



LANDLORD HANDBOOK

Welcome!

Thank you for choosing Ace Living to manage your property.

This Landlord's handbook was prepared to help answer frequently asked questions and to provide you with clarification of our policies and procedures. Should you have any questions, please don't hesitate to contact us.

General Office Information

Address: 6—6150 Highway 7,
Suite 101, Vaughan,
Ontario, Canada L4H0R6

Communication: Phone: 647-799-0019
Fax: 416-981-7111
email: info@aceliving.ca

(This email account goes to numerous property managers and staff members, enabling us to better assist you.)

Office Hours:
8:30 to 5:30 Monday through Friday

Communication:

In an effort to communicate with our Landlords, tenants, and vendors; the above email address is the best way to communicate with our Property Management Agent. Any email to this address goes to everyone in the Property Management Department. Although you may have worked with one of our Property Managers, anyone in this department can assist you and should one or more be out at a time, this insures that someone is available at all times during office hours to assist. Should any of your information change; such as phone number, email address, address, etc., please email this information to info@aceliving.ca

Getting Started

Initial Property Visit

Ace Living will visit the property prior to agreeing to manage it and before we can advise you of what rent would be appropriate.

At this initial visit, the Agent will advise you as to any repairs or cleaning that will be necessary to accomplish prior to our placing the property on the market for rent, as well as, advise you of what comparable properties are renting for and what you may expect as a rent amount.

Items Needed from Owner

Before we can begin our marketing, efforts and managing the property, we need the following:

- A signed Management Agreement
 - Ontario Law prohibits us to manage your property without written authorization by you.
- Owner information
 - This information allows Ace Living to set up your account
 - Should this information change at any time, please notify us as soon as possible.
- Business ID or SIN (individuals)
 - This information enables Ace Living to send you a T5 for your tax preparation.
- Electronic banking authorization
- This form enables Ace Living to send your funds directly to your bank
- Provide a Property Disclosure
- Provide completed Lead-Based Paint Form (If applicable)
- 3 sets of keys to the property, 1 for Ace Living and 2 for the tenants; including any storage buildings, etc.
- Codes for alarm systems and/or garage entry codes
- Garage door remotes
- Names of utility companies

Landlord Responsibilities

- Maintain property in a condition that is marketable and habitable
- Notify Ace Living Agent of any ownership change or imminent owner change for the property
- Supply Ace living Agent with accurate information for proper management of the property
- Support Residential Tenancies Act, as well as all necessary legislation
- Maintain a current insurance policy for the property and supply Ace Living with the name and contact information for the policy holder
- Treat Ace Living personnel with courtesy.
- Notify the Ace Living Property Manager if there are problems with an Ace Living staff member so they can be resolved quickly
- Provide Ace Living with emergency contact information
- Respond to request from Ace living staff in a timely manner

Property Condition Requirements

At Ace Living we only market homes for rent that are in move-in ready condition and all repairs are complete. Before we can begin the marketing and showing process, the following must be met:

- Carpets must be stretched and cleaned (if needed)
- All interior paint must be freshly painted or appear to be freshly painted
- All electrical systems operating
- All appliances must be operable
- Landscaping must be in good condition; lawn mowed and edged, shrubbery and trees trimmed
- Gutters cleaned

Rental Insurance

- All tenants are encouraged to obtain renters insurance.

Urea Formaldehyde Foam Insulation (UFFI)

- UFFI was commonly used as a “retrofit” insulation in 1970s. The use of UFFI was banned by Canadian government in 1980. All properties constructed prior to January 1, 1970’s require disclosures to all tenants and Landlord. As a Landlord, you must sign a disclosure of what you know about UFFI in your home. A copy of this will be forwarded to the Tenants on request.

Processing Tenant Applications

Ace Living requires all applicants to fill out a detailed application for processing and approval.

The following are reports and verifications that we obtain:

- Credit Report
- Criminal Background report
- Employment Income
- Previous rental history

These reports and verifications together provide the criteria to qualify or disqualify prospective applicants.

Co-signers

There are sometimes conditions that may warrant taking a cosigner. If this is the case, Ace Living will notify you, discuss the reasons, and obtain your authorization.

Pets

Landlord should know that Ontario’s Residential Tenancies Act (RTA) does not permit landlords to include “no pet” clauses in rental agreements. The only exception is if the property is a condominium and the condominium corporation’s declaration prohibits pets. You should always be aware of whether the “no pets” stipulation is being set by the landlord (which is illegal) or by the condominium corporation (which might be permissible – more on this in a future blog post).

