

Standard Conditions of a Tenancy Agreement *The Residential Tenancies Act, 2006*

NOTE: These Standard Conditions are conditions of every tenancy agreement. Both landlord and tenant should consult *The Residential Tenancies Act, 2006* (the ‘Act’) and *The Residential Tenancies Regulations, 2007* (the ‘regulations’) to determine the full extent of their rights and obligations. If there is a conflict between a provision in these Standard Conditions and a provision in the Act or the regulations, the provision in the Act or regulations prevails.

Application of *The Residential Tenancies Act, 2006*

- 1(1) These standard conditions form part of every tenancy agreement.
- (2) The terms and conditions of any tenancy agreement may not contradict or change any right or obligation under the Act, regulations or standard conditions.
- (3) A term or condition of a tenancy agreement that contradicts or changes such a right, obligation or standard condition is void and cannot be enforced.

Written tenancy agreements [see sections 19, 20 and 21 of the Act]

- 2(1) Tenancy agreements do not have to be in writing. If a landlord and tenant enter into a written agreement, it must comply with the Act and the regulations. The landlord must give the tenant a copy of the signed agreement within 20 days after entering into the agreement.
- (2) A fixed term tenancy for more than three months must be in writing, and must set out the date on which the tenancy is to end. A tenancy agreement that does not set out that date or is not in writing will be deemed to be a month-to-month tenancy.
- (3) Whether or not a tenancy agreement is in writing, the landlord must provide the tenant with an address for service and telephone number as well as a telephone number for emergency repairs.

Security deposits [see sections 25 and 26 of the Act]

- 3(1) A security deposit may not exceed the equivalent of one month’s rent. A tenant does not have to pay more than 50% of the security deposit on the date that the landlord and tenant enter into the tenancy agreement. The balance of the security deposit is to be paid within two months after the tenant takes possession of the rental unit. (Special rules apply if the Minister responsible for the administration of *The Saskatchewan Assistance Act* guarantees payment of the security deposit.)
- (2) If a landlord accepts a security deposit that is greater than one month’s rent, the tenant may deduct the overpayment from rent or apply to the Office of Residential Tenancies (the “ORT”) to recover the overpayment.

Payment of rent [see sections 41, 42 and 43 of the Act]

- 4(1) A tenant must pay rent when it is due, whether or not there are problems with the landlord or the tenancy. If problems cannot be resolved, a tenant should, instead of withholding rent, apply to the ORT for an appropriate remedy.
- (2) A landlord must provide a tenant with a receipt for rent paid in cash.
- (3) A landlord must not terminate or restrict a service or facility without the tenant’s consent unless the landlord obtains an order from the ORT.
- (4) A landlord is prohibited from imposing charges or increasing rent for a service or facility that was previously available at no cost, unless the tenant agrees or the landlord obtains an order from the ORT.
- (5) A tenancy agreement must not include a provision that all or part of the rent payable for the remainder of the term of the tenancy agreement becomes due and payable if the tenant breaches a provision of the tenancy agreement.

Rent increase [see sections 53.1 and 54 of the Act and section 8.1 of the regulations]

- 5(1) A landlord must give a tenant in a periodic tenancy:
 - (a) one year’s advance written notice of a rent increase, and the landlord shall not increase the rent more than once each year if the landlord is not a member of the Saskatchewan Landlord Association Inc.;
 - (b) six months’ advance written notice of a rent increase, and the landlord shall not increase the rent more than twice each year if the landlord is a member of the Saskatchewan Landlord Association Inc.
- (2) If a landlord fails to give the required notice, the rent increase does not take effect until the applicable notice period has passed. If a landlord increases rent without proper notice, the tenant can apply to the ORT for compensation.
- (3) A landlord under a fixed term tenancy must not increase the rent during the term of the tenancy unless the amount of the increase (expressed either in dollars or as a percentage) and time when an increase is to come into effect have been stated in the lease signed by the landlord and the tenant.

