

RESIDENTIAL LANDLORD AND TENANT HANDBOOK



YUKON
RESIDENTIAL
TENANCIES
OFFICE

RESIDENTIAL LANDLORD AND TENANT HANDBOOK



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Section 1.

Introduction

This guide provides information about the new **Residential Landlord and Tenant Act** (the “RLTA”) and regulations.

NOTE: In the event that the RLTA and this Handbook differ, the RLTA prevails.

1.1 The **RLTA** and regulations apply to:

- residential properties (including mobile homes and mobile home sites);
- properties owned by housing agencies (Yukon Housing Corporation, Kwanlin Dün First Nation and Grey Mountain Housing Society); and
- hotel, motel or tourist establishment accommodation over six months’ duration.

1.2 The **RLTA** and regulations do **NOT** apply to:

- commercial tenancies or accommodation included with premises that are occupied for business purposes **and** rented under a single agreement;
- accommodation owned or operated by an educational institution;
- emergency and transitional housing;
- any group home, out-of-home care or similar living accommodation that the Government of Canada, the Government of Yukon, a municipality or a First Nation directly or indirectly provides for individuals with special needs;
- community care, continuing care and assisted living;
- public or private hospitals;
- accommodation where the tenant shares bathroom or kitchen facilities with the accommodation’s owner;
- any occupancy in a hotel, motel or other tourist establishment under six months; or
- correctional institutions.

The **RLTA** and regulations are available online at:
rto.gov.yk.ca

Section 2.

The Tenancy Agreement

Every landlord and tenant **must** complete a tenancy agreement (often called a “lease”) which **must be in writing** and be **signed** and **dated** by both the landlord and the tenant(s).

Failure to follow the terms of a tenancy agreement can have significant negative consequences. It is important that both the landlord and the tenant know what is and what is not acceptable and to understand each term of the agreement.

A sample tenancy agreement is included in this handbook and is available online.

*NOTE: The landlord **must give** the tenant a copy of the signed and dated tenancy agreement within **21 days** of signing.*

2.1 Tenancy Agreement - TERMS

It is possible to create or customize a tenancy agreement, as long as it follows all laws and rules.

The agreement must include:

- legal names of the landlord and tenant;
- address for service and telephone number of the landlord (or landlord’s agent);
- a telephone number the tenant may call in the case of emergencies;
- address of the rental unit;
- date the tenancy agreement is entered into;
- date when the tenancy starts;
- type of tenancy (i.e. fixed-term or periodic);
- if the tenancy is for a fixed-term, the date when the tenancy ends;
- specify whether the tenancy may continue after the end date either as a fixed (another term) or periodic tenancy (e.g. monthly) after the end date, or if the tenant is required to vacate the unit;
- amount of the rent and when the rent is due, also if it changes with the number of occupants;
- list of services and facilities included in the rent (as well as any other fees);
- amount of security deposit (and due date);
- signatures of both the landlord and tenant(s);
- date the agreement was signed;
- maximum number of occupants; and
- other agreed terms and fees.

2.2 Standard Terms

The following “**standard terms**” consistent with the *Residential Landlord and Tenant Act* and the regulations must be included in every tenancy agreement:

- sublet or assigning (transfer) of the tenancy agreement;
- condition inspections;
- permitted fees;
- prohibited fees;
- rules for entry by a landlord;
- ending the tenancy;
- locks;
- rent increases;
- repairs; and
- plumbing and water supply.

In addition to the terms above, every tenancy agreement must include:

- a) a clear description of any parts of the residential property, other than the rental unit, that the tenancy agreement gives the tenant access to; and
- b) a copy of the minimum rental standards set out in the regulations (schedule).

2.3 Changes to Tenancy Agreement

Changes or deletions of **standard terms** in a tenancy agreement are not allowed (once an agreement is entered into).

A landlord and tenant may make a change to a term that is not a standard term if both agree.

Agreement of a tenant and landlord to change a non-standard term is not required if it is for a rent increase for additional occupants, another reason set out in the tenancy agreement, or a yearly increase as permitted under the *RLTA*, or an order made by the Residential Tenancies Office to allow the change without agreement.

*NOTE: A landlord **cannot** ask a tenant not to apply for dispute resolution as a condition of the tenancy agreement or otherwise contract out of the *RLTA* and regulations.*

Terms must not be contrary to the *RLTA* and must meet the minimum requirements set out by the *RLTA* or regulations.

NOTE: Landlords are not allowed to charge additional application fees for accepting, processing, or investigating applications for rental, or for excepting a person as a tenant.

Section 3.

Initial Security Deposits

Under the Yukon's *Residential Landlord and Tenant Act* (the "RLTA"), landlords are allowed to ask a tenant to pay a security deposit at the start of the tenancy.

3.1 Security Deposit - Maximum

A security deposit cannot be more than the first month's rent and a landlord can only ask for the security at the beginning of the tenancy. The only exception is if a tenancy is a weekly tenancy, in which case, the maximum security deposit is the first week's rent. If the landlord raises the rent at any point, the landlord **cannot** ask that the security deposit be increased.

A landlord can charge only **one** security deposit for each tenancy agreement, regardless of the number of tenants in the agreement. The landlord cannot ask for more deposit money if more people move in.

NOTE: A landlord can give a 14-day notice to evict if the tenant does not pay the security deposit within 30 days of the date the tenancy starts.

A security deposit may be to cover damage caused by the tenant (or tenant's guests) beyond normal wear and tear. However, the landlord must agree in writing before the security deposit can be applied towards last month's rent. (Any time a landlord requests "last month's rent", this is considered a security deposit).

*NOTE: A security deposit does **not** include post-dated cheques or any fees allowed under the regulations.*

3.2 Pet and Fuel Deposits – Prohibited

A landlord cannot charge a separate or extra deposit in relation to either a pet or fuel deposit. Only one security deposit can be collected at any time per tenancy agreement and cannot be more than the first month's rent.

PETS

Landlords can decide if they will allow pets and restrict the size, kind or number of pets. The landlord can set pet-related fees and rules that the tenant must follow. It is best to include this in the tenancy agreement.

NOTE: Pet terms and restrictions must comply with existing laws (including bylaws).

FUEL

A landlord may ask for the fuel tank to be filled when the tenant vacates and should include a term in the tenancy agreement. If the tenant does not fulfill this condition, or if a dispute arises, then either may apply to the Residential Tenancies Office (RTO) for dispute resolution.

3.3 Further Prohibitions

A landlord is prohibited from requiring or including a term in an agreement that says the landlord automatically keeps all or part of the deposit at the end of the tenancy.

Please see *Section 18: Return of Security Deposit*

Section 4.

Condition Inspection Reports [Start and Finish]

A condition inspection report which records the rental unit's condition at the time the tenant moves in **and** when the tenant moves out **must be completed**.

A sample condition inspection report is included in this handbook and is available online.

NOTE: A landlord and tenant can use their own form so long as it complies with the Residential Landlord and Tenant Act (the "RLTA") and regulations.

A landlord and tenant **must** inspect the condition of the rental premises together:

- 1) at the **start** of the tenancy; **AND**
- 2) at the **end** of the tenancy.

Generally, the inspection should be done on the tenant's move-in and move-out day when the rental premises are vacant (unless otherwise agreed by the parties). The move-out inspection should be done before a new tenant moves in.

NOTE: Having a record of the rental unit's condition can be very useful if a dispute arises.

Both the landlord and the tenant must sign the completed report. The landlord must give a copy to the tenant within **14 days** of the move-in inspection.

*NOTE: The move-out report must be provided to the tenant within **seven days** after the inspection is completed.*

It is important that both parties take part in the condition inspection. A landlord must give a tenant two "good faith" opportunities to carry out the inspection.

[The term "good faith" means that the parties need to be reasonable in attempting to organize a mutually agreeable inspection time.]

*NOTE: The landlord **cannot** carry out the inspection as the agent for the tenant. Failure by the landlord or the tenant to carry out the inspection can lead to loss of the security deposit or an ability to claim against it. (See section below.)*

4.1 When a Condition Inspection is NOT completed

The landlord **must** offer a tenant two "good faith" opportunities to do the condition inspection. If the times proposed by the landlord are not suitable to the tenant, the tenant should suggest other times to the landlord. The parties should always work together to find a mutually agreeable time.

A **landlord** may lose the right to claim against the security deposit if the tenant was not given two opportunities to inspect the rental unit or if the inspection was completed but the landlord did not give the tenant a copy of the inspection report within the required timeline. This does not apply when the tenant abandons the rental unit.

A **tenant** may lose the right to get back their security deposit if the landlord offered at least two opportunities for the inspection and the tenant did not participate at either time. In such a situation, the landlord must carry out the inspection report without the tenant.

If the tenant is unable to attend an inspection, someone else can take their place (e.g. a friend). If that happens, the name of their replacement must be given to the landlord before the inspection.

Section 5.

Minimum Rental Standards

Minimum rental standards are required and may vary depending on the age, character and location of the residential property, and the services or facilities that are provided or agreed to be provided.

Both tenants and landlords have a duty to inform each other if there are concerns or issues regarding their rental units and/or residential properties.

Neither party must interfere with the responsibility of the other to comply with the *Residential Landlord and Tenant Act* (the “RLTA”) or regulations.

A tenant must not do anything in regard to the rental unit and/or residential property that would reasonably be expected to create a health, fire or safety hazard.

5.1 Lot and Exterior

1) SURFACE DRAINAGE

- The landlord must provide surface water drainage and disposal on the residential property to help prevent erosion, ponding and entry of water into buildings and other structures located on the rental property.

2) ACCESSORY BUILDINGS AND OTHER STRUCTURES

- The landlord must provide buildings and other structures (other than fences) on the residential property in good repair and free from conditions that would reasonably be expected to create a health, fire or safety hazard.

3) WALKS, STEPS, DRIVEWAYS AND PARKING AREAS

- Walks, steps, driveways and parking areas of the residential property must be provided by the landlord in good condition to afford safe, unobstructed passage and a safe surface and, unless otherwise agreed to by both the landlord and the tenant and stated in the tenancy agreement, must be maintained in that condition by:
 - (a) the tenant, for any area of the residential property that is for the tenant’s exclusive use; and
 - (b) the landlord, for all other areas of the residential property.

4) YARDS

- The landlord must provide the yard of the residential property in a condition that is clean and free from rubbish, debris, holes, excavations and other objects and conditions that would reasonably be expected to create a health, fire or safety hazard.

5) PORCHES, STAIRS AND BALCONIES

- The landlord must provide all porches, balconies, landings, and stairs on the residential property with handrails as required under the *Building Standards Act*, and must maintain the porches, balconies, landings and stairs free from defects that would reasonably be expected to create a health, fire or safety hazard.

6) EXTERIOR WALLS

- The landlord must provide exterior walls of buildings on the residential property with a cladding or covering reasonably free of holes, cracks, and excessively worn surfaces so as to prevent the entrance of moisture, insects, and rodents into the structure, and to provide reasonable durability.

7) ROOFS

- The landlord must provide each building on the residential property with a weathertight roof (including eavestroughing and water piping as appropriate), and must ensure that water from the roof of the buildings is reasonably directed away from the building.

5.2 Safety and Fire Protection

1) SAFETY ALARMS AND EQUIPMENT

- The landlord must ensure that the residential property conforms to all applicable requirements under the *Fire Prevention Act*.
- The landlord and the tenant must comply with each obligation imposed on them under the *Fire Prevention Act*, including (but not limited to) those that relate to smoke alarms and carbon monoxide alarms.

2) FUEL-BURNING APPLIANCES

- The landlord must ensure that all fuel-burning appliances in the residential property are lawfully installed, are in good working order and are regularly serviced in accordance with the manufacturer's instructions.
- The landlord must ensure that chimneys, smoke pipes, connections, and their components on the residential property are kept clear of obstructions, are cleaned annually (or more frequently if necessary), and are maintained in good working order.

3) SAFE PASSAGE OUT

- The landlord must provide the rental unit with a safe, continuous, and unobstructed passage from the interior of the rental unit to the exterior grade level of the building. The passage must not pass through a room contained in a separate rental unit.
- The tenant must not unreasonably obstruct the passage from the interior of the rental unit to the exterior grade level of the building.
- The landlord must ensure that every room in the rental unit that is intended to be a bedroom has a window that provides a safe passage out as required under the *Building Standards Act*.

5.3 Interior

1) BASEMENTS, CRAWL SPACES AND FOUNDATIONS

- The landlord must provide cellars, basements, crawl spaces and foundations of the residential property in good repair such that they are reasonably weathertight and rodent-proof.

2) WALLS, CEILINGS AND FLOORS

- The landlord must provide walls, ceilings and floors of the residential property in a structurally sound condition reasonably free from major cracks, crevices, holes and defects.

3) FLOORS

- The landlord must provide floors in the washrooms, shower rooms, toilet rooms, bathrooms and laundry rooms of the residential property that are reasonably resistant to moisture.

4) DOORS AND WINDOWS

- The landlord must provide exterior doors, windows and frames on the residential property that operate satisfactorily and are reasonably weathertight, and must repair or replace any damaged or missing parts, including broken glass and defective hardware.

5) ENTRANCE DOORS

- The landlord must provide entrance doors to rental units that are capable of being locked from both inside and outside.

6) HEATING

- The landlord must maintain the heating system in the building in which the rental unit is located in good working condition.
- The tenant must not use, and the landlord must not require the tenant to use:
 - a cooking appliance as a primary source of space heating; nor
 - a portable space heater as a primary source of heat.
- Whichever of the landlord and the tenant controls the temperature of the rental unit must neither allow the rental unit to be so cold, nor cause it to be so hot, that it is reasonable to expect the temperature:
 - to be a health or safety hazard; or
 - to cause damage to the rental unit.
- The landlord or the tenant is not required to do anything to reduce the temperature of the rental unit other than to refrain from heating it.

7) PLUMBING AND WATER SUPPLY

- If the rental unit includes a plumbed water supply system:
 - If the water for the system is supplied directly from a large public drinking water system (as defined in the *Drinking Water Regulation* under the *Public Health and Safety Act*), the landlord must ensure that the system provides an adequate supply of drinking water to the rental unit.
 - The landlord must provide all plumbing in the rental unit in sound condition, maintain it reasonably free from leaks and obstructions, and ensure it is protected from freezing. The tenant must maintain all plumbing reasonably free from obstructions and must immediately inform the landlord if the tenant has reason to believe the plumbing is not in sound condition or is not reasonably free from leaks and obstructions.
- Water that is supplied to a rental unit directly from a large public drinking water system is deemed to be drinking water unless there are reasonable grounds to believe that it is not.
- If the rental unit does not include a plumbed water supply system, or its plumbed water supply system is supplied otherwise than directly from a large public drinking water system, the landlord must supply drinking water in the amount, if any, specified in the tenancy agreement.

8) TOILETS

- The landlord must provide the rental unit with toilet facilities, whether indoor or outdoor, that meet reasonable health and safety standards and that have a lockable door to provide privacy.
- If a shared bathroom or toilet room includes one or more toilet stalls, the landlord must provide each toilet stall with a lockable door that provides privacy.

9) BATHROOMS

- If the rental unit contains a bathroom with one or more fixtures including sinks, showers, tubs and toilets, the landlord must provide the fixtures in good working order.
- The landlord must provide each indoor bathroom with a lockable door that provides privacy.

10) SEWAGE DISPOSAL

- The landlord must ensure that the rental unit is connected to a public sewage system or to a maintained and functioning private sewage disposal system, or has an outhouse if there is no plumbed water at the rental unit.
- The landlord must provide the sewage systems and all related components in proper operating condition, free from leaks, defects, and obstructions, and suitably protected from freezing.

