



Renovictions: Displacement and Resistance in Toronto

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RenovictionsTO

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Executive Summary

Introduction

Renoviction is a much-discussed but poorly understood aspect of the housing crisis. This report analyzes the conditions which give rise to renoviction, how landlords go about renovicting tenants, and how tenants have organized in response to renoviction. We also examine the policy framework approved by the City of Toronto for preventing renovictions and discuss why it will likely be ineffective. The report is based on over 160 cases of renoviction in Toronto, with each case being a building where renoviction took place or is currently taking place, as well as extensive interviews with 23 tenants from 12 of these buildings.

1. Understanding Renoviction

Renoviction is when a landlord tries to push a tenant out of their home by claiming they will renovate the unit. It is a landlord strategy to permanently displace tenants from rental units based on the claim they will renovate empty units. The public discourse surrounding renoviction perpetuates the myth that tenants are being displaced as a by-product of landlords upgrading rental properties and that, therefore, a better knowledge of the law alone will protect tenants against renoviction. Renoviction is a specific landlord strategy for closing rent gaps, and landlords who renovict tenants draw from a consistent playbook of tactics. Our understanding of renoviction is further supported by public statements made by landlords. While discussions of renoviction focus on legal issues, landlords do not need to flout eviction rules to renovict tenants, and many renovictions happen informally.

2. The Landlord Playbook

Landlords rely on a set of legal and extra-legal tactics to renovict tenants. Renovictions are common when low-rise apartments change hands. Landlords often buy buildings via numbered companies and informally approach tenants to encourage them to move out because of extensive renovations, often with buyout offers. Landlords typically reduce building maintenance, dismiss on-site superintendents, and ignore tenants' requests for in-unit repairs. N13 and other eviction notices significantly increase the pressure on tenants to leave their homes. If tenants do not move out after receiving N13 notices, landlords may try to harass and intimidate tenants to get them to move out; or, they may conduct disruptive renovations in other units, effectively turning the building into a construction zone. Finally, a landlord can apply to the Landlord and Tenant Board (LTB) to get an eviction hearing scheduled. If the LTB orders an eviction, the tenant must vacate by the termination date in the order or else face potential removal by the sheriff.

3. Organizing Against Renoviction

Tenants in Toronto have had success organizing and fighting back against renoviction. Through self-organization, non-reliance on legal strategy, and directly confronting their landlords, tenants have successfully pressured their landlords to withdraw evictions before they ended up at hearings in front of the LTB. Organized tenants have spoken out publically against renoviction, used poster and flyer campaigns to publicize fights against renoviction, held protests and other actions targeting their landlords' businesses, and directly confronted landlords at their buildings and homes.

Conclusion

Municipal and provincial governments have acknowledged renoviction to be a problem but have done nothing to change the basic conditions which make renoviction possible and profitable. The framework for a renoviction by-law approved by the City of Toronto and measures recently put forth by the Government of Ontario are unlikely to help tenants. As governments continue to allow renoviction, tenant organizing has the potential to become the most powerful countervailing force against it.

Introduction

THE TERM “renoviction” is still fairly new. When it appears in news stories it is often accompanied by a short definition or is inside quotation marks.¹ But despite its novelty, the term has become fairly common and renovictions have grown into a major topic in discussions about housing in Toronto and across the country. Journalists report on the rise of renovictions and advise tenants on how to protect themselves from the practice.² Academics list renovictions as among the main threats to our existing supply of affordable housing.³ Politicians campaign on the promise to stop renovictions, while cities move to introduce new laws to try to curb them.⁴ Non-profits and housing rights organizations, for their part, call for more study of the problem and urge tenants who have been renovicted to send submissions to the Federal Housing Advocate.⁵

In Ontario, renovictions are frequently associated with N13 eviction notices. Sometimes “renoviction” is simply used to designate cases where tenants are evicted with N13s. An N13 is a notice that a landlord can issue to a tenant in Ontario to terminate their tenancy because the landlord wants to conduct extensive renovations within the rental unit, demolish the unit, or convert it to commercial use. Giving a tenant an eviction notice is the first step in the legal eviction process. The next step is filing an application with the Landlord and Tenant Board (LTB). If a landlord files an application to evict a tenant on the basis of an N13 notice then a hearing will be scheduled, where an adjudicator will hear the case. If an adjudicator orders an eviction in a case where the landlord is seeking to evict a tenant for extensive renovations, then according to the law the tenant is able to return to their home at their old rent after the renovations are complete. This is sometimes called “the right of first refusal” or “the right to return.” In reality, as we will discuss, landlords prevent this from happening.

This report examines the conditions which give rise to renoviction, the ways landlords go about renovicting tenants, and the principles guiding tenants who have organized to keep their homes. It is based on information gathered from renoviction cases in Toronto over several years as well as detailed interviews with tenants who have experienced renoviction. The report is informed by over 160 cases of

renoviction, with each case being a building where renoviction took place or is currently taking place, impacting anywhere from one to 70 or more tenants. We conducted extensive interviews with 23 tenants, from 12 of these buildings.

The report is organized into three sections. In Section 1, we define “renoviction” and argue that renovictions are primarily about displacement, not renovations. We show that landlords renovict tenants not to rehabilitate ageing rental housing stock, but rather to close rent gaps. In Section 2, we analyze how renovictions actually play out in buildings and describe the landlord’s playbook for renovicting tenants. Here, we detail the legal and extra-legal tactics which comprise the landlord renoviction strategy. In Section 3, we focus on how tenants have organized in response to attempts by landlords to remove them from their homes through renoviction. To date, we are aware of several cases where tenants have successfully beat renoviction despite having been issued N13 notices, and many others where tenants have kept their homes in the face of other renoviction tactics.

As a result of the rise in renovictions and the attention they receive, the City of Toronto’s Planning and Housing Committee created a subcommittee in 2019 to look into the impact of renovictions on the city’s supply of affordable rental housing and how the city could help tenants by preventing renovictions.⁶ The Subcommittee on the Protection of Affordable Rental Housing met five times over the next few years, creating advisory committees, work plans, and promising to explore ways to collect data on renovictions. Notably, not much has resulted from these efforts besides a flawed tenant handbook and a much-delayed framework for a future renoviction by-law. At the end of this report, we turn briefly to the framework approved by the City in 2022 and discuss how assumptions embedded in it are likely to render it ineffective.

Relative stasis at City Hall contrasts with how things have changed in the city over the past few years, as seemingly more tenants learn they can fight back against renoviction and organize to defend their homes. These successful fights happen because many tenants understand clearly what their landlords are trying to do, what motivates their landlords, and how they would be impacted if they were forced out of their homes.

¹ For example, Amanda Stephenson, “How to Protect Yourself Against ‘Renoviction’ as Rental Markets Heat Up,” *The Canadian Press*, 2022; Melissa Mancini & David Common, “‘Renoviction’ Rates Soar Due to Big City Housing Crunch,” *CBC News*, 2019; Emily Mathieu, “Tenants Say ‘Flimsy’ Law Opens Door to ‘Renovictions,’” *The Toronto Star*, 2018.

² Matt Lundy, “Eviction Applications Spike in Ontario as Rents Soar, Vacancies Dwindle,” *The Globe and Mail*, 2023; Amanda Stephenson, 2022.

³ Affordable Housing Challenge Project, *Advancing the Right to Housing in Toronto: Critical Perspectives on the GTA’s Housing Crisis and How to Solve it*, 2022.

⁴ Justin Chandler, “Where the Parties Stand: On Rent Control,” *TVO*, 2022. *CBC News*, “Ontario Should Limit Rent Hikes Between Tenants, Toronto City Hall Committee Says,” 2022.

⁵ See survey at www.endhomelessnessottawa.ca/reportyourrenoviction; Canadian Centre for Housing Rights & National Right to Housing Network, *Renovations and Upgrading*, 2022.

⁶ City of Toronto, Planning and Housing Committee, May 28 2019, PH6.13.

1. Understanding Renoviction

DISCUSSIONS OF renoviction often characterize them as “illegitimate” or “illegal” cases of eviction where tenants are permanently displaced from their homes. The definition of “renoviction” used by the City of Toronto’s Subcommittee on the Protection of Affordable Rental Housing changed over time, but it consistently defined renovictions as “illegitimate” evictions and instances where landlords do not follow the rules. In November 2019, a City report said the term “refers to instances where landlords illegitimately evict tenants to undertake renovations of properties and do not provide them with the option to return so that the homes can be re-rented at a much higher price to a new tenant.”⁷ A 2021 report defined renovictions more narrowly, as instances “where a landlord issues a N13 eviction notice to a tenant under the guise of undertaking renovations but does not follow the requirements of the *Residential Tenancies Act*.”⁸ A 2022 staff report that accompanied a framework for a potential renoviction by-law noted that “there has been a growing trend of ‘renovictions’ in Toronto whereby a landlord illegitimately evicts a tenant by alleging that they need vacant possession of a residential unit to undertake renovations or repairs.”⁹

Many non-profits also characterize renovictions as “illegal” or as instances where landlords do not follow the rules. For example, when the Ottawa Alliance to End Homelessness asked tenants to report their renoviction, they said their survey was “for anyone who may have experienced an illegal eviction.”¹⁰ The Canadian Centre for Housing Rights and National Right to Housing Network put out a renovations guide for tenants, wherein they say that renovictions result from landlords failing to follow the rules when renovating renters’ homes:

Despite the legal protections that are in place, there has been an increase in the number of “renovictions” throughout Canada. In practice, landlords may not provide the proper notice or the financial compensation that they are required to give renters. Furthermore, as new landlords buy up rental homes, renters who may not be aware of their legal rights, such as the right of first refusal, can find

themselves pushed out of their unit, while new landlords renovate their homes and rent them out again at a higher rate.¹¹

Another approach is to basically equate renovictions with tenants being evicted on N13 notices. For instance, in 2019 the Advocacy Centre for Tenants Ontario documented the rise of what they call “no-fault evictions,” which included evictions via N12 and N13 notices, the latter of which they label “renoviction.”¹² Media reports also sometimes identify renovictions and cases where tenants get N13s.¹³

Renovations obviously feature prominently in discussions of renoviction. Sometimes it is claimed that renoviction is when tenants are evicted for renovations.¹⁴ Other times, the point of emphasis is that the renovations the landlord claims they will do are not actually done in the case of renoviction; or, the key is allegedly that the proposed renovations are not so significant that they require the tenant to vacate.¹⁵

These common misunderstandings of renoviction perpetuate the myth that there are landlords who follow the law to legitimately evict tenants for the purpose of upgrading rental properties, and others who abuse the system to illegitimately “renovict” tenants. More importantly, the spread of such misconceptions risks leaving tenants with the false impression that a better knowledge of the law alone will protect them against renoviction.

Renoviction is when a landlord tries to push a tenant out of their home by claiming they will renovate the unit. It is a landlord strategy to permanently displace tenants from rental units based on the claim they will renovate empty units. The landlord begins the process of renoviction by notifying the tenant, either verbally or in writing, that it wants them to move out. The landlord may then apply financial, physical, and legal pressure on the tenant to push them out of their home. The landlord may issue N13 eviction notices, but they may not. The landlord may or may not renovate common areas of the building or individual units after tenants have moved out. Renoviction is primarily about displacement, not renovations.

⁷ City of Toronto, *Promoting the Security of Residential Rental Tenancies*, Subcommittee on the Protection of Affordable Rental Housing, November 5 2019, RH2.1.

⁸ City of Toronto, *Actions to Address Renovictions in Toronto*, Subcommittee on the Protection of Affordable Rental Housing, May 31 2021, RH5.3.

⁹ City of Toronto, *Renoviction Policy: Creating a Framework to Protect Affordable and Mid-range Rental Homes and Deter Renovictions*, City Council, July 19 2022, PH35.18.

¹⁰ See www.endhomelessnessottawa.ca/reportyourrenoviction.

¹¹ Canadian Centre for Housing Rights & National Right to Housing Network, 2022, p.7.

¹² Advocacy Centre for Tenants Ontario, *We Can't Wait: Preserving our Affordable Rental Housing in Ontario*, 2019. The report relies on the number of L2 applications landlords filed on N13 notices with the LTB. Only in a small number of renoviction cases do landlords file L2 applications with the LTB.

¹³ Lundy, 2023.

¹⁴ Faryal Diwan, William Turman, Drew Baird, Neelu Mehta, Aleksandra Petrovic & Brian Doucet, *Mapping Displacement in Kitchener-Waterloo: Report*, 2021.

¹⁵ City of Toronto, *Renoviction Policy: Creating a Framework to Protect Affordable and Mid-range Rental Homes and Deter Renovictions*; Mancini & Common, 2019.

Landlords can renovict tenants without breaking any rules or doing anything illegal. In Ontario, a landlord may legally evict a tenant to extensively renovate their rental unit.¹⁶ The *Residential Tenancies Act* thus provides a legal framework for renoviction. Landlords do not always issue an N13 notice and initiate the legal eviction process, but there is nothing illegal about offering tenants buyouts on the condition that they terminate their tenancies. Even when landlords do start the legal eviction process by issuing an N13 eviction notice, they frequently do not find it necessary to have evictions enforced through the legal process. This is because the combined pressure of a legal eviction notice with extra-legal eviction tactics is often enough to push tenants out. When these tactics get the job done, there is no need for the landlord to file an eviction application with the LTB. This is not to say that landlords do not break various rules when renovicting tenants, only that it is misguided to characterize renovictions as cases where tenants are evicted “illegitimately” or “illegally.” Landlords renovict and therefore permanently displace tenants even when they follow the rules, or refrain from breaking any laws. We will return to this discussion at the end of this section.

Our understanding of renoviction is supported by the economic realities of rental housing in Toronto, how renovictions actually unfold in buildings across the city, and public statements made by landlords. In the next section we examine in detail how renovictions play out. Here, we look at the other two considerations.

Closing Rent Gaps

A rent gap is present where there is a significant difference between actual, capitalized rent and the potential to increase the rate of rent extraction if land is given a “higher” use.¹⁷ In cities, the presence of rent gaps, and the potential profits to be made by closing rent gaps, is the main determinant of land development. In Toronto’s housing market, high-rise condo development in the core and single family home construction in the suburbs are the dominant methods of closing rent gaps.

