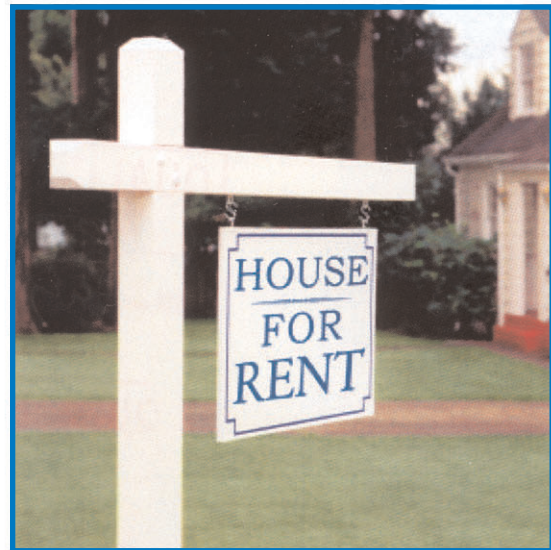




OUR GUIDE TO RENTING A HOME



CMHC—HOME TO CANADIANS

Canada Mortgage and Housing Corporation (CMHC) is the Government of Canada's national housing agency. We help Canadians gain access to a wide choice of quality, affordable homes.

Our mortgage loan insurance program has helped many Canadians realize their dream of owning a home. We provide financial assistance to help Canadians most in need to gain access to safe, affordable housing. Through our research, we encourage innovation in housing design and technology, community planning, housing choice and finance. We also work in partnership with industry and other Team Canada members to sell Canadian products and expertise in foreign markets, thereby creating jobs for Canadians here at home.

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In everything that we do, we are helping to improve the quality of life for Canadians in communities across this country. We are helping Canadians live in safe, secure homes. CMHC is home to Canadians.

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Your Guide to Renting a Home

Your Guide to Renting a Home is an online publication that may be found on the CMHC web site at: www.cmhc.ca. This print version contains information from the online guide as at February 2005. As CMHC will be periodically updating *Your Guide to Renting a Home*, please refer to the CMHC Web site for the latest information. You can print updated information from the CMHC web site.

Developed by Biz-Zone Internet Group Inc. for CMHC

National Library of Canada cataloguing in publication data

Main entry under title:

Your guide to renting a home

Your Guide to Renting a Home is an on-line publication that may be found on the CMHC Web site. This print version contains information from the on-line guide as of July 2004.

Issued also in French under title: Votre guide pour la location d'un logement.

ISBN 0-662-36022-2

Cat. no. NH15-417/2004E

I. Rental housing — Canada — Handbooks, guides, etc.

2. Landlord and tenant — Canada — Popular works.

I. Biz-Zone Internet Group Inc.

II. Canada Mortgage and Housing Corporation.

HD7288.85C3G84 2004

333.5'4'0971

C2004-980027-2

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Printed in Canada
Produced by CMHC

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An Introduction to Renting in Canada

This guide is intended to provide the most common rental requirements across the country. However, landlord-tenant laws change from time to time in every province. This guide is not intended to provide legal advice. If you require specific legal advice, contact your local rental authority or a lawyer.

Rental issues can be similar in any area of the country, but authorities may treat them differently according to provincial or territorial legislation.

For both landlord and tenant, it is important to understand your rights and responsibilities. Your rental agreement or lease should cover most rules and terms, but treatment of the rules and terms in your lease may vary depending on the province or territory of the rental property. Knowing the rules for where you rent currently is crucial because the legal statutes may differ from province to province. For example, determining when a landlord can enter residential premises with or without notice differs across the country. The types of dwellings that fall under provincial or territorial tenancy legislation also vary from province to province. For example, in some provinces mobile home park residents are protected under the provincial tenancy legislation, while in others they are excluded. Equipped with the right information, both landlords and tenants will be better prepared to deal with issues that might arise.

Your *Guide to Renting a Home* is an online publication that may be found on the CMHC Web site at: www.cmhc.ca. This print version contains information from the online guide as at February 2005. As CMHC will be periodically updating *Your Guide to Renting a Home*, please refer to the CMHC Web site for the latest information. You can print updated information from the CMHC Web site.



Refer to your province or territory for specific answers to your questions and valuable links to additional resources. Rental authorities and advocacy agencies are there to help you.

Acknowledgements

We would like to thank the following people who were instrumental in helping us develop *Your Guide to Renting a Home*.

Mary A Belliveau, Service Nova Scotia and Municipal Relations, Nova Scotia
Joanne Burns, Consumer Programs, Alberta Government Services, Alberta
Judy Budovitch, Department of Justice Residential Tenancies, New Brunswick
Terry Chinn, Office of the Rentalsman/ Provincial Mediation Board, Saskatchewan
Suzanne Desfosses, Northwest Territories Housing Corporation, Northwest Territories
John Dobrowolski, Credit Check Ontario, Ontario
André Fauteux, éditeur, Maison du 21^e siècle, Québec
Russell Godfrey, Residential Tenancy Office, British Columbia
Twila M. Whalen, Director of Residential Rental Property, Prince Edward Island
Jack Haller, Office of the Director of Residential Rental Property, Prince Edward Island
Mona Healy, Residential Tenancies Division, Department of Government Services and Lands, Newfoundland
Carol Kiley, Ontario Rental Housing Tribunal, Ontario
Andrew Mills, Landmark Inspections, Ontario
Don Moors, Residential Tenancies, Nunavut
Roberta Prilusky, Yukon Justice, Yukon
Michael Spiegel, General Manager, Trust Management, Ontario
Bev Wire, Residential Tenancies Branch, Consumer and Corporate, Manitoba

Contractor: Biz-Zone Internet Group Inc.

Project Manager: Ian Melzer, Policy and Research Division, CMHC

For Renters

- **Getting Started**
Whether you are a first-time renter or an experienced tenant, finding the right place takes effort and time. The seven parts in this section will help you prepare to look for rental accommodations.
- **Renting a Place to Live**
You're prepared to look for a place to live and you have an appointment to visit a prospective rental accommodation. The information in this section will help you evaluate accommodations.
- **Once a Rental Agreement Has Been Made**
Planning the move, Arranging new services, Packing: now that you have rental agreement, you must take care of many things. These six sections will help you prepare for the transition to your new residence.
- **Issues During the Tenancy**
This section addresses practical tenancy issues such as: process for regular repairs, defining emergency repairs, handling landlord-tenant conflicts, rent increases and lease renewals.
- **Moving Out**
You've found a better place to rent or maybe you've purchased your own home. It's time to move again. This segment is designed to help you through the transition.

Getting Started

Whether you are a first-time renter or an experienced tenant, finding the right place takes effort and time. The seven parts in this section will help you prepare to look for rental accommodations.



Because the law governing landlords and tenants in Canada varies among the different provinces and territories, specific information appears in the Provincial and Territorial Fact Sheets.

Seven Elements of Preparation:

- **Identify Your Needs**
Provides some hints about basic information that you'll need to collect in order to conduct an effective rental search.
- **Where to Look**
Helps identify where to look for a rental accommodation and includes tips for searching in a distant location.
- **Before Meeting Prospective Landlords**
Sets out a landlord's point of view and lets you know what the landlord can and cannot ask on a rental application.
- **The Credit Check**
Explains what credit ratings are and what's involved in a credit check.

- **Renting in Spite of Bad Credit**
Identifies things you can do when you have poor credit.
- **Before Meeting the Landlord**
Explains how you can make a good impression when meeting a landlord.
- **Shared Accommodation: Pros, Cons and Considerations**
Identifies important considerations when including a roommate in your rental plans.

Identify your Needs

How flexible are you about where you will live? Generally, your rental choices are limited to whatever is available and affordable, but there may be trade-offs you will have to consider. Do you need to have public transit within a short walk of your new home? Like most renters, you'll probably have to make a few compromises between what you want or need and what you can afford. Before you start a search, drafting a list of your rental requirements may help. The Rental Search Worksheet will get you started.

- What Is Included in the Rent?
- Location
- Housing Types

What Is Included in the Rent?

When looking for a rental home, cost is often a key consideration. What you can afford on rent depends on a number of factors: household income, outstanding debt, utilities and other living expenses. Consider how much debt you are comfortable with, how important your lifestyle is to you and how much you want to put aside for the future.

The basic monthly rent is an obvious cost, but many less-visible costs add up as well. Don't forget to consider the following:

- Are utilities, such as heat, electricity, water, cable television and Internet connection included? If not, these costs may come as an unwelcome surprise. Find out which utility companies provide services to that building and contact each company to see if it can provide an average monthly cost for the rental location. The exact usage will vary from tenant to tenant and costs fluctuate, but these estimates will give you a good idea of what to expect as monthly fees.
- Don't forget to estimate the cost of extras such as laundry and parking, where these have not been included.
- What about transportation costs? Will your monthly travel costs increase, decrease or remain about the same at this new location?
- You may need to provide your own appliances. If you have to purchase or rent these, include them into the total cost of renting.
- Is any form of provincial/territorial rent control in place? If not, what are the landlord's plans for future rent increases?
- Are there enough bedrooms?



Affordable Or Not?

As a general rule your monthly shelter—including rent, electricity, heat, water, and municipal services—should be less than 30 per cent of before-tax household income. However, there will be circumstances and/or markets where it is difficult to find rental accommodations that accommodate this. The cost of property insurance, parking, cable, telephone service, and Internet connection are not included in this calculation.

Location

Location will often drive a rental search. Prime locations cost more, but they often offer advantages, including reduced commuting time and expense. Proximity to work, school, public transit or other amenities helps pinpoint ideal locations. Other important considerations are safety and proximity to family and friends. Prepare a list of locations that best match your personal needs and then, add secondary locations that you would also consider.

When you begin to look at possible rentals, it's important to evaluate the location as well as the building and living space. Remember to consider the following:

- Crime level in the area.
- Distance to work and/or school, friends and family.
- Access to public transit and major roads.
- If you have children, are parks and play areas nearby? What about schools?
- Local amenities: entertainment, recreation facilities, shopping, library and restaurants.
- Traffic: are the roads busy? What about heavy traffic at rush hour or seasonal times?
- What is your impression of the general air quality?
- How are the noise levels in the area at different times of day?

Housing Types

Basement Apartment

A basement apartment is a basement in a house that has been converted to an apartment. It may have a separate entrance. The apartment may have its own bathroom, kitchen, laundry room and heating system, or it may share those amenities with the rest of the home. Low-rise apartment buildings also have basement apartments.

Detached

A detached house is not attached to any other building and is usually one or two storeys high. A detached house is also called a single-detached or a single-family dwelling. A one-storey is called a bungalow, which come in many styles. A ranch-style bungalow is a large, spread-out one-storey house.

Walk-Up or Low-Rise Apartment

A walk-up or low-rise apartment is located in a building that does not have an elevator. Generally, monthly rent for a walk-up is less expensive than monthly rent for a high-rise apartment. Walk-ups are usually older buildings less than five storeys high. They may have only a few conveniences, such as laundry rooms or storage lockers.

High-Rise Apartment

A high-rise apartment is located in a building that can range from 6 to 30—or more stories high. High-rise apartment towers have elevators and often have security systems to monitor entry and exit. They often have laundry facilities, sports and recreation facilities and other advanced amenities. High-rise buildings usually have efficient electrical, heating, sewage and plumbing systems.

Rooming House

A rooming house rents rooms by the week or the month. There is often a refrigerator located in each room. Usually, roomers share the kitchen and bathroom(s). A single person is the most likely tenant for a rooming house.

Semi-Detached or Duplex

A semi-detached house (or "semi") is attached to another, similar house. The common wall is generally thick enough to prevent sound passing between the units. Semis can be either one or two storeys and usually have backyards. In some cities, such as Montréal, semis are called duplexes. In other parts of Canada, a duplex is a two-storey house with separate dwelling units on each storey. If a yard is available, it is usually for the first-floor residents only.

Single-Room Occupancy (SRO)

A single-room occupancy is similar to a rooming house, but with a kitchen and a bathroom in each unit.

Townhouse or Row House

Townhouses, sometimes called row houses, are several homes with a common wall between each house. They are usually two storeys. A stacked townhouse is one townhouse sitting on top of another. Each townhouse is two storeys.

Where to Look

Once you have identified what you're looking for, you're ready to start searching. You can use many ways to find a place to rent, but some may not be obvious to the inexperienced searcher. The following lists outline general and online sources that can help you find an ideal rental.



Get There First

In a tight rental market (one where relatively few apartments are available), you'll need to review new rental postings quickly and visit properties early before someone else snaps up a prime opportunity.

- General Sources
- Online Sources
- Looking from Afar?

General Sources

- Newspapers servicing your search area, including free ethnic papers and community papers.
- Free publications, often found in local retail stores that publish rental accommodation ads. (for example, Renters News, which is available for four major areas in Ontario).
- Check bulletin board postings at libraries, community centres, grocery stores, laundry mats and places of worship.
- Word of mouth.
- For students, campus housing offices.
- Check with local real estate offices found in the Yellow Pages™.
- Visiting neighbourhoods: For Rent/For Lease signs might catch your eye; when you spot a vacancy sign at an apartment building, drop in and talk to the superintendent or the property manager.
- Some community organizations offer housing assistance and settlement services.

Online Sources:

- Internet mail lists.
- Electronic bulletin board postings.
- Specialized Canadian apartment listing Web sites.
- Web sites of ethnic and community newspapers (classifieds section).
- Web sites of daily newspapers.

- Regional Web sites.

A note about online postings: Although online listings are becoming more popular, they do not list all available accommodations. Web postings are often run as a for-profit venture, so many sites that target the rental market may not list inexpensive rental units. Many community papers now publish their classified ads online, free of charge.

Looking from Afar?

If you don't yet live in the area where you plan to rent, find out if a friend or relative is already familiar with the area. If they currently reside in the area, they may be able to collect information on your behalf. If you are moving to begin a new job, your employer might help. If you plan to study in a new city, most colleges and universities offer assistance. Some campuses offer better housing information than others do, so it's best to check with the campus housing offices at surrounding schools as well.

Thorough searching of Internet can provide listings across Canada as well as information about the general rental climate in a given area. You can find online apartment listings grouped by provinces, regions or major cities at specialty sites or in the classifieds of newspaper Web sites. Specialized rental sites may include detailed floor plans, descriptions and photographs and some sites provide virtual tours. Simple searches using Canada-specific search engines are a good place to start.

Citizenship and Immigration Canada maintains a listing of organizations that can assist newcomers to the country (Check your blue pages for offices nearest you or online at <http://www.cic.gc.ca/english/newcomer/welcome/wel-20e.html>). These centres can serve as a starting point, as can local settlement services. Available in some areas, settlement services groups can provide consulting and assistance throughout the immigration process, including the location of suitable housing and employment. It is best to research a few different groups offering these services, as the type and cost of the services will vary. *The Newcomer's Guide to Canadian Housing* is an excellent CMHC publication offered free of charge to help new immigrants have a smooth transition to Canada.

[For CMHC publications contact: 700 Montreal Road, Ottawa, ON, K1A 0P7, Canada, 1 800 668-2642, or online at: www.cmhc.ca]

Before Meeting Prospective Landlords

When you look at possible rental accommodations, it's important to ask questions. The following sections will help identify many of the questions you should ask and those you should expect to hear in return.

- Questions You Should Ask the Landlord
- Questions a Landlord Can and Cannot Ask a Prospective Tenant
- Know Your Rights

Questions You Should Ask the Landlord

When looking at a prospective rental, ask the following questions:

Are utilities included? If not, what types are used (for example, natural gas, oil, or electric heating) or permitted? What are the average monthly costs? If you are sharing the utilities with another party, what are your responsibilities? Is cable television service included or available for an additional cost?

What type of lease is required? What are the main conditions of the lease? Carefully examine the terms, conditions and duration of the lease before signing anything. Some leases may contain unexpected requirements. You may wish to consult a lawyer before signing, especially if you do not understand everything in the lease.

Can you make changes to the premises? Can you paint or make other decorative changes? What restrictions are in the lease?

Why are the current tenant(s) leaving? It helps to ask neighbouring tenants this question as well.

If relevant, are pets or smoking allowed? If you have pets, find out if any restrictions prohibit certain types of pets. If you've had pets, are you required to have the rental professionally cleaned at the end of the lease?

What is the neighbourhood like? If applicable, what are the other tenants like?

What makes your property unique? Are any special features available in the rental?

Who maintains the property? Lawn and garden maintenance may be the responsibility of the landlord or tenant, or both. How are minor and major repairs to the rental handled?

Where can you park? Is parking an additional cost? How about additional vehicles? Is adequate space provided for guest parking?

What about additional storage? Are there storage lockers included in the rent? How secure are they? Is there separate bicycle storage?

What security systems are in place? What kinds of locks are used, and have they been changed recently? If renting a high-rise apartment, what areas of the building require keys to access?

Other questions. This list offers a beginning. Consider what you need from a rental and add questions that pertain to your specific situation. Other points to consider may include:

- policies on overnight guests or long-term visitors
- vehicle maintenance and repairs on rental property, if applicable
- installation of additional utility cabling, telephone and television jacks, or compact satellite dishes
- the availability of broadband or high-speed Internet services in the area or building

You will want to take detailed notes when visiting properties and interviewing prospective landlords. Note information about costs and conditions, advantages and disadvantages of a prospective rental and its neighbourhood. Print out the Rental Unit Evaluation Worksheet and bring a copy with you during a rental property visit.

Questions a Landlord Can and Cannot Ask a Prospective Tenant

Any landlord will want to figure out if you will be a good tenant, but only certain probing questions are allowed. Can a landlord legally ask for your Social Insurance Number (SIN)? What about asking about your ethnic background? As a tenant, it's important to understand what information the landlord can and cannot ask you to provide.

A landlord needs to assess your ability to pay rent in a timely fashion, and your ability to keep the premises in good repair. Be prepared to answer questions about your personal credit and previous rental experiences. A landlord may also expect you to share personal references and contact information of former landlords. You should honestly report information on your rental application because the landlord may contact previous and current landlords, employers and credit references. Only provide the contact information of a previous landlord if you believe that person would offer a good reference.

A landlord can ask:	A landlord cannot ask:
<p>The landlord can ask questions that will help him/her assess your suitability as a tenant, as long as they do not infringe on your rights.</p> <p>What is your income? Where do you work?</p> <p>How many people will be living with you and what are their names?</p> <p>Do you have pets? Do you smoke?</p> <p>Could you provide written permission for a credit check?</p> <p>May I see your references, and their current contact information?</p>	<p>The landlord cannot ask questions that infringe on your rights under the Human Rights Code for your province.</p> <p>Do you plan to have (more) children?</p> <p>What is your ethnic background, religion, or sexual preference?</p> <p>Will your family be visiting?</p> <p>What is your Social Insurance Number? If you don't provide your SIN, I won't rent to you.</p> <p>Are you married, single, or divorced?</p>

Know Your Rights

It is discriminatory practice in the provision of...residential accommodation (a) to deny occupancy of such premises or accommodation to any individual, or (b) to differentiate adversely in relation to any individual, on a prohibited ground of discrimination.

...the prohibited grounds of discrimination are race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability and conviction for which a pardon has been granted. Where the ground of discrimination is pregnancy or child-birth, the discrimination shall be deemed to be on the ground of sex. *Human Rights Act*

Landlords might think personal questions are acceptable when they are searching for a suitable tenant. Demanding answers, as a condition of renting, to anything that might contravene a tenant's human rights is illegal. A landlord cannot refuse to rent an apartment based on the discriminatory conditions outlined in the applicable federal, provincial or territorial Human Rights legislation.

Each province or territory handles complaints related to accommodation. If you feel that your human rights with respect to rental accommodation have been infringed upon, or if you need more information, you may discuss your situation with an advocacy agency or provincial/territorial office that defends renter's rights and act on human rights violations. For more information, contact your provincial/territorial human rights office.



Children and Renting

It is illegal to refuse to rent to people with children. A single mother in British Columbia was refused rental accommodation many times by landlords discriminating against children. She took complaints about five landlords to the BC Human Rights Commission and won compensation in all five cases.

The Credit Check

Can you afford the rent? Will you pay on time? Proof that you are a good credit risk is one of the key factors in a landlord's decision to rent to you. The credit check is a tool that most landlords will use to assess your credit worthiness.

- Your Credit History Is on File
- Understanding Your Credit Rating
- No History Makes Assessment Difficult
- How Do I Get a Good Rating?
- How Long Is Negative Information Kept on File?
- Checking Your File Is Vital
- Take Action
- Reference and Other Checks

Your Credit History Is on File

You build a credit file when you borrow money and pay it back. A credit file is a detailed report containing information about how you use credit and when you make payments. It also includes both current and past information on where you live and work. Credit files are maintained by credit bureaus, which build a record of your credit history based on information given to them by creditors such as banks and credit card companies.

There are three credit bureaus in Canada: Equifax Canada, Trans Union Canada and Northern Credit Bureaus. The credit bureaus will not release your information without your written consent. With your written permission, a landlord can receive a detailed report from a credit bureau. The report helps the landlord decide if you are a good credit risk, with the prime concern being your ability to pay the rent each month in full and on time.

Understanding Your Credit Rating

You've likely heard people talk about a credit rating, which is a numerical score that creditors use to assess your credit worthiness. It is calculated each time someone—a lender or a potential landlord—requests it.

The formula used to calculate your rating will use the information in your credit file. The scoring systems give you points for each demonstration of responsible credit use. Your credit rating is the sum of these points.

Three main systems—Beacon, Empirica, and FICO[®] Score—can be used to calculate your credit score. The system that is used depends on which bureau issued your file and who will use it. Information from an Equifax file generates a Beacon score. Information from a Trans Union file generates an Empirica score. Banks and other lenders tend to use these scores. A FICO[®] score is a credit rating provided directly by Equifax to individuals and it allows people to gauge their credit rating for themselves.

No History Makes Assessment Difficult

If you have never had a loan or a credit card, prospective landlords will have little or no information to review in your credit file. Although an empty file is not as bad as a poor credit file, an empty file tells prospective landlords nothing about any possible financial risks of renting to you. That's why establishing a good credit file is crucial.

If you are a first-time renter, have had credit problems or do not have a credit rating, you may need a guarantor's letter from a parent or close friend stating that the guarantor will assume the risk if you fail to pay the rent.

How Do I Get a Good Rating?

Be sure to make loan and bill payments and minimum credit card payments on time. These timely payments will be reflected in your credit file and will demonstrate that you can use credit responsibly. As a result, your credit rating will be favorable each time it's calculated. Consistently missing payments, or making late payments, will lower your rating.