11) LIGHT AND VENTILATION

- The landlord must provide the rental unit with sufficient ventilation so as not to create dampness, moisture or condensation in the rental unit that might reasonably be expected to lead to rot, mildew or other conditions that are a [potential] health hazard.
- The tenant must use the means provided by the landlord to ensure sufficient ventilation as described above.

12) ELECTRICAL SERVICES

- If the rental unit is connected to an electrical power system, the landlord must provide all outlets, switches, wiring, and fixtures in safe working condition.
- The tenant must neither change the system in such a way as to create a safety or fire hazard nor overload it.

13) APPLIANCES

- If the tenancy agreement requires the landlord to provide appliances in the rental unit:
 - the landlord must provide properly installed and vented appliances that are in good working condition; and
 - the tenant must maintain the appliances in good working condition and must immediately inform the landlord if the tenant has reason to believe an appliance is not in that condition.

14) PEST PREVENTION

- The landlord must provide the residential property free of rodent, vermin, and insect infestations and must take appropriate measures to exterminate infestations, should they occur.
- The tenant must maintain the residential property free of attractants that would reasonably be expected to cause rodent, vermin or insect infestations.

15) OVERCROWDING

- Neither the landlord nor the tenant may allow more people to reside in the rental unit than the lowest maximum number permitted under the fire code established under the *Fire Prevention Act* and other applicable health and safety standards.

5.4 Compliance Timeline

- **IMPORTANT:** Landlords will have **one full year** from January 1, 2016, the date when the regulations come into force to comply with the minimum rental standards.

NOTE: This also applies to pre-existing tenancies.

Section 6.

Paying the Rent

Rent must be paid in full and on time. The day that the rent payment is due must be clearly stated in the tenancy agreement. Rent payment is overdue if the full amount is not paid by the end of the day it is due. The only exceptions are if a tenant and a landlord have agreed otherwise or if the tenant is complying with an order from the Residential Tenancies Office (RTO).

NOTE: Any agreement between the landlord and tenant should always be put in writing and signed by both parties – the example below illustrates the potential risk of not getting an agreement in writing.

EXAMPLE SCENARIO

A tenant and a landlord sign a tenancy agreement which states that the rent is due (in full) on the first day of the month. A few months into the tenancy, the tenant mentions to the landlord that they want to start paying the rent in two monthly instalments (half on the first day of the month and the other half on the 15th day of the month) rather than one monthly payment. The landlord doesn't appear to disagree with the idea, but neither the landlord nor the tenant takes any further steps to confirm the agreement and write down and sign a new payment agreement. The following month, when the tenant doesn't pay the full rent on the first day of the month, the landlord serves the tenant with a 14-day notice of eviction. When the tenant calls the landlord to say they thought they had agreed on a new payment plan, the landlord denies ever having told the tenant that they could pay the rent in two monthly instalments.

Problem: It may now be impossible for the tenant to prove that the full rent wasn't due on the first of the month without the proof of a written and signed agreement showing the new payment plan.

A landlord:

- does not have to accept partial rent payment and if they do, the tenant is still required to pay the full amount when it is due;
- **must** provide a receipt when a tenant pays the rent in cash; and
- should make it clear **how** and **when** the rent payment is to be made.

There are limited situations when a tenant can withhold the entire or partial rent. These are:

- by order of the RTO;
- when the landlord agrees in writing; and
- if the landlord increases the rent in a manner contrary to the *Residential Landlord and Tenant Act*.

6.1 Late or Unpaid Rent

Non-payment or partial payment of rent can be grounds for a landlord to give a tenant a 14-day notice to end the tenancy for cause.

First time rent is late: If the tenant pays all the outstanding rent within five days of receiving the notice, the notice becomes void and the tenancy continues.

Repeated non-payment: However, if the non-payment of rent is repeated, paying within five days will not void the eviction notice.

6.2 Late or Unpaid Rent and Utility Charges

When a tenancy agreement requires the tenant to pay utility charges (e.g. heat, hydro or cable) to the landlord, and the tenant has not paid those charges, the landlord can treat the unpaid utility charges as unpaid rent.

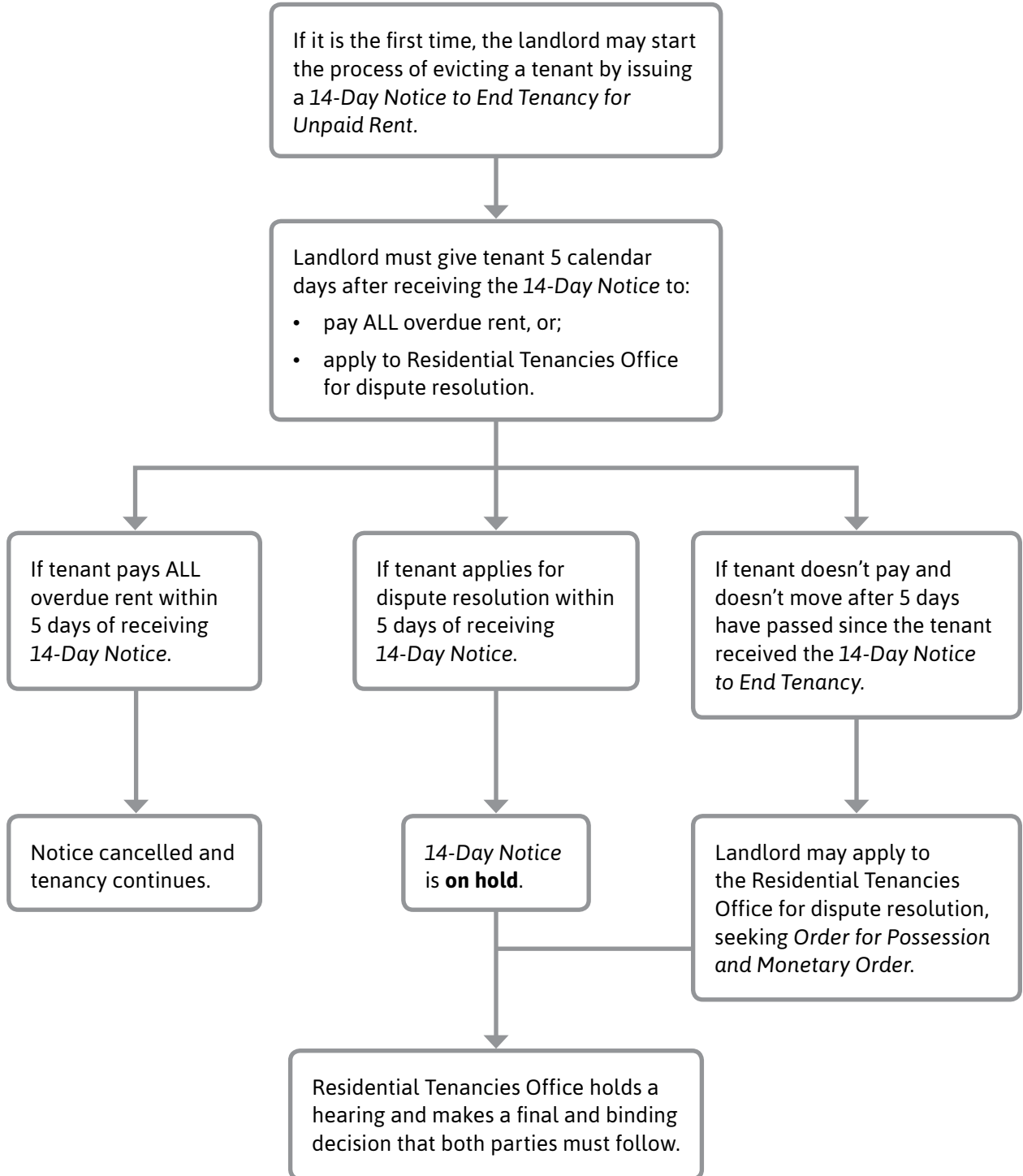
However, before serving the tenant with a 14-day notice, a landlord must first provide the tenant with a written demand and then give the tenant 15 days to pay the outstanding utility charges.

6.3 Rent Receipts

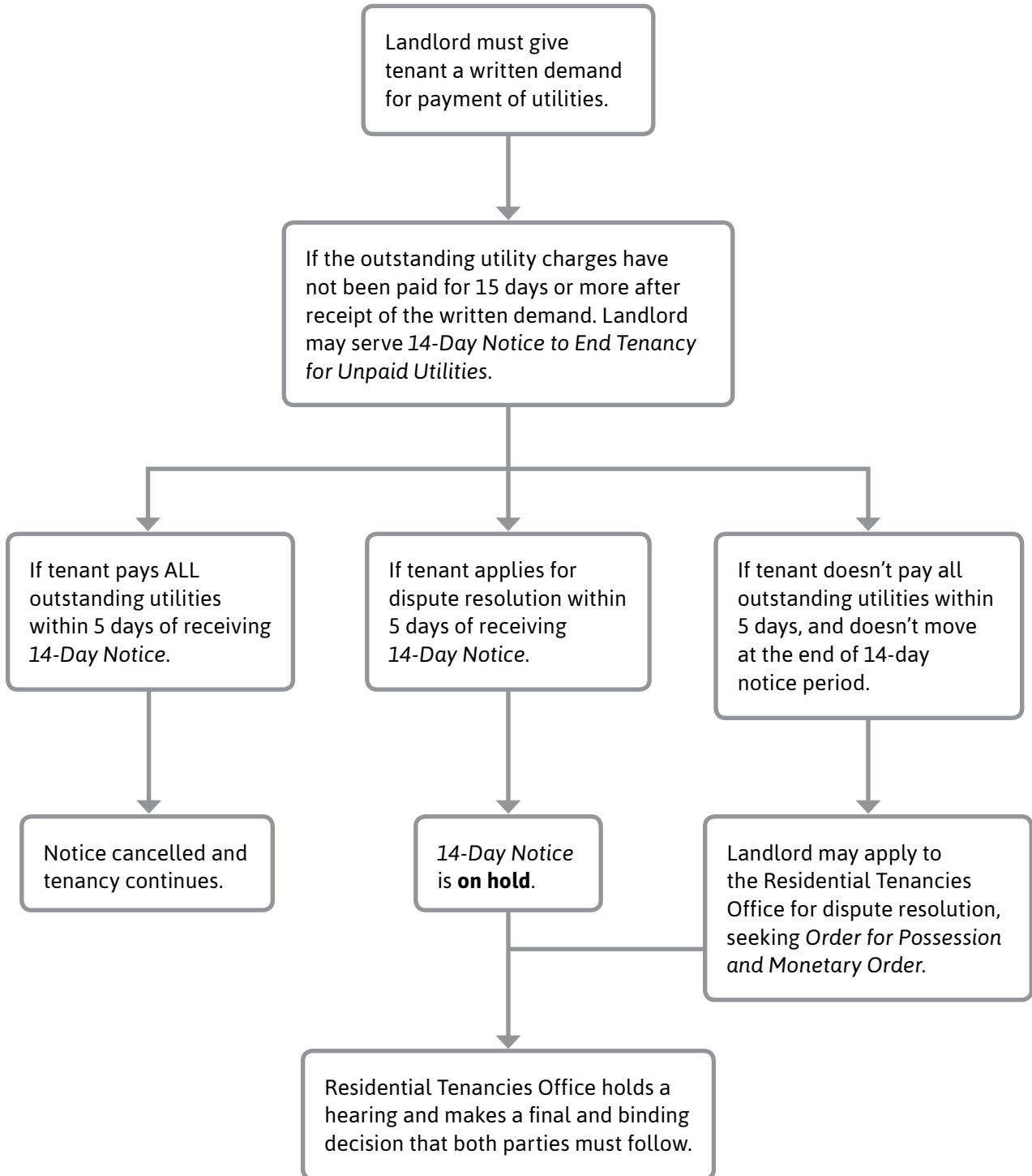
A landlord must provide a tenant with a receipt for any rent paid **in cash**. However, there is no general requirement for a landlord to provide a receipt to a tenant if the rent is not paid in cash.

If a tenant believes they might require proof of rent payments, it is a good idea for them to use cheques or other traceable forms of payment that can be relied on for documentary proof.

When a Tenant Doesn't Pay All Rent on Time...



When a Tenant Doesn't Pay All Utilities on Time...



Section 7. Rent Increases

7.1 Rent Increase

The *Residential Landlord and Tenant Act* (the “RLTA”) does not limit the amount of a rental increase. However, it does place timing and notice requirements on landlords in relation to rental increases. They are:

- during the first year of a tenancy, a landlord cannot increase the rent;
- before any rent increase, the landlord must give the tenant written notice at least three full rental months prior to the increase; and
- a landlord can increase the rent only once every 12 months.

The timing and notice requirements for a “rent increase” do not apply where the rental increase is: (a) for one or more additional occupants, **and** (b) is authorized under the tenancy agreement.

7.2 Fixed-Term and Successive Tenancies

A “successive tenancy” means a series of two or more fixed-term tenancies each of which:

- a) is between the same landlord and the same tenant;
- b) deals with the same or a similar rental unit; and
- c) is preceded and/or followed, with no intervening tenancy, by another tenancy in the series.

A successive tenancy is deemed to be a single tenancy.

7.3 Mobile Home Site Exception

If a tenant of a mobile home **site** receives a notice of rent increase from the landlord (the mobile home park), the tenant may treat the rent increase notice as a notice to end the tenancy by advising the landlord in writing **within 30 days** of receipt of the notice. If a tenant chooses to end the tenancy of the mobile home site, the landlord is **not** allowed to apply a rent increase to the site until the tenant has vacated the site.

NOTE: If the tenant changes their mind about leaving the mobile home site and the landlord and tenant both agree to continuing the tenancy, the notice of rent increase takes effect on the date in the original notice of rent increase, unless the landlord and tenant agree differently.

If the notice of rent increase is used to end the tenancy, the tenancy will end the day before the rent is due and in the 12th month following the month in which the tenant received the notice of rent increase.

EXAMPLE SCENARIO

A tenant is renting a mobile home site where rent is due on the first of each month. On June 29, the landlord gives the tenant a written notice of rent increase which states that he wants to increase the rent by \$200 starting October 1 of that year. The tenant decides she doesn’t want to pay the increased rent going forward and wants to treat the landlord’s notice of rent increase as a notice to end the tenancy. On or before July 29, the tenant provides the landlord with a letter stating that she wishes to treat the rental

increase notice as a notice to end the tenancy and that she is going to move out on June 30 of the following year.

If the tenant treats the notice of rent increase as a notice to end the tenancy and the month in which the increase would take effect is December, January or February, the increase will not take effect until March.

Section 8. Repairs

8.1 Repairing and Maintaining the Property

Both the landlord and tenant have responsibilities for repairing and maintaining the rental unit.

A tenant must:

- repair any damage that they, their guests or pets cause, even if it is an accident;
- keep the rental unit in a condition that meets reasonable health, cleanliness and sanitary standards; and
- contact the landlord as soon as possible if a serious repair is needed to a service or facility provided by the landlord.

A landlord must:

- maintain the building and property to health, safety and housing standards; and
- keep the rental premises in a condition that makes the building suitable for occupation by a tenant.

Ongoing repairs that continually disrupt a tenant may make a rental unit less liveable and thus less valuable. The tenant could be entitled to reduced rent while the work is being done. The landlord and tenant can agree in writing to a temporary rent reduction, or the tenant can apply for dispute resolution asking for a rent reduction.

8.2 Regular Repairs

To get repairs done, the tenant should make a request to the landlord (preferably in writing) stating what repairs are needed and asking that they be completed within a reasonable period.

