

May 13, 2025

Ombudsman Toronto

Report

An Investigation into the City's Response to a
Vital Services Outage in a Multi-Tenant Home



Ombudsman
Toronto

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At Ombudsman Toronto, we have a responsibility to uphold and ensure fairness in our local government. We understand that this must be done with a respectful and culturally responsive approach, and we commit to ongoing learning, unlearning, engagement, and relationship-building in order to do so.

Land Acknowledgement

Ombudsman Toronto acknowledges that we are on the traditional territory of many nations, including the Mississaugas of the Credit, the Anishinaabeg, the Chippewa, the Haudenosaunee and the Wendat peoples, and that this land is now home to many diverse First Nations, Inuit, and Métis peoples. We also acknowledge that Toronto is covered by Treaty 13 signed with the Mississaugas of the Credit, and the Williams Treaties signed with multiple Mississaugas and Chippewa bands. We are here because this land has been colonized, and we recognize the ongoing harm done to Indigenous communities by this colonial system, including the effects of broken treaty covenants.

African Ancestral Acknowledgement

Ombudsman Toronto is committed to continually acting in support of and in solidarity with Black communities seeking freedom and reparative justice in light of the history and ongoing legacy of slavery that continues to impact Black communities in Canada. As part of this commitment, we would also like to acknowledge that not all people came to these lands as migrants and settlers. Specifically, we wish to acknowledge those of us who came here involuntarily, particularly those brought to these lands as a result of the Trans-Atlantic Slave Trade and Slavery. We pay tribute to those ancestors of African origin and descent.

Note from the Ombudsman

This investigation was led by the Housing Unit and involved efforts of many staff. This included primary investigative work by Brendan Jowett, Investigator, with additional support from Clara Matheson, Investigator. It also involved the work of Luke Brown, Ombudsman Investigations Counsel, as well as research, policy, communications, and operations staff.

Table of Contents

Land Acknowledgement.....	i
African Ancestral Acknowledgement.....	ii
Note from the Ombudsman	iii
Table of Contents.....	iv
Executive Summary.....	1
What We Did.....	2
What We Found	3
Our Recommendations.....	5
The City’s Response.....	6
Ombudsman Toronto Follow-Up	6
Background	8
About Ombudsman Toronto and Our Investigation.....	11
Ombudsman Toronto and the Housing Unit.....	11
Administrative Fairness and Housing as a Human Right.....	11
Methodology.....	13
The Tenants and the City.....	16
Affected Residents.....	16
Municipal Licensing & Standards	17
Housing Secretariat	18
Legislative and Policy Framework.....	20
Toronto Housing Charter and the HousingTO Action Plan	20
Toronto Municipal Code: Property Standards, Vital Services, and Heat Bylaws.....	21
MLS Policies and Standard Operating Procedures	23
Facts... ..	26
Fire at the Building.....	26
TFS Inspection.....	27
Tenants Living Without Vital Services.....	28
Tenants Call the City.....	29

Findings	59
Administrative Fairness Issues.....	59
Procedural Fairness	60
Substantive Fairness.....	64
Toronto’s Housing Charter and the Right to Housing.....	76
Conclusion	92
Recommendations.....	95
Revising MLS’ Policies and SOPs	95
Developing a Process for Responding to Vital Service Requests.....	95
Improving MLS Training and Supervision	96
Developing Eviction Prevention in the Community Program (EPIC) Policies	97
EPIC Training and Supervision	98
Improving the City’s Response to Multi-Tenant Home Closures.....	98
The City’s Response to Our Recommendations	99
Ombudsman Toronto Follow-Up	99
Appendix A: Housing Rights Framework.....	101
The Human Right to Adequate Housing	101
A Human Rights-Based Approach to Housing Investigations and Reviews.....	102
Appendix B: TFS Inspection File Review	106
Appendix C: City Manager’s Response.....	108

Executive Summary

Executive Summary

After a fire broke out in a multi-tenant home (commonly known as a “rooming house”) in September 2023, utility providers shut off natural gas and some of the electricity to the building. None of the tenants had heat or hot water, and tenants on one floor had no power. After living without vital services for one week, the tenants called the City for help in getting their vital services restored.

Multi-tenant homes are an essential source of deeply affordable housing in Toronto for those who need it most, including members of the most vulnerable groups in the city. The City has adopted a new framework which allows multi-tenant homes throughout Toronto, creates additional safety requirements for multi-tenant homes, and requires owners to apply for a licence to operate a multi-tenant home. This framework was not in effect at the time of the fire, and this investigation did not consider the City’s approach to zoning enforcement.

The tenants in this case were at high risk of housing insecurity because they had few housing alternatives. They had low incomes, working low wage jobs or relying on social assistance. Almost all the tenants were newcomers. Several of them were people with disabilities. One tenant was seven months pregnant. All the tenants were Black.

The City of Toronto has a range of bylaws requiring landlords to provide basic living conditions for their tenants, including property standards, heat, and vital services such as gas, electricity, and hot and cold water. The City’s Municipal Licensing & Standards Division (“MLS”) is responsible for administering and enforcing property standards, vital services, and heating bylaws (collectively, “the vital services bylaws”).

In this situation, MLS had the power to push the landlord to take action and restore the vital services.

Instead, MLS delayed visiting the property for more than two weeks after the tenants made their first requests for help. When MLS did visit, it did not collect evidence, interview witnesses, or document any inspection of the property. It did not verify important information, such as who had ordered the cutoff of vital services and the reason why. MLS never determined whether the landlord was in violation of the City’s vital services bylaws, and never issued an order for the landlord to restore the vital services. MLS never considered using its own power to restore the vital services itself.

Tenants, with the support of a volunteer-run local tenants' union,¹ continued to call the City through the fall and winter of 2023-24, hoping it would take action. The City did not. When the tenants' union, and later MLS, sought housing supports from the City's Eviction Prevention in the Community ("EPIC") program, EPIC declined to help the tenants. In addition, EPIC took more than a month to respond to MLS' request for help.

The tenants struggled as the weather grew colder and the vital services remained shut off. Tenants slept in their winter jackets, under multiple blankets. They put on cold clothes in the morning. Mildew grew in the building and on the tenants' belongings. The tenants who still had power had to boil water to bathe. Those without power had no refrigerator, stove, or lights. They relied on friends, family, and local businesses to bathe, eat, charge cell phones and laptops, and warm up. As the tenants languished inside, the landlord shut off the water to the building entirely, worried that the pipes were going to freeze.

Throughout this time, MLS took no action to enforce the City's vital services bylaws. Unable to tolerate their deteriorating living conditions, ten of the eleven tenants moved out. The experience had affected their physical and mental health and resulted in a loss of dignity. Most of them moved into homes with higher rents and weaker tenancy protections. One of the tenants remained in the building through the winter, without heat or running water. The vital services outage lasted for six months.

What We Did

On June 5, 2024, as a result of the tenants' union bringing this issue to the attention of my office, we launched an investigation into the City's response to the tenants' requests for the City to help restore the heat, water and electricity in their building. The investigation was led by my office's Housing Unit, under the direction of the Deputy Ombudsman, Housing.

My investigation considered:

- The adequacy of the City's investigation into the loss of vital services;
- Whether the City's response was consistent with its bylaws, policies and procedures;

¹ A tenants' union is a group of organized tenants who work collectively to improve their living conditions and advocate for their rights.

- The City's communication with affected tenants and their representatives; and
- Whether the City's response was consistent with the Toronto Housing Charter and a human rights-based approach to housing.

During our investigation, we learned that the Housing Secretariat, through its EPIC program, had also declined to help the tenants, after being contacted by the tenants' union and MLS staff. Based on this information, we expanded the scope of our investigation to consider:

- Whether EPIC's decision not to help the tenants was fair; and
- Whether EPIC's decision was consistent with the Toronto Housing Charter and a human rights-based approach to housing.

Ombudsman Toronto investigators interviewed 28 witnesses, including tenants, members of the tenants' union, the landlord, utility providers and City staff. We reviewed about 100 emails, over 1700 pages of documents provided by four City divisions, including Toronto Fire Services ("TFS") and Toronto Emergency Management ("TEM"), as well as Toronto Hydro, Enbridge Gas, and over 300 pages provided by tenant advocates and the landlord.

What We Found

Ombudsman Toronto found that MLS carried out a flawed investigation of the tenants' service requests, failing to follow many of its own policies and procedures. MLS should have visited the building within 48 hours of receiving the tenants' requests but waited more than two weeks instead. It did not follow its procedures for collecting or documenting evidence. It did not verify or pursue critical information, such as who had shut off the vital services, why they were shut off, and what was needed to restore them. It failed to fulfill its primary purpose, which was to determine if the landlord was in violation of the vital service bylaws.

MLS staff were not properly trained in the vital services bylaws, some of the relevant procedures, or the Toronto Housing Charter. Additionally, they were not adequately supervised. We also found that MLS did not have procedures for responding to the shutoff of vital services, either those ordered by utility providers or those required for building repairs to be done.

Throughout this file, we found that MLS acted arbitrarily and showed a clear reluctance to enforce the vital services bylaws. Even before MLS visited the building, it had determined it would not take action on the tenants' service requests. It did not collect,

and ignored, relevant evidence, while placing significantly more weight on the landlord's circumstances. It did not clearly document or communicate its decisions, or the reasons for its decisions. Almost every action and omission throughout this investigation worked to the benefit of the landlord and to the detriment of the tenants.

We also found that the EPIC program within the City's Housing Secretariat lacked clear policies and procedures for its delivery of emergency housing services. EPIC's main policy document does not set out discretion for EPIC staff to be able to help households that do not fall strictly within its eviction prevention mandate. There is no written policy or process to guide EPIC's delivery of emergency assistance to tenants facing displacement. Further, EPIC took over a month to respond to MLS' request for help, a delay we found to be unreasonable.

My office also looked at whether MLS and the Housing Secretariat's handling of this case was consistent with the City's commitment to progressively realize the human right to housing. To answer this question, we applied our Housing Rights Framework, which is a tool that helps us assess whether the City's actions are consistent with its commitments under the Toronto Housing Charter.²

We found the City's actions were inconsistent with its commitments in the Toronto Housing Charter to progressively realize the right to adequate housing.

The Toronto Housing Charter applied in this situation because the tenants were living in unsafe and uninhabitable conditions and MLS did not enforce the bylaws that are intended to ensure the adequacy of housing. MLS' decisions also had a significant impact on the tenants' housing, but the tenants were left out of MLS' decision-making process.

The City's actions were not consistent with its commitment to progressively realize the right to adequate housing. Human rights impacts were not the primary consideration for MLS staff, and it did not use all appropriate means to fulfil the tenants' right to adequate housing, such as using the City's power to enforce the bylaws or to do the repairs itself. MLS did not prioritize those in greatest need by considering the tenants' state of acute housing precarity, or their circumstances as members of marginalized groups. MLS did not promote meaningful engagement with the tenants because it did not consider the tenants' evidence, or the impacts they were suffering from the vital services outage.

² More detail on how we interpret and apply the right to housing can be found in Appendix A: Housing Rights Framework.

We found that the Toronto Housing Charter applied to EPIC's refusal to help the tenants because EPIC staff were aware that the tenants were living in unsafe, uninhabitable conditions, and were at risk of displacement.

EPIC staff did not believe they had the discretion to serve the tenants in the first place, and did not consider the impact of this decision on their human rights. That meant EPIC did not use the maximum available resources to help the tenants. We also found that the Housing Secretariat did not use all appropriate means to realize the tenants' right to adequate housing, in part because it had not developed recommendations for supporting multi-tenant home tenants in the event of emergency relocations and/or unit closures as previously directed by City Council.

Our Recommendations

I made 27 recommendations in this report. My recommendations will help MLS improve its policies and procedures, its training and supervision of staff, and its response to vital service outages. As for EPIC, the recommendations will clarify its programs and improve its service standards. My recommendations will also help MLS and the Housing Secretariat better advance the City's commitment to the progressive realization of the right to adequate housing.

My recommendations include a call for MLS to:

- Review its policies and procedures on the enforcement of rental housing standards and consider their impacts on the right to adequate housing, including the preservation of affordable housing under the HousingTO Action Plan;
- Develop a process for responding to vital service outages that are ordered by utility providers, or are necessary for an owner to complete repairs;
- Improve its processes for supervising its bylaw officers, including developing case closure checklists, making better use of reports in the case management system, implementing a process for conducting monthly one-on-one check-ins with bylaw officers, ensuring adequate training on the vital services bylaws and relevant procedures, and ensuring training on the human right to adequate housing; and
- Develop guidelines for when decisions should be communicated to complainants in writing.

I also made recommendations for the Housing Secretariat to:

- Develop policies and procedures that spell out EPIC's support services for emergency housing;
- Develop guidelines on exercising discretion in the delivery of EPIC services;
- Establish service standards for EPIC's response times;
- Ensure that EPIC staff are trained on the right to adequate housing; and
- In consultation with MLS, provide recommendations to Council to support multi-tenant home tenants in the event of unexpected closures.

The City's Response

In response to our report, the City administration says that it accepts our recommendations and is committed to working inter-divisionally to support their implementation.

Ombudsman Toronto Follow-Up

The City will update our office on the status of its implementation of our recommendations by November 1, 2025, and then quarterly thereafter. Ombudsman Toronto will follow up until we are satisfied that the City has implemented our recommendations.

Background

“Imagine waking up to go and make a hustle in the morning and you have nowhere to shower, you have to go like that... It was uncomfortable for me... you’re on the bus and you know you’re not smelling right. It wasn’t nice at all.”

Tenant

Background

1. The City of Toronto plays an important role in ensuring that rental housing is safe, secure, and habitable. City Council has passed a range of bylaws requiring landlords to provide for basic living conditions, including property standards, heat, and vital services such as gas, hydro, and hot and cold water. When tenants find themselves living without these basic necessities, they often turn to the City to have landlords restore these vital services.
2. After a September 2023 fire in a multi-tenant home (commonly known as a “rooming house”), utility providers shut off natural gas and some electrical services to the building. None of the tenants had heat or hot water, and tenants on one floor had no power. Some of them called the City to report the vital services outage. The City took little action to have vital services restored, or to support the tenants while they lived without basic necessities.
3. Tenants, with the support of a volunteer-run local tenants’ union,³ continued to call the City through the fall and winter, hoping that the City would take action, but it did not. When the tenants sought housing supports from the City’s eviction prevention program, they were denied service. Ten of the 11 tenants living in the building eventually moved out due to the vital services outage. The last remaining tenant kept living in the building for six months, through the winter, without heat or hot water. For three months he had no running water at all.
4. I launched an investigation into the City’s handling of this vital services outage after the tenants’ union brought it to my office’s attention. The investigation was led by my office’s Housing Unit, under the direction of the Deputy Ombudsman, Housing.

³ A tenants’ union is a group of organized tenants who work collectively to improve their living conditions and advocate for their rights.

5. Through the adoption of the Toronto Housing Charter, the City has committed to progressively realize the human right to adequate housing, recognizing that all people have a right to a home that is safe, secure, and affordable, and to participate, without discrimination, in decisions and policies that affect their housing.
6. The City plays a direct role in upholding the basic standards of adequate housing and preserving existing affordable housing stock. The City's responsibility is even greater when it is serving people from vulnerable or historically marginalized communities, who make up a large portion of multi-tenant home residents. The City's response to this vital services outage raised serious questions for me about whether it was living up to its duty to treat residents fairly, and its commitments under the Toronto Housing Charter.

About Ombudsman Toronto and Our Investigation

“Going through that during the wintertime was hard...it was tough...You have to live in the cold, you basically sleep in the cold, and then you get ready to go outside in the cold to work...because my job was... working outside. So that was getting to me, that was really getting to me...I consider like I was homeless...even though I was in a building, but I was basically living in a staircase.”

Tenant

About Ombudsman Toronto and Our Investigation

Ombudsman Toronto and the Housing Unit

7. Ombudsman Toronto is an independent and impartial accountability office with the authority to review and investigate complaints about the administration of the City of Toronto, its divisions, agencies, boards, and corporations.
8. Our office has worked to ensure accountability and fairness in housing matters since it opened its doors to the public in 2009. In July 2022, City Council requested the Ombudsman consider the resources and structure required to create a dedicated Deputy Ombudsman, Housing. I agreed and appointed a Deputy Ombudsman, Housing, in August 2023.
9. The Housing Unit has a focused mandate to assess the implementation of the City's housing plans through a human rights lens. With this new unit, we are focused not only on the fairness of the City's actions, but also on the City's efforts to advance the progressive realization of the human right to adequate housing for all residents. As part of our work, the Housing Unit carries out systemic investigations, systems reviews, makes recommendations to help the City fulfil its housing rights obligations, and advocates at a systems level for the right to adequate housing.

Administrative Fairness and Housing as a Human Right

10. Before the Housing Unit was established, my investigations focused on administrative fairness, which ensures decisions are arrived at fairly. The concept is based on the recognition of natural justice and procedural fairness.

Examples of administrative unfairness include:

- unreasonable delay;
- incorrect action or failure to take any action;
- failure to follow established policies and procedures;

- failure to provide adequate information;
 - misleading or inaccurate statements; and
 - inappropriate or incorrect application of policy, procedure, or practice.
11. In this investigation, I also looked at the City's actions through the lens of the human right to adequate housing. In 2019, the City of Toronto updated its Housing Charter to guide its decision-making, policy development, resource allocation, and service delivery on housing. The Toronto Housing Charter adopts a human rights-based approach to housing based on key principles, including that all residents have a right to:
- a safe, secure, and affordable home;
 - housing that is maintained in a state of good repair;
 - housing that is accessible;
 - housing that is culturally appropriate;
 - a home that is part of a complete community with equitable access to a range of opportunities;
 - an equal stake and voice in decisions and policies affecting their communities and their housing; and
 - equal treatment with respect to housing, without discrimination, including based on homelessness or housing status.
12. We looked at whether the City's actions were consistent with its Toronto Housing Charter commitments and the principles of administrative fairness.⁴

⁴ More detail on how we interpret and apply the right to housing can be found in Appendix A: Housing Rights Framework.

Methodology

Scope

13. The investigation focused on MLS' response after tenants began to call 311 on September 12, 2023, to report the vital services outage in their building, until the vital services were restored on March 18, 2024.
14. MLS is tasked with enforcing municipal property standards, vital services, and heat bylaws. We considered:
 - the adequacy of the City's investigation into the vital services outage;
 - whether the City's response was consistent with its bylaws, policies and procedures;
 - the City's communication with affected tenants and their representatives; and
 - whether the City's response was consistent with the Toronto Housing Charter and a human rights-based approach to housing.
15. In the course of this investigation, we learned that another City division, the Housing Secretariat, was contacted by both tenant advocates and City staff seeking support for the tenants during the vital services outage. The Housing Secretariat, through its Eviction Prevention in the Community Program ("EPIC") declined to provide service. Based on this information, we expanded the scope of our investigation to consider whether the City's decision not to assist the tenants was fair, and whether it was consistent with the Toronto Housing Charter and a human rights-based approach to housing.