Your credit rating will change over time, based on how you use your money and credit. It may take months or years of demonstrating good credit to fix damage caused by poor credit repayment in the past.

How Long Is Negative Information Kept on File?

Each credit agency sets its own timelines for removing information from a file. In general, both positive and negative information remains on file for six years. Information on the date that the credit was granted also remains in your file. In other words, if you have had a credit card for 20 years, only the last six years of your payment history—good and bad—will remain on file. However, since the account's activation date is included in your file, anyone looking at it will be able to see that you have had the credit card account for 20 years.

Negative information, such as court judgments or late debt payments, is typically removed six years after the filing date. In regards to the time that judgements are kept on file Prince Edward Island is an exception. (In P.E.I., information about judgements is either removed seven years after the date satisfied (the date when the money owed has been paid) or it is removed 10 years from the date filed.) Bankruptcies typically remain on a credit file for six years from the date of discharge; there is some variance depending on the province or territory in question. However, bankruptcy information will remain on the credit file for a longer time if there has been more than one bankruptcy.

Checking Your File Is Vital

Because errors and omissions on credit reports do occur, it is a good idea to check your file from time to time. Anyone can request a copy of their credit file from the credit bureaus via mail or fax. Telephone requests are not available, as a credit bureau needs to verify your identification. Forms that you can print and then mail or fax are available on each credit bureau Web site.

If you find an error or discover that favorable credit information is missing, contact all the credit bureaus and have it corrected to ensure your credit history is accurately represented to creditors and lenders. You are going to need proof, so be ready to provide statements or receipts. Each bureau sends its policy for reporting an error with the copy of your credit file. Each policy is different, so be sure to review it once you have collected your proof of payment.

A credit bureau will only correct false information in your file. Factual payment information cannot be changed or removed. If you missed a payment by accident, it will be reported as missed on your file and cannot be changed. In this situation, you have the right to have a comment included with your file explaining why you missed the payment. This comment may or may not be considered the next time someone requests your file and generates a score.

Take Action

Verify what is in your credit file and get errors corrected before you agree to share its contents with anybody. Contact information for Equifax Canada, Trans Union and Northern Credit Bureau, which are organizations that represent your credit file for anywhere you have lived in Canada, follows:

Equifax Canada Inc.

<http://www.equifax.ca>
Consumer Relations Department
Box 190 Jean Talon Station
Montréal, QC
H1S 2Z2
Tel.: (514) 493-2314
1 800 465-7166
Fax: (514) 355-8502

Trans Union Canada

<http://www.tuc.ca/TUCorp/home.asp>
Consumer Relations
709 Main Street W Suite 3201
Hamilton, ON
L8S 1A2
Tel.: 1 800 663-9980
Fax: (905) 527-0401

Northern Credit Bureaus

<http://www.creditbureau.ca/english/english.htm>
336 Rideau Boulevard
Rouyn-Noranda, QC
J9X 1P2
Fax: 1 800 646-5876

Reference and Other Checks

Beyond the basic credit report, a landlord can determine your suitability as a tenant in other ways. Some landlords will validate all your references and run a thorough check into your rental history.

After checking your financial suitability, landlords will want to know what kind of tenant you are. Most often, they will ask former landlords about your character as well as your past rent payment patterns. While some people will check only with your last landlord, others will also check with your past two or three landlords.

In some provinces, rent registries and landlord advocacy groups compile information about delinquent tenants. This information is easily accessible to landlords. Information about past illegal activities may also show up during a landlord's check.

Renting in Spite of Bad Credit

You may have had financial troubles, but bad credit doesn't have to keep you from finding rental accommodations.

The best way to establish good credit and repair bad credit is to pay off debts and get a receipt or a letter from the landlord to confirm your rent payments. When applying for accommodations, bring this confirmation as proof. Being honest and up front with prospective landlords could make them favour your rental application, regardless of past credit difficulties. Knowing that you pay your rent on time is becoming more important to landlords than credit in other areas. Use a recent landlord as personal reference, if required.

Help When Money Is Tight

A rent bank assists people when they cannot pay the rent on time. Available in some Canadian cities, rent banks offer various levels of assistance. Some rent banks provide for one month's rent only, while others provide no-interest or low-interest emergency loans for multiple months with flexible repayment schedules. Some rent banks do not require that money be repaid at all. The best way to find out if there is a rent bank in your community is to ask staff at the local municipality, resource centres or community organizations. Municipal phone numbers are usually located in the back section of the phone book in the blue pages.

Each rent bank operates differently and you must meet certain requirements to qualify for assistance. Be sure to check with your local rent bank as soon as you anticipate financial difficulties to ensure that you can qualify.

Rent geared-to-income (RGI), sometimes called subsidized, non-profit or social housing, is rent charged at a fixed percentage of the tenant's income, usually 30 per cent. Tenants charged rent geared-to-income pay less than they would for the same unit in the private market. Because of the lower cost, these rentals have requirements that you must meet before applying. There may be a waiting list for RGI housing.

There are many different programs available across the country to support and provide subsidized housing to Canadians. These programs vary from one municipality to another, so the best starting point is to contact your local municipal offices. Look in the blue pages of your local phone book for the phone number of your municipality.

Other Sources of Help

You may find help from community organizations, friends or family. Sometimes an understanding employer or landlord will be the best solution for a temporary setback.

Community and religious organizations may provide help if you cannot make rent payments. Charity organizations can usually provide assistance in other areas, from food and clothing to secondhand goods and daycare, which may ease some of the financial pressure when making rent payments.

To find these organizations, ask friends and others you know in the local community. Your local MPP's office should also be able to help. Even if you do not belong to a particular faith, often their community services are available to those in need. Charities such as the United Way can be located through the Yellow Pages™ telephone book and other resources can be found by calling local community and social services in the blue pages of your telephone book.

Some of these assistance programs also have specific requirements and waiting lists and the amount of assistance may be limited.

Depending on the relationship you have with your landlord, you could negotiate a partial rent payment in exchange for providing services, such as yard maintenance or painting. Such agreements work best for a short-term or one-time-only situation. Chronically missing part of your rent payment will not leave a good impression with your landlord and may lead to your landlord taking legal action against you.

Approaching family or friends for assistance is another possibility, even if you feel uncomfortable doing so. Also, consider discussing an advance in next month's pay with your employer.

Before Meeting the Landlord

When the time comes to meet a landlord, take care to make a good first impression. Being prepared and following these tips should help.

When visiting a property, come prepared with:

- a pen and a copy of the Rental Unit Evaluation Worksheet
- a cheque to leave a deposit
- your rental history and appropriate references from current and previous landlords
- credit references (and be ready to approve a credit check)
- guarantor information (if applicable)
- a letter from your current employer stating your annual salary and length of employment or a recent pay stub and contact information
- your list of questions
- information about your pets, if applicable

Making a first impression:

- Know the name and direct telephone number of the person you will be meeting.
- Go to your interview alone unless you are renting with a spouse or roommate.
- Dress neatly and arrive on time.
- Respect the current tenant's privacy if the apartment is occupied.
- Review your credit report before the landlord does.
- You never know when you might meet a potential landlord. As you tour neighbourhoods and buildings, be prepared for spontaneous meetings.
- **Courtesy tip:** When viewing a rental unit, take your shoes off at the door.

Shared Accommodation: Pros, Cons and Considerations

Sharing accommodation may make your shelter cost more affordable; however, it can pose many problems. People in shared living space must communicate about how they expect to live together. Set out guidelines in advance to avoid any problems that might occur. Talk about responsibilities for household chores, personal property, keys and privacy. Discuss who will take care of paying the rent, phone bills, utilities and other shared expenses.

How do your roommates view additional roommates, overnight guests, smoking, food, drug alcohol usage and quiet time? Will you share an Internet connection? If so, what type,? If private space (such as bedrooms) are different in some way (such as size or view), discuss who will take which one and at what, if any, additional cost.

Beyond the need to respect each other's living area, at least one roommate needs to assume some legal obligations. Someone must take responsibility for damages to the property and for paying the rent on time. Rights and responsibilities vary somewhat across the country and they are defined in the provincial and territorial laws that apply to landlords and tenants.

Usually the person or persons who sign(s) the lease or make(s) a verbal agreement with the landlord become legally responsible for the actions of the other roommates. If two or more tenants sign the same lease, each is responsible for the whole rent. The guarantor's liability will depend on the agreement with the landlord. Likewise the renter listed on the utility and telephone bills must ensure payment.

Remember, you will be responsible for your roommates' actions if they have not signed the lease. If each of you holds separate leases, you are only responsible for what is in your written agreement. If you both sign the same lease, you are both equally responsible and the landlord can choose to enforce the lease terms against either, or both of you.



Your Name, Your Bill

Is yours the only name on the phone bill, utility bill, or lease? If it is, try to avoid letting your credit rating suffer because your roommates fail to pay their share of the rent and bills.

Renting a Place to Live

You're prepared to look for a place to live and you have an appointment to visit a prospective rental accommodation. The information in this section will help you evaluate accommodations:

- **Evaluating Your Options**
When choosing a place to live, careful evaluation of prospective accommodations is important. Worksheets are also provided to help you plan your search and evaluate different rentals.
- **Choosing a Safe Place to Live**
Highlights safety issues to consider when looking at rental accommodations, from neighbourhood crime to security of the building and the actual living space.
- **The Rental Agreement**
Outlines key elements of rental agreements and highlights where you can find information specific to the province or territory of your new residence.
- **Deposits**
Provides an overview of rental deposits, explaining what the landlord can require and their uses.
- **Healthy Living and Household Hazards**
Looks at the general quality of living spaces, including air, water and possible problems/toxins.

Evaluating Your Options

When choosing a place to live, careful evaluation of prospective accommodations is important. Safety, cleanliness and location are often key concerns. For parents, access to schools, parks and daycare are usually very important.

To help you plan your search and evaluate different rentals we have compiled four worksheets, which can be found in the worksheets section of this guide:

- Rental Search Worksheet
- Rental Unit Evaluation Worksheet
- Accommodation Comparison Worksheet
- Initial Inspection Worksheet Primer

If you choose to rent a commercial space, such as a warehouse or industrial unit and convert it to a living space you will likely not be covered by the landlord tenant legislation in your province. Space intended for business use offers the tenant much less protection.



When looking at a rental, speak to current tenants. If applicable, view the actual suite where you'll live, not a model.

Choosing a Safe Place to Live

When selecting a place to live, you will want to feel safe in your new home and the surrounding neighbourhood. The landlord should ensure that the tenant's rental space is safe and secure, but overall safety will differ from location to location.

Safety issues vary from urban to rural areas. In towns and cities, tenants consider the crime level in a neighbourhood, lighting in parking areas, entrances and walkways and the security of both the building and the living space. In rural areas, safety concerns include cellular phone coverage areas, access to emergency services and the distance to after-hours medical care.

When looking at prospective accommodations, ask the following questions:

- How safe is the area?
- How secure is the building/living space?
- Is the building well equipped to prevent a fire? Are fire escape routes well marked?

Safety of the Area

Before deciding to rent, assess the safety of the area. Consider the walk to the nearest transit stop, the local shops and the parking area, if you have a vehicle.

You might consider checking with the local police about crime where you are thinking of renting a place. Ask people living nearby too. Look for evidence of vandalism around the building. Scan the local paper for crime reports in that area.

Get a relative or companion to take a walk or drive around the area with you after dark. Trust your instincts. Does everything appear "locked down" after dark? Do you see evidence of added security beyond what you would normally expect? Does every home look like a fortress, or do local businesses slide metal gates across their storefront after closing?

Tour the area during the daytime. Do you see people in the neighborhood during business hours? Crime can be prevalent during daylight in a community where all the residents have left their homes for work in another area.

If you are very concerned about safety and you have time for research, review old community newspapers for crime reports.

Building/Living Space Safety

Ensuring basic physical security is the easiest place to begin a safety check of prospective accommodations.

- Check the locks on all windows and doors. For added safety when you move in, request that the landlord change all locks and security codes. The landlord is responsible for the cost of changing the locks and cannot ask the tenant for reimbursement. However, the landlord may not be under any obligation to change the locks.
- Outdoor lights connected to timers or motion sensors deter thieves and provide lighting for tenants returning home late at night.

- Quality locks with deadbolts are more secure than latches.
- Locks on sliding glass doors are easily broken or picked. They often need a reinforcement rod in the track behind the door to prevent an intruder opening it from the outside or lifting it off the track.
- If you will be living in an apartment building, how easily can someone access common areas of the building? Do you need keys to get in or out of the parking garage, laundry room, or recreational area? Are cameras recording activity in such vulnerable areas?

Rural districts have unique situations to consider:

- properties with uncovered, deep wells
- large barns or sheds in poor repair with rotten floors and structures
- isolation from other people and sources of assistance in emergencies
- some roads may become impassable in severe weather
- water quality

Whether you choose urban or rural, a balance must be maintained between building security and fire safety. Barred windows cannot serve as an escape route. Double deadbolt locks require a key to unlock from either side of the door. Either security "feature" could make escape in a fire difficult or impossible.

Protect your property

Tenants - never assume that your landlord's insurance will cover the contents of your apartment in the event of a fire or a theft. What if your basement apartment leaks and water destroys your computer? Make sure you have sufficient tenant's insurance. Tenants require their own contents insurance.

Fire Safety

What would happen if a fire started? Could you easily reach a fire exit? Would you have enough fire exits? When inspecting a prospective rental, consider how different housing styles entail different procedures in case of fire. A poorly converted basement apartment could leave you trapped in a room with windows too small to climb through. A large building complex with an inefficient warning system could leave occupants with little time to escape.

The primary consideration is how long would it take you to notice a fire alert signal and could you safely leave the building once alerted?

In general, look for functional smoke detectors installed near sleeping spaces. Even if you were asleep, you should be able to hear the smoke detector alarm with the door closed. Look for alternative exits and their practicality if you couldn't see due to darkness or smoke.

Electrical overload is a common source of fire. Does the electrical system meet your needs? Are sufficient outlets available to prevent power taps and excessive extension cord use?

Are space heaters or fireplaces vented properly and are they far enough away from combustible materials, such as drapes? Is the room large enough for your furniture to stand a safe distance from fireplaces and space heaters?

The type of building is also a factor in fire safety. Some building-specific considerations follow:

High-Rises

Are alarm stations, fire extinguishers, emergency exits and lighting easily accessible and maintained? Could you get out of your building without the use of the elevator if you were physically disabled?

Basement Apartments

If something blocked your primary entrance, could you climb out any of the windows?

Rural Areas

If 911 or cellular services are unavailable, what is the number to call in case of fire or other emergency? How do you identify your specific location? Where is the nearest phone if you could not use the one in your home?

What about medical services? Is there a local hospital? Is the emergency ward open 24 hours a day? If not, what options exist for medical emergencies?

Building codes and fire regulations vary from location to location. What may be legal in one city may be illegal in another. For the most accurate information, contact the local fire department or community safety office for the best source of region-specific information.



Free Inspection

Contact your local fire department to find out if they have recently inspected your house or apartment for fire safety. Most fire prevention departments will inspect your place free of charge. They will deal directly with the landlord to ensure your rental is made safe.

The Rental Agreement

When you rent a place, the landlord will usually ask you to sign a rental agreement, commonly known as a "lease". While the term "lease" is commonly used, a lease is just one form of rental agreement. In this section, you will learn about the "rental agreement", which may be a written lease or a verbal rental agreement.

- How Rental Agreements Are Governed
- Agreement in Writing
- The Rental Agreement: What to Expect
- Rules About Pets and Smoking
- When There Is a Problem

How Rental Agreements Are Governed

Rental agreements are governed by landlord and tenant law specific to the province or territory where a tenant is renting an accommodation. While many similarities exist from jurisdiction to jurisdiction, each province and territory has its own legislation.

The following information provides general information on rental agreements in Canada. Check the Provincial and Territorial Fact Sheets for specifics on the topics in the following list. The specifics will vary depending on the province or territory where the accommodation is rented.

The following rental conditions tend to be unique to the legislation for a specific province or territory:

- collecting and returning deposits
- requiring post-dated cheques
- changing locks
- permitting landlord entry to the premises
- managing sublets and assignments
- renewing and terminating leases
- rent increases
- withholding rent for repairs
- giving notice
- handling disputes, such as late rent payments and eviction
- allowing pets and/or smoking



Copy of the Law

To ensure that the tenant understands rental conditions and is aware of his or her rights, some provinces require the landlord to provide the tenant with a copy of the legislation governing landlord and tenant relationships upon entering into a rental agreement.

Agreement in Writing

Both tenants and landlords have rights and obligations, whether they have signed a written lease or not. Nonetheless, a written rental agreement or lease that clearly specifies what a landlord and a tenant agree to when renting a property is still a good idea.

A rental agreement should stipulate the obligations of both the landlord and tenant(s). This will include when rent is due, who is responsible for utilities and other costs and who is responsible for maintenance of the premises and the property. Some agreements also stipulate whether parking is provided, if pets and/or smoking are allowed and who is responsible for specific maintenance activities, such as shoveling snow and cutting grass. If a particular appliance, feature, etc. is important to you, have it included in the lease to ensure everyone is aware of what has been agreed to.

A tenant or landlord can obtain a standard form lease or rental agreement from most provincial authorities in charge of housing.

The Rental Agreement: What to Expect

When you are ready to rent with a landlord, you will agree on the specific terms of your tenancy and these terms will make up your "rental agreement", whether you have an oral or written agreement. In most cases, the landlord will likely have a written agreement for both parties to sign. This written agreement is often a lease form provided by the province.

You still have rights under the tenancy legislation for your province or territory and you retain the rights set out under the Human Rights regulations for your province.

Keeping this in mind, you should expect a rental agreement to stipulate the following terms:

- the names of the landlord and tenant(s)
- the address of the rental property
- the agreed upon monthly rent, with or without utilities, parking, cable
- when the rent is due, for example, on the first day of each month
- the amount and terms of the deposit, if applicable
- which repairs are your responsibility and your obligation to do repairs at the request of the landlord
- the term of rental period, typically one-year, (month-to-month, or week-to-week)
- the notice period that the tenant is required to give when terminating a tenancy, such as, 60 days notice to terminate
- the amount of the (security or damage deposits), if applicable
- subletting rules
- allowable rent increases
- specific restrictions, such as no boarders, pets, smoking, waterbeds, cutting timber
- when and how a landlord can enter the residential premises
- conditions for termination of a lease
- terms for dispute resolution: late payment, damage and repairs, eviction
- emergency contact information for tenant and landlord (include phone, fax and e-mail)

Check the Provincial and Territorial Fact Sheets for specifics.



Tenants are not responsible for normal wear and tear on the premises during the tenancy. The landlord is responsible for general upkeep, which includes wear and tear. Be sure to fill out the Inspection Worksheet when you move in, and have the landlord sign it. Then file it in a safe place; when you move out, it helps determine the move-in condition of your residence. Consider taking photographs of damaged areas, or bring a video camera if you have one and tape the inspection.

Rules About Pets and Smoking

Restricting pets and/or smoking are two common areas of conflict between landlords and tenants. While the exact rules depend on the legislation of each province and territory (see the Provincial and Territorial Fact Sheets for full details), there are some commonalities.

In most provinces and territories the landlord can refuse to rent a unit to tenants that smoke and/or have pets. In Nunavut only private landlords can refuse to rent on this basis; public housing landlords cannot refuse to rent a unit because the tenant smokes or has a pet.

Whether or not a landlord can evict a tenant who violates a "no smoking and/or pets" clause in their lease varies from jurisdiction to jurisdiction. Generally speaking, with the exception of Ontario, landlords can evict tenants for these breaches of the lease.

Within each province and territory, breaches of a lease due to pet ownership may be treated differently than breaches due to smoking. For example, in Manitoba, after the tenant has first been given the chance to get rid of a pet, the landlord can give the tenant an eviction notice. However, the same is not necessarily true if a tenant breaches a "no smoking" clause in his/her lease; enforcing smoking restrictions in individual units in Manitoba is problematic. In Ontario the landlord cannot evict a tenant who violates a "no pets" clause in their lease, but violations of a "no smoking" clause in the lease are not addressed by provincial legislation.

To evict a tenant, a landlord must follow the legal procedure set by the province. Many rental authorities deal with the eviction on a case-by-case basis. To evict a tenant for violating the lease, the landlord is normally required to give the tenant written notice. In the Yukon, the no smoking/pets rule must be applied equally to all tenants in a building for an eviction notice to be justified.

See the Provincial and Territorial Fact Sheets for further details for each province and territory.

When There Is a Problem

Rental agreements, whether oral or written, define the legal rights and responsibilities for both the landlord and the tenant. This is important when conflicts develop between the landlord and tenant.

When a problem occurs, both the landlord and the tenant must follow the proper steps to resolve the issue.

For example, a landlord cannot lock a tenant out of a unit for non-payment of rent due to a rent dispute, but must follow the proper eviction procedures in his or her jurisdiction. Similarly, a tenant cannot simply withhold a rent payment due to a dispute. In this situation the tenant must contact the appropriate rental authority and follow the steps that are outlined for the jurisdiction.

Deposits

Depending on where you rent, the allowable deposit varies. In most jurisdictions, landlords can ask for a security deposit, which is usually equal to the last month's rent. In Ontario, however, landlords can only ask for a rent deposit and they cannot use this amount to cover damage to the premises. In Quebec, the landlord cannot ask for a deposit. Check the Provincial and Territorial Fact Sheets for province-specific information on what a landlord can legally require from new tenants.

In most jurisdictions, each year when there is a rent increase, the landlord can ask the tenant to top up the amount of the deposit. In practice, however, landlords rarely ask for it.

Across the country, all tenants are entitled to the return of their deposit with interest after they move out. If the deposit is used to pay for the last month's rent, then no money is refunded. However, if a provincial authority holds the deposit or the tenant pays the last month's rent, then the tenant will receive a refund. It is common for the accumulated interest to equal the difference between the monthly rent at the beginning and end of the tenancy.

Depending on the location of the tenancy, the landlord may use some or all of the money to cover unpaid rent, cleaning or necessary repairs to the property. Calculation of interest varies depending on where you live. You can find out more information on this topic in the Moving Out section.



Security Deposit or Damage Deposit?

