



Social Justice Tribunals Ontario

Providing fair and accessible dispute resolution

Landlord and Tenant Board

Form T7

Tenant Application about Suite Meters

Instructions

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January 16, 2017

When to use this application

You can use this application to apply to have the Landlord and Tenant Board (the LTB) determine whether your landlord:

- did not follow the rules under the *Residential Tenancies Act, 2006* (the RTA) before they terminated their obligation to provide electricity to the rental unit and required you to start paying your own electricity costs,
- or
- did not follow all the required rules under the RTA before requiring you to pay a portion of the utility costs for your rental unit.

How to complete this application

Read these instructions before completing the application form. You are responsible for ensuring that your application is correct and complete. Follow the instructions carefully when you complete the application form.

The information you fill in on the form will be read electronically; therefore, it is important to follow the instructions below:

- Print clearly or type and do not touch the edges of the boxes.
- If there are more boxes in a line than you need, start from the left and leave the extra boxes blank.
- Do not fill in boxes that do not apply to you (for example, if you do not have a fax number, do not fill in boxes in the space marked “Fax Number”).
- If the instructions tell you to shade a box or a circle (for example, circles marked “Yes” or “No”), shade the box or circle completely.

PART 1: GENERAL INFORMATION**Address of the rental unit covered by this application**

Fill in the complete address of the rental unit, including the unit number (or apartment or suite number) and the postal code.

If the street name includes a direction that will not fit in the five spaces provided (such as Northeast) use the following abbreviations: *NE* for Northeast, *NW* for Northwest, *SE* for Southeast, *SW* for Southwest.

Example:

If the address is: #208 at 1120 Mayfield Road North, London, this is how you should complete Part 1 of the application:

- **Reasons 1 through 5** apply if the responsibility to pay for electricity was transferred to you **after** you moved into the rental unit.
- **Reasons 6 and 7** apply if the suite meter was installed in the rental unit **before** you moved in and your initial tenancy agreement with the landlord required you to pay for the electricity charges.
- **Reasons 8, 9 and 10** apply if you live in a building that contains **not more** than six rental units and the landlord charges you a portion of the utility costs

Shade the appropriate box or boxes to indicate which reasons you are applying for. For each reason you choose, you must provide a detailed explanation of the reason in the box provided.

Reason 1: When the suite meter was installed in my rental unit:

- The landlord did not provide me with 24 hour written notice specifying the date, time and anticipated duration of the interruption of the supply of electricity,
- The supply of electricity was interrupted for longer than necessary,
- The suite meter was not installed by an authorized suite meter provider.

Under the RTA, the landlord must provide a 24 hour written notice before the supply of electricity can be interrupted. The notice must state the date and time the interruption will occur between the hours of 8:00 a.m. and 6:00 p.m., and the anticipated length of the interruption. The supply of electricity can only be interrupted for the minimum length of time required to install the suite meter and the suite meter must be installed by an authorized suite meter provider.

If you are applying for this reason, shade this box on the form. Then, shade the appropriate box(es) underneath to indicate which of the reasons apply to your situation.

In the space provided on the form, explain in detail the circumstances related to your reason for applying.

- If you are applying because the landlord failed to give proper 24 hour written notice, explain what notice the landlord gave, if any.
- If you are applying because the supply of electricity was interrupted for longer than necessary, explain how long the supply was interrupted and why you believe the interruption was too long.
- If you are applying because the suite meter was not installed by an authorized suite meter provider, explain who installed the suite meter, if you know who it was and why you believe they are an unauthorized suite meter provider.

Reason 2: The landlord did not give me the required information before getting my written consent to terminate the landlord's obligation to supply electricity to my rental unit.

Under the RTA, the landlord cannot terminate their obligation to supply electricity to the rental unit unless, **before** getting your written consent, the landlord provided you with the following information in writing:

- A statement that the tenant does not have to agree to the landlord's request to terminate their obligation to supply electricity to the rental unit.
- The amount of the rent reduction and how the reduction was calculated.
- Contact information for the distributor or suite meter provider.
- A statement that the distributor or suite meter provider may require a security deposit.
- A description of the types and amounts of fees that the distributor or suite meter provider will charge the tenant and a description of how the fees are calculated.
- A statement to inform the tenant when the fees charged by the distributor or suite meter provider may increase.
- Information about planned increases to the fees charged by the distributor or suite meter provider and the amounts.
- A statement that the distributor or suite meter provider may shut off the electricity supply to the rental unit if an amount payable by the tenant is over due.
- Contact information for the Ontario Energy Board (OEB) and a statement indicating the tenant can contact the OEB about a dispute with the distributor or suite meter provider.

