



A GUIDE FOR ONTARIO TENANTS AND LANDLORDS

Who can enter, when, and under what notice

The Right of Entry

The Ontario Landlord Entry Guide

The Residential Tenancies Act, taught from the ground up:
the rule, the exceptions, and what happens when it's broken.

Explained simply — the way I'd tell a friend.

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What's inside this guide

For tenants who want to know their rights, and landlords who want to exercise theirs correctly. Same law, both sides.

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01



Read this first

Most disputes about a landlord walking into a rental unit come down to the same thing: neither side actually knows what the Residential Tenancies Act says. Tenants assume they have an absolute right to refuse entry. Landlords assume owning the property means they can let themselves in. Both assumptions are wrong, and the actual rule sits in a specific, fairly narrow band between them.

This guide is written for both sides of that door, because it's the same law either way. If you're a tenant, it tells you exactly what's required before someone can come in, and what to do if that's not followed. If you're a landlord, it tells you exactly how to enter lawfully, and where the line sits that turns a legitimate visit into an illegal entry.

HOW TO USE THIS GUIDE

Sections 02 through 04 cover the core rule. Section 05 is specifically for real estate transactions, showing a tenanted property to a buyer follows its own provision in the Act. Sections 08 and 09 cover consequences on both sides, and section 11 is a practical before-you-act checklist either party can use.

IMPORTANT

I'm a realtor, not a paralegal or lawyer. This is general education on Ontario's Residential Tenancies Act, not legal advice. If you're in an active dispute, the Landlord and Tenant Board and a licensed paralegal are the right next step, not this guide.

IF YOU REMEMBER NOTHING ELSE**The 3 things that matter most**

Outside of an emergency or the tenant's in-the-moment consent, a landlord needs written notice, at least 24 hours ahead, stating the reason, the day, and a time between 8 a.m. and 8 p.m.



The Landlord and Tenant Board enforces the 24 hour rule to the hour. Cases have found entry illegal over a gap of just a few hours, or a notice for the wrong date.



This cuts both ways. A tenant who unreasonably refuses lawful, properly noticed entry can face consequences too, up to termination of the tenancy.

02



The idea behind the rule

Before the specific rules, it helps to see the actual tension the Residential Tenancies Act is resolving, because every rule that follows is a direct answer to it.

IN SIMPLE WORDS

A landlord owns the property. A tenant, for the length of their tenancy, has a legal right to what the law calls "quiet enjoyment", the right to live in the unit without unreasonable interference, including from the person who owns it. Entry rules exist to let both of those true things coexist: the landlord still has legitimate reasons to access the unit, repairs, inspections, showings, but the tenant's home doesn't stop being their home just because someone else holds the deed.

This is why the rule isn't "never" and isn't "anytime." It's a specific, structured compromise: defined reasons, defined notice, a defined time window, and a small number of genuine exceptions. Understanding that this is a balance, not a one-sided restriction on either party, makes the specific rules in the following sections much easier to reason through when a situation doesn't fit neatly into an example.

03



The general rule

Section 27 of the Residential Tenancies Act, 2006 sets out the default rule that almost every entry situation falls under.

IN SIMPLE WORDS

For any of the reasons listed in section 04, a landlord may enter a rental unit only with written notice given to the tenant at least 24 hours before the time of entry. That notice has to specify the reason for entry, the day of entry, and a time of entry between 8 a.m. and 8 p.m.

-  **In writing.** A verbal heads-up, a text the tenant may not see, or a note that only states "maintenance" without specifics doesn't satisfy the requirement on its own. The notice has to actually contain the required information.
-  **At least 24 hours ahead.** Not "about a day." The Landlord and Tenant Board applies this literally, entry with 20 hours notice instead of 24 has been found to be illegal entry in real cases, even though the gap looks small.
-  **Between 8 a.m. and 8 p.m.** Even with valid notice and a valid reason, entry has to fall inside this window. A notice proposing 7 a.m. or 9 p.m. doesn't meet the requirement.

The tenant doesn't need to be home. Once valid notice has been given for a valid reason, a landlord can enter in the tenant's absence.

04



The five reasons a landlord can enter with notice

The Act doesn't give a landlord open-ended discretion to enter for "whatever reason." Section 27 lists specific, defined reasons that qualify, and a notice has to actually correspond to one of them.

-  **1. Repairs or work.** To carry out a repair, replacement, or other work in the rental unit.
-  **2. A mortgagee or insurer viewing.** To allow a potential mortgagee or insurer of the building to view the unit, relevant when the landlord is refinancing or insuring the property.
-  **3. A condo-required professional inspection.** To allow a licensed engineer, architect, or other qualified person to inspect the unit to satisfy a requirement under the Condominium Act, 1998.
-  **4. A state-of-repair inspection.** To inspect the unit to determine whether it's in good repair, fit for habitation, and meets health, safety, and maintenance standards, provided it's reasonable to do so.
-  **5. Any other reasonable reason, if it's written into the lease.** The Act allows a fifth catch-all category, but only if that specific reason for entry was actually specified in the tenancy agreement itself. A reason invented after the fact doesn't qualify under this category.