The landlord can ask for a deposit in all provinces and territories, except Quebec. In most jurisdictions, this deposit protects the landlord if the tenant:

- doesn't pay the rent
- leaves without notice
- causes damage
- doesn't clean up properly when moving out

If your deposit cheque is accepted by a landlord, make sure you get a receipt with the address of the apartment, the landlord's name and the name and phone number of the person who accepted your cheque.

Healthy Living and Household Hazards

As Canadians learn more about the environment, awareness of health hazards becomes increasingly important. As you look at rental units, consider contaminants that could affect your quality of life if you were to rent the unit. Consider:

The air quality

Molds and chemical contaminants such as heavy pesticide use or smoke from neighbouring units can be a significant problem for tenants with allergies. The presence of mold may be indicated by one of the following:

- stains, discolouration, or bubbling on walls or ceilings
- musty or earthy smells
- mold and, in extreme cases, rotting wood on window sills

If you or anyone living with you has asthma or a respiratory condition, you may be better off seeking alternative accommodation rather than renting a damp basement apartment.

The water quality

Water quality is an important consideration when a well is the main source of drinking water.

For more in-depth information on healthy living and household hazards refer to:

- Healthy Housing™ (<http://www.cmhc.ca/en/imquaf/hehosu/>)
- Unhealthy Household Agents Chart (http://www.cmhc.ca/en/imquaf/hehosu/hehosu_003.cfm)

[For CMHC publications contact: Canadian Housing Information Centre, 700 Montreal Road, Ottawa, ON, K1A 0P7, Canada, 1 800 668-2642 or online at www.cmhc.ca]

Once a Rental Agreement Has Been Made

Planning the move, arranging new services, packing: now that you have rental agreement, you must take care of many things. These five sections will help you prepare for the transition to your new residence.

- **Moving In**
Offers helpful information on moving, including a planning checklist.
- **The Initial Inspection**
Provides a worksheet you can use to establish the conditions of your new accommodation on move-in day.
- **Paying Rent**
Clarifies when the rent is due, and what the landlord can require.
- **Landlord and Tenant Responsibilities**
Explains the responsibilities and obligations of each party.
- **Household Pests**
Identifies common household pests and provides information on how to eliminate these unwanted residents.

Moving In

Moving is a hectic time. You will need to close down affairs at your existing residence and arrange for services at your new home. Some people arrange for an overlap period during the move from one residence to another. Paying two rents may be costly, but the tenants have more time to pack, move and set up in their new place.

If you schedule your move at a busy time such as month-end, planning is vital. Moving companies, rental vans and related services, such as phone and cable hook-ups, take reservations months in advance. Most of these services may be completely booked just before and after month-end. As you set up services at a new residence, remember to arrange for the disconnection of services at your current home so you are not liable for long distance calls or utility usage after you have left.

Being organized will help your move go smoothly, so remember important dates and plan accordingly. Use the planning checklist, *Three Weeks to Moving Day*, to prepare for your move.

When it's time to move, consider purchasing a small notebook or journal to keep notes that will help you manage the move. As you pack, number each box and create an inventory in the notebook. If you opt for loose sheets of paper as you plan a move, keep them in a file folder with all related moving documents.

Information on choosing a moving company is available from Industry Canada at 613 947-7466. Ask for their publication: *Consumer Checklist for Choosing a Moving Company*, which is also available free online at <http://strategis.ic.gc.ca/epic/internet/inoca-bc.nsf/en/ca02029e.html>.



Car and Driver

If you are moving to a new province or territory and bringing a vehicle, you must get license plates for that province or territory. To get new plates, your vehicle will probably have to pass a vehicle safety inspection. The length of residence that requires a change of license plates varies from province to province. Check with the local motor vehicle authority, which will be listed in the blue pages of the phone book. Drivers' licenses may also need to be changed. Here also, a test may be required. Generally, you have only a brief period of time to make these changes.

The Initial Inspection

While landlords cannot hold tenants responsible for normal wear and tear, tenants can be required to fix other damage, such as stained carpets or a dented wall. Establishing the condition of the premises on move-in day is important, so you are not held liable for damage that existed before your tenancy.

When inspecting your new place, be thorough and document everything you notice. The tenant and the landlord should inspect the rental premises together.

- What to Look for During an Inspection

In some provinces, a security deposit is repayable only upon final written inspection by both tenant and landlord. If your move-out inspection matches the details on the move-in inspection sheet, you should have no trouble regaining your damage deposit, plus interest. (See Returning the Deposit, with Interest in the Moving Out section, for information on getting your deposit back.)

The following lists contain what you should watch for during an inspection. If your new landlord does not provide an inspection checklist, use the Initial Inspection Worksheet provided to establish the condition of the living space, as well as the condition of the building and/or property, if applicable.

It's the Law

In British Columbia, a Condition Inspection Report is required by law. The tenant and the landlord need to complete, sign and date the form to show the condition of the residential premises at the beginning and end of the rental agreement. To obtain a Condition Inspection Report, contact your nearest Residential Tenancies Office or Government Service Centre (1st Floor, 1019 Wharf Street Victoria, BC V8V 1X4 Phone: (250) 387-1602 or online at <http://www.pssg.gov.bc.ca/rto/publications/forms/RTO27.pdf>).



How To Inspect A Rental Property

- Inspections can be a big job, so consider enlisting help from a friend.
- Inspect your new rental property, documenting any pre-existing problems. Videotape and/or photograph problems, if possible.
- Have your landlord sign the initial inspection sheet and keep that documentation somewhere safe.
- Note what amenities are available: laundry facilities, air conditioning, parking, security doors, etc.
- Request, in writing, that the landlord make necessary repairs by a specific date and keep copies of all correspondence with the landlord.

What to Look for During an Inspection

Structural Details

- Walls and ceilings: note any dents, holes, or cracks in the plaster; scuff marks that don't rub off; tears, bubbles or peeling wallpaper.

- Floors: note stains or discolouration in carpets; tears in linoleum; cracked or chipped tiles; dents, scuffs or stains on hardwood floors.
- Trim (including moldings, door and window sills and door and window frames): note stains, cracks, leaks or other problems.
- Electrical outlets and lights: make sure they function.
- Bathroom(s): make sure all faucets (hot and cold) work without leaking; water runs clear, not brown or yellow; water carries sufficient pressure in the shower and toilet; hot water tank holds enough for your needs. Check for chips or scratches in fixtures and tiles; walls around the tub for "sponginess"; countertops for dents, scratches, or stains.
- Kitchen: make sure all faucets (hot and cold) work without leaking; water runs clear, not brown or yellow; all appliances work and are clean. Check for chips or scratches in fixtures and tiles; countertops for dents, scratches, or stains.
- Exterior doors and windows: make sure they seal properly and the locks work; watch for signs of water.
- Deck, balcony or patio, if applicable: check for chipped stone, warped or cracked boards, or problems with exterior siding.

Other Inspection Details:

- Smell the air in the rental unit. Does it have an unusual odor, such as a musty or moldy smell?
- Check for working smoke and carbon monoxide detectors.
- If you have a storage area, make sure it is empty and the locks are secure.



Check First, Or Pay Later

One Ontario tenant learned the hard way about the importance of inspections. Neither the landlord nor the tenant thoroughly inspected the property when she moved in. To her regret, when she moved out, she was held legally and financially responsible for removing a wall that previous tenants had constructed in her rental unit. Source: *The Ottawa Citizen*.

Both the tenant and the landlord should sign the pre-inspection report noting any building items needing repair or replacement on a room-by-room basis.

Paying Rent

Every landlord expects a tenant to pay the agreed-upon rent on time. Paying rent by post-dated cheques is convenient, but it is illegal for the landlord to demand this form of payment in some provinces. (For specifics, see the Provincial and Territorial Fact Sheets).

When a tenant faces money problems, an understanding landlord might help from time to time, but tenants can face serious legal implications for failing to pay rent. The landlord might seek payment by taking the tenant to court. Constant lateness or non-payment might force a landlord to seek compensation for that loss through the courts, and he or she may proceed with eviction. Further, chronic problems could ruin references and harm your credit rating.

- When Is the Rent Due?
- What if You can't Afford to Pay?



No Rent Means Day In Court

70,181 landlord applications for eviction were made to the Ontario Rental Housing Tribunal, and failure to pay the rent was the grounds for 73 per cent of these eviction proceedings.

Ontario Rental Housing Tribunal (ORHT) 2000-2001 Annual Report

When Is the Rent Due?

Rent is due on the actual day stipulated in the rental agreement. In most places in Canada, rent is considered late on the day after it is due. For example, if your rental agreement states that rent is due on the first day of the month, the rent would be considered late from the second day of the month onward until it is paid. If the rental agreement stipulated that rent was due on the fifteenth of the month, then the rent would be considered late from the sixteenth day of the month onward. In many jurisdictions, landlords commonly impose a reasonable penalty for late rent. (For specifics, see the Provincial and Territorial Fact Sheets).

In some provinces, the law requires that landlords give a grace period of up to three days to allow the tenant to pay. In other provinces, however, landlords are within their rights to notify the tenant as soon as rent is late that they wish to terminate their rental agreement because of rent arrears. Once a tenant pays the rent, a notice to terminate their rental agreement would no longer be valid.

It is in the tenant's best interest to pay the rent on time because frequent late payment could be grounds for non-renewal of a rental agreement.

What if You can't Afford to Pay?

If you run into financial difficulties, you may be able to get help from a local rent bank. Information on rent banks is included in *Renting in Spite of Bad Credit: Help when Money Is Tight* and *Renting in Spite of Bad Credit: Other Sources of Help*.

What can a Landlord Do?

When tenants don't pay their rent, a landlord can give them a notice to move. In most provinces, the landlord can give this notice as soon as the rent is late, in others, after a three-day grace period.

A notice for non-payment of rent must include:

- the amount of rent that the tenant owes
- the date tenant is to move out
- a statement that says the tenant can disagree with the landlord's notice

If a tenant doesn't move or pay the rent, the landlord can request help from the provincial or territorial rental authority to order the tenant to move. For more information, the landlord should call the local office responsible for landlord and tenant issues.

A tenant may apply to their provincial authority for a rent reduction in some provinces. A tenant can submit an application if a landlord doesn't make repairs or improvements or fails to provide services as a condition of a rent increase. A tenant may also apply for a rent reduction if municipal taxes have been lowered or if a building service or facility is reduced or removed and the landlord does not reduce the rent.

Landlord and Tenant Responsibilities

At the beginning of a landlord-tenant relationship, both parties should understand their basic rights and responsibilities and they should communicate their expectations to each other. Once the landlord screens, finds and accepts a tenant's application, the relationship starts. When a tenant signs the lease and/or pays the rent, the legal contract to move in activates. If either party breaks the rental agreement at this point, compensation may be in order for the wronged party.

Sometimes situations arise that require the attention of both landlord and tenant. They need to rely on each other to ensure emergencies, repairs and even complaints, are handled in a timely manner. A good relationship where both parties respect the rights of the other facilitates problem solving. Difficult landlord-tenant relationships can require mediation or costly legal intervention to settle conflicts.

In all provinces, landlords are legally obliged to ensure that the rental unit complies with the rules and regulations pertaining to minimum health, safety, housing and maintenance standards. Before a landlord rents a property, it must meet municipal property standards, zoning bylaws, fire safety regulations and local building codes. The premises might have met the acceptable standards upon rental and it is the landlord's responsibility to ensure that the place does not deteriorate below these standards.

Landlords must...	Tenants must...
<p>Maintain the tenant's home in a good state of repair and fit for habitation and at the landlord's expense comply with health, safety, housing and maintenance standards.</p> <p>Not withhold, during a tenant's occupancy, the reasonable supply of fuel, electricity, hot and cold water and other utility services (cable, Internet) unless the tenant has agreed to obtain and pay for these services.</p> <p>Not interfere with the reasonable enjoyment of the tenant and the members of his or her household and guests.</p> <p>Not seize, without legal process, a tenant's property for rent default or for the breach of any other obligation of the tenant.</p> <p>Not harass, obstruct, coerce, threaten or interfere with the tenant.</p>	<p>Pay the rent on time.</p> <p>Behave well, clean the rental premises, repair damage caused by a willful or negligent act of the tenant or a person whom the tenant permits on the premises.</p> <p>Not harass, obstruct, coerce, threaten or interfere with the landlord.</p> <p>Contact the landlord as soon as possible when a serious problem arises involving repairs or services.</p> <p>Permit entry (with proper notice) for repairs or showing of premises for next tenant or purchaser.</p>




Household Pests


Vermin, rodents and other household pests occur in some rental properties. Pests live anywhere they can find food, water, warmth and shelter. Pest control companies regularly service many apartment buildings. Pests present serious health hazards to residents; therefore, the landlord is responsible for getting rid of them. If tenants are unable to eliminate household pests, the landlord is obliged to hire a professional exterminator. Local health departments can help tenants whose landlords are uncooperative in handling pest problems. Non-toxic methods of pest removal are preferable.


Learn how to identify pests, their risks and how to get rid of them. Inspect rentals carefully for traces of pests so you avoid moving into an infested home. Note: many common household pests come out only at night. If you are considering a rental that you suspect houses pests, ask to view the place after dark or ask other tenants who live in the building. Check out the CMHC booklet *Farewell to Cockroaches*.


[For CMHC publications contact the CMHC at: 700 Montreal Road, Ottawa, ON, K1A 0P7
1 800 668-2642 or http://www.cmhc.ca/en/burema/gesein/faroach/faroach_011.cfm.]


Common Household Pests

Silverfish		Elimination/Prevention
	<p>Long, flat silver-grey body Broad at head and more narrow at rear Move quickly Prefer damp, warm areas Active at night Contaminate food</p>	<p>Seal areas of entry Eliminate dampness</p>
Mice		Elimination/Prevention
	<p>Brownish grey body with a long tail Prefer indoors Enter buildings through tiny openings Active in evening Live in well-hidden spaces between ceilings and floors Eat and contaminate food</p>	<p>Seal holes even as small as a dime along exterior walls Cover vents with screens Seal or caulk pipes Use traps and monitor frequently</p>
Fleas		Elimination/Prevention
	<p>Small black to brownish-black Stout legs and flattened body Found in dark corners, behind and under furniture, cracks and crevices in baseboards Feed on blood of household pets and humans Transmit diseases with their bite</p>	<p>Vacuum Use flea-control collars or pills for pets</p>

Cockroaches		Elimination/Prevention
	<p>Oval with long, spiny legs Light brown with two stripes down the middle of the back Active at night and light scares them Attracted to food, water, warmth and darkness Carry filth and transmit diseases</p>	<p>Keep the kitchen clean and the bathroom dry Keep all food in sealed containers Cut off food and water sources elsewhere Seal cracks and cavities CMHC Guide: <i>Farewell to Cockroaches</i></p>

Rats		Elimination/Prevention
	<p>Brown rats are 12 to 17 inches long Grey rats are smaller Year-round pest Found where waste accumulates Contaminate and eat food</p>	<p>Seal stored goods Prevent waste from building up Seal quarter-sized openings in exterior walls Cover vents with screens Seal or caulk leaking pipes Use traps and monitor frequently</p>

Bedbugs		Elimination/Prevention
	<p>Small, oval and flattened Reddish-brown Active at night Bites leave minor to severe lumps or swelling and can cause bleeding</p>	<p>Clean and air bedding Replace mattresses that are infected Vacuum frequently</p>

Carpenter Ants		Elimination/Prevention
	<p>Large black ant or black with red marks Active at night Prefer moist areas Live in walls, ceilings, doors and insulation Destroy wood structures by tunneling Carry germs with their bite</p>	<p>Keep areas dry Remove food sources Seal honey, jelly, fruit and meat Keep areas around the outside of house free of wood Spread diatomaceous earth along the foundation If infestation is present, locate and destroy the nest.</p>

Issues During the Tenancy

One property manager, who has been in the business for decades, compares landlord and tenant relationships to marriage. Initially, both parties are enthused with one another and things look rosy. As the tenancy progresses, the initial rosy viewpoint shifts to a more realistic one as issues arise. These could be minor issues, such as a tenant wanting repairs to happen more quickly; or they could be major issues, such as non-payment or rent.

This segment addresses practical tenancy issues:

- **Emergencies and Repairs**
Defines emergency repairs and explains how to respond to them.
- **Regular Repairs**
Looks at the proper process for getting non-critical things fixed.
- **Handling Complaints**
Explains how to handle complaints.
- **Rent Increases**
Provides an overview of the process for increasing the rent.
- **Lease Renewals**
Provides an overview of how leases are renewed.

Emergencies and Repairs

What if water suddenly starts leaking through your roof or the furnace breaks down in the middle of a cold winter night? Call the landlord!

Emergencies often cause a panicked reaction and if the landlord is not instantly available, tenants might react hastily. Before going ahead and ordering major repairs, tenants must understand what constitute emergency repairs and which situations warrant action on their part.

- What Are Emergency Repairs?
- What if I Cannot Reach my Landlord?



Insure Against Surprises

If a tenant's belongings are damaged or destroyed because of a problem in the residence, such as a leaking roof, normally the tenant, not the landlord, is liable for the replacement of the damaged belongings. For full protection against these situations, tenants should carry their own rental unit contents insurance.

What Are Emergency Repairs?

An emergency repair is required when something in the rental unit has broken and the health or safety of the tenant is in danger or the building or property is at risk until repairs can be made. By law, the landlord should handle and pay for emergency repairs.

What if I Cannot Reach my Landlord?

You should try to contact the landlord or the emergency contact at least twice, leave a message if no one answers, and record the date and time of the calls, faxes, or e-mails; allow a reasonable amount of time for them to respond.

In some situations, repairs must be performed immediately to reduce personal risk or property damage. If you are unable to reach the landlord, you can authorize the repair work yourself. Repairs can also be authorized by an order from the rental authority in your province or territory.



Emergency contact

Some provinces require that emergency contact information be posted in a visible place in the building. The emergency contact can be the landlord and/or another person.

If you are authorizing an emergency repair because a landlord is unavailable, you should keep all paperwork related to the incident. Ask the repair worker to bill the landlord directly for the emergency. If repairs must be paid upon completion, tenants should keep track of expenses, notify the landlord and ask for reimbursement.

If the landlord can be contacted before the repairs are completed, the landlord may choose to take over the repairs and pay for work done up to that point. Alternatively, the landlord may let the repairs continue, choosing to reimburse the tenant for the full cost once repairs are completed.

Avoid paying for anything that is not a true emergency, because the landlord could refuse to repay your expenses. Use this chart to gauge whether a repair is an emergency putting you at risk or something you can live with for a few days.

Emergency Repairs	Non-Emergency Repairs
<ul style="list-style-type: none"> • Broken pipe(s) are flooding the premises. • The heating system is not functioning when it is cold outside. • The sewage system is backing up into the premises. • A defective lock lets anyone enter the premises without a key. • A short circuit in the wiring is creating a risk of fire and/or electrocution. • The refrigerator supplied by the landlord is not working. 	<ul style="list-style-type: none"> • An interior door doesn't close properly. • A stove element is burnt out. • The kitchen sink has a slow drain. • There is a minor leak in the roof. • There is a minor leak or dripping in household plumbing. • A garage door opener is not working, but manual access is still available. • There is a cracked pane in an upper window. • While not an emergency, the landlord should be notified during office hours as soon as possible.

Regular Repairs

A regular or minor repair is an inconvenience, not an emergency. Attention to emergency situations, general maintenance including wear and tear and appliance repairs are all the landlord's responsibility. Tenants should not become involved in fixing minor repairs unless they have either agreed to take over these duties or they (or their guests) have damaged the premises.

If the responsible party fails to make necessary repairs to the property, the party that is not responsible for the repairs may notify the provincial authorities, sometimes referred to as the residential tenancy office. An application to the rental authority can lead to a court order for the responsible party to make necessary repairs.

When a landlord refuses to make reasonable repairs such as fixing broken door locks or windows, the tenant may need to bring in a local authority. If you find yourself in this situation, consider requesting an inspection from a city or municipal building department. If an inspector finds that repairs are necessary, a work order will be issued to the landlord listing repairs to be completed by a specified date.



Fixing Required

If a tenant pays rent for something, such as a fridge, and it breaks, the landlord must fix it. This includes all appliances provided with the rented premises; if the unit came with a fridge and stove, the landlord must fix them when they break or require maintenance. The landlord is also responsible for maintaining and repairing common areas. These include halls, lobbies, stairways, elevators, security systems, swimming pools, laundry facilities, and garbage rooms.



Do not withhold rent to pay for repairs

Deducting repair costs from your rent without landlord or court approval is against the law. If you deduct rent to pay for "non-emergency" repairs or withhold paying rent without authorization, a landlord may apply to have you evicted for non-payment of rent.

First, call or write the landlord or superintendent, explain what is wrong and ask to have it fixed. If the landlord does not respond or fails to make promised repairs, put your request in writing. If this fails to get the results you want, contact the local rent authority for help. These offices, called Rentalsman in some provinces, help resolve disputes between landlords and tenants. They have the authority to order landlords to apply rental money towards repairs. Depending on the problem, the tenant may also need input from a building, health or fire inspector. To find these inspectors contact your municipal government office listed in the blue pages of your telephone book. Or you may try calling your local fire department for the fire inspector or hospital for the health inspector.



Before Entry

Unless it's an emergency, a landlord must give proper notice to enter the residential premises. Check the Provincial and Territorial Fact Sheets for rules in your province.

Handling Complaints

A harmonious relationship can erode quickly when landlords or tenants fail to live up to their agreement. When landlord-tenant conflicts arise, it is critical for both parties to use the proper process defined by the legislation in the province or territory where the rental premises are located.

- Handling Landlord Problems
- Problems Relating to Repairs
- Responding to an Eviction Notice

For Tenants: Handling Landlord Problems and Actions and Problems with Other Tenants

Sometimes tenants face landlord problems. Many negative situations can develop. The landlord could be harassing a tenant for having a visitor or might claim that the tenant is not living up to his/her obligations to keep the premises in good repair as a reason to evict. The landlord may have initiated an eviction that is based on a false claim against the tenant. Other problems could include excessive noise, cigarette smoke seeping into your unit from other renters, or failing to take care of the garbage.

Regardless of the situation, you should understand that you have rights. A problem landlord may bully or harass you, or even try to evict you; but the landlord cannot do so legally unless the proper legal process is followed and the reason for eviction is valid.

Case Study

The situation: A retired gentleman who had lived in an apartment in the Toronto area for 29 years was given an eviction notice from his landlord, ordering him to be out of his apartment 23 days later. The reason: the landlord claimed that the tenant's dog was causing damage to the premises, asserting that the dog was chewing the hall walls, running loose and that the owner failed to clean up after his dog, both inside and outside.

