



Social Justice Tribunals Ontario

Providing fair and accessible dispute resolution

Landlord and Tenant Board

Form N3

Notice to Increase the Rent and/or Charges for Care Services and Meals

Instructions

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November 30, 2015

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

You can give this notice to the tenant if the tenant lives in a care home unit and you are increasing the tenant's rent and/or their charges for care services and meals.

Under the *Residential Tenancies Act, 2006* (the RTA) a residential complex is a care home if the tenants occupy their rental unit for the purpose of receiving care services (whether or not receiving care services is their main purpose for living there). Care services are health care services, rehabilitative or therapeutic services and services that provide assistance with daily living.

When a tenant moves into a care home rental unit, you must give them a care home information package. Until you give the tenant the care home information package, you cannot give the tenant a Notice to Increase the Rent and/or Charges for Care Services and Meals.

SECTION**B****When to use a different notice**

There are three other notices that a landlord can use when increasing a tenant's rent:

- Use **Form N1** to increase the rent for any rental unit (other than a care home rental unit) that is covered by the rules limiting rent increases under the RTA.
- Use **Form N2** to increase the tenant's rent if the rental unit is exempt from the rules under the RTA limiting the amount of the rent increase. You do not have to give the tenant a notice to increase the charges for care services and meals.
- Use **Form N10** if you and the tenant have agreed to increase the rent above the guideline because you:
 - have done or will do capital work, or
 - have provided or will provide a new or additional service.

SECTION**C****How to increase the rent and give this notice**

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 rent increase.

You must give the tenant this notice at least **90 days** before the date you will increase the tenant's rent.

There are many ways that you can give this notice to your tenant. You can:

- hand it directly to the tenant or to an adult in the rental unit,
- leave it in the tenant's mailbox or where mail is ordinarily delivered,
- place it under the door of the rental unit or through a mail slot in the door,
- send it by fax to a fax machine where the tenant carries on business or to a fax machine in their home,
- send it by courier, or
- send it by mail.

You cannot give the tenant this notice by posting it on the door of the tenant's rental unit.

If the tenant has a guardian or substitute decision maker who has power of attorney, you should also give the guardian or substitute decision maker a copy of this notice.

SECTION D

Increasing the charges for care services and/or meals

You must give the tenant at least 90 days notice to increase the charges for care services and/or meals. However, there is no restriction on how long you have to wait between increases. You do not have to wait until 12 months have passed since the last increase to increase the tenant's charges for care services and meals. There is no limit to the amount of an increase for charges for care services and meals.

Note: If you and the tenant agree to add a **new** care service and/or meal that is not currently being provided, no notice is required and you do not have to wait 90 days before charging for this new care service or meal. Similarly, you do not have to give a notice or wait 90 days before charging for a **new** level of care service (for example, if you and the tenant agree to increase therapeutic care from 5 hours per week to 10 hours per week).

SECTION E

How to complete this notice

Read these instructions before completing the notice and follow the instructions carefully. If you do not complete the form properly, your notice may not be valid and you may have to start over.

Under **To**, 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 **From**, 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 and Charges:

Fill in the date the rent will increase and/or the charges for services and/or meals.

If you are increasing the tenant's rent, shade the appropriate box on the form. 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 whether the tenant is required to pay rent by the month, by the week or by some other period (for example, quarterly). Do not include any amounts related to charges for care services and/or meals.

Does the rent increase need approval?

Each year the Ministry of Municipal Affairs and Housing sets a guideline for rent increases. For more information about the amount of the guideline and how it is calculated, visit the Landlord and Tenant Board's website at sjto.ca/lrb.

Shade the appropriate box to show whether the rent increase is less than or equal to the guideline or whether it is more than the guideline under the RTA.

If you are increasing the rent by more than the guideline, shade the appropriate box to show whether the increase has already been approved by an order or whether you are waiting for the Board to issue an order approving the rent increase above the guideline.

Note: If you have applied to increase the rent above the guideline but the Board has not yet issued an order approving the rent increase, the tenant can pay:

- the increased rent set out in the notice, or
- the current rent plus the guideline increase.

Charges for care services and/or meals:

If you are increasing the tenant's charges for care services and meals, shade the appropriate box on the form. Then, fill in whether the tenant is required to pay rent by the month, by the week or by some other period (for example, quarterly). Do not include any amounts related to rent.

Total amount the tenant should pay:

Fill in the total amount, in dollars and cents, the tenant will be required to pay. The total includes the new rent and the new amount charged for care services and/or meals. Then, fill in whether the tenant is required to pay rent by the month, by the week or by some other period (for example, quarterly).

Signature:

If you are the landlord, shade the circle marked "Landlord". If you are the landlord's representative, shade the circle marked "Representative". Fill in your name and phone number. Then, sign the notice and fill in the date you sign the notice.

Representative's Information (if applicable):

If you are the landlord's representative, fill in your name and phone number. Then, fill in your name, company name (if applicable), and mailing address. Include your phone number and fax number, if you have one.

SECTION

F

Example of increase calculations

Example – Calculating the total amount the tenant will be required to pay after an increase in rent and charges for care services and/or meals:

The landlord wants to increase the charges paid by the tenant for care services and meals. The landlord wants to increase these charges to \$1,600.00. The tenant currently pays \$1,500.00 for care services and meals.

The current rent the tenant pays is \$1,200.00. The rent increase guideline for 2013 is 1.6%.

Here is how the landlord would calculate the rent increase:

$$\frac{\$1,200.00 \times 1.6}{100} = \$19.20$$

$\$1,200.00 + \$19.20 = \$1,219.20$. The new rent is \$1,219.20.

Here is how the landlord would calculate the total amount the tenant will be required to pay:

$\$1,219.20 + \$1,600.00 = \$2,819.20$. The total amount the tenant will be required to pay is \$2,819.20.

SECTION

G

What to do if you have any questions

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.