Documents and Interviews

16. During this investigation, we:
 - reviewed about 100 emails, and over 1700 pages of documents provided by four City divisions (MLS, the Housing Secretariat, Toronto Fire Services ("TFS") and Toronto Emergency Management ("TEM")) as well as Toronto Hydro and Enbridge Gas;

- reviewed over 300 pages of documents provided by both tenant advocates and the landlord;
- interviewed 28 witnesses including City staff, management, seven out of 11 tenants, tenant advocates, the landlord and utility providers; and
- conducted legal and policy research.

The Tenants and the City

“I thought 311 would be a boom-and-help-me-out thing, and it didn’t work out like that...I had no option. It’s not going to work out. Let’s get out of here, and that’s what I did...”

Tenant

The Tenants and the City

Affected Residents

17. Multi-tenant homes are a critical part of the City's affordable housing stock. In a multi-tenant home, tenants rent their own private rooms but share facilities such as a kitchen and/or bathroom. This setup helps to lower rents, making these homes more accessible to people with low incomes, many of whom come from socially disadvantaged groups. Given Toronto's high market rents and high cost of living, as well as its long social housing waitlist, multi-tenant homes are some of the most affordable housing within the private market.
18. Our investigators spoke to seven of the 11 tenants who were living in the building at the time of the fire. One tenant declined to speak to us. Some of the tenants were single people, while others lived as a couple or family. One of the tenants was almost seven months pregnant at the time of the fire.
19. All the tenants were members of various intersecting marginalized groups that are disproportionately vulnerable to homelessness and precarious housing. All the tenants in the building were Black people, living on limited incomes, either working in low-wage jobs or receiving social assistance. Most of the tenants were born outside of Canada. Some of the tenants were people living with disabilities.
20. The City recognizes that tenants living in multi-tenant homes are often vulnerable people, people living in poverty, and members of socially disadvantaged groups.⁵

⁵ See for example: City of Toronto. PH6.1 Report for Action, May 21, 2019. "Final Recommendation Report: Official Plan Amendment – Policies to Address the Loss of Dwelling Rooms," p. 2. <https://www.toronto.ca/legdocs/mmis/2019/ph/bgrd/backgroundfile-133413.pdf>. Accessed April 23, 2025.

Municipal Licensing & Standards

21. MLS is responsible for administering and enforcing the City's property standards, vital services, and heating bylaws.
22. MLS' enforcement work is carried out by bylaw officers.
23. In 2023, MLS created the Multi-Tenant Housing Team ("MTH Team") to license and enforce a new regulatory framework for multi-tenant homes across the city. The new framework allows multi-tenant homes throughout the city, creates additional safety and inspection requirements for multi-tenant homes, and requires owners to apply for a licence to operate a multi-tenant home. This framework came into effect on March 31, 2024, more than six months after the fire.
24. The MTH Team is responsible for all bylaw enforcement relating to multi-tenant homes, including property standards, heat, and vital services issues. The incident under investigation by Ombudsman Toronto was handled primarily by the MTH Team.
25. In September 2023, at the time of the fire, the MTH Team had approximately four bylaw officers on its staff. In the months that followed, the MTH Team hired approximately 23 more bylaw officers. MLS told us that the MTH Team continues to implement its approach to bylaw enforcement in multi-tenant homes, using education and awareness for multi-tenant home operators and tenants, coordination with other City divisions, and additional resources for operators, to prevent the loss of this affordable housing supply.
26. Bylaw officers report directly to their supervisor, who in turn reports to a manager. The manager reports to a director. An executive director oversees the entire division.

Housing Secretariat

27. The Housing Secretariat is the City division responsible for creating and maintaining affordable housing, as well as developing and administering affordable housing programs. It is also responsible for implementing the HousingTO 2020-2030 Action Plan (the “HousingTO Action Plan”), the City’s blueprint for moving towards the realization of the human right to adequate housing.
28. A “key strategic action” of the HousingTO Action Plan is to “Prevent Homelessness and Improve Pathways to Housing Stability.”⁶ To achieve this goal, the City has created the Eviction Prevention in the Community (“EPIC”) program that provides direct supports to tenants at risk of losing their housing.
29. EPIC is one of the City’s key supports for tenants at risk of eviction. Its decisions can make the difference, for example, between a person being able to pay off their rent arrears to keep their home or getting evicted through the Landlord and Tenant Board.
30. EPIC’s case management support services help tenants address various issues that put them at serious risk of eviction. One way that EPIC receives referrals for these case management services is through TEM’s emergency response protocol for people who are facing displacement from their housing in emergency circumstances.
31. EPIC has a staff of approximately 30 people, and partnerships with seven community-based agencies which deliver services across the city. EPIC is directly overseen by a manager, and falls under the Housing Stability Services portfolio, which is overseen by a director. The director of Housing Stability Services reports to the executive director of the Housing Secretariat.

⁶ City of Toronto. HousingTO 2020-2030 Action Plan, Toronto Housing Charter – Opportunity for All. <https://www.toronto.ca/wp-content/uploads/2022/02/948f-Toronto-Housing-Charter-2020.pdf>, pp. 31-40. Accessed April 22, 2025.

Legislative and Policy Framework

Legislative and Policy Framework

32. What follows are some of the key laws and policies that we examined in deciding whether the City's actions were fair and consistent with its human rights obligations.

Toronto Housing Charter and the HousingTO Action Plan

33. The Toronto Housing Charter, part of the HousingTO Action Plan, establishes a human rights-based approach to housing efforts at the City. The Toronto Housing Charter affirms the human right to adequate housing. The right to adequate housing has three general components as outlined in my office's Housing Rights Framework:⁷ adequacy, non-discrimination (based on personal characteristics such as race, ethnic origin, sex and disability, as well as homelessness or housing status), and participation rights, which we describe in more detail later. The Toronto Housing Charter also sets out principles that guide the City towards the progressive realization of the human right to adequate housing, and against which we assess the City's actions.
34. The HousingTO Action Plan sets out a series of broad "key strategic actions" that the City will take to move it towards the realization of the right to adequate housing, supported by a series of more concrete steps. One of its key strategic actions is to "Ensure Well-Maintained and Secure Homes for Renters" as a way of preserving existing affordable housing stock. Recognizing the important role that multi-tenant homes play in providing affordable housing in Toronto, the City has committed to "Protect tenants in private rental buildings by ... Continuing to measure, protect and preserve multi-tenant dwelling homes including security of tenure for their tenants."⁸

⁷ This is the tool that we use to evaluate the City's actions under the Toronto Housing Charter. See Appendix A: Housing Rights Framework.

⁸ Action 36c, HousingTO 2020-2030 Action Plan, above, p. 67.

35. The Toronto Housing Charter itself specifically commits the City to “continue to take appropriate measures to preserve existing affordable housing and facilitate the creation of additional affordable housing.”

Toronto Municipal Code: Property Standards, Vital Services, and Heat Bylaws

36. The Toronto Municipal Code (the “Municipal Code”) is a compilation of City bylaws. There are three bylaws specifically relevant to rental property standards and vital service outages: Property Standards,⁹ Vital Services,¹⁰ and Heating¹¹ (collectively “the vital services bylaws”). The Vital Services and Heating bylaws specifically apply to rental housing.
37. The Property Standards bylaw requires an owner to maintain and immediately repair a property and its facilities, including a heating system, and to “take immediate action to eliminate any unsafe condition.”¹² Where they are responsible for the services, owners must provide their tenants with adequate running hot and cold water, electricity, light, and heat and to maintain these systems in a state of good repair.¹³

⁹ Toronto Municipal Code, Chapter 629, Property Standards (“Property Standards”). https://www.toronto.ca/legdocs/municode/1184_629.pdf. Accessed April 23, 2025.

¹⁰ Toronto Municipal Code, Chapter 835, Vital Services, Discontinuance of. (“Vital Services”). https://www.toronto.ca/legdocs/municode/1184_835.pdf. Accessed April 23, 2025.

¹¹ Toronto Municipal Code, Chapter 497, Heating. https://www.toronto.ca/legdocs/municode/1184_497.pdf. Accessed April 23, 2025.

¹² Property Standards, § 629-5. Owner's duties.

¹³ Property Standards, § 629-32. Services and utilities; § 629-34. Kitchen facilities; § 629-35. Electrical service and outlets; § 629-36. Lighting; § 629-37. Plumbing; water and sanitary facilities; and § 629-38. Heating and air conditioning.

38. The Vital Services bylaw requires landlords to provide services including fuel, hydro, gas, and hot or cold water where the landlord is responsible for the cost of those vital services and prohibits landlords from ceasing to provide these services.¹⁴
39. The Heating bylaw requires landlords to provide a minimum temperature of 21 degrees Celsius in a rental unit between September 15 and June 1, where the landlord is responsible for the cost of heating.
40. Offences under the bylaws can result in fines and penalties. Under the Property Standards bylaw, an offence can occur when an owner fails to follow an Order to Comply (“Order”) by a certain date. Under both the Vital Services and Heating bylaws, an offence can occur simply by the landlord breaching their obligations under those bylaws.
41. Generally, an owner must maintain and immediately repair a building’s vital service facilities, regardless of the reason they have stopped working properly. Under the Property Standards and Vital Services bylaws, an owner is also prohibited from ceasing to provide a vital service. The only exception in which an owner may cease to provide a vital service is when the shutoff is 1) necessary to alter or repair the service or the unit, and 2) for the minimum time necessary.¹⁵

¹⁴ Vital Services, § 835-5. Responsibility of landlord to provide vital services; § 835-6. Cessation of vital services by landlord prohibited.

¹⁵ Property Standards, § 629-32. Services and utilities; and § 835-8, Discontinuance of services for alterations and repairs. The wording in these sections is slightly different. Under Property Standards, a service or utility may be disconnected for the purpose of “repairing, replacing or altering the service or utility.” Under the Vital Services bylaw, a cessation must be necessary to “alter or repair the rental unit” for the exception to apply. For the purposes of this report, I use the broader term of “rental unit,” with no intention of interpreting or distinguishing between these provisions.

MLS Policies and Standard Operating Procedures

42. The main goal of bylaw enforcement is to ensure that people and businesses comply with the Municipal Code.¹⁶ A series of policies and standard operating procedures (“SOPs”) guide bylaw officers in their approach to enforcing the City’s bylaws to ensure they are consistent and effective. The policies and SOPs most relevant to this incident are:

Policies and SOPs	Description
MLS Bylaw Compliance & Enforcement Policy ¹⁷ (“Bylaw Compliance & Enforcement Policy”)	<ul style="list-style-type: none">• Guides bylaw officers in decision-making practices, including use of discretion and the process for taking enforcement action.• Includes a process for making complaints about MLS staff and service delivery.
General Investigations ¹⁸ (“General Investigations SOP”)	<ul style="list-style-type: none">• Outlines investigative procedures for bylaw officers, including gathering preliminary information, identifying relevant bylaws and elements of bylaw offences, conducting site inspections, interviewing witnesses, collecting and assessing evidence, determining whether there is a bylaw violation, taking enforcement action, and communicating decisions.• Sets out investigative best practices, and compliance options available to bylaw officers.
Notebooks and Case Management ¹⁹ (“Notebooks and Case Management SOP”)	<ul style="list-style-type: none">• Directs bylaw officers on the use of notebooks and case documentation requirements, including handwritten notebooks and electronic record keeping.

¹⁶ Objectives, Customer Service Standard, Areas of Responsibility. Policy Number BLE-001-02, last reviewed September 10, 2019.

¹⁷ MLS Bylaw Compliance & Enforcement Policy. Policy Number MLS-028-01, September 22, 2023.

¹⁸ General Investigations. Policy Number BLE-003-02, revised December 6, 2023.

¹⁹ Notebooks and Case Management. Policy Number BLE-004-01, June 14, 2022.

Policies and SOPs	Description
(Continued) Notebooks and Case Management ²⁰ ("Notebooks and Case Management SOP")	<ul style="list-style-type: none"> • Sets out expectations for information that will be documented, including observations, evidence gathered, statements from witnesses, names and contact information of witnesses, and documenting decisions and findings. • Establishes supervisory expectations, including regular review of bylaw officer notes and documentation of those reviews.
Bylaw Enforcement Officers Priority Response & Issuance of Notices, Orders and Charges ²¹ ("Priority Response SOP")	<ul style="list-style-type: none"> • Sets out processes and timelines for responding to various types of service requests based on their urgency, with Priority 1 service requests being the most urgent, and Priority 4 being the least urgent. • Categorizes vital service outages as Priority 1.
Remedial Action ²² ("Remedial Action SOP")	<ul style="list-style-type: none"> • Sets out processes for bylaw officers to arrange and carry out remedial action on a property where bylaw compliance has not been achieved.
Vital Services, Discontinuance of, Bylaw ²³ ("Vital Services SOP")	<ul style="list-style-type: none"> • Establishes procedures for the investigation of service requests relating to the Vital Services bylaw.

43. MLS describes resident complaints about alleged bylaw violations as "service requests." Once MLS receives a service request, it assigns the request to a bylaw officer within the responsible unit, who is expected to respond in accordance with the relevant policies and SOPs. I will describe the policies and SOPs in more detail later in this report.

²⁰ Notebooks and Case Management. Policy Number BLE-004-01, June 14, 2022.

²¹ Bylaw Enforcement Officers Priority Response & Issuance of Notices, Orders and Charges. Policy Number IS-017-02, revised March 10, 2023.

²² General Investigations SOP and Remedial Action, Policy Number INS-05, undated.

²³ Vital Services, Discontinuance of Bylaw. Policy Number IS-021-01, June 20, 2022.

Facts

“I thought by calling...the City...that they would have some power to say: ‘...*you have to get the lights back on in 20 days, 30 days,*’ something like that, so at least I could see some work going on. There was no work going on...30 days passed...and I said, ‘*nothing is going to go on.*’ So, I decided to pack up and get out of there as quick as possible.”

Tenant

Facts

44. This investigation centers on the aftermath of a September 2023 fire at a two storey multi-tenant home (“the building”) located in the north west part of the city.
45. Each floor was set up like its own apartment, with a kitchen, bathroom, and several bedrooms. The bedrooms were rented separately to different tenants, who shared the kitchen and bathroom on each floor. There were four bedrooms on the main floor, four bedrooms on the upper floor, and at least one bedroom in the basement.
46. Before the fire, 11 tenants lived in the building. The tenants had all moved in at different times, with their own separate lease agreements with the landlord.
47. The tenants my investigators spoke to said they were generally happy with the condition of the building and their rooms. They described their rents as affordable, ranging from \$500.00 to \$900.00 per month, per room. Their tenancies were covered under Ontario’s *Residential Tenancies Act*, meaning that they had protection from illegal rent increases and illegal evictions, and legal rights to a home which is maintained in a good state of repair.²⁴

Fire at the Building

48. On the afternoon of September 3, 2023, a fire broke out in one room on the main floor of the building. Tenants inside alerted each other to the fire and evacuated the building. TFS came and put out the fire. None of the tenants were injured in the fire.

²⁴ *Residential Tenancies Act, 2006*, S.O. 2006, c. 17, at ss. 1, 20, 37 & 110.

49. TFS followed its standard protocol and called the gas provider, Enbridge Gas, and the hydro provider, Toronto Hydro, to visit the building. An Enbridge technician turned off gas service to the building, which is a regulatory requirement when water is used to extinguish a fire. The Toronto Hydro technicians shut off power to the main floor based on the potential for electrical damage. The power to the upper floor remained on.
50. The Enbridge technician issued a “Notice of Violation” to the landlord, telling the landlord to have a qualified gas technician inspect the equipment before gas could be restored. The Toronto Hydro technician issued a “Customer Action Form” to the landlord, telling the landlord to first have the Electrical Safety Authority inspect and make necessary repairs, and then to call Toronto Hydro to reconnect the electricity on the main floor.
51. The fire captain in command at the building described the fire as “small” and the damage as “minor.” The flames were confined to one room, and it was items within the room, rather than the building itself, which had caught fire. The fire caused heat and smoke damage within the room. When TFS put out the fire, they left holes in the walls and some water damage. Smoke and water spread through some other parts of the building.
52. All of the tenants were able to return to their homes that evening, except for the tenant of the room where the fire had taken place. Gas service remained shut off, as did hydro service to the main floor. Ten tenants decided to stay in the building at this time, although a second tenant moved out a few days after the fire.

TFS Inspection

53. The fire captain in command at the fire saw that the building could have been operating as a multi-tenant home and referred the matter to a TFS inspector on September 3 to ensure compliance with the Ontario Fire Code. The TFS inspector contacted the landlord on September 6, inspected the property on September 7, identified relevant Fire Code violations, issued a Notice of Violation on September 8, and re-inspected the building to ensure compliance on September 20.

54. The TFS file was thoroughly documented and included a file review checklist which was completed by the inspector's supervisor when it was closed.²⁵ Despite the many tasks and repairs facing the landlord as a result of the fire, he complied with TFS's order within two weeks by repairing a hole in the basement ceiling and installing or repairing self-closing doors and latches throughout the building.

Tenants Living Without Vital Services

What we heard: "Imagine waking up to go and make a hustle in the morning and you have nowhere to shower, you have to go like that... It was uncomfortable for me... you're on the bus and you know you're not smelling right. It wasn't nice at all."

55. As a result of the gas shutoff, none of the tenants had working hot water or heat. None of them were able to shower, cook, or wash with warm water.
56. The four tenants on the main floor also had no power, which meant they had no working refrigerators or stoves, causing their food to spoil and leaving them unable to cook. They had no way to heat water. They had no way to charge a cell phone or computer and had limited internet access. They had no lights.
57. The tenants found ways to cope in these circumstances. Some would shower at the homes of friends or family. Some received help from local businesses, who allowed them to charge their phones and use the internet, stay for an extended time, and even take home buckets of warm water for bathing. Tenants supported each other by pooling money to buy takeout food to share together. This became expensive given the tenants' limited means.

²⁵ See Appendix B for the TFS Inspection File Review Checklist.

58. The tenant who was nearly seven months pregnant could not tolerate these living conditions and was concerned for the safety of her baby. She began to live with her partner on a full-time basis after several days of living without vital services, although she regularly came to the building to check on her family members, who continued to live there.

Tenants Call the City

59. After more than a week of living without vital services, tenants grew frustrated with a perceived lack of action from the landlord in restoring their utilities.²⁶ Two of the tenants complained to the City by calling 311 on September 12, hoping that the City would push the landlord to restore the vital services promptly. Staff at 311 sent the tenants' service requests to MLS.

MLS Involvement at the Building Before the Fire

60. The tenants' service requests were handled primarily by one bylaw officer (the "lead officer") within the MTH Team. The lead officer was familiar with the building because, six months before the fire, they had found that the landlord was operating a multi-tenant home in violation of City zoning bylaws. They issued the landlord a Notice of Violation in April 2023, but took no further enforcement action. The landlord never appealed this notice.
61. At this time, the City's new Framework for Multi-Tenant (Rooming) Houses was not yet in effect. My investigation did not consider whether the MTH Team's approach to zoning enforcement would have been different under the new framework, because our focus was on the City's enforcement of the vital services bylaws. The new Framework for Multi-Tenant (Rooming) Houses has no bearing on enforcement of the vital services bylaws.
62. Since the building was found to be operating as a multi-tenant home, the MTH Team was responsible for handling all further service requests about the building.