In fact: In Ontario, the landlord could evict based on the reasons cited above. However, the tenant had support from the building superintendent and neighbours stating that the claims were false.

The result: The tenant took action, contacting his MPP, the Rent Tribunal, a lawyer and the local newspaper. When the newspaper contacted the landlord about the situation, the landlord decided to withdraw the eviction.

Source: interview

Problems Relating to Repairs

Landlord-tenant conflicts often relate to Emergencies, Repairs and Privacy. In these situations, tenants should deal directly with the landlord and put everything in writing.

Getting Results, the Legal Way

If the landlord fails to make repairs or respect the tenants' rights, local rental authorities and advocacy agencies can offer assistance. Fire, health or building inspectors may also intervene in some cases to order improvements to a rental property. A tenant may also consider filing an application asking the province or territory to order a landlord to carry out repairs.



Tenant Advocacy

If you are a tenant in a large urban centre, there may be an advocacy agency that can help. These organizations offer a variety of services to tenants. They will often explain tenants' rights, help tenants respond to landlord complaints, and protect the renter if the complaints are unreasonable or untrue. Check with your provincial or territorial rental authority to find out if tenant advocacy groups operate in your community. Some of these resources are in the Useful Web links for landlords and tenants section of this Guide.

If you are unsatisfied with a rental situation or landlord, contact your local rental authority and follow the proper steps. If you are tempted to use rent as leverage against a landlord, think again. Refusing to pay rent without court approval is inadvisable, as withholding rent can get you evicted! Do not withhold rent to pay for repairs.

Responding to an Eviction Notice

What should you do when the landlord issues an eviction notice? First, review the notice carefully and check your rights. If the notice is not based on solid grounds and you want to oppose the eviction, consider following the process outlined by your local rental authority. If the eviction is based on non-payment of rent, paying the rent due in full will enable you to stay.

The eviction notice will set a date for the tenant(s) to vacate the premises. If you decide to oppose the grounds of the eviction, you do not have to actually vacate the premises until an order from the local rental authority is issued. If this happens, the date stipulated on the order is the actual date on which you must leave. You remain responsible for paying the rent in full up until the date that you leave the premises.

Rent Increases

Increasing rent: it's a fact of life. But just how often and by how much is a landlord allowed to increase rent?

Each province/territory handles rent increases differently. (For specifics see the Provincial and Territorial Fact Sheets).

Notice of a Rent Increase

In many jurisdictions, a landlord is obliged to give 90 days notice of a rent increase. The amount of advance notice can vary depending on the type of tenancy—weekly, month-to-month or yearly. In some parts of Canada, an increase may occur only on the anniversary of the tenancy and the landlord must give four months notice.

A rent increase is void without proper notice stating when the increase comes into effect. If the landlord does not give enough notice, the tenant can refuse to pay the rent increase until the landlord gives proper notice.

Tenants often face a rent increase when it's time to renew a lease and only one increase per year is permitted. Some provinces set rent increase guidelines based on cost estimates for heat, electricity, taxes and property improvements.

Lease Renewals

It is common to have a fixed lease term at the beginning of the tenancy. But what happens when the initial rental period—often a year—expires? The answer to this question depends on the province or territory of the rental.

For example, in Alberta the lease term may be changed from year-to-year to month-to-month after one year's term is complete. This means that after the initial year, the tenancy is now renewed on a monthly basis. The tenant is still protected from eviction under the landlord tenant legislation of the province and the new month-to-month term offers more flexibility for ending the tenancy. In Alberta, with a month-to-month tenancy the tenant must give one month's written notice to the landlord in order to end the tenancy. If a landlord accepts your cheque, make sure you get a receipt with the address of the apartment, the landlord's name and the name and phone number of the person who accepted your cheque.

To look up lease renewal terms for the province or territory where you rent, use the Provincial and Territorial Fact Sheets.

Moving Out

You've found a better place to rent or maybe you've purchased your own home. It's time to move again. This segment is designed to help you through the transition.

- **The Final Inspection**
Provides an overview of tenant and landlord responsibilities for damages.
- **Returning the Deposit, with Interest**
Outlines factors that affect the return of a deposit and any associated interest accumulated during the tenancy.
- **Ending the Rental Agreement**
Offers tips about the final transition for landlords and tenants.
- **Leaving Before the Lease Expires: Subletting**
Explains how you can meet outstanding obligations if you need to leave before the end of your tenancy.

Two worksheets, *Three Weeks Until Moving Day* and *The Final Inspection*, will help you prepare for the move and conduct a final inspection of the premises.

The Final Inspection

When you move out, you'll need to prove that the condition of your rental meets the landlord's approval. If you inspected the unit with your landlord when you moved in, locate your initial inspection checklist. Refer to this list to compare the condition of each room when you move out with the condition when you moved in. The departing tenant and the landlord should inspect the rental premises together; both should sign and keep a copy of the checklist.

If the rental unit passes your landlord's final inspection, the timely return of your damage deposit (if any) will be in order. If the place is in disrepair or unacceptably dirty, you will be responsible to pay for cleaning or damages you or your guests caused during your tenancy. You may lose part or all of your damage deposit, the interest or even more.

Returning the Deposit, with Interest

Rules governing deposits vary from province to province. In Quebec, landlords cannot collect a deposit. In Ontario, landlords may collect a rent deposit, but this is not a "security deposit", so, the landlord cannot use the rent deposit to cover the cost of damages. In some provinces, the Rentalsman office, not the landlord, holds the deposit for the landlord and tenant.

When a tenancy ends, the initially collected deposit is returned to the tenant (subject to any permitted deductions), often by way of covering the cost of the last month's rent. There is often a difference between the amount of the initial rent deposit and the rent as a tenant departs. If the tenant has not given the landlord additional money during the tenancy to increase the amount of the deposit, part of the interest owed, if applicable, is often used to cover the difference between the initial deposit amount and the amount of the last month's rent.

Landlords Canada-wide cannot simply keep a departing tenant's deposit or charge for additional repairs to the rental premises. They must negotiate payment with the tenant and if the tenant disagrees, the landlord must formally apply to the local rental authority to keep a deposit, or to charge the tenant for damages costing more than the deposit and interest.



How Much Money?

The amount of money returned to tenants moving out depends on the guidelines set for the applicable province or territory. Factors that often affect the final amount are:

- whether the rent is paid in full
- the amount of the deposit the tenant paid the landlord, if applicable
- the prescribed interest on the deposit, based on the rate set by the province or territory
- the condition of the rental unit, excluding normal wear and tear

For details refer to the Provincial and Territorial Fact Sheets.

Ending the Rental Agreement

It's time to move on and move out. Tenants, protect your rental history; you might need your old landlord for a reference in the future. The right way to end a rental relationship begins with giving proper notice. These tips will help you end your agreement on a positive note:

- End your tenancy according to your lease. If you need to assign, sublet or break a rental agreement, discuss this with your landlord.
- Give proper notice that you will be leaving at the expiration of the term of your lease. The amount of notice required depends on the type of tenancy you have (see the Provincial and Territorial Fact Sheets). Put your notice in writing. If you fail to give the proper number of days notice before your departure, you may end up paying for additional months. **Note:** You are always responsible for paying rent until the end of your lease.
- Make repairs to ensure return of your full damage deposit with interest, if applicable.
- After giving notice, allow landlord access to show the unit to new rental applicants.

(Refer to province-specific information and sample letters)

Leaving Before the Lease Expires: Subletting

You may find yourself having to move to a new residence before the end of your tenancy agreement. Perhaps you have been transferred, or you purchased a home. Nonetheless, you are still responsible for the rent owing on the remainder of your lease.

If you find yourself in this situation, you will most likely need to find someone to whom you can sublet the premises. Subletting is a legal arrangement between you and another tenant. That person (the sublessee) agrees to live in your place, pay rent and respect the requirements of the rental agreement between you and your landlord.

When subletting, you are still the party responsible to the landlord, which means you are responsible for the sublessee's actions should he or she not respect the rental agreement. This responsibility includes damages and non-payment of rent. Be sure to sublet to someone you trust, preferably someone you already know. Subletting to an irresponsible person could result in having to pay for damages that you did not cause.

Subletting requires permission from your landlord. Landlords cannot unreasonably refuse a request to sublet, but they may decide whether or not to approve the new tenant based on the same criteria used when renting to you. In general, a landlord cannot charge you a fee for subletting and nor can he or she refuse to allow your search for a new tenant. Specifics about subletting vary from province to province, so check laws for your area before taking action. (For details see the Provincial and Territorial Fact Sheets).

As another option, consider working with your landlord to find someone to take over the rental premises, with the intention of assigning your lease to the new tenant. Assigning is a legal process where you transfer your obligations to someone else. The new tenant would take on the responsibilities of your lease, removing your liability risk. You must have your landlord's permission to assign your lease. Legal costs may be associated with assigning a lease.



Charge to Subletor

When subletting, you cannot charge the sublessee more than what you would have paid for rent. You can charge less, but you must make up the difference so the landlord receives the amount of rent specified in the rental agreement.

For Landlords

Whether you rent multiple units in a high-rise or an apartment in your basement, you need to know many things about finding tenants and making your rental business work to your advantage. While other sections provide information for both landlords and tenants, this section covers key business and legal aspects of being a landlord or a property manager.

- **Just Starting? Get Informed**
Helps new landlords familiarize themselves with the relevant rules and regulations.
- **Marketing Your Rental Unit**
These tips will help you find tenants.
- **Now that You've Found New Tenants**
Information on deposits, rent increases and how to finalize a tenancy.
- **Dealing with Problems**
Summarizes the landlord's obligations and refers to relevant information in the various province-specific pages.
- **When the Tenancy Ends**
Provides information on conducting a final inspection, returning deposits and ending a rental agreement.
- **When Taking Legal Action, Be Meticulous**
This section outlines steps you can take to handle complaints and offers tips that will help you if you need to take legal action.
- **Resources for Landlords**
Presents resources and online links that offer valuable information for landlords and property managers.

Just Starting? Get Informed

When searching for tenants, can you exclude people with children? When a tenant is in your premises but is not paying rent, can you evict? How do you evict a tenant? To run your business effectively, you should learn the relevant rules and regulations in the province or territory where you rent. Regardless of how you acquire the knowledge, getting informed helps you respond appropriately if and when challenging issues arise.

- Understand the Tenancy Legislation that Affects You
- What to Research
- Keeping Records

Understand the Tenancy Legislation that Affects You

Each province and territory has its own legislation. While similarities often exist between jurisdictions, some surprising differences are worth noting.

For example, while you can collect a security deposit in most places, you cannot do so in Ontario or Quebec. In Ontario, you can collect only a rent deposit and the landlord cannot use the money collected to cover damages to the rental premises. In Quebec, landlords cannot ask for any kind of deposit. In Alberta, unless there is an agreement in writing interest on the security deposit is paid annually.

In most places, a breach of a lease over an issue not addressed directly in the provincial/territorial legislation, such as owning a pet when the lease stipulates pets are not allowed, is not grounds for eviction. In a handful of provinces, however, this breach would be grounds for eviction.

Legislation is not fixed: it changes over time. Rules are not absolute: the court or Tribunal's interpretation of the legislation determines what each rule really means to landlords and tenants.

You can learn about these rules and regulations in many ways. The Provincial and Territorial Fact Sheets are a good start. You can also look in your local area for books, booklets or guides published for new landlords. Check to make sure that the publication is not out of date.

Another option is to spend a few hours with a legal expert to discover what you need to know in order to run your business without violating rights or laws. If you decide to do this, invest in a few hours of consultation with an expert in landlord and tenant issues in the province or territory where you rent. This is a specialized area of law, so don't settle for a lawyer who primarily focuses on other areas of law. Ask for a referral to a specialist.

Privacy Laws

New privacy legislation in Canada may affect the way that you collect and keep information on prospective tenants. Be sure to check that your list of candidate questions is in compliance with these new laws. For example, you must now tell your tenants why you are collecting this information and what you plan to do with it.

To learn more visit the Privacy Commissioner's website at:

http://www.privcom.gc.ca/ekit/index_e.asp

or contact the Privacy Commissioner by phone at 1 800 282-1376 or by mail at 112 Kent St., Place de Ville Tower B, 3rd Floor Ottawa ON K1A 1H3.

Research Relevant Bylaws

Does the building you are renting comply with local and provincial bylaws? What about building codes?

In addition to the guidelines set by provincial or territorial legislation, you must also comply with provincial and municipal bylaws. These bylaws stipulate guidelines and standards for fire and building safety. Municipal bylaws also cover issues like zoning and permits. To get started, contact the main branch of your local municipality, which you can find in the blue pages of your telephone book.

Research Current Market Pricing

Before you set the rent, find out what comparable units in the area rent for by checking sources where landlords advertise. Some provinces keep rent registry databases with rent information for units over the past several years. CMHC also produces annual local *Rental Market Reports* for a fee. (For CMHC publications contact CMHC at: 700 Montreal Road, Ottawa, ON, K1A 0P7 1 800 668-2642 or http://www.cmhc.ca/en/homadoin/maintrst/stda/fafabare_002.cfm)

Keeping Records

By law, you are required to keep records and receipts for all financial transactions relating to your business. If you are not familiar with business bookkeeping, consult with an accountant. You'll need to learn how capital assets differ from expenses, and will need assistance setting up a Chart of Accounts—the ledger used to track income, expenses and other financial information - for your business.

In addition, it's important to document and track the condition of the rental premises. When a tenant moves in, complete an initial inspection of the premises and have both parties sign and keep a copy of the inspection worksheet. In some jurisdictions this is required by law, and there is a standardized form to use. If your province or territory does not provide a standardized inspection template you can use the Initial Inspection Worksheet in this Guide.

Marketing Your Rental Unit

Every landlord wants to find the ideal tenant—the person who always pays rent on time, never disturbs others, doesn't complain or cause conflicts and keeps the premises in better condition than when he or she moved in. While this theoretical ideal may be unattainable, the way you maintain and market your property will affect what type of tenants you attract.

Effective marketing involves differentiating your property from others. In a tight rental market, advertising may not be as critical, but when renters have many places to choose from, you need to let them know why your place is better than others. Is it newer, bigger, cheaper, cleaner or safer than comparable units in the area? Does it have better appliances and amenities for the price?

Effective marketing will increase your chance of attracting the ideal tenant for your situation. The more clearly you state the benefits of your premises, the greater the odds of attracting appropriate prospects.

- Where to Advertise
- Finding Tenants
- Evaluating Prospective Tenants
- Human Rights Considerations

Where to Advertise a Rental:

- Place a for rent/lease sign at the rental property.
- Advertise in newspaper classifieds and specialty publications that list rental accommodations. Remember community newspapers.
- If you are interested in attracting students, campus housing offices often provide a free listing service.
- Post a flyer on bulletin boards at libraries, community centres, grocery stores and places of worship.
- Talk to friends and family members, letting them know that you are looking for tenants.

Advertising Online:

- Internet mail lists
- Electronic bulletin boards
- Specialized Canadian apartment listing Web sites
- Web sites of community newspapers (classifieds section)
- Central community Web sites, typically in a classifieds section



Caution: When paying for an online ad, don't get tricked by a report of thousands or millions of "hits". Web-page hits can be an inflated, misleading reporting method. Instead, ask how many unique users visit the relevant section of the Web site each day. Also, ask how many page-views—entire scrollable pages—the site gets each month.

Finding Tenants

Someone offering a tiny bachelor apartment will have a different market than someone renting a spacious penthouse with extra features, such as a fireplace and a fantastic view. Consider the profile of the people you are trying to reach and then advertise in the places where they would be likely to look for a rental premises.

If you are renting a fairly basic basement apartment, you have a good chance of attracting people willing to live in a basement for the benefit of a lower monthly rent. University campuses, postings in local supermarkets or "accommodations available" advertisements in community newspapers might be the best place to advertise this type of rental.

If you have an expensive condo to rent, advertise where people with the appropriate income might search. The local condo news, business-focused newspaper classifieds, or working with a rental locator at a real estate agent's office might work best.

If you are not sure where people look for rentals, ask! Talk to several people in the same demographic as prospective tenants.

Evaluating Prospective Tenants

Every landlord wants to find good tenants—ones who pay the rent on time and take care of their rental property. Finding the best tenant can be offset by the need to have the premises rented within a narrow timeframe. While time to show the unit, accept and review applications and do background checks may be limited, a hasty decision could cost you money in the long run. If the wrong tenant moves in, you may end up losing money due to damages or disputes.



Choose Wisely

If you can afford a possible rent loss while waiting to fill the unit, take the extra time to make the right choice of tenant.

You should thoroughly research a prospective tenant before making a final decision. Getting candidates to fill in a rental application and properly screening for applicant suitability before accepting a new tenant are vital. If you accept tenants without screening and verifying their information, terminating the rental agreement may be difficult even if you discover that they provided false information.

As a landlord you can ask	As a landlord you cannot ask
You can ask questions that will help you assess the suitability of a tenant, as long as you do not infringe on his/her rights. For	You cannot ask questions that infringe on the rights of the tenant under the Human Rights Code for your province. For

example, you can ask a prospective tenant:	example, you cannot ask a prospective tenant:
What is your income? Where do you work?	Do you plan to have (more) children?
How many people will be living with you and what are their names?	What is your ethnic background, religion or sexual preference?
Do you have pets? Do you smoke?	Will your family be visiting?
Could you provide written permission for a credit check?	What is your social insurance number? If you don't provide your SIN, I won't rent to you.
May I see your references and their current contact information?	Are you married, single, or divorced?

You will want to find out as much as you can legally about prospective tenants. Check their financial suitability through a credit bureau report. To access a credit report on a prospective tenant you must be a member of a credit bureau.



Changing Times ...

In many areas, information beyond basic financial data was previously available in a credit bureau report. However, in many areas this information is no longer being collected. Some provinces, such as British Columbia, are in the process of setting up independent Rent Bureaus. Ontario already has a rent bureau, Rent Check, in place. These agencies will provide information that can be used to assess potential tenants that goes beyond the basic financial data. The easiest way to find a Rent Bureau in your province or territory is to check with a local association for landlords and tenants. Inquiring at the local rental authority is another avenue to consider if there isn't an association in your area.

Beyond credit information, try to discover what kind of tenant will be living in your unit. Ask former landlords about the tenant's character and past rent-payment patterns. Consider talking to even the last two or three landlords to get a clear idea.

In some provinces, landlords can easily access information compiled by order registries and landlord advocacy groups. A landlord unsure about a tenant's suitability can turn to these groups for more information. These registries include information about unlawful tenants and help landlords when they face difficult tenant situations. Provincial offices can also offer assistance to landlords who are experiencing tenant problems. They may also be able to pass along information on registers and advocacy groups in your region, if these organizations exist.

Checks for Screening Tenants

- Check the applicant's credit bureau history and banking history.
- Confirm the applicant's employment situation.
- Check the applicant's tenancy history/evictions, if available.
- Check court records, if available.

- Check the applicant's references and consider contacting previous landlords going back two or three tenancies

Human Rights Considerations

While you will want to know as much about a rental applicant as possible, provincial and territorial human rights legislation prohibits certain factors from being considered by a landlord when choosing who he or she will rent to. These factors include race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, marital status, family status, handicap or the receipt of public assistance.

Each province and territory upholds its own human rights legislation that spells out what landlords are allowed to ask prospective tenants and what they are not permitted to ask. You might think it is acceptable to ask personal questions to determine a tenant's suitability, but demanding answers as a condition of renting may contravene human rights. You cannot refuse to rent an apartment based on these conditions.

Now that You've Found New Tenants...

- Collecting a Deposit
- Rent Increases
- Ending the Rental Agreement

Congratulations, you've finalized a deal with a new tenant. Here are the steps to take to protect your investment:

- Review the Provincial and Territorial Fact Sheet for the province/territory that applies to you. Take time to familiarize yourself with the basic guidelines for your province, including deposits that are allowed, notice periods and renewal timeframes.
- Have the tenant sign a written lease that clearly stipulates the terms of your agreement. A written lease is required by law in some provinces and even when not required it is advisable to have a written agreement in place. Standardized lease forms may be available from your local rental authority and they are often sold at local business supply stores as well.
- Collect the appropriate deposit, if applicable, from the new tenant(s).
- Conduct a move-in inspection with the tenant, documenting the condition of the rental unit. Consider taking photographs or even videotaping the inspection. When the inspection is complete, ensure that both you and the new tenant(s) sign the Inspection Worksheet. Some provinces have a worksheet that you are required by law to use.

Collecting a Deposit

Rules governing deposits vary from province to province. In Quebec, landlords cannot collect a deposit. In Ontario, landlords may collect a rent deposit, but this is not a "security deposit", so, the landlord cannot use the rent deposit to cover the cost of damages. In some provinces, the Rentalsman office, not the landlord, holds the deposit for the landlord and tenant.

When a tenancy ends, the initially collected deposit is returned to the tenant, often by way of covering the cost of the last month's rent. There is often a difference between the amount of the initial rent deposit and the rent as a tenant departs. If the tenant has not given you additional money during the tenancy to increase the amount of the deposit, part of the interest owed, if applicable, is often used to cover the difference between the initial deposit amount and the amount of the last month's rent.

Landlords Canada-wide cannot simply keep a departing tenant's deposit or charge for additional repairs to the rental premises. They must negotiate payment with the tenant and if the tenant disagrees, the landlord must formally apply to the local rental authority to keep a deposit, or to charge the tenant for damages costing more than the deposit and interest.



How Much Money?

The amount of money returned to tenants moving out depends on the guidelines set for the applicable province or territory. Factors that often affect the final amount are:

- whether the rent is paid in full

- the amount of the deposit the tenant paid the landlord, if applicable
- the prescribed interest on the deposit, based on the rate set by the province or territory
- the condition of the rental unit, excluding normal wear and tear

Rent Increases

Increasing rent: it's a fact of life. But just how often and by how much are you allowed to increase rent? Each province/territory handles rent increases differently. (Refer to the Provincial and Territorial Fact Sheets).

Notice of a Rent Increase

In many jurisdictions, you are obliged to give 90 days notice of a rent increase. The amount of advance notice can vary depending on the type of tenancy—weekly, month-to-month or yearly. In some parts of Canada, an increase may occur only on the anniversary of the tenancy and the landlord must give four months notice.

A rent increase is void without proper notice stating when the increase comes into effect. If you do not give enough notice, the tenant can refuse to pay the rent increase until you give proper notice.