If the landlord does not complete the repair within a reasonable period, the tenant can apply for dispute resolution asking for an order forcing the landlord to do the repairs or compensate the tenant accordingly.

It is important to remember that there is a duty on both the landlord and tenant to do whatever is reasonable to minimize the damage or loss that results from the other party's non-compliance with the *RLTA*. If the issue is an emergency, the tenant will likely have to deal with the issue promptly and then seek compensation from the landlord.

The Residential Tenancies Office may also order that:

- The tenant may deduct an amount from rent which has or will be expended on the maintenance or a repair.
- Any future rent must be reduced by an amount that is equivalent to a reduction in the value of the tenancy. For example, when a tenant can use only one of the two bedrooms in a rental unit because of needed repairs, the landlord may be required to reduce the rent to reflect the loss of this value.

8.3 Emergency Repairs

Repairs are an emergency only if the health or safety of the tenant is in danger or if the building or property is at immediate risk.

Examples of emergencies are:

- major leaks in pipes or the roof;
- damaged or blocked plumbing fixtures or sewer pipes;
- malfunctioning electrical systems;
- broken central or primary heating systems; and
- defective locks that let anyone enter the rental unit without a key.

Situations that are not emergencies include:

- a burnt-out element on a stove;
- a doorbell that doesn't work; and
- lost keys.

When an emergency arises, we strongly advise that the tenant try to call the landlord's emergency contact more than once, allowing a reasonable amount of time for the contact to respond each time. If the matter goes to dispute resolution, it would be useful if the tenant had evidence of these attempts, such as a witness or written notes. If the emergency contact does not respond, the tenant may have the work done at a reasonable repair cost and seek reimbursement from the landlord along with proof of the actual expenses incurred.

8.4 Reimbursing a Tenant for Emergency Repairs

A landlord may have to compensate a tenant who paid for repairs if the tenant:

- did not cause the damage and their guest or pet did not cause the damage;
- attempted to contact the landlord's designated emergency contact on more than one occasion in relation to the problem;
- allowed a reasonable time for the contact person to respond; and
- provided the landlord with a written account of the reasonable repairs with receipts and requested reimbursement from the landlord.

Section 9. Quiet Enjoyment

The *Residential Landlord and Tenant Act* (the “RLTA”) establishes a tenant’s right to “quiet enjoyment”.

“Quiet enjoyment” does not require rental premises to be free from noise; rather, it includes but is not limited to:

- reasonable privacy;
- freedom from unreasonable disturbance;
- exclusive possession to the tenant, subject to the landlord’s right of entry under the RLTA; and
- use of common areas for reasonable and lawful purposes, free from significant interference.

9.1 When is the Right to “Quiet Enjoyment” Breached?

Frequent and ongoing interference by the landlord, or the conduct of other tenants which the landlord should but does not address, may be a breach of the right to quiet enjoyment.

Such interference might include:

- unreasonable and ongoing noise;
- entering the rental premises frequently, or without notice or permission;
- refusing the tenant access to parts of the rental premises;
- unreasonably preventing or restricting the tenant from having guests;
- intentionally removing or restricting services, or failing to pay bills so that services are cut off;
- forcing the tenant to sign an agreement which reduces the tenant’s rights; and
- allowing the property to fall into disrepair so the tenant cannot safely continue to live there.

NOTE: Temporary discomfort or inconvenience is not a basis for a breach of quiet enjoyment.

A tenant may apply to the Residential Tenancies Office if a landlord engages in conduct that breaches a tenant’s quiet enjoyment or fails to take reasonable steps to prevent such conduct by employees or other tenants.

A landlord would not normally be held responsible for the actions of other tenants or employees/agents hired by the landlord unless first notified that a problem exists. Although, it may be enough to show proof that the landlord was aware of a problem and failed to take reasonable steps to correct it. A landlord would not be held responsible for interference by an outside party that is beyond his or her control.

9.2 Damages for Breach

The seriousness of the situation, how long and the degree to which the tenant has been inconvenienced will be considered to decide by how much the value of the tenancy has been reduced.

9.3 Possible Breach of a Material Term

If the breach of quiet enjoyment is found to be a breach of a material term of the tenancy agreement, a tenant may elect to treat the tenancy agreement as ended. However, the tenant must first notify the landlord in writing. The threshold is high – it is necessary to find that there has been a significant interference with the use of the premises. An award for damages may be more appropriate, depending on the circumstances.

Section 10. Other Rights and Responsibilities

10.1 Ending or Restricting a Non-Essential Service or Facility

A landlord can eliminate or restrict a non-essential service or facility so long as the landlord and tenant agree to the compensation amount (generally equivalent to the value of the service being discontinued). However, a landlord cannot eliminate or restrict an essential service.

A tenant may dispute the proposed change by applying for dispute resolution.

10.2 Prohibited Fees

Prohibited fees include:

- a fee for the initial set of keys or access device;
- a guest fee (whether guests stay overnight or not); and
- fee for a replacement lock, key or access device if the landlord initiated the replacement.

10.3 Permitted fees

Permitted fees include:

Permitted fees must be specified in the tenancy agreement.

- fees for a key replacement or for additional keys, lock or access device. This fee must not be greater than the direct cost of replacing the key, lock or access device;

- an NSF (not sufficient funds) fee: If the tenancy agreement includes this as a term, a landlord may charge a tenant the service fee charged by the bank if a tenant's cheque is returned. The landlord may also charge an additional administrative fee up to a maximum of \$25 for return of a tenant's cheque; and
- fee for services requested by the tenant if those services are not required to be provided under tenancy agreement (e.g. carpet cleaning).

10.4 Additional Person Joining the Household

The tenancy agreement must list all the tenants and must also include the **maximum number of occupants** permitted in the rental unit. If the landlord plans to increase the rent when more people move in, the amount must be written into and form part of the tenancy agreement at the start of the tenancy.

If there are more occupants in the rental unit than the maximum number specified in the tenancy agreement, this will likely constitute a breach of a material term and the landlord may serve the tenant with a 14-day notice to end the tenancy for cause.

10.5 Overcrowding

The number of people residing in the rental unit must not exceed the number permitted under the fire code established under the *Fire Prevention Act* and other applicable health and safety standards.

Section 11. Subletting or Assigning a Tenancy

A **sublet** is when the original tenant (“Tenant #1”) rents out the rental unit to a new tenant (“Tenant #2”). Tenant #1’s tenancy agreement with the original landlord continues to exist while the new subletting Tenant #2 lives there. The original Tenant #1 becomes a landlord to the subletting Tenant #2 and must have a written tenancy agreement with Tenant #2. Thus, there are two distinct tenancy relationships and agreements:

- 1) between the original landlord and Tenant #1;
and
- 2) between Tenant #1 (now the 2nd landlord) and Tenant #2.

There is **no tenancy agreement or landlord/tenant relationship between the original landlord and Tenant #2.*

An **assignment** is where the original tenant gives up the rental unit to a new tenant who continues under the existing original tenancy agreement. The original tenant’s obligation to the landlord ends. The contractual relationship that continues is between the original landlord and the new tenant. The new tenant is not responsible for actions or failure of the original tenant prior to the assignment date. However, the parties **must** amend the original tenancy agreement to clearly indicate that the tenancy agreement continues, but that the parties have changed.

*NOTE: **Sublet automatically converted to assignment:** Where an individual agrees to sublet a tenancy for the entire remaining period of the tenancy (and does not reserve the last day or some period of time at the end of the sublease), the sublet agreement amounts to an assignment of the tenancy.*

NOTE: In practice, this will only apply to fixed-term tenancies (not periodic tenancies which have no defined end date).

EXAMPLES OF SUBLET AND ASSIGNMENT

| SUBLET ONLY | SUBLET → ASSIGNMENT | ASSIGNMENT ONLY |
|--|--|---|
| <p>Tenant #1 obtains the landlord’s consent in writing to sublet the rental unit to a new tenant (Tenant #2) for a period of three months (a period less than the remainder of the tenancy).</p> <p>Tenant #1 becomes the landlord to Tenant #2, while Landlord #1 remains the landlord to Tenant #1. There are, in effect, two separate landlord and tenant relationships.</p> <p>Because a second distinct landlord-tenant relationship is created, there is a requirement for a second written tenancy agreement (as well as condition inspection reports) to be drawn up between Tenant #1 and Tenant #2.</p> | <p>Tenant #1 obtains the landlord’s consent in writing to sublet the rental unit to a new tenant (Tenant #2) for the entire remainder of the fixed-term tenancy period.</p> <p>Because Tenant #2 has agreed to sublet the tenancy for the entire remaining period of the fixed-term tenancy, the sublet agreement amounts to an assignment of the tenancy.</p> <p>Thus, Tenant #2 has actually been assigned the tenancy [see “Assignment Only” information in next column].</p> <p><i>NOTE: This type of conversion from a sublet to an assignment can only occur with fixed-term tenancies which have a clear end date and not with periodic tenancies which by definition have an undefined end date.</i></p> | <p>Tenant #1 obtains the landlord’s consent in writing to assign the rental unit to a new tenant (“Tenant #2”).</p> <p>Tenant #1 is no longer a party to the original tenancy agreement. The only landlord-tenant relationship that exists is between Landlord #1 and Tenant #2.</p> <p><i>NOTE: Any security deposit paid by Tenant #1 will stay with the original tenancy agreement and will only be returned to Tenant #2 (not Tenant #1) at the end of the tenancy. Because Tenant #1 is giving up their right to the security deposit they paid, it is Tenant #1’s responsibility to come to an arrangement with Tenant #2 on how they want to deal with this issue.</i></p> <p><i>NOTE: Because the original tenancy agreement continues through the assignment, there is no requirement for a new tenancy agreement or condition inspection report. If Tenant #2 is concerned that they could be liable to Landlord #1 for damage caused by Tenant #1, they should take necessary steps such as having a new condition inspection report completed, which can assist in the event that they have to seek compensation from Tenant #1.</i></p> |

A tenant must have the landlord’s **written consent** before subletting or assigning a rental unit to someone else. If the tenant does not get the landlord’s consent, the landlord may serve the original tenant with a 14-day notice to end the tenancy.

*NOTE: The landlord **cannot** unreasonably refuse to sublet or assign a tenancy, nor can the landlord charge a fee to assign or sublet an application.*

Section 12. Access

12.1 Tenants and Guest Access

A landlord must not restrict access to the rental unit by:

- a tenant;
- a tenant's guests; and
- any political candidates or their representatives who are canvassing or distributing material.

A landlord or tenant cannot alter access to a rental unit, such as changing the locks, except by mutual agreement or by a Residential Tenancies Office (RTO) order.

12.2 Landlord Access

A landlord may enter a tenant's rental unit after giving proper written notice stating the date, time and reason for the entry. The tenant must receive the written notice at least 24 hours, and not more than seven days before the time of entry. The purpose of the entry must be reasonable and the entry can only be between 8 a.m. and 8 p.m. (unless the parties otherwise agree). Where proper notice has been given to the tenant, the landlord can enter whether the tenant is home or not.

*NOTE: This restriction on the landlord's access does **not** apply to common areas on the residential property, as the landlord is allowed access without giving the tenant notice.*

The landlord can also enter:

- with the tenant's consent;
- with an RTO order; and
- if an emergency exists and the entry is necessary to protect life or property.



Section 13. Locks

13.1 When Moving In

The landlord must provide each tenant with a key or access device to the building and the unit at no cost. Neither party can change the locks without the written permission from the other or with an order from the Residential Tenancies Office.

13.2 Changing Locks

The landlord and the tenant must not change locks on the rental unit without the other's written permission.

If a tenant changes the locks without approval, the landlord can give written notice that the tenant has contravened the *Residential Landlord and Tenant Act* and must correct the situation within a reasonable period. The tenant must change the locks back and pay for the work done or give the landlord keys to the new locks. If the original lock was keyed to a master key, the tenant may need to restore the original lock and could be liable for the cost of replacement keys if the landlord is required to change the locks.

Section 14.

Notice to End Tenancy

To determine how much notice is required, it is first necessary to determine whether you are able to establish a valid reason to end the tenancy in a shortened 14-day timeframe (known as having “cause”).

PERIODIC TENANCY

14.1 Ways for a Landlord to Give Notice to End a Tenancy

In cases where a landlord has:

- a monthly tenancy, they must give the tenant **two** full rental months of notice;
- a yearly tenancy, the notice period is **three** full rental months;
- a weekly tenancy, the notice period is **one** full rental week; or
- any other period of tenancy (i.e. not weekly, monthly or yearly), the notice period is **two** full rental months.

How to serve the notice:

- By leaving a copy with the tenant, the notice is considered served the same day.
- By attaching a copy to the front door or other noticeable place of the tenant’s rental unit **and** also by sending a copy by mail (ordinary or registered mail) to the address. The notice is considered served five full days after the mailing date.
- By sending a copy by **registered** mail to the address of the rental unit or to a forwarding address provided by the tenant. The notice is considered served five full days after mailing.

- As ordered by the Residential Tenancies Office (RTO) (i.e. substituted service in cases where it is not possible to serve the tenant using the regular required means).

NOTE: Sliding the notice under the door or using email are not acceptable means of serving documents under the RLTA (unless you obtain an order for substituted service from the RTO).

A tenant may be able to dispute the notice by making application to the RTO within ten days of receipt.

14.2 Ways for a Tenant to Give Notice to End a Tenancy

In cases where a tenant has:

- a monthly tenancy, they must give **one** full rental month of notice to the landlord;
- a yearly tenancy, the notice period is **three** full rental months;
- a weekly tenancy, the notice period is **one** full rental week; or
- any other period of tenancy (i.e. not weekly, monthly or yearly), the notice period is **one** full rental month.

NOTE: The RTO will not view a tenancy as terminated if the landlord attempts to terminate the tenancy and subsequently enters into a ‘new’ tenancy agreement with the same tenant within the specified periods listed:

- 7 days for a weekly tenancy;
- 14 days for a monthly tenancy; or
- 30 days for a tenancy that is longer than monthly.

The tenant must ensure the landlord receives **written** notice in one of the following ways (this is called “service”):

- in person on or before the day rent is due (generally this is the last day of the previous month because rent is typically due on the first day of the month);
- may also be delivered to someone who acts as an agent for the landlord; or

NOTE: The notice must be hand-delivered to the landlord or their agent. It cannot be left in a mailbox or put under a door.

- by mail (either **ordinary** or **registered**), it will be considered delivered (served) five full days after it is mailed.

NOTE: Registered mail is preferable as it provides the tenant with a receipt to prove the date on which it was mailed.

The tenant should always keep a record of how the notice was served, including where and when it was delivered.

14.3 Landlord’s 14-Day Notice for Cause

A landlord may give 14 days’ notice to end a tenancy for one or more of the following reasons:

- the tenant does not pay the security deposit within 30 days of the date stated in the tenancy agreement;
- the tenant has not repaired damage as required within a reasonable time;
- for repeated late payment of rent;
- the tenant has breached the tenancy agreement and has not corrected the breach in a reasonable time after receiving a demand letter to do so;
- the tenant or the person permitted by the tenant has seriously affected another occupant, the landlord or an adjacent neighbour with significant interference or unreasonable disturbance;
- the tenant knowingly gives false information to a prospective tenant or buyer;

- seriously jeopardizes health or safety or lawful right or interest;
- puts the landlord’s property at significant risk;
- the tenant or person permitted by the tenant has engaged in illegal activity that has caused or is likely to cause damage to the landlord’s property;
- the tenant or person permitted by the tenant has negatively affected or is likely to affect the quiet enjoyment, security, safety or physical well-being of another tenant, occupant, landlord or adjacent neighbour;
- the tenant or person permitted by the tenant has jeopardized or is likely to jeopardize a right or interest of another tenant, occupant, landlord or adjacent neighbour;
- the tenant has not complied with an order of the RTO within 30 days of receipt or the date specified in the order, whichever is later; or
- the tenant or person permitted by the tenant has caused extraordinary damage to the property.