Firms which control purpose-built rental housing have also developed a number of techniques to close rent gaps. In the context of low rates of vacancy, tenants are forced to compete for rental units. In a competitive rental housing market, the only “higher” use landlords need to give to a rental unit to close the rent gap is a new rental contract at a higher rent price than the previous tenant paid.

In Ontario, most rental units are subject to rent control. During a tenancy, the landlord may raise the rent once per year

by the provincial rent increase guideline, which is at most 2.5%. However, there is no limit to how much a landlord can increase the rent between tenants. This is called “vacancy decontrol.” As asking rents for vacant units have risen significantly over the past several years, large gaps have opened up between what many sitting tenants are paying and what landlords can charge new tenants. To close such a rent gap, the landlord needs only gain vacant possession of the rental unit. Renoviction is, therefore, a landlord strategy to close rent gaps in rental housing markets on a unit by unit basis; to actualize the potential for increased rent extraction by evicting sitting tenants.

Many long-term tenants throughout Toronto are paying around \$1,000 per month for a one-bedroom or two-bedroom apartment. Meanwhile, the average asking rent for a vacant one-bedroom in the city is now \$2,500.¹⁸ The removal of sitting tenants from their homes under these conditions not only allows landlords to significantly increase their rental revenues, it can also increase the value of the property as a result of these higher rents.

Landlords who use the renoviction strategy often look to urban areas where they anticipate rapid future rises in land value. They purchase older, undercapitalized, low-to-medium density rental buildings from smaller, less profitable companies. They acquire buildings with a high proportion of long-term tenants paying rents that are significantly lower than asking rents for vacant units in the area. Why would a landlord buy such a building? Because they can make lots of money by closing the rent gaps. Additional investment in the form of extensive renovations can also result in significant returns so long as rents are raised.

Ads and brochures for multi-family rental buildings in Toronto that are for sale typically highlight rent gaps and “rental upside” as key selling points (for some examples, see Figure 1). Salespeople highlight these features because they know that is what their clients are seeking. Low rents in a building are attractive not because investors like low revenues but because they mean the property’s value is lower due to these rents. Long-term tenants paying lower rents are typically not looking to move—if anything because they can’t afford to—so turnover is something landlords have to work to achieve. Sometimes this is put in terms of “active management,” whereby a building that is “undermanaged” is one where tenants are not being pushed out. Often landlords will seek to acquire these types of older buildings with lower rents even before they hit the market and are advertised to the public.

Renoviction is by no means the only strategy landlords use to increase rent revenues and close rent gaps. Other well-

¹⁶ Government of Ontario, *Residential Tenancies Act*, 2006, Section 50.

¹⁷ Neil Smith, *Uneven Development: Nature, Capital, and the Production of Space*, 1984, p. 150. When we refer to the “higher” use of land in this report, we mean uses that raise the economic value of land.

¹⁸ Chris Fox, “Looking to Rent One-Bedroom Apartment in Toronto? New Report Suggests You’ll Pay More than \$2,500 a Month,” CTV News, 2023.

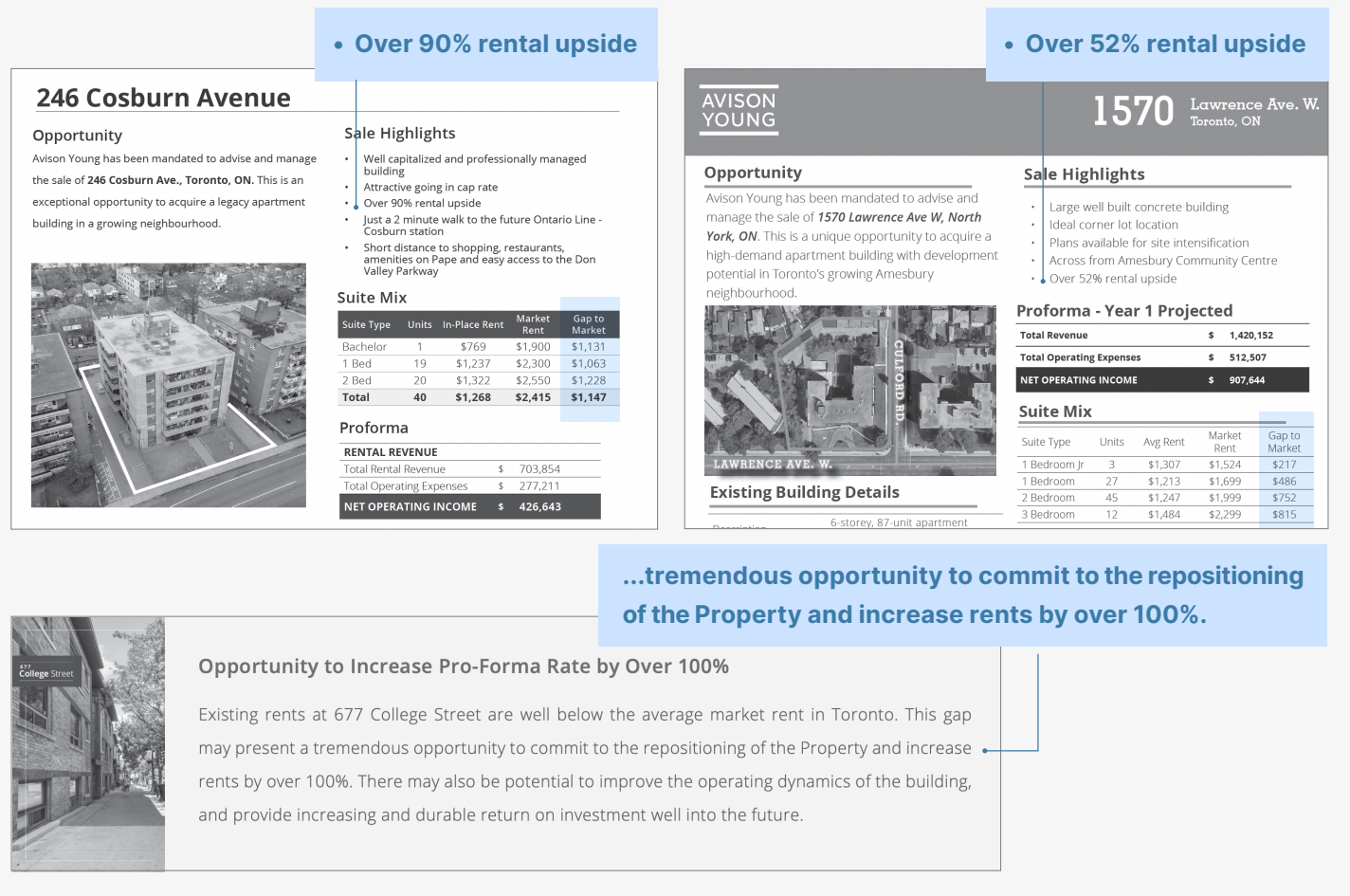
established landlord strategies include aggressive eviction litigation against tenants for unpaid rent, alleged behavioural infractions, and landlord’s own use, as well as above guideline rent increases.¹⁹ Some of these strategies, as well as other practices, bear some similarities to renovation. The term “renoviction” is even sometimes used to describe these other landlord strategies which aim to displace sitting tenants.

An own-use eviction is when a landlord evicts a tenant by claiming they, a family member, a caregiver, or someone buying the building or condo want to move into the unit. Landlords sometimes initiate an own-use eviction by issuing an N12 eviction notice, though many own-use evictions happen informally. Own-use evictions are an increasingly common tactic to displace tenants in order to raise rents.²⁰ Sometimes landlords will conduct renovations before re-renting the apartment at a higher rate. And sometimes tenants will be told

they have to move out because the landlord wants to renovate the unit before moving in themselves. Because renovations sometimes take place in the context of these evictions, and own-use evictions are another way landlords in Toronto seek to close rent gaps, some people will label these “renovictions.” While we consider renovictions to be distinct from own-use evictions, there is certainly some grey area, particularly since landlords sometimes emphasize their intent to renovate when informally approaching tenants to move out and some landlords will even issue N12 notices before or after issuing N13 notices to tenants.

An above guideline rent increase (AGI) is when the landlord applies to the LTB to pass off costs related to eligible capital expenditures to tenants (as well as costs related to security services, or an extraordinary increase in property taxes). Eligible capital expenditures include the repair or replacement of common building elements such as roofs, balconies,

Figure 1: Ads and Brochures for Multi-Family Rental Buildings in Toronto



¹⁹ Martine August & Alan Walks, “Gentrification, Suburban Decline, and the Financialization of Multi-Family Rental Housing: The Case of Toronto,” *Geoform*, 2018; Martine August, “The Financialization of Canadian Multi-Family Rental Housing: From Trailer to Tower,” *Journal of Urban Affairs*, 2020.

²⁰ Lundy, 2023.

windows, lobbies, elevators, and heating systems. AGIs allow landlords to raise rents up to 3% above the provincial rent increase guideline for three successive years, placing a large financial burden on tenants and contributing to displacement.²¹ Thus, both AGIs and renoviction directly contribute to the displacement of tenants and both can involve renovations that disrupt the lives of existing tenants. However, renoviction is a more concentrated application of financial, physical, and legal displacement pressure on tenants by landlords.

“Demovictions,” or when tenants are evicted because a landlord intends to demolish the building, are also considered by some to be cases of renoviction. In Ontario, landlords use the same notice (i.e. an N13) to start the legal eviction process for extensive renovations and demolition of the residential complex. However, demoviction is typically initiated by land owners with development interests, not rental housing landlords. The quantity of capital that must be advanced to demolish a building and redevelop land is far greater than the capital advanced to purchase a small or mid-sized apartment building and renovict the tenants living there. The municipal regulation of land uses through zoning policy requires land owners to meet specific conditions before it permits demolition and redevelopment. Cities impose no such conditions on purchasers of rental housing. While demoviction and renoviction are both strategies which displace tenants to extract higher rents, renoviction allows relatively smaller quantities of capital to be valorized more quickly than demoviction. Renoviction is a strategy that is therefore more easily replicable by a larger number of smaller real estate firms.

Once again, there can be some cases that are hard to classify. For instance, a landlord may claim on an N13 that they intend to demolish the rental unit despite only detailing extensive renovations on the notice. Or a small firm lacking the capital to redevelop may nevertheless tell tenants they intend to demolish a building in an effort to permanently displace tenants.

Despite the family resemblance between renovictions, own-use evictions, demovictions, and AGIs, they are distinct strategies for increasing returns. Landlords who renovict tenants cite the desire to renovate the vacant unit as the reason for forcing people out and draw from a consistent playbook of tactics well-suited to displacing tenants from low-to-medium

density rental properties. The number of landlords who use the renoviction strategy appears to be growing, and many replicate it in buildings across the city. This warrants inquiry into the specific practice. And it is impossible to understand renoviction without appreciating the real estate context in which it takes place. Real estate investors are not interested in spending \$10,000 or \$50,000 dollars to upgrade a two-bedroom apartment for a tenant who is paying \$1,200 a month in rent. But if the landlord can double the rent and sell or refinance the property following the renovations, then it becomes a worthwhile investment.

Landlords Speak for Themselves

Most landlords who renovict tenants try to avoid attention. They understand how the public generally feels about what they are doing, so they keep a low profile. But some landlords who use the renoviction strategy are more open about their approach to real estate investment. Our definition of renoviction is convincingly supported by the public statements of landlords themselves, when such statements exist.

Pulis Investments and Riley Real Estate Ventures (RREV) are two landlords with a track record of renoviction who market themselves to potential investors based on the profitability of the strategy.²² Since both firms have made recent, public statements about their business models, we will quote them at length.

Pulis Investments, founded by the father and son duo Brian and Kyle Pulis, is a rental housing investment firm involved in the “strategic acquisition and renewal of undervalued apartment buildings and townhome complexes in key southern Ontario growth markets.”²³ In early 2022, Pulis bought the mid-rise apartment building at 1570 Lawrence Avenue West in north Toronto and issued N13 eviction notices to the building’s ground-floor tenants.²⁴ The following month, Pulis issued an offering memo to potential investors which outlined their investment strategy and provided information about the properties owned by what the memo refers to as the “Partnership.”²⁵

The firm seeks to “create value” by purchasing properties they deem undervalued, conducting renovations, refinancing “to realize immediate market value gains,” and using those funds to acquire new properties.²⁶ Of course, Pulis

²¹ Philip Zigman & Martine August, *Above Guideline Rent Increases in the Age of Financialization*, 2021.

²² It is unclear if RREV is currently marketing themselves to potential investors as their website is no longer active and Brendan Riley’s LinkedIn profile lists his time as Founder and CEO of the firm as ending in 2022.

²³ Pulis Investments, About, pulisinvestments.com/about/about-pulis/.

²⁴ Victoria Gibson, “Renters Facing Eviction Found a Memo from their New Landlord Saying they Wanted a New ‘Demographic’ of Tenant. The Company Says it was a Mistake,” *The Toronto Star*, 2022.

²⁵ Pulis Real Estate Trust & Pulis Real Estate LP2, *Offering Memorandum*, 2022. Available at [sedar.com](https://www.sedar.com). The corporate structure of Pulis Real Estate Trust and Pulis Real Estate LP 2 is complex (see p. 19 of memo). When people invest in the trust they provide the “Partnership” with funds to acquire properties. We will use “Partnership” when quoting from the memo, but otherwise we will simply use “Pulis Investments.”

²⁶ Pulis Real Estate Trust & Pulis Real Estate LP2, 2022, p. 32.

Investments seeks to increase rents following renovations. This is only possible if renovated units are rented to new tenants (or, theoretically, old tenants signing new leases). In their offering memo, they note how many units in each of their properties have been renovated to date, as well as the pre-renovation rents and post-renovation rents. In many of the properties, more than half of the units have been renovated in only a few years. Often, rents in the buildings double following renovations.

