



# A Guide to the Toronto Tenant Relocation and Assistance Plan

This document was created by **No Demovictions** with guidance from City of Toronto planning staff to ensure that tenants facing demoviction are properly informed about their rights, what to expect, and what they are entitled to. This information is not currently provided by the City of Toronto.

## **Do you have questions about the Tenant Relocation Assistance Plan that is not covered in this document?**

Please contact us at [nodemovictionsontario@gmail.com](mailto:nodemovictionsontario@gmail.com) and we will do our best to support you!

For verification of any of the information in this document, No Demovictions encourages tenants and community members to write to the city planner assigned to the project in question.

**Who are we?** No Demovictions is a tenant collective in Toronto that advocates against profit-driven demovictions by supporting tenants through education, organizing, and action towards policy change.



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# Table of Contents

**Basics**..... **2**

    Provincial requirements (Residential Tenancies Act, 2006):..... 2

    City of Toronto requirements (Rental Housing Demolition By-law, Chapter 667  
Municipal Code):..... 3

**Details**..... **3**

    Eviction:..... 3

    Moving Allowances:..... 3

    Additional compensation for tenants with special needs:..... 4

    Rent Gap Payment (RGP) compensation:..... 4

    City’s definition of rent and how it pertains to the RGP calculation..... 6

    Return to replacement unit..... 8

    Right to a replacement unit..... 9

    Cases involving sublets..... 11

    Post application tenants..... 11

    Additional..... 11

    City’s definition of affordable rental housing..... 13

## Basics

### **Provincial requirements (Residential Tenancies Act, 2006):**

- N13 Form is issued to the tenant: notice to end the tenancy because the landlord wants to demolish the rental unit, repair it, or convert it to another use.
- Minimum Notice Period to move out: 120 days (or 4 months).
- The amount of compensation owed to tenants depends on the number of units in the building:
  - If there are 6 or more units in the building, the tenant is entitled to 3 months’ rent in compensation or a different unit owned by the landlord that the tenant accepts.
  - If there are less than 6 units in the building, the tenant is entitled to 1 months’ rent in compensation or a different unit.
- The tenant’s financial compensation is due upon delivery of the eviction notice.

## City of Toronto requirements (Rental Housing Demolition By-law, Chapter 667 Municipal Code):

- Extended notice period to move out: 6 months
- Additional financial compensation
- Moving allowances
- Right to return to replacement unit of same bedroom type at similar rent and size

## Details

### Eviction

- Notice to vacate (N13 Form) the rental unit gives a minimum 6 month period (inclusive of the 4 month RTA notice period)
- Tenants are entitled to good building maintenance until the moment they vacate the unit.
- Tenants must not be subject to harassment at any point in time.
- Tenants may leave the building as early as 10 days after receiving the eviction notice, or stay until the end of the notice period.
  - Tenants must give a 10-day notice to the landlord or property manager prior to vacating the unit.
- Tenants receive 3 months of their current rent as compensation at the moment of delivery of the eviction notice (in buildings with 6 or more units).

### Moving allowances

- Moving allowances are provided to help mitigate hardship associated with having to move.
- Allowances for moving costs (BOTH move-out and move-back) are based on the type of the unit (i.e., number of bedrooms), given at the moment the tenant has moved out. These are:

Unit Size	Move Out Allowance	Move Back Allowance
Bachelor/1 Bdrm	\$1,500	\$1,500
2 Bdrm/3 Bdrm +	\$2,500	\$2,500

- Move Back allowance is paid when the tenant signs the lease for the replacement unit.
- Moving allowances are not conditional upon providing receipts or proof of cost to City Planning / the landlord.
- If the developer provides temporary units for tenants during the displacement period, tenants are still entitled to the moving allowance.
- Moving allowances are not considered income and are not to be claimed on annual taxes.