However, a landlord must provide the tenant with a reasonable time period to remedy the situation.

NOTE: Reasonable time depends on the situation.

If they have a valid reason, a tenant can dispute the notice by applying to the RTO for dispute resolution **within five days** of receiving the notice. It is important to take the correct steps.

If the tenant does not apply for dispute resolution, the tenant is considered to have accepted that the tenancy ends on the date set out in the notice and must vacate the unit on the stated date.

Writing a letter or talking to the landlord is not enough and will not extend the five-day deadline.

*NOTE: If a tenant fails to pay rent on a single occasion, a landlord may give a 14-day notice. However, if the tenant pays all the outstanding rent **within five days** of receiving the notice, the notice becomes void and the tenancy continues.*

A tenant who does not pay the rent or dispute the notice within five days must move out on the date stated in the notice (not less than 14 clear days from the date they are served).

14.4 Tenant's 14-Day Notice for Landlord's Failure to Comply with Tenancy Agreement

If the landlord breaches a material term of a tenancy agreement, the tenant may end the tenancy with 14 days' notice, so long as they give the landlord a reasonable period to correct the situation.

NOTE: The requirements for service of a 14-day notice are similar to one- and two-month notices except that the 'cause' or reason for the termination of the tenancy (which must be a breach of a material term of the tenancy agreement) must be clearly stated in the notice. Additionally, the date when the notice takes effect (i.e. the date tenancy ends) must be clearly stated in the letter (this date cannot be less than 14 full days from the date the notice is served).

If you are not using the 14-day notice period, the next step is to determine the type of tenancy you have.

14.5 Fixed-Term vs. Periodic Term

There are two main categories of tenancies under the *Residential Landlord and Tenant Act (the "RLTA")* – **fixed-term** or **periodic**. A tenancy agreement must clearly specify which one of these two categories the tenancy is. Both types of tenancy must have a clear start date.

A **fixed-term** tenancy agreement must clearly state the date the tenancy ends, and whether the tenancy may continue as a periodic tenancy or for another fixed term after that date, or whether the tenant must vacate the rental unit on that date.

If the tenancy is a **periodic tenancy**, it must state whether it is on a weekly, monthly, yearly or other periodic basis. The periodic tenancy does not have a predetermined end date. It is a period of time (typically a month or a year) which repeats and

continues indefinitely until either the landlord or the tenant gives the appropriate written notice to end the tenancy (see below). If neither party gives the appropriate notice, the tenancy does not end.

14.6 Requirements of Notice to End a Tenancy:

- in writing;
- signed and dated by the party giving notice;
- clearly state the address of rental unit; and
- state the effective date of the notice when the tenancy ends (i.e. the move out date).

14.7 Periodic Tenancies – Notice Timelines (How to Make Sure the Notice Follows the Proper Timeline)

ONE-MONTH NOTICE [TENANT] AND TWO-MONTH NOTICE [LANDLORD]

In the case of a monthly tenancy, a tenant can serve the landlord with a **one**-month notice to end the tenancy without needing cause (in other words, no reason is required). However, a landlord must serve the tenant with a **two**-month notice.

It is important to note that both the one-month and two-month notice periods do not necessarily start the day the notice is served. A month's notice must cover a full rental month (which is not necessarily a calendar month depending on the rental period).

The one-month notice period begins running the **day before rent is due**. [Example: If rent is due July 1, the one-month notice would have to be served on or before June 30 and the month of July would represent the full rental month notice period meaning the tenancy would end on July 31].

A two-month notice is the same as the one-month notice except that it must cover two full rental months. [Example: If a notice is served on or before June 30, and rent is due on July 1, the tenancy would end on August 31].

YEAR-TO-YEAR TENANCY

In the case of a yearly tenancy, both the landlord and tenant must provide three full rental months of notice. [Example: If notice is served on or before June 30, and rent is due on July 1, the three rental months would be July, August and September. Therefore, the tenancy would end on September 30].

OTHER TIMELINES AND EXCEPTIONS (NOT PERIODIC TENANCIES)

14.8 Fixed-Term Tenancy

When the tenancy is for a **fixed-term** and the end date is clearly specified in the tenancy agreement, neither the tenant nor the landlord can change the date the tenancy ends unless both parties agree. When the tenancy ends on the specified date, no notice is required from either party.

14.9 Mobile Home Site Change in Use

If a landlord intends to convert all or a significant part of a mobile home park to a non-residential use or a residential use other than a mobile home park and gives notice for that reason, a full 18 rental months of notice is required to end that tenancy.

14.10 Condominium Conversion

If a landlord gives notice to end a tenancy for a rental unit which is being sold as a condominium unit or part of a condominium unit, the required notice is a full six rental months.

14.11 Tenant Ceases to Qualify for Subsidized Housing

A landlord may serve a **one**-month notice (as opposed to the usual two months) to end the tenancy if the tenant ceases to qualify for a subsidized rental unit. The tenant may dispute the notice by applying for dispute resolution within ten days after receiving notice.

14.12 Disputing a Notice to End Tenancy

A tenant who legitimately believes a notice to end a tenancy is not in compliance with the *RLTA* can apply for dispute resolution, asking for the notice to be set aside. If the tenant does not dispute the notice by the appropriate deadline, the tenancy ends on the date specified in the notice.

| TYPE OF NOTICE | APPLICATION FOR DISPUTE RESOLUTION |
|--------------------|--|
| 14-day notice | within five days of receiving the notice |
| Two-month notice | within 10 days of receiving the notice |
| Three-month notice | within 10 days of receiving the notice |

Section 15.

When a Tenancy Ends

15.1 Ending the Tenancy

A tenancy ends when:

- the tenancy agreement is a fixed-term tenancy that specifies the tenant will move out at the end of the term;
- the tenant or landlord gives notice to end a periodic tenancy in accordance with the *Residential Landlord and Tenant Act*;
- when circumstances beyond the landlord's or tenant's control make it impossible for the tenancy agreement to continue (contract has been frustrated);
- the tenant abandons the rental unit;
- the landlord is granted such an order by the Residential Tenancies Office; or
- the tenant and landlord mutually agree in writing to end the tenancy.

The written agreement can be part of a fixed-term tenancy agreement, specifying the tenant will move out of the rental unit at the end of the fixed term.

15.2 Move-out Time

The tenant must move out by 1:00 p.m. on the last day of the tenancy. This means the rental unit must be cleaned and all keys given to the landlord no later than 1:00 p.m. on the last day.

A tenant who has not moved by 1:00 p.m. on the last day of the tenancy could be responsible for any costs incurred by the landlord. These costs could include fees the landlord paid to accommodate the incoming tenant and store their belongings until they were able to move in or compensation for loss of rental income.

Reminder: A condition inspection report must be carried out at the end of a tenancy.

15.3 Fixed-Term Tenancy Agreement

Unlike a periodic tenancy, a tenant can move out at the end of a fixed-term agreement without giving notice. If however, the tenant is not required to vacate the rental unit at the end of the fixed-term tenancy and the landlord and tenant have not entered into a new tenancy agreement, the landlord and tenant are deemed to have renewed the tenancy agreement as a month-to-month tenancy on the same terms.

The tenant must have the landlord's written consent to end a fixed-term tenancy on a date other than the agreed date. A tenant who ends a fixed-term tenancy early without the landlord's agreement may be held accountable for loss incurred by the landlord, such as lost rent. Keeping in mind that both the landlord and tenant have a general duty to mitigate or minimize their respective losses, generally the parties should work together to come up with a suitable solution. In practice, this means that both parties should make reasonable attempts to find suitable replacement tenants.

The tenant could also ask the landlord for permission to sublet or assign the agreement. The landlord cannot unreasonably withhold approval. [Please see section on *Sublet and Assignment* for important issues and risks with these arrangements.]

Section 16.

Order of Possession

Generally, an order of possession gives the landlord the right to repossess the rental unit and requires the tenant to move out. When applying for an order of possession, the landlord must provide a copy of the notice to end the tenancy to the tenant and be able to prove that it was served correctly.

Generally, a landlord can only apply for an order of possession after the tenant's deadline to dispute the notice has passed. However, in some circumstances the landlord may require the tenant to vacate the premises earlier than the 14-day "eviction" notice, due to safety or damage concerns.

16.1 Landlord Retaliation – Refusing Order of Possession

In the following circumstances, the Residential Tenancies Office (RTO) may refuse to grant an order of possession:

- when the landlord's notice to end the tenancy was a result of the tenant making a complaint to a government authority in relation to a violation of health, safety or housing standards; or
- the landlord's notice was a result of the tenant's attempt to enforce their legal rights.

16.2 When the Tenant Does Not Move Out

A landlord cannot physically remove a tenant without an order for possession, even when the tenancy has ended. A landlord also cannot lock the tenant out, take the tenant's property or discontinue essential services (such as electricity or heat).

To have a tenant removed, the landlord must first get an order of possession from the RTO. The landlord must then serve the order of possession on the tenant. If the tenant does not leave by the date noted on the order, the landlord must file the order of possession with the Supreme Court and enforce the order.

The overholding tenant may also have to pay the related costs or compensate the landlord. This could include fees and expenses of the incoming tenant such as other accommodation, meals, additional moving costs or truck-rental fees.

16.3 Abandonment

Abandonment is when the tenant gives up the tenancy and possession of the rental unit without proper notice to the landlord.

NOTE: If the rent has been paid and is current, it is not likely that abandonment will be found.

A tenant who is going to be away for an extended time should let the landlord know and make arrangements to have the rent paid. Also, a tenant should ensure that they make arrangements to have the rental property looked after while they are gone. A tenant would likely be responsible for damage caused if the pipes froze while they were away on holiday over the winter.

Where the rent has not been paid, the landlord could determine abandonment if:

- the tenant removes his/her possessions from the building; or
- the tenant advised the neighbours or other parties that they do not intend to return.

When a tenant abandons the unit and owes rent, the landlord can submit an application for dispute resolution asking for the rent and other costs such as cleaning or cost of removal of personal items.

Once an application has been made, the RTO may authorize the landlord to remove the property from the rental unit and sell or dispose of it. This only happens if the RTO is satisfied that the landlord has made reasonable efforts to locate the tenant, or if the tenant has been located, but they have not made reasonable arrangements to remove their possessions.

If a landlord receives an order to remove, sell or dispose of the property, any money earned can be deducted from any amount owed to the landlord under the *RLTA* or regulations. Any costs paid by the landlord can be added to the amount owed.

The landlord must, however, pay any money that remains after any deductions to the RTO which holds it in trust for the tenant who left the property. The tenant has six months to claim this money, after which it is forfeited.

Section 17. Move-out Condition Inspection

17.1 After the Tenancy

At the end of a tenancy:

- The landlord and tenant must do a condition inspection report. Both parties must sign the report and get the tenant's written consent to deduct from the security deposit an amount owing for a liability or obligation.
- Within **seven days**, the landlord must give the tenant a copy of the condition inspection report.
- The tenant has six months to give the landlord a forwarding address in writing.
- Within 15 days of either receiving a forwarding address or the tenancy ending (whichever is the latest), the landlord must return the appropriate amount of security deposit plus interest (see Section 18.2 of Handbook).

The landlord and tenant must inspect the unit together before another tenant takes possession.

Before the inspection, the tenant should:

- remove all belongings; and
- clean the unit.

NOTE: The tenant is responsible for any damage caused by the tenant, the tenant's guests or the tenant's pet.

Comparing the move-in and move-out condition inspection reports can be very useful when reaching an agreement on the amount to be deducted from a security deposit.

Section 18.

Return of Security Deposit

18.1 Return of Security Deposit

After a tenant has moved out **and** given the landlord a forwarding address in writing, the landlord has 15 days to do one of the following:

- return the security deposit, with interest to the tenant;
- obtain the tenant's consent in writing to any deductions from the security deposit and return the difference to the tenant; or
- apply for dispute resolution asking to keep all or some of the security deposit if the tenant does not agree to the requested deductions.

A landlord who wants to keep some or all of a deposit must either:

- get the tenant's written consent; or
- obtain an order from the Residential Tenancies Office (RTO) to deduct a specified amount from the deposit.

A landlord may want to keep some of a deposit to cover:

- damage the tenant, guests or pets caused to the rental unit beyond normal wear and tear;
- unpaid rent, utilities or fuel;
- changing the locks or cutting new keys if the keys were not returned; or
- reasonable costs caused by the tenant moving out without giving proper notice.

A landlord can keep all of a deposit if:

- a tenant does not provide a forwarding address, in writing, within six months; or
- the landlord offered at least two good faith opportunities for the condition inspection and the tenant did not participate on either occasion.

NOTE: Only with the landlord's written consent can a tenant apply a security deposit to the last month's rent.

18.2 Calculating Interest on Security Deposit

The landlord must calculate the interest owing on the full deposit regardless of any deductions they wish to make.

The interest rate that landlords must pay on security deposits is 2% **below** the Bank of Canada's prime rate (set January 1 and July 1 of each year).

For a complete list of interest rates, please visit the website at: rto.gov.yk.ca or contact the Residential Tenancies Office (RTO) at (867) 667-5944 or Toll-free at (800) 661-0408 ext. 5944.

The formula used to calculate the interest is:

(Security Deposit Amount) x (% Rate) divided by (365)
x (No. of days of the tenancy)

EXAMPLE SCENARIO

Mary rented an apartment on July 1, 2011. Her security deposit was \$800. On June 30, 2013 (two years later), Mary moved out of the rental suite.

July 1, 2011 to June 30, 2013 = 730 days.

Interest rate on security deposits was 1% during that entire period (because the Bank of Canada prime rate was 3% during the entire period).

$\$800 \times 1\%$, divided 365 days, $\times 730$ days = \$16

The landlord owes Mary \$16 in interest on her security deposit.

*NOTE: An **interest calculator** is available on the Government of Yukon's website located at: rto.gov.yk.ca*

18.3 Claiming Damages Against a Security Deposit (Deductions)

Condition inspection reports must be completed at both move-in and move-out. Failure to do so will prohibit a landlord from filing an application for dispute resolution with the RTO in relation to security deposit deductions.

NOTE: See Section 4 of handbook on condition inspection reports.

18.4 Disputes Related to Security Deposits

When a tenant and landlord cannot agree on deductions to a security deposit, either party can apply for dispute resolution to have the matter settled. The landlord must apply within 15 days of the tenancy ending, or receiving the tenant's forwarding address (whichever is later). The landlord must return the security deposit with interest or make an application for dispute resolution. A landlord who has applied for dispute resolution can hold the deposit until the matter is resolved.

If the landlord does not return the security deposit or makes a deduction without the tenant's approval and the tenant has given the landlord a forwarding address in writing within six months, the tenant has up to one year from the end of the tenancy to apply for dispute resolution. However, the tenant loses the right to the deposit if a forwarding address is not given in writing to the landlord within one year from the end of the tenancy.

Section 19.

Tenant's Possessions

19.1 Tenant Leaves Possessions Behind

Abandonment is when the tenant gives up the tenancy and possession of the rental unit without proper notice to the landlord.

NOTE: If the rent has been paid and is current, it is not likely that abandonment will be found.