Assignment and subletting [see section 50 of the Act and section 8 of the regulations]

- 6(1) If a tenancy is for a fixed term (as opposed to a ‘month-to-month’ tenancy), a tenant may sublet a rental unit only with the written consent of the landlord. The landlord must not unreasonably withhold consent to the proposed sublease and may charge a tenant a fee of not more than \$20 for considering or consenting to a sublease.
- (2) If a rental unit has been sublet, the original tenant remains responsible for fulfilling the tenant’s obligations under the Act, the regulations and the tenancy agreement with respect to matters that arose before the date the unit was sublet.

Protection of tenant's right to quiet enjoyment [see section 44 of the Act]

7 A tenant is entitled to quiet enjoyment of a rental unit. This includes a right to:

- (a) reasonable privacy;
- (b) freedom from unreasonable disturbance by the landlord or other tenants;
- (c) exclusive possession of the rental unit; and
- (d) use of common areas for reasonable and lawful purposes.

Landlord and tenant obligations to repair and maintain [see section 49 of the Act]

8(1) A landlord must maintain rental property in a good state of repair and fit for the use and enjoyment of the tenant. A landlord must keep all services and facilities included with the rent (e.g., appliances, heating and plumbing systems, etc.) in a good and functional state of repair.

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and must repair damage to the rental unit, services or facilities caused by the tenant or someone permitted on the property by the tenant. The tenant is not responsible for reasonable wear and tear.

(3) If the landlord grants the tenant the exclusive use of residential property (such as a single family dwelling), the tenant is responsible for the ordinary cleanliness of the exterior of the property, including the yard or surrounding land, unless the parties agree otherwise.

Landlord's right to enter rental unit [see section 45 of the Act]

9(1) A landlord must not enter a rental unit unless one of the following applies:

- (a) the tenant gives permission at the time of the entry;
 - (b) at least 24 hours (and not more than seven days) before the entry the landlord gives the tenant written notice that sets out the date and time of entry and a reasonable purpose for entering;
 - (c) the landlord enters the unit to provide housekeeping or related services pursuant to a written agreement with the tenant;
 - (d) the landlord has an order from the ORT that authorizes the entry;
 - (e) the tenant appears to have abandoned the rental unit;
 - (f) an emergency exists and the entry is necessary to protect life or property.
- (2) The notice provided by the landlord must state a maximum four-hour period during which the landlord will enter the rental unit.
- (3) If a tenant has given notice to end the tenancy, the landlord may enter the rental unit for the purpose of showing it to prospective tenants, but only if the landlord complies with section 10 of these standard conditions.
- (4) A landlord must not enter a rental unit for the purpose of showing it to a prospective purchaser without first giving the tenant 24 hours' notice or obtaining the consent of the tenant.
- (5) Entry can only be made between 8 a.m. and 8 p.m. on a day that is not a Sunday or a day of religious worship for the tenant, unless the tenant otherwise agrees.

Notice of entry where tenant has given notice of intention to end the tenancy [regulations - section 7]

10(1) If a tenant has given notice to end the tenancy, or if a fixed term tenancy is ending and there will not be a new tenancy agreement between the same landlord and tenant, the landlord may enter the rental unit for the purpose of showing it to prospective tenants, but only if:

- (a) the tenant has given permission;
 - (b) the landlord gives notice (which the tenant has received) at least two hours before entry; or
 - (c) the landlord and the tenant have agreed in writing to the circumstances under which the landlord may enter the rental unit, provided that the terms are reasonable and the agreement is entered into after the tenant has given notice to end the tenancy or, in the case of a fixed term tenancy, the tenant is aware that the tenancy is ending and there will not be a new tenancy agreement.
- (2) If a landlord does not have permission from the tenant and there is no written agreement, the landlord must make a reasonable effort, at least two hours before entry, to contact the tenant at a phone number or email address provided by the tenant. If the landlord is still unsuccessful in notifying the tenant, or the tenant has not provided contact information, the landlord may enter the unit without prior notice by posting a notice on the door of the rental unit that sets out the time and date of entry.

Tenant's right of access protected

11 A landlord must not restrict access to residential property (i.e., the rental unit and any common areas) by the tenant or a person permitted on the residential property by the tenant.