### **Additional compensation for tenants with special needs**

- Beyond the standard 3 months' rent compensation noted above, additional compensation (4 months' rent) can be requested for tenants living with a physical or mental health condition, special needs, or who are 65+.
- Tenants with special needs may qualify for more support based on special needs. Tenants may speak with the City of Toronto Planner managing the demolition application to discuss additional assistance.
  - The definition of special needs is broad and includes the following:
    - People on the spectrum or with a mental health disorder
    - People with a mental health impairment (temporary or permanent)
    - People with a physical disability (temporary or permanent)
    - People seeking mental health support through the process
- Tenants requesting this additional compensation may provide a doctor's note to City Planning to facilitate additional compensation from the landlord.
- Various types of financial support programs include interest free loans, money for emergency housing, help paying bills, legal aid, and the Tenant Defense Fund that helps tenants maintain affordable rental housing.
- Additional Compensation is not considered income and is not to be claimed on annual taxes.

### **Rent Gap Payment (RGP) compensation**

- Tenants are entitled to a lump sum rent gap payment according to the average market rate (AMR) of similar (bedroom type & rent control) vacant units from units within the determined geographic zone. The zone and AMR are based on data from the CMHC (published every

- February).
- The calculation for the rent gap payment is calculated based on the AMR figures of the CMHC in the year of eviction (not at the moment of signing the agreement).
    - If tenants live in a building with a S.111 agreement tied to the previous calculations (those before the motion passed on April 18th, 2024), tenants may look up the AMR for their zone and unit size in Table 1.1.9 of the CMHC data spreadsheet.
  - A motion was passed on April 18th 2024 at City Council to use CMHC data only from buildings built in 2015 and later. Not all Rent Gap Payments will use this new calculation.
    - To know if your building will use the old RGP calculation or the new one, contact the city planner assigned to the project.
    - We encourage tenants who live in a building that are subject to the using the old RGP formula to contact No Demovictions.
    - If a building will have an S.111 agreement using the 2015+ CMHC data, tenants may look up the AMR for their zone group and unit type in Table 1.2.2 from the CMHC data spreadsheet.
  - The lump sum for the rent gap payment does not include the 2.5% yearly increases as determined by the provincial government. It is a sum based on the data for the year of eviction.
  - The RGP lump sum covers the number of months initially estimated for construction (36 months as a standard), regardless of how long the project may end up taking.
    - Further rent gap payments are automatically given to tenants if the returning units are not available after 36 months.
    - If a development project goes over the initial timeline, further rent gap payments are given before the initial lump sum is depleted (the period of 36 months). The additional may be given as a lump sum of 1 month, 3 months, etc. It is determined by the length of time the developer requires to finish the project.
    - The lump sums after the initial 36 months have expired will still be based on the CMHC numbers of the year of eviction.
  - The lump sum RGP is not taxable or considered as income. Tenants do not need to declare it on their annual taxes.
  - The lump sum RGP is for tenants to use according to their needs. They do not need to provide rent receipts or other documents on how the money was used.

- All eligible tenants will receive their entitled compensation when they move out of their rental unit.

## City's definition of rent and how it pertains to the RGP calculation

- The City's definition of rent: *The total monthly shelter cost for living in an existing rental unit, which includes gross monthly rent including utilities, hydro and hot water. S.111 agreements that implement the Official Plan policies stipulates rent shall include charges for heat, electricity, gas and water, but not vehicle parking, internet and cable television. A link to the City's housing webpage and Official Plan that outlines this definition is provided in the Notice to Tenants that is distributed when the rental demolition application is submitted to the City, as well as in the tenant meeting presentation.*
- For a full list of information regarding utility amounts, visit the following link at the City of Toronto's website.  
<https://www.toronto.ca/community-people/community-partners/social-housing-providers/affordable-housing-operators/current-city-of-toronto-average-market-rents-and-utility-allowances/>
- Examples on the calculation of rent are as below.
- PARKING:
  - Ex 1: A tenant is paying \$1,400 in rent for a 1-bedroom + \$200/month in parking. The tenant is currently paying \$1,600/month in total.  
If the CMHC numbers of the year of eviction state that a 1-bedroom is \$2,500 in rent, the RGP will be calculated as  
 $\$2,500 - \$1,400 = \$1,100$   
 $\$1,100 \times 36 \text{ months (the length of the project)} = \$39,600$   
There is no additional compensation for tenants who will be seeking parking in the temporary unit during displacement.
  - Ex 2: A tenant is paying \$1,500 in rent a month for a 1-bedroom and that rent includes parking at no additional cost.  
If the CMHC numbers of the year of eviction state that a 1-bedroom is \$2,500, then the RGP will be calculated as  
 $\$2,500 - \$1,500 = \$1,000$   
 $\$1,000 \times 36 \text{ months (the length of the project)} = \$36,000$   
There is no additional compensation for tenants who will be seeking parking in the temporary unit during displacement.