The memo, as well as earlier Pulis Investments memos going back to 2016, also stated the following with respect to its properties:

As the Partnership intends to vacate all apartment units in the Property and reposition the Property by performing significant renovations and improvements in order to lease the Property to a new demographic of tenants, the future rents, vacancy, expense, cost, and other financial information concerning the Current Properties are expected to be materially different than the historical information disclosed herein.²⁷

Here, Pulis Investments articulates most clearly the strategy that is described and suggested elsewhere in the memo and the firm's promotional materials. The different tactics Pulis Investments uses to push tenants out of their homes in order to turn over units have been well-documented.²⁸

In a 2021 interview, Jason Thomsen of Pulis Investments elaborated on the business model:

...the revenue that we generate from these assets increases pretty significantly and as a result the value of the assets also increases. Once the value of the asset is increased substantially, what we do is we employ a program of refinancing. Refinancing basically allows us to capture equity growth that has occurred in those assets over a period of time, allows us to withdraw that equity by taking on a larger mortgage and we use that equity to roll into new acquisitions...It really creates a compounding effect for the fund, allowing us to deploy more capital year over year, allowing us to acquire more buildings, which then go through the same value-add model.²⁹

In the interview, Thomsen goes on to explain just how profitable the business model can be. In 2016, Pulis bought the 34-unit building at 44-52 Hayden Street in Hamilton for

\$3.3 million.³⁰ In 2016, the average rent for a two-bedroom apartment in the building was \$770. By 2021, two thirds of the original tenants had been removed from the building and average rents had more than doubled, to \$1,700. Thomsen notes that each "unit turn" has added \$220,000-250,000 to the building's equity value. In 2020, the building was assessed at a total value of \$9.02 million. Thomsen underlines Pulis Investments' unit-by-unit approach to closing rent gaps: "...it is a significant value-add model which generates pretty strong results in a relatively short period of time...there are still about ten units left to go, so there's additional upside to be had."

RREV, founded by Brendan Riley, is a smaller outfit which got its start in the single-family house flipping business before expanding into the acquisition of purpose-built rental properties. In 2021, RREV bought the 12-unit low-rise building at 2419 Keele Street in north Toronto and issued N13 eviction notices to all tenants living there.³¹ Tenants of 2419 Keele responded with a successful campaign which stopped the evictions.³²

On its website, RREV spelled out their business model to investors:

Working closely with our extensive industry network, our mission is to acquire undervalued properties, efficiently execute on extensive renovations, stabilize the building at today's market rent rates resulting in us refinancing or selling the property. The proven and efficient process will ensure that we can continually guarantee the capital returns expected from our investors.³³

Referring to the model as "proven" suggests they had executed it multiple times before, and thanks to media coverage we know of one case for sure, at 1 Kingswood Road in east Toronto. When asked why he had issued eviction notices for extensive renovations to tenants at that building, Riley explained his approach this way: "We are improving the quality of the building and therefore the quality of the tenants that will be living there in the future."³⁴

As with Pulis Investments, renovation is central to RREV's business model. Tenants are not pushed out as a by-product of renovation work. Rather, renovations are conducted so that rents can be raised to market rates, which is only possible if tenants are permanently displaced. This is done

²⁷ Pulis Real Estate Trust & Pulis Real Estate LP2, 2022, p. 29.

²⁸ Teviah Moro, "Renting to a 'Different Demographic' in Hamilton," Hamilton Spectator, 2018; CBC News, "Tenants of North York Building Demand Landlord Rescind Eviction Notices," 2022; Nick Westoll, "Toronto Apartment Renovations Move-Out Notices Spark Renewed Calls to Protect Tenants," CityNews, 2022; Jessica Durling, "They're Making our Lives Hell: Residents Accuse Powerful Brampton Landlord of Uprooting Families for Profit," The Pointer, 2022; Gibson, 2022.

²⁹ Pinnacle Wealth Brokers, "Pinnacle Presents Pulis Real Estate Trust: Hear from Kyle Pulis and Jason Thomsen," 2021, www.youtube.com/watch?v=J-iBb4K1Hr8.

³⁰ Moro, 2018.

³¹ Shauna Hunt & Jessica Bruno, "Keele Street Tenants Face Renovation for Second Time," CityNews, 2021.

³² Philip Zigman & Cole Webber, "Only Working Class Organizing can Defeat Renovictions," Passage, 2021.

³³ Riley Real Estate Ventures, F.A.Q. Investor Q&A, rreventures.net.

³⁴ Shane Dingman, "Toronto City Councillor Warns of Eviction Notices Issued During Pandemic," The Globe and Mail, 2020.

to provide returns for investors. In one Facebook post, RREV claims to, “help create environments of opportunity... by unlocking the value of underperforming properties across the GTA. We have helped countless partners build passive income and reach financial freedom through safe, secure investments in #realestate.”³⁵

Another post explains how RREV “unlocks” this value through the “#BRRRRMethod: Buy, Rehab, Rent, Refinance, Repeat.” In a video posted to the RREV YouTube channel, Shane Newman, Director of Finance, shared this candid reflection on why investors are attracted to RREV’s business model:

They see us as opportunistic. It has somewhat of a negative connotation sometimes but in this situation we are opportunistic. We’re looking at opportunity in the marketplace that pretty much no one else has jumped on. And we’re extracting the maximum amount of value we can on that opportunity.³⁶

Though RREV is one of the few firms publicly advertising how they want to exploit such “opportunity in the marketplace,” Newman was wrong to think that they were virtually alone in executing the strategy. This is clear by the number of buildings in Toronto where tenants face renovation and the similarities in how these are carried out, as well as the number of individuals and firms who have used the strategy across different buildings.

Some landlords will advertise their renovation strategy indirectly by partnering with a third-party that brings in other investors. For example, Addy is a real estate investment platform that allows members to invest as little as \$1 in properties and says its mission is “to enable every human to own real estate.”³⁷ When Addy launches a new property on its website for members to buy shares of, it provides an offering memo outlining the landlord’s strategy for the property. Not long before tenants at two north Toronto properties recently listed on Addy’s website began experiencing renovation, the offering memos for the properties made clear that Addy members were being invited to invest in and profit from renovation.

The memos outline how the landlords intend to generate a profit by renovating the properties over a five-year period and then selling. One property is made up of 95 units spread across 19 low-rise buildings; the other is 99 units in 9

low-rise buildings. In one case, the landlord: “plans to renovate the buildings and increase the below market rents (currently 1-bedroom at \$1,056/month and 2-bedroom at \$1,135/month) to market (currently 1-bedroom at \$1,750/month and 2-bedroom at \$2,150/month).”³⁸ In the other case, the landlord: “plans to renovate the buildings and increase below market rents (currently 1-bed at \$1,027/month and 2-bed at \$1,519/month) to market (1-bed at \$1,800/month and 2-bed units at \$2,900/month, at year 1).”³⁹ Over the course of five years the landlords intend to permanently displace all of the existing tenants, at a rate of around 20 per year. Prospective investors are told that this is going to be achieved through the use of “financial incentives,” or buyouts. Although both memos outline extensive renovation programs for each unit, it is made clear that renovations will only be conducted in units tenants are pushed out of and that the projected increases in rent are dependent on tenants being forced out. The memos also shed some light on how lucrative the landlords expect renovation to be: in one case a profit of over \$18 million is anticipated on an investment of \$46 million, in the other a profit of over \$30 million promised on an investment of \$61 million.

Landlords renovate tenants to close rent gaps and increase the value of their properties. Many will then leverage this value to acquire more rental properties, where they can deploy the strategy again. Vacancy decontrol establishes the legal framework through which the closing of rent gaps is profitable on a per-unit basis. Landlords attract further capital investment by demonstrating to potential investors that their renovation strategy is quick and cost-effective, and may be carried out across multiple properties simultaneously. In this way, over time, a landlord may increase the scale at which it deploys the renovation strategy.

The Legal Process of Eviction and the Right to Return

Ontario landlord-tenant law explicitly and purposively allows for landlords to evict tenants for extensive renovations.⁴⁰ And while landlords may be required to show they have obtained or applied for permits from the appropriate municipal or regulatory authorities to carry out renovation work, the law does not require that work be necessary by any criteria.

During the parliamentary debate on the *Residential Tenancies Act*, a Liberal MPP opined on the role of renovations in raising rental buildings and districts to “higher” uses: “I

³⁵ Riley Real Estate Ventures, facebook.com/rileyrealestate101.

³⁶ Riley Real Estate Ventures, “Lenders’ Standpoint,” 2020, www.youtube.com/watch?v=1-tcLRfOjhs.

³⁷ Addy, About, addyinvest.ca/about/.

³⁸ Addy (2 Wingreen Court) Corp, *Offering Memorandum*, 2021.

³⁹ Addy Corp, *Offering Memorandum*, 2020.

⁴⁰ *Residential Tenancies Act*, Section 50: “A landlord may give notice of termination of a tenancy if the landlord requires possession of the rental unit in order to...(c) do repairs or renovations to it that are so extensive that they require a building permit and vacant possession of the rental unit.”

think this bill will create...the ability for many investors to keep investing to renovate many falling down buildings, many areas to be cleaned, to be up to code, to be fit in the neighbourhood.”⁴¹

With renoviction, buildings and districts are “cleaned,” not by upgrading the built environment, but through the removal of working-class tenants whose long-term tenancies have contributed to the depression of local rents and property values. The *Residential Tenancies Act* establishes the legal framework through which this process is mediated and may be enforced.

The legal process of eviction for extensive renovations is straightforward, inexpensive, and accessible to landlords. The process is comprised of multiple stages in which landlords and the LTB apply escalating levels of legal, financial, and physical pressure on tenants to move out. Landlords’ financial resources typically allow them to employ property managers, real estate agents, contractors, engineers, paralegals, and lawyers at each stage of the process to advance their case and secure their desired outcome. In the end, the legal process is set up to sanction and enforce evictions. Individual working-class tenants have no comparable legal or organizational support to rely on. Having slight financial resources despite working long hours makes it very difficult for individual working-class tenants to respond to, and navigate throughout, the legal process imposed on them. Tenants are thus confronted by a legal process which is an uneven playing field and designed to dispossess them of their homes.

There are several stages in the legal eviction process for extensive renovations. Each stage is initiated by either the landlord or the LTB. The landlord starts the legal process when it issues an N13 eviction notice to the tenant. In the N13, the landlord indicates a termination date which must be at least 120 days from the date the notice is issued and details the work it plans to do in the unit. The tenant is not obligated to move out by the termination date in the notice. The termination date is only the soonest possible date the tenant could be legally ordered to vacate the unit by the LTB.

To get an eviction order against the tenant, the landlord first must file an L2 application with the LTB. The landlord may file the L2 at any time from the day after it issues the N13 to the tenant, up to thirty days after the termination date stated in the N13. When the landlord files the L2 application, it may include with it additional information to support its case, such as reports from engineers or contractors and permits from municipal or regulatory authorities. Once the LTB receives the landlord’s L2 application, it processes the

application, assigns it a file number, and schedules a hearing. The LTB then notifies the landlord and the tenant of the date and time of the hearing, where an adjudicator hears the case.

Tenants who receive a notice of hearing from the LTB face the potential of immanent eviction by order of the LTB. In advance of their eviction hearing, tenants must either try to secure legal representation or else prepare to self-represent. Ahead of the hearing, tenants may need to consider making decisions about the loss of wages due to taking time off work, childcare arrangements, language interpretation, and technology and internet access, just to attend and participate in the online hearing. As a result, many tenants do not attend their eviction hearings.

In cases where the LTB decides to terminate the tenancy, the LTB’s order indicates the date by which the tenant must vacate the unit. The soonest the LTB may order the tenancy terminated is 11 days from the date of its order. In consideration of the tenant’s circumstances, the LTB may give the tenant more time. When the LTB orders eviction, the tenant must vacate by the termination date in the order, or else face potential removal by the sheriff.

After the landlord files an eviction order with the sheriff, the sheriff’s office notifies the tenant of the date of the scheduled eviction enforcement. The sheriff co-ordinates the enforcement of the eviction with the landlord and attends the tenant’s unit to oversee the changing of the locks. If the tenant is present in unit at the time of enforcement, the sheriff and/or police remove the tenant from the unit.

The *Residential Tenancies Act* says a tenant who receives an eviction notice for extensive renovations may return to live in the rental unit once the landlord completes renovations.⁴² In reality, this doesn’t happen. We have yet to encounter a single tenant who has successfully exercised this “right of first refusal.”

In practice, a renovicted tenant has no legal recourse to regain occupancy of a unit once the landlord has re-rented the unit to another tenant. This legal precedent was established in the case of 795 College Street in Toronto. The landlords, Evan Johnsen and Neil Spiegel, renovicted tenants from the building and prevented them from returning to their units by re-renting the units to new tenants at higher rents. Some of the tenants took their case to the LTB, only for the Board to rule, “...the Legislature did not intend reinstatement of the tenancy to be an available remedy” to tenants.⁴³

Even if a landlord does not prevent tenants from returning to their homes by surreptitiously bringing in new tenants, consider what would be required of a tenant to actually exercise the right to return. N13 notices often say the

⁴¹ Ontario Legislative Assembly, *Hansard*, 38th Parliament, 2nd Session, May 15 2006.

⁴² *Residential Tenancies Act*, Section 53.

⁴³ Emily Mathieu, “Landlord Fined \$75,000 for Eviction Tenants in Bad Faith – Money it Can Recoup in Less Than a Year from Higher Rents,” *The Toronto Star*, 2019.

renovations will take anywhere from 7-12 months or more. A tenant therefore has to find long-term accommodations, which for most working-class tenants means entering into a new one-year lease agreement. The same math that makes it profitable for a landlord to renovate tenants means that a tenant will typically be unable to find an apartment nearby, or even in the city, that they can afford. Moving costs and the increased rent the tenant has to pay will impact them. The tenant's work and personal life may also be disrupted by the move. If the renovations are completed in several months, it can be difficult for the tenant to get out of their lease and financially unviable to carry two leases. Bear in mind, though, the law does not hold the landlord to any timeline for the completion of renovations. The longer the landlord drags things out, the more likely it is that the tenant must decide to move on for good. As time passes, the changes to the tenant's life become solidified in their new home, making it more difficult to simply cut ties again and move back to the previous home.

