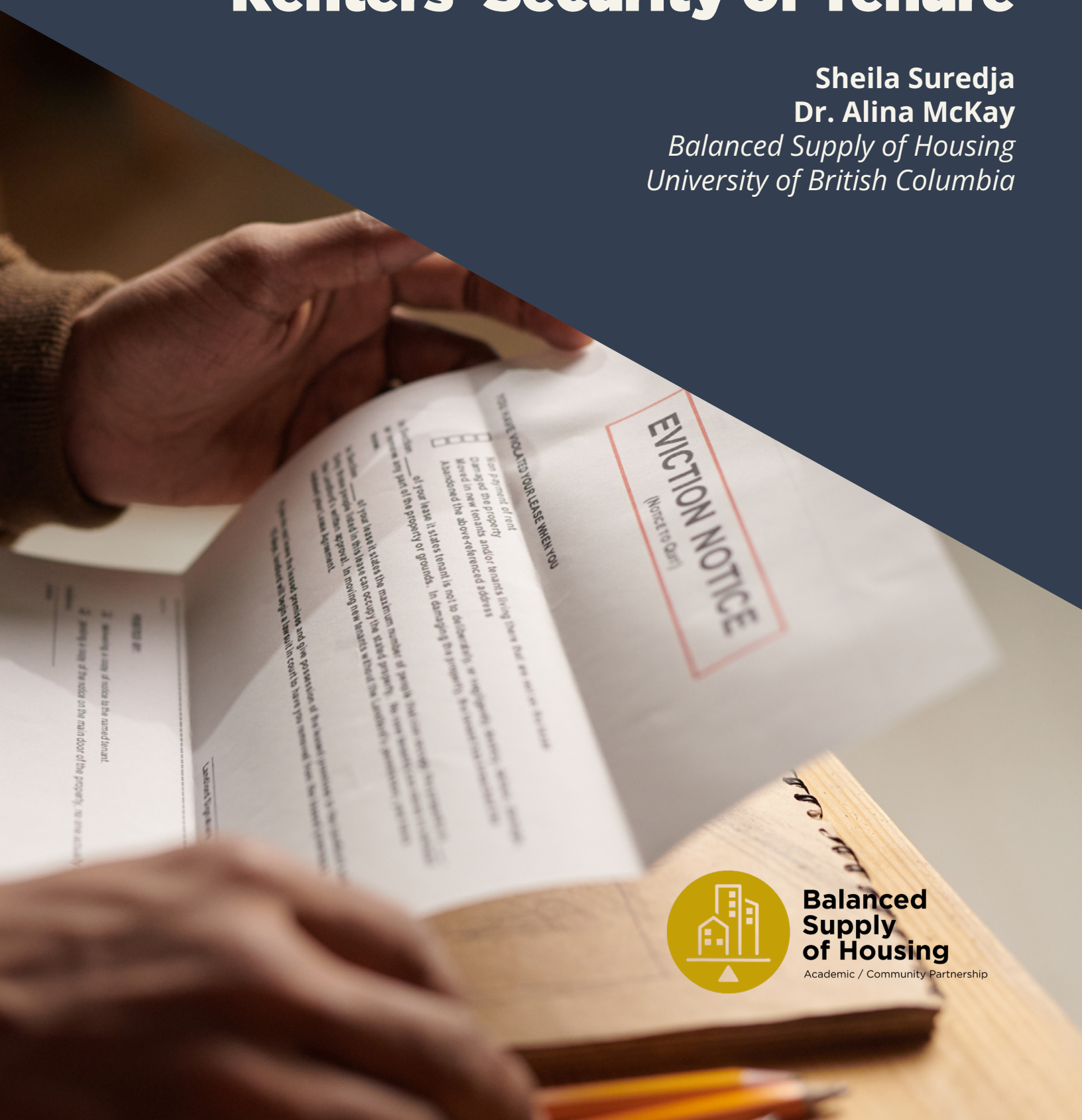


# Recommendations for Strengthening Canadian Renters' Security of Tenure

Sheila Suredja  
Dr. Alina McKay  
*Balanced Supply of Housing*  
*University of British Columbia*



**Balanced  
Supply  
of Housing**

Academic / Community Partnership

**Disclaimer:** This report includes analyses of provincial residential tenancy acts. Tenancy legislation is frequently amended, so the contents of this report are only current to January 2026. This is not legal advice. If you are a tenant facing eviction, or landlord that is looking for dispute resolution, we encourage you to seek legal advice from lawyers and advocates in your province.

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## Research Team

*Research Assistant:* Sheila Suredja

*Project Manager:* Dr. Alina McKay

*Copy-Editing, Design and Formatting:* Sarah Lewis

## Balanced Supply of Housing

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# Executive Summary

Evictions are a leading cause of housing insecurity, homelessness, and social instability across Canada. While the federal government affirms the right to adequate housing under the National Housing Strategy Act and through international treaty obligations, regulations protecting tenants' security of tenure are within provincial jurisdiction. This produces an uneven 'patchwork' of rental rules in which some provinces provide robust tenant safeguards while others offer minimal procedural rights and low barriers to eviction. This report comparatively analyzes provincial eviction frameworks, examining notice periods, dispute timelines, tribunal access, rent controls, appeals, compensation, and conditional orders, to identify policy gaps and recommend national best practices that strengthen security of tenure.

Some provinces provide tenants with extended notice, and mandatory compensation for no-fault evictions; in these areas, Quebec and PEI are leaders. Furthermore if a tenant does not respond to a notice to end tenancy, it is understood under Quebec law to have been refused, placing the onus on landlords to move through the legal process to formalize the eviction. Ontario's regulations that place the onus on the landlord by requiring that an application be filed with the Landlord Tenant Branch in order to initiate proceeding are also best practice, ensuring that notices to end tenancy are centrally registered, enabling tracking over time. During the dispute period, Nunavut and Northwest Territories provide a model where the focus is on investigation and mediation, allowing for both tenant and landlord perspectives to be heard with a focus on mediating a solution. In Alberta and Saskatchewan, arbitrators have more discretion to use conditional orders, allowing tenants and landlords to agree upon terms that must be met in order to avoid eviction. Deemed renewals, where a fixed-term tenancy moves to a month-to-month tenancy with the same protections as the fixed-term agreement are also found in some form across the country, although Ontario and Nunavut have the strongest protections by not allowing a fixed-term agreement to have a date upon which the tenant must move out (i.e., a "vacate clause"). Finally, rental control is found in many provinces along with rules governing above guideline increases. PEI's rent control guidelines tie increases to the unit, protecting affordability within the rental market. On the other hand, Manitoba has some of the strongest protections against above-guideline increases (AGIs); all AGIs must be reviewed by the residential tenancy board and tenants have an opportunity to attend hearings and dispute the proposed increases.



Based on these findings, 12 recommendations are put forward including the implementation of mandatory minimum notice periods, especially for no-fault evictions, and the requirement of affidavit-backed documentation ensuring the legitimacy of no-fault evictions. Access to legal council is also essential, and should be readably available for low-income tenants alongside formalized mediation to help resolve disputes early. In places where mediation is less feasible, minimum stator dispute periods can help provide tenants with an opportunity to respond. Proportionality provisions also provide an opportunity for landlords and tenants to come to agreement on conditions that must be met in order for the tenancy to continue. Procedural checks that require landlords to apply for a formal order of possession and prove necessity are also important to protecting security of tenure. Finally, tying rent increases to the unit, ensuring above-guideline increases are formally reviewed and providing compensation for no-fault evictions are all ways to ensure that rent increases remain fair in the long-run. Together, this work can help in the development of standards for eviction protections and the harmonization of protections nationally. The legal frameworks for these changes already exist in many jurisdictions, developing the framework to harmonize them is an essential step towards ensuring secure, dignified, and just housing outcomes for all Canadians.



# Introduction

Eviction is a legal process in which landlords can require tenants to leave their rental homes, usually involving a notice of termination, a dispute or negotiation period, formal hearings, and, if upheld, enforcement by an authority. While the broad steps of notice of eviction, dispute, hearing, and order of possession are consistent across provinces, the specifics of notice length, dispute opportunities, and tenant protections vary sharply by jurisdiction (McKay et al., 2026). This landscape introduces a patchwork system where access to justice, security of tenure, and the risk of eviction are unevenly distributed across Canada.

The frequency of evictions and the lack of comprehensive tenant protections have far-reaching social consequences. Evictions disrupt lives, increase homelessness, worsen health outcomes, and deepen housing insecurity (Wachsmuth et al., 2023). The problem is especially acute where regulations are out of sync with the realities of modern rental markets: policies often prioritize eviction for 'at-fault' reasons, such as non-payment, but lack rigorous safeguards or regulation for 'no-fault' evictions, including those tied to landlord-driven circumstances like renovations, property sales, or landlord's own use (Mathias, 2025; Webber & Zigman, 2023; Zigman & August, 2021b). These gaps in protection disproportionately affect marginalized groups and contribute to cycles of displacement and poverty (Leon & Iveniuk, 2020a).

This report identifies and assesses the gaps in current tenant protections, particularly through the lens of Canada's Renters' Bill of Rights (Housing Infrastructure and Communities Canada, 2024). In 2024, Canada's Federal Government introduced the idea of a 'Renters' Bill of Rights', building on its commitment to ensure "more people living in Canada have access to safe, affordable and inclusive housing." In the [Blueprint for a Renters Bill of Rights'](#) the Government of Canada recognized the need to "modernize[...] regulations to prioritize and encourage the creation of long-term, affordable and non-market rental stock" (Housing Infrastructure and Communities Canada, 2024). By analyzing provincial eviction frameworks, the report seeks to highlight key areas for policy reform that would better align with strengthening the government's commitments to the progressive realization of the right to adequate housing.

This report is organized into sections, each building toward a clearer understanding of Canada's eviction landscape and policy gaps. The background section provides an overview of federal and provincial division of powers on housing regulation, giving context to current jurisdiction over evictions in Canada. While Canada's National Housing Strategy Act (NHSA) and its ratification of the [International Covenant on Economic, Social and Cultural Rights](#) (ICESCR) commit the federal government to recognizing housing as a fundamental human right, legal protections concerning eviction and security of tenure are defined and enforced at the provincial level.

