



Social Justice Tribunals Ontario

Providing fair and accessible dispute resolution

Landlord and Tenant Board

Form N10

Agreement to Increase the Rent Above the Guideline

Instructions

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SECTION**A****When to use this notice**

You can use this notice if the landlord and tenant have agreed to increase the rent above the guideline because the landlord:

- has done or will do capital work

or

- has provided or will provide a new or additional service.

Note: You can increase the rent if at least 12 months have passed since the date of the last rent increase or since the date the tenant moved into the rental unit. If the previous tenant assigned the rental unit to the current tenant within the 12 months before the increase date, you can increase the rent if at least 12 months have passed since the previous tenant's last increase.

The date of the rent increase must be at least **six days** after the date the agreement is signed.

If the landlord and tenant sign this form, it takes the place of a Notice of Rent Increase. Therefore, the landlord does not have to give a notice to increase the rent. If the landlord has already given the tenant a Notice of Rent Increase and the increase is to take effect on or after the date of rent increase in the agreement, the Notice of Rent Increase is void.

If the tenant wants to cancel the agreement they can do so by giving the landlord written notice within five days of signing the form.

If the agreement is not cancelled but the landlord does not do the work or provide the service agreed to, the tenant may apply to the Landlord and Tenant Board (LTB) and ask that all or part of the rent increase that is above the guideline be considered invalid.

SECTION**B****How to complete this notice**

Read these instructions before completing the notice. You are responsible for ensuring that your notice is correct and complete. Follow the instructions carefully when you complete the notice. If you do not complete the form properly, your notice may not be valid and you may have to start over.

Under **Tenant's name and address**, fill in the name of the tenant to whom you want to give the notice. If there is more than one tenant living in the rental unit, fill in the names of all of the tenants. If the mailing address for any of the tenants is different than the address of the rental unit, include the mailing address in this section.

Under **Landlord's name and address**, fill in your name and mailing address. If there is more than one landlord, fill in the names of all of the landlords.

Under **Address of the Rental Unit**, fill in the complete address of the rental unit, including the unit number (or apartment or suite number) and the postal code.

Your New Rent:

Fill in the date the rent will increase.

Fill in the total amount, in dollars and cents, the tenant will be required to pay on the date the rent will increase. Then, fill in how often the tenant will pay the rent, for example, monthly.

The rent increase cannot be more than the rent increase guideline plus 3%.

Example: Linda Brown, the landlord, has spoken to her tenant, Larry David, and both parties have agreed to increase the rent by an additional 3% if Linda installs new kitchen cupboards. Linda and Larry have agreed that the rent increase will take effect on February 1st, 2015. The current rent is \$800.00. The rent increase guideline for 2015 is 1.6%.

Here is how the rent increase is calculated:

$$1.6\% + 3\% = 4.6\%$$

$$\frac{\$800.00 \times 4.60}{100} = \$36.80$$

$\$800.00 + \$36.80 = \$836.80$. The new rent is \$836.80.

Details of the Work or New or Additional Service:

In this section of the form, the landlord must fill in the details of the capital work that has been or will be done, or the new or additional service that has been or will be provided. Include as much information as necessary to clearly explain the work or new service. This should include:

- a description of the work that was or will be done;
- the item to be purchased, including brand or model number (if appropriate);
- installation work; and a description of the service that was or will be provided.
- the date the work was or will be completed, or the date the service was or will be provided.

Signatures:

The landlord and tenant must print their first and last names. Both parties must also sign and date this form and include their phone numbers.

You can visit the LTB website at: sjto.ca/ltb

You can call the LTB at 416-645-8080 from within the Toronto calling area, or toll-free at 1-888-332-3234 from outside Toronto, and speak to one of our Customer Service Officers.

Customer Service Officers are available Monday to Friday, except holidays, from 8:30 a.m. to 5:00 p.m. They can provide you with **information** about the *Residential Tenancies Act* and the LTB's processes; they cannot provide you with legal advice. You can also access our automated information menu at the same numbers listed above 24 hours a day, 7 days a week.