A landlord cannot evict a tenant simply because they were unaware of a pet, or because the pet was adopted after the tenant moved in. A tenant can only be evicted if a pet is making too much noise, damaging the unit, causing an allergic reaction to others, or is considered to be inherently dangerous. Even then, the landlord must apply to the Landlord and Tenant Board for an order terminating the tenancy before kicking people and pets out.

Ace Living recommends that when the property is on the market that pets are negotiable. This can solve two problems:

- This encourages prospective tenants to disclose any pets. Then, based on the owner preference on pets, we can automatically notify the applicant that the owner does not allow pets.
- By listing pets as negotiable, it avoids eliminating an excellent tenant who has an excellent tenant history and owns a pet that may be suitable to your property.

Service Animals

Service animals for people with handicaps are not pets by Federal Law, and owners cannot discriminate against handicapped/disabled people with a service animal. The Law do not allow owners or property managers to collect deposits of any kind for service animals.

Landlords can still process applicants who are handicapped or disabled on the same criteria as other applicants. If they fail to qualify in these areas, they can be denied, handicapped or not.

Tenant Move-in Process:

Rent and Security Deposits

The rent and security deposit, normally equal to the rent amount, is collected prior to move-in. The security deposit is held in a non-interest-bearing account, as required by law, until the tenant moves out of the property. At time of move-out we will perform an inspection which will determine whether any or all of the security deposit should be retained for damages.

The lease is signed by the new tenants and our Agent will forwarded to you for your signature.

Move-in Inspection

A vital part of the rental agreement is a detailed move-in inspection performed with the tenant, documenting the condition of the property when they move-in. Unless there are extenuating circumstances, the Agent will complete the move-in inspection with the tenant before the tenant takes possession of the property.

ACE Living Procedures for Late Rent

Rent is due on the 1st day of the month and late after the 5th of the month.

At Ace Living, we take placing a new tenant very seriously and only place tenants that are credit worthy. However, there are times when tenants are late. The following is our process for obtaining the late rent.

- A Property Management staff member will contact the tenant by phone, on the 6th of the month, or first business day thereafter if the 6th falls on a weekend or holiday, for the reason the rent is late and when we can expect payment.

- On the 6th day of the month, all tenants whose rent has not been received will be sent a late letter. This letter notifies the tenant that rent has not been received and instructs the tenant to bring the rent current, including late fees.
- Ace Living will inform you if the rent is paid late, and will inform you of our actions regarding collection
- On the 10th of the month, the Tenant will be served a notice to end tenancy early for non-payment of rent . This form will include details about the amount of rent that the tenant owes. This will also indicate the deadline to cancel the notice by paying the rent.
- Tenant can cancel this notice by paying all the rent owed within 14 days of delivery of notice.
- After the 14 days has passed, you can file an application to evict a tenant for non-payment of rent and to collect rent the tenant owes.
- Notice is served to the Tenant and claim is filed with Landlord and Tenant Board (LTB).
- If the Court accepts the eviction request a Standard Order for the tenant to vacate the unit is obtained
- ACE Living does not take pleasure in evicting anyone from their property. However, it is our duty to you to protect your property and investment.

Evictions

If an eviction is necessary, ACE Living handles every part of the process. We will file all necessary documents, monitor legal proceedings, attend court if necessary, hire a crew to perform a set-out by the county Marshall, and prepare the property to be marketed to a new tenant. Professional and correct legal action by a property manager both reduces the owner's expense in an eviction and avoids the risk of a lawsuit for wrongful eviction.

Notices of Violation

ACE Living serves notices as situations warrant, such as a notice to clean up the landscape, a notice to enter the property, a notice to perform survey/inspections, a notice regarding an illegal pet, illegal tenants, etc. These tenant violations may be in the form of a letter or a legal notice form. Often, these notices are simply to correct minor tenant problems and most tenants comply. However, if necessary, ACE Living will contact you with the information to discuss the situation.

Tenant Problems

ACE Living is experienced in handling the wide range of tenant difficulties that can occur. Our policy is to obtain good tenants, eliminating many tenant problems. However, even good tenants can have problems. ACE Living treats each problem with a common-sense approach, follows RTA and uses the appropriate documentation if the situation is serious, ACE Living will contact you and will work to find a solution for the problem.

Disbursement of Funds

Procurement Fees

Procurement Fees are collected from the first full month's rent. No management fee is collected the month that the procurement fee is paid.

Monthly Funds

Owners' checks and statements are processed on or around the 15th of each month. The statement will show the amount of rent paid, the management fee and any repair payment deductions that have been paid for the property.

Tax Filing -T4A

ACE Living is required to file T4A for our Landlord and vendors that we have paid on your behalf. Security Deposits are not included. ACE Living will prepare and send your T4A by February 28 for the previous tax year.