If you are applying because your landlord did not give you all of this information, then shade this box on the form.

In the space provided, list what information the landlord did not give you before getting your consent. Attach additional sheets if necessary.

Reason 3: The landlord terminated their obligation to pay for electricity without:

- Getting my written consent in the form approved by the LTB,
- Providing me with a written 30 day notice specifying the date that the landlord was terminating their obligation to supply electricity to my rental unit,
- Reducing the rent by the correct amount.

Before the landlord can terminate their obligation to pay for electricity and have you start paying these costs, the RTA requires that the landlord to:

- Obtain the tenant's written consent on the form approved by the LTB ([*Tenant Agreement to Pay Directly for Electricity Costs*](#) form).
- Provide at least 30 days written notice before they terminate their obligation to provide electricity. This notice must specify the date the obligation will be terminated.

- Reduce the tenant's rent. The rent reduction must begin on first day the tenant becomes responsible to pay for the supply of electricity and must also be the first day of the rental period.

Shade this box on the form if you are applying because the landlord did not follow all of these rules. Then, shade the appropriate box(es) underneath to indicate which of the reasons apply to your situation.

In the space provided on the form, explain in detail the circumstances under which the landlord terminated the obligation to provide electricity and how the landlord failed to meet one or more of the obligations set out above.

Reason 4: My rental unit is electrically heated and the landlord did not meet all the conditions that are required before terminating the landlord's obligation to pay for electricity

If the primary source of heat in the rental unit is generated by electricity, the landlord cannot terminate their obligation to supply electric heat to your rental unit unless the landlord meets the following conditions:

- The electricity supply for heating the rental unit is not connected to the suite meter or meter that measures the electricity supply for this unit, and
- The landlord does not terminate their obligation to supply electric heat.

In addition to the above conditions, before the landlord can terminate their obligation to supply electricity to your unit, the landlord must obtain your written consent on the form approved by the LTB ([Tenant Agreement to Pay Directly for Electricity Costs](#)) and must provide the required information listed in reason two of this application.

If you are applying for this reason, shade this box on the form.

Reason 5: The refrigerator the landlord provides does not meet the electricity conservation and efficiency standards that are required for units where the tenant pays for the electricity charges

If the landlord's obligation to supply electricity was terminated after you moved into the rental unit, the landlord must ensure the refrigerator provided in the rental unit was manufactured on or after January 1, 1994. If the landlord has replaced the refrigerator in the rental unit since you moved in, the replacement refrigerator must have been manufactured on or after December 31, 2002.

Shade this box on the form if you are applying because the refrigerator in your rental unit does not meet these standards.

Reason 6: Before entering into the tenancy agreement, the landlord did not give me the required information about:

- The previous electricity consumption for the rental unit, and
- The energy efficiency of the refrigerator and the date it was manufactured.

Where a suite meter or meter has been installed and the landlord wants the prospective tenant to pay for their own electricity costs, the landlord must give them information about the rental unit's electricity consumption for the most recent 12 month period before the tenancy agreement is entered into. In addition, if the landlord provides a refrigerator for the rental unit, the landlord must provide the prospective tenant with the best information that is available to them about the refrigerator's date of manufacture and its energy efficiency.

Shade this box on the form, if you are applying because the landlord did not provide you with this information before you entered into the tenancy agreement. Then, shade the appropriate box(es) underneath to indicate which of the reasons apply to your situation.

Reason 7: The refrigerator the landlord provides does not meet the electricity conservation and efficiency standards that are required for units where the tenant pays for the electricity charges

If the suite meter was installed in your rental unit before you moved in and your tenancy agreement with the landlord requires you to pay for the electricity supply, the landlord must ensure the refrigerator provided in the rental unit was manufactured on or after January 1, 1994. If the landlord has replaced your refrigerator in the rental unit since you moved in, the replacement refrigerator must have been manufactured on or after December 31, 2002.

Shade this box on the form, if you are applying for this reason.

Reason 8: Before entering into the tenancy agreement, the landlord did not give me the following information about:

- The total cost of the utility for the building,
- The percentage of the total cost of the utility that applies to my rental unit.

If the building contains six or fewer rental units and the landlord wants the prospective tenant to pay a portion of the utility costs, then the landlord must give the prospective tenant information about the total cost of the utility for the building. The information must be about the 12 most recent months for which information is available to the landlord. As well, the landlord must inform the prospective tenant of the percentage of the utility costs which apply to the rental unit.

If you are applying because the landlord did not provide you with this information before you entered into the tenancy agreement, then shade this box on the form. Then, shade the appropriate box(es) underneath to indicate which of the reasons apply to your situation.

