

Tenants and Air Conditioners: Rights, Rules, and Obligations

The short answer is no. If you have not paid for having an A/C unit in the past, your landlord cannot demand money now.

You should start by reviewing your tenancy agreement and any provisions it contains related to A/C units and electricity. If you have agreed to pay for your own electricity, your landlord does not have a right to tell you how to use your electricity. However, if you have an A/C unit, you must ensure that it is installed safely, does not interfere with others, and does not cause damage. If your tenancy agreement says that you cannot use certain appliances (such as an air conditioner) without the landlord's permission, you should contact your community legal clinic for advice.

A landlord is not permitted to raise your rent at their discretion. However, if you and your landlord agree to an extra charge or an increase to rent for extra electricity charges caused by an air conditioner, you will be required to pay this increase.

You can find more information about A/C units and tenants on the Advocacy Centre for Tenants Ontario website: <https://www.acto.ca/airconditioning/>

If you refuse to pay more and continue to use your A/C unit, your landlord may serve you paperwork to begin eviction proceedings.

Can my Landlord charge me more for my A/C unit?



Can my Landlord inspect my A/C unit, if they provide proper notice?



It is likely that the Landlord and Tenant Board would agree with a landlord that entering a unit to inspect an A/C unit qualifies as reasonable and therefore a legal reason to enter. That being said, the Ontario Government has advised landlords that:

During this unusual time, patience and understanding from landlords and tenants is necessary to help stop the spread of COVID-19. Landlords are encouraged to request entry only in urgent situations and to follow physical distancing guidelines.

And further that:

Landlords are subject to the *Human Rights Code* and have a duty to accommodate tenants under protected grounds, including people with disabilities. For example, conducting an in-person showing when a tenant has an immune-compromising condition could lead to a complaint under the Code.

See: <https://www.ontario.ca/page/renting-changes-during-covid-19#section-1>

This info sheet has been prepared by Scarborough Community Legal Services in response to landlords across Toronto taking issue with tenants' air conditioning units (specifically window mounted). It is meant to provide information to tenants about their rights, rules, and obligations regarding A/C units.

This information sheet provides legal information only and does not constitute legal advice.

I received a notice to remove my A/C unit, do I have to?



Recently, a number of large landlords in Toronto have demanded tenants remove their window mounted A/C units, and have offered no compensation in return. Landlords in many instances are telling tenants that window mounted units are unsafe and place the landlord at undue risk. Please keep in mind, it is your obligation as the tenant to ensure any A/C unit is properly installed.

If you have received a notice to remove an A/C unit and you do not comply, your landlord may attempt to begin eviction proceedings against you at the Landlord and Tenant Board. Unless your landlord begins proceedings at the Landlord and Tenant Board and is successful, you are under no legal obligation to remove an A/C unit.

There are also human rights and accommodations considerations which may apply to matters on a case-by-case basis. If you believe you require an A/C unit for medical reasons or as part of another accommodation and your landlord has demanded you remove your unit, you should contact your community legal clinic for advice.

Can my landlord take my A/C unit?

If you purchased your A/C unit, your landlord cannot come and take it. This is theft and is no different from them taking your television or couch.

If your landlord owns the A/C unit and if it is a service included in your lease, then your landlord cannot remove your A/C unit without compensating you for this loss of service.

What can I do if I get an N5 notice about my A/C unit?

An N5 notice is a notice that your landlord has begun the eviction process against you for substantially interfering with other tenants' or the landlord's lawful rights or interests, or causing damage. You do not have to move out if you receive an N5 notice.

If you receive an N5, L2 (application for eviction) or any documents from the Landlord and Tenant Board you should contact your community legal clinic immediately.

CALL YOUR LOCAL COMMUNITY LEGAL CLINIC IF YOU HAVE QUESTIONS

If you live east of Midland Avenue in Scarborough,
call Scarborough Community Legal Services at 416-438-7182 for assistance.

If you live in a different community, you can find your local community legal clinic at:
<https://www.legalaid.on.ca/legal-clinics/>



Scarborough
Community
Legal Services

695 Markham Rd, Suite 9
Toronto ON, M1H 2A5
416-438-7182
www.scarboroughcommunitylegal.ca