Much of the discourse surrounding renovation uncritically fixates on legal issues. According to the City of Toronto, renovation only occurs when the landlord either does not carry out extensive renovations or does not allow the evicted tenant to return to the unit.

The City's *Eviction Prevention Handbook* contains a "checklist for illegitimate eviction notice."⁴⁴ The checklist contains criteria by which tenants are meant to assess whether or not they have received a valid eviction notice. One of the criterion listed is that the eviction notice must "have a legitimate reason and one made in good faith." Yet, as we saw above, regardless of what their landlord plans to do, a tenant who receives an N13 notice has received a legal eviction notice for a legitimate reason: extensive renovations. A tenant on the receiving end of such a notice may have no reason to doubt that the landlord intends to renovate the unit. The more important questions are, what is the landlord's primary motivation for issuing the notice? And, what will happen to the tenant if they move out? Renovation is, first and foremost, about displacement, not renovations. And we know that if the tenant moves out they are exceedingly unlikely to ever return to their home. Narrowly focusing on whether landlords are following certain rules to evict tenants for renovations is inappropriate when their objective is displacement.

By focusing on the narrow legal question of whether the eviction notice is "illegitimate," the City's handbook serves

only to facilitate displacement. The handbook even encourages tenants to try to assert their right of first refusal, without mentioning that landlords prevent tenants from returning to their units, or that the legal precedent set by 795 College Street sanctions this. The handbook advises tenants who have received N13 notices: "If you would like to move back into your units after renovations, be sure to indicate to your landlord—in writing—and follow through based on the timeline of the repairs."⁴⁵ Again, the City is advising tenants on the baseless assumption that landlords will allow them to move back at some point after they vacate the unit.

Landlords do not need to flout eviction rules to renovate tenants. They rely on a set of legal and extra-legal tactics to push tenants out of their homes. In cases where the landlord issues N13 eviction notices and files eviction applications against tenants at the LTB, the landlord does so in compliance with the law, not in contravention to it. Landlords engage with the legal eviction process because it is more likely to serve their objective of displacing tenants than it is to protect tenants from eviction.

It should be clear by now that the success of the landlord's renovation strategy does not hinge on the tenant being unaware of the right of first refusal. Once the tenant has vacated, the landlord can easily prevent them from ever returning to the unit. Fines are not a deterrent to landlords here, as such costs are easily recouped through the increased rents they can collect from new tenants and the increase in the value of the property resulting from renovation.

By focusing narrowly on legal issues and conflating renovation with the physical rehabilitation of rental housing, the City of Toronto and non-profits suggest that they are not opposed to renovation, so long as it is by the book. Either that, or they are under the mistaken impression that if no laws are violated, tenants will not be displaced.

If it were actually the case that the rise of renovation was a result of a frantic, city-wide blitz by landlords to install condo-style elements in low-rent buildings, we would still be obliged to challenge the City's and non-profits' prioritization of kitchen islands over the preservation of tenancies of working-class renters. But such a view is only possible if one fundamentally misunderstands why landlords renovate tenants and how renovations actually play out. Once more: the objective of landlords who renovate tenants is to permanently displace them from their homes and raise rents on vacant units.

⁴⁴ City of Toronto, *Eviction Prevention Handbook*, Issue 1.0, 2021, p. 16

⁴⁵ City of Toronto, *Eviction Prevention Handbook*, p. 15.

2. The Landlord Playbook

LANDLORDS INITIATE renovictions in different ways. For instance, they may send a text message telling tenants they have to move out, or go door to door offering tenants buyouts, or just slip N13 eviction notices under everyone's doors. How things then unfold will depend on the landlord's approach and commitment to forcing tenants out, the response from tenants, and how these influence each other. But despite the variety of tactics landlords may use, and the different ways things may play out, there are significant similarities across cases and a number of steps that we can think of as the landlord playbook. This section examines how renovictions play out in buildings in Toronto by analyzing the different actions landlords take to displace tenants. We do not always see the same steps taken by landlords, nor in the same sequence, but the moves in the playbook are commonly used, often in the sequence described below, and represent escalations in pressure to push tenants out of their homes.

The Sale

Tenants identify the sale of their buildings as a point in time when they face acute displacement pressures. Occasionally landlords will initiate a renoviction before selling a building in order to make the property more attractive to buyers, who can charge high rents for those vacant units. Realtors and other agents may help push tenants out in preparation for a sale. Often, though, a new landlord will acquire a building then try to push the existing tenants out so they can raise rents.

Over the past several years, renovictions are common in Toronto when low-rise apartment buildings or apartments above store fronts on main streets change hands. These are buildings of two-to-four stories, typically with four-to-twenty apartments, though sometimes more. If existing tenants are paying rents that are considered below market then landlords acquiring these buildings can generate significant returns by evicting those tenants and bringing in new tenants at much higher rents. As mentioned earlier, when these types of buildings are for sale, ads will frequently mention "rental upside" or highlight the gap between the rents paid by existing tenants and rents for vacant units in the area. If renovations are completed and new tenants are brought in at higher rents, a building can either be sold again for a profit or held as an income generating asset.

Tenants living in rooming houses and single-family homes divided into multiple units also face renoviction. However, landlords often try to push tenants out of such buildings at the time of a sale by claiming they, a family member, or the new buyer intends to move in (i.e. an own use eviction). Meanwhile, tenants living in larger purpose-built rental buildings often face displacement pressures when their buildings are sold thanks to disruptive renovations to common areas, balconies, and other parts of a building that can be used as the basis for an above guideline increase in rent. Tenants in larger buildings sometimes face renoviction, but it does not appear to be the tactic of choice for the landlords possessing the capital needed to acquire these buildings. One exception is Pulis Investments, a firm which has grown considerably in recent years by renovicting tenants to add value to rental assets which it then uses to expand its portfolio.⁴⁶

Landlords who acquire buildings and try to renovict tenants are typically either individual owners, partnerships, or small real estate firms using funds raised from investors. Many of these individuals, partnerships, and firms engage in the practice repeatedly, sometimes acquiring larger buildings over time as they increase their capital. Landlords acquire buildings via numbered companies or corporations simply bearing the name of the building address in order to hide their identities. Occasionally these firms may have a public profile, but even in these cases the landlords will try to hide their identities from the tenants they are trying to renovict. For example, Brendan Riley ran RREV, which had a website that advertised their practices to prospective investors. However, when Riley acquired a building he did so through a company with a generic name created just for that purpose and when presenting himself to tenants he would claim to merely be an agent of the landlord. Similarly, Pulis Investments is a real estate investment firm that advertises its business strategy to prospective investors through its website, offering memos, and promotional materials. Pulis also has a property management arm with a much smaller public profile, Drake Property Management. When Pulis acquires a building, tenants are introduced to Drake Property Management, thus hiding Pulis' involvement. Hiding their true identity is not only a way for a landlord to shield themselves from potential backlash as they seek to renovict tenants, it also adds to the uncertainty, confusion, and stress for many tenants facing renoviction.

⁴⁶ Other exceptions we know of are developer The Sud Group and corporate landlord Cromwell Management.

Initial Approaches

Landlords often initiate renovictions by approaching tenants informally after acquiring a building. The landlord or an agent will explain that the building has been acquired and there are plans to conduct renovations. At this early stage, tenants may simply be encouraged to move out because of the extensive and disruptive renovations. Sometimes this is presented as being in the tenants' own interests, as the planned renovations will allegedly soon make it very uncomfortable to live in the building. But tenants are often simply told that everyone in the building will have to move out because of the renovations. The new landlord has a plan for the building and it does not include the existing tenants. For example, one tenant recalled that the first time they met their new landlord they were told, "We have plans for your building. You guys have to leave because we're going to renovate your unit." Another tenant was told by their new landlord, "We bought the building. Now we are going to renovate. We need every tenant to move out." In another instance, a tenant was told by a landlord representative that the new owners planned to add a storey to the building and, as a result, the tenant would have to vacate.

Notably, tenants will be approached individually by the landlord or their agent. Typically this will happen in-person at the building, with the landlord or agent going door to door, though sometimes letters will be sent to tenants instead. Tenants may be given notices or letters explaining that the new landlord plans to renovate or may simply be told of the plans. Given the power imbalance between a landlord and a single tenant, such one-on-one interactions are to the landlord's advantage. Tenants may even be discouraged from speaking with their neighbours about the issue because "everyone's situation is different" or for "privacy reasons." If a landlord acquires multiple adjacent buildings, they may approach tenants in one building at a time, thus decreasing the number of tenants who can alert neighbours about the landlord's plans.

Despite the landlord or agent introducing themselves to tenants, very little information is typically provided about themselves. Landlords renovicting tenants hide behind property managers, realtors, and paralegals, and will often only provide phone numbers or email addresses, often generic ones (for example, tenants.416@gmail.com). In one case, a landlord presented a business card that had only their first name and a phone number. While handing out business cards is uncommon, taking steps to hide one's identity from tenants is standard. Since many buildings are acquired from long-time owners who tenants may have had a personal relationship with, such informality may not initially seem out of place. However, once told that they have to leave their homes, the lack of information about the landlord can be disorienting.

It is common for landlords to offer buyouts at this stage to encourage tenants to leave. Such offers may be merely verbal, or be made in writing, and may come via intermediaries like a paralegal. A few thousand dollars, or even several thousand dollars, may be offered initially if tenants sign an N11 form to end their tenancy. Such offers may be presented as only being available for a limited time or being the best offer tenants will see, in order to pressure tenants into taking the buyout.

Some landlords offer to cover moving expenses and may even offer to help tenants find a new place. Tenants at one building in Parkdale were contacted repeatedly by a company that allegedly facilitated building transitions and offered tenants money to attend meetings, in an effort to get tenants to move out.

Many tenants do move out at this stage, for a variety of reasons. First, a tenant may be planning to move out already when the landlord comes by and offers them a buyout. Second, tenants who have moved into the building more recently may already be paying higher rents than many of their neighbours and not have strong ties to the neighbourhood; thus, a buyout may appear attractive to them and rents elsewhere may not be unobtainable. Third, a tenant may be unfamiliar with the current rental market and not realize that the difference in rent they will subsequently have to pay will quickly deplete the buyout. Tenants who have spent decades in the same apartment and do not have the internet may be particularly prone to such miscalculation. Fourth, a tenant may move out because they do not think they are allowed to refuse the offer from the landlord. If someone believes that a landlord in Ontario has the right to simply kick people out of their homes, they will think they have no choice here. Fifth, a tenant may move out because they fear a formal eviction notice is coming and either do not think these can be successfully challenged or does not want to face that stressful situation. Sometimes landlords or their agents will say explicitly that N13 eviction notices will follow if tenants do not "voluntarily" accept a buyout, or they may just hint at this. On other occasions, tenants may simply suspect that N13 notices will follow the buyouts. One tenant who refused several buyout offers from their new landlord noted, "Most of the people who moved out ... said they had to move out, if not there would be court proceedings."

Landlords often tell tenants that accepting a buyout now is a better alternative than being evicted by order of the LTB later. Faced with the potential threat of forced removal from their homes, many tenants do accept small sums of money in exchange for ending their tenancies and moving out. Landlords know that lower income tenants in particular are even more susceptible to buyout pressure because they are more likely to have urgent, immediate expenses and debts. By applying buyout pressure on tenants, landlords use the social

power of money to discipline and displace uncooperative, low-income tenants.⁴⁷

Moving out after being approached informally or being offered a buyout does not, therefore, mean freely agreeing to leave one's home. Many tenants who leave their homes at this stage do not want to (the fourth and fifth cases above). And taking a buyout with the threat of eviction hanging over one's head is far from a voluntary decision. Speaking to one's neighbours can help tenants resist these initial approaches and buyout offers. Not only may tenants learn that they can indeed refuse the offer, but they may be more confident in doing so knowing that they are not confronting the situation alone.

However, simply informing tenants of their rights is not enough to stop people from moving out at this stage. If tenants do not believe they can successfully fight back in the event they are issued N13 notices, or have not heard of cases of tenants successfully beating renoviction, refusing buyout offers may not seem like a genuine option. Even if tenants know that they cannot afford asking rents in their neighbourhood or elsewhere in the city, they may leave their homes due to the stress caused by no longer feeling secure there.

The way these initial approaches by landlords take place leaves little doubt about the motives behind them. These approaches do not result from a genuine desire to improve the living conditions of existing tenants or from some recognition that the building just acquired is old and in need of work. Landlords do not propose fixing things that tenants want fixed inside their units or addressing pressing issues, but focus on things like completely gutting, redesigning, and renovating the inside of units or doing extensive electrical and plumbing work within units. Tenants are not consulted about the work being proposed for their homes. There are no efforts made to conduct work in a manner that would allow tenants to remain in their homes, no meetings held with tenants about such possibilities. Tenants are told that they have to leave or should leave because the landlord has plans for the building. How landlords conduct themselves makes it plain that this is not primarily about renovations but about pushing existing tenants out.

Even though buildings where renovictions happen may be several decades old, they are typically not run down or in any worse shape than neighbouring buildings. Insofar as they may need some repairs, that is not the work that is proposed in order to push tenants out. That the buildings may be older and have not been extensively renovated means that rents will typically be low—and that is the salient factor.

It is impossible to say just how common renovictions are or how many tenants move out at this early stage because it is impossible to reliably track informal approaches from landlords. Though tenants have reported many cases of

renoviction that were initiated informally, we do not know what share of cases are reported. It is less likely that a case will be reported if there are few units in a building and tenants move out after being approached informally. Furthermore, tenants living in houses divided into only a few units or which are shared with the landlord may be more inclined to move out after being approached informally because they do not know they can fight the renoviction or do not want the stress of living in a house with someone who wants them out and who can make life difficult by escalating in ways described below. In our experience, a renoviction that is initiated outside the period of a sale is more likely to be at a home divided into a few rental units, rather than a low-rise buildings or apartments above store fronts—however, renovictions are sometimes initiated by long-time landlords at these other types of properties when no sale is imminent.