²⁶ The landlord told my investigators that during this time he was working with his insurance company, Toronto Hydro, the gas company, a contractor, and others to make arrangements to repair the damage from the fire.

MLS Receives the Service Request

63. When bylaw officers first receive a service request, they are expected to gather preliminary information from the complainant and identify the relevant bylaws and elements of the offence needed to establish a bylaw violation.²⁷ Officers are expected to document their information-gathering process, as well as their observations, witness interviews including names and contact information, and decisions and findings.²⁸ They are expected to use a handwritten notebook to record information gathered “in the field,” and a digital case management system called Integrated Business Management System (“IBMS”) to provide more detailed documentation of steps taken, information and evidence gathered, analysis, and any decisions made.
64. The tenants’ service requests were first assigned to a bylaw officer in MLS’ general investigations unit. That officer’s notes show that they spoke to at least one tenant and the landlord and gathered preliminary information about the fire and the vital services shutoff. They also spoke with the TFS inspector who had visited the building after the fire and confirmed that he had issued a Notice of Violation for several Fire Code violations.
65. The tenants’ service requests were reassigned to the lead officer within the MTH Team one or two days later, because they concerned a multi-tenant home and the lead officer already had an open file for that address. Around the same time, the landlord phoned the lead officer directly to tell them about the fire, the tenants’ complaints, and to explain his position.
66. At the time of the landlord’s call, the lead officer was in a session with their supervisor and manager, and the officer informed them both of the fire and vital services outage.

²⁷ General Investigations SOP.

²⁸ Notebooks and Case Management SOP.

67. The lead officer told my investigators that they had joined the MTH Team about seven months before these service requests were made, after about five years working within MLS as a bylaw officer. They said that, as a result of their relative inexperience with rental housing enforcement, they relied heavily on direction from management throughout MLS' response to these service requests.
68. The landlord emailed the lead officer information about the fire and the vital services shutoffs, including pictures of the Notice of Violation from Enbridge and the Customer Action form from Toronto Hydro. The landlord's email included names and contact information for the fire captain and the TFS inspector. The email stated:
- [The fire captain] informed me that he had Toronto Hydro and Enbridge Gas to A tagged my gas line...and shut off all power to apt 2 and locked it from the my main fuse panel due to the damage from the fire and water...[s/c]
69. While this email did not clearly state who had ordered the services to be shut off, the lead officer incorrectly concluded that TFS made the order. In fact, the fire captain and the TFS inspector told my investigators that TFS does not shut off vital services, or order shutoffs. They call in the utility providers, where necessary, to determine whether there is a need to shut off services, and to carry out the shutoff.
70. The lead officer did not contact TFS to verify this information at this time or to understand why the utilities had been shut off and what needed to be done to restore them. They did not identify the relevant bylaws or the elements needed to establish a bylaw violation. In their notes, the lead officer wrote "tenants are refusing to leave." They did not follow up with the tenants.
71. When one of the tenants did call the lead officer one week after the initial service request, the lead officer did not document their first contact with the tenant, or what was discussed during that 14-minute phone call.

72. MLS' training records indicate that the lead officer had not received substantive training on the relevant vital services bylaws prior to this incident. The lead officer told my investigators that their knowledge of the Property Standards bylaw and the Vital Services bylaw was limited, and they were not aware of the Heating bylaw. The lead officer told my investigators that when the file was reassigned to them, they did not know how to interpret the relevant bylaws.
73. MLS training records also indicate that the lead officer did not receive training on the General Investigations SOP, or the Priority Response SOP. The lead officer told my investigators they did not recall receiving training on, or having read, these SOPs.
74. The lead officer informed my investigators that they found it difficult to access and navigate the relevant policies and SOPs. Within MLS' internal divisional homepage, which is where bylaw officers generally access the SOPs, there are approximately 66 alphabetically listed SOPs and policies that are not grouped by subject matter. Only about 10 of these policies normally apply to the work of a bylaw officer in rental standards enforcement.
75. MLS management acknowledged to us that this system can be cumbersome for bylaw officers to use, and that MLS is looking at ways to improve officers' access to policies and procedures.
76. None of the MLS staff we spoke to had received training on the Toronto Housing Charter. Some staff were not aware of its existence.

MLS Visits the Building More Than Two Weeks After the Service Request

77. MLS categorizes vital services outages as “Priority 1” service requests – the highest level of urgency.²⁹ In Priority 1 cases, a bylaw officer is required to visit a property within 48 hours of the service request, unless a supervisor approves a request to visit beyond that timeframe and documents their approval on the file. The officer is then required to determine if there is a bylaw violation. If so, the officer issues an Order within 48 hours of visiting the property, unless a supervisor approves the officer’s request to issue an Order beyond the 48 hours, and documents that approval on the file.
78. Bylaw officers are expected to visit a property to collect evidence so they can determine whether there is a bylaw violation.³⁰
79. The lead officer did not visit the building until September 28, 2023, more than two weeks after the tenants’ initial service requests to the City. They did not recall if they were aware of the requirement to go to the property within 48 hours, or why they waited this long. They also did not recall seeking approval to delay their visit. No such approval was documented on the file.
80. Neither the supervisor nor the manager noticed or raised a concern with the lead officer’s delay in visiting the building.
81. MLS’ case management system sends supervisors weekly “automatically generated reports” to track bylaw officer response times.³¹ The supervisor, however, told my investigators they had never heard of such a report.

²⁹ Priority Response SOP.

³⁰ General Investigations SOP.

³¹ Priority Response SOP.

82. The manager was aware that these reports are emailed to supervisors on a weekly basis but noted that they often include additional information that is not practically helpful and supervisors often disregard them. Further, the reports generated at this time did not include information about response times to Priority 1 service requests.
83. MLS changed its system for automatically generated reports after this incident took place. However, the new system still does not provide information about response times to Priority 1 service requests.
84. The lead officer went to the building on September 28, 2023, with two other bylaw officers, telling us they saw their primary purpose as “mediating” the growing conflict between the tenants and the landlord. The lead officer asked the two other officers to come with them out of concern for their safety due to this conflict. They told my investigators that they wanted to help the tenants understand that the vital services had been turned off by TFS, not the landlord (although, as noted above, this was incorrect).
85. Bylaw officers are expected to take photographs and witness statements when conducting an inspection.³² When they went to the building on September 28, 2023, the lead officer and their colleagues did not take photos of the building or interview tenants about the vital services outage. Bylaw officers on the MTH Team also carry thermometers to measure air and water temperature for enforcement of the vital services bylaws. However, the officers did not take temperature readings during that visit.
86. The main record of the lead officer’s visit to the building that day was their IBMS notes. These notes contained details such as: the number of people living in the building, that the landlord was awaiting a report from his insurance company, and a conversation with the landlord’s insurer.

³² General Investigations SOP.

87. During the visit, the lead officer spoke to at least four tenants. They told at least one of the tenants that TFS had ordered the vital services to be shut off. Their notes indicate that they told the tenants “[a]ll [r]epairs have to be completed for the services to be turned back on.” It is not clear which repairs they were referring to, and they told my investigators they did know how they reached this conclusion.
88. The lead officer had not taken any steps to understand the reasons for the shutoff or what had to be done to restore vital services, such as, for example, inspecting the gas or electrical systems or obtaining an opinion from a qualified technician.
89. The lead officer’s notes state that they told one of the tenants this was a “civil matter,” meaning that the City no longer had a role and it was up to the private parties to resolve through a legal proceeding. The lead officer told my investigators that they gave the tenant this conclusion in person, when they were at the building. They did not remember how they explained this to the tenant, and they did not document the findings or reasons given to the tenant for why they were closing the investigation. They did not communicate the decision or reasons to the other tenants who they had spoken to at the building.
90. The lead officer did not enter their notes into IBMS until October 2, 2023, four days after going to the building. These IBMS notes did not:
- document critical information such as their observations about damage to the building and the vital service systems, investigative steps, evidence from witnesses, or names and contact information of witnesses;
 - identify which bylaws were relevant to the complaint, or the elements needed to establish a violation of the bylaws, at any point;
 - make any reference to the bylaws; or
 - document a determination of whether a bylaw violation existed.
91. Under the Notebooks and Case Management SOP, all this information should be documented during or immediately after a bylaw officer visits a property.

92. The lead officer made almost no handwritten notebook notes throughout these service requests, and the ones they did make contained little more than their arrival time at the building.
93. MLS did not collect information about the tenants' personal circumstances when they spoke with them or visited the building, and MLS staff who had direct interactions with the tenants could not recall any demographic information about the tenants.
94. Some of the tenants told my investigators that when MLS left the building, the lead officer said that they would continue working to restore vital services. Another bylaw officer who went to the building confirmed that this is what the lead officer told the tenants. The tenants believed MLS would continue to investigate the utility outage and get back to them with an update.

Communicating the Decision to Take No Action

95. One of the core principles of MLS' approach to bylaw enforcement is "clear and transparent communication."³³ Bylaw officers are expected to communicate the reasons for their decisions to affected parties, including complainants.³⁴ They must also create file closing summaries that detail the steps taken in the investigation, outline all evidence received, explain the outcome of the investigation, and the update provided to the complainant.³⁵ This information should be documented in the officer's IBMS notes.³⁶
96. When the lead officer left the building on September 28, 2023, it was not clear to the tenants that the lead officer had decided, definitively, to take no enforcement action.

³³ Bylaw Compliance & Enforcement Policy, General Investigations SOP.

³⁴ Bylaw Compliance & Enforcement Policy, General Investigations SOP.

³⁵ General Investigations SOP.

³⁶ Notebooks and Case Management SOP.

97. MLS does not have a protocol for communicating decisions to complainants in writing or distributing written communication to groups of people who may be affected by their decisions.
98. MLS does not have a practice of providing complainants with information on how to escalate or review bylaw officer decisions they do not agree with. The manager said that information on making a complaint is available online, but described it as “awkward” for a bylaw officer to offer people the ability to complain about them. By contrast, information about the appeal process is made available to owners when they receive an Order.
99. Bylaw officers are expected to complete case file reports which include “...all steps taken during the investigation, all evidence collected, any investigative decisions made, witness statements and contact information, and references to all relevant legislation, bylaws, and policy.”³⁷ MLS did not create such a case file report, or file closing summary, after deciding they would be taking no further action.
100. The SOPs provide no guidance for bylaw officers to try to find housing supports for tenants facing temporary or permanent displacement; MLS staff did not consider or take steps to arrange supports for the tenants at this point. MLS staff told investigators that they do not have the expertise or resources, and it is not their role to act as housing caseworkers.

No Determination of a Bylaw Violation and No Action

101. After visiting the building, the lead officer called the landlord’s insurer to find out if tenants could remain in the building during “repairs.” According to the lead officer’s notes, the insurer said that if the landlord’s claim was approved, the units would have to be vacant in order to proceed with repairs. The lead officer did not specify what repairs the insurance company was referring to. The lead officer told my investigators that although they did not know how the insurer had reached this conclusion, they did not investigate this claim further.

³⁷ Notebooks and Case Management SOP.

102. The lead officer never determined or documented whether there was a bylaw violation, even though this question should have been answered within 48 hours.³⁸ The lead officer did not recall being aware of this requirement. The “automatically generated reports” that MLS uses to track bylaw officer response times do not include information about whether officers have issued orders within 48 hours of attending a property.
103. The supervisor had no recollection of discussing the relevant bylaws with the lead officer, and the manager said that they had “not really” discussed the bylaws with the lead officer.
104. There is also no evidence that MLS staff considered the exception to the vital services bylaws, which allows for an owner to disconnect certain vital services where necessary for repairs or alterations, and only for the minimum period of time necessary.
105. The Vital Services SOP provides no guidance on how to interpret the exception to the vital services bylaws, or how to make determinations about the necessity of a vital services shutoff or the minimum necessary time. There is no SOP process or resource available for bylaw officers to get the necessary expertise to determine whether a vital service shutoff is necessary, or how to assess the minimum time needed for the shutoff.
106. The Vital Services SOP also does not provide any guidance for bylaw officers to administer the exception to the bylaw, such as establishing clear timelines for completing work, as well as ongoing monitoring and follow-up by a bylaw officer to ensure that an owner remains in compliance with the bylaw.
107. Without determining that there was a bylaw violation, MLS could not issue an Order for the landlord to complete necessary repairs or to restore the vital services.

³⁸ Priority Response SOP.

108. It is worth noting here that one enforcement option available to bylaw officers is remedial action. This allows the City to obtain quotes from contractors, and to arrange for work to be done where a landlord is unable or unwilling to do the work necessary to comply with the Municipal Code. The cost is then added to the owner's property taxes. Remedial action can only be taken after an Order has been issued, and the owner has failed to comply. There is no indication in the records we reviewed, or the interviews we conducted, that MLS considered remedial action for this building.
109. As mentioned above, the lead officer wrote in their October 2, 2023, notes that this was "now a civil matter." The term "civil matter" is not defined in the bylaws or SOPs. The lead officer could not tell my investigators how they had reached that conclusion. The lead officer said that they consulted with management before concluding this was a "civil matter," although they do not recall who they spoke to or what was discussed, and did not document any such consultation. MLS management could not recall discussing this topic.

Exercise of Discretion

110. The manager suggested to my investigators that the decision not to take enforcement action was an exercise of discretion by MLS staff. They suggested that the decision to issue an Order is optional, because the General Investigations SOP says a bylaw officer "may" issue an Order where a bylaw violation is found.
111. Under the Bylaw Compliance & Enforcement Policy, the principles which should guide bylaw officers' exercise of discretion include:
- Consistency: Similar cases should be treated in a similar way. This is achieved through ongoing training, documenting approaches taken, consultation, and understanding policies and procedures pertaining to the enforcement of bylaws;
 - Fairness and equity: Consideration of a person's particular circumstances in decision-making. Strategies for achieving equitable use of discretion include avoiding premature conclusions, awareness of unconscious bias, being observant of facts and documenting reasons for decisions, and considering all enforcement options;

- Clear and transparent communication: Ensuring that the public understands the decisions that affect them; and
 - Proportionate and risk-based responses: Assessing the enforcement options available with a particular eye towards public health and safety. Sets out several factors to consider in deciding on appropriate enforcement action.
112. This policy directs MLS staff to “consider and weigh the impacts of enforcement action in each case.” While some of the SOPs that were relevant to these service requests name the Bylaw Compliance & Enforcement Policy as a “related policy,” they do not identify when bylaw officers should refer to this policy or identify it as the guiding policy for the use of discretion.
113. When they spoke to my investigators, the lead officer, the supervisor, and the manager all indicated that the landlord was likely in violation of certain bylaws given that the vital services were shut off. At another point, the manager indicated that the exception to the vital services bylaws, which allows for an owner to turn off vital services for the purpose of repairs, for the minimum necessary time, may have applied at some point in this service request. This would suggest that there was no bylaw violation to begin with. In such a case, there would be no need to exercise discretion not to take enforcement action.
114. After my investigators brought the Bylaw Compliance & Enforcement Policy to the manager’s attention, they said that this policy had been considered, although they could not describe how it had been considered or applied.
115. There is no evidence in the IBMS notes that MLS staff exercised discretion not to take enforcement action, and the notes do not identify the factors that MLS staff considered in determining whether to enforce the bylaws. Under the Bylaw Compliance & Enforcement Policy, such a decision should be clear in the IBMS notes. Neither the lead officer nor the supervisor suggested to us that the decision not to take enforcement action was discretionary.

116. The manager told my investigators that the primary factor in the exercise of discretion not to take enforcement action was the landlord's inability to comply with an Order. MLS staff did not explain, in their notes or to the tenants, how they concluded that the landlord was unable to comply with the vital services bylaws. They also had not turned their minds to other enforcement options that could have helped to achieve compliance. They had not gathered evidence of the extent of the work that would be required to restore the vital services.
117. There is no sign that staff considered or balanced various factors in order to decide to exercise discretion not to take enforcement action, as required by the Bylaw Compliance & Enforcement Policy. They did not collect evidence about the impact of the vital services outage on the tenants. Staff told us that they did not consider ways that the landlord could reduce the tenants' hardship while they waited for repairs to be completed, such as providing a portable generator, washroom facilities, or bottled water.
118. MLS created the Bylaw Compliance & Enforcement Policy in response to a previous investigation report from my office,³⁹ and it came into effect on September 22, 2023, around the same time that MLS became involved in this vital service outage. MLS training records indicate that the lead officer received training on this policy shortly after receiving this service request, and the manager told us that they had helped to draft it.

Tenants Keep Calling MLS and Seek Help from the Tenants' Union

What we heard: "I thought 311 would be a boom-and-help-me-out thing, and it didn't work out like that, y'know. So, after I seen that, I had no option. It's not going to work out. Let's get out of here, and that's what I did...I thought by calling, 311 is the City or something like that, that they would have some power to say: 'No, no, no, you have to get the lights back on in 20 days, 30 days, something like that, so at least I could see some work going on. There was no work going on...So I see 30 days passed, nothing going on, and I said, 'nothing is going to go on'. So, I decided to pack up and get out of there as quick as possible." [sic]

³⁹ Ombudsman Toronto, Enquiry into the City of Toronto's Communication and Enforcement of COVID-19 Rules in City Parks in Spring 2020, June 30, 2021. <https://www.ombudsmantoronto.ca/investigative-report/covid-rules-in-parks/>. Accessed April 23, 2025.

119. Following MLS' visit to the building on September 28, 2023, the tenants continued reporting the vital services outage to the City. There is no record of MLS responding to further service requests made on October 3 and 8, 2023, and the lead officer had no recollection of responding to these calls. Two of the tenants we spoke to said they called the lead officer directly and had conversations with the officer on several occasions after the initial visit to the building. None of these conversations are documented in the IBMS notes. One of these tenants told us that she could not get clear answers from the lead officer, and that they had no clear plan for getting utilities restored, telling her that they were "working on it."
120. Some of the tenants approached their local tenants' union for help when they grew frustrated by the City's inaction. They told the tenants' union that the landlord was refusing to do repairs and had told them several times that they had to move out. The tenants feared they would be evicted.
121. The tenants' union told my investigators that in a conversation with MLS staff on approximately October 10, 2023, MLS told them that TFS had ordered the vital services shutoff, and, therefore, there was nothing MLS could do. MLS did not document this conversation.
122. The tenants' union also spoke to the lead officer on October 12, 2023, who said that they had unsuccessfully attempted mediation. The lead officer told the tenants' union to speak to TFS and the landlord to get details about the fire and the vital services outage.
123. When speaking to my investigators, the lead officer described the tenants' union as being "only there for the tenants," and indicated that it was not a "neutral party" and had a "bias" in the tenants' favour. They said that the tenants' union was unwilling to listen to the landlord to understand what was happening.
124. The lead officer's notes indicate that they told their supervisor about the involvement of the tenants' union. They wrote that the supervisor met with the manager, and that they "...determined all options have been exhausted by us." The lead officer again described this as a "civil issue" between the landlord and the tenants.
125. Neither the manager nor the supervisor documented the decision that all options had been exhausted and could not recall how they had reached this conclusion.