- HYDRO: Here are the different amounts regarding hydro clawbacks along with calculation examples.

Type of unit	Hydro clawback
Bachelor/1 Bdrm	\$44
2 Bedroom	\$62
3 Bedroom	\$73

- Ex 1: A tenant is paying \$1,500 in rent for a 1-bedroom and hydro is an additional cost (varied on a monthly basis per usage).  
 In this instance, a hydro clawback will be applied. Because the utilities, such as hydro, are included in the definition of rent, the City will add an additional amount to the rent depending on the type of unit. In the case of a 1-bedroom unit, the City will add \$44 to the tenants rent for the RGP calculation.  
 If the CMHC numbers of the year of eviction state that a 1-bedroom is \$2,500, then the RGP will be calculated as  
 $\$1,500 + \$44 = \$1,544$  (rent amount as per the City’s definition)  
 $\$2,500 - \$1,544 = \$956$   
 $\$956 \times 36$  months (the length of the project) = \$34,416
- Ex 2: A tenant is paying \$1,500 in rent for a 1-bedroom and all utilities are included at no additional cost.  
 No utility clawback will be applied. Utilities, such as hydro, are included in the definition of rent. The amount used for the RGP calculation will be \$1,500.  
 If the CMHC numbers of the year of eviction state that a 1-bedroom is \$2,500, then the RGP will be calculated as  
 $\$2,500 - \$1,500 = \$1,000$   
 $\$1,000 \times 36$  months (the length of the project) = \$36,000
- If some utilities are included in the tenants current rent, but are not included in the unit during temporary displacement, there is no additional compensation for tenants to cover the cost of utilities in the temporary unit.
- If the developer provides a tenant with interim housing during the displacement period, the tenant is not entitled to RGP. The rent for the

interim unit will be priced at the same amount as the previous unit of the tenant.

- See section [Additional Notes](#) to know more about land titles

## **Return to replacement unit**

- Tenants will be sent the Tenant Intention Form, included as an appendix to the Section 111 legal agreement. The landlord is responsible for hand-delivering both the Tenant Intention form and the N13 eviction notice, and City-required Notice to Eligible/Post-Application Tenants, to each rental unit.
  - a. All demolished rental buildings or projects with 6 or more rental units must provide replacement units for the tenants, unless all units have high-end rents.
    - High-end rent: gross monthly rent that is equal to, or greater than, one-hundred and fifty per cent (150%) of the CMHC Average Market Rent.
  - b. Tenants will receive a “Tenant Intention Form” with the notice to vacate. Tenants have 125 days to return the Tenant Intention Form to the developer to maintain their right to return. The Tenant Intention Form includes the address you must mail your completed Form to.
    - The City requests copies of all Tenant Intention Forms for their records, and City staff carefully oversee the right to return process once the new building is ready for occupancy. All tenants that have returned the Tenant Intention Form will be offered the right to return to the new building. It is important for tenants to provide up-to-date contact information and interim mailing address so they can be reached once the replacement rental units are ready for occupancy. Section 111 agreements are registered on title and the City of Toronto would look to ensure compliance, including through legal means if necessary.
- The landlord, at least six months before the replacement rental units are ready for occupancy, will send the Occupancy Information Notice to tenants. This notice will include floor plans for the tenants to review and rank their preferred units.
- Replacement units are assigned based on seniority and type of unit.