Neglect

A landlord is responsible for maintaining the property. It is undeniable that landlords across Toronto frequently fail to adequately maintain properties, neglecting both common areas and issues inside of units. Such failure is the norm, and often particularly acute, in the case of renovictions. After all, landlords renovicting tenants have no interest in being a landlord to the existing tenants who are paying reasonable rents. Neglecting the property not only saves them money, it increases the pressure on tenants to leave.

Tenants often notice a change in standards once their building is sold. Basic maintenance like cutting the grass, snow removal, and the cleaning of common areas will cease entirely or happen infrequently. Garbage removal may also be interrupted or inconsistent. One tenant told us that,

The previous landlord would clean the common spaces every week. The common spaces were now going several weeks without anybody coming by to clean. ... They wouldn't take out the garbage. I was emailing them every week for four weeks telling them the garbage wasn't taken out.

Another tenant reported that after the garbage started piling up at the building due to the new landlord's neglect, the landlord offered them \$50 a month to take out the garbage.

On-site superintendents are often let go, which cuts costs and vacates a unit. They are "replaced" by property managers or other agents working remotely. Not only does this mean that routine cleaning and maintenance of common areas will not get done, or not as frequently or well, but issues like burned out lightbulbs in common areas or broken intercom systems will go unnoticed by management. It also means there is no one at the building with a master key in case a tenant loses

⁴⁷ Susanne Soederberg, *Urban Displacements: Governing Surplus and Survival in Global Capitalism*, 2020, p. 50.

their key or in the event of a medical emergency inside a unit. One tenant recalled how, when a neighbour lost their keys,

No one picked up the emergency line, and no one was coming. We were looking at either him spending the weekend in a homeless shelter or all the tenants getting together and calling a locksmith and just paying for it, to get him back in his house.

When a tenant tries to contact the new landlord about such issues, they are often frustrated. In most cases, tenants are provided with a phone number or email address to contact for maintenance or in case of emergencies. It is common for calls to simply go to voicemail and not be returned, and for emails to go unreturned. One tenant noted, “It wasn’t just that they were neglecting maintenance. It’s that it became impossible to actually request maintenance.”

Requests for in-unit repairs are often ignored in the early stages of renoviction. Tenants report having to call or email their landlords repeatedly to request maintenance. When requests are actually acknowledged, the work itself is often not done, or done only after some delay and poorly. One tenant reported that, “We did send them, at least three times, a list of all the things that were wrong in all the apartments and in the building. It took them a year, and still they did not get through that list.” Another tenant noted how even when they would speak to the new property manager directly about their maintenance issues, their requests for repairs in their bathroom would be ignored: “He’d tell me to put it in writing. And every time I put it in writing he didn’t do anything about it.” Tenants facing renoviction often decide to simply stop requesting maintenance because doing so seems pointless. One tenant sent repeated requests to management over the course of several months to repair a leak in their ceiling. Rather than address the issue, management encouraged the tenant to accept the buyout that had been offered. Some tenants also fear that alerting the landlord to disrepair will just provide the landlord with an excuse to kick them out.

In many cases, there is no office address tenants can go to in an effort to press their maintenance concerns. If tenants are even given an address for the landlord it may simply be a PO box number. For example, the address of Evan Johnsen and Neil Spiegel’s property management company, Anchor, is a mailbox. Even Pulis Investments, which has an office, lists only a PO box as the address of their property management arm, Drake Property Management. In another case, the landlord’s listed address was a United Postal Service store.

Unfortunately, none of this is surprising. Renoviction is not about a landlord conducting renovations or upgrading apartments for the benefit of existing tenants. Landlords renovicting tenants want existing tenants to move out and to do

so on their timeline. Maintaining the property and conducting in-unit repairs makes tenants more comfortable in their homes and makes it easier for them to resist pressures to move out—this is antithetical to the landlord’s main objective. Neglecting the property makes tenants feel unwelcome, creates additional stress, frustration, and discomfort, and can also introduce security concerns (e.g. when front doors are left open by workers or locks break). While these issues often arise immediately after a new landlord takes over, they can intensify as time goes on, as we will discuss below.

Neighbours coming together as a group may not only help in terms of coping with the psychological impacts of the landlord’s neglect, but can often help improve maintenance at a building. Tenants facing renoviction typically have more success getting maintenance issues looked after when they approach the landlord collectively about such issues.

Another avenue available to tenants in Toronto when a landlord is failing to maintain a building is to contact the City of Toronto’s RentSafeTO bylaw enforcement program. The program is for buildings of three or more storeys and 10 or more units, and functions as an intermediary between tenants and landlords. If a tenant submits a maintenance request to their landlord and sees no action, they can contact RentSafeTO to submit a complaint. If a bylaw enforcement officer determines that there is a violation of building standards, they will contact the landlord and request the issue be resolved.

Tenants who reach out to the City in the hopes of getting their landlord to fulfill their basic responsibilities report mixed experiences. While a call from a City building inspector may in some cases pressure landlords who neglect to maintain their properties, tenants frequently report their RentSafeTO file being closed by the City once the building inspector makes contact with the landlord, whether or not any action is taken to address their issue. In cases where the City does attempt to enforce its by-laws, landlords frequently do not comply and drag out the case for months or years by appealing the City’s order. In that RentSafeTO encourages tenants to depend on a third-party intermediary which is often incapable of effectively enforcing City by-laws against landlords, it may only further frustrate and disorient tenants who face renoviction.

Issuing N13 (and other) Eviction Notices

Issuing N13 eviction notices significantly increases the pressure on tenants to leave their homes. While informal approaches and buyouts can be ignored by tenants, a formal eviction notice is the first step in the legal eviction process that can result in a tenant being ordered evicted by an adjudicator at the LTB and removed from their home by a sheriff. An N13 is a notice to end a tenancy “Because the landlord wants to demolish the rental unit, repair it or convert it to another use”

Figure 2: First Page of N13 Notice

This is a legal notice that could lead to you being evicted from your home.

The following information is from your landlord

I am giving you this notice because I want to end your tenancy. I want you to move out of your rental unit by the following termination date: / / . dd/mm/yyyy

My Reason for Ending your Tenancy
I have shaded the circle next to my reason for ending your tenancy.

Reason 1: I intend to demolish the rental unit or the residential complex.

Reason 2: I require the rental unit to be vacant in order to do repairs or renovations so extensive that I am required to get a building permit and the rental unit must be vacant to do the work.
Note: You have the right to move back into the rental unit once I have completed the repairs or renovations. If you want to move back in once the work is done, you must give me written notice telling me you want to move back in. Also, you must keep me informed in writing any time your address changes.

Reason 3: I intend to convert the rental unit or the residential complex to a non-residential use.

Details About the Work I Plan to do

Notice to End your Tenancy
Because the Landlord Wants to Demolish the Rental Unit, Repair it or Convert it to Another Use
N13
(Disponible en français)

To: (Tenant's name) include all tenant names From: (Landlord's name)

Address of the Rental Unit:

This is a legal notice that could lead to you being evicted from your home.

The following information is from your landlord

I am giving you this notice because I want to end your tenancy. I want you to move out of your rental unit by the following termination date: / / . dd/mm/yyyy

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Note: You have the right to move back into the rental unit once I have completed the repairs or renovations. If you want to move back in once the work is done, you must give me written notice telling me you want to move back in. Also, you must keep me informed in writing any time your address changes.

Reason 3: I intend to convert the rental unit or the residential complex to a non-residential use.

Details About the Work I Plan to do
I have described below the work I plan to do for the reason shown above, including specific details about how I will carry out the work.

Work planned	Details of the Work

Page 1 of 4

(see Figure 2). A landlord checking off Reason 2 on the notice is claiming “I require the rental unit to be vacant in order to do repairs or renovations so extensive that I am required to get a building permit and the rental unit must be vacant to do the work.”⁴⁸ On the first page of an N13 notice, a landlord notes the date by which they want the tenant to move out (i.e. the termination date) and details about the work they are claiming they will do.

Sometimes landlords issue N13 notices almost immediately after acquiring a building. For example, Brendan Riley issued N13 notices to all 12 tenants at 2419 Keele Street just days after acquiring the property. Often, though, N13 notices will follow informal attempts to push tenants out or come at least a few months after a building is sold. Regardless of when the notices come, they are almost always simply slipped apartment under doors, allowing landlords to avoid facing the people they are evicting.

The whole process of renoviction can be incredibly stressful for tenants and disrupt their lives in profound ways. This is particularly true after tenants receive N13 notices. One tenant who received an N13 notice soon after their building was sold said,

When our new landlord gave us the N13 notice it didn't feel like home anymore. And it sucks because I work from home. Having that peace of mind at home—he kind of took away, when he did what he did. ... We were very stressed. It wasn't very peaceful. Our home didn't feel like home anymore. ... It could be taken away from us at any time.

Another tenant we spoke with expressed similar sentiments, saying, “It was a lot of stress. ...I also lost the feeling of privacy in my apartment. ...I felt like someone was breathing down my neck and didn't want me there. So I no longer felt safe.” Another tenant said, about receiving their N13 notice, “It was nerve wracking.” “It's always in the back of your mind,” their neighbour added. Tenants may even start to pack in preparation for a potential move or start to get rid of things because they anticipate having to downsize if they leave their home, which can create additional anxiety.

Some tenants take the N13 notice to be equivalent to an eviction order and so move out, not realizing that the notice is only the first step in the legal eviction process. An N13 looks like an official document and within a thick black bar in the middle it says, “This is a legal notice that could lead to you being evicted from your home.” If eviction is understood as being removed by a sheriff or other authority, then it is no surprise tenants may want to move out before that happens. Below the black bar, bolded text continues, “I am giving you this notice because I want to end your tenancy. I want you to move out of your rental unit by the following termination date: [date].” If tenants are not familiar with the legal eviction process, their landlord telling them they want them to leave can be enough for them to do so. It can also be difficult for tenants to understand precisely what the notice says if their first language is not English or because of stress.

Many tenants move out after receiving N13 notices even though they may understand they do not have to. As with tenants accepting buyouts, tenants may move out at this stage

⁴⁸ Landlords renovicting tenants will sometimes check off another reason on the notice, claiming they are either demolishing the unit or converting it to commercial use. What a landlord actually intends to do in a particular case can be hard to say. In our view, the reason checked off on an N13 notice does not determine whether or not renoviction is taking place.

for a variety of reasons. First, a tenant may be planning to move out already or may have recently moved in to the building. In these cases, tenants are unlikely to challenge eviction. Second, a tenant may move out because they believe they will be able to move back into their unit at their current rent once the renovations are completed. Tenants may come to believe this because of information contained in the N13 notice or because they receive some unfortunate advice. Third, a tenant may move out because they do not think they can fight the eviction, possibly because they believe the landlord will conduct the work claimed in the notice. Fourth, a tenant may move out because they may not think fighting the eviction will be successful or because such a fight appears to be stressful to manage. We will discuss the second, third, and fourth cases in turn.

On the first page of an N13 notice there is the following sentence: “You have the right to move back into the rental unit once I have completed the repairs or renovations.” This line pertains to cases where the landlord seeks to end a tenancy due to extensive renovations, and after the line are instructions for a tenant should they want to move back post-renovations. As discussed earlier, tenants returning to their units post-renovations after receiving N13 notices is not something that happens. This is completely unsurprising once renovations are understood as being a way for landlords to permanently displace tenants. On a few occasions, we have come across tenants who believed they would be able to return to their homes post-renovations because it said so on their N13. It seems likely that some tenants move out for this reason. However, in our experience, most tenants who are familiar with the supposed right to return hear about it from a non-profit, legal professional, or politician or their office. As we discussed in Section 1, many such individuals and organizations wrongly believe that the reason tenants face “illegitimate” eviction is because they are unaware of their right of first refusal. As a result, they assure tenants they have this right and encourage tenants who receive N13 notices to simply “assert” this right. By doing so, these individuals and organizations only facilitate displacement; they have given tenants the false impression that once the renovations are completed in their units they will be able to return.⁴⁹

Another reason a tenant may move out after receiving an N13 even if they understand it is not an eviction order is because they may not think they can fight the eviction. The situation may appear straightforward to them: their landlord wants to do extensive renovations and is telling them they have to move out; they have no reason to doubt the landlord wants to do those renovations; so, they have to move out. The second

page of an N13 notice says a tenant does not have to move out if they “disagree with what the landlord has put in this notice.” Tenants may not be in a position to disagree that the landlord intends to conduct such renovations or that the renovations require vacant possession—they may lack this knowledge or insight. If tenants take these to be the only grounds on which they may challenge their eviction, they may choose not to wait for a potential hearing. It is hard to say how many tenants may move out for this reason. Since such tenants are unlikely to organize with their neighbours or try to fight the renovation, they may just quietly move out.

A tenant may also move out after receiving an N13 notice because they have not heard of tenants successfully fighting back against renovation. News stories about tenants facing renovation, or about the rise in renovations, are relatively common. Less common are news stories about tenants successfully fighting to keep their homes, even if there are at least several such cases. Once again this illustrates how simply informing tenants of their rights is not the best way to support tenants fighting renovation (even aside from the above point about how this can facilitate displacement when it comes to the right to return). Telling tenants they can stay in their homes and try to challenge the evictions at the board is not as enticing as some may think. For tenants, that means living with disrepair, stress and uncertainty, and often escalating harassment and disruptions to one’s daily life while waiting for an adjudicator to decide if the renovations the landlord claims they want to do are so extensive as to require vacant possession. As we discuss in the next section, even when talking with neighbours and getting organized does not lead to a proactive campaign against the landlord to withdraw the N13 notices, it can help tenants withstand pressure from the landlord and stay in their homes.

Landlords will also sometimes issue other formal eviction notices when trying to renovate tenants. After acquiring a building, the new landlord may begin aggressively issuing N4 eviction notices (i.e. notice to end a tenancy for non-payment) as a way to harass tenants or in the hopes that some will simply move out when they receive the notice. Sometimes this is in the context of trying to pressure tenants into transitioning from paying rent by cheque to signing up for automatic withdrawal rent payments. For example, in one case where tenants refused to sign up for automatic withdrawal payments they received N4 notices even though they had paid rent on time because, the landlord claimed, the process for issuing the notices was automated and they had not been able to pick up the rent cheques from the building.

