment of rent may be as early as seven days after the N4 is given.
- **Persistent late payment:** Amended **s. 58(1.1)** and new **s. 8.1 of O. Reg. 516/06** provide a regulatory framework for determining persistent failure to pay rent on time, including three occasions within six months where rent was not paid within seven days of the due date.
- **Tenant issues at an L1 hearing:** Amended **s. 82(2)** introduces a requirement, subject to prescribed exceptions, to pay half of the arrears claimed in the application before the hearing. New **s. 8.3 of O. Reg. 516/06** requires the payment to be made no later than seven days before the hearing.
- **Postponement of eviction enforcement:** Amended **s. 83(1)(b)** and new **s. 8.4 of O. Reg. 516/06** place additional conditions on the Board's ability to postpone enforcement of an eviction order.
- **N12 compensation:** New **s. 48.1(2)** allows a landlord using s. 48 to avoid the one-month compensation requirement where the statutory conditions are met, including providing at least 120 days' notice.

These amendments are significant for both landlords and tenants. Understanding the applicable notice periods, procedural requirements and transition rules can help prevent avoidable mistakes.

If you are unsure how the amendments affect your tenancy, an N4 or N12 notice, or an existing LTB proceeding, obtaining legal advice based on the specific facts and applicable provisions of the RTA is important.

### Message From the Writer

At **Atanelli Legal Services Professional Corporation**, we are committed to providing landlords and tenants with professional, knowledgeable, and practical assistance with Ontario residential tenancy matters.

We understand that navigating the Residential Tenancies Act and the Landlord and Tenant Board process can raise important questions and concerns. **Your concerns matter to us.** We take the time to understand your circumstances, conduct the necessary legal research, and provide clear, practical guidance to help you understand your rights, obligations, and available options.



If you have questions or concerns about how the recent RTA amendments may affect you, or if you require assistance with a residential tenancy matter, **we are here to help.**

Contact **Gabrielle Atanelli at Atanelli Legal Services Professional Corporation** to schedule a free consultation. We can be reached by telephone at **(437) 985-0419** or by email at [gatanelli@atanellilegal.com](mailto:gatanelli@atanellilegal.com). You can also visit our website at [www.atanellilegal.com](http://www.atanellilegal.com) to learn more about our services and schedule an appointment online.

For your convenience, **Atanelli Legal Services Professional Corporation** offers **virtual consultations during evening and weekend hours**, providing flexible options to accommodate your schedule.

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