The landlord must apply to the Residential Tenancies Office (RTO) in order to remove and sell or dispose of the property. Otherwise, the landlord should itemize and store the items until such time as an RTO order is obtained or the tenant comes back to claim the items. A landlord is able to seek compensation from the tenant for any costs incurred with storing the tenant's property.

The landlord should keep a written inventory of any abandoned property and may want to take photographs of the items to document their condition.

19.2 Landlord's Duty of Care

When dealing with a tenant's personal property, the landlord should take into consideration the circumstances and the nature of the property.

The law requires the landlord to exercise reasonable care and ensure the property is not damaged, lost or stolen when it is removed and stored.

Section 20.

Dispute Resolutions

20.1 Resolving a Dispute

A landlord and tenant should always try to resolve their disagreement before it becomes a bigger problem. To do this fairly, both the landlord and tenant should understand their rights and obligations as well as the terms and conditions of their tenancy agreement.

When trying to reach an agreement, it is helpful to put concerns in writing to the other person and provide any documentation. Keep in mind, the other person might need time to review the information and decide their position. If an agreement is reached, put it in writing and have both parties sign it.

When an issue cannot be resolved, either the landlord or tenant can ask the Residential Tenancies Office (RTO) for assistance. It may be able to help by providing additional information. If this approach fails, a person can apply for dispute resolution, which is a formal process managed by the RTO.

20.2 The Dispute Resolution Process

When a person applies for dispute resolution and the application is accepted by the RTO, a formal process begins.

The RTO schedules a hearing which may be held by telephone and maintains a file on each case. It hears both sides, weighs the evidence and makes a neutral decision in line with the relevant law.

These are examples of the types of issues that can go to dispute resolution:

- tenant requests an order requiring a landlord to repair the rental unit;
- tenant requests monetary compensation from a landlord for a tenancy-related issue or debt;
- landlord requests an order of possession when a tenant will not move on a specified date; and
- landlord requests monetary compensation from a tenant for unpaid rent or damages.

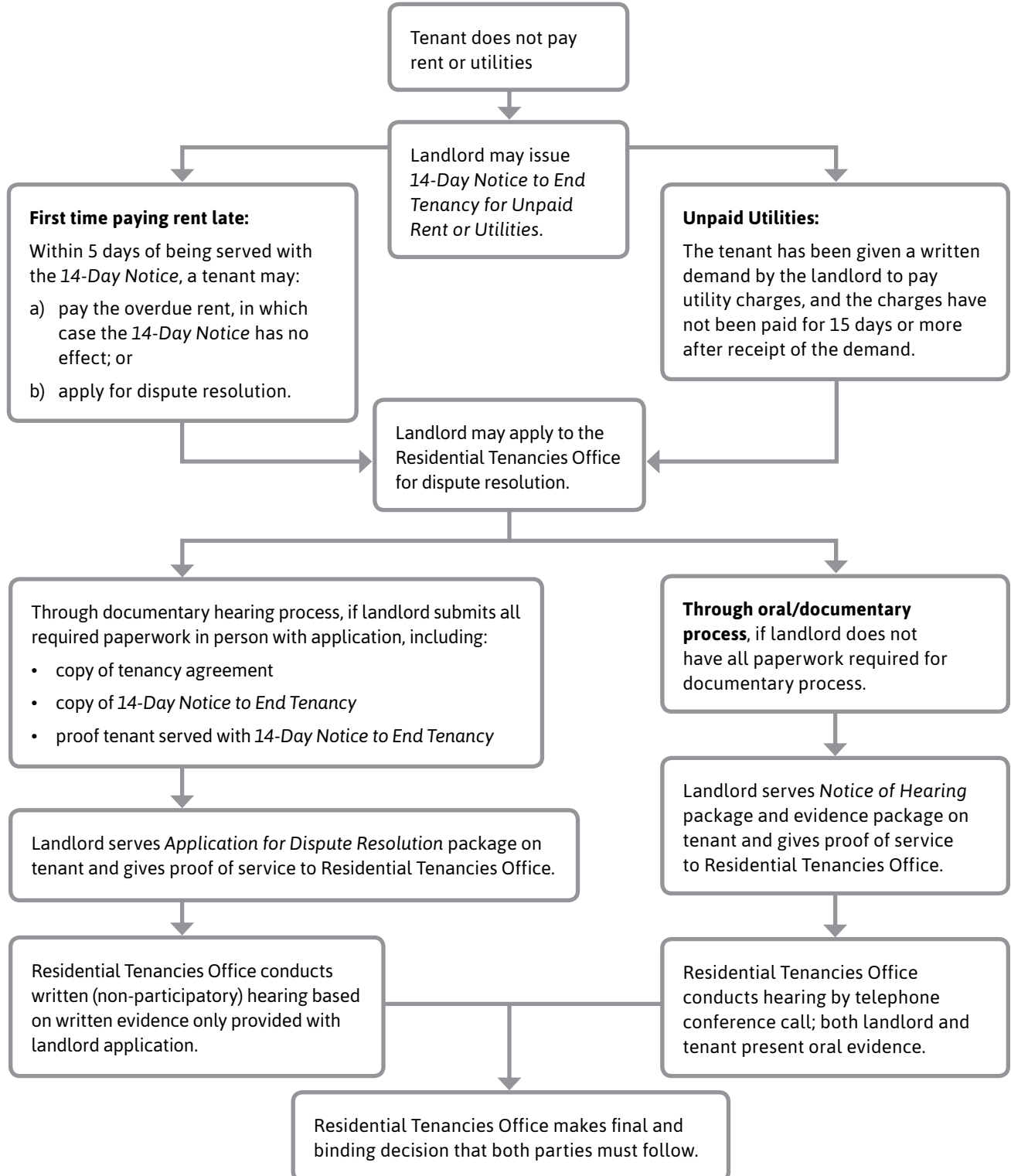
The dispute resolution process cannot be used when a dispute is between tenants or between occupants sharing a rental unit (i.e. roommates).

20.3 Administrative Penalties

An administrative penalty up to a total of \$2,500 or \$250 per day can be imposed on landlords or tenants who repeatedly contravene the *RLTA* or regulations or repeatedly and deliberately disregard an RTO decision or order.

An administrative penalty must be paid within 28 days after notice is given by the RTO.

Dispute Resolution Options for Unpaid Rent/Utilities



Section 21. Applications for Dispute Resolution

21.1 Completing an Application for Dispute Resolution

A landlord or tenant, or their representative, can apply for dispute resolution. The person applying is called the “applicant”. The person responding to the application is the “respondent”. The applicant must be able to provide the names and contact information for the respondents, who are the people with whom the applicant is having the disagreement. If the applicant cannot locate the respondent or does not have contact information, they may need to obtain an order for “substituted service” from the Residential Tenancies Office (RTO) which allows for service outside the usual required methods.

To apply, the applicant must:

- complete an application for dispute resolution form; or
- submit the application and pay the filing fee (or obtain a fee waiver).

In an application made by a landlord (applicant), there may be one or more tenants who are the “respondents”. The landlord should ensure that each tenant is served separately.

In an application made by a tenant, the “respondent” is the landlord, who may also be represented by the landlord’s agent, such as a property manager or building superintendent.

21.2 Where to Get an Application for Dispute Resolution Form:

- Online forms can be obtained online at: rto.gov.yk.ca; or
- Paper copies are available at the RTO.

21.3 Submitting the Form and Paying the Filing Fee

The basic fee for applying for dispute resolution is \$50.

An applicant who is successful at the hearing can request that an additional \$50 be ordered to cover the cost of the application fee.

NOTE: An applicant cannot claim any more than \$25,000. Claims for more than \$25,000 must be made through the Supreme Court of Yukon and not the RTO. Parties cannot split their claim into multiple actions.

There are several ways to pay:

| APPLICATION SUBMITTED | PAYMENT METHOD |
|---|--|
| In person at the RTO (307 Black Street) | <ul style="list-style-type: none">• Credit card, debit card, cash, certified cheque or money order• No personal cheques |
| By mail or courier to the RTO | Money order or certified cheque |

NOTE: All cheques/money orders must be payable to the Territorial Treasurer.

21.4 Fee waivers

The RTO may waive fees in certain circumstances if an individual cannot reasonably afford to pay. To request a fee waiver, an applicant must apply to waive the filing fee along with **clear proof of their income** (e.g. pay stubs and income tax returns) and/or appropriate documentation from the Department of Health and Social Services showing they have been approved.

Section 22. The Hearing

22.1 The Dispute Resolution Hearing

When a person makes an application for dispute resolution, the Residential Tenancies Office (RTO) sets a hearing date and prepares a package of information for the dispute resolution proceeding, (called the Hearing Package). Hearings are usually by telephone.

Both the applicant (the party filing the application) and respondent (the party responding to and defending the application) should be prepared to attend the hearing by telephone. Either or both can have someone representing them at the hearing. This person is called an agent and might be a lawyer, advocate, friend, or relative.

The Hearing Package contains the following:

1) NOTICE OF HEARING LETTER:

- provides the names of the people who are applying for dispute resolution and the other party named in the application; and
- the date, time, place and telephone numbers and access code for conference call hearings.

2) APPLICATION FOR DISPUTE RESOLUTION:

- identifies the type and details of the dispute; and
- provides any evidence submitted with the application.

The RTO gives the applicant copies of the Hearing Package for each named respondent and one for the applicant. The applicant is responsible for serving a Hearing Package on each named respondent within a specified time period.

22.2 Serving the Hearing Package

Each named respondent must receive notice of the dispute in order to prepare for the dispute resolution proceeding.

The RTO will provide copies of a Hearing Package containing all relevant information related to the hearing procedure and scheduling.

Within **three days** of the Hearing Package being available for pick up, the applicant must serve it on each of the respondents. This means that if the applicant is serving the Hearing Package by mail, it must be postmarked within **three days** of the date that it is available.

If an applicant does not pick up the Hearing Package within three days, the application may be considered abandoned and the hearing cancelled. The applicant must contact the RTO if they require alternative arrangements to receive the Hearing Package.

If the applicant does not serve the Hearing Package within three days, the RTO may dismiss the application with leave to reapply.

The Hearing Package must be served in one of the ways recognized by the *Residential Landlord and Tenant Act*.

SUBSTITUTED SERVICE

A party having difficulty serving a document using the options under the *Residential Landlord and Tenant Act* (the “RLTA”) may apply for an order allowing the document to be served in a different way. A party making such a request must show that they have made reasonable efforts to serve the documents using the service options under the RLTA and that the other party is likely to receive the material through another form of service.

22.3 What Happens at a Hearing?

Before the hearing, the parties will be informed on how to conduct themselves during the hearing and given a last chance to reach an agreement.

During a hearing, the applicant and respondent present their case and give the best evidence possible to support their claims. It is against the law to give false or misleading information.

NOTE: Only relevant and credible evidence will be given weight.

The merits of each case are based on the testimony and evidence provided at the hearing, the law and direction or precedent provided by the Courts will guide the decisions made by the Residential Tenancies Office (RTO).

The RTO may also assist the parties to resolve the dispute and can record any settlement in the form of a decision or order.

22.4 Amending an Application for Dispute Resolution

If other disputes arise between the parties, it may be possible for the applicant to amend the Application for Dispute Resolution. An additional fee will be charged only if a new hearing is required to address a new claim.

An applicant may file an amended application for Dispute Resolution with the RTO if the Hearing Package has been served and all requirements met to serve each respondent with an amended copy of the application **at least seven days** before the dispute resolution hearing.

To amend your application, write “Amended” on the first page of your application, make the changes on your application and place your initials beside any changes. File the amended application with the RTO. Photocopy the amended application and serve a copy on each respondent **at least seven days** before the dispute resolution proceeding. You may also want to provide a separate page that lists the changes between the original and the amended application.

22.5 Adding Other People to the Dispute Resolution Proceeding

If the adjudicator believes that another party will be, or is likely to be, significantly affected by the decision, the adjudicator may order that the party be given notice of the hearing and may provide that other party with an opportunity to be heard during the hearing.

A respondent may also request that another party may be added to a dispute resolution proceeding and may request an adjournment of the proceedings for this purpose. If the adjournment is granted, the other party will have an opportunity to attend the hearing and present relevant evidence.

22.6 Rescheduling and Adjournment of Hearings

A hearing may be rescheduled if written consent is received from both the applicant(s) and the respondent(s) before noon at least three business days before the scheduled date of the proceeding. For an explanation of the words “at least”, see the section on *Deadlines* for serving evidence and submitting it to the RTO.

If the parties cannot agree to reschedule prior to the rescheduling deadline, then the hearing will start as scheduled. The adjudicator will then consider the view of both parties and decide whether to grant an adjournment.

22.7 Monetary Claims

The RTO can hear a claim for an amount up to \$25,000. A claim for more than \$25,000 **must** be made through the Supreme Court of Yukon. In such circumstances, it is advisable to contact a lawyer and Court Services.

A landlord or tenant has up to one year from the end of the tenancy to submit an application for dispute resolution seeking a monetary claim for debts or damages.

Examples of monetary claims by **landlords** include:

- rent owing; or
- damage that is more than normal wear and tear.

Examples of monetary claims by **tenants** include:

- recovery of all or part of the security deposit; or
- compensation for the rental unit being unusable in part or in whole.

A monetary award will not be given for damage to the tenant’s possessions unless the tenant can demonstrate the landlord was negligent and at fault.

Section 23. Deadlines

23.1 Deadlines for Applying for Dispute Resolution

A landlord has **15 days** after a tenancy ends and the tenant provides their new address in writing, to apply for dispute resolution when a tenant will not agree to a deduction from the security deposit. (Otherwise, the landlord must return the security deposit.)

A tenant who has given a forwarding address within **one year** of leaving a unit has up to one year after a tenancy ends to apply for dispute resolution to claim the return of a security deposit.

23.2 Deadlines to Dispute a Notice to End a Tenancy

A tenant who has a valid reason to dispute a notice to end a tenancy should apply as soon as possible and must do so within specific deadlines. A landlord can apply for an order of possession after the tenant's deadline to dispute the notice has passed and the deadline for the tenant to move out has passed.

If the deadline to apply for dispute resolution falls on a holiday or weekend, it is extended to the next business day.

The Residential Tenancies Office may extend the deadline for a tenant to dispute the notice, but only in very exceptional circumstances. For instance, the tenant proves he or she was hospitalized and unavailable to apply for dispute resolution.

| TENANT DEADLINES | NUMBER OF DAYS FROM RECEIPT OF NOTICE |
|--|---------------------------------------|
| 14-DAY NOTICE FOR CAUSE | |
| Tenant can apply for dispute resolution | Within five days |
| THREE-MONTH NOTICE: (EITHER LANDLORD OR TENANT) | |
| Tenant can apply for dispute resolution | Within 10 days |
| TWO-MONTH NOTICE: (LANDLORD TO TENANT ONLY) | |
| Tenant can apply for dispute resolution | Within 10 days |

Section 24. Evidence

24.1 Evidence for a Dispute Resolution Hearing

Evidence is the information presented at the dispute resolution hearing to prove or defend a claim.

It can include spoken testimony from witnesses at the hearing or documents such as written statements, receipts and photographs.

The party who applies for dispute resolution is responsible for proving their claim. After hearing all the evidence presented by both the landlord and tenant, the adjudicator will decide which evidence is stronger or more credible.

Written submissions must be legible and must provide relevant facts and details, not just opinions; pages should be numbered. When submitting photographs, it is a good idea to put a number on the back of each photograph (and each copy of the photograph) along with a brief explanation of what is being shown, for example, “carpet stain in living room.”

There are special requirements for digital evidence. Digital evidence includes photographs, audio recordings, video recordings or any other material on an electronic device that cannot be provided to a dispute resolution proceeding on paper. All parties must be able to view any digital evidence submitted.