Prohibitions on changes to locks and other access [see section 48 of the Act]

12(1) Neither a landlord nor a tenant may change locks or security codes to a rental unit unless:

- (a) they both agree to the change and if the landlord changes the locks or security code, the landlord gives the tenant new keys or the new security code; or
- (b) a hearing officer has ordered the change.

(2) A landlord must not change locks or security codes to a common area unless the landlord provides each tenant with new keys or new security codes for the area. Similarly, a tenant must not change locks or security codes to a common area unless the landlord consents to the change.

Notice at end of fixed term tenancy [see section 55 of the Act and section 8.2 of the regulations]

13(1) At least two months before a fixed term tenancy is to end, the landlord must serve a notice in writing on the tenant saying whether or not the landlord is prepared to enter into a new tenancy agreement, and if so, what the terms of the tenancy agreement would be.

(2) Within one month after receiving the landlord's notice, if the tenant is willing to enter a new tenancy agreement on the landlord's terms, the tenant must advise the landlord in writing of the decision. If the tenant does not provide written notice to the landlord within that time, at the end of the term of the tenancy agreement the tenant must vacate the premises.

Landlord entitled to make rules [see section 22.1 of the Act]

14(1) A landlord is entitled to make reasonable rules about the tenant's use, occupancy or maintenance of the rental unit and the tenant's use of the services and facilities.

(2) The rules must be in writing and brought to the tenant's attention.

How a tenancy ends [see section 55 of the Act]

15(1) A tenancy can be ended only if:

(a) the tenant or landlord gives written notice to end the tenancy in accordance with sections 56 to 61 of the Act; [see Standard Conditions 15 to 19, below]

(b) the landlord and tenant agree in writing to end the tenancy;

(c) the tenant vacates or abandons the rental unit;

(d) the tenancy agreement cannot continue due to causes outside the control of the landlord or tenant (e.g., a fire renders the premises uninhabitable);

(e) the ORT orders that the tenancy is ended.

(2) A tenancy for a fixed term (as opposed to a 'month-to-month' tenancy) ends on the date specified in the tenancy agreement unless the landlord and tenant have entered into a new tenancy agreement.

Tenant's notice [see section 56 of the Act]

16(1) A tenant may end a month-to-month tenancy by giving the landlord notice at least one month before the day of the month on which rent is payable.

(2) A tenant may end a week-to-week tenancy by giving the landlord notice at least one week before the day of the week on which rent is payable.

(3) A tenant may end a tenancy on one day's notice if the landlord is in breach of a 'material' term of the agreement (e.g., the rental unit has become uninhabitable). If the breach is capable of being remedied, the tenant must give the landlord a reasonable period to remedy the problem before ending the tenancy.

(4) A notice to end the tenancy under subparagraph (3) must state the reason for ending the tenancy.

Landlord's notice for non-payment of rent [see section 57 of the Act]

17(1) A landlord may end a tenancy immediately by serving a notice to end the tenancy if rent is unpaid for a period of more than 15 days after it is due. If a tenant does not vacate the unit in response to the notice, the landlord can make an application to the ORT for possession of the unit.

(2) If the tenant is responsible for the payment of utilities and any utility charges are unpaid, the landlord may treat the unpaid utility charges as unpaid rent if the tenant fails to make payment within 15 days after a landlord has requested that the tenant make payment.

Landlord's notice for cause [see section 58 of the Act]

18(1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

(a) the tenant does not pay the security deposit within 30 days after the date the payment is due;

(b) the tenant is repeatedly late paying rent;

(c) there are an unreasonable number of people living in a rental unit;

(d) the tenant (or a person permitted on the residential property by the tenant) has significantly interfered with or unreasonably disturbed other tenants or neighbours, has seriously jeopardized the health, safety or lawful rights of another tenant or neighbour, or has put the landlord's property at significant risk;

(e) the tenant (or a person permitted on the residential property by the tenant) has engaged in noxious, offensive or illegal activity;