The Tenants' Union Seeks Assistance from EPIC

126. On October 10, 2023, around the time the tenants' union first contacted MLS, they also emailed staff at the EPIC program within the City's Housing Secretariat, seeking help for the tenants who were living without heat, electricity, or hot water.
127. Outlining the tenants' circumstances and the vital services shutoff, the tenants' union asked what resources were available to help the tenants.
128. On October 11, 2023, EPIC staff replied:

I am aware of a community agency previously delivering a program supporting rooming house tenants who were facing or experienced unexpected displacement - such as a fire or inappropriate actions by their landlord. This specific service is no longer operating.

129. EPIC staff, however, told my investigators that these services, which had previously been delivered by a third-party organization, were now delivered by the EPIC program itself. EPIC provides case management services to help tenants get emergency shelter space, assess how long they may be displaced, talk to landlords about repair plans and timelines, and find other housing for the tenants, either temporarily or permanently. EPIC staff said that these services are available when TEM requests support from EPIC for displaced tenants, as part of its emergency response protocol.
130. TEM's emergency response protocol is set out in its Emergency Human Services Policy ("EHS Policy"), which deals with emergency situations requiring people to leave their homes.⁴⁰ Under the EHS Policy, TEM's emergency response protocol is triggered when TEM is notified of the need for services by TFS or the Toronto Police Service.

⁴⁰ City of Toronto, "Caring for Toronto Residents Displaced as a Result of Neighbourhood Emergencies: Review of Recent Events and Proposed Strategies," March 30, 2010, at p. 22.

131. The EHS Policy has not been updated since its creation in 2010 and predates the creation of both EPIC and TEM. Most of the City divisions and units referenced in the EHS Policy have been reorganized and no longer operate under the same names.
132. TEM management told my investigators that they have hired a Policy Development Officer who is reviewing and revising their policies, and that they intend to update the EHS Policy as part of this process.
133. EPIC staff were not aware of the EHS Policy before my office began to inquire about the request for help from the tenants' union. They told my investigators that they understood their role based on past practices rather than a specific policy. EPIC caseworkers accept TEM referrals like all other referrals, although the support EPIC provides to TEM referrals focuses more on finding new housing urgently rather than preventing eviction.
134. EPIC staff told my investigators that they did not provide service when asked by the tenants' union because their request had not come through TEM. EPIC's own policy documents do not address the services it delivers in support of TEM, eligibility criteria, EPIC's role when it receives a referral, or resource allocation between TEM and the Housing Secretariat.
135. There is no memorandum of understanding, interdivisional protocol, or other document which sets out considerations such as the referral process between TEM and EPIC. Housing Secretariat staff could not provide us any written evidence documenting that EPIC had taken on the role previously done by a third-party community agency to support tenants at risk of displacement.
136. EPIC staff spoke to TEM and TFS on October 11, 2023, to confirm that there had been a fire at the building, and that TFS had not ordered the vital services shutoff. They told my investigators that they had concluded the TEM emergency response protocol had not been triggered, nor could it have been, because TFS had never notified TEM of the need for emergency support.
137. EPIC staff believed that, because TFS did not trigger TEM's emergency response protocol, they did not need to tell the tenants' union that EPIC now provided these emergency tenant support services, and that EPIC would only provide the services through a TEM referral.

138. EPIC staff told my investigators that they did not consider the Toronto Housing Charter when responding to this request for service and that they had not been trained on using the Toronto Housing Charter to guide their decision-making.
139. Housing Secretariat management told us that they are in the process of hiring a consultant to develop and implement a training program on a human rights-based approach to housing for City staff whose work relates to housing.
140. The EHS Policy does specifically refer to rooming house closures and identifies the City's Rooming House Emergency Response Plan⁴¹ ("RHERP"), which was last updated in 2005, as the City's starting point when multi-tenant home residents need emergency relocation.⁴²
141. The RHERP references the third-party organization that EPIC replaced and sets out that organization's role in responding to rooming house closures in detail. The RHERP does not require that residents' requests for emergency relocation be referred from TEM, or its predecessor divisions.
142. None of the City staff my investigators interviewed were aware of the RHERP.

⁴¹ "The Rooming House Emergency Response Plan", revised January 2005.
<https://www.homelesshub.ca/sites/default/files/attachments/r5dukci3.pdf>. Accessed April 23, 2025.

⁴² The RHERP establishes a coordinated response to multi-tenant home closures, including vital service shutoffs. It sets out the roles of various City divisions, including TFS, MLS, the Building Division (now Toronto Building) and external service providers, one of which provided the same services now provided by EPIC. It provides a clear framework for responding to various types of multi-tenant home closures, with three priorities: immediate resident safety, needs assessment and support for tenants (including temporary or long-term housing), and support for landlords to complete repairs as quickly as possible to prevent the loss of multi-tenant housing. While MLS and the Building Division would work to get repairs completed and utilities restored, other service providers would assist tenants with matters such as emergency food, clothing, financial assistance, referrals, and housing assistance.

143. With the weather getting colder, the tenants' union emailed EPIC again on October 20 and 24, 2023. EPIC staff told my investigators that they may have emailed or phoned the tenants' union in response, but did not recall. The tenants' union said that they never received a response after their October 24, 2023, email. There is no evidence that EPIC responded to them. The Housing Secretariat's Customer Service Standards say that emails will be acknowledged within 48 hours.⁴³ The EPIC staff we spoke to were not aware of any policies or expectations around response times.

144. One tenants' union volunteer described their feelings around EPIC's handling of this case in the following way:

I just remember being so angry that the only people that these tenants could rely on for doing things was us. Us being a volunteer group of tenants doing it off the side of our desks when there are supposed to be formal structures in place...When we talk to EPIC, on a good day, they say the program doesn't exist, and on a bad day, we just don't hear from them.

145. It is also important to note that in its December 2022 meeting, City Council directed the Housing Secretariat to report back with "...a set of recommendations aimed at supporting tenants in the event of required emergency relocations and/or unit closures" by March 2023.⁴⁴ Council gave this direction in the context of the creation of the City's new Framework for Multi-Tenant (Rooming) Houses. The Housing Secretariat has not brought its recommendations to Council, although management told us that they intend to present recommendations later in 2025.

⁴³ City of Toronto. Housing Secretariat – Customer Service Standards. <https://www.toronto.ca/city-government/accountability-operations-customer-service/city-administration/staff-directory-divisions-and-customer-service/housing-secretariat/housing-secretariat-customer-service-standards/>. Accessed April 23, 2025.

⁴⁴ City of Toronto. City Council Decision of December 14, 2022, "CC2.1 - 2023 Housing Action Plan," para. 60. <https://secure.toronto.ca/council/agenda-item.do?item=2023.CC2.1>. Accessed April 23, 2025.

146. Part of the Housing Secretariat's strategy is to create an interdivisional case management table to support residents whose housing is at risk, which they have already done. Under this model, representatives from various City divisions meet regularly, and present complex cases. They seek advice and resources from other divisions and develop plans to support these residents.
147. Housing Secretariat management also told my investigators that the division plans to begin the process of reviewing and revising its tenant support programs in 2025, including the policies guiding EPIC's services. They have secured funding from City Council for a staff position to carry out this work in their most recent budget.

The Tenants' Union Informs MLS that TFS Did Not Order the Utility Shutoff

148. On October 17, 2023, the tenants' union contacted TFS as suggested by the MLS lead officer. TFS told the tenants' union that it was the utility providers, and not TFS, who had shut off the utilities. It was only when the tenants' union brought this information to the lead officer that the lead officer contacted TFS that same day and verified this information.
149. The question of who had ordered the vital services shutoff in the first place was relevant because, as the manager and the supervisor told investigators, they believed if TFS had ordered vital services to be shut off, then MLS did not have the power to order them to be restored. MLS staff never explained this reasoning in the IBMS notes. This understanding was incorrect because, as noted above, TFS does not order utilities to be shut off.
150. The lead officer then called the gas and hydro providers, recording the names of the people they spoke to in their notebook and IBMS. In IBMS they wrote that both companies turned off the vital services for "safety reasons" and that "repairs must be completed before vital services can be turned back on." They did not determine what the specific safety concerns were, what repairs were required to restore vital services, or the process for restoring services.

151. The lead officer emailed both the manager and the supervisor to tell them that the gas and hydro providers, not TFS, had shut off the vital services for “safety reasons,” and that “repairs must be completed before vital services can be turned back on.” Neither the supervisor nor the manager asked for any more information.
152. None of the MLS staff my investigators spoke to were familiar with the process for restoring vital services after they have been shut off by a utility provider for reasons other than non-payment of utility bills, or, where a landlord has shut off utilities themselves.
153. The Vital Services SOP does not address a scenario where utilities are shut off by the utility providers based on regulatory or safety requirements. MLS staff told my investigators it would be helpful to have direct contacts within the City’s various utility providers to get information about specific utility shutoffs, and what is required to restore utilities.

Process for Restoring Vital Services

154. My investigators spoke to the technicians for both Enbridge and Toronto Hydro, as well as the TFS captain, to learn why the utilities at the building were shut off, and what was required to restore them.
155. We learned that it is standard procedure for TFS to call gas and utility providers to the scene of a fire to address potential safety risks. The Enbridge technician shut off the gas at the building because, as he explained, this was a regulatory requirement where water was used to extinguish a fire, and not because he had observed any damage.⁴⁵ The Toronto Hydro technicians shut off power to the main floor based on their observations of general fire damage, and the potential for hazards, but not because of any specific damage that they observed to the electrical system.

⁴⁵ Natural Gas and Propane Installation Code, CSA B149.1

156. For both hydro and gas service, the landlord was then required to have a licensed technician inspect these systems. If any defects were identified, he was required to have the necessary repairs completed. In the case of gas service, the technician who completed the repairs could then turn the gas back on and notify Enbridge. In the case of hydro, the Electrical Safety Authority would have to inspect and approve the electrical work and ask Toronto Hydro to have a technician restore service.
157. No action taken by the utility providers prevented the landlord from inspecting and repairing the gas or electrical system as needed. Representatives from the utility providers told us that they do not direct or order property owners to do work, or to restore vital services; they can only identify what needs to be done to restore service safely.
158. In other words, the power to order a property owner to do work to restore vital services rests with MLS.

October and November: Continued Complaints

What we heard: “You live somewhere but you have nothing. It’s like you’re on the street, basically.”

159. As the vital services outage continued, the tenants told my investigators that they experienced increased stress, loss of sleep, and social isolation due to feeling dirty and uncomfortable around other people. One tenant compared their sense of feeling alone to the isolation of COVID-19 lockdowns. Another described the experience of living without heat, hot water, or power as “torture.”
160. The tenants’ union kept advocating for MLS to take action to enforce the bylaws. They told MLS that the damage to the building and the work that was required to restore the vital services did not warrant the tenants losing their housing due to inadequate living conditions.
161. One of the issues that factored heavily into MLS’ decision not to take action was the landlord’s insurance challenges. At one point, MLS staff told investigators that the landlord’s insurance company was waiting for the utility providers to allow them to do repairs. At another point, MLS staff said that the utility providers were waiting for the insurance company to tell them when to restore services.

162. MLS staff could not tell my investigators whether or how the landlord's insurance issue was relevant to the bylaws or their investigation. Similarly, in their IBMS notes, they never explained how the insurance issue informed their decision-making.
163. The tenants' union told my investigators that after MLS told them about the landlord's difficulties with his insurer, they began to doubt that MLS would take action to restore vital services for the tenants. They began to search for new housing for the tenants.
164. On October 24, 2023, the tenants' union called an MLS manager from a different unit, asking for help for the tenants. That manager emailed the supervisor and the manager within the MTH Unit, writing that the tenants' union wanted them to "...determine if the landlord's actions constitute a bylaw violation."
165. The tenants' union told us that they spoke to the MTH Unit manager on the phone several days after they made this request. The tenants' union said that the manager told them MLS would not be taking any further action. They said that the manager did not provide reasons for this decision. The manager did not document this conversation.
166. MLS staff told my investigators that it was the division's policy not to take enforcement action if an owner is not responsible for a vital services shutoff. There is no such written policy. Further, the vital services bylaws impose a duty on the landlord to restore vital services promptly, regardless of the reason for the initial shutoff.
167. On October 25, 2023, the landlord told the lead officer that he was bringing in his gas service provider to determine how cold it would have to be outside for him to shut off cold water to the building entirely, to prevent the pipes from freezing.
168. The tenants continued to report the vital services outage to MLS themselves. On October 26, 2023, the father of one tenant called to report a lack of heat and said that the landlord had threatened to shut off water to the building. A different MLS supervisor contacted the landlord and the tenant's father to tell them that the lead officer would be following up and reassigned this new service request to the lead officer. The lead officer did not respond to this service request. When investigators asked why they did not respond, they said they did not recall.

169. On approximately October 30, 2023, one of the original tenant complainants called the lead officer directly. According to the tenant, he became frustrated with the officer and called 311 and complained that he had not been getting answers about his service request. Staff at 311 gave the tenant a phone number for a different MLS staff person, although the tenant is not certain who it was. According to the tenant, when he called that staff person, they said that MLS would be taking no further action. The tenant asked for an explanation. However, staff only told him that MLS would not be taking action. MLS staff did not document this conversation in the IBMS notes.

MLS Seeks Housing Supports from EPIC

What we heard: “Going through that during the wintertime was hard, that’s what I know, it was tough...You have to live in the cold, you basically sleep in the cold, and then you get ready to go outside in the cold to work outside in the cold, because my job was...working outside. So that was getting to me, that was really getting to me...I consider like I was homeless for a minute, that’s what’s homeless life, even though I was in a building, but I was basically living in a staircase.”

170. The tenants struggled as the winter approached. Tenants on the main floor, living without power, described sleeping under multiple blankets, and wearing winter jackets to bed. They woke up and put on cold clothes in the morning. It became harder to bathe or even wash their faces with a lack of hot water and no ability to warm up afterwards.
171. Tenants described a dampness in the building due to TFS’s efforts to extinguish the fire, which would not dry out due to a lack of heat. Some of the tenants’ clothes and furniture grew mildew. As a result, one tenant had to throw out his mattress and blankets and was sleeping on the floor. Some of the tenants who still had power bought electric heaters to help keep warm, although it was still cold inside. The tenants told my investigators they were physically and mentally exhausted.

172. On November 8, 2023, a tenant who had not been told that MLS would take no further action called 311 to report a lack of power, hot water, and heat. The lead officer informed the manager of the ongoing service requests from the building. The manager reached out to a contact at the Housing Secretariat on November 9, 2023, asking what resources were available for the tenants. The Housing Secretariat contact brought this issue to the same EPIC staff person who spoke to the tenants' union, on the same day.
173. EPIC staff did not respond to the Housing Secretariat contact's email. The Housing Secretariat contact followed up with EPIC on November 24, 2023. EPIC staff replied to the Housing Secretariat contact by email on December 12, 2023, more than a month after the initial request, and more than two weeks after the follow-up request.
174. In their email, EPIC staff stated:
- Eviction Prevention in the Community (EPIC) program assists households facing an eviction to sustain their housing. In this case, the tenants are not facing eviction but rather impacted due to landlords own actions. The situation is a legal matter and as such, EPIC would not have a role. The tenants could obtain legal advice or representation and submit their own application to the Landlord Tenant Board to order the landlord to reinstate utility services and seek compensation for costs/damages incurred. It's likely that the tenants would need to secure housing – on an interim or permanent basis – if the unit(s) continue to be without heat & hydro.
175. EPIC staff brought our attention to a policy document called the EPIC Program Model, which outlines criteria for accessing EPIC's general eviction prevention services. One of the criteria includes, "household currently has an eviction notice." EPIC staff told my investigators that, based on this policy, they determined that the tenants were not eligible for EPIC's general services.
176. The EPIC Program Model makes no reference to EPIC's role in providing emergency support services in relation to TEM's emergency response protocol, where clients may not otherwise meet EPIC's eligibility criteria.

177. EPIC staff also told my investigators that that they declined to provide service when asked by their Housing Secretariat colleague because the matter had not been referred through TEM. EPIC staff did not explain this to the Housing Secretariat contact, nor did they tell the contact about the TEM referral pathway.
178. When my investigators spoke to senior management at the Housing Secretariat about EPIC's decisions not to provide service to the tenants, they highlighted the need for discretion in cases that may not fit neatly within certain program mandates or eligibility criteria but are closely related to those mandates.
179. Housing Secretariat management cautioned against an overly rigid approach which does not allow for exceptions in compelling cases. One manager said that EPIC should have inquired to see if resources were available to support these tenants. Another manager described EPIC's approach in this case as prioritizing "technicalities over principles."
180. EPIC staff told my investigators that they did not believe they had discretion to offer service to the tenants. The EPIC Program Model does not specify whether staff can make discretionary decisions to provide case management services, who has the power to make such decisions, or the factors to consider in exercising discretion.
181. The EHS Policy does not reference a free-standing referral to housing support services outside of TEM's emergency response protocol.
182. There is no indication that EPIC has the discretion to trigger the emergency response protocol or to independently deliver those services. EPIC staff told my investigators that they did not explore whether they had the staff capacity to handle this request, as the tenants were deemed not eligible for EPIC's services.
183. Housing Secretariat management told my team that they felt EPIC's handling of this service request did not reflect a human rights-based approach to housing. Again, EPIC staff had not received training on the Toronto Housing Charter or a human rights-based approach to housing, and did not explicitly take either into consideration in their decision-making.

184. Housing Secretariat management also told my investigators that the demand for EPIC's services far outstrips the resources they have to assist tenants at risk of eviction, both in terms of funding and staff. They said that resource scarcity leads to difficult decisions about who receives service and who does not, particularly when compelling cases do not fall squarely within EPIC's mandate.
185. One manager said that the Housing Secretariat tries to avoid publicizing EPIC's services as a way of limiting demand. The EPIC Program Model describes the program as "not public facing."

More Tenants Move Out and Water is Shut Off

186. By November 2023, MLS had limited their involvement to receiving updates on the building from the landlord while the tenants' union worked to find alternate housing for the tenants. In November, one of the tenants had stopped living in the building and began staying with a friend because of the cold. He had lived in the building for four years.
187. In late November 2023, two of the remaining tenants posted a sign on their front balcony that read "311 is a joke."
188. In early December, three of the seven remaining tenants moved out of the building. One of those tenants moved into a subsidized social housing unit. The other two moved into a home with higher rent, which they shared with the owner. This new living situation made them ineligible for protection from unlawful rent increases and unlawful eviction under the *Residential Tenancies Act*.⁴⁶ A fourth tenant moved out later that month.
189. MLS visited the building on December 5, 2023, after the landlord advised them that three tenants had moved out, to determine whether the landlord was still operating in violation of the multi-tenant housing zoning bylaws. MLS' main purpose in going to the building was to count the number of occupants, as opposed to dealing with the ongoing vital services outage. The tenants' union also went to the building at the same time.

⁴⁶ The *Residential Tenancies Act* does not apply in a situation where an occupant is required to share a kitchen or bathroom with the owner. This means that these tenants were no longer protected from arbitrary rent increases or eviction, and did not have any of the substantive or procedural rights that tenants have under landlord and tenant law.