Whenever digital evidence is submitted, you must:

- give a written description of the digital evidence to the other party and the Residential Tenancies Office (RTO);
- make sure that both the other party and the RTO can gain access to the files; or
- meet all deadlines for services and submission of evidence.

The Residential Tenancies Office (RTO) will not accept physical evidence, such as a piece of carpet or a broken lock.

You may submit photographs or a written description of physical evidence. Each party must give the RTO and each named party written descriptions, photographs and/or expert statements supporting the evidence, as soon as possible and at least five days before the hearing. If either party misses the deadline set out in the Dispute Resolution Rules of Procedure, the adjudicator may refuse to consider the evidence.

WITNESSES

Both the applicant and the respondent should provide the RTO, as well as all other parties with the names of any witnesses they intend to introduce at a hearing. The RTO must be given the contact information and telephone number of each witness the parties will be calling. This should be provided in the same way as other evidence.

24.2 Submitting Evidence to the Residential Tenancies Office

The RTO must receive a copy of any evidence for a hearing at least five full business days before the hearing date, not including weekends and holidays.

For example, if your hearing is on a Friday, the evidence must be submitted to the RTO no later than Thursday of the previous week. Late evidence may not be considered.

24.3 Serving Evidence on the Other Party

Copies of all evidence must be served on the other party as soon as possible and at least five full days before the dispute resolution hearing. Copies of documents must be clear and readable.

At the hearing, a person must be able to prove that he/she served evidence (a “Declaration of Service” may be required as proof). If the other party did not get the evidence on time or has not had a fair chance to review it, the RTO may postpone the hearing or not permit the evidence to be considered.

Deadlines for serving evidence and submitting it to the Residential Tenancies Office.

The RTO’s Rules of Procedure include deadlines for serving copies of evidence for both the applicant and the respondent, and submitting copies of evidence to the RTO. The applicant and the respondent are each responsible for ensuring they meet the deadlines. Evidence is **served** on the applicant and respondents and **submitted** to the RTO.

Calendar days are used to calculate deadlines for serving a person. **Business days** are used to calculate deadlines for submitting documents to the RTO or serving documents on a business or office. This is because the RTO and most businesses are closed on weekends and holidays.

The words “at least” when calculating deadlines have special meaning when calculating deadlines for serving documents.

How to calculate the deadline for submitting evidence to the RTO:

- count five full days before the hearing date;
- do not count weekends or government holidays;
- do not count the hearing day; and
- do not count the day when you submit the evidence.

EXAMPLE FOR SERVICE ON THE RESIDENTIAL TENANCIES OFFICE

| NOVEMBER 2014 CALENDAR | | | | | | |
|------------------------|------|------------------------------|------|--------------------|------|------|
| Sun. | Mon. | Tues. | Wed. | Thurs. | Fri. | Sat. |
| | | | | | | 1 |
| 2 | 3 | 4 Document must be served | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 Statutory Holiday | 12 | 13 Hearing Date | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

How to calculate the deadline for serving evidence on a person:

- count five full days before the hearing date;
- do not count the hearing day; and
- do not count the day you serve the evidence on the party.

EXAMPLE FOR SERVICE ON A PERSON

| NOVEMBER 2014 CALENDAR | | | | | | |
|------------------------|------|----------------------------|------|-----------------------|------------------------------------|------|
| Sun. | Mon. | Tues. | Wed. | Thurs. | Fri. | Sat. |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 Document must be served | 8 |
| 9 | 10 | 11 Statutory Holiday | 12 | 13 Hearing Date | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

How to calculate the deadline for serving evidence on a business or office:

- count five full days before the hearing date;
- do not count weekends or statutory holidays;
- do not count the hearing day; and
- do not count the day the party receives the evidence.

EXAMPLE FOR SERVICE ON A BUSINESS OR OFFICE

| NOVEMBER 2014 CALENDAR | | | | | | |
|------------------------|------|------------------------------|------|--------------------|------|------|
| Sun. | Mon. | Tues. | Wed. | Thurs. | Fri. | Sat. |
| | | | | | | 1 |
| 2 | 3 | 4 Document must be served | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 Statutory Holiday | 12 | 13 Hearing Date | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

NOTE: The deadline is the date it is received by the party. A document that is given or served by regular or registered mail is considered received on the fifth day after it was mailed.

Section 25.

Orders and Decisions

25.1 A Residential Tenancies Office (RTO) Order

After a hearing, the RTO will issue an order. The decision is final and binding.

In many cases, one or both parties may be partially, but not wholly successful. Generally speaking, only a “substantially successful” applicant will have their application fee covered by the respondent).

25.2 Enforcing a Residential Tenancies Office Order

The RTO does **not** enforce orders.

Once the seven-day review period has passed, if the other party does not comply with the order, the successful party must file the order with the Supreme Court of Yukon and follow court procedures to enforce the order.

25.3 Correction or Review of a Decision or Order

No one, other than the RTO, has the authority to change an RTO original decision or order.

The RTO may make a correction or clarification on their own initiative.

The RTO does **not** need to conduct a hearing to:

- correct typographic, grammatical, arithmetic or similar errors in the order;
- clarify the decision or order; or
- deal with an obvious error or inadvertent omission in the decision or order.

25.4 Review of a Decision or Order

The RTO may review an order only if one of the following grounds applies:

- A party was unable to attend the original hearing due to circumstances beyond their control.
NOTE: Compelling proof will be required.
- A party has new and relevant evidence that was not available at the time of the original hearing.
- A party has evidence that the RTO decision was obtained by fraud.

To request a review, a party must apply and pay a \$75 fee in addition to providing sufficient evidence to support the grounds for the review. A review is not an opportunity to reargue the original case. The process is simply to decide if a new hearing should be held.

NOTE: If sufficient evidence is provided, the \$75 fee may be waived if the individual cannot reasonably afford to pay.

An application for review can be made without giving notice to the other party and must be done within seven days of the order being received. If the RTO decides to proceed with a review hearing, the applicant must then serve the other party with a copy of this decision within three days after pickup. During the review hearing, both parties will have an opportunity to respond.

The applicant must clearly indicate the grounds for review and attach sufficient evidence. Evidence may include affidavits, documents, or exhibits. The RTO will decide whether to reopen the matter based solely on the application and accompanying evidence.

When you have a Monetary Decision/Order...



Section 26.

Police Involvement

26.1 When It May be Appropriate to Involve the Police

- a landlord legitimately suspects a tenant has passed away;
- when a landlord enters a rental unit after serving proper written notice (or alternatively, the landlord needs to enter because of an emergency) and is concerned that a tenant may physically resist this legal entry;
- to respond to a complaint from, a landlord or tenant regarding excessive noise, imminent serious damage to property or person, or physically threatening confrontations between tenants or between landlords and tenants; or
- the landlord reasonably believes that the rental property is regularly being used for illegal activities.

NOTE: In this case, a person can call SCAN (Safer Communities and Neighbourhoods) at (867) 456-7226.

26.2 When It May be Appropriate to Get the Sheriff's Office Involved

- the Sheriff may execute an order of possession from the Residential Tenancies Office (RTO);
- to seize properties to enforce a monetary order; or
- the Sheriff's Office will serve documents for a fee.

26.3 When It is NOT Appropriate to Involve the Police or Sheriff's Office

- to ask to act as a witness;
- to ask to make a decision regarding landlord and tenant rights;
- to seize properties to compel payment of monetary order (unless there is a court registered RTO order); or
- to let a landlord into a residential unit to seize personal property or change the locks (unless there is a court registered RTO order).

Section 27.

Housing Agency - Exemptions and Important Clauses

“Housing Agency” is defined as the Yukon Housing Corporation, Kwanlin Dün First Nation and Grey Mountain Housing Society.

27.1 Rental Increases

General Rule for a Non-Housing Agency – After the first year of a tenancy, the general restriction is that the rent can only be increased once a year and requires three months’ written notice.

Housing Agency Rule – A housing agency is exempted from the requirements around notice of rent increases, but **only if** the rent of a unit is related to the tenant’s income or the income of the tenant’s household.

27.2 Subletting/Assignment

General Rule for a Non-Housing Agency – A landlord must not unreasonably withhold consent to allow a tenant to assign or sublet a tenancy agreement.

Housing Agency Rule – A housing agency is exempt from the requirement that a landlord not unreasonably withhold consent to allow a tenant to assign or sublet a tenancy agreement.

27.3 Ending a Tenancy for Cause

General Rule for a Non-Housing Agency – The RLTA outlines notice periods required for landlords to end a tenancy, depending on the type of tenancy and the reason for ending it.

Housing Agency Rule – A housing agency must serve one full month’s written notice if it wishes to end a tenancy because the tenant ceases to be eligible for a subsidized rental unit, or if the tenant has not reported or has misrepresented income or other information required under the tenancy agreement to establish eligibility for the subsidized rental unit.

Section 28.

Forms

The following forms are available online at rto.gov.yk.ca or by visiting the Residential Tenancies Office (RTO) at 307 Black Street, 1st floor, Whitehorse.

28.1 Description of Various Forms

AT THE START OF A TENANCY

Residential Tenancy Agreement (i.e. “lease”) – A contract signed by both the landlord and the tenant(s) establishing the rules of the tenancy.

Condition Inspection Report – A report listing the condition of the unit on the tenant’s move-in and move-out day (preferably when the unit is vacant).

NOTE: Copies of these two forms are included in this handbook.

ENDING THE TENANCY

Notice to End Tenancy – A landlord or tenant must use a written notice to end the tenancy agreement, unless the tenancy is a fixed-term agreement that contains a clear end date or the landlord and tenant have agreed in writing to end the tenancy:

- 14-Day Notice to End Tenancy;
- One-Week;
- One-Month;
- Two-Month; or
- Three-Month Notice to End Tenancy

NOTE: In the case of one-week tenancies, please modify either the one-month or two-month notice to clearly identify this tenancy period.

DISPUTE RESOLUTION

Application for Dispute Resolution – The person wanting the Residential Tenancies Office (RTO) to resolve a dispute must apply to the RTO. An application must be accompanied with the required filing fee unless a fee waiver is obtained. A fee waiver must be submitted at the same time as the application is submitted and the application will only be accepted by the RTO if the fee waiver is successful. In the event that an individual is unsuccessful with their fee waiver application, the required fee must be paid if they wish to move ahead with their application.

Application to Waive the Filing Fee – If a person cannot reasonably afford to pay, they must complete this form to ask that the RTO waive the fee for filing an application or review a decision.

NOTE: Carefully review the financial requirements and/or proof of financial status.

Declaration of Service – This form will be considered proof that the Hearing Package was served (delivered) according to the requirements laid out in the RLTA.



The Residential Tenancies Office (RTO) is of the opinion that this Tenancy Agreement accurately reflects the *Residential Landlord and Tenant Act (RLTA)* and accompanying regulations. **The RTO makes no representations or warranties regarding the use of this Agreement.** A landlord and tenant may wish to obtain independent legal advice regarding whether this agreement satisfies their own personal needs.

Parties are allowed to customize this agreement to suit their needs so long as changes (additions or deletions) are not contrary to the *RLTA* and the related regulations.

The words **tenant** and **landlord** in this tenancy agreement have the same meaning as in *RLTA*, and the singular of these words includes the plural. In this tenancy agreement, the words **rental unit and residential property** have the same meaning as in the *RLTA*.

IF ADDITIONAL SPACE IS REQUIRED TO LIST ALL PARTIES, complete and attach Schedule of Parties

Please check box if Schedule of Parties is attached

| RESIDENTIAL TENANCY AGREEMENT BETWEEN: (USE FULL, CORRECT LEGAL NAMES) | | | | |
|--|--------------------------|------------------------|-----------|-------------|
| the LANDLORD(S): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name) | | | | |
| LAST NAME | FIRST AND MIDDLE NAME(S) | | | |
| LAST NAME | FIRST AND MIDDLE NAME(S) | | | |
| and the TENANT(S): | | | | |
| LAST NAME | FIRST AND MIDDLE NAME(S) | | | |
| LAST NAME | FIRST AND MIDDLE NAME(S) | | | |
| ADDRESS OF RENTAL UNIT: | | | | |
| UNIT # | STREET ADDRESS | CITY | TERRITORY | POSTAL CODE |
| EMERGENCY CONTACT INFORMATION: (for tenant to contact landlord) | | | | |
| _____ | | | | |
| ADDRESS FOR SERVICE of the <input type="checkbox"/> landlord <input type="checkbox"/> landlord's agent: | | | | |
| UNIT # | STREET ADDRESS | CITY | TERRITORY | POSTAL CODE |
| DAYTIME PHONE NUMBER | OTHER PHONE NUMBER | FAX NUMBER FOR SERVICE | | |
| MAXIMUM NUMBER OF OCCUPANTS PERMITTED IN THE RENTAL UNIT: _____ | | | | |
| If the amount of rent payable varies with the number of occupants, this must be specified below: | | | | |
| _____ | | | | |

1. APPLICATION OF THE RESIDENTIAL LANDLORD AND TENANT ACT

1. The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the *RLTA* or a regulation made under that *RLTA*.

If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.

2. Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.
3. The requirement for agreement under subsection (2) does not apply to:
- a rent increase given in accordance with the *RLTA*
 - a withdrawal of, or a restriction on, a service or facility in accordance with the *RLTA*, or
 - a term in respect of which a landlord or tenant has obtained a dispute resolution officer's order that the agreement of the other is not required.

2. LENGTH OF TENANCY (PLEASE FILL IN THE DATES AND TIMES IN THE SPACES PROVIDED)

This tenancy starts on: _____
(YYYY/MM/DD)

Length of tenancy: (please check a, b or c and provide additional information as requested)

This tenancy is:

- a) on a month-to-month basis
- b) for a fixed length of time: start date: _____ ending on: _____
(YYYY/MM/DD) (YYYY/MM/DD)

At the end of this fixed length of time: (please check one option, i or ii)

- i) the tenancy may continue on a month-to-month basis or another fixed length of time
- ii) the tenancy ends and the tenant must move out of the residential unit.
If you choose this option, both the landlord and tenant must initial in the boxes to the right.
- | | |
|------------------------|----------------------|
| LANDLORD'S INITIALS | TENANT'S INITIALS |
|------------------------|----------------------|
- c) other periodic tenancy as indicated below:
 weekly yearly other: _____

3. RENT (PLEASE FILL IN THE INFORMATION IN THE SPACES PROVIDED)

a) Payment of Rent:

The tenant will pay the rent of \$ _____ each (check one) month week other _____ to the landlord on the first day of the rental period which falls on the (due date, e.g., 1st, 2nd, 31st) _____ day of each (check one) month week other _____ subject to rent increases given in accordance with the *RLTA*. If "Other" box is checked, the time period **must** be specified.

The tenant must pay the rent on time. If the rent is late, the landlord may issue a notice to end the tenancy to the tenant, which will take effect not earlier than 14 full days after the date the notice is given.

b) What is included in the rent: (Check only those that are included and provide additional information, if needed.)

The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement.