INSIDER TIP

If you're a landlord and there's a recurring reason you expect to need access, seasonal HVAC servicing, for example, put it in the lease at signing. That's what unlocks category five. You can't add a new blanket reason mid-tenancy just by deciding it's reasonable.

05



Showing a tenanted property to buyers

This is the provision real estate agents deal with constantly, and it's worth its own section: selling a tenanted property doesn't suspend the tenant's rights, and it doesn't work like showing a vacant listing.

IN SIMPLE WORDS

Section 27(2) of the Act specifically allows a landlord, or a real estate salesperson or broker acting with the landlord's written authorization, to enter a rental unit to show it to a potential purchaser. The same rules apply as any other entry: written notice, at least 24 hours ahead, a specified day and time between 8 a.m. and 8 p.m.



Written authorization matters. An agent showing a tenanted unit needs the landlord's written authorization to rely on this provision, it isn't automatic just because the agent has a listing agreement for the property.



Same notice rule, every showing. There's no shortcut for open houses or multiple showings, each entry still needs its own 24 hour written notice specifying the day and time, which makes advance scheduling essential when a listing is getting real interest.



The tenant's cooperation isn't guaranteed. A tenant can't be forced to tidy the unit or be present for a showing, and refusing entry to a properly noticed, lawful showing is treated the same as refusing any other lawful entry, see section 09.

A "for sale" sign in the window doesn't change a single one of the tenant's rights under the Act. The notice rule applies exactly the same to a showing as it does to a plumber.

06



When notice isn't required

There are exactly two situations where a landlord can enter without the 24 hour written notice described in sections 03 and 04. It's a much shorter list than most people assume.



1. A genuine emergency. Something requiring immediate action to prevent harm or serious damage, an active fire, a major water leak flooding the unit, a suspected gas leak. Waiting 24 hours in a true emergency defeats the purpose of entering at all.



2. The tenant consents at the time. A tenant can voluntarily let a landlord in on the spot, no notice required, because the tenant is the one whose right the notice period protects, and they're free to waive it for that specific visit.

WHAT'S NOT ON THIS LIST

Being the landlord isn't an exception. Having previously entered without issue isn't an exception. A superintendent having a key isn't an exception. "It'll only take a minute" isn't an exception. Unless it's a genuine emergency or the tenant agrees in the moment, the section 03 notice rule applies, regardless of who's knocking or how routine the visit feels to them.

07



What a valid notice actually has to say

A notice that's technically "in writing" can still fail to meet the legal standard if it's missing what the Act actually requires it to contain.



The reason for entry, specific enough to match one of the five categories in section 04, "maintenance" alone is thinner than "replacing the furnace filter and inspecting the HVAC unit."



The day of entry, a specific date, not a range like "sometime next week."



A time of entry between 8 a.m. and 8 p.m., a specific time or a clearly bounded window inside those hours, not "daytime" or "afternoon."

There's no single mandated form the notice has to take, a letter, an email, or a text can all work, provided the tenant would actually receive and see it with enough lead time, and it contains all three elements above. What matters is substance, not format.

INSIDER TIP

Landlords: keep a copy of every entry notice you send, with the date it was sent. If entry is ever disputed, the Landlord and Tenant Board looks closely at whether notice was actually given, in writing, with the required content, and with a real 24 hours between the notice and the entry. A paper trail is the entire defence.

08



When a landlord enters illegally

Entering without proper notice, for a reason not on the list, or outside the 8 a.m. to 8 p.m. window is illegal entry, and the Landlord and Tenant Board treats it as a real, enforceable breach, not a technicality.

HOW STRICTLY THIS GETS ENFORCED

The Board applies the 24 hour rule literally. In one real case, a landlord who gave only 20 hours notice, four hours short, for a plumber's visit was found to have entered illegally, and was ordered to reimburse the tenant's filing fee. In another, a landlord sent notice for one date but the visit actually happened the next day, and that mismatch alone was enough for the Board to rule the entry illegal and order compensation. Close isn't compliant.



A tenant can apply to the Board for a remedy, which can include an order for compensation, an order restricting future entries, or other relief depending on the pattern and severity.



Serious or repeated violations can lead to administrative penalties well beyond a single compensation order, the Board has authority to impose significant fines in serious cases.

Illegal entry doesn't require malice. A landlord who genuinely believed they were following the rules, but got the notice period or the reason wrong, is still found to have entered illegally if the notice didn't actually meet the standard.