190. The same lead officer took some photos of the building, documenting that tenants were using electric heaters and boiling water for bathing. They documented the progress of the tenants' union on finding new housing for the remaining tenants. They did not document any information about the landlord's progress in getting services restored, or consider whether the ongoing vital services outage, which had now lasted for three months, constituted a bylaw violation. They never took a temperature reading inside the building to determine if the landlord was in breach of the Heating bylaw, despite the tenants reporting that it was very cold inside.
191. The lead officer emailed the supervisor and the manager to tell them that the main floor and basement were now vacant, and that they intended to close the zoning file. The officer told the supervisor and the manager that the file concerning the vital services outage would remain open until all of the tenants found suitable housing and the building was fully vacated. Management raised no concerns with this approach.
192. The following day, the landlord emailed the lead officer and the tenants' union to say that he would be shutting off the water to the building the following week, to prevent the pipes from freezing. The lead officer took no steps to prevent the water shutoff, or to consider ways to reduce the hardship to the remaining tenants. A week later, on December 12, 2023, the landlord shut off the water and drained the pipes.

One Tenant Remains in the Building

193. After the landlord shut off the water, life became much more difficult for the four remaining tenants. They had to buy and haul jugs of water from the store to their homes. They used the washroom at local businesses or friends' houses. One tenant used plastic bags to go to the washroom at night and disposed of the waste the next day in a garbage bin. Another tenant went to the washroom outside every day. Cooking and cleaning were nearly impossible, and there were days that tenants would go without eating or bathing. The tenants described the experience as unsafe and degrading.
194. Another tenant moved out of the building in late December 2023. The landlord emailed the lead officer to provide this update. The lead officer copied from the landlord's email into their IBMS notes: "[one tenant] has said that he is not complying and not willing to move anytime soon."

195. Two other tenants, a senior citizen and his daughter who is Deaf and in receipt of social assistance, wanted to move out immediately after the fire. However, they were unable to find adequate new housing that they could afford. They eventually moved out of the building in late January 2024. Their rent in their new home was 70% higher than in the old building. They had lived in the building for almost 10 years. The landlord told the lead officer that the father and daughter had moved out.
196. As of late January 2024, just one tenant remained in the building. The lead officer wrote in their notes “according to [the landlord], [the remaining tenant] is refusing all assistance.” The tenant told my investigators that he stayed in the building because he believed he would soon receive an offer of social housing and would not have to be there much longer. When my investigators spoke to him in June 2024, he still had not received an offer.

March 2024: Utilities are Restored

197. In mid-February 2024, the landlord notified the lead officer that he had received his insurance payment and was interviewing contractors to complete repairs so that vital services could be restored.
198. The landlord completed repairs on the building on March 16, 2024. Two days later, the lead officer visited the building and confirmed that heat, power, and hot water had been restored. This was more than six months after the vital services were originally shut off.
199. My investigators asked the landlord what had to be done to restore the gas and hydro services to the building. The landlord told them that the only issue with the gas system was that the furnaces needed to be replaced due to water damage. The landlord replaced the furnaces with rental equipment, meaning that the upfront cost to him was minimal.
200. The landlord also stated that to restore electricity, a wire needed to be replaced in the room where the fire happened, and it had to be covered with drywall. An electrician replaced the wire, and the landlord replaced the drywall himself. The landlord told us that the electrical work cost between \$2000 and \$3000.

201. The tenant who remained in the building did not have to move out for the repairs to be completed. He remained in the building after vital services were restored, after spending the winter without heat or running water.
202. In September 2024 the remaining tenant moved out. The landlord sold the building later that year.

Supervision of Bylaw Officers

203. The Notebooks and Case Management SOP sets out the expectation that supervisors will regularly review bylaw officers' notebooks to ensure consistency and accuracy, identify and address deficiencies, and proper transcription of relevant information into IBMS.
204. MLS management also told my investigators that supervisors are expected to conduct monthly one-on-one check-ins with bylaw officers to review their performance and identify any concerns. This process is not formalized in any policy document. Neither the supervisor nor the lead officer could recall such a check-in taking place throughout the time of these service requests.
205. Management described this file as "rare" and "complex," but the supervisor had no record or recollection of reviewing the lead officer's notes on the file. In fact, the supervisor had no record of reviewing any of the lead officer's notebooks, for any case, at any time, while this file was ongoing.
206. The manager also told my investigators that they did not review the file in the course of responding to this service request. They explained to my investigators that, at the time of this service request, the MTH Team had only four bylaw officers who carried a heavy workload. Several months later, they hired an additional 23 officers to that team. The manager believed that the lack of resources within the MTH Team may have caused bylaw officers to "take some short cuts" in record-keeping.

Findings

Findings

207. I recognize that this was not a straightforward case. It involved many different actors, including City divisions, utility companies, an insurance company, and individuals. It involved several regulatory schemes, including the City's bylaws, utility regulations, landlord and tenant law, and the Fire Code. It involved questions of technical expertise. It involved vulnerable people living in an emergency situation that kept getting worse.
208. The complexity of this case, and the vulnerability of the tenants, however, were all the more reason for City staff to perform their work to the highest standard, to follow their established procedures, and to find a solution to the problem with determination. The tenants were relying on them to do so.
209. The power to order the landlord to do work to restore vital services rested solely with MLS, yet for over six months, through its actions, decisions, and omissions a group of 11 tenants experienced mounting hardship and stress.
210. In a number of areas, the City did not meet the standards owed to this group of tenants under the principles of administrative fairness or the Toronto Housing Charter.

Administrative Fairness Issues

211. My job is to oversee and investigate the decisions and actions of the City's administration, and to ensure that City services are delivered fairly. MLS and EPIC's handling of this file raise concerns about procedural and substantive fairness.
212. For the reasons that follow, I find that MLS breached the duties of procedural and substantive fairness it owed to the tenants. I also find that the Housing Secretariat, through EPIC, breached its duty of substantive fairness.

Procedural Fairness

213. Procedural fairness focuses on how the City makes a decision. The City must give affected parties an opportunity to meaningfully participate in its decision-making process. City staff must give clear reasons for their decisions. The City must provide parties with information about how to review or appeal decisions that affect their rights and interests.

MLS Did Not Properly Document the File

214. Keeping notes is a critical means of recording, documenting and sharing information during an investigation. Notes are also used to justify decisions, and to help bylaw officers testify in court, should they need to. The Notebooks and Case Management SOP establishes MLS' expectations for what information bylaw officers will document, how they will document it, and how their work will be reviewed by supervisors.
215. MLS' documentation of this service request fell far short of the standards expected of MLS staff.
216. MLS failed to document evidence that should have been included in the file, such as: photographs of the first visit to the building, records of conversations with tenants, and tenant contact information. The file contains almost no detail of MLS' inspections or observations at the building. And the manager did not document their conversations with the tenants' union.
217. The IBMS notes also failed to document the steps MLS took on this file. They did not reference or consider the bylaws at any point. They did not document MLS' findings, the reasons for their findings, or reasons given to the tenants for why MLS was closing its investigation. The notes did not document a critical discussion between the manager and supervisor where they determined that "all options have been exhausted by us." MLS did not create a case file report, or file closing summary, after deciding they would be taking no further action.
218. In general, I found that MLS staff had very little independent recollection of the events that took place or of their activity on this file. They relied heavily on their notes, which were already sparse.

219. Despite MLS management's ongoing involvement in this file, they did little to ensure the quality of MLS' documentation of this service request. At a minimum, management should have reviewed the notes on the file to understand what had taken place up to that point, and to review the lead officer's work on the file.
220. The monthly one-on-one check-ins that the supervisor was supposed to hold with the lead officer also did not take place throughout the course of this file.
221. This lack of supervision occurred despite the tenants' repeated service requests, with the supervisor and manager fully aware that all of the tenants were living without heat and hot water, and some without power, and that the landlord planned to fully shut off their water in December 2023.
222. Case file documentation provides management with insight into a bylaw officer's work and decision-making processes. It is a critical tool for reviewing bylaw officers' performance. Management should have been able to spot problems in the case file about how staff handled this service request, but management never reviewed the file or raised issues with the lead officer and never documented the file properly themselves.
223. I cannot help but contrast MLS' response to this service request with the TFS investigation, which was thoroughly documented, reviewed by a supervisor using a standardized checklist, and ultimately achieved its goal to make the landlord comply with the Fire Code. I believe that a more robust, formal process for supervisory review, particularly for Priority 1 service requests, would help to ensure that bylaw officers are meeting the standards expected of them.
224. For the tenants living through this vital service outage, the failure to properly document this file was more than a failure to keep records. It shows that the tenants' evidence and experiences were not considered important.
225. I find that MLS' poor record-keeping prevented the City from responding effectively to the tenants' complaints.

MLS Did Not Clearly Communicate its Decisions or Reasons

226. Providing reasons for decisions is critical to administrative fairness. Parties may not have a right to a particular result, and may receive decisions they do not like, but they have a right to understand why a certain decision was made. Under MLS' policies and SOPs, bylaw officers are expected to communicate the reasons for their decisions to affected parties, including complainants.
227. Throughout this file, MLS made decisions without providing clear reasons to the tenants.
228. MLS decided that they had no role to play in restoring utilities because they determined this issue to be a "civil matter," or a matter between two private individuals to be resolved through a legal proceeding. The term "civil matter" is not defined in the bylaws or SOPs. The lead officer could not tell investigators how they had reached that conclusion, nor could they remember what they told the tenants about how MLS had decided to handle their service requests. There is a dispute as to when and how MLS communicated this decision.
229. The tenants and another bylaw officer who visited the property at the time all said that the lead officer told the tenants that MLS would continue working to restore the vital services. The fact that there is a dispute about how and when this decision was communicated to the tenants supports my finding that MLS' communication of its decision was not clear.
230. Even when the tenants' union directly asked MLS whether there was a bylaw violation at play, MLS staff never provided a clear answer or reasons for its decision to take no action. Similarly, different MLS staff told one of the complainant tenants that they were taking no further action, without providing reasons.
231. MLS' failure to communicate clear decisions and reasons left the tenants confused and frustrated with the City's involvement. They did not understand why the City was leaving them in a building without basic services. They continued calling 311, imploring the City to help them, and did not understand why the City would not help. It is no surprise the tenants lost confidence in the City.

232. MLS' decisions throughout this file ended with no resolution of the service request, despite the mounting hardship faced by the tenants. Given the seriousness of the issue, the number of people affected, and the amount of continued follow-up from tenants and the tenants' union, MLS should have provided this explanation in writing to everyone affected.

MLS Delayed in Responding to the Service Request

233. The City has recognized the urgency of vital services outages by categorizing them as Priority 1 service requests under the Priority Response SOP. Residents have a reasonable expectation that these service requests will be handled on an urgent basis.
234. Despite the requirement under the Priority Response SOP that the lead officer visit the property within 48 hours of the service request, they did not visit the building for more than two weeks.
235. The lead officer did not appear to have been trained on the Priority Response SOP. They did not recall if they were aware of it at the time of this incident. They did not recall being aware of the expectation that they visit the building within 48 hours.
236. While MLS has systems in place to monitor bylaw officer responsiveness, there appears to be a general culture of management disregarding weekly automatically generated reports.
237. The lead officer's delay in visiting the building was not identified or addressed in the monthly one-on-one check-ins that the supervisor was supposed to hold with them, because those check-ins did not take place.
238. These first two weeks were a critical period during this file. In that time, the tenants continued to live in substandard living conditions, without essential services.
239. MLS also delayed in determining whether there was a bylaw violation within 48 hours of their visit to the building. In fact, throughout its response to this service request, MLS never determined whether a bylaw violation existed. I will address this issue in more detail below.

- 240. MLS failed to follow established processes that are designed to provide consistency in its service delivery, and to make sure staff respond to service requests with the required urgency. Residents have a reasonable expectation that MLS will handle service requests within its established timelines.
- 241. MLS' two-week delay in visiting the building and its failure to determine whether there was a bylaw violation within the required timeline was unreasonable.

MLS Did Not Tell Tenants About a Complaints Process

- 242. To exercise the right to complain, people need to know they have a right to complain, and to understand the process that will be followed in assessing and responding to their complaint. This information should not only be available online to those who seek it out, but should also be provided to people who are affected by the City's decisions.
- 243. In this case, it is clear to me the tenants were not satisfied with MLS' handling of their case. They continued to call the lead officer and 311, seeking information and re-reporting their service request.
- 244. MLS staff never told the tenants that they had a right to make a complaint, how to make a complaint, or what they could expect in the complaints process. Without an effective process for escalating their concerns, the tenants spun their wheels trying to convince the lead officer to take action.
- 245. I do not agree with the manager's assessment that providing residents with information about how to make a complaint about a bylaw officer is "awkward." It is a necessary step towards accountability and transparency.

Substantive Fairness

- 246. Substantive fairness focuses on what the City decides, and the fairness of the decision itself. It requires City staff to apply rules consistently and to follow established policies and procedures. It requires decisions to be reasonable, justified, and based on relevant facts, laws and policies.

MLS' Decisions Were Arbitrary and Biased

247. A decision or action is arbitrary when it is made without reference to established rules or standards and instead is based on personal opinions or preferences. Bias refers to a disposition towards one side or another, or towards a particular result.
248. I find that MLS acted arbitrarily at various points throughout its handling of this service request.
249. I also find that MLS was biased in its decision-making. It is notable that almost every action and omission throughout their investigation worked to the benefit of the landlord, and the detriment of the tenants, despite MLS staff's belief that the landlord was likely in violation of the vital services bylaws.
250. Before MLS had even visited the building, they had determined they would not take action on this service request, after concluding incorrectly that TFS had ordered the utility shutoff. They did not verify this information or confirm what effect, if any, an order by TFS to shut off utilities had on their power to order the landlord to restore services. They simply assumed that they had no power to do so.
251. MLS could not give us an answer as to why they waited two weeks to visit the building. Their delay in visiting the building was, to me, another sign of a bias to take no action in response to this service request.
252. Under the SOPs, MLS' purpose in visiting the building should have been to investigate the vital services outage. Instead, they visited the building with the arbitrary intention of "mediating" the dispute between the tenants and the landlord. They ignored the bylaws they were tasked with enforcing, which require the landlord to repair and restore services as quickly as possible. They ignored the tenants' experience, that of living in housing that was inadequate and having to rely on the landlord to fix it.
253. By the time MLS learned that utility providers had shut off the vital services—something the tenants' union had already verified—they once again incorrectly assumed they could take no action.

254. MLS also acted arbitrarily, and with a bias, in how they handled the evidence they received. They relied on irrelevant considerations such as the landlord's insurance delays, and his lack of fault, as reasons to take no action, without regard for the bylaws. The fact that the landlord had not caused the fire appears to have distracted MLS staff from the real issue under the bylaws: whether the landlord was taking immediate action to restore vital services.
255. MLS accepted information at face value without trying to verify it, including the question of who shut off the utilities and why (accepting that TFS had ordered the utility providers to shut the utilities off, when it had not), and the statement from the landlord's insurer that all of the tenants needed to move out of the building.
256. MLS gave significant weight to the landlord's circumstances, and almost no weight to the fact that the landlord was likely in violation of the bylaws, and the tenants were living in an emergency situation with significant ongoing impacts as a result. MLS did not collect evidence that would support the tenants' service request, such as temperature readings, pictures of the building, or tenant interviews.
257. This is not to say that MLS staff had any particular inclination towards the landlord personally, or animus against the tenants. Rather, at every point in this investigation, MLS staff were inclined to take no action. This pattern of inaction compromised MLS' objectivity and impartiality. Objectivity and impartiality are critical for law enforcement officials.
258. The tenants turned to the City believing it would help them get their heat, gas, and power restored quickly as winter was approaching. They had a reasonable expectation that the City would investigate and enforce its bylaws fairly and impartially. Instead, the City almost immediately entrenched itself in a position of inaction. The City applied no meaningful pressure to spur the landlord into restoring the vital services as quickly as possible. It decided early on that it would not take the necessary actions, as required under the relevant bylaws and policies, to address the tenants' service requests.

259. The consequences of the City's arbitrary and biased decision-making were severe for the tenants. They were forced to live in uninhabitable housing, and almost all of them ended up losing their homes. They suffered a significant loss in quality of life and a loss of dignity. They experienced negative physical and mental health consequences.
260. I believe that effective intervention by the City to enforce its bylaws would likely have led to the vital services being restored faster than they were. From the outset, the City did not meaningfully try to enforce its vital services bylaws, or use its resources and legal powers, to have the landlord restore the vital services.

MLS Did Not Try to Answer Critical Questions

261. Substantive fairness requires bylaw officers to conduct thorough investigations which uncover the facts necessary to reach a fair and impartial decision. In this case, there was no dispute that vital services had been shut off at the building. MLS staff generally agreed that this, by itself, would constitute a bylaw violation. A critical issue that MLS had to determine, therefore, was whether the exception to the vital services bylaws applied.
262. The exception to the vital services bylaws allows for an owner to disconnect certain vital services where it is necessary for repairs or alterations to the unit, and only for the minimum period necessary.⁴⁷
263. To resolve this issue, MLS had to determine: 1) Why were the utilities shut off? 2) What work was required to restore the vital services? and 3) What was the minimum necessary time to complete the work? I find that MLS did not try to answer these questions by gathering the necessary information.
264. After MLS concluded, incorrectly, that TFS had ordered the utility shutoff, they did not contact TFS to verify this information, or to ask why the utilities had been shut off and what was required in order to restore them. They only made these inquiries after the tenants' union, an organization of volunteers, did the work themselves.

⁴⁷ I am referring to the exceptions set out in Toronto Municipal Code Chapters §629-32 and § 835-8. Note that these sections are not identical.

265. MLS staff did not verify the claim by the landlord's insurer that the units had to be vacant in order to proceed with "repairs." This is partly why the City decided not to try to get the utilities restored. But this information was incorrect. The work of replacing the furnaces and replacing the electrical wire in the room where the fire had taken place did not require tenants to move out. In fact, one tenant remained in the building throughout the repair process without needing to move.
266. Even after the lead officer had finally contacted the utility providers, they got only the vague response that the vital services had been shut off "for safety reasons," and that "repairs must be completed before vital services can be turned back on." They did not inquire further into the actual reasons for the vital service shutoffs, what repairs were specifically needed to restore the vital services, or the process for restoring vital services.
267. There is no indication, from the written record or our interviews, that MLS staff considered the exception to the vital services bylaws. Had MLS considered it, they would have had to make further inquiries to determine whether the vital services shutoff was in fact necessary for repairs or alterations, and what the minimum necessary time for repairs would be. This would likely require them to obtain an opinion from someone with technical expertise on these vital service systems, which is outside the knowledge of general bylaw officers.
268. There is no clear process set out in the SOPs, or resources available for bylaw officers to obtain the necessary expertise to determine whether a vital service shutoff is necessary, or the minimum necessary time for the shutoff.
269. Applying the exception would require bylaw officers to establish clear timelines for completing work, as well as ongoing monitoring and follow-up by a bylaw officer to ensure that the landlord remained in compliance with the bylaw. These issues are not addressed in the Vital Services SOP.
270. I also note that the lead officer was not trained in the vital services bylaws and did not understand how to apply the exception to the bylaws.
271. Ultimately, my office learned from the utility providers that the gas was shut off due to a regulatory requirement, and the hydro was disconnected because of potential hazards. These systems needed to be inspected and repaired as necessary before they could be restored.