The methodology section outlines the comprehensive legislative review and resulting map of each jurisdiction's statutory provisions including identification of standardized stages such as notice of termination, dispute processes, hearings, and enforcement mechanisms. A structured matrix and scoring rubric are used to evaluate key elements of tenant protections, and this systematic comparison enables the identification of strengths and gaps, facilitating cross-jurisdictional learning.

Building on the comparative framework established in the methods section, the analysis section provides an overview of provincial eviction processes. The report offers a matrix to distill patterns, strengths, gaps, and outliers across Canada's provinces and territories, helping to identify which jurisdictions have the most protective measures in each rubric category (e.g., longest notice periods, best dispute systems, strongest compensation rules). The report selects best practices from each matrix column, explaining why these should be adopted as national standards. The discussion of key themes and gaps draws together recurring issues such as inadequate vacancy control, insufficient remedies for no-fault eviction, and the policy-process disconnect at the provincial-federal level.

The report concludes with recommendations for strengthening Canadian eviction protections, achieving better alignment with human rights obligations, and establishing minimum national standards to ensure secure, affordable, and dignified housing for all.

# Background

Eviction regulation in Canada exists within a complex federal system that divides legislative authority between the federal and provincial governments. While the [Constitution Act 1867](#) assigns exclusive jurisdiction over “property and civil rights” to the provinces, giving them primary responsibility over residential tenancies (30 & 31 Vict, c 3 | The Constitution Act, 1867, 1867), housing is not explicitly articulated as either a federal or provincial power (Flynn, 2025a). When it comes to housing, this constitutional ambiguity results in overlapping responsibilities and, often, fragmented policy (Flynn, 2025b).

Canada is a signatory to several international treaties recognizing the right to adequate housing as a fundamental human right, most notably the ICESCR. Article 11 of the ICESCR, to which Canada has committed, requires “recognition of the right of everyone to an adequate standard of living, including adequate food, clothing, and housing” (International Covenant on Economic, Social and Cultural Rights, 1966). Canada’s ratification commits all levels of government to progressively realize this right (Canada, 2024). The standards set out under the ICESCR demand legal protection against forced eviction, access to redress, habitability, affordability, security of tenure, and cultural adequacy in housing (International Covenant on Economic, Social and Cultural Rights, 1966).

Despite federal commitments, there remains a substantial gap between international human rights standards and domestic implementation in Canada (Flynn, 2025a). The NHSA, introduced in 2019, explicitly references the right to adequate housing as a fundamental human right affirmed in international law (National Housing Strategy Act, 2009). However, the NHSA does not itself grant legally enforceable housing rights. At the provincial level, no housing law enshrines the right to housing as a justiciable right or codifies comprehensive protections against forced evictions. Existing provincial human rights codes prohibit discrimination in housing but do not include housing as a standalone, substantive right or set enforceable minimum (Van Den Berg, 2019).



# Methods

This report employs a structured comparative analysis of eviction processes across Canada’s provinces. The analysis is grounded in statutory sources, including each province’s residential tenancy legislations, associated regulations, and publicly available administrative guidance. These legal frameworks were systematically reviewed to identify key components of the eviction process, such as the statutory grounds for eviction, required notice periods, dispute resolution procedures, and enforcement mechanisms.

Figure 1: Review Process



To facilitate jurisdictional comparison, each province’s eviction process was mapped into four standardized stages:

- **Notice of Termination**, which refers to the formal written notice issued by the landlord to initiate an eviction;
- **Dispute Period**, representing the timeframe and procedures available for tenants to contest or void the notice;
- **Hearing and Decision**, which includes the administrative or legal process through which disputes are adjudicated and decisions rendered; and
- **Order of Possession**, referring to the procedures required to enforce an eviction, including timelines and the involvement of law enforcement or court officials.

## Scoring

For each province, key elements such as notice of termination, dispute period, hearing and decision, order of possession, rent control, eviction types, compensation, appeal, onus and filling fee, conditional orders, and deemed renewals were identified and compiled into a matrix to create a direct comparison (see Appendix A for technical rubric). All factors were scored on a scale of 1 to 5.

**Eviction Types:** Canadian provinces vary in the types of eviction grounds permitted under their residential tenancy legislation. Most jurisdictions allow landlords to terminate tenancies for both at-fault reasons (such as non-payment of rent, property damage, or illegal activity) and no-fault reasons (such as landlord’s personal use, sale to a purchaser, or planned demolition and renovation). To reduce evictions that happen to turn over the unit and take advantage of higher rents in the rental market (i.e., eviction in bad-faith) many provinces have attempted to place conditions or procedural requirements on

no-fault evictions. However, in most cases the landlords retain broad discretion, and no-fault evictions remain legal and relatively easy to pursue. Provinces that limit eviction strictly to serious tenant fault or have banned no-fault evictions received the highest scores (5). Conversely, provinces with no substantive restrictions on eviction grounds and broad no-fault provisions scored lowest (1). A middle score was given to provinces that allow no-fault evictions but with safeguards such as mandatory notice, proof or affidavit requirements, and compensation.

**Notice of Termination:** The amount of time between when a landlord can ask their tenant to move, and when the tenant is legally obliged to move is referred to as the notice period. Different provinces have different notice periods often related to non-payment of rent (i.e., material terms), causes (i.e., breach of statutory conditions often related to safety and cleanliness), and 'no-fault' (e.g., personal use, sale of property, renovation and conversion etc.). Each province has different notice periods that often depend on the type of lease (e.g., fixed term or on-going), and the reason for the termination (e.g., cause vs. 'no-fault'). Each province was given a score based on how much notice was provided for termination due to non-payment of rent, landlord use, purchaser's use, demolition or renovation, and assault or significant damage. A score out of five was assigned for each eviction type (e.g., provinces that provided less than a month of notice for demolition or renovation would be assigned a 1) for a total of up to 25 and then averaged for a score out of five. An additional single point was given to provinces that had legislation in place to ensure that a termination was made in good faith and if certain populations were granted extra protected from terminations (e.g., seniors). The maximum score that a province can receive in this area is 8 (i.e., 5-points if max notice was given for all five eviction types explored (25/5), plus 1 point for good-faith legislation, 1-point for vulnerable population protections - Quebec's added protection of seniors or Northern territories protection against eviction for tenants in mobile homes during the winter months.

**Onus and Filing Fees:** The structure of filing fees and legal responsibility (onus) in eviction proceedings plays a significant role in shaping the fairness of the process. When the onus is placed on the landlord to initiate and justify eviction and filing fees are sufficiently high, it discourages strategic filings and reinforces the principle that eviction should be treated as a serious legal intervention of last resort. In contrast, systems that place the burden of response or dispute on the tenant, particularly where costs are high or procedural complexity is involved, may create barriers to justice, especially for low-income renters. Provinces were scored on a scale from 1 to 5 based on whether the landlord bears the burden of proof and the level and direction of filing fees. A score of 5 was given to provinces where the onus is on the landlord, and they are required to pay a high filing fee (over \$100) to initiate the eviction process. Provinces scored lower where tenants bear the burden, where filing fees are low for landlords, or where the process creates financial or procedural barriers for tenants.

**Dispute Period:** The dispute period refers to the amount of time that a tenant has to dispute a notice of termination once they have received it. In some provinces and territories, a notice of termination can only be issued after a rental officer investigates the application and seeks to mediate an agreement. Provinces that provided some form of mediation or investigation received a score of 5. A high score was also given to provinces that provided tenants with a longer dispute period, a clear process to dispute an eviction notice, and provided different options for disputing the notice (e.g., phone or email). Provinces with short dispute periods and unclear processes received lower scores.

**Hearing and Decision:** Provinces and territories have more or less formal processes during which the dispute between a landlord and tenant is heard and a decision is made. Provinces received a score between 5, being the highest level of protection and most formalized process, and 1, being the lowest level of protection and least formalized. Provinces that heard cases through an Independent administrative tribunal where decisions were immediately equivalent to court judgements, decision makers and arbitrators were typically trained lawyers and both parties were required to engage in some form of mediation or settlement talks before a hearing were given the highest grade. Less formal administrative bodies that were often within the jurisdiction of provincial services, with civil servants acting as adjudications, where mediation was available optionally or upon request, and decision were enforceable through the courts received the lowest score. Provinces that fell in between often offered services through administrative tribunals not part of the court system and had decision makers with some level of legal or specialized training without a formal mediation process.

**Appeals:** The right to appeal an eviction decision is a crucial safeguard in ensuring procedural fairness, correcting legal errors, and upholding tenant rights. An accessible and effective appeal process allows tenants to seek a review of decisions that may have been rendered in error or without full consideration of the circumstances. Without this mechanism, tenants face heightened risks of wrongful or premature eviction with limited ability to challenge the outcome. Provinces were scored based on the availability, cost, accessibility, and procedural protections embedded in their appeal processes. Jurisdictions received the highest score (5) if appeals were free or low-cost, included automatic stays of enforcement, and provided a minimum of 30 days to file. Provinces with limited or unclear appeal options, high costs, or no automatic stay received lower scores.

**Compensation:** Requirements for compensation play a critical role in protecting tenants from the financial harm of no-fault evictions, such as those related to landlord's personal use, property sale, or planned demolition. Compensation helps mitigate the costs of displacement, including moving expenses, higher rents in new units, and temporary housing. It also serves as a deterrent against strategic or unjustified evictions. Provinces were scored on a scale of 1 to 5 based on the strength, consistency, and enforceability of their compensation provisions. A score of 5 was assigned where compensation is mandatory and substantial, such as three months' rent or more. Lower scores were given to provinces where compensation is discretionary, minimal, limited to narrow cases, or not required by law.



**Order of Possession:** The final stage of eviction is an order of possession, which when issued provide a period of time during which law-enforcement has the authority to remove the tenant from the rental unit. Each province has a different process, but often an order of possession is dependent on an eviction notice being upheld or the landlord filing for an order of possession within a specific period of time after issuing an eviction notice. Provinces that had multiple procedural checks, an application from the landlord, and proven necessity for the order received a high score, while provinces that automatically issued an order of possession and had no opportunity for a tenant dispute received a low score.