09



When a tenant unreasonably refuses entry

This is the part of the law tenants hear about less often, because most guides are written from the tenant's side. The right to quiet enjoyment protects against unreasonable interference. It isn't a right to block every lawful visit.

IN SIMPLE WORDS

Once a landlord has given proper notice for a valid reason, at a time within the legal window, a tenant is expected to allow that entry. Refusing it isn't a neutral act, it can be treated as substantially interfering with the landlord's lawful rights, and repeated or serious refusals have led the Board to terminate tenancies in real cases.

This cuts in both directions on purpose. The notice and reason requirements exist to make sure entry is legitimate before it happens, not to give either side unlimited leverage afterward. A tenant who's unsure whether a specific notice actually meets the legal standard, wrong reason, short notice, odd hours, has real grounds to raise that. A tenant who simply doesn't want to be inconvenienced by a fully compliant, properly noticed visit does not.

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Special situations

A handful of common scenarios don't fit neatly into "landlord visits tenant's unit," and each has its own wrinkle worth knowing.

Contractors and third parties

The notice requirement applies regardless of who's physically doing the entering, a landlord sending a contractor, superintendent, or property manager still needs the same written notice for the same qualifying reason. The person at the door doesn't change the underlying rule.

Common areas vs. the rental unit

Section 27's notice requirements govern entry into the rental unit itself. A landlord generally retains more freedom to access shared common areas of a building, hallways, laundry rooms, shared mechanical rooms, without the same tenant-specific notice, since those spaces aren't part of what the tenant exclusively occupies.

Multi-unit buildings and supers with keys

A superintendent or property manager holding a key doesn't change the notice requirement, key access is a practical convenience for lawful entries, not a substitute for giving proper notice before using it.

Vacant possession and closing on a tenanted property

WHY THIS MATTERS IF YOU'RE BUYING A TENANTED PROPERTY

If you're purchasing a property with an existing tenant, that tenancy generally continues after closing, you step into the landlord's role, including all the same entry rules described in this guide. A seller can't promise a buyer unrestricted access before closing any more than any other landlord could, and a buyer expecting vacant possession needs that addressed explicitly in the agreement of purchase and sale, not assumed.

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A practical checklist for both sides

Run through this before a notice goes out, or before you decide whether to raise an objection to one.

If you're the landlord (or the agent showing the unit)

- ✓ Confirm the reason for entry actually matches one of the five categories in section 04.
- ✓ Put the notice in writing, with the specific reason, day, and a time between 8 a.m. and 8 p.m.
- ✓ Send it at least 24 full hours before the proposed entry time, and keep a copy with the date sent.
- ✓ If you're an agent, confirm you have the landlord's written authorization to show the unit under section 27(2).

If you're the tenant

- ✓ Check that the notice is actually in writing, not just a verbal mention.
- ✓ Check that it states a specific reason, day, and time inside 8 a.m. to 8 p.m.
- ✓ Confirm you received it at least 24 hours before the proposed time.
- ✓ If all of that checks out, plan to allow entry, refusing a compliant notice carries real risk. If something's missing, raise it in writing before the proposed time, not after.

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Glossary

Every term in this guide that can sound intimidating, in everyday language.

Residential Tenancies Act, 2006 (RTA)

The Ontario law governing the relationship between residential landlords and tenants, including entry rules.

Landlord and Tenant Board (LTB)

The tribunal that resolves disputes between landlords and tenants under the RTA.

Quiet enjoyment

A tenant's legal right to use and enjoy their rental unit without unreasonable interference, including from the landlord.

Section 27

The specific provision of the RTA that sets out when and how a landlord may enter a rental unit with notice.

Mortgagee

A lender holding a mortgage on the property, one of the parties who may be shown the unit under section 27.

State of repair inspection

An inspection to confirm a unit is safe, habitable, and meets maintenance standards, one of the five permitted reasons for notice-based entry.

Purchaser viewing (s.27(2))

The specific provision allowing a landlord or their authorized real estate agent to show a tenanted unit to a potential buyer, with the same notice rules as any other entry.

Illegal entry

Entry that doesn't meet the notice, reason, or timing requirements of section 27, and isn't covered by the emergency or consent exceptions.

Substantial interference

The legal standard the Board applies when a tenant's refusal of lawful entry is serious or repeated enough to justify a remedy against the tenant.

Vacant possession

Ownership of a property free of any existing tenancy, something a buyer must confirm explicitly rather than assume when purchasing a tenanted property.

The same rule protects a tenant's home
and a landlord's legitimate right to manage their property.

Buying a tenanted property, or need to show one?

Send me your questions, happy to point you in the right direction. Reach out on Instagram
[@jayp.realestate](https://www.instagram.com/jayp.realestate).

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This guide is general education on Ontario's Residential Tenancies Act and is not legal advice. Individual situations vary. For an active dispute, contact the Landlord and Tenant Board or a licensed paralegal.