272. Had MLS properly investigated the reasons for the vital services shutoff, and the time needed for repairs, there is a strong possibility they would have determined that the required repairs were relatively minor, inexpensive, and could be completed quickly. This information would also have been relevant to their enforcement decisions.
273. I find that MLS' failure to properly investigate and answer these critical questions breached the City's duty of substantive fairness.

MLS Did Not Answer the Question of Whether There was a Bylaw Violation

274. Before MLS can take any action to enforce bylaws, it must determine whether a bylaw violation exists. To do so, it must investigate a service request by interviewing witnesses and gathering evidence.
275. I find that MLS breached its own policies and procedures when it failed to determine whether the vital services outage constituted a bylaw violation.
276. There is no mention of the pertinent bylaws in the MLS lead officer's notebook or IBMS notes. MLS staff did not discuss the relevant bylaws with one another. MLS staff never considered the exception to the vital services bylaws. MLS did not apply the bylaws to the evidence they had gathered. The lead officer was not trained on the vital services bylaws, the General Investigations SOP, or the Priority Response SOP. As a result, the lead officer did not know how to interpret or apply the vital services bylaws.
277. Even after the tenants' union explicitly asked MLS to determine whether there was a bylaw violation, they did not do so.
278. MLS' failure to identify the relevant bylaws, or the elements of the bylaw offences, led to arbitrary decision-making. MLS staff did not know what rules and standards to apply in their investigation. There was no structure to their investigation. They did not understand what evidence they needed to gather, what evidence was relevant to their decision-making, or how to consider the evidence they received.

279. Ultimately, MLS never established whether there was a bylaw violation, or whether the exception to the vital services bylaws applied. This was a necessary step for MLS to take any further action to address the vital services outage. For example:
- If MLS had determined that there was no bylaw violation at all, then they should have taken the steps to close the file and communicate their decision to the tenants and the landlord.
 - If MLS had determined that the exception to the vital services bylaws applied, then they should have established timelines for compliance and follow-up to ensure that the landlord was doing the work as quickly as possible. They should have communicated this decision to the tenants and the landlord.
 - If MLS had determined that a bylaw violation existed, they should have moved on to consider what enforcement action would be most effective to bring the landlord into compliance as quickly as possible.
280. I recognize the challenges of regularly referring to and applying policies and SOPs when a bylaw officer has to sort through dozens of policies that do not apply to their day-to-day work, as the lead officer told my investigators. MLS must make it easier for staff to follow their policies and SOPs.
281. MLS' failure to determine whether there was a bylaw violation had serious consequences for the tenants. While they lived for months without hot water, heat and power, they were unaware that the City was engaged in a flawed process that could not bring them the results they hoped for or reasonably expected. When they realized that the City was not going to do anything to help them, they made the difficult decision to leave their homes.

MLS' Decision Not to Take Enforcement Action Was Not an Exercise of Discretion

282. The MLS manager told my investigators that the decision not to take enforcement action was an exercise of discretion. I disagree. MLS' decision not to take enforcement action was arbitrary and biased, not an exercise of discretion.

283. Here I am using the term “discretion” to specifically refer to MLS’ ability to decide on what enforcement action it will take, and its ultimate decision not to take enforcement action in this case. While bylaw officers have a degree of freedom to decide on what enforcement action to take, “discretion” does not authorize them to make any decision they want. Instead, discretion must be exercised based on relevant considerations, and in a manner consistent with the relevant rules and their intended purpose.
284. To exercise discretion not to take enforcement action, there must first be a determination that a bylaw violation exists.
285. MLS staff had not resolved the question of whether there was a bylaw violation and, therefore, could not exercise discretion with respect to enforcement.
286. MLS’ Bylaw Compliance & Enforcement Policy establishes a robust framework to guide bylaw officers in the exercise of discretion. It identifies the principles of consistency, fairness and equity, clear and transparent communication, and proportionate and risk-based responses, as key considerations in the exercise of discretion. The policy directs staff to “consider and weigh the impacts of enforcement action in each case.”
287. There is no sign that staff considered or balanced various factors to decide to exercise discretion, as required by the Bylaw Compliance & Enforcement Policy. There is no documentation on the file of a decision to exercise discretion or of the factors MLS staff considered in determining whether to enforce the bylaws.
288. If MLS exercises discretion not to take enforcement action in the face of a serious, ongoing bylaw violation, it must ensure that affected parties understand why. MLS did not communicate a decision to exercise discretion, or the reasons for that decision, to the affected parties. When MLS staff told the tenants’ union and one of the tenants that they were taking no further action, they did not explain that they had decided to exercise discretion not to take enforcement action.

289. MLS staff did not take equity considerations into account, such as the impact that the vital services outage had on the tenants as racialized, low-income, and otherwise marginalized people. For example, some of the tenants wanted to leave the building shortly after the vital services outage began, but were unable to find new housing until January 2024, due to their low income and the lack of alternate housing options. They had no choice but to live in substandard living conditions for four months.
290. Importantly, MLS did not take a “proportionate and risk-based response.” MLS staff did not consider the health and safety of the tenants, which the policy describes as a “top priority.” They had not collected evidence about the impact of the vital service outage on the tenants that would inform their decision. The vital service outage caused significant, ongoing harm to the tenants. It resulted in the loss of most of their homes. MLS did not consider ways that the landlord could reduce the tenants’ hardship while repairs were completed. In the meantime, the actual work to restore the vital services did not begin until more than five months after MLS first became involved.
291. Discretion is not a substitute for an investigation. Discretion must be exercised with a full appraisal of the facts after a reasonably thorough and impartial investigation.
292. Also, if the landlord was unable or unwilling to comply with an Order, MLS had more tools to bring the landlord into compliance, including the power to perform the necessary work themselves through remedial action. MLS did not consider this enforcement option as required under the SOP.
293. For these reasons, I find that MLS’ decision not to take enforcement action was more consistent with arbitrary and biased decision-making than an exercise of discretion.

EPIC Does Not Have Clear Policies for its Emergency Services

294. Clear policies and procedures ensure that decision-making is consistent, transparent, equitable, effective, and compliant with laws and other relevant policies. They are a cornerstone of substantive fairness.

295. I find that the EPIC Program Model is not a clear policy because it does not address EPIC's role in providing emergency services, and it does not address the use of discretion by EPIC staff. I also find that EPIC does not have policies to guide its delivery of emergency services to tenants at risk of displacement.
296. As the main policy document that sets out mandate, services, eligibility, and points of access, the EPIC Program Model frames EPIC as an eviction prevention program which provides case management services to keep tenants housed, preserve affordable housing stock, and provide support in rehousing tenants where necessary.
297. However, EPIC also provides emergency response services via TEM. This is a very different role than those set out under the EPIC Program Model. For example, in its emergency response role, EPIC serves people who have already been displaced and need emergency housing. EPIC has no policies to guide its emergency response services.
298. EPIC needs an up-to-date, clear and comprehensive policy document that clearly sets out who it serves, all of the services it provides, and how to access those services.
299. In my view, the EPIC Program Model also fails to address the use of discretion. Housing Secretariat management told us that EPIC should have exercised discretion to at least consider its available resources in deciding whether to serve the tenants in this case, but EPIC staff told us they did not have discretion. The EPIC Program Model does not empower and guide EPIC staff to act in the way their management expected them to.
300. I will address this issue of discretion in the EPIC Program Model in greater detail when I consider the Toronto Housing Charter, below.

301. I also find that the policy setting out the relationship between TEM and EPIC is not clear. EPIC staff struggled to explain why it would not apply to the tenants in this case, or why EPIC could not refer a matter to TEM itself. Importantly, some staff did not understand the specific policy basis for the conclusion that the tenants were not eligible for emergency services. It did not help matters that the Emergency Human Services Policy is out of date, and that most of the City divisions named in that policy no longer exist. While TEM is in the process of reviewing and revising its policies, it is important for EPIC to provide input on the policy and to ensure that its role is clear.
302. I believe that this lack of clear and up-to-date policies led to poor communication on EPIC's part. When EPIC replied to the Housing Secretariat contact (the person who communicated with MLS on behalf of their division), their explanation was confusing, incomplete, and not grounded in policy. The reason for the decision not to help was that the tenants were not eligible under the EPIC Program Model because they had not received an eviction notice. The comments about the tenants being impacted "due to landlords own actions" [*sic*], or the situation being a "legal matter" were not relevant factors.
303. After its interaction with EPIC, the tenants' union was left feeling angry and alone in supporting the tenants. I can understand this frustration. EPIC's response to the tenants' union (that the community agency who had previously delivered services in support of rooming house tenants facing displacement was no longer operating) was not entirely correct. EPIC was, in fact, providing these services to tenants facing displacement; however, staff were only delivering these services in support of TEM's emergency response protocol.
304. A clearer decision-making framework would have allowed EPIC to better understand and communicate its reasons for not offering services. The tenants may not have been happy with the outcome, but with clear reasons for its decision, and a clear grounding in policy, EPIC's decision could have been fairer.
305. As a matter of public accountability and transparency, EPIC should, at the very least, publish basic information about the emergency services it provides.

306. I am encouraged to learn that Housing Secretariat management recognizes the need for clear and updated policies to guide its delivery of tenant support services, including the EPIC program. The Housing Secretariat has already taken concrete steps to carry out this work by securing funding to hire dedicated staff to work on this project. It will be critical that the revised policies for EPIC's services are consistent with the principles of administrative fairness, and the right to adequate housing.

Epic Delayed in Responding to MLS' Request for Service

307. Substantive fairness requires administrative decisions to be made in a timely way. As an eviction prevention program, and particularly one which delivers emergency services through its relationship with TEM, it is to be expected that many requests for support from EPIC will require urgent attention.
308. An unreasonable delay in EPIC providing services can cause undue stress on residents relying on EPIC to maintain their housing and could potentially lead to eviction if they do not receive service in time. For tenants who have been displaced from their homes, or are at risk of displacement, a delay in decision-making could result in unnecessarily prolonged homelessness or living in unsafe housing conditions.
309. EPIC's policies do not set out standards for response times. The Housing Secretariat's Customer Service Standards required EPIC to reply to both the tenants' union and the Housing Secretariat contact's requests for support within 48 hours. The EPIC staff we spoke to were not aware of the division's Customer Service Standards.
310. MLS' request for EPIC support, on behalf of the tenants and through the Housing Secretariat contact, was an urgent request. EPIC staff were aware that tenants were living without vital services, including heat, with the winter months approaching.
311. And yet, EPIC staff waited a month to reply to this request.

312. This was an unreasonable delay in responding to an urgent request for service, and it was not in keeping with the Housing Secretariat's own service standards. Every day that EPIC waited to reply to the Housing Secretariat contact was another day the tenants spent living without basic services, in uninhabitable living conditions.

Toronto's Housing Charter and the Right to Housing

313. When the City updated its Toronto Housing Charter ("Housing Charter") in 2019, it recognized adequate housing as a human right, and committed to progressively realize the human right to adequate housing.⁴⁸ This commitment applies across the City's public service, including MLS and the Housing Secretariat.
314. The City created Ombudsman Toronto's Housing Unit as part of a system to hold the City accountable to its commitments under the Toronto Housing Charter. By recognizing housing as a human right, the City has assumed obligations to progressively realize that right for all Torontonians.
315. We use the word "obligation" to broadly describe what we expect of the City when we investigate its policies, procedures, programs, and all other housing-related action it takes. We are not referring to technical legal obligations. We are holding the City to account for the promises it has made to advance the right to adequate housing.⁴⁹
316. Ombudsman Toronto has developed a Housing Rights Framework, which we apply to assess whether the City's actions are consistent with the Toronto Housing Charter and a human rights-based approach to housing. This tool sets out our method for assessing the City's actions.

⁴⁸ City of Toronto. HousingTO 2020-2030 Action Plan, Toronto Housing Charter – Opportunity for All. <https://www.toronto.ca/wp-content/uploads/2022/02/948f-Toronto-Housing-Charter-2020.pdf>. Accessed April 22, 2025.

⁴⁹ For clarity, we are not giving the City legal advice about its legal obligations.

317. Our framework identifies three main components of the human right to adequate housing as set out in the Toronto Housing Charter: Adequacy, Non-Discrimination, and Participation and Inclusion.
318. If the actions of the City have negatively affected people in one or more of these components, we then consider whether the City met its obligation to progressively realize the right to adequate housing, based on a series of guiding principles derived from the Toronto Housing Charter.
319. Many of the problems with MLS' handling of this case have both administrative fairness and right to adequate housing implications. In this case, the City's actions engaged both the adequacy and participation and inclusion components of the right to adequate housing. I found no evidence to suggest the City's actions engaged the non-discrimination component of the right to adequate housing.

Adequacy

320. The Toronto Housing Charter recognizes a right to housing which is adequate to support residents' dignity and well-being, with regard to their specific needs. The adequacy of housing is assessed through the following, internationally recognized criteria:⁵⁰

- security of tenure
- habitability
- affordability
- availability of services
- appropriate location
- cultural adequacy
- accessibility

⁵⁰ Toronto Housing Charter, above, p. 23, bullet points 1, 2, 3, 4 & 5.

MLS

321. Municipal bylaw enforcement is one of the areas where the City has a direct role in ensuring the adequacy of housing. Many of these criteria are addressed in City bylaws, including the vital services bylaws. MLS' inaction, in part, deprived the tenants of housing that was secure, affordable, habitable, and equipped with basic services.
322. Before the fire, the tenants lived in rent-controlled, affordable, habitable housing, and were protected from unfair eviction under the *Residential Tenancies Act*. After the vital services were shut off, they lived in unsafe, uninhabitable conditions, and were unable to meet their basic needs. They found this ordeal to be degrading and it impacted their mental and physical health.
323. Ultimately, ten of the eleven tenants in the building could not tolerate these uninhabitable living conditions. They lost their homes, moving to housing that was less affordable and more precarious. The one tenant who remained in the building throughout the winter, without heat or running water, endured six months of terrible living conditions.
324. While it was the landlord's responsibility to restore the vital services as quickly as possible, MLS was responsible for spurring the landlord to action. MLS even had the power to complete the repairs itself, had this been necessary. This is MLS' role as it relates to the right to adequate housing.

Housing Secretariat

325. I also find that EPIC's refusal to provide service to the tenants engaged the adequacy component of their right to adequate housing.
326. On two occasions, EPIC was told of the dire circumstances the tenants were facing. The tenants' union and City staff both made separate requests for EPIC to help the tenants. It was clear that the tenants were living in unsafe, uninhabitable conditions, and were at risk of displacement. EPIC staff acknowledged this. On both occasions, EPIC refused to provide service.

327. While the permanent displacement of the tenants could have been avoidable if MLS had been more effective in responding to this complaint, EPIC had a role to play in finding temporary housing while the building remained without vital services, or, if necessary, permanent relocation.

Participation and Inclusion

328. The Toronto Housing Charter recognizes the right of all residents to effectively participate in decisions and policies which affect their housing.⁵¹ This includes informed participation, meaningful engagement and the ability to understand the decisions made by the City.
329. I recognize the need for MLS to make enforcement decisions based on an impartial assessment of evidence, the relevant bylaws, and its policies.
330. Nevertheless, MLS makes decisions that have an impact on people's housing. To the extent reasonably possible, it has an obligation to meaningfully engage with people, consider the information it receives, and communicate its decisions to people whose housing is affected. Impacts on the right to adequate housing should be centred in the City's decision-making,⁵² and meaningful engagement informs the City's understanding of those impacts.
331. MLS' decisions had the potential to make the tenants' homes habitable again, and to prevent them from losing their housing. The tenants should have had a voice in MLS' decision-making process.
- 332.** I find that MLS' actions engaged the participation and inclusion component of the right to adequate housing.

⁵¹ Toronto Housing Charter, above, p. 23, bullet point 6.

⁵² Toronto Housing Charter, above, p. 24, para. 2

The City Failed to Follow the Guiding Principles of the Right to Adequate Housing

333. Having determined that both the adequacy and participation and inclusion components of the right to adequate housing have been engaged, I will then consider whether MLS and the Housing Secretariat's actions were consistent with the City's commitment to progressively realize the right to adequate housing. To determine whether the City met its obligations under the right to adequate housing, we focus on the most relevant of the seven guiding principles of our Housing Rights Framework. These principles informed both my decision-making and my findings.

The **seven guiding principles** of our Housing Rights Framework are:

- human rights impacts are the primary consideration in City actions that relate to housing;⁵³
- using all appropriate means;⁵⁴
- using maximum available resources;⁵⁵
- prioritizing those in greatest need;⁵⁶
- promoting meaningful engagement;⁵⁷
- collaboration with other orders of government;⁵⁸ and
- environmental sustainability and resilience⁵⁹

⁵³ Toronto Housing Charter, above, p. 24, paras. 1 & 2.

⁵⁴ Toronto Housing Charter, above, p. 24, para. 1.

⁵⁵ Toronto Housing Charter, above, p. 24, para. 9.

⁵⁶ Toronto Housing Charter, above, p. 24, paras. 1 & 4.

⁵⁷ Toronto Housing Charter, above, p. 24, paras. 8 & 10.

⁵⁸ Toronto Housing Charter, above, p. 24, para. 2 at para. 13.

⁵⁹ Toronto Housing Charter, above, p. 22, referencing "sustainable and inclusive communities."

MLS

Human Rights Impacts Were Not the Primary Consideration⁶⁰

334. The human rights impacts on the tenants were not a primary consideration for MLS in their response to this vital service outage. MLS' response to this service request was inconsistent with a determined effort to support the tenants in realizing their right to adequate housing. MLS' lack of meaningful engagement with the tenants left them with little understanding of the human rights impacts the tenants were experiencing, or how to alleviate them.
335. Other considerations, such as the landlord's insurer's delay in processing his claim and the fact that he had not caused the initial vital services outage, factored heavily into MLS' decision not to take any action. Those considerations should not have taken precedence over the human rights impacts on the tenants, which were not considered at all.
336. At various points in their notes, MLS staff reproduced the landlord's language which described tenants as "refusing to leave," "not complying and not willing to move anytime soon," and "refusing all assistance." By November 2023, MLS' role had been reduced to receiving updates on the progress of the tenants' union in finding new homes for the tenants. MLS did not view their role as supporting the tenants in exercising their human right to remain in a safe, habitable home.
337. MLS instead accepted the displacement of the tenants as a reasonable outcome. It privileged the landlord's financial interests, namely his delay in receiving payment from the insurance company, over the tenants' right to adequate housing.
338. I am concerned that, with the exception of one manager's unsuccessful attempt to seek support from EPIC two months after the fire, MLS did not take steps to help the tenants access housing resources when they first decided they would take no further action. By choosing not to act, MLS left the tenants in housing without essential services.

⁶⁰ Toronto Housing Charter, above, p. 24, paras. 1 & 2.