N5 notices, which are notices to end a tenancy for

⁴⁹ In our experience, most tenants who receive N13 notices understand that their landlord is trying to permanently remove them from their homes. This is often obvious to tenants who are first approached informally with buyouts or N11 forms to end tenancies, or who are given N11s with their N13s. But tenants who receive N13s out of the blue or very soon after a sale may either take the claim on the notice at face value or be more receptive to bad advice.

“interfering with others, damage or overcrowding,” may also be issued in the course of a renoviction. For example, after tenants refused buyout offers from John Maniatakos and his associates, they received N5 eviction notices for having shoe racks outside their doors in their low-rise building, which they had for years. Instead of asking tenants to remove the shoe racks, the landlord issued N5 notices.

N12 notices are also sometimes issued to tenants in the context of renoviction. An N12 notice is a notice to end a tenancy because the landlord or a family member, or a purchaser or their family member, requires the unit. Sometimes a landlord will issue N12 notices either prior to or after issuing N13 notices. Sometimes a landlord will issue N13 notices to some units in a building and N12 notices to other units. Such behavior simply reinforces the notion that the landlord’s primary objective is displacement. Landlords will use the various tools at their disposal to try to force tenants out of their homes, including various types of formal eviction notices.

Harassment and Intimidation

If tenants remain in their homes after receiving N13 notices or after persistent informal approaches, landlords may intensify pressure on tenants through harassment and intimidation. In some cases, tenants receive frequent phone calls, texts, or emails about when they are moving out or about whether they will accept the latest buyout. One tenant said, about the new landlord’s repeated buyout offers, that:

He started putting a lot of pressure on us. Doing things to annoy us. ... Lights would be turned off, water would be turned off, without notice. Then more buyout letters would be sent. It was an aggressive tactic to make the building really chaotic and refuse to fix anything, to lure us to take a buyout.

Another way landlords can harass tenants is through frequent unit “inspections” or regularly entering units for other reasons. “Once every two weeks there was an attempt to enter our units for some bogus reason or another. And that just went on and on,” said one tenant. Tenants at another building received notices of in-unit inspections twice a week at one point. Often, no one would show up on the day of the inspection. “Usually they don’t come, they just send us the email, to intimidate us,” said a tenant. The frequent and unpredictable nature of such inspections create stress for tenants and drive some to move out. Even tenants who have refused to leave their homes for several months may move out as a result of this increased pressure.

Tenants may find repeated buyout offers and frequent intrusions into their home to be intimidating or threatening. Whether intentionally or not, landlords may create the sense

that there will be no end to their efforts or no way for tenants to continue to resist. In extreme cases, a landlord may explicitly threaten tenants in person. Such interactions can happen around the building, which the landlord has free access to, or even inside of a tenant’s apartment during an inspection or other interaction. In one instance, a landlord’s associate tried to pressure tenants to move out by threatening that the sheriff will remove them from their homes if they do not leave by the termination date on the N13 notice.

A common intimidation tactic landlords use is lawyers’ letters threatening legal action. This often happens if tenants not only remain in their homes but fight back through collective actions and public campaigns against the landlord. Tenants who deliver letters to their landlords at home or who post information on social media or elsewhere online may receive cease and desist letters from lawyers and other letters threatening prosecution. Landlord lawyers will allege defamation and false accusations even when tenants carefully stick to the facts and publicly report what is happening at their buildings.

More recently, landlords have sought to criminalize tenant organizing by further threatening the tenancies of organizing tenants, perhaps because they understand that tenants cannot be realistically prosecuted for their actions through criminal or civil proceedings. Tenants in Parkdale who put up banners on their balconies to protest the N13 eviction notices they received were issued N6 eviction notices for “illegal acts.” The banners read “Evan Johnsen: Stop the Evictions,” and “Neil Spiegel: Stop the Evictions.” Similarly, the lawyer for Pulis Investments claimed that tenants fighting renoviction were engaging in conduct “intended to harass, coerce, obstruct and interfere with the Landlord” and that their “Wrongful Conduct” meant they could receive an N6 eviction notice and a fine of up to \$50,000, should it continue. While legal experts noted that Pulis’ lawyer was interpreting the *Residential Tenancies Act* in novel ways and that should they move forward with those applications they could be unlikely to be successful at the LTB, threatening letters don’t need to be fully credible to be intimidating.⁵⁰

These types of landlord actions serve to highlight the power imbalance inherent in tenants’ struggles to keep their homes in the face of renoviction. There are various avenues open to landlords for taking away a person’s shelter, via proceedings at the LTB. Tenants have no such power over landlords, have no ability to throw their landlord into the streets. Recent attempts to criminalize tenant organizing uses this threat of losing one’s home—perhaps more quickly than through renoviction—to try to discipline tenants.

Living in a Construction Zone

Landlords may intensify the pressure on tenants who

⁵⁰ Shane Dingman, “Landlord Warns Toronto Tenants Protest May Lead to Eviction,” *The Globe and Mail*, 2022.

remain in their homes by initiating disruptive renovations within vacant units or in a building's common areas. It is rare that all tenants in a building will resist renoviction for several months. More commonly, some tenants will move out at various stages in the process. Vacant units represent an opportunity for landlords to renovate and raise rents, increasing the value of the building in the process. Vacancies also provide the landlord with the opportunity to further disrupt the lives of tenants who have not moved out. In our experience, landlords renovicting tenants will not renovate common areas of the building unless they succeed in forcing some tenants out of their homes. However, once a certain number of apartments become vacant and the landlord starts renovating those units, they may also initiate renovations of the building's common areas.

Renovations are accompanied by noise, frequent water shut down, the lack of hot water, utility shut downs, and dust, dirt, and debris. Construction noise is permitted from 7:00 AM to 7:00 PM on weekdays and from 9:00 AM to 7:00 PM on Saturday, but this is not always respected by landlords. One tenant reported that, "Construction after hours was a big disruption. When they were renovating the unit above mine, there were just guys hammering [after hours]." Even when landlords respect these times, construction noise can be a nightmare for tenants, particularly people working from home, seniors, and shift workers. One tenant who works from home, said, "Even with my door closed my co-workers couldn't hear me [over the construction noise]." When tenants do receive proper notice, daylong water shut downs to accommodate renovations in vacant units still mean tenants cannot use the washroom, bathe, or sometimes cook for an entire day. But it is not uncommon for such shut downs to happen without notice, or for the schedule of shut downs to be changed last-minute after tenants had received notice. Tenants also frequently report dust, dirt, and construction materials throughout the building while renovations are being done in vacant units or to common areas.

Even if done diligently, completely gutting and remodeling apartments will disrupt the lives of people living in neighbouring units. Landlords seeking to push people out of their homes have an interest in disrupting the lives of tenants who have not yet moved out, thus there is no incentive for them to be mindful of the comfort and well-being of the remaining tenants. Tenants are not always in a position to determine whether a particular water shut down is necessary, whether the noise can be minimized, or whether steps could be taken to minimize the various disruptions to their lives caused by the construction; however, tenants often report that they believe their landlords were conducting renovations in a

manner that was deliberately more disruptive than necessary. When work continues late into the night and on Sundays, when tenants see vacant units being remodeled but cannot get basic maintenance done in their own unit, or when workers are under the impression that no one is living in the building, it is hard to disagree with tenants' assessment here. All of this simply increases the pressure on tenants to move out.

Buildings where tenants are fighting renoviction can resemble construction zones in other respects as well. Aside from the noise and dust, workers coming and going from various apartments, and materials everywhere, the front and back doors are usually propped open to facilitate the work or ensure access for workers. This creates additional safety concerns for remaining tenants.

Occasionally, renovations being done in an adjacent vacant apartment will cause damage to the apartment of someone who has refused to move out. In one case, a water leak from the apartment above damaged the ceiling in an occupied apartment. Despite there being many workers on site renovating vacant units, the tenant was unable to get their landlord to fix the damage in a timely manner. In another case, a piece of fabric getting stuck in a pipe resulted in sewage coming up from the toilet and bathtub to flood an apartment of a first floor tenant. Here, Pulis Investments blamed tenants for the sewage backup, noting that a t-shirt was removed from the pipe and telling tenants that, "Only toilet paper should be flushed down the toilets." The more likely cause was that one of the shirts workers place above exposed pipes during plumbing renovations in vacant units accidentally fell into the pipe.

Legal Escalation

Finally, a landlord can increase the pressure on tenants to leave their homes by applying to the LTB on the N13 notices that have been issued. If a landlord files an application on an N13, then a hearing will be scheduled where an adjudicator will hear the case. If the adjudicator orders an eviction, the order will include the date whereby the sheriff can remove the tenant from their home if they have not already moved out.

Relatively few renovictions make it to this stage. While there has been a significant increase in applications filed by landlords in Ontario on N13 notices, these represent a fraction of renovictions actually taking place.⁵¹

Notably, even if tenants are successful at a hearing this does not mean the matter is resolved and their housing secure. If an adjudicator decides that the renovations the landlord claims they want to carry out do not require vacant possession, there is nothing stopping the landlord from issuing new N13 notices the following day, claiming different renovations.

⁵¹ Lundy, 2023.

We interviewed tenants from one building who had gone through hearings for two different sets of applications to evict on the basis of N13 notices. Even after the landlord's second applications to evict were denied at a hearing, one tenant said,

The decision itself didn't touch on the larger questions of good faith, and left the door open [for more N13s]. ... We didn't lose our homes, but we also didn't get justice. Are we getting N13s tomorrow? Are they appealing? I only feel marginally more secure in my housing than I did before the result of the hearing.

Tenants usually lack the financial resources to pay for legal representation. As a result, there are very few cases where evictions for extensive renovations have been successfully challenged on legal grounds. Tenants who do obtain legal advice and representation on eviction for extensive renovations may be told by legal professionals to move out. With a couple of notable exceptions that we are aware of, the inability of tenants to pay for legal representation, coupled with the lack of positive legal precedents for tenants, has meant that legal professionals are hesitant to litigate renoviction cases. Instead, they will often facilitate displacement by advising tenants to either rely on their right of first refusal, or to accept a buyout in exchange for ending their tenancy before their case goes to hearing at the LTB. This is yet another example of how tenants are very much disadvantaged within the legal eviction process despite having formal equality with landlords under the law.

It is important that tenants know they do not have to move out if they receive an N13 notice and that a landlord does not have the power to simply kick them out of their homes. However, if their landlord is committed to pushing them out, this knowledge alone will not prevent them from being pushed out of their homes. Landlords can legally evict tenants on the grounds that they will conduct extensive renovations, and landlords deploy a variety of extra-legal tactics to permanently displace tenants.

Discussions of renoviction often focus on supposedly "illegitimate" cases where landlords do not actually intend to renovate or do not intend to conduct very extensive renovations. Such discussions seem to disregard the tenant perspective; we have yet to speak to a tenant who considered their landlord renovicting them to be legitimate. In our view, it is irrelevant whether a landlord actually intends to do the extensive renovations they claim they will carry out and it is a mistake to focus on this issue.⁵² Partly, this is because renovictions are dynamic situations where tenants have the ability to alter

their landlord's plans. It is also difficult to know what exactly a landlord plans to do at the outset, beyond that they will make some effort to force tenants out of their homes. Some landlords may seek to informally push tenants out but have no intention to issue N13 notices. Some landlords may issue N13 notices but have no intention to ever file L2 applications. Some landlords may file L2 applications with the intention to withdraw them if tenants do not move out prior to a hearing. Some landlords will try to empty out an entire building but be content to decrease the displacement pressures if they succeed in pushing a certain number of people out. It is not uncommon for a landlord to buy a building, try to force everyone out, succeed partially in this regard, renovate all the vacant units, and quickly sell the building for a profit. Once we drop the pretense that landlords are acting in good faith, all of these possibilities open up. And, indeed, landlords display varying levels of commitment to displacing tenants, and certain landlords we have come across seem to deploy only certain tactics.

Meanwhile, how tenants respond to a landlord's attempt to renovict them will necessarily impact the landlord's plans. A landlord may be willing to issue N13 notices, neglect the property, file L2s, harass tenants, and seek eviction through the board, but if tenants move out after being approached informally then the landlord will not have to use those moves from the playbook. Conversely, a landlord may be willing to do all of these things but back down after issuing N13 notices if tenants fight back and apply enough pressure to the landlord. This does not mean that the landlord did not plan to do those things or had no actual plans to renovate; rather, tenants succeeded in changing the landlord's plans.

There are landlords like Evan Johnsen and Neil Spiegel, Brendan Riley, and others who have previously pushed tenants out of their homes and conducted extensive renovations before bringing in new tenants at higher rents. These people have demonstrated the willingness and ability to conduct the renovations they claim they will do. But that does not mean that tenants should move out when these landlords issue N13 notices. Tenants who have recently received N13 notices from these landlords have succeeded in fighting back and pressuring their landlords to withdraw the evictions. There is no reason to doubt that the landlords intended to conduct renovations in these cases. But they were only going to conduct these renovations if they succeeded in forcing tenants out of their homes, and that's because renoviction is primarily about displacing tenants, not conducting renovations.

Tenants should not be preoccupied with what their landlord's actual plans are. The most important thing is that they can be certain their landlord's plans do not involve

⁵² Discussions that focus on the issue of landlords obtaining necessary permits similarly miss the mark. Landlords who renovict tenant routinely get permits and obtaining a permit is not difficult.

them. Any account or detailed discussion of renoviction that neglects this fact not only fails to accurately capture what is happening across buildings in Toronto and elsewhere, but does tenants a disservice. Once we understand that displacement is the primary objective it is easy to understand why it is not important to answer whether or not the landlord intends to renovate.

What we do see is that landlords conduct renovations—either extensive or superficial—if they are able to get tenants out of their homes. In almost all renoviction cases, some tenants will move out. And often the landlord will renovate these empty units. But no matter their supposed plans for the other units, we have not seen a landlord conduct any renovations or extensive repairs inside of units when tenants refuse to move out, even when it seems like it would not be difficult for them to do at least much of the work they proposed with tenants remaining in their homes. If we understand

renovictions as being primarily about a landlord's desire to conduct renovations, this may seem mysterious.