**Conditional Orders:** These orders allow tenants facing eviction, particularly for non-payment of rent or other remediable issues, to remain in their homes if specific conditions are met, such as paying arrears by a set date. These orders are a critical tool for preserving security of tenure, preventing homelessness, and supporting tenants through temporary financial or personal hardship. When used effectively, they allow for remedial justice rather than automatic displacement. Provinces were scored on a scale of 1 to 5 based on the availability, clarity, and frequency of use of conditional orders. A score of 5 was assigned to provinces where conditional orders are routinely available and clearly embedded in eviction proceedings as a tool to prevent displacement. Provinces received a score of 1 where conditional order are not permitted, are unclear, or rarely used in practice.

**Deemed Renewals:** Across most provinces, security of tenure is not only a function of rent control and procedural protections during eviction, but also of what happens when a fixed-term lease expires. Several jurisdictions provide 'deemed renewal' where a fixed-term tenancy automatically continues. Typically, the continuation is in a form of a month-to-month or renewed fixed term on the same conditions, without requiring a new agreement or the landlord's consent, so long as the tenant remains in possession and the tenancy has not been lawfully terminated. Provinces with deemed renewals where the tenancy automatically continued and provided tenants with the same legal protections as their lease received a higher score (e.g., 5) while provinces without deemed renewals or conditions that needed to be met in order for the lease to continue where given a lower score.

**Rent Control:** Some provinces include provisions in their residential tenancy acts that only allow landlords to raise rents by a certain percentage each year for occupied units. This rate allows for moderate increases to rents (e.g., tied to inflation), while protecting tenants from unexpected rent increases that could contribute to housing insecurity or rental arrears. It is important to note that rental control is often tied to the occupant, and not the rental unit. Therefore, when a tenant moves out of a unit, and the unit becomes unoccupied, most provinces do not regulate how much rent can increase between tenancies (i.e., vacancy control). Provinces with transparent rent control regulations and required approval and notice received a higher score (e.g., 5), while provinces without regulations and unclear processes received a lower score (e.g., 1).

**Above Guideline Increases (AGIs):** Provinces with rent control also regulate rent increases that exceed the annual allowable rate within the residential tenancy act. Provinces with regulations that require formal applications, thorough review processes, and tenant participation, with strict caps on AGIs, received higher scores (e.g., 5). Provinces with no AGI process received the lowest score (e.g., 1).

## Review Processes

To ensure consistency and reduce subjectivity, two independent reviewers scored each province using a detailed technical rubric. The rubric assigns a score from 1 (minimal protection) to 5 (best practice) for each category based on standardized benchmarks. In addition to these ordinal scores, certain binary criteria such as the presence of a good faith affidavit, protections for vulnerable groups, or grace periods in enforcement were incorporated as add-on points to more accurately reflect jurisdictional safeguards. The two highest-scoring provinces were identified as best practice jurisdictions, offering strong procedural safeguards and enhanced tenant protections that can inform improvements in other provinces. When more than two provinces had a high score, the matrix was reviewed, and additional criteria were added to strengthen the comparison.

Through the eviction process mapping and matrix, unique features including strengths and gaps in each province's eviction process were identified, and the focus was directed towards areas impacting security of tenure. The analysis is limited to formal legislative and administrative processes and does not capture access to legal resources, arbitrator discretion, or informal evictions. Some categories of housing such as co-ops, care homes, and student housing may also be excluded from a provincial act. We also note that the information, and the comparison, should not be considered legal advice, nor is it necessarily accurate at the time of reading, particularly as legislation changes regularly. Please refer to [Appendix A](#) for the full technical rubric, completed provincial matrix, and final scoring tables.



## Comparative Analysis

A comparison of provincial eviction frameworks across Canada reveals important variations in the strength and scope of tenant protections, with significant implications for housing security. This analysis synthesizes findings across 12 different categories including: 1. Eviction types, 2. Notice of termination, 3. Onus and filing fee, 4. Dispute period, 5. Hearing and decision, 6. Appeal, 7. Compensation, 8. Order of possession, 9. Conditional orders, 10. Rent control, 11. Above-guideline increases, and 12. Deemed renewals. Within each of these categories, the following subsections highlight best practices by showcasing exemplary provincial models.

### Eviction Types

Of all jurisdictions, Quebec stands out for its protection of tenants from evictions. What distinguishes Quebec is that in a significant policy development, the provincial government passed [Bill 65](#) (Bill 65 (2024, Chapter 23) An Act to Limit Lessors' Right of Eviction and to Enhance the Protection of Senior Lessees, 2024) in June 2024 which temporarily (for three years) prohibit evictions based on subdivision, enlargement, or change of destination for all tenants. Section 1959.1 of the Civil Code (CCQ-1991 - Civil Code of Québec, 2025) was also amended to further protect vulnerable seniors—if the tenant is over 65, has lived in the unit for more than 10 years, and has an adjusted income that does not exceed 125% of the income to qualify for low-income housing, the landlord cannot evict them for personal use of the unit (i.e., landlord use eviction)<sup>1</sup>. This helps protect elderly tenants who have lived in their units for a longer period of time and whose income limits their ability to find alternative housing after eviction. The temporary ban also further protects all tenants from 'renovictions,' which represents a shift toward curbing no-fault evictions that is particularly aimed at preserving affordable rental housing stock. Newfoundland and Labrador have the weakest protections in this area, allowing an eviction for no reason or cause (Section 18(2) of NLL RTA) (SNL 2018, c R-14.2 | Residential Tenancies Act, 2018, 2020). This means that a tenant has relatively limited security of tenure and could be evicted with just four-weeks of notice even after living in the unit for a long period of time (e.g., 10+ years) and paying rent on-time.

By temporarily limiting eviction grounds, Quebec offers the strongest substantive protection against involuntary displacement. The enactment of Bill 65 further strengthens its legal framework, positioning the province as a national leader in upholding security of tenure and stabilizing rental housing.

### Notice of Termination

Among Canadian provinces and territories, Quebec and PEI offer strong models for notice of termination, consistently outperforming other jurisdictions. Under the Civil Code of Quebec, landlords must provide notice of 1 to 6 months to end a tenancy (depending on the duration and type of lease), the longest periods of any province in Canada. Furthermore, under Quebec's laws a notice is deemed to have been refused if the tenant does not respond. This places the burden of proof on the landlord, rather than assuming that the tenant is at fault and accepts the notice to end tenancy as is the case in many other jurisdictions. In addition, Quebec also imposes protection for vulnerable groups such as seniors, who receive enhanced protection under Bill 65 (Bill 65 (2024, Chapter 23) An Act to Limit Lessors' Right of Eviction and to Enhance the Protection of Senior Lessees, 2024). This 2024 legislation imposes a three-

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<sup>1</sup> Some exceptions apply, including the landlord or a family-member of the landlord that would occupy the unit being over 65 (QCC Section 1959.1)

year moratorium on evictions for subdivision, enlargement, or change of use, and further protections for low-income seniors. It prohibits evictions for reasons like landlord use or repossession if the tenant is over 65 years old, has lived in the dwelling for more than 10 years, and has a low income. This protects seniors from being displaced from more affordable rental units until 2027.

The notice periods in PEI's Residential Tenancy Act are among the longest in the country with a 20-day notice for non-payment, 30-day notice for evictions with cause, 60-days notice for purchaser's use, 120-days notice for landlord's own use and 180-days notice for demolition, conversion, renovation, or repairs (McKay et al., 2026). In addition, landlords must provide a sworn affidavit confirming the good faith of no-fault eviction claims, which further discourages the misuse of the process (Residential Tenancy Act Chapter R-13.11, 2025).

In contrast, other provinces such as Alberta, Ontario, and Manitoba have comparatively weaker protections. For example, Manitoba lacks a statutory notice period for non-payment of rent or service charges where evictions for arrears can proceed with immediate effect, leaving tenants with no buffer period to resolve or seek support (McKay et al., 2026). Alberta and Ontario each allow 14-day notice for non-payment, and while Ontario imposes a good-faith eviction notice for landlord's use, there is no requirement of affidavit-level verification of good-faith to fulfill (McKay et al., 2026). Compared to Quebec's enhanced protections for seniors or PEI's affidavit-backed notice requirements, these jurisdictions reflect a weaker commitment to tenant security, particularly for those facing sudden income loss or vulnerable housing situations.

There are also major differences in the amount of notice that landlords must give a tenant when serving an eviction for cause, including assault or significant damage. In Alberta and Newfoundland, a tenancy can be terminated in less than a week, with limited opportunities (or time) for a tenant to dispute a notice of termination or appeal the decision (McKay et al., 2026). In Alberta, a landlord can give a tenant 24-hours' notice of termination for significant damage or physical assault, including threats of assault, and there is no option to dispute a 24-hour notice for damage or assault<sup>2</sup>. Landlords in Newfoundland and Labrador also can end a tenancy immediately for several breaches of material conditions that would make the premises uninhabitable (SNL2018 Chapter R-14.2 - Residential Tenancies Act, 2018, 2020). In comparison, Quebec provides an opportunity for the tenant to remedy the situation before moving forward with terminating the lease.

Together, Quebec and PEI exemplify best practices in ensuring fairness and procedural integrity in this part of the eviction process. Their frameworks provide lengthy notice periods, transparency, and proactive safeguards, offering valuable policy models for other provinces. The longer and more regulated notice periods seen in these jurisdictions could meaningfully enhance security of tenants in other Canadian provinces.

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<sup>2</sup> If the tenant does not leave the property within 24-hours of receiving a notice of termination for damage or assault, the landlord must apply to the courts for an order of possession within 10-days. If they do not apply for an order of possession within the 10 days, the 24-hour notice of termination is void.

## Onus and Filing Fee

Ontario received the highest score for its tenant-supportive structure. Under the Residential Tenancies Act, the onus is placed on the landlord to justify the eviction. Landlords must file an application with the Landlord and Tenant Board (LTB) and pay a filing fee of \$186 or \$201<sup>3</sup> to initiate proceedings (McKay et al., 2026). This structure ensures that the party seeking to remove someone from their home carries both the legal burden and a financial cost, reinforcing fairness and discouraging misuse of the system.