Maintenance

Preventive Maintenance

ACE Living takes preventative approach to maintenance by:

- Completing a detailed lease with the tenant that outlines their responsibilities regarding maintenance
- Completing a move-in inspection documenting the condition of the property before the tenant takes possession
- Giving each tenant our Tenant Handbook, explaining additional instructions on the care of the property and how to request maintenance
- We use competent and insured vendors for repairs

We will contact you regarding maintenance issues.

Emergencies

When an emergency occurs, ACE Living moves quickly to insure protection of tenants and to prevent greater financial risk for you and your property.

When the Tenant Vacates

Giving Notice to Vacate

Prior to the tenants' lease expiration, we will contact you to discuss whether you want to invite the tenant to renew their lease and if you want an increase in the rent amount currently paid. We will then contact the tenant to invite them to renew their lease. We will inform you of their intentions and renew the lease, proceed on a month to month basis, or vacate.

Notice to Vacate

When there is a notice to vacate, we will inform you and proceed with placing the property on the market for re-lease and make necessary appointments for move-out.

Tenant Move-Out

ACE Living will conduct a move-out inspection. ACE Living records any maintenance required and discloses a list of damages to the vacating tenant. Digital photos are taken to support any deductions from the security deposit.

After the move-out inspection is performed, ACE Living will inform the owner of any damages and/or any repairs or maintenance required to re-rent the property.

Rent Deposit Refunds

Both Ontario Law and RTA have precise rules as to how Rent Deposits are handled. ACE Living complies with these laws. Any tenant deductions are determined in a timely manner, and a Rent Deposit transmittal is prepared in accordance with RTA.

Our goal is that your time as an Owner with ACE Living is an experience that will surpass your expectations. We hope that this Owner Handbook is informative and useful. Should you have any questions, please don't hesitate to contact us.

Thank you for your business!



Brochure: Information for New Tenants

Landlords must provide this information to new tenants on or before the date the tenancy begins.

The Law

Most residential tenancies are covered by the *Residential Tenancies Act* (the RTA). This law:

- gives landlords and tenants specific rights and responsibilities,
- provides rules for increasing the rent and for evicting a tenant, and
- creates the Landlord and Tenant Board (LTB).

Exemptions

Some rental units are not covered under the RTA. For example, the RTA does not apply:

- if the tenant must share a kitchen or bathroom with the owner, or the owner's family members
- if the unit is used on a seasonal or temporary basis

The role of the Landlord and Tenant Board is to:

- inform landlords and tenants about their rights and responsibilities under the RTA, and
- resolve disputes between landlords and tenants through **mediation** or **adjudication**, or by providing information.

Landlord Rights and Responsibilities

Your landlord has the right to:

- **collect a rent deposit** - It cannot be more than one month's rent, or if rent is paid weekly, one week's rent. This deposit must be used as the rent payment for the last month or week of your tenancy. It cannot be used for any other reason, such as to pay for damages. A landlord must pay interest on the deposit every year.
- **increase the rent** - There are special rules that limit how often your landlord can increase the rent and by how much. In most cases, a landlord can increase the rent only once a year by the guideline that is set by the Ontario Government. A landlord must give a tenant at least 90 days notice in writing of any rent increase and this notice must be on the proper form. **Exceptions:** Non-profit and public housing units, residences at schools, colleges and universities, and certain other accommodation are not covered by all the rent rules.

Your landlord is responsible for:

- **keeping the rental property in a good state of repair** and obeying health, safety and maintenance standards.
- **providing you with a copy of your written tenancy agreement** within 21 days after the day you signed it and gave it to your landlord. If your tenancy agreement is not in writing, your landlord must give you written notice of their legal name and address within 21 days after your tenancy begins.

Your landlord is not allowed to:

- **shut off or deliberately interfere with the supply of a vital service** (heat, electricity, fuel, gas, or hot or cold water), care service or food that your landlord must provide under your tenancy agreement. However, your landlord is allowed to shut-off services temporarily if this is necessary to make repairs.
- **take your personal property** if you don't pay your rent and you are still living in your rental unit.
- **lock you out of your rental unit** unless your landlord has an eviction order from the LTB and the Sheriff comes to your rental unit to enforce it.
- **insist that you pay your rent by post-dated cheque or automatic debit.** These ways of paying your rent can be suggested, but you cannot be refused a rental unit or evicted for refusing to give them.

Contact the Landlord and Tenant Board

Call us:

Toll free: 1-888-332-3234

Toronto area: 416-645-8080

TTY: Bell Relay Service at 1-800-268-9242

Visit our website at sjto.ca/ltb

Visit your local LTB office. For office locations visit [our website](#).

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