Tenants often face a rent increase when it's time to renew a lease and only one increase per year is typically permitted. Some provinces set rent increase guidelines based on cost estimates for heat, electricity, taxes and property improvements.



Rent Control

In Ontario, rent control is in place for existing tenancies. When one tenant moves out, however, the rent control is no longer in effect for that unit, enabling landlords to raise the rent to the rate of their choice. For existing tenancies, a landlord in Ontario can propose a rent increase above the "rent increase guidelines" set for the province. Landlords doing so have to apply to that province's rent authority for acceptance, and they must have their request approved before the increase can take effect.

Ending the Rental Agreement

It's time to move on and move out. Landlords, ensure your departing tenant leaves on good terms and protect your rental investment. Here are some tips that will help you end the rental agreement on good terms.

- Check with tenants whose lease is coming due to find out if they wish to continue renting from you.
- Negotiate mutually acceptable terms with departing tenants who may need to assign, sublet or break your rental agreement.

- When you need to enter a unit to show it to new rental applicants, give the current tenant proper notice.
- Inspect property for damage. If departing tenant's rental is:
 - Satisfactory: return deposit with interest.
 - Damaged or dirty: ensure repairs and cleaning are completed. Pursue payment or withhold damage deposit, if necessary and, if permitted by legislation in your province or territory.

Dealing with Problems

While finding good tenants is significant for landlords, avoiding trouble is also a major concern. It is the landlord's responsibility to ensure avoidable problems do not occur after the unit is rented. The landlord has to ensure the rental complies with the rules and regulations for health, safety, housing and maintenance, municipal property standards and zoning bylaws, fire safety regulations and building codes. If the unit fails to meet these standards, the landlord must make necessary repairs at any point during the tenancy.

Non-payment of rent, disruptive behavior and violations of the lease agreement are tenant problems that come up from time to time. When the problems cannot be resolved the landlord may need to consider legal options. For information on how to deal with problem tenants, see Handling Problem Tenants below.

- Emergencies and Repairs
- Regular Repairs
- Handling Problem Tenants
- What to Do when Tenants Don't Pay their Rent

Emergencies and Repairs

An emergency repair is required when something in the rental unit has broken and the health or safety of the tenant is in danger or the building or property is at risk until repairs can be made. By law, as the landlord you should handle and pay for emergency repairs.

At the beginning of the tenancy it is a good idea to inform the tenant that it is their responsibility to purchase contents insurance. This insurance will cover damage to the tenant's belongings resulting from a problem in the residence.

In some situations, if you are not available and repairs must be performed immediately to reduce personal risk or property damage, the tenant can authorize the repair work. Repairs can also be authorized by an order from the rental authority in your province or territory.



Emergency contact

Some provinces require that emergency contact information is posted in a visible place in the building. The emergency contact can be the landlord and/or another person.

If a tenant has authorized an emergency repair, you should ask the tenant for copies of all paperwork related to the incident. The tenant may ask the repair worker to bill you directly for the repair, or you may prefer to reimburse the tenant. In this situation, tenants should keep track of expenses, notify you upon completion of the repairs and ask for reimbursement.

If you are contacted before the repairs are completed, you may choose to take over the repairs and pay for work done up to that point. Alternatively, you may decide to let the repairs continue, choosing to reimburse the tenant for the full cost once repairs are completed.

If the tenant authorizes repairs that are not a true emergency, you can potentially refuse to repay his/her expenses. This chart can be used to gauge whether or not a repair is an emergency.

Emergency Repairs	Non-Emergency Repairs
<ul style="list-style-type: none"> • Broken pipe(s) are flooding the premises. • The heating system is not functioning when it is cold outside. • The sewage system is backing up into the premises. • A defective lock lets anyone enter the premises without a key. • A short circuit in the wiring is creating a risk of fire and/or electrocution. • The refrigerator supplied by the landlord is not working. 	<ul style="list-style-type: none"> • An interior door doesn't close properly. • A stove element is burnt out. • The kitchen sink has a slow drain. • There is a minor leak in the roof. • There is a minor leak or dripping in household plumbing. • A garage door opener is not working, but manual access is still available. • There is a cracked pane in an upper window.

While not an emergency, the landlord should be notified during office hours as soon as possible.

Regular Repairs

Attention to emergency situations, general maintenance including wear and tear and appliance repairs are all the landlord's responsibility. However, a regular or minor repair is an inconvenience, not an emergency. Tenants should not become involved in fixing minor repairs unless they have either agreed to take over these duties or they (or their guests) have damaged the premises.

If the responsible party fails to make necessary repairs to the property, the party that is not responsible for the repairs may notify the provincial or territorial authorities, sometimes referred to as the residential tenancy office. An application to the rental authority can lead to a court order for the responsible party to make necessary repairs.

If you refuse to make reasonable repairs such as fixing broken door locks or windows, the tenant may bring in a local authority. Should this situation arise, the tenant may request an inspection from a city or municipal building department. If an inspector finds that repairs are necessary, a work order will be issued to you, the landlord, listing repairs to be completed by a specified date.



Fixing Required

If a tenant pays rent for something, such as a fridge, and it breaks, the landlord must fix it. This includes all appliances provided with the rented premises; if the unit came with a fridge and stove, the landlord must fix them when they break or require maintenance. The landlord is also responsible for maintaining and repairing common areas. These include halls, lobbies, stairways, elevators, security systems, swimming pools, laundry facilities, and garbage rooms.

Handling Problem Tenants

Excessive noise, especially late at night, unreasonably dirty premises and having too many people in one living space are just a few of the problems that can occur during a tenancy. When the problem relates directly to non-payment of rent, the landlord has the option of following the eviction process. When problems shift into other areas, the process becomes more challenging.

Resolution with Little Intervention or Legal Action

When asking a tenant to clean up and make repairs to an exceptionally dirty or damaged rental space, a simple verbal or written request (or politely worded warning) might get results. For actions that violate local bylaws, landlords often call the police. In these situations, a police warning or fine may convince offending tenants or neighbours to stop breaking noise, parking or garbage bylaws.

If initial attempts to resolve a conflict fail, you may need to formalize your complaint through the local rent authority. When the communication between the landlord and tenant breaks down completely, proof and witnesses are needed to demonstrate blame and establish compensation, if in order. For example, offended neighbours or other tenants might help the landlord support claims against noisy tenants.

What to Do when Tenants Don't Pay their Rent

When tenants fail to pay the rent, it is important to act quickly. When this happens you can give them a notice to move. In most provinces, you can give this notice as soon as the rent is late, in others, after a three-day grace period.

A notice for non-payment of rent must include:

- the amount of rent that the tenant owes
- the date tenant is to move out
- a statement that says the tenant can disagree with the landlord's notice

If a tenant doesn't move or pay the rent, you can request help from the provincial or territorial rental authority to order the tenant to move. For more information, call the local office responsible for landlord and tenant issues. (See the Provincial and Territorial Fact Sheets).

Procedures and paperwork are extremely important in cases of rent non-payment. If the landlord has a valid reason to terminate a tenancy but makes a minor mistake in the paperwork, the Tribunal in the province or territory may not uphold the action.

In some provinces the tenant may apply to their provincial authority for a rent reduction in a few situations. A tenant can submit an application if you don't make repairs or improvements or fail to provide services as a condition of a rent increase. A tenant may also apply for a rent reduction if municipal taxes have been lowered or if a building service or facility is reduced or removed and the landlord does not reduce the rent.

When the Tenancy Ends

Ending the Rental Agreement

When the rental agreement ends, it is important for the party that is ending the tenancy to give proper notice. Once again, the requirements vary in each province or territory in Canada, so it's important to check the rules for your area in the Provincial and Territorial Fact Sheets.

The Final Inspection

When a tenant moves out, you'll need to inspect the premises to see if there are any damages, beyond normal wear and tear. If you inspected the unit with the tenant when you moved in, locate your initial inspection checklist. Refer to this list to compare the condition of each room when the tenant moved out with the condition when he/she moved in. The departing tenant and the landlord should inspect the rental premises together; both should sign and keep a copy of the checklist.

If the rental unit passes your final inspection, the timely return of the tenant's damage deposit (if any) will be in order. If the place is in disrepair or unacceptably dirty, you will ask the tenant to pay for cleaning or damages by the tenant and/or the tenant's guests during their tenancy. As a landlord, it is important to review the Provincial and Territorial Fact Sheets, as legislation related to deposits varies from area to area.

Returning the Deposit, with Interest

Rules governing deposits vary from province to province. In Quebec, landlords cannot collect a deposit. In Ontario, landlords may collect a rent deposit, but this is not a "security deposit", so, the landlord cannot use the rent deposit to cover the cost of damages. In some provinces, the Rentalsman office, not the landlord, holds the deposit for the landlord and tenant.

When a tenancy ends, the initially collected deposit is returned to the tenant, often by way of covering the cost of the last month's rent. Most areas have a set interest rate or an interest rate chart that specifies how much interest must be paid. However, in some provinces, like Alberta, interest must be paid to the tenant annually unless both parties agree in writing to have compound interest paid out at the end of the tenancy.

There is often a difference between the amount of the initial rent deposit and the rent as a tenant departs. If the tenant has not given the landlord additional money during the tenancy to increase the amount of the deposit, part of the interest owed, if applicable, is often used to cover the difference between the initial deposit amount and the amount of the last month's rent.

Rules on the use of a deposit to cover damages vary from area to area. Check the Provincial and Territorial Fact Sheets to find out how the return of deposits is handled in your area.

When Taking Legal Action, Be Meticulous

At some point in time, negotiations may no longer work and then legal action becomes necessary. Whether you want to have the tenant make repairs, evict a tenant, or you are seeking some other action from the tenant, there is a process to follow. There will be forms to fill out, notices to give to the tenant and a waiting time during which the tenant can respond to your action. In many jurisdictions, fees apply as well. There is normally no need to have a lawyer involved during this process.

The exact process to follow and forms to use for any action varies for each province and territory. Basic information is provided in the Provincial and Territorial Fact Sheets, and detailed information is available from your local rental authority. To find the rental authority in your area, refer to the Provincial and Territorial Fact Sheets.

If you reach the point where you need to go through your local rental authority to force an action by a tenant, attention to detail is critical. When filling out paperwork, avoid mistakes. Errors in paperwork and the process may result in your request being dismissed should the tenant choose to oppose it. If this happens, you have to start the process again, which means that it will take longer to attain your desired outcome.

Steps to Handle Complaints

1. Put complaints and warnings in writing.
2. Get copies of the local noise, parking and garbage bylaws for tenant, neighbours and agents of the landlord. Local bylaws are set by municipal governments. To request copies of these bylaws, contact your local city councillor's office located at your city or town hall listed in the blue pages of your telephone book. Some municipalities post bylaws on their Web sites. Also check public libraries as some may retain local bylaws for the public to browse.
3. When appropriate, call the police.
4. Proceed with dispute resolution through legal channels.
5. Make sure to be meticulous and detail-oriented when taking legal action.

Resources for Landlords

Related CMHC Information

Understanding Private Rental Housing Investment in Canada

A recent study of the nature and extent of private rental housing investments in Canada.

Adapting Low-Rise Residential Buildings

A guide that helps landlords/property owners renovate buildings to create a barrier-free, three-storey walk-up apartment building. This guide was not designed to substitute for the National Building Code or local/municipal requirements.

Research Report: Aging Tenants in the Private Rental Market

This research study discovered how homeowners and landlords of private rental housing are addressing the changing needs of their aging tenants.

Cleaning Up your House After a Flood

This small booklet explains how to examine, decontaminate and clean up a house after a flood. This is a useful resource for people who find themselves in this situation.

Clean-Up Procedures for Mold in Houses

This small booklet explains the basics of mold and how to clean it up in beds and bedding, clothing, carpets, drapes, upholstered furniture, walls, ceilings, uncarpeted floors and other household items. This resource is quite useful for people who have allergies to molds or find themselves living in a moldy space.

Rental Repair and Renovation in Canada

These key findings of the 1996 Statistics Canada study, Rental Repair and Renovation Expenditure Survey, were commissioned by CMHC.

Understanding Private Rental Housing Investment in Canada

This highlights booklet provides fascinating tidbits of data, such as "Canada has about four million rental housing units, some 85 per cent owned by the private sector." The reader can also find a few interesting tips, with "broad-strokes" insights into private rental housing in Canada.

Books

Evictions: A Practical Guide to Residential Evictions in Ontario (2001)

Toronto: CCH Canadian. ISBN 1551411466. Ontario - This guide takes a how-to, step-by-step approach to evictions. Complete with forms, this guide is current, making it extremely useful for Ontario landlords.

How to plan, finance and carry out capital expenditures (1989)

The Fair Rental Policy Organization of Ontario. CMIC#HD7288.85.C320452. Ontario. - This booklet explains how landlords can finance capital expenditures in their rental units from an accounting/bookkeeping point of view.

Landlording: a handy manual for scrupulous landlords and landladies who do it themselves, 9th ed. (2001)

El Cerrito, Calif.: Express. ISBN 0932956254 (pbk). United States - This US publication has received rave reviews from readers, with the Chicago Tribune calling it "...the best property management book in the field." As U.S. landlord-tenant law varies from Canadian, landlords will

find most useful the areas of the book that deal with practical matters as opposed to strictly legal issues.

Glossary

A

advocacy agency: serving both landlords and tenants, these agencies represent the concerns of renters and property owners to governments and serve as places to go for help or mediators in the case of disputes.

amenities: conveniences such as stores, malls, transit, parking, restaurants, theaters, service outlets, needed from day to day.

arrears: as a noun, an unpaid, overdue debt or an unfulfilled obligation. As a verb, the state of being behind in fulfilling obligations.

assign: to transfer the tenant responsible for a rental unit, which will occur when one tenant leaves before a lease expires and the lease is assumed by the incoming tenant. See sublet.

arbitrator: a person chosen to settle the issue between parties engaged in a dispute.

B

Beacon score: a credit rating, also referred to as a credit score, used by banks and other lenders, indicating a person's credit worthiness (poor, fair, good, excellent, etc.) in comparison to others.

breach: a violation of a law, contract or obligation.

C

coerce: to compel or force someone to act or think in a certain way by the use of intimidation, threats or pressure.

credit bureau: an agency that maintains individual credit files on consumers. There are three credit bureaus in Canada.

credit check: a process where a person has his or her credit history reviewed before credit is extended.

credit file: a detailed history of money you have borrowed, credit you have used and whether you make bill and debt repayments on time. A credit file may list employment history and present/past residences.

credit rating: a numerical score calculated using the information in your credit file. The credit rating is often used to determine an individual's credit worthiness and is sometimes referred to as a credit score.

D

damage deposit: see deposit.

deposit: depending on your area, a deposit may be referred to as a damage, security or rent deposit. In any case, it is money given to the landlord at the start of the rental agreement and returned to the tenant at the end of the tenancy provided all the conditions of the lease have been met. A deposit is not allowed to be collected in Quebec.

E

Empirica score: a credit rating, also referred to as a credit score, used by banks and other lenders, indicating a person's credit worthiness (poor, fair, good, excellent, etc.) in comparison to others.

eviction: to put out or force out a tenant using the proper legal process. This process is different for each province and territory (see the Provincial and Territorial Fact Sheets for information related to a specific province or territory).

F

FICO® score: a credit rating, also referred to as a credit score, provided directly by Equifax to individuals. The rating provided is a three-digit number indicating a person's credit worthiness (poor, fair, good, excellent, etc.) in comparison to others.

freehold: ownership of land or ownership of land and a building or house.

G

guarantor: someone who guarantees to pay the debt of an individual should that person find himself/herself unable to pay his/her own debt.

guarantor's letter: the legal document indicating the guarantor's agreement to assume the debt of another person.

H

high-rise: a multi-unit residential building that is six or more storeys high.

Human Rights Code: laws defining the rights of Canadian citizens. In addition to the federal code, each province and territory has its own code. The various Codes are most commonly known for protecting citizen from discrimination based on race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, marital status, family status, handicap or the being in the receipt of public assistance.

I

infringe: to violate, transgress or exceed the limits. When renting in Canada either party, the landlord or tenant are infringing on the rights of the other party if they violate the party's legal rights, human rights or an agreement between the parties.

Internet e-mail lists: an online community where people sign up to a single user list, such as list@server.com, through which subscribed members communicate with one another via e-mail. On an e-mail list messages are sent to the main list address, for example, list@server.com, which then relays messages to all the subscriber's e-mail addresses.

J

judgement: the official decision of a court action or suit. When money or debts are owed, this information may be listed on a credit rating.

jurisdiction: the area or limits an authority has to make laws and enforce them. In the Guide this term is often used to denote the province or territory where a rental property is located.

K

key money: this phrase can have one of two meanings. In some areas it refers to money requested to get your name on a waiting list for an apartment. In other situations, often buildings with sophisticated security systems, it may refer to money requested to cut new keys. It can also be called "keyhole money."

L

landlord: a person who rents or leases a premises he/she owns to another party. Landlords of residential premises typically own an apartment building, condominium, townhouse or house.

lease: as a noun, a contract or agreement between a landlord and a tenant. As a verb, to rent a premises (apartment, house, etc.) for a specific period of time.

legally binding: a legal agreement enforceable by an authority.

legislation: enacted law or group of laws.

liable: legally obligated or responsible.

M

month-to-month: refers to a periodic tenancy that is not bound to a specific lease period, such as a year, but renews each month. Notice periods to end this type of tenancy vary amongst the provinces and territories.

N

normal wear and tear: damage to an apartment or house resulting from normal use by the tenants. The landlord is responsible for normal wear and tear repairs.

notice: specific legal meaning varies for different provinces and territories. In general, it refers to a notification, in writing, given by one party (landlord or tenant) to the other. Check your local legislation.

NSF cheque: often called a bounced cheque, when the bank does not transfer funds from the cheque issuer to the recipient because there are insufficient funds to cover the amount of the cheque. NSF stands for "not sufficient funds."

notice to move: see notice

P

party: in legal terms, persons named in a contract or agreement.

periodic tenancy: a tenancy that is not bound to a lease with a fixed period, but follows another period such as a month-to-month tenancy or a week-to-week tenancy.

post-dated cheque: a cheque made out with the date after the current date. The cheque cannot be cashed until on or after the date on the cheque. Many landlords and tenants find this to be a convenient way to collect and pay rent, provided they adhere to provincial requirements regarding the use of post-dated cheques.

premises: land and the buildings on it, or a building or part of a building. In the Guide this term is often used as a broad term covering the various types of rental premises, from farms and houses to single condominium and apartment units.

property: can refer to a section of land, or to designate ownership.

R

renew: to enter into a new lease term for a rental property after the existing lease term has expired. Automatic renewal of leases without a new written agreement is common. Check the Provincial and Territorial Fact Sheets for exact terms relating to lease renewals.

rent: as a verb, to obtain occupancy or use of another's property in return for regular payments. Or, as a noun, payment made by a tenant at specified intervals in return for the right to occupy or use the property of another.

rent bank: community-based organizations providing assistance to individuals and families who cannot afford to pay the rent. The type and range of assistance varies from organization to organization.

rent control: regulations defining how a landlord can increase the rent and restricting a landlord's ability to increase the rent.

rent geared-to-income (RGI): common in subsidized housing, where the amount of rent to be paid by the tenant(s) is based on the amount of income earned by the tenant(s), often as a percentage of the tenant's income.

rental: refers to any rented property.

rental accommodations: residential rooms or buildings available for rent.

rental authority: the legal authority overseeing landlord-tenant issues in a province or territory. In some areas the courts are the rental authority, while in other areas a Rent Tribunal is the authority.

rental agreement: a legally binding agreement to rent a premises, either written or oral, between a landlord and tenant.

rental application: filled out by a prospective tenant and often including an authorization to conduct a credit check, a landlord uses the application to determine the suitability of renting a unit to the individual. Questions on the rental application cannot violate the applicant's rights.

rental property: referring to lands and/or buildings and/or units and/or rooms available for or being rented.

roommate: someone who lives in a rental property with other tenant(s), sharing rent, the cost of utilities and other expenses according to mutually agreed-upon terms.

S

security deposit: see deposit.

seize: to take possession of by legal process.

settlement services: agencies and organizations who assist immigrants, helping these individuals to establish themselves in their new location.

sublet: to rent property you lease to another person while still maintaining your responsibility to your landlord under your rental agreement. You are responsible for the actions of your sublessee. This is not the same as assigning, where you transfer the responsibility of your agreement to the new tenant. See **assign**.

sublessee: one who sublets from a current tenant.

T

tenant: a person who leases or rents a premises from a landlord. The premises rented is often an apartment, room or house.

tenant insurance: additional insurance purchased by the tenant to protect personal property contained in a rental unit from loss due to fire, theft, water damage and other circumstances. Specific terms of coverage are determined by the policy purchased from the insurer.

tenancy: the occupation of lands, buildings, or other property by title, under a lease, or on payment of rent and can also refer to the duration of the occupation.

tenure: the act, fact, or condition of holding something in one's possession, such as real estate.

term: length of a lease or rental agreement, or, an item or requirement in a lease or rental agreement.

U

utilities: services such as heat, water and electricity that may or may not be included in the amount of rent paid. Cable and telephone services are usually not included.

unit: the premises rented under one tenancy agreement, usually an apartment within a complex with a group of units (apartment buildings, condominiums, townhouse complexes, etc.).

W

week-to-week: refers to a periodic tenancy that is not bound to a specific lease period, such as a year, but renews each week. Notice periods to end this type of tenancy vary amongst the provinces and territories.

Sample Letters and Worksheets

The following worksheets and sample letters can help you from the beginning of a rental search to the end of your tenancy.

Worksheets

- Rental Search Worksheet
- Rental Unit Evaluation Worksheet
- Accommodation Comparison Worksheet
- Initial Inspection Worksheet Primer
- Initial Inspection Worksheet
- Planning Checklist: Three Weeks until Moving Day

Sample Letters

- Sample Letter # 1: Tenant's Notice to End the Tenancy
- Sample Letter # 2: Request for Repairs
- Sample Letter # 3: Second Request for Repairs
- Sample Letter # 4: Request for Reimbursement Due to Emergency Repairs
- Sample Letter # 5: Second Request for Reimbursement Due to Emergency Repairs
- Sample Letter # 6: Complaint Regarding Another Tenant
- Sample Letter # 7: Request to Paint or Otherwise Modify Unit at Tenant Expense

Applications

- Application to Rent
- Application to Sublet

Rental Search Worksheet

What are your rental priorities?

This worksheet will help determine where you want to live. Define what's most important **before** you begin to search.

