

2025-09-12



LEASE HEALTH REPORT

RESIDENTIAL • ONTARIO, CANADA

Submitted By:
LEASELOGIC



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Property	Unit/Address: 36 Charlotte, St, Toronto, ON, L5V1M4
Jurisdiction	Toronto, Ontario, Canada
Dates	12-12-25 – 12-12- 26
Parties	Joeseph Smith & America Landlord Co.
Rent & Deposits	2500/month, 3 months upfront



LEASE HEALTH SCORE

72/100

Fair-Some Risks. Action Suggested.



RED FLAGS

3

May violate rules, add costs or limit rights.



SCORE BREAKDOWN

Compliance	72/100
Financial Exposure	83/100
Tenant Rights	69/100
Clarity	90/100



TOP 3 ACTIONS YOU SHOULD TAKE

1. Confirm renewal notice period. Confirm renewal notice period. Confirm renewal notice period.
2. Review late fee clause. Confirm renewal notice period. Confirm renewal notice period.
3. Send deposit receipt request. Confirm renewal notice period. Confirm renewal notice period.

1. Term & Renewal — Result: Risk

Lease says:	Auto-renews for 12 months unless tenant gives 90 days' notice.
Law says:	In Ontario, fixed terms typically continue month-to-month unless properly ended; tenant-only 90-day lock-ins may not override RTA continuation rules (Ontario RTA — https://www.ontario.ca/page/renting-ontario ; LTB

	— https://tribunalsontario.ca/lrb/ .
Why it matters:	You may think you're locked for a full year even when the law may allow a month-to-month continuation.
What you can do:	Confirm renewal path; if ending tenancy, use the official termination form and proper notice window (LTB forms: https://tribunalsontario.ca/lrb/forms/).

2. Fees & Penalties — Result: Likely Unenforceable

Lease says:	Late fee is 10% of monthly rent, compounding weekly until paid.
Law says:	Punitive/compounding fees are generally restricted; only reasonable, fixed late charges may be permissible under Ontario rules (Ontario RTA overview; LTB policy).
Why it matters:	Compounding or excessive late fees can create unlawful financial exposure.
What you can do:	Dispute excessive fees; pay base rent; reference LTB guidance on reasonable charges (https://tribunalsontario.ca/lrb/).

3. Deposits — Result: Risk

Lease says:	Security deposit equals two months' rent plus a \$200 key deposit.
Law says:	Ontario allows a rent deposit generally limited to one rent period and key deposits limited to replacement cost; broad 'security deposits' beyond lawful limits are not permitted (Ontario RTA; LTB).
Why it matters:	Over-collection at move-in exposes you to unlawful upfront costs.
What you can do:	Request adjustment to lawful amounts; ask for itemized key deposit tied to replacement cost.

4. Entry & Privacy — Result: Risk

Lease says:	Landlord may enter with 2 hours' notice for inspections.
Law says:	Ontario generally requires written 24-hour notice stating reason, date, and time window, with limited exceptions (emergency/consent) (Ontario RTA; LTB).

Why it matters:	Insufficient notice can violate privacy rights and lead to disputes.
What you can do:	Remind landlord of 24-hour rule; document entries; escalate via LTB if needed.

5. Maintenance & Repairs — Result: Risk

Lease says:	Landlord may enter with 2 hours' notice for inspections.
Law says:	Ontario generally requires written 24-hour notice stating reason, date, and time window, with limited exceptions (emergency/consent) (Ontario RTA; LTB).
Why it matters:	Insufficient notice can violate privacy rights and lead to disputes.
What you can do:	Remind landlord of 24-hour rule; document entries; escalate via LTB if needed.

6. Subletting & Assignments: Risk

Lease says:	Landlord may enter with 2 hours' notice for inspections.
Law says:	Ontario generally requires written 24-hour notice stating reason, date, and time window, with limited exceptions (emergency/consent) (Ontario RTA; LTB).
Why it matters:	Insufficient notice can violate privacy rights and lead to disputes.
What you can do:	Remind landlord of 24-hour rule; document entries; escalate via LTB if needed.

7. Utilities & Services — Result: Risk

Lease says:	Landlord may enter with 2 hours' notice for inspections.
Law says:	Ontario generally requires written 24-hour notice stating reason, date, and time window, with limited exceptions (emergency/consent) (Ontario RTA; LTB).
Why it matters:	Insufficient notice can violate privacy rights and lead to disputes.
What you can do:	Remind landlord of 24-hour rule; document entries; escalate via LTB if needed.

8. Insurance Requirements — Result: Risk

Lease says:	Landlord may enter with 2 hours' notice for inspections.
Law says:	Ontario generally requires written 24-hour notice stating reason, date, and time window, with limited exceptions (emergency/consent) (Ontario RTA; LTB).
Why it matters:	Insufficient notice can violate privacy rights and lead to disputes.
What you can do:	Remind landlord of 24-hour rule; document entries; escalate via LTB if needed.

9. Rent Increases — Result: Risk

Lease says:	Landlord may enter with 2 hours' notice for inspections.
Law says:	Ontario generally requires written 24-hour notice stating reason, date, and time window, with limited exceptions (emergency/consent) (Ontario RTA; LTB).
Why it matters:	Insufficient notice can violate privacy rights and lead to disputes.
What you can do:	Remind landlord of 24-hour rule; document entries; escalate via LTB if needed.

10. Termination & Eviction — Result: Risk

Lease says:	Landlord may enter with 2 hours' notice for inspections.
Law says:	Ontario generally requires written 24-hour notice stating reason, date, and time window, with limited exceptions (emergency/consent) (Ontario RTA; LTB).
Why it matters:	Insufficient notice can violate privacy rights and lead to disputes.
What you can do:	Remind landlord of 24-hour rule; document entries; escalate via LTB if needed.

11. Illegal / Questionable — Result: Likely Unenforceable

Lease says:	Tenant waives all rights under the Residential Tenancies Act.
Law says:	RTA rights cannot be waived by contract; such clauses are generally void (Ontario RTA).
Why it matters:	A blanket waiver attempts to strip statutory protections and is typically

	void.
What you can do:	Treat the clause as unenforceable; point to RTA non-waiver provisions in any dispute.

12. Links & Forms

Ontario RTA overview:	https://www.ontario.ca/page/renting-ontario
LTB forms & guides:	https://tribunalsontario.ca/ltb/forms — Verify before use (Last checked: 2025-09-12)

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