(f) the tenant does not repair damage to the residential property within a reasonable time;

(g) the tenant has breached an important term of the agreement and not remedied the problem within a reasonable time;

(h) the tenant attempts to sublet the rental unit without obtaining the landlord's written consent;

(i) the tenant has repeatedly violated the landlord's reasonable rules;

(j) the tenant knowingly gives false information about the residential property to a prospective tenant or purchaser viewing the residential property;

(k) the rental unit must be vacated in accordance with the order of any lawful authority, including the ORT;

(l) the tenant (or a person permitted in the rental unit by the tenant) after receiving notice, continues to smoke in a house that is also the landlord's principal residence;

(m) the tenant has breach a municipal bylaw that could result in an assessment against the landlord's property taxes.

(2) A notice to end the tenancy on any of the above grounds must be given in writing, no later than one month before the day of the month, (or week, in a weekly tenancy) that rent is payable under the tenancy agreement. The landlord must give the tenant a reasonable period of time to remedy the circumstances on which the notice is based, if they are capable of being remedied. A tenant may dispute a notice by giving written notice to the landlord within 15 days after receiving the notice, failing which, the tenant will be expected to vacate the unit by the date specified in the notice.

Landlord's application for order ending tenancy early [see section 68 of the Act]

19(1) A landlord may apply to the ORT for an order that will end the tenancy early if it would be unreasonable to require the landlord to give notice under standard condition 18.

(2) This type of order can become effective immediately and may be made if a tenant has done any of the following:

(a) significantly interfered with or unreasonably disturbed another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property;

(b) seriously jeopardized the health or safety or a lawful right or interest of another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property;

(c) put the landlord's property at significant risk;

(d) engaged in a noxious, offensive or illegal activity that:

(i) has caused or is likely to cause damage to the landlord's property;

(ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property; or

(iii) has jeopardized or is likely to jeopardize a lawful right or interest of another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property;

(e) caused extraordinary damage to the residential property.

Landlord's notice at end of employment with the landlord [see section 59 of the Act]

20 A landlord may end the tenancy of his or her own employee after the employment is ended by providing at least one month's notice.

Landlord's use of property [The provisions are set out in detail in sections 60, 61 and 62 of the Act.]

21 A landlord may end a tenancy for certain reasons related to the landlord's use of the property (e.g., the landlord or a close family member or friend will occupy the property; renovations require vacant possession; demolition; sale to someone who will occupy the property).

Leaving the rental unit at the end of a tenancy [see section 51 of the Act]

22 When a tenant vacates a rental unit:

(a) the tenant must return all keys to the landlord; and

(b) the rental unit must be reasonably clean and undamaged, except for reasonable wear and tear.

When landlord may regain possession of rental unit [see also section 65 of the Act]

23 A landlord may not regain possession of a rental unit unless:

(a) the tenant has vacated or abandoned the rental unit; or

(b) the landlord obtains an order for possession, and a writ of possession has been directed to a sheriff, pursuant to subsection 70(13) of the Act.

Liability for not complying with the Act or a tenancy agreement [see section 8 of the Act]

24 If a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for any resulting damage or loss, including loss of rent paid or payable. However, a landlord or tenant who claims compensation for any damage or loss must do whatever is reasonable to minimize the damage or loss.

Disputes [see section 70 of the Act]

25(1) Either the tenant or the landlord has the right to apply for a resolution of a residential tenancy dispute that cannot be resolved between themselves.

(2) Any application regarding a residential tenancy dispute shall be made to the ORT in accordance with the Act and the regulations.

Housing programs [see Division 2 of Part III, Part IV and Part V of the Act]

26(1) The Act and the regulations contain special provisions regarding:

(a) housing provided by public housing authorities; and

(b) living accommodation provided pursuant to a housing program.

(2) The provisions contain different rules for security deposits, rent increases and termination for such tenancies.

Notices [see section 82 of the Act]

27 Notices required by the Act or the regulations must be in writing. Most notices and documents can be served by personal service, registered mail or ordinary mail. Refer to the Act and regulations for details.