Budget range you can afford: \$ _____ to \$ _____ per month.

Are you looking for a **furnished** or an **unfurnished** space?

Locations you are willing to move to:

Is parking required? Yes No If so, how many spaces do you need? _____

Desired accommodation: (apartment: high-rise or low-rise, house, townhouse) _____

Minimum # bedrooms: _____ Minimum # bathrooms: _____

Desirable and/or must-have features:

- | | | | |
|-------------------------------------|----------------------------------------------|----------------------------------------|---------------------------------------------|
| <input type="checkbox"/> fireplace | <input type="checkbox"/> cable/satellite TV | <input type="checkbox"/> permits pets | <input type="checkbox"/> laundry facilities |
| <input type="checkbox"/> garden | <input type="checkbox"/> high-speed Internet | <input type="checkbox"/> elevator | <input type="checkbox"/> permits children* |
| <input type="checkbox"/> balcony | <input type="checkbox"/> smoking allowed | <input type="checkbox"/> pool | |
| <input type="checkbox"/> deck/porch | | <input type="checkbox"/> exercise room | |
| | | <input type="checkbox"/> games room | |

*A landlord that prohibits children may be in violation of the Human Rights Code and/or the landlord tenant legislation in your province or territory.

Other requirements: (for example, wheelchair access or special security features)

Rental Unit Evaluation Worksheet

Address of rental:				Available as of:			
Name and telephone # of landlord/agent:				Basic monthly rent: \$			
Additional Costs			Estimate monthly costs for utilities (not included) and these other costs . . .				
Heat (gas/oil/electric?)	\$	Hydro	\$	Internet	\$		
Water heater/heater rental	\$	Water	\$	Garbage collection	\$		
Telephone	\$	Cable/Satellite TV	\$	Parking	\$		
General details		Good repair?		Any odours?			
Lease (yes/no)		Clean?		Needs painting?			
Security deposit (yes/no)		Pest-free?		Noise levels?			
Your living space checklist							
Furnished/unfurnished		Air conditioning		Laundry facility			
Hardwood floors/carpeting		Fireplace		Cable-ready			
Parking, # spaces		Security system		Multiple phone jacks			
Separate dining room		Multiple floors		Other:			
Yard/balcony/loft		Microwave					
Amount of natural light		Dishwasher					
Note restrictions on:		What works? What needs repair?					
Appliances allowed?		Taps		Stove			
Pets/type of pets allowed?		Toilet		Lights			
Parking?		Water pressure		Electrical outlets			
Smoking?		Fridge		Other appliances			
Safety							
Secure main entrance		Good window locks		Smoke alarm			
Solid front door		Safe parking		Fire extinguishers			
1-inch deadbolts		Good lighting in walk areas		Sprinkler system			
Peephole		Well-lit walk from transit		Carbon monoxide detector			
Security personnel, gated/video entrance		Do tall trees or bushes impede safety?		Clear view of the entrances and exits			
Coded visitor telephone		Neighbours nearby					
The Building							
Newer/older		Handicapped accessibility		Garbage disposal facility			
Quiet area		Recreational facilities		Business services			
Elevator(s)		Pool/Sauna/Gym		Doorman			
Play area for children		Tenant gardens		Guest suites available			
Adequate visitor parking		Party room available		Other?			
Your overall impression of the location:							

Accommodation Comparison Worksheet

	Location 1	Location 2	Location 3
Basic monthly rent			
Estimated monthly utilities			
Estimated additional monthly expenses			
Estimated total monthly costs			
Requirements and Restrictions			
Available as of:			
Lease? Anything unusual?			
Security deposit?			
Pets allowed?			
Smoking allowed?			
Other? (Seniors only? No pets, etc.)			
The Living Space			
Overall size			
No. of bedrooms, rooms			
Clean? Pest-free? Noisy?			
Available facilities			
Pros			
Cons			
Your Impression of ...			
The landlord			
The location			
The living space			
The building			
The community			
The overall safety			
Note any necessary repairs. (broken toilet, dripping tap, torn flooring)			

Initial Inspection Worksheet Primer

The initial inspection is critical and in some provinces/territories it is required by law. When the tenancy ends, an inspection worksheet that is signed by both parties will reduce potential disputes over damages or other changes to the rental unit. The landlord and tenant should complete the inspection together, with both parties signing the inspection worksheet when it is complete.

Tenant: if you have one at your disposal, bring a regular or video camera to document damaged areas. If you do not, consider purchasing a disposable camera to help you document the inspection.

Check each room carefully

Rental units vary widely; it is important to ensure that you have carefully checked each room. When doing the inspection, be sure to check the condition of all of the following elements that apply in each room:

Flooring	Light fixtures	Switches	Outside of building
Any furnishings	Paint	Mirrors	Other spaces, such as separate storage areas and outbuildings
Curtains	Electrical outlets	Electrical outlets	

Also, if applicable be sure to inspect the outside of the building along with any out buildings on the property, such as a garage, workshop, barn, etc.

In each room, watch for specific problems with:

Windows	Walls	Locks	Outside of building
Carpets	Doors	Electrical fixtures	Other: (list on worksheet)
Hardwood flooring	Ceilings	Switches and Sockets	

On the following worksheet you will find several blank spaces. These areas have been left blank intentionally to allow you to specify additional areas that were inspected.

Initial Inspection Worksheet

Address:

Overview of inspection (add additional spaces such as rooms, deck, storage, etc. in the blank spaces below)						
Rooms in rental:		Condition		Notes:		
Living room						
Dining room						
Kitchen						
Bathroom						
Bedroom 1						
Bedroom 2						
Detailed check						
Bathroom(s)				Kitchen area		
Faucets		Bath		Fridge		Cupboards
Toilet		Other:		Stove		Other:
Shower				Sink		
Sink				Countertop		
Other items inspected		Condition		Notes:		
Windows						
Carpets						
Hardwood flooring						
Other flooring						
Heating/AC						
Locks						
Details of existing damages found in rental unit:						

Signature of Landlord

Signature of Tenant(s)

Inspection Date

Planning Checklist: Three Weeks until Moving Day

More than 14 days before moving

- Get boxes and moving supplies.
- Take unwanted items to charity and/or dump.
- Dispose of household chemicals properly (old paint, caustic cleaners, etc.). Take these to the local Toxic Waste Centre.
- Arrange phone service at your new home.
- Set up mail-forward with Canada Post.
- Arrange the return of any cable TV equipment.

Complete necessary change of address forms:

- Drivers' license, Health cards, Insurance
- Employer, Doctor, Dentist
- Magazine subscriptions and other mailings
- Memberships, insurance
- Bank accounts, credit cards, and tax office (Canada Customs and Revenue Agency)

If necessary, do the following:

- Make travel arrangements and reservations.
- Arrange transfer of car insurance and license plates.
- Notify kids' schools, transfer records.
- Register at new school.
- Get copies of medical and dental records; if you have pets, get copies of veterinary records.

8 to 14 days before moving

- Return borrowed items.
- Retrieve loaned items
- Arrange for major appliances to be moved.
- Arrange connection of utilities at new place.
- Arrange disconnection of utilities at old place.
- Dispose of all flammable materials.

2 to 7 days before moving

- Determine what you can bring with you if travelling by car, plane, train or bus.
- Prepare "installed items" that you're bringing (TV antenna or shelves*).
- Pack a suitcase with the clothes and toiletries that you'll need the first day in your new home.
- Pack a special box with other essentials you'll need for the first few days and marks this box "Do Not Move".

The day before moving

- Take down curtains and curtain rods.
- Empty, defrost and clean refrigerator; clean the stove.
- Pack your personal belongings, except your alarm clock, necessary clothes, jewellery and bedding.

Moving day

- Keep paperwork accessible.
- Strip and dismantle beds.
- Final walk-through: check all closets and cabinets
- If using a moving company, walk about with supervisor and sign inventory forms.
- Collect all keys; keep them in a safe place.
- Clean premises that you are leaving, inspect with the landlord.
- If using a moving company, confirm the new address and delivery time with the driver.
- Know how to reach your new landlord or superintendent.

***Note:** Ensure your lease permits the items that you plan to install in a new place. Some leases may not permit the installation of shelving screwed into walls or TV antennas.

Be sure to give proper notice; see the Provincial Fact Sheets for information on the notice required.

Sample Letter No. 1: Tenant's Notice to End the Tenancy

Landlord's Name
Address
City, Province
Postal Code

Date

Dear **[landlord's name]**:

I hereby give notice to terminate my tenancy at **[Address of Rental Unit]**. You will find I am giving you **[number]** days notice, in accordance with my rental agreement.

The last day of my tenancy will be **[Date]**.

Thank you,

Tenant's printed name and signature
Address of unit, unit number, phone number
Date and year of initial occupancy

[Tenant should keep a copy of all correspondence.]

Sample Letter No. 2: Request for Repairs

Landlord's Name
Address
City, Province
Postal Code

Date

Dear **[landlord's name]**:

This letter is a request for repairs to the rental unit as a result of normal wear-and-tear or for repairs to appliances included with the rental unit.

Details of required repairs:

I would appreciate your arranging for these repairs to be made as soon as possible and your contacting me to inform me when they will be done.

Thank you,

Tenant's printed name and signature
Address of unit, unit number
Phone number

[Tenant should keep a copy of all correspondence.]

Sample Letter No. 3: Second Request for Repairs

Landlord's Name
Address
City, Province
Postal Code

Date

Dear **[landlord's name]**:

In reference to my previous request for repairs dated **[Date]**, this letter is to inform you that the repairs have not been made, as requested, nor has a date for their completion been set.

I would appreciate your arranging for these repairs to be made as soon as possible and your contacting me to inform me when they will be done.

Thank you,

Tenant's printed name and signature
Address of unit
Phone number

Attach copy of previous letter.

[Tenant should keep a copy of all correspondence.]

Sample Letter No. 4: Request for Reimbursement Due to Emergency Repairs

Landlord's Name
Address
City, Province
Postal Code

Date

Dear **[landlord's name]**:

After making reasonable attempts to contact you regarding the **Emergency Repairs Needed** in my unit and waiting a reasonable time, (specify time), for your response, I have made the repairs at my expense.

Attached is all the relevant paperwork for your review. I am requesting reimbursement for the repairs totaling \$**[Amount]**.

Thank you,

Tenant's printed name and signature
Address of unit
Phone

Attachments

[Tenant should keep a copy of all attachments.]

Sample Letter No. 5: Second Request for Reimbursement Due to Emergency Repairs

Landlord's Name
Address
City, Province
Postal Code

Date

Dear **[landlord's name]**:

This letter is in reference to my previous request dated **[Date]** for reimbursement for emergency repairs. I have yet to receive reimbursement nor has a date for reimbursement been set.

Once again, please find attached all the relevant paperwork for your review. I am requesting reimbursement for the repairs totaling **[\$Amount]**.

Thank you,

Tenant's printed name and signature
Address of unit
Phone number

[Attach: copy of previous letter and attachment.]

[Tenant should keep a copy of all correspondence.]

Sample Letter No. 6: Complaint Regarding Another Tenant

Landlord's Name
Address
City, Province
Postal Code

Date

Dear **[landlord's name]**:

This letter is to inform you of a complaint with the tenant living in **[Unit Address]**.

On **[Dates]**, I documented the following objectionable behavior being demonstrated by the tenant.

Details of Complaint.

I have made reasonable attempts to discuss my complaint with the specific tenant; _____
however, the objectionable behavior continues.

The actions of the tenant are in violation of the lease and I request your assistance in resolving the matter.

Thank you,

Tenant's printed name and signature
Address of unit

[Tenant should keep a copy of all correspondence.]

Sample Letter No. 7: Request to Paint or Otherwise Modify Unit at Tenant Expense

Landlord's Name
Address
City, Province
Postal Code

Date

Dear **[landlord's name]**:

This letter is a request for approval for me to paint and decorate my rental unit at my own expense. I am aware such actions are not permissible in the lease; however, I believe they will add value to the rental unit. Otherwise, I will restore the unit to its previous condition upon leaving, at my expense.

My specific plans for the unit are:

Detail modifications.

And I wish to begin work on **[Date]**, pending your approval. These modifications will not inconvenience other tenants, nor will they interfere with their enjoyment of the property.

Thank you,

Tenant's printed name and signature
Address of unit

[Tenant should keep a copy of all correspondence.]

Application to Rent

Property Management Company	Address of unit:		
Address			
Phone, Fax, Web site	City:	Province:	Postal Code:
	Rent:	Term of tenancy:	

Personal Information

Your name:		Co-applicants:	
Phone numbers:	(day)	(evening)	(cell)
Current address:			Time at this address:
Landlord's name			Landlord's phone:
Less than three years at this address? Please complete the past address information			
Past address:			Time at this address:
Landlord's name:			Landlord's phone:

Employment Information

Current employer:		Position:
Address:		Yearly salary:
Supervisor's name:		Phone:
Less than three years at this employer? Please complete the past employer information		
Past employer:		Position:
Address:		Yearly salary:
Supervisor's name:		Phone:

Banking Information

Banking institution #1		Phone:
Address:		
Banking institution #2		Phone:
Address:		

References: (please provide either business or personal references)

Name:		Phone:
Name:		Phone:

Credit check authorization:	I authorize the person or firm to whom this application is submitted to obtain credit reports or other information necessary in connection with the establishment and maintenance of a credit account.
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Signature	Date:
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Application to Sublet

Property Management Company	Address of unit:		
Address			
Phone, Fax, Web site	City:	Prov:	Postal Code:
	Rent:	Term of tenancy:	

Personal Information

Your name:		Co-applicants:	
Phone numbers:	(day)	(evening)	(cell)
Current address:			Time at this address:
Landlord's name			Landlord's phone:
Less than three years at this address? Please complete the past address information.			
Past address:			Time at this address:
Landlord's name:			Landlord's phone:

Employment Information

Current employer:		Position:
Address:		Yearly salary:
Supervisor's name:		Phone:
Less than three years at this employer? Please complete the past employer information.		
Past employer:		Position:
Address:		Yearly salary:
Supervisor's name:		Phone:

Banking Information

Banking institution #1		Phone:
Address:		
Banking institution #2		Phone:
Address:		

References: (please provide either business or personal references)

Name:		Phone:
Name:		Phone:

Credit check authorization:	I authorize the person or firm to whom this application is submitted to obtain credit reports or other information necessary in connection with the establishment and maintenance of a credit account.
-----------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Signature	Date:
-----------	-------

Provincial and Territorial Fact Sheets

These fact sheets were developed in collaboration with the provincial and territorial authorities responsible for landlord-tenant affairs in each respective province or territory.



Many terms may relate to legal rights and obligations that are subject to change from time to time. Exact interpretation of terminology, acts and related regulations depends on the laws and legal procedures within that province. These fact sheets are for information purposes only and do not constitute legal advice. Should you require further information about renting in your province or territory, including specific details about legal orders, notices and applicable forms, contact your rental authority or consult with a lawyer.

- Renting in Alberta
- Renting in British Columbia
- Renting in Manitoba
- Renting in New Brunswick
- Renting in Newfoundland and Labrador
- Renting in Northwest Territories
- Renting in Nova Scotia
- Renting in Nunavut
- Renting in Ontario
- Renting in Prince Edward Island
- Renting in Quebec
- Renting in Saskatchewan
- Renting in Yukon
- National (Canada-wide) Renting Information

Renting in Alberta

Governing or Regulatory Body

Alberta Government Services, Registries and Consumer Services

Name of Act / Regulations

- *Residential Tenancies Act* (RTA)
- Residential Tenancies Ministerial Regulation
- Residential Tenancies Exemption Regulation,
- Security Deposit Interest Rate Regulation
- Subsidized Public Housing Regulation
- *Mobile Home Sites Tenancies Act* (MHSTA)
- Mobile Home Sites Tenancies Ministerial Regulation
- Security Deposit Interest Rate Regulation

Types of Housing/Living Arrangements Covered by the Provincial Legislation

Residential premises and tenancies of mobile home sites. (A mobile home site is covered under the *Mobile Home Sites Tenancies Act*, not the *Residential Tenancies Act*).

Exclusions: premises occupied for business purposes with living accommodation attached and rented under a single agreement; rooms in the living quarters of the landlord, if the landlord actually resides in those quarters; a hotel, motel, motor hotel, resort, lodge or tourist camp; a cottage or cabin located in a campground, or a trailer park, tourist home, bed and breakfast establishment or farm vacation home, if a person resides there for less than six consecutive months; a tenancy agreement between an educational institution as landlord and a student of that institution as tenant if the tenant does not have exclusive possession of a self-contained dwelling unit; a nursing home as defined in the *Nursing Homes Act*; a senior citizens lodge that is operated by the Government of Alberta; a social care facility licensed under the *Social Care Facilities Licensing Act*; a correctional institution; or any other prescribed premises.

Types of Rental Periods

The lease can be a periodic lease where the rental period can relate to a calendar week, month, or year; a fixed-term lease, or a hybrid lease combining a fixed term then a periodic term.

Is a signed lease required?

No. If the tenant gives a signed agreement to a landlord, the landlord must return the agreement signed by the landlord within 21 days and the tenant can withhold payment of rent until received.

Is a signed move in/move out checklist required?

Yes.

Deposits

A maximum of one month's rent is allowable. The landlord must deposit all security deposits in an interest-bearing trust account in a bank, treasury branch, credit union or trust company in Alberta within two business days of collecting them. Interest must be paid to the tenant annually at the end of each tenancy year, or it may be compounded annually and paid to the tenant at the end of

the tenancy if both the landlord and tenant agree in writing. The landlord cannot increase the security deposit during the tenancy.

The landlord must return the security deposit within 10 days of the tenant moving out. The interest rate payable to the departing tenant is regulated at 3 per cent below the November 1 rate for Cashable one-year guaranteed investment certificates held or offered by ATB Financial (formerly know as Alberta Treasury Branches).

Key Money

If key money is refundable, it is considered part of the security deposit that cannot exceed one month's rent.

Post-dated Cheques

Landlords may request post-dated cheques.

Renewal of a Lease Term

If a lease is for a fixed term of one year, the term may be changed to month-to-month after one year's term is complete. The majority of leases are periodic monthly leases that continue until ended by notice from either party.

Terminating a Lease: Notice and Timing

No notice is required to end a fixed-term lease; a lease for a fixed term ends automatically at the end of the term.

All notices must be in writing. A Landlord must give the following notices for these types of tenancies:

- **Weekly:** one week
- **Monthly:** three months.

The tenant must give one month's notice prior to the end of their monthly lease. All notices must be in writing.

For mobile home sites landlords must give the following notices:

- monthly tenancies: six months
- for a change in land use, such as a site sold as condominium or cooperative: 365 full days.

The tenant must give two month's notice.

Assignments and Sublets

Landlords must respond to a tenant in writing and give permission within 14 days of tenant's request to sublet or assign their premises. Landlords cannot refuse a sublet or assignment without reasonable grounds.

Rent Increases: Notice and Timing

There are no rent controls in Alberta. For these types of tenancies the landlord must give the following notices before increasing the rent:

- **weekly:** 26 full weeks
- **monthly:** six full months
- **any other periodic tenancy:** 180 days

For mobile home sites, 180 days notice must be given by the landlord to raise the rent.

Late Rent Payments

Rent is considered late the day after it is due. Tenants are obliged to pay the rent as specified in the lease and may be subject to penalties for late rent payments, as specified in the lease.

Evictions

There are several reasons why a tenant may be evicted and the required notice period the landlord must give depends on the grounds for eviction. These reasons include:

- **Significant damage or physical assault or threats to physical assault:** 24-hour written notice, signed by landlord or agent, giving reason for eviction and time and date that the tenancy ends.
- **Substantial breach:** the landlord can either give 14-day written notice, signed by the landlord or agent, giving reason for eviction and date the tenancy ends or the landlord can apply to the Alberta Provincial Court to end the tenancy.

Fine Points

Permitting Landlord Entry to the Premises (Times and Reasons)

Landlords are not required to give any notice in the cases of emergency or abandonment or if a tenant consents to entry. Otherwise, 24-hour written notice is required to make repairs, inspect repairs or show the property to prospective buyers or renters.

May the tenant withhold rent for repairs?

No

Changing Locks

Changing locks requires the mutual consent of the landlord and the tenant. However, a landlord can change locks if a key is immediately made available to the other party.

Pets and Smoking

May a landlord refuse to rent to a tenant who smokes or has pets?

Yes, a landlord may refuse to rent to a tenant who smokes or has pets. If smoking and pets are allowed in the tenancy agreement then they are permitted in the rental unit.

If a no pets and no smoking clause is written into a lease and the landlord discovers that the tenant has a pet and/or smokes in the rental unit, is this grounds for the landlord to evict the tenant?

Alberta's Residential Tenancies Act (RTA) outlines prescribed reasons for terminations and pets/smoking are not included. Nevertheless, no pet/no smoking policies can be enforceable if spelled out in a lease and agreed upon in writing by both parties. If a tenant breaches the rental agreement by having a pet or smoking in the rental premises, these breaches would be dealt with under contract law by Alberta courts and may lead to an eviction.

Contact Information

For more information about renting in Alberta contact:

Alberta Government Services

3rd Floor, 10155 - 102 Street
Edmonton, AB
T5J 4L4

<http://www3.gov.ab.ca/gs/information/landlord/>

See Web site for area Landlord and Tenant Advisory Board locations.

For general information about renting in Alberta contact the Consumer Call Centre:

1 877 427-4088 (within Alberta)

1 780 427-4088 (outside of the province)

Related Links

Residential Tenancies Act and Regulations

http://www3.gov.ab.ca/gs/depts/acts_regs.cfm#Residential_Tenancies

(see main Alberta contact, above)

AB, Mobile Home Sites Tenancies Act

http://www3.gov.ab.ca/gs/depts/acts_regs.cfm#Mobile_Home

(see main Alberta contact, above)

Information for Landlords and Tenants

A PDF file with useful, Alberta-specific information.

<http://www3.gov.ab.ca/gs/pdf/tipsheets/RTATipsheet.pdf>

(see main Alberta contact, above)

Renting a Mobile Home Site

A PDF file with information on renting a mobile home site; renting mobile home sites in Alberta falls under a different Act, the *Mobile Home Sites Tenancies Act*.

(If the tenant is renting a mobile home from a landlord, the *Residential Tenancies Act applies*.)