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Water | <input type="checkbox"/> Stove and Oven | <input type="checkbox"/> Internet | <input type="checkbox"/> Storage |
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Cable/Satellite TV | <input type="checkbox"/> Garbage Collection |
| <input type="checkbox"/> Heat | <input type="checkbox"/> Fuel | <input type="checkbox"/> Wood | <input type="checkbox"/> Refrigerator |
| <input type="checkbox"/> Laundry (free) | <input type="checkbox"/> Furniture | <input type="checkbox"/> Carpets | <input type="checkbox"/> Snow Removal |
| <input type="checkbox"/> Parking for _____ vehicles | <input type="checkbox"/> Other: _____ | | |
| <input type="checkbox"/> Additional Information: _____ | | | |

4. SECURITY DEPOSIT

The tenant(s) is **required to pay** a security deposit of \$ _____ by _____
(YYYY/MM/DD)

The landlord agrees

- a) that the security deposit must not exceed the first month's rent payable for the residential property,
 - b) to keep the security deposit during the tenancy and pay interest on it in accordance with the regulations, and
 - c) to repay the security deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless
 - i) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
 - ii) the landlord applies for dispute resolution under the *RLTA* within 15 days of the end of the tenancy agreement to claim some or all of the security deposit.
1. The 15 day period starts on the later of
 - a) the date the tenancy ends, or
 - b) the date the landlord receives the tenant's forwarding address in writing.
 2. If a landlord does not comply with the above sections
 - a) may not make a claim against the security deposit, and
 - b) must pay the tenant the amount of the security deposit.
 3. The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

5. PETS

Any term in this tenancy agreement that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the *Human Rights Act*. (Example: Service Animals)

6. CONDITION INSPECTIONS

1. In accordance with section 22 of the *RLTA*, the landlord and tenant must inspect the condition of the rental unit together
 - a) at the start of a tenancy, and
 - b) at the end of the tenancy.
2. The landlord and tenant may agree on a different day for the condition inspection.
3. The right of both the tenant and the landlord to claim against a security deposit for damage to the residential property may be extinguished if the party does not comply with the *Residential Landlord and Tenant Act*.

7. PAYMENT OF RENT

1. The tenant must pay the rent in full and on time, unless the tenant is permitted under the *RLTA* to deduct from the rent. If the rent is unpaid, the landlord may serve a written notice to end a tenancy on the tenant, which may take effect not earlier than 14 days after the date the tenant receives the notice.

2. The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made in accordance with the *Residential Landlord and Tenant Act*.
3. The landlord must give the tenant a receipt for rent paid in cash.
4. The landlord must return to the tenant on or before the last day of the tenancy any postdated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any postdated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

8. RENT INCREASE

- 1) Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment.
- 2) A landlord must give a tenant 3 full months notice, in writing, of a rent increase. [For example, if the rent is due on the 1st of the month and the tenant is given notice any time in February,

including February 1st, there must be 3 full months before the increase begins. In this example, the months are March, April and May, so the increase would begin on June 1st.]

9. ASSIGN OR SUBLET

- 1) The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. The tenant must give one month notice. The landlord must not unreasonably withhold consent. Under an assignment a new tenant must assume all of the rights and obligations under the existing tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.
- 2) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for dispute resolution with the Residential Tenancies Office.

10. MAXIMUM NUMBER OF OCCUPANTS

The maximum number of occupants must be clearly stated in the tenancy agreement. If the amount of rent payable varies with the number of occupants, this must also be specified.

11. REPAIRS

- 1) Landlord's obligations:
 - a) The landlord must provide the residential property in a reasonable state of repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
 - b) A tenant should notify the landlord if any repairs are required and has a duty to mitigate any damage to the property (such as taking steps to minimize damage in the case of emergencies)
 - c) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may seek an order from the RTO for the completion and costs of the repair.
- 2) Tenant's obligations:
 - a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the

tenant or a person permitted on the residential property by the tenant. The tenant is not responsible for reasonable wear and tear to the residential property.

- b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may seek a monetary order through dispute resolution for the cost of repairs, serve a notice to end a tenancy, or both.
- 3) Emergency Repairs:
 - a) The landlord must post and maintain in a conspicuous place on the residential property, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.
 - b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord reasonable time to complete the repairs.
 - c) If the emergency repairs are still required, the tenant may reasonably undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.
 - d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and includes
 - i) major leaks in pipes or the roof,
 - ii) damaged or blocked water or sewer pipes or plumbing fixtures,
 - iii) the primary heating system,
 - iv) damaged or defective locks that give access to a rental unit, or
 - v) the electrical systems.

12. OCCUPANTS AND GUESTS

- 1) The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.
- 2) The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.

- 3) If the number of occupants in the rental unit exceeds the maximum number, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy.

13. LOCKS

- 1) The landlord must not change locks or other means of access to residential property unless the landlord provides each tenant with new keys or other means of access to the residential property.
- 2) The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.
- 3) The tenant must not change locks or other means of access to
 - a) common areas of residential property, unless the landlord consents to the change, or
 - b) his or her rental unit, unless the landlord consents in writing to, or a dispute resolution officer has ordered, the change.

14. LANDLORD'S ENTRY INTO RENTAL UNIT

- 1) For the duration of the tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit.
- 2) The landlord may enter the rental unit only if one of the following applies:
 - a) at least 24 hours and not more than 7 days before the entry, the landlord gives the tenant a written notice which states
 - i) the purpose for entering, which must be reasonable, and
 - ii) the date and the time of the entry, which must be between 8 a.m. and 8 p.m. unless the tenant agrees otherwise;
 - b) there is an emergency and the entry is necessary to protect life or property;
 - c) the tenant gives the landlord permission to enter at the time of entry or not more than 7 days before the entry;
 - d) the tenant has abandoned the rental unit;
 - e) the landlord has an order from the RTO or court order saying the landlord may enter the rental unit;
 - f) the landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.

15. ENDING THE TENANCY

- 1) Either the landlord or the tenant can end a yearly tenancy by serving the other party with a 3 month written notice. The tenant may end a monthly tenancy by giving the landlord at least one month's written notice, whereas the landlord must provide two full months of notice for the same types of tenancy. A notice must be given no later than the day before rent is due to start the clock for the following rental month.
- 2) This notice must be in writing and must
 - a) include the address of the rental unit,
 - b) include the date the tenancy is to end,
 - c) be signed and dated by the tenant, and
 - d) include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.
- 3) If this is a fixed term tenancy and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the *Residential Landlord and Tenant Act*.
- 4) The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.
- 5) The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

16. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

17. RESOLUTION OF DISPUTES

Either the tenant or the landlord has the right to apply for dispute resolution to resolve a dispute, as provided under the *Residential Landlord and Tenant Act*.

18. FEES

Permitted fees include: fee for key replacement or for additional keys, lock or access device. This fee must not be greater than the direct cost of replacing the key, lock or access device.

NSF: If the tenancy agreement includes this as a term, a landlord may charge a tenant the service fee charged by the bank if a tenant's cheque is returned. The landlord may also charge an additional administrative fee up to \$25 for return of cheque.

19. ADDITIONAL TERMS

- a) Write down any additional terms which the tenant and the landlord agree to. Additional terms may cover matters such as pets, yard work, smoking, fuel and snow removal. Additional pages may be added.
- b) Any addition to this tenancy agreement must comply with the *Residential Landlord and Tenant Act* and regulations, and must clearly communicate the rights and obligations under it. If a term does not meet these requirements, or is unconscionable, the term is not enforceable.
- c) Attached to this tenancy agreement, there is is not an Addendum

If there is an Addendum attached, provide the following information on the Addendum that forms part of this tenancy agreement:

Number of pages of the Addendum: _____ Number of additional terms in the Addendum: _____

20. MINIMUM RENTAL STANDARDS

PART 1 GENERAL

Purposes

1 The purpose of this Schedule is to establish minimum rental standards that ensure rental units and residential properties are safe, sanitary and fit for human habitation.

Principles

2(1) The minimum rental standards set out in this Schedule are to be interpreted having regard to the age, character and location of the rental unit and residential property, and the services or facilities that are provided or agreed to be provided.

(2) A tenant or landlord must not interfere with the responsibility of the other for complying with the Act or this Regulation, or for providing a service or facility as agreed in a tenancy agreement.

(3) Tenants and landlords have a duty to inform each other if there are concerns or issues regarding their rental units or other parts of their residential properties.

(4) A tenant must not do anything at or in respect of the rental unit or any other part of the residential property that would reasonably be expected to create a health, fire or safety hazard.

Interpretation

3(1) In this Schedule

“drinking water” means water that meets the health parameters of the *Guidelines for Canadian Drinking Water Quality* published by Health Canada, as amended or replaced from time to time. « *eau potable* »

“plumbing” means all or any part of a drainage system, a water system or a related venting system, including pipes, tanks, water heaters, vents, drain fittings and fixtures; « *plomberie* »

(2) A reference in this Schedule to a residential property in respect of a rental unit means, unless the context indicates otherwise, the rental unit and any other parts of the residential property that the tenancy agreement gives the tenant access to.

(3) For greater certainty, subject to subsection (2) a word or expression that is defined for the purposes of the Act has the same meaning in this Schedule.

PART 2 LOT AND EXTERIOR

Surface drainage

4 The landlord must provide surface water drainage and disposal on the residential property to help prevent

20. MINIMUM RENTAL STANDARDS

erosion, ponding and entry of water into buildings and other structures located on the residential property.

Accessory buildings and other structures

5 The landlord must provide buildings and other structures (other than fences) on the residential property in good repair and free from conditions that would reasonably be expected to create a health, fire or safety hazard.

Walks, steps, driveways and parking areas

6 Walks, steps, driveways and parking areas of the residential property must be provided by the landlord in good condition to afford safe, unobstructed passage and a safe surface and, unless otherwise agreed to by both the landlord and the tenant and stated in the tenancy agreement, must be maintained in that condition by

- (a) the tenant, for any area of the residential property that is for the tenant's exclusive use; and
- (b) the landlord, for all other areas of the residential property.

Yards

7 The landlord must provide the yard of the residential property in a condition that is clean and free from rubbish, debris, holes, excavations and other objects and conditions that would reasonably be expected to create a health, fire or safety hazard.

Porches, stairs and balconies

8 The landlord must provide all porches, balconies, landings, and stairs on the residential property with handrails as required under the *Building Standards Act*, and must maintain the porches, balconies, landings and stairs free from defects that would reasonably be expected to create a health, fire or safety hazard.

Exterior walls

9 The landlord must provide exterior walls of buildings on the residential property with a cladding or covering reasonably free of holes, cracks, and excessively worn surfaces so as to prevent the entrance of moisture, insects, and rodents into the structure, and to provide reasonable durability.

Roofs

10 The landlord must provide each building on the residential property with a weather-tight roof (including eavestroughing and water piping as appropriate), and must ensure that water from the roof of the buildings is reasonably directed away from the building.

PART 3 SAFETY AND FIRE PROTECTION

Safety alarms and equipment

11(1) The landlord must ensure that the residential property conforms to all applicable requirements under the *Fire Prevention Act*.

(2) The landlord and the tenant must comply with each obligation imposed on them under the *Fire Prevention Act*, including (but not limited to) those that relate to smoke alarms and carbon monoxide alarms.

Fuel burning appliances

12(1) The landlord must ensure that all fuel burning appliances in the residential property are lawfully installed, are in good working order and are regularly serviced in accordance with the manufacturer's instructions.

(2) The landlord must ensure that chimneys, smoke pipes, connections, and their components on the residential property are kept clear of obstructions, are cleaned annually (or more frequently if necessary), and are maintained in good working order.

20. MINIMUM RENTAL STANDARDS

Safe passage out

13(1) The landlord must provide the rental unit with a safe, continuous, and unobstructed passage from the interior of the rental unit to the exterior grade level of the building. The passage must not pass through a room contained in a separate rental unit.

(2) The tenant must not unreasonably obstruct the passage from the interior of the rental unit to the exterior grade level of the building.

(3) The landlord must ensure that every room in the rental unit that is intended to be a bedroom has a window that provides a safe passage out as required under the *Building Standards Act*.

PART 4 INTERIOR

Basements, crawl spaces and foundations

14 The landlord must provide cellars, basements, crawl spaces and foundations of the residential property in good repair such that they are reasonably weather tight and rodent proof.

Walls, ceilings and floors

15 The landlord must provide walls, ceilings and floors of the residential property in a structurally sound condition reasonably free from major cracks, crevices, holes and defects.

Floors

16 The landlord must provide floors in the washrooms, shower rooms, toilet rooms, bathrooms and laundry rooms of the residential property that are reasonably resistant to moisture.

Doors and windows

17 The landlord must provide exterior doors, windows and frames on the residential property that operate satisfactorily and are reasonably weather tight, and must repair or replace any damaged or missing parts, including broken glass and defective hardware.

Entrance doors

18 The landlord must provide entrance doors to rental units that are capable of being locked from both inside and outside.

Heating

19(1) The landlord must maintain the heating system in the building in which the rental unit is located in good working condition.

(2) The tenant must not use, and the landlord must not require the tenant to use

(a) a cooking appliance as a primary source of space heating; nor

(b) a portable space heater as a primary source of heat.

(3) Whichever of the landlord and the tenant controls the temperature of the rental unit must neither allow the rental unit to be so cold, nor cause it to be so hot, that it is reasonable to expect the temperature

(a) to be a health or safety hazard; or

(b) to cause damage to the rental unit.

(4) Subsection (3) does not require the landlord or the tenant to do anything to reduce the temperature of the rental unit other than to refrain from heating it.

20. MINIMUM RENTAL STANDARDS

Plumbing and water supply

20(1) If the rental unit includes a plumbed water supply system

(a) if the water for the system is supplied directly from a large public drinking water system (as defined in the *Drinking Water Regulation* under the *Public Health and Safety Act*, the landlord must ensure that the system provides an adequate supply of drinking water to the rental unit;

(b) the landlord must provide all plumbing in the rental unit in sound condition, maintain it reasonably free from leaks and obstructions, and ensure it is protected from freezing; and

(c) the tenant must maintain all plumbing reasonably free from obstructions and must immediately inform the landlord if the tenant has reason to believe the plumbing is not in sound condition or is not reasonably free from leaks and obstructions.

(2) For the purposes of paragraph (1)(a), water that is supplied to a rental unit directly from a large public drinking water system is deemed to be drinking water unless there are reasonable grounds to believe that it is not.

(3) If the rental unit does not include a plumbed water supply system, or its plumbed water supply system is supplied otherwise than directly from a large public drinking water system, the landlord must supply drinking water in the amount, if any, specified in the tenancy agreement.

Toilets

21(1) The landlord must provide the rental unit with toilet facilities, whether indoor or outdoor, that meet reasonable health and safety standards and that have a lockable door to provide privacy.

(2) If a shared bathroom or toilet room includes one or more toilet stalls, the landlord must provide each toilet stall with a lockable door that provides privacy.

Bathrooms

22(1) If the rental unit contains a bathroom with one or more fixtures including sinks, showers, tubs and toilets, the landlord must provide the fixtures in good working order.

(2) The landlord must provide each indoor bathroom with a lockable door that provides privacy.

Sewage disposal

23(1) The landlord must ensure that the rental unit is connected to a public sewage system or to a maintained and functioning private sewage disposal system, or has an outhouse if there is no plumbed water at the rental unit.

(2) The landlord must provide the sewage systems and all related components in proper operating condition, free from leaks, defects, and obstructions, and suitably protected from freezing.

Ventilation

24(1) The landlord must provide the rental unit with sufficient ventilation so as not to create dampness, moisture or condensation in the rental unit that might reasonably be expected to lead to rot, mildew or other conditions that are a potential health hazard.

(2) The tenant must use the means provided by the landlord to ensure sufficient ventilation as described in subsection (1).

Electrical services

25 If the rental unit is connected to an electrical power system

(a) the landlord must provide all outlets, switches, wiring, and fixtures in safe working condition; and

(b) the tenant must neither change the system in such a way as to create a safety or fire hazard nor overload it.