In contrast, British Columbia (BC) places greater burdens on tenants during the eviction process. While landlords must file with the Residential Tenancy Board (RTB)—the judicial body that oversees evictions in British Columbia—to seek an order of possession, the filing fee is lower (\$100). More critically, if a tenant wishes to dispute a notice to end tenancy, they must file their own application, typically within five days and pay a filing fee of \$100, the same as the landlord (McKay et al., 2026). While fee waivers are available in BC for low-income individuals, this cost and the short timeline place a procedural and financial burden on tenants, effectively shifting part of the onus onto them to contest an eviction rather than requiring the landlord to prove it in the first place. This model risks deterring disputes from tenants who cannot afford the fee or navigate the legal process within a short window.

By imposing a clear cost and responsibility on the landlord and ensuring that tenants face no fees to defend their housing, Ontario promotes a more equitable and accessible system.

## Dispute Period

In Nunavut and the Northwest Territories (NWT), there are not specific dispute periods because the first course of action by a rental officer upon receiving an application is to investigate the claims being made. The goal of the rental officer is to resolve the matter (NWT Rental Office, 2021). This changes the dynamics as landlords and tenants do not need to dispute claims made in an application to the rental office, rather, the rental officer will investigate the claims and seek to mediate an agreement. If mediation fails and a solution is not found, the rental officer may schedule a hearing (Nunavut Rental Office | Government of Nunavut, n.d.; NWT Rental Office, 2021). While this approach is possible in smaller jurisdictions, a dispute period helps define the time within which landlords and tenants can dispute or void an application. Ontario and Quebec provide ample time for tenants to respond but also offer meaningful options to void the eviction notice, especially in cases of rent arrears claims.

Under Ontario's RTA, tenants can void a non-payment eviction within 7 to 14 days by paying all arrears and applicable costs (McKay et al., 2026). Furthermore, a tenant does not have to take any action to dispute a notice to end tenancy. Whether they agree or disagree with the notice, the landlord must apply to seek an eviction order. If the landlord applies, the Board will schedule a hearing. This provides a safeguard against informal evictions and creates a public record that enables the province to more accurately track eviction filing trends.

Quebec similarly offers strong procedural rights to dispute eviction notices under the Civil Code of Quebec and the Regulations of the Tribunal Administratif du Logement (TAL), a specialized, independent authority dedicated exclusively to housing disputes. Tenants typically have a minimum of 30 days to object

<sup>3</sup> When applying to the Ontario LTB to evict a tenant for non-payment of rent and to collect rent the tenant owes (i.e., an L1 form), the landlord's filing fee depends on whether they use the Tribunals Ontario Portal (\$186) or not (\$201).

to an eviction notice (McKay et al., 2026). In addition, tenants in Quebec retain the right to pay arrears up until the moment the tribunal issues an order, which effectively cancels the basis for eviction.

Ontario and Quebec's strong procedural safeguards during the dispute period uphold security of tenure. Their models allow time and opportunity for remedy, legal advice, negotiation, and fairness, ensuring that eviction is never automatic. By embedding payment windows, clear rights of objection, and mandatory hearing processes into law, both provinces enshrine the principle that eviction should be a last resort.

In stark contrast, Manitoba offers minimal protection during the dispute period. In Manitoba, there is no statutory dispute window for non-payment of rent where landlords can file for eviction immediately after the due date passes (The Residential Tenancies Act, C.C.S.M. c. R119, 2026). Moreover, the Act allows landlords to file a notice of termination and an application for an order of possession simultaneously, effectively fast-tracking the eviction process. While tenants technically have an opportunity to object, the timeframe for doing so is unclear and therefore not explicitly guaranteed (McKay et al., 2026).

Other provinces and territories fall somewhere in the middle. While they offer basic procedural safeguards, such as access to hearings and limited windows, these protections fall short of mediation as in Nunavut and Northwest Territories or tend to be less accessible, or less generous than those in Quebec or Ontario.

## Hearing and Decision

Among Canadian provinces and territories, Quebec stand out for their hearing and decision processes, offering models that balance independence, procedural justice, and substantive tenant rights.

In Quebec, the hearing and decision process are managed by the Tribunal Administratif du Logement (TAL). The TAL is an independent administrative tribunal that has the power to issues directly enforceable decisions. As the TAL functions within Quebec's Civil law system, adjudicators are trained legal professionals with a strong understanding of the law. Furthermore, before a hearing is scheduled a conciliation session (mediation with the goal of settling a dispute amicably) is also often required. Ontario also has a relatively robust system. While the Landlord and Tenant Board (LTB) is not part of the court system it is part of Tribunals Ontario which acts at arms-length from government. Arbitrators are often trained lawyers and are appointed to the LTB. Furthermore, prior to a hearing being scheduled a pre-hearing settlement discussion is required.

By contrast, New Brunswick's hearing and decision framework falls notably short. The eviction process is administrative and investigatory rather than adjudicative. After a landlord applies for eviction, a civil servant acting as a residential tenancy officer (RTO) investigates but does not convene a hearing with the presentation of evidence or the participation of parties (McKay et al., 2026). The RTO then decides if the eviction should move forward, or not. The investigatory role has fewer opportunities for tenants to represent themselves and less transparency in decision-making.

Many other provinces have formal hearing processes that provide landlord and tenant with more or less formal hearing and decision processes. Quebec's independent administrative tribunal surpasses most others by offering enhanced procedural support. For example, Quebec's Tenant Associations provide local resources to tenants and can help guide them through the hearing process (Wachsmuth et al., 2023).

## Appeals

Among Canadian provinces, PEI and Ontario lead in appeal protections, offering clear, accessible, and procedurally transparent pathways for tenants to challenge eviction decisions. In Ontario, tenants and landlords can challenge a decision by filing for a review with the LTB within 15 days. Prior to Bill 60, landlords and tenants could apply to the LTB to have a decision reviewed within 30-days of the order being issued, however, this will change to 15-days (Residential Tenancies Act, 2006, S.O. 2006, c. 17 |, 2025, s. 209(3)). Under Bill 60 the power of the Board to review is also subject to prescribed limits and conditions (section 209(2)). If a tenant or landlord believes that there has been an error in the law they also have the right to appeal to Divisional Courts. The process includes an automatic stay of enforcement, meaning the eviction cannot be carried out while the appeal is pending.

In PEI, tenants can appeal to the Island Regulatory and Appeals Commission (IRAC) by filing a Notice of Appeal within 10 days (for behavior/damage) or 20 days (general reasons), with no cost to file (McKay et al., 2026). Then, the IRAC sets a tele-hearing, making the process both accessible and affordable.

In contrast, Alberta and Quebec lack similar appeal mechanisms. In Alberta, decisions can be appealed to the Court of King's Bench but there is no automatic stay, meaning the tenant may be evicted while the appeal is in progress unless they apply separately for a stay (McKay et al., 2026). Quebec's process is also limited<sup>4</sup>, with no automatic stay unless the lessee seeks a suspension by demonstrating that the eviction would cause serious harm.

By providing clear timelines, automatic stays, and access to court review, Ontario and PEI provide best practices in preserving tenants' rights to due process.

## Compensation

Among Canadian provinces, Quebec and Nova Scotia lead in compensation requirements, offering models that recognize and address the economic realities of tenant displacement. In Quebec, landlords must provide mandatory compensation between 3 to 24-months' rent and reasonable moving expenses for certain no-fault eviction scenarios (CCQ-1991 - Civil Code of Québec, 2025). This legal structure not only ensures financial support but also incentivizes landlords to use eviction as a last resort, rather than a tool for market turnover or profit.

Nova Scotia also requires landlords to pay mandatory compensation in specific no-fault eviction scenarios (Residential Tenancies Act, Chapter 401 of the Revised Statutes, 1989, 2025). When evicting a tenant for the purpose of major renovations or demolition, landlords must provide compensation between 1 to 3-months' rent, depending on the quantity of units of the building. While not as high as Quebec's, this requirement is clear, enforceable, and automatic, offering tenants a minimum buffer to support their transition and signaling that such evictions carry a cost to the landlord.

In contrast, Alberta scored poorly due to its lack of any mandatory compensation requirement. There is no legal obligation for landlords to compensate tenants, even in cases of landlord's own use or redevelopment (Residential Tenancies Act Statutes of Alberta, 2004 c. r-17.1, 2025). Tenants who are evicted for

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<sup>4</sup> The stronger protections against eviction in Quebec must also be taken into account when considering the higher bar for appeals.

no-fault reasons receive only notice, with no monetary support to offset moving costs or market impacts.

By embedding mandatory and substantial compensation requirements, Quebec and Nova Scotia set a strong precedent for protecting tenant wellbeing during no-fault evictions. Their frameworks recognize the economic consequences of displacement and establish eviction as a decision that must be weighed against financial accountability.



## Order of Possession

British Columbia and Manitoba have the strongest protections with regard to orders of possession. In British Columbia, a landlord must first apply to the RTB for an order of possession to enforce a termination notice. If granted and the tenant remains in the dwelling unit, the landlord cannot take direct action. Instead, they must apply to the B.C. Supreme Court for a writ of possession, which can only be enforced by a certified court bailiff (Residential Tenancy Act [SBC 2002] c. 78, 2026). This process guarantees that multiple independent bodies review the legality of the eviction and ensures that landlords cannot self-enforce, protecting tenants against abrupt, unlawful removals. Furthermore, the effective date of an order of possession in BC is set for seven days after the order is issued which allows tenants a brief, defined period to vacate the unit.

In Manitoba, the process begins when a landlord files an application for an order of possession with the Residential Tenancies Branch (RTB). To enforce the order of possession, the landlord must file a certified copy of the order in Court and request a writ of possession, adding another independent layer of review and preventing unlawful evictions (The Residential Tenancies Act, C.C.S.M. c. R119, 2026). As in BC, the order of possession typically takes effect 7 days after issuance, providing tenants a short but defined period to vacate the rental unit voluntarily. Importantly, the hearing officer retains discretionary authority to grant additional time beyond the standard period when justified by the tenant's circumstances.