- a. Seniority is determined by the length of time the tenant has lived in the building.
  - Ex 1: If Ash holds a 1-bedroom lease signed 10 years ago and Kai holds a 1-bedroom lease signed 8 years ago, Ash has seniority. Ash's seniority is 10 years.
  - Ex 2: Ash had a 2-bedroom signed lease from 10 years ago, but signed a new lease for a 1-bedroom unit 5 years ago in the same building. Kai holds a 1-bedroom lease signed 8 years ago. Ash still has seniority.
- Types of unit are determined by the number of bedrooms in the original unit, not by the square footage of the unit.
  - a. Ex: If Ash has seniority and previously had a small 1-bedroom unit, while Kai does not have seniority and previously had a large 1-bedroom unit, then Ash will choose first and can select a large 1-bedroom. Kai may end up with a small 1-bedroom unit if no large 1-bedroom units are available once it is his turn to choose.
  - b. There are examples of certain buildings with separate seniority lists for large and small sizes of the same unit type for applications where there are a wide range of existing unit sizes, and this is determined on a file-by-file basis. It is highly encouraged for tenants to communicate with the city planner assigned to their project to request these separate seniority lists.
- Tenants must sign the lease for the replacement unit about 2 or 3 months before occupancy to confirm it.
  - a. It is a new lease because there might be a change of address, a change of unit number, or other reasons. The similar rent and similar sized and type of unit will be upheld in the new lease agreement.

## Right to a replacement unit

- The replacement unit will be the same bedroom type as the current unit and generally have the same size. In practice, the City of Toronto only allows a square footage variance of up to 3% (smaller) than the previous unit.
- Upon returning to the new replacement unit, rent will be “similar” to the rent currently paid. A tenants’ rent will increase throughout the duration of the construction period only as much as the province’s annual guideline increases allow. Annual guideline increases

- compound during the displacement period.
- For tenants who had their utilities included in the rent of the initial unit, will the rent in the replacement unit automatically include utilities, or can utilities be extra in the replacement unit? (*We are currently waiting for an answer from the City.*)
  - Once a tenant returns, the unit retains Rent Control, i.e., rent cannot be increased by more than the annual rent increase guideline amount set by the Ontario government until the tenancy ends.
  - Replacement units will remain rent controlled for the duration of the current tenant's entire tenancy, or the next tenancy if the lease is signed within the first 10 years of the replacement unit.
    - Ex 1: If Jamie returns to a replacement unit, the unit will remain rent controlled for the duration of his tenancy (even if it is more than 10 years).
    - Ex 2: If Jamie does not return to the replacement unit, the unit will remain rent controlled for the duration of the new tenancy (even if it is more than 10 years).
    - Ex 3: If Jamie returns to the replacement unit and moves out after 9 years, then Sam moves in during year 9, the unit will remain rent controlled for the duration of Sam's tenancy, because they signed a lease within the first 10 years of the new unit's occupancy
    - Ex 4: If Jamie returns to the replacement unit and moves out after 12 years, the unit will no longer have restricted rents (i.e. no longer rent controlled), because the initial 10-year period has expired.
  - Replacement units cannot have a lease transferred to another tenant. The new lease must be signed by the same leaseholder of the unit at the moment of eviction from the original building.
    - If a tenant does not return to their unit, the unit's rent will be restricted to its respective rent category and would be offered to a tenant on a waitlist for affordable housing. The unit remains as affordable housing for a 10-year period, or until their tenancy ends.
    - If a tenant returns to the replacement unit and signs the new lease, tenants would be able to sublet their apartment in accordance with the Residential Tenancies Act, however they cannot assign the lease to another individual.
  - An affordable unit is considered affordable if the current leaseholder is paying rent at or below the City's definition of affordable rent.

- All restrictions, including rent-control are lifted if the unit is vacated after 10 years. The only remaining restriction is that after 20 years, the landowner can apply to the City to change the status of the unit from a rental to a market unit, such as a condo.

### **Cases involving sublets**

- In accordance with the Residential Tenancies Act, the leaseholder is entitled to the benefits, and is liable to the landlord for the breaches, of the tenant's obligations under the tenancy agreement during the subtenancy. The leaseholder would receive the N13 form and be provided with the compensation/right to return. It would be between the leaseholder and sublet tenant (and subject to approval from the new landlord) if they wanted to continue their subtenancy arrangement in the new building.
- If a leaseholder does not want to receive the financial compensation or be responsible for the replacement unit, the lease must be transferred to the subtenant prior to the submission of the project application to the city.