Now, some may claim that, if the landlord believes the renovations require vacant possession, then of course they will not renovate if tenants do not move out. First, we reiterate that how landlords go about renovating tenants makes plain that they are not merely trying to conduct renovations they believe require vacant possession in order to be done safely. But, even when the LTB has ruled that the renovations the landlord included on their N13 notices could be done without tenants moving out, the renovations have not been done. Furthermore, since some tenants often move out from a building, landlords could temporarily move tenants into vacant units—without terminating anyone's leases—while conducting renovations that genuinely were impossible or unsafe to conduct with someone in the unit, should they desire. This is not something that we see happen.

3. Organizing Against Renoviction

IN THE FACE of landlords' renoviction strategy, governments and non-profits have urged tenants to "stay put" and "don't move out."⁵³ This approach is consistent with their treatment of the landlord renoviction strategy itself which, as we saw in Section 1, centers the legal aspects of renoviction. Centering the legal aspects of renoviction reinforces a false dichotomy between so-called "illegitimate" and "legitimate" evictions; on the one hand, tenants are susceptible to "illegitimate" evictions when they are unaware of existing legal protections for tenants, on the other hand, there are "legitimate" evictions which tenants must accept. The practical implication of this view is that once the tenant who faces renoviction learns that an eviction can only be legally enforced once the landlord obtains an order from the LTB, the tenant should simply wait and accept the LTB's decision. In the meantime, knowledge of the LTB's authority should render the tenant impervious to the landlord's eviction tactics. There are two fundamental problems with this approach.

First, as we showed in Section 1, in the case of 795 College Street, the LTB established that it has no authority to reinstate a renovicted tenant who wishes to return to their unit once the landlord has re-rented the unit to a new tenant. In light of this precedent, it is an absurdity to claim tenants are susceptible to "illegitimate" eviction for lack of knowledge of the legal eviction process and the right of first refusal while at the same time suggesting tenants wait for and accept the LTB's decision on their landlord's application to evict them for extensive renovations—which, once again, is permitted by law. If the LTB cannot even enforce tenants' supposed right to return to their unit after renovations have been completed, why should tenants consider its authority to evict them to be legitimate?

Second, this approach fails to address landlords' extra-legal eviction tactics, which we outlined in Section 2. Tenants interviewed for this report told us that landlords' legal, financial, and physical pressure tactics were harmful to them and their neighbours. We are also familiar with a number of cases where landlords have succeeded in pushing tenants out of their homes by exerting these forms of pressure on them. For example, many tenants feel pressured to accept buyouts, and sometimes low-income tenants accept buyouts out of apparent desperation. In one renoviction case in Mimico, the landlord's agent told two tenants with substance use disorders they could take a buyout now or face inevitable eviction later. Believing

they had no other option, the tenants accepted buyouts. Within weeks of moving out, these tenants were reportedly staying at a homeless shelter.

When tenants do hold out against renoviction, landlords' extra-legal tactics are nonetheless damaging. In one case in Downsview, an agent of the landlord repeatedly frightened a senior by showing up at her apartment door and threatening to have the sheriff come to remove her. The landlord of a tenant living above a storefront near Yorkdale mall had the tenant's vehicle towed after he issued multiple different eviction notices to her and she refused to move out. At another building in north Toronto, because the new landlord refused to fix the building's broken washing machines for over a year, tenants had no other option but to travel off-site to do their laundry. A west-end tenant we interviewed told us when her building sold, the new landlord insisted on refusing cash rent payments and was quick to issue eviction notices for non-payment of rent against tenants who did not comply. As a result, she had to accompany her neighbour, an elderly disabled man, to the bank to purchase a bank draft because he no longer understood how to make his rent payments and could have been evicted as a result. Another tenant interviewed for this report described the impact of landlords' extra-legal eviction tactics this way:

It takes up all your mental energy. So much of your life revolves around your housing situation. The landlord has so much power. Knowing that the landlord is lying to get you out, it feels like you're fighting an uphill battle. It's so drawn out. You have to live with it for months. Dealing with the landlord's paralegals, construction guys, it puts a lot of stress on you. It's anxiety inducing.

Clearly, as these examples suggest, tenants will not necessarily be able to resist the various pressure tactics landlords use as part of their renoviction strategy through a better understanding of the legal eviction process alone.

If better knowledge of the law does not serve to protect tenants from renoviction, how do tenants create the conditions under which they develop the collective capacity to withstand landlords' attempts to renovict them? Working-class tenants across Toronto, and in cities throughout Ontario, have had success by organizing at the level of their rental apartment buildings, and in some cases, at the level of rental districts. Before we offer some observations on the content of these

⁵³ City of Toronto, *Eviction Prevention Handbook*, p. 12; Bhavin Billimoria & Karly Wilson, "Op-Ed: Advice to Tenants Facing Renoviction – Stay Put," Now Toronto, 2022.

tenants' organizing initiatives, we need to critically assess how governments and non-profits treat tenant organizing.

Governments and non-profits do not discuss organizing as a process through which tenants develop their collective capacities. Instead, they present non-profit advocacy organizations as possessors of expertise, funds, and political influence that individual tenants need access to. For example, a passage from a recent report from Right to Housing Toronto argues, "The success of eviction prevention measures is also contingent on a network of community legal clinics, other legal housing organizations, housing advocates and tenant support groups who build tenants' awareness of their rights and obligations..."⁵⁴

If eviction prevention depends on the work non-profit organizations, then tenants cannot expect to stop evictions through their self-activity. The City of Toronto takes a similar approach. On the City's webpage for tenants, under the heading "Need Support or Assistance?", it lists the information of non-profit advocacy organizations tenants may contact. The City's *Eviction Prevention Handbook* suggests tenants speak to their Tenant Association. This suggestion assumes the tenant lives in one of the relatively few buildings in Toronto where there is an active organization of tenants. It also presents Tenant Associations as yet another institution which tenants may access as a service user. Absent from the information the City provides tenants are any examples of how Toronto tenants have acted collectively to resist renoviction.

When non-profits present tenant organizing as something more than service provision, they portray it as tenant engagement with the legal eviction process, or as the work of organizations external to tenants themselves. In a recent report on renovictions in Toronto, ACORN presents two renoviction case studies.⁵⁵ In both cases, the report depicts tenants disputing landlords' eviction applications at LTB hearings as examples of tenant organizing. In the first case, we learn that a group of Etobicoke tenants received a grant from the City of Toronto to help cover their legal fees. In the second case, the landlord at an east-end Toronto building succeeded in renovicting the tenants living there. The report's presentation of these cases as examples of tenant organizing reduces the potential for collective action to tenant participation in the legal process of eviction and calls into question its claim that, "If not for the ACORN Tenant Union calling out cases in our city, landlords would be able to quietly displace tenants and face no recourse."⁵⁶

In Section 1, we said renoviction is a landlord strategy to increase rents and property values. In Section 2, we outlined the landlord playbook of tactics to remove tenants from

rental units. What we wish to emphasize here is that a critical component of the landlord renoviction strategy and playbook of tactics is to maintain or increase the existing separation between tenants living in a building so as to eliminate tenant opposition to renoviction. In the most sophisticated approaches to renoviction, landlords avoid uniform communication with all tenants in a building and insist on only communicating with tenants individually about buyouts and/or threats of eviction, as the case may be. Landlords are apparently conscious of the need to keep tenants separated when, for example, instead of issuing N13 notices to all tenants in the building at once and risking the unification of tenants around a shared threat of eviction, they restrain themselves and target a smaller number of specific tenants with eviction notices while maintaining generalized pressure on all tenants through various means.

Organizing Early

As we have seen, the sale of a building is a moment in time when tenants are likely to experience displacement pressure. In this moment, it is critical for tenants to make timely interventions within their building. The sooner all tenants become aware of the sale of the building and can anticipate the potential for renoviction, the better, because it gives tenants more time to organize ahead of the landlord implementing its renoviction strategy.

By organizing, we mean that tenants establish independent methods of communication, collective decision-making, and action in their own interests as tenants. Organizing, in our view, does not mean that tenants set up organizational structures, such as elected executives, which only tend to concentrate activity and decision-making among a small minority. Rather, organizing involves the greatest possible number of tenants. At its most basic, organizing means that tenants talk to their neighbours at their building, share information, and begin to make decisions together about how to act as a group to improve their conditions.

Tenants we interviewed who organized to stop renovictions at their buildings benefited from establishing methods of communication with their neighbours, including regular group meetings, one-on-one conversations, and app-based chat groups. Often, tenants begin by having informal conversations with neighbours they already know, or by approaching neighbours they don't know in the hallway, entranceway, or parking lot. Through these informal talks, tenants discuss the situation at the building and acknowledge each other's concerns. Thus tenants confirm to one another that they are living under shared conditions and that the landlord

⁵⁴ Right to Housing Toronto, *Ending Homelessness & Preventing Evictions in Toronto: Rights Review*, 2023 p. 16.

⁵⁵ ACORN Toronto, *Stop Renovictions in Toronto*, 2021.

⁵⁶ ACORN Toronto, 2021, p. 4.

is acting against their interests as tenants. Once two or more tenants have reached this baseline understanding together, they have started to organize.

A particularly proactive tenant we interviewed described reaching out to neighbours after her new landlord sent notices to all tenants claiming the landlord planned to renovate their buildings and encouraging tenants to accept buyouts:

I just started knocking on doors when I got the notice, first in my building, then neighbouring buildings. The reactions I got from my neighbours about wanting to stay and not take a deal gave me confidence to go further and keep talking to neighbours. And a couple of other tenants started helping out.

The next step tenant organizers will usually take is to call a meeting, open to all tenants, typically in a common area of the building (entranceway, hallway/landing, parking lot) to discuss the situation as a building of tenants. This initial meeting is often crucial because it is the first time tenants establish communication amongst themselves at the building level. At a well-attended building meeting, tenants are in a position to decide collectively to fight to remain in their homes.

Once this decision is taken, tenants are wise to agree on how they will reach out to neighbours who did not attend the first meeting and stay in contact with each other between now and the next meeting. Tenant organizers reach out to neighbours who were absent from the first building meeting through already existing social networks within the building, or else by knocking on neighbours' doors. To stay in contact between meetings, a common method is for tenants to create an app-based group chat for tenants in the building, for example using WhatsApp. From there, tenants can hold regular meetings to make decisions and divide up tasks about responding to communication from the landlord, developing their own demands, and putting the landlord on notice of their demands. Between meetings, tenants may continue to share updates and other information over the building group chat. Two tenants we interviewed from the same building described how increased communication among their neighbours allowed them to coordinate their opposition to the landlord's extra-legal eviction tactic of frequent unit inspections:

We had the group chat, where everyone shared information. If the landlord was coming in the building, we would let each other know and protect each other.

The first time we defied them, and denied them entry to our units, it was during the pandemic. I was nervous, standing behind my door, looking at my phone and reading "they're here, they're at the back door."

Organizing early allows tenants to mitigate against the landlord targeting and pushing out individual tenants in the initial stages of renovation. When the landlord succeeds in rapidly removing a number of tenants from a building with extra-legal eviction tactics early on, it diminishes the potential for tenants to organize effectively. Just as each unit the landlord succeeds in vacating increases their rate of rent extraction, each renovation which tenants prevent depresses it and strengthens the organizing position of tenants in the building as a whole. Only when tenants organize do they counteract the tendency toward their separation in the rental housing market and by the landlord.

At one west-end building, tenants formed an organization immediately after learning their building had been sold. Throughout the first year after the change in ownership, the new landlord relied on buyouts, removing the live-in superintendent, neglecting maintenance and disrepair, and making it difficult for some tenants to pay their rent by refusing to accept cash payments and no longer physically collecting rent payments at the building. More than a year later, the new landlord issued N13 notices for extensive renovations to all tenants in the building. By this time, tenants had already established building-based organization with months of experience collectivizing grievances around maintenance and disrepair and rent payment issues. Having developed collective practices in opposition to the new landlords' extra-legal eviction strategies, the tenants were in a strong position to fight the landlord's N13 notices. Tenants launched a public campaign against the renovations and within months the landlord conceded and withdrew the N13 notices.⁵⁷

Tenants we interviewed said that organizing with their neighbours made them feel less isolated, and lessened the negative psychological and emotional consequences of being subjected to renovation. In this sense, organizing is the antidote to the despair tenants often feel when landlords threaten to kick them out of their homes. One tenant we spoke with shared that the positive difference that organizing with neighbours has made in his partner's life is "the bright side" of facing renovation.

Non-Reliance on Legal Strategy

We have discussed how the legal process of eviction for extensive renovations is an uneven playing field designed to sanction and enforce renovations. Therefore, it is not surprising that tenant organizing is most effective when it starts before the landlord initiates the legal eviction process and when it does not abide by the legal eviction process once it is underway. Organizing is a rational response to renovation whether or

⁵⁷ Abby O'Brien, "These Toronto Tenants Stopped their Entire Building from Being Evicted. Here's How they Did it," CTV News, 2022.

not the landlord has issued N13 notices. Tenants faced with renovation who wish to remain in their homes should act accordingly.

We conducted extensive interviews with 23 tenants for this report, all of whom have faced or are currently facing renovation. Fourteen of the tenants we interviewed beat their renovations. Eleven of these tenants who beat their renovations did so by organizing with their neighbours to increase the financial, social, and emotional costs on their landlords to the point where their landlords withdrew the evictions before they ended up at hearings in front of the LTB. Three other tenants we interviewed won their cases at the LTB after theirs and their neighbours' organizing efforts did not result in the landlord withdrawing the evictions. The remaining nine tenants interviewed continue to organize with their neighbours against their landlords' ongoing attempt to renovict them.

The success of the tenants interviewed for this report can be attributed, in part, to the decision of their building committees to not rely on the legal process to protect them from renovation. Instead of focussing their energies on preparing for the possibility of a future LTB hearing, tenants proactively and directly confronted their landlords and demanded a stop to the renovations before their cases ever got to the LTB. For some of the tenants we interviewed, organizing to directly challenge the landlord was intuitive. Other tenants told us that before they themselves faced renovation, and before looking into how other Toronto tenants have been fighting renovations, they had assumed Ontario landlord-tenant law protected tenants from renovation: "It was interesting to know how many people are fighting back and that the LTB may not save us. That was scary and sad. It felt uncomfortable. It felt like we had to take matters into our own hands."