Both provinces illustrate best practice by embedding sequential procedural reviews and grace periods before physical enforcement. These collectively safeguard tenant rights, ensure only substantiated evictions proceed, and prevent landlords from circumventing due process.

By contrast, New Brunswick offers minimal procedural protection in the order of possession process. If an order is granted for terminations for cause and the tenant remains in the unit, the landlord may request an eviction order that an RTO may issue with or without further investigation (McKay et al., 2026; The Residential Tenancies Act c. R-10.2, 1975). The lack of a court-based enforcement mechanism means there is no independent check on the eviction's legality once the initial decision is made, which may increase the risk of procedural errors. In this scenario, tenants are more vulnerable, particularly if they are unaware of their rights.

## Conditional Orders

Among all jurisdictions, Alberta, Saskatchewan, and Ontario demonstrate the strongest use of conditional orders, making them important case studies in balancing landlord rights with tenant protection. Conditional orders are rulings that provide the tenant with specific conditions (e.g., paying overdue rent by X date) that must be met in order for the order of possession (i.e., the eviction) to be lifted. In all 3 provinces, conditional orders are available and issued in some cases (McKay et al., 2026; Whitmore, 2023). For example, in Alberta, arbitrators have broad discretion to establish alternative dispute resolution mechanisms (e.g., a repayment plan) to help resolve a dispute (s. 54.7) (Residential Tenancies Act Statutes of Alberta, 2004 c. r-17.1, 2025). These legal provisions acknowledge that eviction is not always necessary and provides a structured opportunity for resolution, particularly for tenants facing short-term financial hardship or awaiting support <sup>5</sup>.

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<sup>5</sup> Whether these legal provisions are used in practice is outside of the scope of this review.

In contrast, Nova Scotia and Newfoundland and Labrador lack formal frameworks for the use of conditional orders, and no standardized procedures exist for issuing them (McKay et al., 2026; Whitmore, 2023). As a result, tenants in these provinces are more likely to face immediate or irreversible eviction, even in cases where the underlying cause could be resolved.

## Deemed Renewals

Deemed renewals—where a fixed term lease ends and the tenant remains in possession without a new agreement and the tenancy automatically continues as a month-to-month tenancy with the same terms and conditions—are found in British Columbia, Ontario, PEI, Northwest Territories, and Nunavut. Ontario and Nunavut have the strongest protections and do not allow ‘vacate clauses’ that set a date that tenants must move out. In British Columbia, vacate clauses are only allowed under two circumstances; 1. when the landlord or their family member intend to occupy the unit at the end of the term (for more than 6-months), or 2. to mark the end of a sublease. Deemed renewals are an important aspect of rent control that allow tenants to benefit from the same protections as long-standing tenants, creating a critical mechanism that protects security of tenure.

Quebec, Manitoba, Newfoundland and Labrador also provide ‘deemed renewal’ but with additional procedural structure. Quebec renews leases when the tenant remains over 10 days post-expiry without landlord opposition; Manitoba deems a lease renewed if the landlord does not issue a three-month notice and the tenant stays; and Newfoundland and Labrador continue the tenancy under existing terms if the tenant remains post-expiry without a termination notice. Other provinces offer significantly weaker protection such as in Nova Scotia which requires landlords to consent before a tenancy can transition to a month-to-month renewal after a fixed term, leaving tenants more vulnerable. Alberta, Saskatchewan, and New Brunswick do not have meaningful deemed renewal mechanisms, since they allow fixed-term tenancies to end without any automatic continuation or protection for sitting tenants.

## Rent Control

PEI has the strongest rent control legislation across all provinces and territories in Canada. In PEI, the province maintains a rent control system that caps annual increases set by the Director of Residential Tenancy and is attached to the unit instead of the tenant (i.e., vacancy control) (Residential Tenancy Act Chapter R-13.11, 2025). For 2025, the maximum allowable increase was 2.3%, with landlords required to provide three months’ prior written notice on an approved form. This means that when a tenant moves out, the landlord cannot raise the rent beyond the previous lawful amount for the next incoming tenant without formal approval of the Director of Residential Tenancy.

British Columbia enforces a strict annual rent increase cap tied directly to inflation (Residential Tenancy Act [SBC 2002] c. 78, 2026). For 2025, BC set the allowable rent increase at 3%, down slightly from 3.5% in 2024, reflecting the province’s commitment to align rent growth with economic realities while protecting renters from excessive hikes. Landlords are required to provide tenants with three months’ written notice of any rent increase and are prohibited from increasing rent more than once in any 12-month period. However, restrictions on rent increases are tied to the tenancy allowing landlords to increase the rent between tenancies to ‘market rates.’

Some provinces, like Ontario, have only partial rental control. For example, all units occupied for residential purposes after November 15th, 2018, are exempt from rent control (Residential Tenancies Act, 2006, S.O. 2006, c. 17 |, 2025)introducing a major loophole for landlords in the province. Landlords still need to apply to Ontario's LTB before increasing rent and give their tenant 90-days' notice of the increase, however, there is no limit to the increase that landlords renting newly occupied units can apply for. Tenants in Alberta must be given proper notice, and rent increases can only happen annually, however there is no regulation on the amount that rent can be increased during a tenancy (Residential Tenancies Act Statues of Alberta, 2004 c. r-17.1, 2025).

Both BC and PEI demonstrate that strong, transparent, and enforceable rent increase caps are essential to preserve tenant affordability and housing stability. The linkage of rent increases to the unit instead of the tenant in PEI is particularly important to prevent rent inflation through a commonly exploited loophole.

### **Above-Guideline Increases**

Among Canadian provinces, PEI and Manitoba maintain strong, legislated rent control frameworks that establish maximum allowable rent increases which ensure such increase undergo reviews before approval. In Manitoba, landlords seeking to increase rent above the guidelines must apply formally to the RTB for a mandatory and thorough review (The Residential Tenancies Act, C.C.S.M. c. R119, 2026). Tenants are also included in this review and can participate through hearings if they dispute the proposed increase.

PEI offers a similarly rigorous approach, where landlords who wish to raise rents beyond the annually set guidelines cap must submit to the Director of Residential Tenancy (Residential Tenancy Act Chapter R-13.11, 2025). The application then requires a mandatory and thorough review process by the Director. What distinguishes PEI's system is its maximum increase where the above guideline increases cannot exceed an additional 3%, even when approved. This not only ensures that above-guideline increases are thoroughly reviewed but also places a hard limit on the extent of the financial impact tenants may face. Both provinces exemplify best practice through mandatory assessment and above-guideline increase limit.

In stark contrast, Alberta, Saskatchewan, Nova Scotia, and Newfoundland and Labrador offer no protections specific to the above-guideline increases. The regulatory gap leaves tenants in these provinces vulnerable to rent shocks that can lead to housing instability or displacement, especially in tight rental markets.

# Recommendations

Drawing from the comparative analysis of provincial eviction frameworks, the following recommendations outline best practices to improve tenants' security of tenure during the eviction process.

## Recommendation 1

**Implement mandated minimum notice periods especially for no-fault evictions or landlord's use that provide tenants with adequate, predictable time to prepare for tenancy termination, and require that any notice to terminate a tenancy must state clear lawful grounds or a valid cause of action.**

As General Comment No. 7 of the UN Committee on Economic, Social and Cultural Rights (CESCR) clarifies regarding Article 11(1) of the International Covenant on Economic, Social and Cultural Rights, "Adequate and reasonable notice for all affected persons prior to the scheduled date of eviction" is a core obligation of state parties in the context of the right to housing (UN Committee on Economic, 1997). Requiring landlords to state specific, lawful grounds for eviction ensures transparency and accountability, preventing arbitrary or retaliatory displacement. Without both cause and sufficient notice, tenants are denied meaningful time to access legal assistance, challenge improper claims, negotiate alternatives, or secure new housing. Longer notice periods, such as Quebec's lease-based notice, provide tenants with crucial time and transparency to seek alternatives.



## Recommendation 2

**Affidavit-backed documentation should be required for no-fault evictions to ensure legitimacy, reduce abuse of the system, and provide a clear evidentiary basis in the event of dispute resolution proceedings.**

Mandating sworn affidavits substantially raises the evidentiary bar for landlords seeking to end tenancies for no-fault reasons. As seen in Ontario and PEI's affidavit requirements on no-fault evictions, it is a central element allowing the tribunal to assess the genuineness of intent and to check for patterns of abuse, such as repeated use of no-fault claims without follow-through (Tribunals Ontario, 2021). Complementing this, First United (First United, 2025) recommends amending procedural rules to require landlords to provide evidence first when seeking eviction, while ensuring tenants are given adequate time to review and respond. Together, affidavit requirements and front-loaded evidence processes embed accountability, strengthen procedural fairness, and protect tenants from displacement rooted in unsubstantiated or opportunistic claims.

## Recommendation 3

**Standardize and mandate tenant dispute filing procedures combined with clear, accessible guidance and legal counsel support, particularly for low-income tenants, to ensure actual opportunities to contest eviction notices.**

Access to legal assistance is crucial to ensuring meaningful participation in the eviction process, especially for low-income tenants. Tenants are at a significant disadvantage without legal advice or representation, and the consequences of eviction are severe and often irreversible. Many tenants either fail to dispute eviction notices or are unsuccessful in doing so due to insufficient access to legal knowledge, assistance, or time, all of which erode the substance of their rights (Buhler, 2022).

## Recommendation 4

**Minimum statutory dispute periods should be established to allow tenants a reasonable opportunity to respond.**

A guaranteed dispute period is essential to safeguard administrative fairness in evictions. Minimum statutory dispute periods play an important role in providing an opportunity for the tenant to seek legal counsel, understand their rights, and file a dispute, which are often precursors to mediation or a hearing. Without minimum statutory dispute periods, tenants may seek alternative accommodation, leading to added costs and the stress of moving, without being aware of the ability to dispute evictions. Furthermore, there is limited recourse for tenants that find that there were alternatives to the eviction after they have moved. The right to contest an eviction to file a dispute, present evidence, and participate in proceedings is foundational to procedural fairness.