339. While I agree with MLS staff that they do not have the expertise or resources to act as housing caseworkers, they should be at least be empowered to connect tenants with services that can help them find alternate temporary or permanent housing, or shelter space.
340. I believe that part of the reason that the human right to adequate housing did not factor into MLS' decision-making is that the SOPs do not mention the Toronto Housing Charter, or the human right to adequate housing. Bylaw officers who work in rental housing enforcement need guidance on the human right to adequate housing, and how it relates to their work.
341. In this case, it would have been appropriate for MLS staff to connect the tenants with housing support services as soon as they understood that the tenants were likely to face a prolonged vital services outage, and especially after deciding that they would not be taking action. Leaving the tenants in inadequate living conditions for an unknown period was inconsistent with the City's commitment to progressively realizing the human right to adequate housing.

MLS Did Not Promote Meaningful Engagement⁶¹

342. "Meaningful engagement" requires the City to ensure that residents have input on decisions that affect them, and that their views are acted upon as much as possible. I find that the City did not meaningfully engage with the tenants when responding to their service requests.
343. MLS did not interview the tenants, consider them to be relevant witnesses, or document many of its interactions with the tenants or the tenants' union. It did not investigate the tenants' claims, including the claim that the fire damage was minor and did not require them to leave. MLS did not clearly communicate its decisions or reasons to the tenants so that the tenants could understand MLS' actions. Even as tenants continued to express their frustration with MLS, the division did not share information about how to escalate a complaint if they were unhappy with its decisions.

⁶¹ Toronto Housing Charter, above, p. 24, paras. 8 & 10.

344. MLS did not ask about the impacts of the vital service shutoff on the tenants or what they needed to reduce those effects. These factors were not considered in MLS' decision-making, including the imminent risk that the tenants would lose their homes.
345. At various times MLS staff described the involvement of the tenants as a hindrance. They viewed the tenants' presence at the building as a threat to their own personal safety when they visited on September 28, 2023, because of the tenants' frustration and growing conflict with the landlord.
346. The reason for the tenants' frustration, however, was that their human right to adequate housing was not being met.
347. The lead officer also dismissed the tenants' union's efforts to push MLS to act as "biased" and believed they were "only there for the tenants." The lead officer was unreceptive to the idea that it was reasonable for the tenants to advocate for their right to adequate housing.
348. The tenants had no voice in MLS' decision-making. MLS did not seek input from them, and when they were able to make their views and experiences known, MLS did not act.

MLS Did Not Use All Appropriate Means⁶²

349. I find that MLS did not use all appropriate means to realize the tenants' human right to adequate housing. The vital services bylaws give MLS staff investigation and enforcement powers to bring owners into compliance, and yet they failed to use the range of tools available to them to return the building to a safe, habitable state, and to preserve the tenants' housing.
350. One of the tools available to MLS staff was remedial action, which would have allowed them to arrange for the repairs themselves and charge it back to the landlord.

⁶² Toronto Housing Charter, above, p. 24, para. 1.

351. Another tool would have been to obtain an expert opinion on the necessary work, which would have likely revealed that the work was neither complicated nor costly.
352. Bylaw officers could have used orders to establish timelines and put pressure on the landlord to complete repairs in a timely manner.
353. They could have communicated expectations to the landlord to take measures to reduce the hardship on the tenants while repairs were completed, such as providing a generator, bottled water, or portable washroom facilities.
354. And still, MLS did not use any of the tools at their disposal.
355. Under the HousingTO Action Plan (the City's blueprint for realizing the human right to adequate housing), one of the City's key strategies to preserve existing affordable housing stock is to "Ensure Well-Maintained and Secure Homes for Renters."
356. The City has committed to "Protect tenants in private rental buildings by... [c]ontinuing to measure, protect and preserve multi-tenant dwelling homes including security of tenure for their tenants."⁶³
357. MLS' handling of this service request was a significant contributing factor to the displacement of many of the tenants, and the loss of at least eight affordable rental homes. I find that MLS did not live up to its role under the HousingTO Action Plan.
358. I recognize that this situation was confusing, and at the time of this incident the MTH Team was understaffed. I also recognize the challenges of navigating large organizations such as Enbridge Gas or Toronto Hydro to try and figure out why the utilities had been shut off and what needed to happen to restore them. I note that, while MLS' Vital Services SOP addresses situations where a landlord intentionally shuts off utilities, or where utility bills have not been paid, it does not explicitly address situations where vital services have been shut off by a third party. In this respect, MLS staff lacked clear guidance in how to approach the vital services shutoff.

⁶³ HousingTO 2020-2030 Action Plan, above, p. 67, Action 36c.

359. MLS staff felt strongly that having a contact or liaison within major utility providers would have made it easier to get information quickly. They felt that having resources available to understand the process for restoring vital services, and MLS' role, would help them to respond more effectively. The division should consider its staff's suggestions.
360. I also believe that the City's response would have been more consistent with the principle of using all appropriate means if there had been more interdivisional collaboration. As I will discuss below, it should have been clearer to MLS staff what resources were available within the City to support these tenants, how to access those resources, and when to access them.
361. During this investigation, we learned about the Rooming House Emergency Response Plan ("RHERP"), the City's primary plan for responding to sudden or imminent multi-tenant home closures.⁶⁴
362. The RHERP establishes a coordinated response to multi-tenant home closures, including vital service shutoffs and sets out the role of various City divisions, including TFS, MLS, Toronto Building (formerly the Building Division) and external service providers. While MLS and Toronto Building would work to get repairs completed and utilities restored, other service providers would support tenants with housing assistance.
363. The RHERP provides an example of what should have happened under a human rights-based approach to housing, when the City first became aware of 11 multi-tenant home tenants living without vital services after a fire in their building.
364. The RHERP has not been updated since 2005, and there have been significant reorganizations within the City which make it unclear who owns that plan.
365. For all intents and purposes, the RHERP is dead on the vine.

⁶⁴ City of Toronto. "Caring for Toronto Residents Displaced as a Result of Neighbourhood Emergencies: Review of Recent Events and Proposed Strategies", March 30, 2010, p. 22.

366. It is disappointing that the City allowed such an important plan to protect some of the City's most vulnerable residents to fall into obscurity.
367. I believe the RHERP would be a useful blueprint for developing an updated, coordinated plan to support multi-tenant home tenants at risk of displacement, while prioritizing tenants' human right to adequate housing and the preservation of affordable housing in the City.

Did Not Prioritize Those in Greatest Need⁶⁵

368. The principle that the City will prioritize those in greatest need recognizes that certain groups, especially historically marginalized groups, experience greater disadvantage in the housing market than others. The City must focus resources, programs and policies on the people most vulnerable to housing precarity.
369. MLS staff, particularly those with the MTH Team, must understand that multi-tenant home tenants are among the most vulnerable tenants in the City, due to poverty and the overrepresentation of marginalized groups. They rely on their housing and have very few options if it is lost. They face a greater risk of homelessness than other private market tenants.⁶⁶
370. MLS staff did not consider the tenants' circumstances as low-income and otherwise marginalized people. All of the tenants were Black people, and almost all of them were newcomers. Several of them were people living with disabilities. One was seven months pregnant. All of these overlapping factors made it harder for them to cope with the expense, disruption and health impacts of the vital services outage. It also forced them into the difficult position of having to choose between living in inadequate housing or being displaced into deeper housing precarity.

⁶⁵ Toronto Housing Charter, above, p. 24, paras. 1 & 4.

⁶⁶ Ontario Human Rights Commission. "Right at home: Report on the consultation on human rights and rental housing in Ontario." May 28, 2008. <https://www3.ohrc.on.ca/en/right-home-report-consultation-human-rights-and-rental-housing-ontario/systemic-and-societal-human>. Accessed April 25, 2025.

371. The tenants in this case were particularly vulnerable. This made it all the more important for the City to respond effectively and to work to preserve their housing.
372. MLS did not consider the tenants' extreme living conditions in its decisions to allocate, or not to allocate, resources in this case. They waited for more than two weeks to attend the building. They did not investigate the potential bylaw violation. They put none of their enforcement resources towards resolving the vital services outage, which fell squarely within their mandate.
373. MLS should have done everything within its power to enforce the City's bylaws and get vital services restored as quickly as possible for this group of tenants.
374. I find that MLS did not prioritize those in greatest need in its response to this vital services request.
375. For these reasons, I find that MLS' response to this urgent service request was inconsistent with the progressive realization of the human right to housing for all residents.

Housing Secretariat

376. Before I consider EPIC's actions under the Toronto Housing Charter's guiding principles, it is important to recall City Council's December 2022 direction to the Housing Secretariat to report back with "...a set of recommendations aimed at supporting tenants in the event of required emergency relocations and/or unit closures."⁶⁷ This direction was in the context of the creation of the City's new Framework for Multi-Tenant (Rooming) Houses.
377. The Housing Secretariat has not brought its recommendations to Council, although management told my investigators that they intend to present recommendations in 2025. I will address the need for these recommendations, and some additional considerations, below.

⁶⁷ CC2.1 - 2023 Housing Action Plan, above, para. 60.

Human Rights Impacts Were Not the Primary Consideration

378. For its part, I find that EPIC also did not treat human rights impacts on the tenants as a primary consideration when it declined to provide them service. This is not to say that EPIC was required to serve the tenants because they were experiencing human rights impacts. Rather, human rights were not a starting point, or a central consideration, in EPIC's decision-making.
379. I do not blame EPIC staff for this shortcoming. Their ability to take human rights considerations into account was limited by policies that do not clearly allow them to exercise discretion to take human rights impacts into account.
380. As a result, EPIC's decision-making focused on technical questions of eligibility, rather than human rights-based considerations such as the impacts on the tenants' human right to housing, the support that the tenants needed, the resources available to support them, and whether resources were available.
381. This is not to say that the City cannot make decisions about how to prioritize resources, by targeting programs towards certain groups and establishing eligibility requirements for those programs. Rather, there has to be some degree of flexibility to respond to circumstances that are not strictly accounted for by a policy, but which involve the human right to housing and are closely related to the spirit and intended purpose of those policies.
382. EPIC staff had not been trained on the Toronto Housing Charter. It is critical that City staff delivering housing services understand their role in supporting the City to progressively realize the right to adequate housing.

Did Not Consider Maximum Available Resources⁶⁸

383. The Toronto Housing Charter requires the City to dedicate and prioritize resources towards the realization of the right to adequate housing. EPIC plays a critical role in distributing those resources, by helping tenants to maintain their housing and find housing. In the context of a housing market where rent is unaffordable for many people, the challenge for a program like EPIC is that there will always be far more demand for service than there will be resources available.
384. Under the progressive realization of the right to adequate housing, the expectation is not necessarily that EPIC must serve every person who asks for help. The expectation is that they will use the resources they have available to the fullest extent, and also seek the resources necessary to fulfil their role.
385. EPIC must have a principled basis on which to allocate the resources assigned to it by City Council, including money and staff.
386. EPIC staff did not believe they had discretion to serve the tenants who are not facing a formal eviction process. Under the EPIC Program Model, this discretion is not set out. As a result, EPIC staff did not consider the resources available to assist the tenants. EPIC staff did not consider or explore available program resources to see if their own staff had capacity to assist the tenants. They did not consider the potential cost of supporting the tenants. Instead, EPIC denied the requests for service outright, based on a strict reading of the EPIC Program Model, and EPICs role under the EHS Policy.
387. I find that EPIC did not maximize its available resources to support the tenants in realizing their human right to adequate housing, because it did not consider the resources that were available.

Did Not Use All Appropriate Means

388. I also find that the Housing Secretariat did not use all appropriate means to realize the tenants' right to adequate housing.

⁶⁸ Toronto Housing Charter, above, p. 24, para. 9.

389. EPIC has the knowledge and experience to provide the support that the tenants' union and MLS manager were seeking. They did not provide that support because they did not believe they could.
390. Another critical means of achieving the right to adequate housing is through interdivisional collaboration. In this case, MLS and the Housing Secretariat, and EPIC in particular, were working in silos, with little idea about the other division's role, the resources that were available, and how to access them. This case illustrates the need for interdivisional collaboration to ensure that the City is prepared for vital services outages that put tenants' safety and housing at risk.
391. I am encouraged that the Housing Secretariat is in the process of developing an interdivisional case management table to support residents whose housing is at risk. Under this model, representatives from various City divisions meet regularly, and present complex cases that their division is handling. They seek advice and resources from other divisions and develop plans to support these residents. This is part of the Housing Secretariat's reporting on recommendations to support multi-tenant home tenants at risk of displacement.
392. Of course, EPIC is only one City program, and it does not have to be the only way of providing service to tenants at risk of displacement. The vital services shutoff at the building in this case was precisely the type of "required emergency relocations and/or unit closures" contemplated when City Council directed the Housing Secretariat to report back with a set of recommendations for supporting tenants in multi-tenant homes. This case highlights the urgent need for these recommendations, and a clear pathway to housing supports for rooming house tenants at risk of displacement.
393. Unfortunately, these resources were not in place when the tenants needed them. EPIC's decisions to deny service to the tenants meant that they had to remain in substandard living conditions, some for as long as five months from the first request for service. The City needs to get a plan in place for this kind of situation, as directed by Council.
394. I find that EPIC's denial of service for the tenants was inconsistent with the guiding principles of the Toronto Housing Charter, and that the Housing Secretariat did not live up to the City's commitment to progressively realize the right to adequate housing for all residents.

Conclusion

Conclusion

- 395. MLS plays a critical role in upholding property standards in the City of Toronto and ensuring that residents are safe in their homes. This role is particularly important for vulnerable tenants who are most at risk of living in substandard conditions and have the least ability to change their circumstances.
- 396. The tenants turned to MLS in a time of crisis, believing that the City would be able to help restore their heat, hot water, and power when they were unsatisfied with their landlord's efforts. They relied on the City to take action and respond effectively to their vital services outage.
- 397. Through MLS and the Housing Secretariat, the City's actions were procedurally and substantively unfair. What is more, both divisions acted in a manner that was inconsistent with the City's commitment to progressively realize the right to adequate housing.
- 398. When MLS did take steps to reduce the impact of the vital service outage on the tenants, their requests for support were denied by the EPIC program.
- 399. As a result of the vital services outage, ten out of 11 tenants lost their housing. Some were displaced from their community. Some moved into more precarious housing situations. Most of them are now paying more of their limited money in rent than they were when they lived at the building. The City also lost at least eight deeply affordable units of housing.
- 400. This could have been prevented with a more effective, more coordinated response from the City.
- 401. My role is not to lay blame on individuals, and I do not see the City's shortcomings in its response to this incident as the fault of any specific individual. In some cases, MLS did not have systems in place to ensure that the bylaw officer was following policies and procedures. Where it did have systems, those systems did not work. MLS staff did not have the tools needed to effectively respond to the vital services outage, including information and access to expert knowledge. They had not been adequately trained on the relevant bylaws, SOPs, or the Toronto Housing Charter.

402. It is crucial that every City division whose work touches on the right to adequate housing understands its role and responsibilities in moving the City towards the realization of that right, for all residents.
403. For MLS, the primary role is to uphold basic standards for adequate housing, to preserve affordable housing, and to prevent people from losing their housing due to inadequacy. For EPIC, that role needs to be more clearly defined.

Recommendations

Recommendations

In consideration of the information gathered through this investigation and our findings, I make the following recommendations:

Revising MLS' Policies and SOPs

Recommendation 1: MLS should develop guidance for staff on the types of situations where it may be acceptable to make an exception to the requirement that bylaw officers attend a Priority 1 service request within 48 hours, and that bylaw officers issue an Order within 48 hours of their attendance, as well as factors that should weigh against making exceptions. This guidance should be incorporated into the Priority Response SOP.

Recommendation 2: MLS should incorporate guidelines into its General Investigations SOP for when decisions and reasons should be communicated to complainants in writing, considering factors such as the complexity and urgency of the matter and the vulnerabilities of the affected parties. These guidelines should require MLS to outline the results of the investigation and any relevant factors that informed the decision as set out in the SOPs and the bylaws. As part of this written communication, MLS should include information about how to make a complaint.

Recommendation 3: MLS should update the General Investigations SOP, the Notebooks and Case Management SOP, the Priority Response SOP, and the Vital Services SOP to make specific reference to the Bylaw Compliance & Enforcement Policy when enforcement action is contemplated and/or when officers may be expected to exercise discretion.

Recommendation 4: In consultation with the Housing Secretariat, and as required by the Toronto Housing Charter, MLS should revise its SOPs relevant to rental housing standards enforcement to consider impacts on the right to adequate housing, including preserving affordable housing under the HousingTO Action Plan. This revision process should include the Bylaw Compliance & Enforcement Policy, General Investigations SOP, Priority Response SOP, Remedial Action SOP, and Vital Services SOP.

Developing a Process for Responding to Vital Service Requests

Recommendation 5: MLS should develop a process in the Vital Services SOP for responding to scenarios which fall under the exceptions in Municipal Code chapters § 629-32 and § 835-8. This revision should include guidelines on how to interpret these

provisions, and outline the steps a bylaw officer should take to: 1) accurately determine the minimum time necessary to conduct repairs, 2) communicate deadlines for completing repairs to the landlord, including reminders and follow-ups, 3) reassess whether a bylaw breach exists if the landlord has not met deadlines, and 4) provide tenants with referrals to housing supports in the interim while the landlord is doing repairs.

Recommendation 6: MLS should develop a process for responding to vital service shutoffs ordered by utility providers and incorporate that process into the Vital Services SOP.

Recommendation 7: The processes referred to in Recommendations 5 and 6 should reiterate the need for a “proportionate and risk-based response” under the Bylaw Compliance & Enforcement Policy and explicitly state that evidence of impact on tenants should inform the level of urgency of MLS’ response.

Recommendation 8: The processes referred to in Recommendations 5 and 6 should take the human right to adequate housing into account by prioritizing security of tenure, preservation of affordable housing units, and minimizing impacts on tenants.

Recommendation 9: In consultation with Toronto’s major utility providers, MLS should identify a liaison within each organization whom staff can directly contact for information about vital service shutoffs and to troubleshoot complex cases. The Vital Services SOP should be updated to set out the role of these liaisons and when MLS staff should contact them. MLS should assign a staff position to be responsible for regularly reviewing and updating this contact information to ensure it is up to date.

Improving MLS Training and Supervision

Recommendation 10: MLS should develop a file closure checklist for Priority 1 Service Requests to be completed by supervisors, to ensure that bylaw officers have followed SOPs, adhered to all applicable timelines, exercised discretion appropriately, and met all case management expectations. This checklist should be created and implemented by March 31, 2026.

Recommendation 11: In consultation with supervisors and management, MLS should revise its process for automatically generated reports and identify what information is necessary for supervisors to receive on a weekly basis, and how to present that information in a way that is useful for supervisors.

Recommendation 12: MLS should develop a written procedure for conducting monthly one-on-one check-ins between bylaw officers and supervisors, including expectations for what will be reviewed, how the check-in will be documented, and the

process for addressing performance concerns. Supervisors should be trained on this procedure, and staff should be made aware of the check-in process.