<http://www3.gov.ab.ca/gs/pdf/tipsheets/mobilehome.pdf>

(see main Alberta contact, above)

Table of Yearly Interest Rates on Security Deposits

Use this page to look up or calculate the amount of interest owing on a security deposit based on the time period of the tenancy.

http://www3.gov.ab.ca/gs/information/landlord/interest_rates.cfm

(see main Alberta contact, above)

Voluntary Code of Practice

This is a government publication that explains in detail the minimum legislated requirements set out in the Residential Tenancy Act. It provides landlords and tenants with options to deal with matters not established as minimum requirements and makes residential tenancy resource material available in a user-friendly format

<http://www3.gov.ab.ca/gs/cfml/vcop/index.cfm>

Reference Guide to Landlord and Tenant Law in Alberta

This reference manual on landlord and tenant law in Alberta was developed for use by people with a significant level of knowledge about residential tenancies.

<http://www.acjnet.org/docs/landten/index.html>

Landlord and Tenant FAQs

Plain language answers to a variety of questions on landlord-tenant issues.

<http://www.law-faqs.org/ab/landten.htm>

Laws for Tenants in Alberta

A resource for tenants and landlords seeking advice on their legal responsibilities.

<http://www.landlordandtenant.org/>

Calgary

Community Mediation Calgary

A non-profit organization that offers free mediation services on a part time basis.

<http://www.mediation.ab.ca>

Edmonton

Edmonton Tenant and Landlord Advisory Board

Provides advice and information to landlords and tenants of residential property in Edmonton.

<http://www.edmonton.ca/>

Amisk Housing Association

Provides tenant counselling to Aboriginal families.

16678 114th Ave

Edmonton, AB

T5A 0A3

(780) 452-6651 Fax:(780) 452-1040

Handicapped Housing Society Of Alberta

Offers property management services, advocacy services and a housing registry.

2053 132 Parsons Rd, NW

Edmonton, AB

T6N 1L6

780-451-1114

Housing Registry, University Of Alberta

Provides housing assistance to University of Alberta students.

<http://rentingspaces.ca/search.htm?ref=2>

Fort McMurray**Landlord and Tenant Advisor**

Provides assistance for tenants who wish to learn their rights and responsibilities.

<http://www.woodbuffalo.ab.ca/landlord>

Red Deer**Landlord and Tenant Service**

Provides information to tenants regarding the Residential Tenancies Act.

<http://www.mycommunityinformation.com/lt>

Renting in British Columbia

Governing or Regulatory Body

Compliance and Regulatory Branch, Residential Tenancy Office, Ministry of Public Safety and Solicitor General

Name of Act / Regulations

- *Residential Tenancy Act*
- Residential Tenancy Regulation,
- *Manufactured Home Park Tenancy Act*
- Manufactured Home Park Tenancy Regulation

Types of Housing/Living Arrangements Covered by the Provincial Legislation

Residential premises including manufactured home parks and accommodations with exclusive possession by the tenants. Also includes licenses to occupy in certain circumstances.

Exclusions:

Housing rented by a non-profit housing co-op to a member of that co-op; housing owned or operated by an educational institution and made available for students and employees of that school; housing where the tenant shares bathroom and kitchen facilities with the owner; housing that is included with property used primarily for business and rented under a single agreement; housing intended for travel and vacation rental accommodations; housing provided for emergency shelter or transitional needs; housing rented under a tenancy agreement that has a term longer than 20 years; housing that falls under prescribed tenancy agreements, rental units, or residential property; housing that falls under the *Manufactured Home Park Tenancy Act*; housing that falls under the *Community Care Facility Act*, *Continuing Care Act*, *Hospital Act*, or *Mental Health Act*; housing that provides hospitality support services and personal care; certain seniors care facilities; housing provided during rehabilitative or therapeutic treatment.

Types of Rental Periods

In British Columbia most leases have a predetermined expiry date. The lease can be a fixed term lease or a periodic lease where the rental period can relate to a calendar week, month, or year. Most tenancies are month to month.

Is a signed lease/tenancy agreement required?

Yes. Lease and Tenancy agreements in writing are mandatory. A landlord is obligated to give the tenant a copy of the rental agreement within 21 days of signing.

Is a signed move in/move out checklist required?

Yes. As of January 1, 2004 it is mandatory for landlords and tenants to conduct ingoing and outgoing inspections and complete ingoing and outgoing Condition Inspection Reports. If the reports are not completed, the landlord or tenant run the risk of jeopardizing their security deposit.

Deposits

The maximum security deposit allowed is ½ month's rent. If tenants pay more than ½ month's rent, they can deduct this overpayment from any rent owing. However, if the landlord allows pets they can also ask for an additional ½ month's rent. This is called a "pet damage deposit". This

means that in this case the total combined deposits can be up to one month's rent. Landlords can also require deposits for keys, garage door openers, etc. in addition to the security and pet damage deposits.

A landlord can request the security deposit only at the time the tenancy agreement is entered into, but can request a pet damage deposit at any time during the tenancy if a pet is allowed. The interest rate on these deposits is based on 4.5 percentage points below prime on January 1st. Landlords have 15 days after the tenant moves out, or provides a forwarding address, to either return the deposit or get the tenant's written consent for deductions to the deposit (such as using the deposit to pay a portion of the last month's unpaid rent). If no consent is received, landlord must apply to an arbitrator to keep some or all of the security deposit within the 15 day time frame. A pet damage deposit can only be used for damage caused by a pet and not for any other cost the landlord incurs.

Key Money

Requiring key money is now legal.

Post-dated Cheques

Landlords may request post-dated cheques.

Renewal of Lease Term

A lease must specify an ending date with vacant possession (the date by which the tenant must vacate the premises). If no date is specified, the lease automatically converts to a month-to-month tenancy and all terms in the agreement remain the same.

Terminating a Lease: Notice and Timing

Prior to a lease expiring, it is the responsibility of landlord and tenant to either re-negotiate terms or terminate the lease. Tenants who give written notice to end a lease prior to the expiry date may be held accountable for all costs the landlord incurs in re-renting including lost rent. Landlords may end a tenancy only for specified reasons as set out in the legislation and cannot end a tenancy simply because a fixed term has expired unless the language of the lease specifies the tenant will vacate at the end of the term. When a fixed—term tenancy reverts to a month-to-month tenancy, the landlord cannot force a tenant to sign another lease or agree to another fixed term. When a lease is renewed, landlords and tenants may agree to the same or different terms.

Early termination can be ordered by an arbitrator where there are serious situations involving safety, cause or conduct. All other tenancies are ended: by the landlord on a Notice to End Tenancy form; on written notice by the tenant; or by written agreement between the parties.

A tenant must give one calendar month's notice in writing to the landlord the day before the rent is due. If the landlord wishes to end a tenancy, the province's prescribed Notice to End a Tenancy form must be used.

Landlords must allow tenants these notice periods depending on the reason for notice given:

- **10 days** for non-payment of rent
- **1 month** for cause or conduct
- **2 months** for landlord's use of property

Assignments and Sublets

Unless a landlord consents in writing, a tenant must not assign or sublet a tenancy agreement. If a fixed-term tenancy is longer than six months, or for a manufactured home site tenancy, a tenant may sublet or assign a lease. All information about the new tenant for the sublet or assignment must be in writing, and in the case of a manufactured home site tenancy, the request must be in the prescribed "Request For Consent To Assign a Manufactured Home Site Tenancy Agreement" form. The landlord must have a valid reason to withhold consent. The landlord has the right to approve the assignment or sublet, but cannot arbitrarily withhold consent.

Rent Increases: Notice and Timing

British Columbia now has rent control. Landlords must use the prescribed form "Notice of Rent Increase" and give the tenant three month's notice to increase rent. Tenants can not dispute the rent increase unless the increase is more than the allowable amount. In 2005, rent increases are capped at 3.8% for conventional tenancies and 1.8% for manufactured home park tenancies.

Late Rent Payments

Rent is considered late if not paid on or before the first day of the rental period. Landlords may request reasonable charges for late payment, based on what the lease or tenancy agreement states.

Evictions

There are several reasons why a landlord may evict a tenant and the rules that apply to them differ. They are:

- **Material breach** of a rental agreement is the reason used if the tenant is in breach of the agreement and has been given one written warning and a reasonable time to comply, or correct the breach. Breach of agreement requires one month's notice.
- **Non payment** of rent requires 10 days notice; five days to pay rent or vacate in 10 days. Tenants no longer have the ability to apply for arbitration for an extension of time to pay rent.
- **Cause or conduct** requires one month's notice; a tenant has 10 days to dispute.
- **Landlord's use of property** requires two month's notice with a 15-day dispute period. Landlords are required to pay the equivalent of one month's rent to the tenant on or before the effective date of the end of tenancy.

If disputed, the landlord has to prove through evidence that there is a valid reason to end the tenancy.

If a tenant does not dispute the Notice to End Tenancy, then it is deemed that the tenant has accepted the end of tenancy. If tenant does not move, the landlord may apply for an arbitrator's order of possession, which is enforced through the Supreme Court, by a bailiff. Judicial review of an arbitrator's decision is available through a petition to the Supreme Court on the basis of an error in law, or an error in procedural fairness. There are limited grounds for review by the original arbitrator.

Fine Points

Permitting Landlord Entry to the Premises (Times and Reasons)

Landlords must give a minimum 24-hour up to a maximum of 30 days written notice stating the time and purpose of entry, unless either the tenant consents or there is an emergency. Non-emergency entry is allowed between 8 a.m. and 9 p.m. If notice is not served in person, it must

be taped on the door or served in the mailbox and three days must pass before the landlord enters the premises. The Landlord may enter if an arbitrator issues an order to enter. The tenant may refuse entry if either no reason is given or it is unreasonable according to the arbitrator.

May the tenant withhold rent for repairs?

Withholding rent for repairs is not allowed unless the arbitrator gives an order to do so. Tenants can deduct the cost of emergency repairs from rent owing. The tenant can also recover the amount through arbitration if they tried on two occasions to notify the landlord within a reasonable period about the emergency and were unsuccessful. Also, the landlord may take over the completion of emergency repairs at any time.

Changing Locks

If a tenant can prove the landlord entered the premises illegally, it is possible to apply to the arbitrator for an order for a lock change. With this order, the landlord will not have a right to a key until the tenancy ends, and may enter the premises only in accordance with the arbitrator's order.

Pets and Smoking

May a landlord refuse to rent to a tenant who smokes or has pets?

Yes, a landlord may refuse to rent to a tenant who smokes or has pets. If smoking and pets are allowed in the tenancy agreement, or the agreement does not address these issues, then they are permitted in the rental unit.

If a no pets and no smoking clause is written into a lease and the landlord discovers that the tenant has a pet and/or smokes in the rental unit, is this grounds for the landlord to evict the tenant?

Terms stating "no smoking and no pets" in the tenancy agreement signed by the tenant are legally binding as long as they specify the type of pets that are restricted, for example "no pets such as dogs or cats".

If a landlord discovers that the tenant is in violation of the rental agreement either by acquiring a pet, or by smoking, a written warning (called a breach letter) must be issued. The letter must state that the tenant must comply with the rental agreement, or the tenant will face eviction if they either do not get rid of the pet within a reasonable period of time, or if they do not stop smoking in the rental unit.

The termination process cannot begin until the landlord has issued the breach letter.

Contact Information

For general information about renting in British Columbia contact:

Residential Tenancy Head Office

1019 Wharf Street

Victoria, BC

V8V 1X4

Toll-free information line for B.C. residents: 1 800 665-8779

<http://www.pssg.gov.bc.ca/rto>

See Web site for branch office locations.

Related Links

Residential Tenancy Act

http://www.qp.gov.bc.ca/statreg/stat/R/02078_01.htm

Available from Crown Publications Inc.

521 Fort Street Victoria, B.C., Canada, V8W 1E7

Telephone: (250) 386-4636 FAX: (250) 386-0221 E-Mail: crown@pinc.com

Residential Tenancy Office (RTO)

The RTO administers the *Residential Tenancy Act* (Act) throughout the province. This main page gives a basic overview of the RTO, with links to other valuable sections.

<http://www.pssg.gov.bc.ca/rto/>

See Residential Tenancy contact, above.

Publications and Reports

Links to various brief RTO publications

<http://www.pssg.gov.bc.ca/rto/site-map/index.htm>

Forms and Applications

A collection of online forms (PDF files) for both residential rental units and Manufactured Home Park tenancies

<http://www.pssg.gov.bc.ca/rto/publications/forms/index.htm>

Security Deposit Interest Rates and Calculator

A downloadable program (PC compatible) designed to help landlords and tenants calculate security deposit interest

<http://www.pssg.gov.bc.ca/rto/deposit-interest/index.htm>

Arbitrators' Decisions

The government is currently weighing the possibility of publishing Arbitrator decisions online. General information about Arbitrators and their decisions is provided.

<http://www.pssg.gov.bc.ca/rto/publications/factsheets/RTO-100.pdf>

Sample Tenancy Agreements

These sample tenancy agreements should prove extremely useful, especially for landlords.

<http://www.pssg.gov.bc.ca/rto/publications/forms/index.htm#start>

A Guide for Landlords and Tenants in British Columbia

This online guide is very detailed and useful.

<http://www.pssg.gov.bc.ca/rto/publications/guides/RTAGuidebook.pdf>

The Residential Tenancy Policy Guidelines

These guidelines clarify the responsibilities of landlords and tenants under the *Residential Tenancy Act* and cover issues such as: the maintenance, cleaning and repair of residential premises; the obligations of landlords and tenants with respect to services and facilities; the right to quiet enjoyment of the premises; and damage claims. It offers very useful clarifications.

<http://www.pssg.gov.bc.ca/rto/policies/index.htm>

BC Housing.org

The Web site of BC Housing, a crown agency that delivers the provincial government's social housing programs (commonly known as affordable housing programs).

<http://www.bchousing.org>

Suite 601 - 4555 Kingsway, Burnaby, BC V5H 4V8

Telephone: (604) 433-1711 Fax: (604) 439-4722 Program and Information Line: 1 800 257-7756

BC Non-Profit Housing Association

This non-profit's mission is to provide "... leadership and support to members in creating and supporting a high standard of affordable housing throughout British Columbia." The Web site provides information on the organization and its services.

<http://www.bcnpha.bc.ca>

BCNPHA Office: #303-3680 E. Hastings St., Vancouver, BC V5K 2A9

Phone: (604) 291-2600 Fax: (604) 291-2636 Toll Free: 1 800 494-8859

Tenant's Rights Action Coalition

A coalition of groups working on behalf of BC's tenants. They promote the handbook, *Tenant Survival Guide*.

<http://www.tenants.bc.ca>

2681 East Hastings Street, Vancouver B.C. V5K 1Z5

Tenant Hotline: Vancouver area: (604) 255-0546 Outside Vancouver area: 1 800 665-1185

Phone (604) 255-3099 Administration line only (for legal information, call the Tenant Hotline)

Fax (604) 255-0772

Tenant Survival Guide

The Web site of the Tenants Rights Action Coalition. This site provides information about the organization and fact sheets. It also includes an online version of *Tenant Survival Guide*, a popular print publication.

<http://www.tenants.bc.ca/tsg1/index.html>

Kelowna Regional Housing Resource Centre

The Web site of this not-for-profit Housing Resource Centre, located in Kelowna.

<http://www.bchousing.net/index.html>

Physical Address: 526C Bernard Ave., Kelowna

Mailing Address: 2540 Sexsmith Rd., Kelowna, BC V1V 2G6

Phone: (250) 717-8725 Fax: (250) 717-8729

Co-operative Housing Federation of BC (CHF BC)

The Web site of CHF BC, a co-operative association whose members are housing co-ops and related organizations in British Columbia.

<http://www.chf.bc.ca>

Co-operative Housing Federation of BC

200 – 5550 Fraser Street, Vancouver, BC V5W 2Z4

Phone: (604) 879-5111 Toll-free (in B.C.): 1 866 879-5111 Fax: (604) 879-4611

BC Public Interest Advocacy Centre

A non-profit, public interest law office that provides "... representation to groups that would not otherwise have the resources to effectively assert their interests."

<http://www.bcpiac.com>

815-815 W Hastings St, Vancouver, BC V6C 1B4

Phone: (604) 687-3063 Fax: (604) 682-7896

Information for Seniors

A section of the Residential Tenancy Office dedicated to seniors, with information on elements like shelter, homeowner grants and subsidized housing.

<http://www.healthservices.gov.bc.ca/seniors/index.html>

The Ministry of Health Planning's mailing address is:

1515 Blanshard St, Victoria, BC V8W 3C8

Telephone: (250) 952-3456

B.C. Apartment Owners and Managers Association (BCAOMA)

Promotes the interests and rights of apartment owners.

<http://www.bcapartmentowners.com>

E-mail: questions@bcaoma.com

#203 - 1847 West Broadway, Vancouver, BC V6J 1Y6

Tel: (604) 733-9440 Fax: (604) 733-9420 Toll Free B.C.: 1 877 700-9440

Rental Owners and Managers Association of BC (ROMA BC)

Provides services, products and representation to over 750 rental owners, who manage nearly 20,000 residential rental units throughout British Columbia.

<http://www.suites-bc.com>

E-mail: info@suites-bc.com

830 B Pembroke St, Victoria, BC V8T 1H9

Phone: (250) 382-6324 Fax: (250) 382-6006

Downtown Eastside Resident's Association (D.E.R.A.)

Works to provide a number of services to residents in the area including housing, community and recreational facilities, parkspace, and community-based neighbourhood planning.

<http://www.dera.bc.ca>

Renting in Manitoba

Governing or Regulatory Body

Residential Tenancies Branch, Consumer and Corporate Affairs Division, Finance

Name of ACT / Regulations

- *Residential Tenancies Act*
- Residential Tenancies Regulation
- Residential Rent Regulation
- Residential Tenancies Interest Regulation

Types of Housing/Living Arrangements Covered by the Provincial Legislation

Permanent residential premises.

Exclusions: hotels occupied on a transient basis; seasonal homes; co-ops; jails; temporary shelter; universities and colleges; religious groups accommodation; adjoined staff accommodation in an agricultural venture.

Types of Rental Periods

The lease can be a periodic lease where the rental period does not have to relate to a calendar week, month, or year, a month-to-month lease, or a fixed-term lease.

Is a signed lease required?

No. If the agreement is in writing, both the tenant and landlord must sign it and the landlord must give the tenant a copy of the agreement within 21 days after the tenant has signed it. Tenants who haven't received a copy of their lease may contact the Residential Tenancies Branch to ensure that they are covered by the legislation.

Is a signed move in/move out checklist required?

Yes, if requested by either the landlord or tenant. The Residential Tenancies Branch has a Rental Unit Condition Report available, or another checklist may be used.

Deposits

Half of first month's rent may be collected. The security deposit is held by the landlord. If the landlord has no claims to use the funds, the deposit must be returned to the tenant within 14 days of the end of the tenancy. If a claim is made, the landlord can hold the deposit and is required to notify the tenant of the claim within 28 days. Interest is payable upon moving out; the government sets the interest rate to be paid.

Key Money

Requiring key money is illegal.

Post-dated Cheques

Landlords may request post-dated cheques, but tenants are not obliged to comply.

Renewal of Lease Term

If the tenancy is for a fixed-term, the landlord has to give the tenant a renewal agreement three months before the first term ends. If the landlord doesn't offer a renewal and the tenant stays in the unit, the agreement automatically renews for another fixed term of the same length. This can only happen once. If the landlord fails to offer a renewal before the end of the 2nd term, it then becomes a month-to-month tenancy.

Terminating a Lease: Notice and Timing

Prior to a lease terminating, it is the responsibility of landlord and tenant to either re-negotiate terms or terminate the lease. Tenants may not give notice during a fixed-term lease, rather at the end of the fixed term. Landlords may only terminate a tenancy for specified reasons as set out in the legislation and cannot terminate simply because a fixed term has expired.

When a fixed-term tenancy goes to a month-to-month term, the landlord cannot force a tenant to sign another lease or agree to another fixed term. When a lease is renewed, unless otherwise agreed, other than the new term of the lease, all other conditions of the lease remain the same.

The amount of notice needed to end a tenancy agreement depends on whether the agreement is periodic, week-to-week, month-to-month, or fixed term (usually one year). Periodic tenancies require notice of one full rental payment period. Tenants on fixed-term agreements are normally required to assign their agreement to another tenant if they want to move before the end of the agreement.

Unless a landlord has reason to end a tenancy agreement, the landlord must give a tenant a new tenancy agreement at least three months before the expiry date of the current tenancy agreement.

The terms of the new tenancy agreement may change by mutual consent. Any changes should be written in the new agreement. A tenant must return the signed renewal agreement to the landlord at least two months before the current agreement ends. Otherwise, the tenancy ends on the date that the current tenancy agreement ends.

Assignments and Sublets

A tenant must get the landlord's written approval to assign or sublet a tenancy agreement. Landlords must have good reason to reject an assignment or sublet. A landlord may charge the original tenant a one-time administrative fee of up to \$40 for assignment or sublet to offset the landlord's costs to process the paperwork and to change their records.

Rent Increases: Notice and Timing

Rent increase guidelines are set each year by the province to take effect January 1st. Landlords must follow these guidelines or apply to the Residential Tenancies Branch if they can show that the increase will not cover their operating costs and they want to increase the rent beyond the allowable guidelines. A tenant may object to any rent increase and send their objection to the Residential Tenancies Branch at least two months before the effective date of the increase. Landlords must give tenants proper, written notice at least three months before the increase is to

take effect. The Branch provides notice forms. As of August 1, 2004, there is a fee for applying for an above guideline rent increase. The fee is \$150.00 if there are 3 or less units in a complex and \$500.00 for complexes with 4 or more units. Rents can be increased only once every 12 months.

Late Rent Payments

Rent is late on the 4th day after the due date. For example, if the rent is due on the 1st, the grace period is the three days following the due date (*the 2nd, 3rd and 4th*). In this example, this means rent is late on the 5th and the landlord can give notice on that day. "After the due date" means the due date is not included in the calculation.

Landlords may charge \$5 for the first day late and \$1 per day for each day thereafter to a maximum of \$65.

Evictions

Landlords must apply to The Residential Tenancies Branch to evict a tenant, and to apply they must pay \$60. Then a hearing is held and evidence provided including the *Termination Notice*. If an *Order of Possession* is granted, the order is enforceable in the Sheriff's office for eviction. If the tenant disagrees with the hearing outcome, the tenant may appeal to the Residential Tenancies Commission, then a new hearing will be set.