20. MINIMUM RENTAL STANDARDS

Appliances

26 If the tenancy agreement requires the landlord to provide appliances in the rental unit

- (a) the landlord must provide properly installed and vented appliances that are in good working condition; and
- (b) the tenant must maintain the appliances in good working condition and must immediately inform the landlord if the tenant has reason to believe an appliance is not in that condition.

Pest prevention

27(1) The landlord must provide the residential property free of rodent, vermin, and insect infestations and must take appropriate measures to exterminate infestations, should they occur.

(2) The tenant must maintain the residential property free of attractants that would reasonably be expected to cause rodent, vermin or insect infestations.

Overcrowding

28 Neither the landlord nor the tenant may allow more people to reside in the rental unit than the lowest maximum number permitted under the fire code established under the *Fire Prevention Act* and other applicable health and safety standards.

COMPLIANCE TIMELINE

IMPORTANT: Landlords will have one full year from the date the regulations come into force to comply with the minimum rental standards.

NOTE: This section also applies to pre-existing tenancies.

BY SIGNING THIS TENANCY AGREEMENT, THE LANDLORD AND THE TENANT ARE BOUND BY ITS TERMS.

the LANDLORD(S): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

| | |
|-----------|--------------------------|
| LAST NAME | FIRST AND MIDDLE NAME(S) |
|-----------|--------------------------|

Signature: _____ Date: _____
(YYYY/MM/DD)

| | |
|-----------|--------------------------|
| LAST NAME | FIRST AND MIDDLE NAME(S) |
|-----------|--------------------------|

Signature: _____ Date: _____
(YYYY/MM/DD)

TENANT(S):

| | |
|-----------|--------------------------|
| LAST NAME | FIRST AND MIDDLE NAME(S) |
|-----------|--------------------------|

Signature: _____ Date: _____
(YYYY/MM/DD)

| | |
|-----------|--------------------------|
| LAST NAME | FIRST AND MIDDLE NAME(S) |
|-----------|--------------------------|

Signature: _____ Date: _____
(YYYY/MM/DD)

GENERAL INFORMATION ABOUT RESIDENTIAL TENANCY AGREEMENTS

Important Legal Document – This tenancy agreement is an important legal document. Keep it in a safe place.

Additional Terms – Any additional terms cannot contradict or change any right or duty under the *RLTA* or this tenancy agreement.

Amendment of the *RLTA* – The *RLTA* or a regulation made under the *RLTA*, as amended from time to time, take priority over the terms of this tenancy agreement.

Condition Report – The landlord and tenant are required to inspect the residential unit together at the beginning and end of the tenancy and complete a written condition inspection report. A report may describe any damage, how clean each room is, and the general condition of the residential unit including: the floors, carpets, appliances, and paint on the walls. The report must be signed and dated by both the landlord and the tenant who made the inspection, and both parties must receive a copy. The parties should keep their respective copies in a safe and secure location.

Change of Landlord – A new landlord has the same rights and duties as the previous one and must follow all the terms of this agreement unless the tenant and new landlord agree to other terms.

Resolution of Disputes – If problems or disagreements arise, the landlord and tenant should try to talk to each other to find a solution. If they still cannot agree, a landlord or a tenant may apply for a dispute resolution to get a decision.

FOR MORE INFORMATION

RTO website: www.rto.yk.ca Phone: (867) 667-5944



CONDITION INSPECTION REPORT

LEGAL NAME OF LANDLORD (if entry is a business name, enter the full legal business name)

POSSESSION DATE

LAST NAME, FIRST NAME, MIDDLE NAMES

YYYY / MM / DD

LANDLORD'S ADDRESS FOR SERVICE

MOVE-IN INSPECTION DATE

UNIT # STREET ADDRESS CITY TERRITORY POSTAL CODE

YYYY / MM / DD

LEGAL NAME OF TENANT

MOVE-OUT DATE

LAST NAME, FIRST NAME, MIDDLE NAMES

YYYY / MM / DD

ADDRESS OF RENTAL UNIT

MOVE-OUT INSPECTION DATE

UNIT # STREET ADDRESS CITY TERRITORY POSTAL CODE

YYYY / MM / DD

LEGAL NAME OF TENANT'S AGENT (if applicable)

ON MOVE-IN

ON MOVE-OUT

| CONDITION CODES: | | CONDITION AT BEGINNING OF TENANCY | | CONDITION AT END OF TENANCY | |
|--|-------------------------------------|-----------------------------------|------|-----------------------------|------|
| D = Damaged S = Scratched G = Good B = Broken F = Fair DT/ST = Dirty/Stained P = Poor W = Working Properly M = Missing | | COMMENT | CODE | COMMENT | CODE |
| ENTRY | Walls and Trim | | | | |
| | Ceilings | | | | |
| | Closets | | | | |
| | Lighting Fixtures/Ceiling Fan/Bulbs | | | | |
| | Windows/Coverings/Screens | | | | |
| | Windows/Coverings/Screens | | | | |
| | Floor Carpet | | | | |
| KITCHEN | Ceiling | | | | |
| | Walls and Trim | | | | |
| | Floor/Carpet | | | | |
| | Countertop | | | | |
| | Cabinets and Doors | | | | |
| | Stove/Stove Top | | | | |
| | Oven | | | | |
| | Exhaust Hood and Fan | | | | |
| | Taps, Sink and Stoppers | | | | |
| | Refrigerator | | | | |
| | Crisper/Shelves | | | | |
| | Freezer | | | | |
| | Door/Exterior | | | | |
| | Closet(s) | | | | |
| | Dishwasher | | | | |
| | Lighting Fixtures/Bulbs | | | | |
| Windows/Coverings/Screens | | | | | |
| Electrical Outlets | | | | | |

| | | COMMENT | CODE | COMMENT | CODE |
|---------------------------|-------------------------------------|---------|------|---------|------|
| LIVING ROOM | Ceiling | | | | |
| | Walls and Trim | | | | |
| | Floor/Carpet | | | | |
| | Air Conditioner/Cover | | | | |
| | Fireplace | | | | |
| | TV Cable/Adaptor | | | | |
| | Closet(s) | | | | |
| | Lighting Fixtures/Ceiling Fan/Bulbs | | | | |
| | Windows/Coverings/Screens | | | | |
| | Electrical Outlets | | | | |
| | | | | | |
| DINING ROOM | Ceiling | | | | |
| | Walls and Trim | | | | |
| | Floor/Carpet | | | | |
| | Lighting Fixtures/Ceiling Fan/Bulbs | | | | |
| | Window/Coverings/Screens | | | | |
| | Electrical Outlets | | | | |
| | | | | | |
| STAIRWELL AND HALL | Treads and Landings | | | | |
| | Railing/Bannister | | | | |
| | Walls and Trim | | | | |
| | Ceilings | | | | |
| | Closets | | | | |
| | Lighting Fixtures/Ceiling Fan/Bulbs | | | | |
| | Windows/Coverings/Screens | | | | |
| | Electrical Outlets | | | | |
| | | | | | |
| BATHROOMS | Ceiling | | | | |
| | Walls and Trim | | | | |
| | Floor/Carpet | | | | |
| | Cabinets and Mirror | | | | |
| | Tub/Shower/Taps/Stopper | | | | |
| | Sink/Stopper/Taps | | | | |
| | Toilet | | | | |
| | Door | | | | |
| | Lighting Fixtures/Ceiling Fan/Bulbs | | | | |
| | Windows/Coverings/Screens | | | | |
| | Electrical Outlets | | | | |
| | | | | | |
| MASTER BEDROOM (1) | Ceiling | | | | |
| | Walls and Trim | | | | |
| | Floor/Carpet | | | | |
| | Closet(s) | | | | |
| | Doors | | | | |
| | Lighting Fixtures/Ceiling Fan/Bulbs | | | | |
| | Windows/Coverings/Screens | | | | |
| | Electrical Outlets | | | | |
| | | | | | |

| | | COMMENT | CODE | COMMENT | CODE |
|--|--|-------------------------------------|-------------|-------------------------------------|-------------|
| OTHER BEDROOMS (Number of additional bedrooms ___) | Ceiling | | | | |
| | Walls and Trim | | | | |
| | Floor/Carpet | | | | |
| | Closet(s) | | | | |
| | Doors | | | | |
| | Lighting Fixtures/Ceiling Fan/Bulbs | | | | |
| | Windows/Coverings/Screens | | | | |
| | Electrical Outlets | | | | |
| EXTERIOR | Front and Rear Entrances | | | | |
| | Patio/Balcony Doors | | | | |
| | Garbage Containers | | | | |
| | Glass and Frames | | | | |
| | Stucco and/or Siding | | | | |
| | Lighting Fixtures/Bulbs | | | | |
| | Grounds and Walks | | | | |
| | Electrical Outlets | | | | |
| | Fuel Tank (Empty/Full/%) | | | | |
| UTILITY ROOM | Washer/Dryer | | | | |
| | Electrical Outlets | | | | |
| GARAGE OR PARKING AREA | Electrical Outlets | | | | |
| | Condition of Surface | | | | |
| BASEMENT | Stair and Stairwell | | | | |
| | Walls and Floor/Carpet | | | | |
| | Furnace, Water Heater, Plumbing | | | | |
| | Windows/Coverings/Screens | | | | |
| | Lighting Fixtures/Bulbs | | | | |
| | Electrical Outlets | | | | |
| STORAGE | | | | | |
| | | | | | |
| KEYS AND CONTROLS | TYPE OF KEY OR CONTROL | # ISSUED AT START OF TENANCY | CODE | # RETURNED AT END OF TENANCY | CODE |
| | Building Entrance Keys | | | | |
| | Rental Unit Entrance Main Locks | | | | |
| | Rental Unit Deadbolt | | | | |
| | Garage Door Openers | | | | |
| | Mail box Keys | | | | |
| OTHER | Wood stove/Fireplace | | | | |
| | Smoke Alarm(s) (MANDATORY and must be in working order) | | | | |
| | Carbon Monoxide Detector (MANDATORY and must be in working order) | | | | |
| | | | | | |

START OF TENANCY

Repairs to be completed by the landlord at start of tenancy: (List repairs along with **completion date**)

I, (Tenant's name) _____

- agree that this report fairly represents the condition of the rental unit
- do not agree that this report fairly represents the condition of the rental unit for the following reasons:

END OF TENANCY

Damage to rental unit or residential property for which the tenant is responsible:

I, (Tenant's name) _____

- agree that this report fairly represents the condition of the rental unit
- do not agree that this report fairly represents the condition of the rental unit for the following reasons:

Landlord's Signature: (on Move-In) _____ (on Move-Out) _____

Tenant's Signature: (on Move-In) _____ (on Move-Out) _____

TENANT'S FORWARDING ADDRESS:

| | | | | |
|--------|----------------|------|-----------|-------------|
| UNIT # | STREET ADDRESS | CITY | TERRITORY | POSTAL CODE |
|--------|----------------|------|-----------|-------------|

LANDLORD NAME AND ADDRESS AT END OF TENANCY:

| | | | | |
|-------------------------------------|----------------|------|-----------|-------------|
| LAST NAME, FIRST NAME, MIDDLE NAMES | | | | |
| UNIT # | STREET ADDRESS | CITY | TERRITORY | POSTAL CODE |

Tenant acknowledges receipt of this agreement

Initial _____ Tenant's Signature _____ Date Received _____

NOTE: The landlord must provide the tenant with a copy of the completed inspection report within **14 days** of the move-in inspection date.

INSTRUCTIONS FOR COMPLETING RENTAL UNIT CONDITION REPORT

The landlord and tenant or their representatives are to view the condition of the rental unit together and record the condition of the rental unit at the time of move-in and at the time of move-out by the tenant.

If the landlord or tenant complete improvements, it is recommended that a new condition inspection report is completed or an addendum signed by both parties is attached to this report.

Parties are allowed to customize this agreement to suit their needs so long as the changes (additions or deletions) are not contrary to the *Residential Landlord and Tenant Act* and the related regulations. If you wish to prepare your own documents they must include the following:

Numbers correspond to sequential sections of the condition inspection report.

At the Start of the Tenancy:

1. Insert the legal name of the landlord.
2. Insert the landlord's address for service at the start of the tenancy.
3. Insert the legal name of the tenant.
4. Insert the address of the rental unit, including suite or apartment number and street address as set out in the tenancy agreement.
5. Insert the date the tenant is entitled to possession of the rental unit.
6. Insert the date the move-in inspection is conducted.
7. Insert the names of the person who carries out the inspection on behalf of the tenant, if not the tenant.
8. Use the "Comment" and "Code" columns under the heading "Condition at Beginning of Tenancy" to record the code that best describes the condition of the premises at the beginning of the tenancy for each of the rooms or areas of the rental unit listed in these boxes. Use the comment column to provide details, if necessary, to better describe the condition described by the codes. FOR EXAMPLE: if the ceiling had 3 small holes in it and was clean, on the "ceiling" line you would insert in the Code column the code letter "D" to indicate that the ceiling was damaged and would write the words "3 small holes" in the comment column to describe the damage. If the ceiling was also dirty, you would also insert the letters DT in the Code column. Blank lines should be used to add items such as furniture and electrical connections that are not specified on the form. Tenants can use the "comments" column to note any specific disagreement with the landlord's assessment.
9. Keys and Controls. Use this section to record the number of keys or controls given to the tenants at the beginning of the tenancy. Keys and controls include metal or plastic door keys, and remote controls to open secured parking gates or garage doors.
10. Use this box to list repairs that need to be done at the start of the tenancy.

11. If the tenant disagrees with the report, check "disagree, for the following reasons", note the parts of the report that he or she disagrees with, if any, and set out the condition that he or she thinks best describes that part of the rental unit, and then sign and date this box. If the tenant agrees with report, check "agree", and sign and date the box.
12. The landlord is to sign in this box on move-in, indicating that the report has been completed.
13. The tenant, or the tenant's agent, is to sign in this box on move-in, indicating that the report has been completed.
14. The landlord should give the tenant a signed copy of this report immediately, if possible, or must provide a signed copy to the tenant within 14 days of the inspection.

At the End of the Tenancy:

15. Insert the date the tenant moves out of the rental unit.
16. Insert the date the move-out inspection is carried out.
17. Insert the names of the person who carries out the inspection on behalf of the tenant, if not the tenant.
18. Following the procedure set out in (8), using the column for "Condition at End of Tenancy".
19. Record the number of keys or controls returned by the tenants at the end of the tenancy.
20. Use this box to list all damage to the rental unit or residential property for which the tenant is responsible.
21. If the tenant disagrees with the report, check "do not agree, for the following reasons", note the parts of the report that he or she disagrees with, if any, and set out the condition that he or she thinks best describes that part of the rental unit, and then sign and date this box. If the tenant agrees with report, check "agree", and sign and date the box.
22. If, at the end of the tenancy, the tenant agrees that the landlord may retain all or a part of the security deposit to pay a liability or obligation owed by the tenant to the landlord, the tenant should set out details of the amounts to be deducted, and what each amount is for.
23. The landlord is to sign in this box on move-out, indicating that the report has been completed.
24. The tenant, or the tenant's agent, is to sign in this box on move-out, indicating that the report has been completed.
25. The tenant, or the tenant's agent, is to insert the tenant's forwarding address in this space so that the landlord will have an address to forward the security deposit and mail, to the tenant.
26. The landlord is to insert his or her name and current mailing address in this space so that the tenant may know where and how to contact the landlord in the future.
27. **The landlord should give the tenant a signed copy of this report immediately, if possible. If the landlord needs to have a copy made, a signed copy must be provided to the tenant within 7 days after the later of, the date the inspection was completed, and the date the landlord receives the tenant's forwarding address in writing.**

FOR MORE INFORMATION

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