## Recommendation 5

**In non-payment cases, damage, interfering with others, and overcrowding, provinces should embed a ‘void option’ that allows tenants to automatically cancel (or void) the eviction by correcting the issue and applicable costs within a defined timeframe.**

The ‘void option’, available in some provinces, provides tenants with an important remedial mechanism. Under this model, if a tenant pays all outstanding arrears and any related legal fees or interest within a specified window, the landlord’s eviction application is cancelled without the need for a hearing. This option also provides tenants with an alternative to eviction, avoiding unnecessary displacement while still addressing the landlord’s financial claims. It also reduces pressure on tribunal systems by resolving cases without adjudication.

## Recommendation 6

**Formalize the use of mediation prior to hearing and decision process, offering tenants and landlords a non-adversarial pathway to resolve disputes early.**

Conflict resolution and mediation are critical components of eviction prevention strategies, positioned to preserve tenancies, reduce tribunal caseloads, and support housing outcomes aligned with rights-based and preventive frameworks (Zell & McCullough, 2020). Unlike hearings where the focus is on each party’s legal claims and responsibilities, the focus of mediation is often on relationships and provides both parties with an opportunity to have their voice heard both by the mediator and the other party (D. T. Eisenberg & Ebner, 2020). This type of conflict resolution can make the difference between retaining housing and being evicted into homelessness (Community Mediation Services of Central Ohio, 2022; Smith & Guerin, 2017). Day-of-trial mediation programs are particularly effective for low-income tenants or tenants with no legal defense and may have difficulty navigating tribunal or court systems. Tenants who are in arrears also often have no legal grounds on which to challenge the notice to end tenancy. In many cases, a mediated agreement can help provide an opportunity for tenants and landlords to negotiate a repayment plan that would not be an option in a hearing. Alternatively, in cases where a tenant agrees to vacate the property, it is often on a timeline that allows them to secure alternative housing and avoid an enforced eviction, which can be traumatic (D. Eisenberg & Ebner, 2020).



## Recommendation 7

**Introduce multiple procedural checks requiring landlords to apply formally for orders of possession, prove necessity, and provide tenants with mandatory grace periods and opportunities for review before physical enforcement by authorized agents.**

In BC, except for evictions related to renovations, landlords are generally not required to provide evidence or attend a hearing before an eviction proceeds unless the tenant formally disputes the notice. Once a landlord serves a valid notice, the burden falls on the tenant to challenge the eviction within a specific timeframe. If the tenant does not take action, the eviction will continue uncontested without further review or evidence from the landlord (Marsden, 2023b). Research from First United (First United, 2025) further shows that compressed timelines and reverse-evidence rules often leave tenants with only 2-3 days to prepare, precluding a fair opportunity to present their case. Multiple procedural checks including front-loaded evidentiary requirements and mandatory grace periods are therefore fundamental to uphold housing rights and ensure that eviction is truly a last resort.

Inclusion of short grace periods in eviction orders is particularly critical given the vulnerabilities faced by tenants. Many tenants who have experienced housing loss were waiting for government benefits, which directly impact their ability to pay rent or respond to eviction notices in time (Community Social Planning Council of Greater Victoria, 2025). Grace periods will account for such delays, as well as the tenant's need to find funds or seek support, recognizing the harsh consequences of abrupt eviction and enhancing fairness without compromising the landlord's right to repossession.

## Recommendation 8

**Adopt strong, enforceable rent increase caps tied to objective inflation indices, embedded with vacancy control (rent increases tied to units, not tenants), and accompanied by mandatory notice and dispute rights.**

Strong rent control is essential to keep rental units affordable and protect security of tenure by preventing rent hikes that lead to arrears or displacement. While some caution that rent control can affect supply, this policy works best alongside supply-side measures such as upzoning and faster development to avoid long-term constraints (Stacy et al., 2025). In Canada, overreliance on market developers has failed to meet rental demand even under limited rent control and low interest rates. Government programs in the 1960s–1980s successfully delivered much of today's rental stock, however since the 1990s, declined investment in nonmarket housing and insufficient construction of purpose-built rental have created a significant deficit of affordable homes, worsening housing pressures (Whitzman, 2024). This history underscores that rent regulation must be paired with proactive measures to expand supply.

Quebec illustrates this balance as its regulatory framework, administered through TAL, has maintained comparatively affordable rents while sustaining rental construction, showing that enforceable rent protections can complement rather than hinder long-term housing security (CMHC, 2025). Similarly, PEI's system caps annual rent increases (set at 2.3% for 2025), ties increase to the unit (not the tenant), and strictly limits above-guideline increases to an additional 3% following mandatory review, ensuring rents remain stable even for new tenants and requiring formal notice and dispute rights for tenants.

## Recommendation 9

**Enforce thorough, mandatory review processes for rent increases exceeding guidelines requiring landlord application, comprehensive economic justification, tenant notification, and available tenant hearings.**

Lack of transparent procedures have allowed landlords to systematically use AGIs as a profit-maximizing tool, leading to rent increases above provincial caps (Zigman & August, 2021a). Strengthening AGI oversight through rigorous landlord application requirements, comprehensive economic justification, transparent tenant notification, and accessible tenant hearings ensures rent hikes are justified, predictable, and fair—directly protecting tenants from financial harm and unjust eviction. In addition, clear limits must be established on the duration of AGIs. Mechanisms should be in place to track when the approved increase has fully paid for the improvements and to notify both tenants and landlords when the AGI term ends, at which point rents must revert to their pre-AGI trajectory. This prevents AGIs from becoming a permanent rent inflation mechanism and reinforces their original intent as a temporary cost-recovery tool.

## Recommendation 10

**Require landlords to provide financial compensation or relocation assistance to tenants facing eviction on no-fault grounds, such as for personal use, sale, or major renovations.**

Mandating compensation for no-fault evictions promotes fairness, balances landlord-tenant power dynamics, and encourages more thoughtful decision-making around evictions, thereby protecting tenants' stability and mitigating the disruptive social and economic impacts of displacement. No-fault evictions are especially prominent in neighborhoods with rapidly increasing home prices and a high share of secondary rental stock, revealing how such evictions often function as mechanisms of displacement rather than necessity (Gridale, 2025). Evidence from BC's 85% rate of no-fault evictions further underscores that it is often deployed as a market-driven replacement (Xuereb & Jones, 2023a). When paired with affidavit-backed documentation, mandatory compensation ensures that no-fault evictions are both legitimate and accompanied by concrete tenant protections, creating a twofold safeguard against displacement.

## Recommendation 11

**Enable tribunal adjudicators and other decision-makers to consider alternatives to eviction by incorporating proportionality provisions (e.g., payment plans or behavioral conditions) into provincial residential tenancy acts.**

By requiring landlords to exhaust conditional measures first, such as structured repayment plans or behavioral agreements, policy measures that seek alternatives to eviction balance the interests of landlords and tenants, reduce the risk of homelessness, and emphasize housing stability (Whitmore,

2023). Proportionality provisions are critical to the right to housing, as they enable adjudicators to meaningfully consider vulnerable tenants' individual circumstances and alternatives to eviction, thereby balancing the competing interests of landlords and tenants (Vols, 2019). This framework encourages evidence-based decisions by adjudicators who must consider all circumstances and potential consequences before ordering an eviction.

## Recommendation 12

**Develop national standards for eviction protections that provide model policy and guidance on best practices for security of tenure. These standards can incorporate best practices identified above that are already being used successfully by provinces across Canada.**

National standards would provide an opportunity for the federal government to standardize rules and regulations governing landlords and tenants across the country, providing a more transparent and easier to navigate system for both landlords and tenants. The Blueprint for a Renters' Bill of Rights provides a policy approach and principles that align with the right to housing. Tying alignment with national standards to bi-lateral funding agreements for housing between the federal and provincial governments is also one mechanism to ensure that these standards are adopted. While there are some challenges to aligning civil law in Quebec and common law in the rest of Canada, principles-based standards would allow each province to adopt changes within existing legislation.



## Limitations

While this report advances best practice recommendations focused on strengthening security of tenure throughout eviction proceedings, several limitations issues merit acknowledgment. First, each province's legislative and administrative architecture varies significantly, impacting the feasibility of implementing major reforms. Employment opportunities across Canada often shape market dynamics and demand, leading to specific provisions in residential tenancy acts that allow for or limit certain types of tenancies and the notice required. Judicial decisions also vary by province and, given *stare decisis*<sup>6</sup>, changes in one province don't apply in another, thus limiting what is judicially possible. Furthermore, housing market dynamics, and political contexts affect the possibility of reform. Thus, recommendations may require a tailored adaptation rather than one-size-fits-all application. However, low vacancy rates and the prevalence of no-fault evictions across Canada (Xuereb & Jones, 2023; Grisdale, 2025) suggest a need for immediate, pan-Canadian action to protect security of tenure and the human right to housing.

There remains a substantial need for empirical data grounding how legal protections influence actual eviction rates, tenant outcomes, and housing stability. Moreover, while this report reviews formal legal protections, it is important to recognize that the rules, as written, may operate very differently in practice. Understanding this implementation gap and its real-world impacts requires focused qualitative and quantitative research.

A further limitation is that the report does not deeply analyze how structural discrimination (based on race, disability, gender identity, etc.) affect eviction risks. Research consistently shows that racialized households are at greater risk of eviction (Greenberg et al., n.d.; Leon & Iveniuk, 2020; Thomas, 2017). Furthermore, race and gender often intersect to further disadvantage marginalized groups (Thomas, 2018). Indigenous households in Canada also are at higher risk of eviction and are more likely to experience homelessness after eviction (Marsden, 2023a). Abundant evidence shows a clear need to further review residential tenancy acts with a focus on addressing systemic discrimination through legal reform. This includes addressing how landlord discretion in tenant selection or lease breaks can lead to exclusion or harm marginalized tenants (Earle et al., 2025). Informal evictions, including pressure tactics or threats outside formal processes, are beyond the purview of this study but significantly impact tenant security and housing justice (Mathias, 2025).