Recommendation 13: MLS should develop and implement a training plan to ensure that all bylaw officers working in rental housing standards receive training on the vital services bylaws. MLS should ensure that all bylaw officers working in rental housing standards receive this training by December 31, 2025.

Recommendation 14: MLS should organize their policy database so that bylaw officers can easily access the policies and SOPs most relevant to their unit. This should be completed by December 31, 2025.

Recommendation 15: MLS should ensure that the revisions made to the Bylaw Compliance & Enforcement Policy, General Investigations SOP, Notebooks and Case Management SOP, Priority Response SOP, Remedial Action SOP, and Vital Services SOP under Recommendations 1–12 are incorporated into training materials for its frontline staff and management working in rental housing enforcement. Bylaw officers working in rental housing enforcement should receive refresher trainings which address these revisions.

Recommendation 16: The City, in its delivery of training on the human right to adequate housing, should ensure that all MLS frontline staff and management who work in rental standards enforcement are trained on the Toronto Housing Charter and the human right to adequate housing by December 31, 2025.

Developing Eviction Prevention in the Community Program (EPIC) Policies

Recommendation 17: EPIC should develop a procedure for the services it delivers through TEM's emergency response protocol. These procedures should define which EPIC services are available, eligibility criteria, response times, and guidelines for the use of discretion.

Recommendation 18: The EPIC Program Model should be updated to include the services EPIC provides under the TEM's emergency response protocol and refer to the relevant policies and procedures which guide the delivery of those services.

Recommendation 19: The City should, in its upcoming revision of TEM's Emergency Human Services Policy, formalize EPIC's role in delivering services. This revision should include information about when EPIC will become involved, eligibility criteria and referral information.

Recommendation 20: The City should publish on its website basic information about EPIC's role in supporting tenants under TEM's emergency response protocol.

Recommendation 21: The Housing Secretariat should consult with Ombudsman Toronto in its upcoming review and revision of EPIC’s policy framework to ensure consistency with the principles of administrative fairness and the right to adequate housing.

Recommendation 22: EPIC should establish their own service standards for response times to service requests, in order to account for the urgency of EPIC’s work.

Recommendation 23: The Housing Secretariat should develop guidelines on exercising discretion in the delivery of EPIC services, including requirements for documenting discretionary decisions.

EPIC Training and Supervision

Recommendation 24: The Housing Secretariat should ensure that all EPIC staff are trained on the Toronto Housing Charter and the human right to adequate housing by December 31, 2025.

Improving the City’s Response to Multi-Tenant Home Closures

Recommendation 25: The Housing Secretariat should fulfil City Council’s direction in CC2.1 – 2023 Housing Action Plan to provide recommendations to support multi-tenant home tenants in the event of unexpected closures, including any necessary requests for funding, bylaw changes, or the creation of new programs by December 31, 2025. The Housing Secretariat should consult with MLS in the development of these recommendations.

Recommendation 26: In implementing Recommendation 25, the City should consider whether to update or replace the Rooming House Emergency Response Plan.

Recommendation 27: The City should provide a status update on the implementation of all these recommendations by November 1, 2025, and quarterly thereafter.

The City's Response to Our Recommendations

As a matter of procedural fairness, we shared a draft of this report with City leadership. We also met with them to give them an opportunity to make representations on our findings and recommendations. They also gave us written comments. We considered their responses and incorporated the information into this report as appropriate.

On May 1, 2025, the Deputy City Manager, Corporate Services, on behalf of the City Manager, wrote that the City accepts our recommendations and is committed to working inter-divisionally to support their implementation.

A copy of the Deputy City Manager's letter is attached as Appendix C.

Ombudsman Toronto Follow-Up

Ombudsman Toronto will follow up with the City quarterly until we are satisfied that the implementation of our recommendations is complete.

Appendices

Appendix A: Housing Rights Framework

In our past work, we have talked about the City's duty of fairness and have held the City to account in how it serves the public. In this document, we talk about the City's obligations to progressively realize the right to adequate housing, in line with Canada's *National Housing Strategy Act* and international law, and how we will hold the City to those obligations.

Recognizing how important the right to adequate housing is, the City adopted a Housing Charter and set up a system for residents to realize this right, including our Housing Unit, the Housing Rights Advisory Committee, and efforts by the Housing Secretariat to action the right to adequate housing internally within the City administration.

In our housing work we will use the word "obligation" to describe what we expect of the City when we investigate its policies, procedures, programs, and all other housing-related action it takes. We are not giving the City legal advice about legal obligations. We are holding it to account for the promises it has made to advance the right to adequate housing.

The Human Right to Adequate Housing

International law recognizes adequate housing as a fundamental human right that is central to people's dignity and well-being. This is established in the International Covenant on Economic, Social and Cultural Rights and the Toronto Housing Charter is based on these principles.

Other international legal agreements, such as the United Nations Declaration on the Rights of Indigenous Peoples, the Convention on the Rights of Persons with Disabilities, and the 1951 Convention Relating to the Status of Refugees, address the specific housing-related rights of certain groups. Ombudsman Toronto will use these international legal agreements to help assess whether the City is living up to its obligation to progressively realize the right to adequate housing.

"Progressive realization" means that, while the City cannot solve the housing crisis right away, it must use all available resources and tools to constantly move forward

and help people realize their right to adequate housing.⁶⁹ As part of this work, the City must measure its progress and do so in a transparent way. We will help to hold the City's Public Service to account on this work.

Canadian laws, including the Canadian Charter of Rights and Freedoms, the National Housing Strategy Act, Ontario's Human Rights Code, the Residential Tenancies Act, the Building Code Act, and the City's HousingTO 2020-2030 Action Plan also inform the Housing Unit's work. The 2020-2023 Action Plan sets out the blueprint for the City to fulfill its commitments under the Toronto Housing Charter.

A Human Rights-Based Approach to Housing Investigations and Reviews

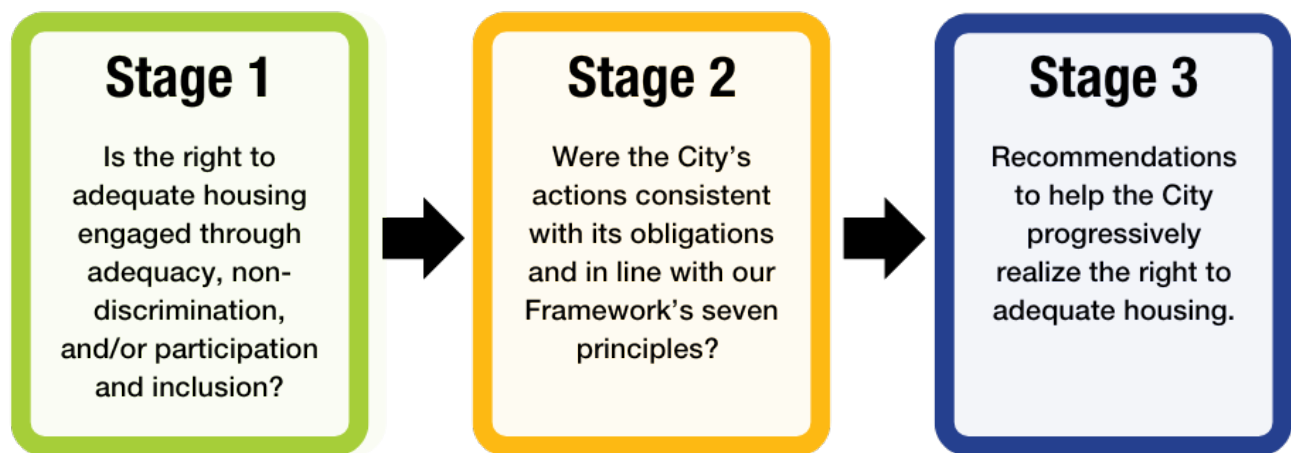
The starting point for evaluating the City's decisions, actions, and inactions regarding housing is the lived experience of different social groups and communities.

The first question we ask is whether the City's actions have negatively affected people in any of the three components of the right to adequate housing. These three components are: adequacy, non-discrimination, and participatory rights. We call this "Stage 1" of our analysis.

If we find the City has negatively affected people in one or more of these three components, we will then consider whether the City's actions are consistent with the obligation to progressively realize the right to adequate housing (the City is obligated to work towards the realization of the right to adequate housing for all residents). We call this "Stage 2" of our analysis. In some cases, we may find that while people have been negatively affected, the City has still met its policy objectives. In other cases, we may find that the City has more work to do.

If we find that the City has more work to do, we will make recommendations to help the City meet its obligations under the right to adequate housing. This is "Stage 3" of our analysis.

⁶⁹ "Progressive realization" refers to Article 2(1) of the International Covenant on Economic Social and Cultural Rights (ICESCR), which requires a government "to take steps...to the maximum of its available resources, with a view to achieving progressively the full realization of the rights recognized in the present Covenant by all appropriate means, including particularly the adoption of legislative measures."



Stage 1: Components of the Human Right to Adequate Housing

Adequacy

To be considered “adequate,” housing must meet specific criteria including security of tenure, habitability, affordability, availability of services, appropriate location, cultural adequacy, and accessibility. Housing must support residents’ dignity and well-being, considering their specific needs.

Non-Discrimination

The Housing Charter promotes equal treatment and protection from discrimination based on grounds protected under Ontario’s *Human Rights Code* (e.g., race, sex, disability). The Housing Charter also protects residents from discrimination based on homelessness or housing status. Ombudsman Toronto will identify systemic inequalities that create barriers to the right to adequate housing by groups who are marginalized.

Participation and Inclusion

Residents must be involved in decisions affecting their housing rights. This includes informed participation, meaningful engagement, and understanding the decisions made. Effective participation is necessary for the City to identify the diverse needs of vulnerable and/or marginalized groups and to develop solutions, in a way that respects residents’ dignity and autonomy.

Stage 2: Guiding Principles for City Decisions and Actions

Seven principles guide the City as it moves towards the realization of the human right to adequate housing. We will assess the City's actions against these principles to determine whether the City has taken every reasonable step to satisfy its obligations under the Housing Charter.

Human rights impacts are the primary consideration: Any action the City takes which has housing implications must be centred around the human right to adequate housing for people affected by the City's action.

Using all appropriate means: The City must use all of the tools and powers available to improve housing outcomes, including policy changes, service provision changes, and improved enforcement practices.

Using maximum available resources: The City must dedicate and prioritize resources, including money, infrastructure, and personnel, towards realizing the right to adequate housing over other demands that do not concern fundamental human rights.

Prioritizing those in greatest need: The City must apply an intersectional⁷⁰ equity lens to address systemic housing disadvantages and prioritize the interests of groups and communities furthest away from exercising the right to adequate housing.

Meaningful engagement: The City has an obligation to ensure residents, especially marginalized groups, are adequately involved in housing decisions.

Collaboration with other governments: The City must work with provincial and federal authorities to advance housing rights through securing greater resources, collaborating in program and service development, and identifying the need for changes to laws to realize the right to adequate housing.

Environmental sustainability and resilience: The City must work to improve the sustainability of both new and old housing and ensure that housing is resilient to climate-related risks, such as increasing severe heatwaves and extreme climate-related events.

⁷⁰ The concept of "intersectionality" has been defined as "intersectional oppression [that] arises out of the combination of various oppressions which, together, produce something unique and distinct from any one form of discrimination standing alone...." Ontario Human Rights Commission, "An intersectional approach of discrimination: Addressing multiple grounds in human rights claims." <https://www.ohrc.on.ca/en/intersectional-approach-discrimination-addressing-multiple-grounds-human-rights-claims/introduction#fn6>. Accessed August 23, 2024.

Stage 3: Recommendations

The recommendations from our investigations will help the City better meet its obligations to progressively realize the right to adequate housing. We make recommendations that are both ambitious and achievable, put people first, and are in line with this framework and the Housing Charter. After we make recommendations, we follow up with the City until they have been successfully implemented.

Appendix B: TFS Inspection File Review



Toronto Fire Prevention Inspection File Review

Section 1

Address		Ward
Inspector	Inspection Type	
Start Date	Clearance Date	

Section 2

Attribute	Evaluation
A: Notice of Violation / Orders / Notices <ul style="list-style-type: none"> Fire Code violations have been cited correctly Prepared and Issued correctly in accordance with applicable SOG Evaluation Criteria Appendix 	<input type="checkbox"/> Meets Expectations <input type="checkbox"/> Improvements Identified* <input type="checkbox"/> Not Applicable
B: Notes / Photos <ul style="list-style-type: none"> Notes, photos and diagrams have been prepared in accordance with Operating Guideline INSP-02.1 – Documentation Evaluation Criteria Appendix Fire Code violations identified in the notes support the offence on the charge date 	<input type="checkbox"/> Meets Expectations <input type="checkbox"/> Improvements Identified* <input type="checkbox"/> Not Applicable
C: Database <ul style="list-style-type: none"> One Step data entry has been completed in accordance with applicable SOG All appropriate tabs have been updated Evaluation Criteria Appendix 	<input type="checkbox"/> Meets Expectations <input type="checkbox"/> Improvements Identified* <input type="checkbox"/> Not Applicable
D: File Management <ul style="list-style-type: none"> Approved TFS forms utilized, included and complete SOG INSP-02.1-Documentation Evaluation Criteria Appendix 	<input type="checkbox"/> Meets Expectations <input type="checkbox"/> Improvements Identified* <input type="checkbox"/> Not Applicable

**See Comments - In accordance with the Job Performance Requirements of NFPA 1031 (Ref. s.1.13.4, s.4.2.1, s.4.2.4, s.4.2.5)*

Captain's Comments / Action Taken*		Discussed With Inspector <input type="checkbox"/>
Captains Name	Captains Signature	Date

Reviewed by Quality Assurance ☐

Page 1 of 2

Section 3

QA Comments / Action Taken

QA Name

QA Signature

Date

Appendix C: City Manager's Response



Paul Johnson
City Manager

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Paul.R.Johnson@toronto.ca
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May 1, 2025

Kwame Addo
Ombudsman Toronto
375 University Ave, Suite 203
Toronto, ON M5G 2J5

Dear Mr. Addo,

Thank you for the opportunity to provide a response to the recommendations included in your report.

The City accepts the recommendations and is committed to working inter-divisionally to support their implementation, and to address service gaps faced by tenants experiencing displacement as a result of vital services outages, as well as other factors. Indeed, there is currently work underway relevant to many of the recommendations.

Thank you for incorporating some of the feedback the City provided to your office. Since this incident that is the subject of the investigation, the Multi-tenant Houses framework and its regulations have been implemented. This work has resulted in policy and program changes, as well as investments that have improved the regulation of multi-tenant houses and the supports and services available to tenants. These changes along with your recommendations will provide better supports and services to tenants living in multi-tenant houses. A summary and overview of these changes and investments are attached to my letter (see Attachment A).

The City is committed to continually improving our work to ensure rental housing is safe, secure, and habitable; and further, that the tenants living in this valuable housing stock are supported through the City's programs and regulatory framework.

Sincerely,

A handwritten signature in red ink, appearing to read "David Jollimore".

David Jollimore
Deputy City Manager, Corporate Services
On behalf of Paul Johnson
City Manager



Attachment A:

Overview of changes and investments in the implementation of the Multi-tenant Houses framework and bylaw

On December 14, 2022, Toronto City Council adopted a new Multi-tenant Houses regulatory framework, including amendments to the Zoning Bylaw to permit multi-tenant houses (previously referred to as rooming houses) across Toronto. In response to calls for deeply affordable and safe housing in all parts of the city, the City of Toronto implemented the framework, effective March 31, 2024; and the framework focused on legalizing and regulating multi-tenant houses (rooming houses) city-wide. These dwellings are essential for students, newcomers, low-income residents, and others facing housing insecurity.

Significant inter-divisional work has been done to introduce a framework for multi-tenant houses to increase the safety and the well-being of tenants. The new framework includes multiple divisions and has enabled the City to establish a program that is adequately resourced as follows:

- City Regulatory Investments:** City Council considered the importance of a formal Multi-Tenant Houses framework across the City of Toronto and made a significant financial investment to support City staff to realize the potential of the regulatory approach required to support this affordable housing option. In Municipal Licensing & Standards alone, there has been an investment of approximately \$4.9m since July 2023 to ensure the program was properly funded and resourced. That investment contributed significantly to the division's efforts to establish the Multi-Tenant Houses Licensing & Enforcement program, bringing the staff complement from 8 staff to 47 staff to undertake this work. Municipal Licensing & Standards also invested in user-friendly technology to better support applicants in navigating complex City requirements.
- City-Wide Zoning Changes:** The City of Toronto introduced zoning changes that permitted multi-tenant houses in all zones, with localized standards. This change permits multi-tenant houses across the city with consistent standards such as a maximum number of rooms and parking requirements.
- New Licensing Bylaw and Regulatory Framework:** The City of Toronto introduced an effective enforcement and compliance program, including a dedicated enforcement team, annual inspections, increased fines, and a Multi-Tenant House Licensing Tribunal to ensure a fair and consistent approach to the regulations and requirements under the new bylaw. The licensing and enforcement teams developed detailed standard operating procedures and training materials to ensure staff were well equipped to operate in the new framework.
- Cross-Divisional Collaboration:** Multi-divisional collaboration has been underway to support property owners in understanding the requirements of the framework, including efforts by multiple divisions including Municipal Licensing & Standards, Housing Secretariat, Toronto Fire Services, Toronto Building, City Planning, Court Services, Toronto Public Health, Strategic Public and Employee Communications, and Toronto Emergency Management.



- **Established a Multi-Tenant Houses Renovation and Repair Program:** This program was introduced in 2024 to offer funding to operators to address costs related to improving safety and building conditions for tenants and bringing properties into compliance with the Multi-tenant Houses framework. Grant funding and/or fee waivers for planning applications and building permit fees are also available to eligible property owners. The program received \$2M in 2024; \$3M in 2025; and ongoing commitments of \$2M a year from 2026 to 2029.
- **Partnerships to Enhance Tenant and Community Support:** The City has invested in the Toronto Tenant Support program to provide tenants with free legal services, direct outreach to tenants in unlicensed and illegal multi-tenant houses, and multi-lingual supports.
 - This includes an additional investment of \$227,000 annually from 2024 onwards for the Canadian Centre for Housing Rights to hire two lawyers/legal case workers to support an estimated 1,600 clients, including tenants in multi-tenant housing; and to publish information on their website indicating that multi-tenant housing tenants can call CCHR for free legal support.
 - It also includes an additional \$75,000 annually from 2024 onwards for the Federation of Metro Tenants' Association to hire an outreach worker to engage tenants in 100 multi-tenant houses, inform them of their rights, and offer support and referrals to services.
- **Education and Community Outreach:** The City has developed and delivered comprehensive communications, engagement strategies, a dedicated engagement lead role, and educational materials for owners, operators, tenants, Councillors and communities about the new regulations and the resources available. The City has also published a brochure for tenants on [Renter Rights in Multi-tenant Housing](#) and updated the [Eviction Prevention handbook](#) to include information for multi-tenant housing tenants.
- **Governance & Accountability:** An update to Planning and Housing Committee on the implementation of the Multi-Tenant Houses framework is planned for September 2025.