### **Post application tenants**

- Post application tenants are tenant households who moved into a rental unit proposed for demolition after the Rental Housing Demolition Application was submitted to the City of Toronto. These tenants are informed of the owner's intent to redevelop the site and are required to sign the City-approved Lease Addendum prior to signing a lease agreement for a rental unit, and who received a Notice to End your Tenancy.
- Post application tenants are entitled to the 3 month rent compensation and extended 6-month notice period.
- Post application tenants with special needs are entitled to additional compensation.
- Post application tenants are not entitled to the Rent Gap Payments or the right to a replacement unit in the new building.
- Any compensation Post Application Tenants receive are not considered as income and are not to be declared on someone's annual income taxes.

## Additional

- Any agreement made between the City of Toronto and the Developer is tied to the land title. For example, if the building/project is sold to another corporation that becomes the owner of the building, the new owner inherits the agreement/contract with the City of Toronto.
- The legal agreements with the City of Toronto require owners to provide tenants with rent gap assistance for the entire displacement period until the replacement rental units are ready for occupancy. Tenants continue to retain their right to return even if the project is significantly delayed. The City does not issue residential demolition permits until the development project has advanced through Site Plan Control and is close to commencing construction, including the issuance of replacement residential building permits.
  - Before a demolition permit is issued, the landowners must have vacant possession of the land, meaning all tenants have moved out of the building.
    - If tenants wish to appeal their eviction to the LTB, the appeal will prevent a demolition permit from being granted until the LTB has issued a decision.
- The Official Plan says that developers do not have to replace rental housing when the rental market is strong, with for example, new rental housing being built and a vacancy rate above 3% for an extended period of time (4 years straight). This has not been the case in Toronto since 2010.
- Once the agreement is signed, even if the housing market has a vacancy rate of over 3% for 4+ years, the landowner has to uphold their agreement. The agreement also holds if tenants are evicted during a healthy rental market.
  - The agreement is tied to the land and cannot be suspended from the moment it is signed.
- At the tenants' consultation meeting, building and floor plans will be presented to the tenants for feedback. Tenants will have an opportunity to see the floor plans of their replacement unit.
- Balconies for the replacement units are not enforceable by the city. Only the square footage inside of the unit is taken into account.
  - If the entire new building design does not include balconies, the developer has no obligation to give returning tenants balconies,

- even if they had them before.
  - If the non-replacement units have balconies, the replacement units must also have balconies.
- Parking for replacement units is not enforceable by the City. The City no longer enforces a minimum parking for new developments.
  - The City may negotiate on a site-by-site basis with developers to include parking.
  - If parking is proposed for the new building, tenants who have parking included in their original lease may be secured parking in the new building. If parking is available, any returning tenant that requests parking will be placed on a waitlist, and be provided with parking if an additional spot were vacant.
  - If the developer chooses to not provide parking for returning tenants, tenants will be provided additional compensation in exchange.
    - Additional compensation can take different forms, such as:
      - A financial compensation
      - A larger replacement unit at the same rent as the previous unit
- The City of Toronto's Official Plan policies only require the replacement of residential rental units and do not address storage lockers or other amenities, such as garages, unfinished basements, balconies, or parking spaces. The City negotiates with the owner on a site-by-site basis to secure storage lockers in the new building if tenants currently rent them. If replacement storage lockers are secured, they would be first offered to tenants that previously rented one at the same rate.
- If a tenant would like their forms and notices in a language other than English, the City's standard approach is to provide translated materials on request, which is consistent with City Planning's broader approach as a division. The tenant must request these forms and notices to the city planner and specify their preferred language.

## **City's definition of affordable rental housing**

- Affordable rental housing is housing offered at the City of Toronto's definition of affordable rent. Affordable rent means gross monthly rent that is at or below the lesser of one (1) times the CMHC Average Market Rent or thirty per cent (30%) of the before-tax monthly income of renter

households in the City of Toronto as follows:

- Studio units: one-person households at or below the 50th percentile income
- One-bedroom units: one-person households at or below the 60th percentile income
- Two-bedroom units: two-person households at or below the 60th percentile income
- Three-bedroom units: three-person households at or below the 60th percentile income
- *(This definition was drafted and sent by City staff.)*