Finally, this analysis emphasizes eviction process protections and rent regulation but does not incorporate critical issues related to landlord rights, tenant safety, property condition, or lease enforcement. Issues like prevention of unit damage, compliance with maintenance standards, and landlord protections against fraudulent tenant behaviour are outside this scope yet essential for balanced housing policy.

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<sup>6</sup> *Stare decisis*, meaning "to stand by things decided," is a core legal principle in common law systems. It requires courts to follow established precedents (past rulings) when deciding similar cases, ensuring consistency, predictability, and fairness in the law's development, though higher courts can overturn their own precedents for compelling reasons.

## Conclusion

This comparative analysis of Canada's provincial eviction frameworks reveals inconsistencies in tenant protections, process fairness, and access to justice. While Canada's international and federal commitments recognize adequate housing as a fundamental right, the protections guaranteeing security of tenure and safeguards against eviction remain unevenly distributed across provinces. The absence of minimum national standards contributes to a patchwork of procedures, exposing tenants to a higher risk of eviction, particularly marginalized groups who are disproportionately impacted by housing insecurity.

The examination of best practices demonstrates that stronger procedural protections, such as longer notice periods, accessible dispute mechanisms, conditional orders, and compensation for no-fault evictions, can significantly enhance housing stability. Jurisdictions like Quebec, Ontario, and PEI lead in various aspects by offering extended notice requirements, robust hearings and appeal processes, clear compensation mandates, and meaningful opportunities for tenants to remediate and retain their housing. However, several provinces still lag in offering basic protections, with weak notice rules, limited access to legal remedies, and minimal recourse for unjust displacement.

To bridge these disparities, the report recommends adopting principles that support best practices as minimum national standards, including longer notice and dispute periods, mandatory affidavits for no-fault evictions, structured conditional orders, enforceable rent controls and review processes, compensation requirements, and formal mediation opportunities. These reforms, adapted for local contexts, are essential steps toward ensuring secure, dignified, and just housing outcomes for all Canadians.



# References

- 30 & 31 Vict, c 3 | The Constitution Act, 1867 (1867). <https://www.canlii.org/en/ca/laws/stat/30---31-vict-c-3/latest/30---31-vict-c-3.html>
- Bill 65 (2024, Chapter 23) An Act to Limit Lessors' Right of Eviction and to Enhance the Protection of Senior Lessees (2024).
- Buhler, S. (2022). The Right to Counsel for Tenants Facing Eviction: Security of Tenure in Canada. The Homeless Hub. [https://www.homelesshub.ca/sites/default/files/attachments/Buhler-the\\_right\\_to\\_counsel\\_for\\_tenants\\_facing\\_eviction-security\\_of\\_tenure.pdf](https://www.homelesshub.ca/sites/default/files/attachments/Buhler-the_right_to_counsel_for_tenants_facing_eviction-security_of_tenure.pdf)
- Canada, I. (2024). SOLVING THE HOUSING CRISIS: CANADA'S HOUSING PLAN. Infrastructure Canada. <https://housing-infrastructure.canada.ca/alt-format/pdf/housing-logement/housing-plan-logement-en.pdf>
- CCQ-1991 - Civil Code of Québec, Pub. L. CCQ-1991, Quebec (2025). <https://www.legisquebec.gouv.qc.ca/fr/document/lc/ccq-1991?langCont=en>
- CMHC. (2025). Rent Control and the Affordability of Rental Housing in Canada. <https://www.cmhc-schl.gc.ca/professionals/housing-markets-data-and-research/housing-research/research-reports/accelerate-supply/rent-control-affordability-rental-housing-canada>
- Community Mediation Services of Central Ohio. (2022). Housing Stabilization & Homelessness Prevention Program. [https://Communitymediation.Com/Mediation/Mediation-for-Individuals/Housing\\_disputes/Housing-Stabilization-Homelessness-Prevention-Program.Html](https://Communitymediation.Com/Mediation/Mediation-for-Individuals/Housing_disputes/Housing-Stabilization-Homelessness-Prevention-Program.Html)
- Community Social Planning Council of Greater Victoria. (2025). The Drivers of Eviction Understanding What is Contributing to Housing Loss for Renters in B.C. Community Social Planning Council. <https://communitycouncil.ca/wp-content/uploads/2025/06/The-Drivers-of-Eviction-Understanding-What-is-Contributing-to-Housing-Loss-for-Renters-in-B.C.pdf>
- Earle, M., Hodson, G., & O'Manique, S. (2025). Measuring Discrimination in Rental Housing Across Canada. Canadian Centre for Housing Rights (CCHR).
- Eisenberg, D. T., & Ebner, N. (2020). Disrupting the Eviction Crisis with Conflict Resolution Strategies. In Law Journal of Public Policy and Practice Public Policy and Practice (Vol. 41). <https://open.mitchellhamline.edu/policypracticeAvailableat:https://open.mitchellhamline.edu/policypractice/vol41/iss3/2>
- First United. (2025). Inclusion, Fairness, & Stability: Advancing Solutions for the Right to Housing in B.C. FIRST UNITED. [https://admin.firstunited.ca/app/uploads/2025/06/First-United\\_Law-Reform-2025\\_Digital.pdf](https://admin.firstunited.ca/app/uploads/2025/06/First-United_Law-Reform-2025_Digital.pdf)

- Flynn, A. (2025a). Binding Rights: Contractual Federalism and the Right to Housing in Canada. *European Review of Contract Law*, 21(3), 393–412. <https://doi.org/10.1515/ercl-2025-2013>
- Flynn, A. (2025b, May). Constitutional Silence, Political Noise: The Case for Strong Federal Involvement in Housing Policy in Canada. *ICONnect*. <https://www.iconnectblog.com/constitutional-silence-political-noise-the-case-for-strong-federal-involvement-in-housing-policy-in-canada/>
- Greenberg, D., Gershenson, C., & Desmond, M. (2016). Discrimination in Evictions: Empirical Evidence and Legal Challenges. *Harvard Civil Rights-Civil Liberties Law Review*, 51(1), 115.
- Grisdale, S. (2025). Filling the Gaps: An Analysis of Eviction Filings in the Greater Toronto Area from 2010-2021. *Balanced Supply of Housing*.
- Housing Infrastructure and Communities Canada. (2024, September). Blueprint for a Renters' Bill of Rights. <https://housing-infrastructure.canada.ca/housing-logement/bill-rights-charte-droits/renters-locataires-eng.html>
- International Covenant on Economic, Social and Cultural Rights, 993 U.N.T.S. 3 (1966). <https://www.ohchr.org/sites/default/files/ceschr.pdf>
- Leon, S., & Iveniuk, J. (2020). *Forced Out: Evictions, Race, and Poverty in Toronto*. Wellesley Institute.
- Mathias, JP. (2025). Understanding Informal Evictions in Toronto Impacts and Implications for Tenants. <https://housingrightscanada.com/wp-content/uploads/2024/12/CCHR-Research-Report-Informal-Evictions-in-Toronto-January-2025.pdf>
- Marsden, S. (2023a). *BC Eviction Mapping: Interim Report (Number May)*.
- Marsden, S. (2023b). *BC's Eviction Crisis: Evidence, Impacts, and Solutions for Justice*. FIRST UNITED.
- Mathias, J. P. (2025). *Understanding Informal Evictions in Toronto: Impacts and Implications for Tenants*. Canadian Centre for Housing Rights (CCHR).
- McKay, A., Ferguson, L., & Barret, E. (2026). *A Review of Canadian Eviction Filing Processes*.
- National Housing Strategy Act, S.C. 2019, c. 29, s. 313 (2009). <https://laws-lois.justice.gc.ca/eng/acts/n-11.2/FullText.html>
- Nunavut Rental Office | Government of Nunavut. (n.d.). Retrieved March 3, 2026, from <https://www.gov.nu.ca/en/justice-and-individual-protection/nunavut-rental-office>

- NWT Rental Office. (2021). Information about the Residential Tenancies Act for Landlords and Tenants. [https://www.justice.gov.nt.ca/en/files/rental-agreements/Information%20about%20the%20Residential%20Tenancies%20Act%20for%20landlords%20and%20tenants\\_2021.pdf](https://www.justice.gov.nt.ca/en/files/rental-agreements/Information%20about%20the%20Residential%20Tenancies%20Act%20for%20landlords%20and%20tenants_2021.pdf)
- Residential Tenancies Act, 2006, S.O. 2006, c. 17 |, Pub. L. S.O. 2006, c.17 (2025). <https://www.ontario.ca/laws/statute/06r17>
- Residential Tenancies Act, Chapter 401 of the Revised Statutes, 1989, Pub. L. 2025, c.19, ss. 36–38, Province of Nova Scotia (2025).
- Residential Tenancies Act Statues of Alberta, 2004 c. r-17.1, Pub. L. 2004 c. R-17.1, Province of Alberta (2025). [https://kings-printer.alberta.ca/1266.cfm?page=R17P1.cfm&leg\\_type=Acts&isbn-cln=9780779853311](https://kings-printer.alberta.ca/1266.cfm?page=R17P1.cfm&leg_type=Acts&isbn-cln=9780779853311)
- Residential Tenancy Act Chapter R-13.11, Prince Edward Island (2025). [https://www.princeedwardisland.ca/sites/default/files/legislation/r-13-11-\\_residential\\_tenancy\\_act.pdf](https://www.princeedwardisland.ca/sites/default/files/legislation/r-13-11-_residential_tenancy_act.pdf)
- Residential Tenancy Act [SBC 2002] c. 78, Pub. L. SBC 2002, c. 78, King's Printer, Victoria, British Columbia, Canada (2026). [https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/02078\\_01](https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/02078_01)
- Smith, A., & Guerin, T. (2017). Report on the 2016 Rent Court ADR Pilot for the District Court of Maryland in Baltimore City. [https://digitalcommons.law.umaryland.edu/cdrum\\_fac\\_pubs](https://digitalcommons.law.umaryland.edu/cdrum_fac_pubs)
- SNL 2018, c R-14.2 | Residential Tenancies Act, 2018 (2020). <https://www.canlii.org/en/nl/laws/stat/snl-2018-c-r-14.2/latest/snl-2018-c-r-14.2.html>
- Stacy, C., Hodge, T. R., Komarek, T. M., Davis, C., Stern, A., Noble, O., Morales-Burnett, J., & Rogin, A. (2025). Rent control and the supply of affordable housing. *Journal of Housing Economics*, 68, 102063. <https://doi.org/10.1016/j.jhe.2025.102063>
- The Residential Tenancies Act c. R-10.2, Pub. L. Chapter R-10.2, Legislative Assembly of New Brunswick (1975).
- The Residential Tenancies Act, C.C.S.M. c. R119, Pub. L. C.C.S.M. c. R119 (2026). <https://web2.gov.mb.ca/laws/statutes/ccsm/r119.php>
- Thomas, T. (2018). Neighborhood & Demographic Disparities in Eviction. 1–43.
- Thomas, T. A. (2017). *Forced Out: Race, Market, and Neighborhood Dynamics of Evictions*. University of Washington.