Reason 9: The refrigerators the landlord provides for the rental units in the building do not all meet the electricity conservation and efficiency standards that are required where tenants pay a portion of the electricity charges.

If the landlord charges you a portion of the electricity costs, the landlord must ensure that all refrigerators provided for any rental unit in the building were manufactured on or after January 1, 1994. If the landlord has replaced a refrigerator in any rental unit, the replacement refrigerator must have been manufactured on or after December 31, 2002.

Shade this box on the form if you are applying because any of the refrigerators in the building do not meet these standards.

Reason 10: The landlord transferred the obligation to pay a portion of the utility costs to me without:

- getting my written consent to charge me a portion of the utility,
- providing me with a written 30 day notice specifying the date of the rent reduction and the amount of the rent reduction,
- reducing the rent by the correct amount.

Under the RTA, the landlord must obtain your written consent to charge you a portion of the utility cost for the rental unit. Also, the landlord must give you a written notice at least 30 days before the landlord begins to charge you a portion of the utility costs. The notice must state the amount of the rent reduction, its effective date and a description of how the rent reduction was calculated.

Shade this box on the form if you are applying because the landlord did not follow these rules before requiring you to pay a portion of the utility costs for the building. Then, shade the appropriate box(es) underneath to indicate which of the reasons apply to your situation.

In the space provided explain in detail the circumstances under which the landlord transferred the obligation to pay a portion of the utility costs and how the landlord failed to meet one or more of the obligations set out above.

PART 3: REMEDIES

There are eight different remedies which the LTB can grant in an order for a *Tenant Application about Suite Meters*. If the LTB issues an order in your favour, it may decide to order a different remedy or remedies than you request.

The most the LTB can order based on your claims is \$25,000. If you believe the landlord owes you more than \$25,000, and you want to collect the full amount, you should apply to court and not to the LTB. Once the LTB issues an order, you no longer have any claim to amounts greater than \$25,000.

Shade the appropriate box(es) for the remedy(ies) you want the LTB to include in its order.

Remedy 1: The landlord must pay me a rent abatement

A rent abatement can relieve the tenant from their obligation to pay all or some portion of their rent for a specified period of time.

If you choose this remedy, you must fill in the dollar amount of the abatement you want the LTB to order. You must also fill in the amount of your current rent and how often you pay it (for example, by the month or the week). In the box provided, explain in detail how you determined the amount that you are asking for. Attach additional sheets if necessary.

Remedy 2: I want the LTB to authorize the repair, replacement or other work I did and to order the landlord to pay me for my costs

You can choose this option if you did the repair or other work yourself, or purchased a replacement at your own expense, and you want the landlord to pay you for these costs. The LTB could also allow you to deduct the amount owing from future rent payments.

If you choose this remedy, shade the box on the form. Indicate the total costs in the space provided. Describe the work you did or the item you purchased and provide a detailed explanation of how you determined the amount you are asking for. Attach additional sheets if necessary.

Remedy 3: I want the LTB to authorize me to do the repair, replacement or other work that is necessary and to order the landlord to pay me for my costs

The LTB can authorize you to do the repair or other work, or to purchase a replacement item and order the landlord to pay you for them. For example, if your refrigerator does not meet electricity conservation and efficiency standards and you are willing to pay to have your refrigerator replaced, the LTB could approve the replacement and order the landlord to refund you the cost of the replacement by a specific date. The LTB could also allow you to deduct the replacement costs from future rent payments.

If you choose this remedy, shade the box on the form. Describe the work you plan to do or the item you plan to purchase and provide a detailed explanation of how you determined the amount you are asking for. Attach additional sheets if necessary.

Remedy 4: I want the LTB to order the landlord to do the repair, replacement or other work that is necessary

The LTB can order the landlord to complete the repair, replacement or other work by a specific date. It is an offence for the landlord to contravene such an order.

In the box provided, explain in detail what work you want the landlord to do.

Remedy 5: I want the LTB to order the landlord to reduce my rent and to order the landlord to pay me the appropriate rebate as a result

The LTB can order the landlord to reduce your rent if it was not reduced by the correct amount when you started to pay the electricity costs for your rental unit. If the LTB orders the landlord to reduce your rent, the LTB can also order the landlord to pay you a rebate for any amount you have been overcharged.

If you choose this remedy, shade the box on the form. Fill in the amount you want the rent reduced by and indicate whether the reduction is per week, month or other period. If you select other, specify the frequency of your reduction. Next, fill in the date you would like the rent reduced, and explain in the box below how you calculated the rent reduction.

Remedy 6: I want the LTB to order other remedies.

The LTB can make any other order that it considers appropriate.