From our interviews with tenants, we learned that many of them, in the course of organizing with their neighbours against renovation, developed their analysis of how the political and legal state apparatuses sanction the landlord strategy of renovation. In the case of one building where tenants beat renovation by organizing, the local NDP MPP reached out to tenants after early media coverage of their campaign. The tenants agreed to meet with the MPP, who assured them of his support. Later, the MPP's office informed tenants that it had held a meeting with the landlord without them. The MPP's office had not notified tenants of this meeting in advance, let alone invited them to attend the meeting. The MPP's office told the tenants that at the closed-door meeting, at its urging, the landlord had agreed to increase the amount of money it was prepared to pay tenants to move out. Reflecting on her experience organizing against renovation, one tenant organizer explained how her worldview changed:

I learned a lot. I changed my mind about the place of institutions in my life and my reliance on them, or the idea that they protect me. I don't have that feeling anymore. I learned how powerful a very small group people can be, if they all agree and stick together. It's unbelievably powerful. It's fragile, incredibly fragile, so if you have that coalition, if you've got it, work to keep it.

Turning it Around on Landlords

The landlord strategy of renovation rests on forms of legal, financial, and physical pressure applied on tenants to push them out of their homes. Tenants have found ways to exert their own forms of organized, collective pressure on landlords to stop renovations. These forms of organized, collective pressure have included speaking out publically against renovation in the media and on social media, using poster and flyer campaigns to publicize their fights against renovation in their own neighbourhoods and in other buildings owned by the same landlord, holding protests and other actions targeting their landlords' businesses, and directly confronting their landlords and agents of their landlords at their buildings and homes.

One tenant told us that her tenant committee's media strategy was to use media coverage to put pressure on the landlord by naming him in public:

The first time CP24 came by and asked some of us what was happening at the building, we made sure his name was put out there. The reporter attempted to contact him. He replied to the reporter saying she should be careful of how she portrays his views, be careful what she puts out there. But she still put the story out. That was fun. It was fun to watch him suffer.

In another campaign, local tenants from different buildings supported their neighbours facing renovation by distributing posters and flyers throughout the neighbourhood about their fight. The posters and flyers encouraged tenants in the area to email the landlords to demand a stop to the evictions and included a QR code which linked to a template email anyone could adapt and send. The QR code on the flyers and posters was accessed nearly one thousand times.

Tenants told us they were able to apply pressure on their landlords by targeting the landlord's other, unrelated business interests. In one case, tenants facing renovation were joined by neighbours from other buildings in delivering a demand letter to a restaurant franchise owned by their landlord. The tenants' action got the attention of the franchiser, who did not want any further negative publicity, and pressured the franchisee to withdraw the evictions against his tenants.

We met at Tim Hortons, a whole bunch of us. Must have been 15 people. We went to his restaurant and we had a big sign that said "no eviction". We gave a letter to one of

cashiers to give to the landlord. We took a photo and we put it on Facebook.

Many of the tenants interviewed for this report delivered demand letters to their landlords' personal residences together with their neighbours. This is a reasonable course of action for tenants to take considering that, more often than not, landlords who use the renovation strategy do not provide tenants with their contact information or business addresses. Even in cases where the landlord does provide tenants with contact information, it makes sense that tenants would present themselves at their landlord's home while their landlord tries to displace them from their own homes. A number of tenants expressed that they appreciate the proportionality of these landlord home visits since their landlord or agents have habitually confronted them at theirs.

It is becoming more common for Toronto landlords to characterize tenant organizing as illegal, or even criminal, activity. Landlords have targeted such allegations most frequently, though not exclusively, against Parkdale tenants.⁵⁸ The landlords of several tenants we interviewed have had their legal representatives send either cease and desist letters threatening civil law suits and eviction or issued formal eviction notices against tenant organizers alleging their participation in organizing amounts to "substantial interference" (i.e. N5) and "illegal activity" (i.e. N6) under the *Residential Tenancies Act*. However, when they beat renovation, three Parkdale tenant organizers also beat the N5 and N6 eviction notice issued to them by Evan Johnsen for hanging a banner from their balcony naming the landlord and calling on him to stop the renovations.⁵⁹

Interpreting Tenants' Exhortation to "Know Your Rights"

When we asked tenants what they thought Toronto tenants should know about fighting renovations, many replied "know your rights." This interested us, especially in light of the fact that the majority of the tenants we interviewed beat their renovation through extra-legal means: their landlords withdrew from evicting them without their cases ever going in front of the LTB. If tenants succeeded in beating renovation by organizing and raising the social, financial, and emotional costs for landlords to proceed with their renovation strategy, and therefore, by not relying on a legal strategy to stop renovation, what explains their frequent insistence on the importance of knowing your rights?

After being notified by their landlord that they would have to move out, and before forming an organization at their building to fight the renovation, two tenants from one

building described themselves to be in a state of not knowing their rights:

We needed a stepping stone...we didn't know our rights. We were talking about packing up and trying to find something. I cried that night. I can't believe this is happening. I know the apartment is not mine...it was frustrating.

All of us were in that boat, we didn't fully know our rights... I thought we would have to go to the LTB to fight this. That was the biggest perspective change for me, trusting in institutions, they are not there for us. That was eye opening.

After forming an organization at their building, and waging a more than year-long campaign which succeeded in stopping the renovations, a tenant quoted above offers some insight into how she came to know her rights:

I learned to reach out and just know your rights because honestly, if I didn't know better, if I didn't know what we're capable of, I would have moved elsewhere with three times the rent. Reach out. You have community around you. Reach out to neighbours. Know who you are going up against. Find out who they are. Stick together as a community.

In such contexts, we have to interpret tenants' exhortation to "know your rights" to mean much more than knowledge of Ontario landlord-tenant law. As we saw above, governments and non-profits attribute "illegitimate" evictions to tenants' lack of awareness of their legal rights. When their message to tenants is to "know your rights", they are suggesting that tenants should learn to distinguish between legitimate and illegitimate evictions, while offering nothing to tenants who wish to oppose their landlord's renovation strategy. By contrast, when tenants who have organized and effectively opposed their landlords say other tenants should know their rights, they do not mean rights in the narrow, legal sense. The tenant quoted above explicitly framed "rights" as a function of the development of hers and her fellow tenants' collective capacities. Other tenants we interviewed who urged tenants to "know their rights" expressed similar sentiments. Therefore, we should understand tenants' frequent reference to "rights" to mean tenants' collective practice of asserting control over the spaces they inhabit but do not own as property, against property owners and the legal system which guarantees their private property. Understood in this way, when tenants we interviewed who organized to fight renovation say "know your rights," this is not merely advice to familiarize oneself with landlord-tenant law but a call for tenants to organize against dispossession.

⁵⁸ Shannon Carranco, "Parkdale Tenants Rally Against Goliath Corporate Landlords," *The Hoser*, 2021.

⁵⁹ Parkdale Organize, "Parkdale Tenants Beat Renovation," 2022, parkdaleorganize.ca/2022/04/19/parkdale-tenants-beat-renovation.

We should commend tenants who organize against renoeviction, and the victories of tenants who beat renoeviction are worthy of our admiration. Above all, the examples of self-organization and confrontational, collective action these tenants have set for us should be replicated. However, we wish to impress upon readers that beating renoeviction by no means resolves every question related to the conditions of tenants' housing. Tenants who beat their landlord's first attempt to renoevict them may

well be faced by a second renoeviction. Defeated landlords may decide to sell the building, and a new owner may be even more determined and committed to renoeviction. Even when tenants do get a reprieve from renoeviction, they may still contend with high rents, poor housing conditions, and unresponsive landlords. These conditions will continue to be reproduced for as long as the provision of housing needs is subordinated to rent, profit, and private property.

Conclusion

IN THIS REPORT, we have shown that renoviction is a landlord strategy to permanently displace tenants from their homes by claiming they will renovate units. As a method of increasing landlords' rent revenues on a per unit basis, renoviction relies on economic conditions under which rent gaps are present. In Ontario, renoviction is further encouraged, sanctioned, and enforced by the legal framework of vacancy decontrol and eviction for extensive renovation.

Renoviction is not about landlords repairing aging, inadequately maintained apartment buildings in order to improve the quality of rental housing. Tenants across Toronto are not being renovicted as some by-product of their landlord's simple desire to renovate units to create open-concept apartments, or turn one-bedroom apartments into two-bedroom units, or install in-suite laundry. Displacing tenants, not renovation, is the primary objective. If landlords were sincerely interested in improving the housing conditions of existing tenants, they would work with tenants to repair and upgrade tenants' homes without evicting them.

We have described in detail how landlords who renovict tenants draw from a playbook of legal and extra-legal tactics. We also showed how the success of a landlord's renoviction strategy is far from a forgone conclusion. Tenants have exerted considerable influence on their landlords' plans. When tenants refuse to move out, they immediately begin to alter the way that renoviction plays out. When tenants organize and take collective action, they have beat renoviction altogether.

Since 2019, we have seen tepid responses to the rise of renovictions from the Ontario government and City of Toronto. Provincial and municipal governments have acknowledged renoviction to be a problem, but have done nothing to change the basic conditions which make renoviction possible. In fact, the Ontario government recently weakened legal protections for tenants overall, and for its part, the City of Toronto continues to make headlines for its policy of violently clearing homeless encampments.⁶⁰ So, at the same time as governments have paid lip service to the impact of renoviction on tenants, they have enacted policies which have worsened the conditions of working-class tenants as a whole. Government policies related to renoviction specifically which have recently been enacted or proposed don't hold much promise for tenants.

In 2020, the Ontario government passed bill 184, which amended the *Residential Tenancies Act*.⁶¹ The law increased maximum fines to individuals and corporations found guilty of committing offenses under the *Act*, from \$25,000 to \$50,000 for individuals, and from \$100,000 to \$250,000 for corporations. Now, if the LTB decides that a landlord evicted a tenant for extensive renovations in bad faith, the LTB can order bigger fines.

There are two reasons why increasing fines does not deter landlords from renovicting tenants. First, it is exceedingly rare for the LTB to find that a landlord has evicted a tenant in bad faith and fine them. This is because the onus is on the evicted tenant to file an application against the landlord at the LTB and prove their case at a hearing. As we have seen, the LTB is an uneven playing field where well-resourced landlords have a distinct advantage over working-class tenants who generally lack the time and money needed to bring a legal case forward, let alone hire a lawyer or paralegal to represent them. Second, even when the LTB fines a landlord, they quickly recoup that money through the higher rents they charge on vacated units and, possibly, profit on the sale of the building.

Recall that in the case of 795 College Street, the LTB fined Evan Johnsen and Neil Spiegel \$75,000 only for them to turn around and renovict tenants at 12 Lansdowne Avenue a few years later, despite the maximum fines being raised. Because renoviction is potentially so profitable, doubling fines has not deterred landlords from renovicting tenants.

Bill 184 also required landlords to provide one month's financial compensation to tenants who live in buildings with one to four units that they evict for extensive renovations. At this point it should be clear that landlords being required to pay one month's rent compensation is no deterrent against renoviction.

More recently, the Ontario government announced additional measures they plan to introduce regarding renovictions.⁶² These include once again increasing fines for landlords who violate the *Residential Tenancies Act*, as well formalizing a 60-day period for tenants to assert their right to return and requiring landlords to provide a report from a "qualified individual" that vacant possession is required for the proposed renovations. None of the proposed measures

⁶⁰ Cole Webber, "COVID-19 Hasn't Stopped Ford From Trying to Speed Up Evictions," *Passage*, 2020; Joanna Lavoie, "Toronto Chose 'Speed Over People' in Clearing Homeless Encampments, Ombudsman Says," CP24, 2023.

⁶¹ Government of Ontario, *Protecting Tenants and Strengthening Community Housing Act*, 2020.

⁶² Liam Casey, "Ontario to Beef up Tenant Protections, Prevent Renovictions, Housing Minister Says," *The Canadian Press*, 2023.

fundamentally change the existing requirements on landlords or the legal process for evicting tenants for extensive renovations.

In July 2022, Toronto City Council voted to approve a framework for developing a renovation by-law.⁶³ The proposed by-law would require landlords to obtain a city permit, provide tenants with a copy of the City’s tenant handbook, and post a notice in the common area of the building, “prior to taking steps to obtain vacant possession of a Rental Unit.”⁶⁴ The proposed by-law essentially requires that landlords evict tenants by the book. At most, the City could fine landlords who do not comply with the by-law.

The failure of existing provincial laws to deter renovation suggests that the City’s by-law would also fall short. More importantly, even if the City aggressively enforced a renovation by-law by fining landlords who engage in “illegitimate” evictions, renovations would continue for three reasons. For one, landlords would continue to eat fines as the cost of doing the profitable business of renovating tenants. Second, many landlords would continue to use extra-legal eviction tactics against tenants which would presumably continue to go undetected by the City. The third and most

important reason is that such a by-law would not stop landlords from displacing tenants through the legal eviction process for extensive renovation; a legal process which we have already firmly established to be designed to facilitate the dispossession of tenants’ homes and therefore to be part and parcel of the landlord renovation strategy.

As governments continue to allow and encourage renovation, we believe tenant organizing has the potential to become the most powerful countervailing force against it. Although examples of successful organizing against renovation are still few and far between, the cases we have highlighted in this report are instructive. Organizing is a dynamic process in which working-class people develop their collective capacities. As such, there is likely no single organizing model tenants should rely on. However, the basic principles present in the organizing work of tenants interviewed for this report—self-organization, non-reliance on legal strategies, and direct confrontation with landlords—are straightforward and replicable, and have actually contested the power of landlords. It will be for working-class people to discover and demonstrate how such principles may be applied by greater numbers of tenants at higher scales.

⁶³ City of Toronto, City Council, July 19 2022, PH35.18.

⁶⁴ City of Toronto, *Renoviction Policy*, City Council, July 19 2022, PH35.18, p. 3.