- Tribunals Ontario, L. and T. B. (2021). Eviction for Personal Use, Demolition, Repairs and Conversion Interpretation Guideline 12.
- UN Committee on Economic, S. and C. R. (CESCR). (1997). General Comment No. XX (INT/CESCR/GEC/6430) of the Committee on Economic, Social and Cultural Rights. [https://tbinternet.ohchr.org/\\_layouts/15/TreatyBodyExternal/Download.aspx?symbolno=INT/CESCR/GEC/6430&Lang=fr](https://tbinternet.ohchr.org/_layouts/15/TreatyBodyExternal/Download.aspx?symbolno=INT/CESCR/GEC/6430&Lang=fr)
- Van Den Berg, R. (2019). A Primer on Housing Rights in Canada. <https://lop.parl.ca/staticfiles/PublicWebsite/Home/ResearchPublications/BackgroundPapers/PDF/2019-16-e.pdf>
- Vols, M. (2019). European Law and Evictions: Property, Proportionality and Vulnerable People. 27(4). <https://doi.org/10.54648/erpl20190040>
- Wachsmuth, D., St-Hilaire, C., Kerrigan, D., Chellew, C., Adair, M., & Mayhew, B. (2023). The Lived Experience of Evictions in Canada. McGill University.
- Webber, C., & Zigman, P. (2023). Renovictions : Displacement and Resistance in Toronto (Number April).
- Whitmore, D. (2023). Proportionality: A legal framework to make eviction a last resort in Canada Proportionality.
- Whitzman, C. (2024). Home Truths: Fixing Canada's Housing Crisis. University of British Columbia Press. <https://doi.org/10.59962/9780774890717>
- Xuereb, S., & Jones, C. (2023). Estimating No-Fault Evictions. Balanced Supply of Housing. <https://bsh.ubc.ca/estimating-no-fault-evictions/>
- Zell, & McCullough. (2020). HOUSING RESEARCH REPORT Evictions and Eviction Prevention in Canada. [https://eppdscrmssa01.blob.core.windows.net/cmhcprodcontainer/sf/project/archive/research\\_6/evictions-and-eviction-prevention-in-canada.pdf](https://eppdscrmssa01.blob.core.windows.net/cmhcprodcontainer/sf/project/archive/research_6/evictions-and-eviction-prevention-in-canada.pdf)
- Zigman, P., & August, M. (2021a). Above Guideline Rent Increases in Ontario: Trends, Impacts, and Policy Gaps. RenovictionsTO. <https://renovictionsto.com/RenovictionsTO-AGIReport-Final.pdf>
- Zigman, P., & August, M. (2021b). Above Guideline Rent Increases in the Age of Financialization (Number February).

# Appendix A

Score	Description	Measurement Criteria (General)	Indicators
5	Best	Meets/exceeds best practice and includes robust procedural safeguard or unique tenant protection	Longest notice, mandatory good faith/affidavit, automatic stay, strong rent control, broad coverage, etc.
4	Strong	Meets best practice or includes a strong safeguard	Meets notice benchmark, accessible hearings, compensation available, some exclusions, procedural transparency
3	Adequate	Just under benchmark, or meets only one element (notice or safeguard)	Slightly short notice, moderate fees, some delays, limited compensation, standard framework
2	Weak	Short notice or minimal procedural safeguard	Short notice, high fees, rare compensation, barriers to appeal, gaps in coverage
1	Minimal/None	Immediate/very short notice, no safeguard, or outdated/inaccessible process	Immediate eviction, no hearings, no rent control, major exclusions, rare/no compensation

Category	5=Best	4=Strong	3=Adequate	2=Weak	1=Minimal/None
<b>Notice of Termination</b>	Based on average score				
<b>Dispute Period</b>	Rental officer investigates and seeks mediated solution prior to hearing.	≥14 days, clear process, minimal barriers	10–13 days, accessible process	<10 days, high burden effort	Extremely limited/unclear dispute process

Category	5=Best	4=Strong	3=Adequate	2=Weak	1=Minimal/None
<b>Hearing and Decision</b>	Independent administrative tribunal. Required settlement/mediation prior to hearing. Decision makers/arbitrators typically require training as lawyers. Decision immediately equivalent to court judgement	Quasi-judicial Administrative body. Facilitated negotiation encouraged prior to hearing. Legal education (training as lawyers) not mandatory. Filed with court for enforcement	Administrative tribunal. Legal education (training as lawyers) not mandatory. Mandatory pre-hearing settlement discussion. Filed with court for enforcement	Administrative body under Provincial Services – adjudicators typically civil servants with some specialized training – optional mediation offered. Decision enforceable through courts	Administrative body under Provincial Services – adjudicators typically civil servants – mediation available upon request or optional. Decision enforceable through courts
<b>Order and Possession</b>	Multiple procedural checks, proven necessity from landlord, need LL application	Procedural checks, tribunal/court discretion to delay or refuse enforcement	Typical enforcement, order issued after hearing	Minimal checks, tenant has no opportunity to delay or contest enforcement	Almost automatic eviction, no opportunity for tenant input or delay
<b>Above Guideline Increases</b>	Thorough and mandatory considerations, with term for AGIs	Thorough and mandatory consideration, no term (i.e., no end date upon which the AGI expires)	Some consideration but no term	No maximum on above guideline increases, and no term	Not applicable
<b>Eviction Types</b>	Only for serious cause, no-fault banned	Strict cause required in most cases, tightly regulated	Allows some no-fault with safeguards (notice, compensation, proof)	Landlord discretion for no-cause, few restrictions	no limits
<b>Compensation</b>	Mandatory, substantial compensation ( $\geq 3$ months rent)	Available for no-fault/renoviction, less than 3 months rent	Limited to specific cases, require application	Rare/discretionary, not required by law	No compensation
<b>Appeals</b>	Automatic stay, 20-30 days period between decision to appeal	Automatic stay, 10-20 days period between decision to appeal	Automatic stay, less than 10 days period between decision to appeal	Potential for stay if appealed within 7-30 days	No stay available

Category	5=Best	4=Strong	3=Adequate	2=Weak	1=Minimal/None
<b>Onus &amp; Filing Fee</b>	Onus on landlord, high fee for landlord >\$100	Onus on landlord, lower fee <\$100	Hybrid onus	Onus on tenant	High fee, onus on tenant
<b>Conditional Orders</b>	Routinely used to prevent eviction	Available and issued in some cases	Theoretically available, rarely used	Rarely used or allowed	Not permitted/un-clear
<b>Deemed Renewal</b>	Strong automatic deemed renewal	Deemed renewal with grace period	Deemed renewal with weaker protection (shorter term, more additional conditions)	Deemed renewal with landlord consent	No deemed renewal
<b>Rent Control</b>	Strong, enforceable caps to increases, tied to the unit	Strong, enforceable caps, tied to inflation level	Limited protections, rent control only for certain tenancy or easy for LL to get increases	Rare, weak and easy to bypass process for increase by LL	No rent control

## Notice of Termination Scoring

### 1. Non-payment

- Immediate - 1
- 1-7 days - 2
- 7-14 days - 3
- 15-20 days - 4
- More than 20 - 5

### 2. Landlord use

- Immediate - 1
- Less than 1 month - 2
- 1-2 months - 3
- 2-3 months - 4
- More than 3 months - 5

### 3. Purchaser's use

- Immediate - 1
- Less than 1 month - 2
- 1-2 months - 3
- 2-3 months - 4
- More than 3 months - 5

### 4. Demolition/renovation

- Less than 1 month - 1
- 1-2 months - 2
- 2-3 months - 3
- 3-4 months - 4
- More than 4 - 5

### 5. Assault/Significant Damage

- <=24 hours - 1
- >24 - <5 days - 2
- >5 days - <10 days - 3
- 10-20 days - 4
- Termination or "order to correct" - 5

**Notice of Termination Scoring: All 5 categories (previous page) for reasons then averaged for the notice of termination final score with a single point (+1) for good faith provisions or protected groups (+1).**

**-Good Faith** - (1=yes, 0=no) Does the province/territory include good faith protections

**- Protected groups**

- (1 = yes, 0 = no) - certain groups have additional rights (e.g., Quebec – seniors that have lived in the residence for >10 years cannot be evicted for LL use; Manitoba – tenants with school age children cannot be evicted during the school year if their residence is within reasonable distance to school; NWT<sup>7</sup>, Nunavut<sup>8</sup> and Yukon<sup>9</sup> include protection against eviction for people living in mobile homes during the months of December, January and February)

**Dispute Period Scoring Detail (added to score of 5)**

- Binary category: Void option +1 score to total

**Order of Possession (added to score of 5)**

- Binary category: Grace period +1 score to total
- Binary category: Proportionality +1 score to total

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<sup>7</sup> S. 54.(2) of the Residential Tenancies Act RSNWT 1988, c.R-5

<sup>8</sup> S. 54.(2) of the Official Consolidation of Residential Tenancies Act C.S.Nu., c. R-60

<sup>9</sup> S. 37(3) of the Residential Landlord and Tenant Act SY 2012, c. 20



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