If you want the LTB to issue an order which provides for remedies that are not reflected in remedies 1 through 5, explain in detail what order you would like the LTB to make in the space provided. Attach additional sheets if necessary.

If you applied for reasons 2, 3, 4 or 10, you can ask the LTB to include remedies 7 and 8 in the order.

Remedy 7: I want the LTB to end my tenancy.

If you want the LTB to end your tenancy, shade this box on the form and indicate the date you would like the tenancy to end.

If you ask for this remedy and the LTB orders it, the LTB may include provisions in its order to evict you if you don't move out by the date set out in the order. This means that if you do not move out, your landlord can file the order with the Sheriff to have you evicted.

Remedy 8: I want the LTB to order the landlord to assume the obligation to pay for the electricity charges (or the utility costs) for my rental unit and to set the new rent that can be charged

If you choose this remedy, shade the box on the form.

PART 4: SIGNATURE

If you are the tenant, shade either the circle marked "Tenant 1" or "Tenant 2" depending on whether you filled in your name under "Tenant 1" or "Tenant 2" on page 1 of the form. Then, sign the application form and fill in the date.

If you are the tenant's representative, shade the circle marked "Tenant's Representative". Then, sign the application form and fill in the date.

REQUEST FOR ACCOMMODATION OR FRENCH-LANGUAGE SERVICES

The LTB wants to ensure that everyone who uses its services can ask for and receive accommodation and/or French Language services in order to be able to participate in its proceedings on an equal basis.

Shade the appropriate box or boxes on the form to indicate whether you need accommodation under the Ontario *Human Rights Code*, French-language services or both. The LTB will not include a copy of this form when we give the other parties a copy of the application form. However, the information will be included in your application file. The file may be viewed by other parties to the application.

If you require accommodation under the *Human Rights Code*, explain what services you need in the space provided.

PAYMENT AND SCHEDULING INFORMATION FORM

Complete this form to provide the LTB with the information required to process your application. Your application will not be accepted if you do not pay the application fee at the time you file the application. If you owe money to the LTB as a result of failing to pay a fee or any fine or costs set out in an order, your application may be refused or discontinued.

You may request a fee waiver if you meet the financial eligibility requirements set out by the LTB. You will need to complete the *Fee Waiver Form* which is available from the LTB website at sjto.ca/ltb. For more information about fee waivers and the eligibility criteria, go to the fee waiver rules and practice direction on the Rules of Practice page of the LTB website.

Part 1: Payment Method

Shade the appropriate box to show whether you are paying by cash, debit card, money order, certified cheque, Visa or MasterCard. You cannot pay by cash or debit card if you are filing your application by fax or mail. If you are paying by credit card, include the cardholder's name and signature, the card number and expiry date. The information you fill in on this part of the form is confidential. It will be used to process your application, but will not be placed on the application file.

Part 2: Information Required to Schedule the Hearing

The LTB will normally schedule your hearing between 3 weeks and 6 weeks after the date you file your application. The LTB will schedule your hearing on the first available hearing date within this 3 week period. If there are any dates that you are not available during this 3 week period, list them here. The LTB will not schedule your hearing on the date(s) you indicate you are not available and will schedule your hearing on the next available hearing date. **The LTB will not contact you to schedule a hearing.**

SECTION**C****What to include when you file your application**

To file this application, you must include the following:

- The completed T7 application form,
- The application fee (listed on the cover page of the application).

Your application will be refused if you do not pay the application fee.

SECTION**D****How to file your application**

You can file your application in one of the following ways:

1. In Person at the nearest LTB office.

To find a list of LTB [office locations](http://sjto.ca/ltb) visit the LTB website at sjto.ca/ltb. You can also call the LTB at 416-645-8080 or 1-888-332-3234 (toll-free).

If you file your application in person at an LTB office, you can pay the application fee by cash, debit card, certified cheque, money order, Visa or MasterCard.

2. By Mail

Mail your T6 application to the nearest LTB office.

To find a list of LTB [office locations](http://sjto.ca/ltb) visit the LTB website at sjto.ca/ltb. You can also call the LTB at 416-645-8080 or 1-888-332-3234 (toll-free).

If you mail your application, you can pay the application fee by certified cheque or money order, Visa or MasterCard.

3. By Fax

You can fax your application to the nearest LTB office.

To find a list of LTB [office fax numbers](http://sjto.ca/ltb) visit the LTB website at sjto.ca/ltb. You can also call the LTB at 416-645-8080 or 1-888-332-3234 (toll-free).

If you fax your application you can pay the application fee by Visa or MasterCard.

Certified cheques and money orders must be made payable to the *Minister of Finance*.

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 Representatives.

Customer Service Representatives 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.