The waiting period for a hearing is usually two to three weeks and decisions are made within two days of the hearing. The appeal period is seven days. A landlord might have to wait two or three days for the Sheriff to enforce the Order of Possession

Fine Points

Permitting Landlord Entry to the Premises (Times and Reasons)

Landlords must provide between 24 hours and two weeks written notice prior to entering the premises. The Residential Tenancies Branch views entry hours between 9 a.m. and 8 p.m. as reasonable although specific times are not written in the legislation. Once a *Notice to Quit* is given, landlords may enter without notice to show the unit to new renters.

May the tenant withhold rent for repairs?

No. A tenant should give the landlord a written list of the repairs needed and a reasonable period of time to do the work. If the landlord doesn't do the repairs, the tenant can contact the Branch for help. The Branch may order the landlord to do the repairs. If the landlord doesn't comply, the Branch may then collect rent and hire a contractor to do the work.

Changing locks

Not allowed.

Pets and Smoking

May a landlord refuse to rent to a tenant who smokes or has pets?

Regarding Pets: Yes, a landlord may refuse to rent to new tenants if they have a pet. In cases where new management takes over a building and wants to impose a no pets rule, existing tenants who have pets would be allowed to keep those pets but not replace them.

If a no pets clause is written into a lease and the landlord discovers that the tenant has a pet in the rental unit, is this grounds for the landlord to evict the tenant?

Yes, but the landlord must first give the tenant a written warning to get rid of the pet. If the tenant doesn't remove the pet, then the landlord can give notice for breach of the tenancy agreement. If a pet is causing damage or disturbing other tenants, the landlord may also give the tenant a warning and then a notice to move.

Regarding Smoking: Landlords can restrict smoking in common areas, like hallways, elevators, laundry rooms and recreation facilities. If a tenant smoked in those areas, the landlord could give a warning and then notice for breach of a reasonable rule.

If a landlord has a rule that tenants can't smoke in their units and a tenant breaches that rule, the landlord could give a warning and then a notice of termination. However, the tenant could challenge the landlord's notice and ask the provincial authority to determine if the landlord's rule is reasonable.

Contact Information

For general information about renting in Manitoba contact:

Manitoba Consumer and Corporate Affairs

Residential Tenancies Branch
302-254 Edmonton Street, Winnipeg, MB R3C 3Y4
Toll-free: 1 800 782-8403 (within Manitoba)
Telephone: (204) 945-2476 Fax: (204) 945-6273
www.residentialtenancies.mb.ca

Province of Manitoba:

Tel: (204) 945-3744 Fax: 204-945-4261
Toll Free in Manitoba: 1 866 MANITOBA (1 866 626-4862)
Telecommunications Device for the Deaf: (204) 945-4796

Related Links

The Residential Tenancies Act

<http://web2.gov.mb.ca/laws/statutes/ccsm/r119e.php>
(See residential tenancy contact, above.)

Residential Tenancies Branch

The main page provides a basic overview of the branch, their contact information and the services they provide.

<http://www.gov.mb.ca/cca/rtb/>
(See residential tenancy contact, above.)

FAQs

This FAQ page answers a handful of the most common questions, but is not nearly as in-depth as FAQs found on many other provincial sites.

<http://www.gov.mb.ca/cca/rtb/faqs.html>

Residential Tenancies Guidebook

This extensive guide is an excellent resource. Unfortunately, the layperson may find it difficult to pull the information they need out of the formal structure that was used; the information comes across in a very technical manner.

<http://www.gov.mb.ca/cca/rtb/gbook/toc.html>

Forms

Word Perfect and PDF versions of four commonly used forms.

<http://www.gov.mb.ca/cca/rtb/download.html>

Security Deposit Interest Calculation

This online tool lets users input the original deposit date, the deposit return date and the deposit amount to calculate the interest owing.

<http://www.gov.mb.ca/cgi-bin/cca/interest.pl>

Life Lease Rental Housing

A life lease is "... a form of rental housing which is usually aimed at tenants who are 55+." This section provides information about life leases and the *Life Lease Act*.

<http://www.gov.mb.ca/cca/rtb/lifelease/index.html>

Rent Status Reports

Downloadable forms (Word document and PDF formats are available) that can be submitted to find out if there have been any rent increase discrepancies.

<http://www.gov.mb.ca/cca/rtb/rsr.html>

Orders System

Information on this subscription-based system that lists final Orders of various types issued from 1998 onward, which were issued to both landlords and tenants by the Residential Tenancies Branch and Commission.

<http://www.gov.mb.ca/cca/rtb/rtos/index.html>

Consumer Guide: Housing

This is a single page with general information on housing.

<http://www.consumermanitoba.ca/guide/housing.html>

Consumer Association of Canada, Manitoba Branch

21-222 Osborne Street South, Winnipeg, MB R3L 1Z3

Phone: 1 888 596-0900 (Manitoba only) Phone: (204) 452-2572 Fax (204) 284-1876

Resource Assistance for Youth: Housing

Offers housing assistance to youth.

<http://www.rayinc.ca/housing.html>

Renting in New Brunswick

Governing or Regulatory Body

The Office of the Rentalsman

Name of ACT / Regulations

The Residential Tenancies Act

Types of Housing/Living Arrangements Covered by the Provincial Legislation

All residential rental properties. Includes lots in mobile home parks.

Exclusions: co-op housing, public housing, rooming houses, boarding houses and vacation homes.

Types of Leases

Leases can be week-to-week, month-to-month, year-to-year or fixed term.

Is a signed lease required?

Yes. Both a Standard Form Lease and lease for a lot in a mobile home park are set out in the provincial legislation. If no lease is used, then the applicable Standard Form of Lease terms will apply, and the tenancy is considered month-to-month. The Standard Form of Lease is available online at the Service New Brunswick site.

Is a signed move in/move out checklist required?

No. The Rentalsman provides an ingoing inspection report form to assist both parties, but completing it is not mandatory.

Deposits

Collecting the last month's rent is not allowed, however a security deposit up to the equivalent of one month's rent is allowed. If collected, the deposit must be paid of the Office of the Rentalsman. The Rentalsman holds security deposits collected by landlords in the province and ensures their return, if applicable. Landlords have 7 days after the tenant moves out to make a claim to the Rentalsman to access security deposit funds for damage, cleaning or rent owing. If no claim is made, the money is returned to the tenant from the Office of the Rentalsman.

Key Money

Requiring key money is illegal.

Post-dated Cheques

Landlords may request post-dated cheques if it is stipulates in the Standard Form of Lease.

Renewal of a Lease Term

If a fixed-term lease has expired and parties haven't renegotiated and the landlord accepts the rent, the lease automatically becomes a month-to-month tenancy. For a periodic lease (year-to-year, month-to-month, or week-to-week), the tenancy is automatically renewed for the same term unless proper notice of termination is served.

Terminating a Lease: Notice and Timing

In New Brunswick, the end of a fixed term is a valid reason to terminate the tenancy, which is not the case in most other provinces and territories. No notice is required to terminate a lease if it ends on a specific date; a lease for a fixed term ends automatically at the end of the term. To end a month-to-month tenancy, one month notice is required; in a year-to-year, three month's notice prior to the anniversary date is required. To terminate a long-term tenancy (5 or more years), the tenant must serve one month's notice. For the Landlord, 3 months' notice is required and a reason is needed for the tenancy to be terminated. Reasons include but are not limited to: a family member moving in, a major renovation, the building changes to commercial use or recreational use. A landlord may also terminate for "cause" which would include such items as

- rental arrears
- conduct concerns
- damage to the property
- safety matters.

Assignments and Sublets

In New Brunswick a sublet, or a situation in which the original tenant will be returning to the premises, is considered a partial assignment. Whether the assignment is partial, or for the remaining term of the lease, the lease agreement can provide that the tenant may assign, may not assign, or may assign only with the consent of the landlord. The consent cannot be unreasonably withheld. If there is no lease then the province's Standard Form of Lease applies and the tenant may assign.

Rent Increases: Notice and Timing

There are no rent controls in New Brunswick. In a month-to-month lease, 2 month's notice is required to allow the tenant to be able to give a month's notice to terminate the tenancy. In a year-to-year lease, 3 months' notice is required and the tenant may elect to terminate the tenancy by serving at least 1 month's notice prior to the day the rent increase is to take effect. If a fixed term tenancy using the lease prescribed by the province indicates a check mark in the box to allow for a rent increase during the year, the landlord may do so with 3 month's notice. If not, then the full year must pass before an increase is allowed.

Late Rent Payments

Rent is considered late the day after it is due. The landlord can, at that point, issue a 20—day Notice to Vacate the premises. If the tenant pays within the next seven days the notice is cancelled. A landlord can also wait 10 days or more and then issue a 10 day Notice to Vacate. Failure to pay or leave will enable the landlord to request an Eviction Order. If the tenant fails to pay rent a second time, the landlord may issue a Final Notice to Vacate, and follow with an eviction request regardless of whether rent is paid. In the case of a mobile home park, the tenant can be late with rent three times before a Final Notice to Vacate can issue.

Evictions

Landlords may request an Eviction Order from the Office of the Rentalsman for the following reasons:

- if a tenant fails to leave on the date set in a *Notice to Vacate* issued by the landlord for non-payment of rent
- if a tenant fails to leave on the date set in a *Notice to Quit* issued by a Rentalsman for breach of lease
- if a tenant fails to leave at the end of a term lease or on the date given by one of the parties in a proper *Notice to Terminate* served in a periodic tenancy

New Brunswick's eviction process usually takes three to six days to complete.

Fine Points

Permitting Landlord Entry to the Premises (Times and Reasons)

Landlords have full emergency access rights to enter the rental premises, but they must give 24 hours notice for inspection and seven days for repairs. If a tenant is in the last month of the tenancy and if the lease provides, a landlord can enter the premises to show the property between 8 a.m. and 8 p.m. on any day except Sundays and holidays.

May the tenant withhold rent for repairs?

No. If the tenant faces repair problems they may seek help from the Rentalsman. Tenants must give seven days notice to the landlord about repair problems, and landlords must provide a remedy to the problem or, upon application by the tenant, the Rentalsman can take the rent to ensure the repair is completed.

Changing Locks

Not allowed without mutual consent of both parties or permission from the Office of the Rentalsman.

Pets and Smoking

May a landlord refuse to rent to a tenant who smokes or has pets?

A landlord and a tenant may agree to any addition to the Standard Form of Lease that does not alter any right or duty as stated in this Act or the Standard Form of Lease. If smoking and pets are allowed in the tenancy agreement, or the agreement does not address these issues, then they are permitted in the rental unit.

If a no pets and no smoking clause is written into the Standard Form of Lease and the landlord discovers that the tenant has a pet and/or smokes in the rental unit, is this grounds for the landlord to evict the tenant?

Yes, no pet/no smoking policies can be enforceable if spelled out in the Standard Form of Lease. Landlords and tenants can agree to terms such as "no pets and no smoking" in the lease. If a tenant breaches the rental agreement by having a pet or smoking in the rental premises, these breaches would be dealt with on a case-by-case basis by the Rentalsman and could result in an

eviction. Alternatively, if the tenant remains, a damage claim at the end of the tenancy may result whereby the landlord acts to recover the cost of re-painting the premises.

Contact Information

For general information about renting in New Brunswick contact:

Department of Justice

Office of the Chief Rentalsman
649-440 King Street
Fredericton, NB E3B 5H8
Telephone: (506) 453-2682

For a listing of Rentalsman offices, see

<http://app.infoaa.7700.gnb.ca/gnb/pub/ListOrgChart2.asp?OrgLevel1=01.07.02.03&DeptID2=45&OrgID2=1463>

Related Links

Residential Tenancies Act

<http://www.gnb.ca/0062/acts/acts/rl-10-2.htm>

(See provincial contact, above.)

Regulations

<http://www.gnb.ca/0062/regs/82-218.htm>

(See provincial contact, above.)

Landlord and Tenants

This is the online version of a booklet published by Public Legal Education and Information Service of New Brunswick, ISBN#: 1-55048-996-8. The online version is presented in a question-and-answer format, with very short answers to commonly asked questions. Contact information for Offices of the Rentalsman across the province is provided at the end of the Web page.

<http://www.legal-info-legale.nb.ca/showpub.asp?id=55&langid=1>

Landlords and Tenants of Mobile Home Sites

The online version of a pamphlet that applies to renters "... in mobile home parks which contain two or more sites".

<http://www.legal-info-legale.nb.ca/showpub.asp?id=56&langid=1>

Human Rights Commission

The section on the *Human Rights Act* (New Brunswick) is a good resource for tenants who feel that their rights may have been violated.

<http://www.gnb.ca/hrc-cdp/e/>

(See provincial contact, above.)

New Brunswick Human Rights Commission
P.O. Box 6000, Fredericton, NB Canada E3B 5H1
Tel: (506) 453-2301 Fax: (506) 453-2653 TDD: (506) 453-2911

Renting in Newfoundland and Labrador

Governing or Regulatory Body

- Residential Tenancies Section
- Consumer and Commercial Affairs
- Department of Government Services

Name of Act / Regulations

Residential Tenancies Act

Types of Housing/Living Arrangements Covered by the Provincial Legislation

Residential rental properties

Exclusions: hospitals, tourist inns, prisons, temporary shelters, nursing homes, university and college residences, accommodations run by religious groups, co-ops, boarding houses, commercial non-residential properties.

Types of Rental Periods

The lease can have a fixed or a periodic term of up to one year.

Is a signed lease required?

No. A verbal agreement is binding; however a sample lease form is available and recommended.

Is a signed move in/move out checklist required?

No. A checklist is recommended, but it is not mandatory.

Deposits

The amount of security deposit allowable depends on the term of the tenancy. For monthly or term tenancies: 3/4 of the first month's rent; weekly tenancy: no more than the amount of the rent payable for the first two weeks.

Landlords must request a security deposit before the tenant moves in and deposit it in a trust account within two days of receipt. The security deposit must be refunded to the tenant within 15 days of moving out or the landlord may apply to the Residential Tenancies Section to keep some or all of the deposit. If there is a dispute over the deposit refund, either the landlord or the tenant may apply to the Residential Tenancies Section for the security deposit. The interest rate on the security deposit is calculated as simple interest, not compounded. The landlord must pay the interest once the tenant moves out. The interest rates are set each year in December.

Key Money

Requiring key money is illegal.

Post-dated Cheques

Landlords may request post-dated cheques.

Renewal of a Lease Term

Lease terms are for a maximum of one-year, then they either end, convert into a month-to-month agreement or a tenant may sign another term agreement.

Terminating a Lease: Notice and Timing

In a term tenancy, which can have a maximum term of one year, either the landlord or tenant may terminate the tenancy at the end of the term by giving proper notice. For term leases, the tenant must give two month's notice and the landlord must give three month's notice for a standard termination. If a term lease is not renewed and notice is not given, a term tenancy converts to a month-to-month term.

In a periodic tenancy (for example, a month-to-month tenancy) the landlord may give three months notice to terminate the tenancy at any time, and the tenant must give one month notice.

Notice periods for terminating a lease depend on the reasons for termination and can range from days to weeks. All notices must be writing.

Other reasons that can be used to terminate a tenancy include:

- rent arrears 15 days late, 10 days notice to move out
- material breach – one rental period notice
- premises uninhabitable – immediate
- interference with peaceful enjoyment – five days but not more than 14 days notice by tenant, not less than three days notice by landlord

If tenant doesn't move out, the landlord may apply to the Residential Tenancies Section for an Order of Possession to terminate the tenancy. Evidence to prove why it was necessary to give notice of termination should be provided to the adjudicator at the hearing.

All notices must be writing.

Assignments and Sublets

Landlords cannot unreasonably withhold consent for subletting or assigning a tenancy and may charge the tenant any expenses incurred for the sublet or assignment.

Rent Increases: Notice and Timing

Three month's written notice of a rent increase is required. A landlord may not increase rent during a fixed-term agreement, more than once in a 12-month period, or during the first 12 months of a weekly or monthly rental agreement.

Late Rent Payments

Rent is considered late the day after it is due. Late payment fees are set at \$5 for the first day the rent is in arrears and \$2 for each additional day up to a maximum of \$75. The landlord may charge the tenant a fee, not to exceed \$25, for non-sufficient funds (NSF) cheques.

Evictions

To evict a tenant, the landlord must complete an application, pay \$20, attend a hearing held within 200 km of the rental premises and provide evidence. An order from the hearing will result, which states the reasons for the decision issued. This certified order is enforceable by the Sheriff's Office to evict the tenant. If the tenant disagrees with the adjudicator's decision, the tenant may apply to the Director of Residential Tenancies for a reconsideration stating reasons and/or may appeal to the Trial Division of the Newfoundland Supreme Court. An *Order of Possession*, which allows the eviction to take place may take up to two weeks. Most other types of orders may take up to two months depending on their complexity.

Hearings are informal, and parties generally represent themselves. Hearings allow for the landlord and tenant to present their evidence. An information officer provides information on what types of evidence they may present.

Fine Points

Permitting Landlord Entry to the Premises (Times and Reasons)

Landlords may enter the premises any time for emergencies. To access the rental unit for inspections, a landlord must give 24-hours written notice and enter during reasonable hours (9 a.m. - 5 p.m. and 7 p.m.- 9 p.m.). If *Notice of Termination* is given by either the landlord or tenant, four hours notice to show the premises to prospective tenants or buyers must be given to the tenant.

May the tenant withhold rent for repairs?

No. Tenant must provide a written list of repairs to the landlord and rent must be up to date. If repairs are not completed by the landlord, the tenant may apply to the Residential Tenancies Section for rent to be paid in trust to the Section until the repairs are completed.

Changing Locks

Not allowed without the consent of both the landlord and tenant.

Pets and Smoking

May a landlord refuse to rent to a tenant who smokes or has pets?

Yes, a landlord may refuse to rent to a tenant who smokes or has pets. If smoking and pets are allowed in the tenancy agreement, or the agreement does not address these issues, then they are permitted in the rental unit.

If a no pets and no smoking clause is written into a lease and the landlord discovers that the tenant has a pet and/or smokes in the rental unit, is this grounds for the landlord to evict the tenant?

Yes, if the rental agreement states that the tenants have no pets or agree not to smoke in the apartment, and the tenant gets a pet or allows smoking, then the landlord may give a one rental period written notice of termination to the tenant under breach of material covenant to evict the tenant.

Contact Information

For general information about renting in Newfoundland and Labrador contact:

The Government Services and Lands Office

Residential Tenancies Section
Box 8700, 5 Mews Place, St. John's, NF A1B 4J6
Telephone: (709) 729-2610
<http://www.gov.nf.ca/gsl/cca/rt/>
See Web site for all office locations.

Related Links

Residential Tenancies Act

<http://www.gov.nf.ca/hoa/statutes/r14-1.htm>
(See provincial contact, above.)

Residential Tenancies Section, Nfld.

This site contains department information and practical information for landlords and tenants.
<http://www.gov.nf.ca/gsl/cca/rt/>
(See provincial contact, above.)

Security Deposit Interest Regulations

This excerpt from the *Residential Tenancies Act* states the annual interest to be paid on security deposits and how the interest is to be calculated.
<http://www.gov.nf.ca/hoa/regulations/rc000071.htm>

Residential Tenancies Offices (RTO)

Locations of RTO offices in the province.
<http://www.gov.nf.ca/gs/cca/rt/locations.stm>

The Rental Agreement

Information on rental agreements, with links to related documents.
<http://www.gov.nf.ca/gs/cca/rt/agreement.stm>

Statutory Conditions

An excerpt from the *Residential Tenancies Act*, with a synopsis summary.
<http://www.gov.nf.ca/gs/cca/rt/stat-cond.stm>

Termination Notices

This is another excerpt from the *Residential Tenancies Act*, with a synopsis summary.
<http://www.gov.nf.ca/gs/cca/rt/term-notice.stm>

Security Deposits

A plain language explanation of security deposits.

<http://www.gov.nf.ca/gs/cca/rt/sec-deposit.stm>

Security Deposit Interest Calculator

This online calculator lets you punch in timelines and the deposit amount to calculate the amount of interest owed.

<http://www.gov.nf.ca/gs/cca/rt/deposit-calc.asp>

Human Rights Commission

Web site of the commission, which can help with landlord-tenant abuses that violate the Human Right's Code.

<http://www.gov.nf.ca/hrc/>

e-mail: humanrights@mail.gov.nl.ca

P.O. Box 8700, St. John's, NL A1B 4J6

Phone: (709) 729-2709 Toll Free 1 800 563-5808

Renting in Northwest Territories

In the Northwest Territories (NWT) 53 per cent of rental housing is found in the private market and the remaining 47 per cent comprises subsidized public housing (low-cost, low-income housing) and staff housing. In some NWT communities, public/staff housing comprises the majority of the rental market, with a minimal private rental market. Subsidized Public Housing is exempt from sections of the *Residential Tenancies Act*. Local Housing Organizations, Authorities and Associations administer Public Housing, following guidelines that were initially established by the NWT Housing Corporation. The public must contact the individual organizations to confirm availability and eligibility requirements.

Governing or Regulatory Body

Department of Justice, Government of the Northwest Territories

Name of Act / Regulations

Residential Tenancies Act

Types of Housing/Living Arrangements Covered by the Provincial Legislation

All residential rental premises.

Exclusions:

- hotels, motels, tourist homes, hostels and temporary shelters
- co-op housing (unless rented out to a person who is NOT a co-op member)
- living quarters rented to hospital staff and their families, either on a seasonal or a shared basis, or to staff and students of schools on such a basis
- living quarters located in business premises and occupied by an employee or contractor, for the purpose of serving the business
- living quarters attached to a rented business space and rented to the tenant under a single tenancy agreement covering both the business space and living quarters
- living accommodation occupied by a person for penal, correctional, rehabilitative or therapeutic purposes or for the purpose of receiving care

Special rules apply to:

- caretakers' units
- premises provided to the tenant as a job benefit
- subsidized public housing units—operating under the NWT Housing Corporation and its agents
- premises provided by a school to a tenant who is a student or staff member
- premises with a bathroom or kitchen facilities that are shared by the landlord and tenant, premises that are the only home of the landlord in the N.W.T.

Types of Rental Periods

Leases can be periodic (week-to-week or month-to-month); or fixed term (the tenancy will end on a specified date).

Is a signed lease required?

No. A tenancy agreement may be written, verbal or implied. A written tenancy agreement is recommended, but the law does not require it. Most landlords use written agreements.

Is a signed move in/move out checklist required?

Yes, a signed checklist is required whenever a security deposit is requested and the landlord and tenant must both sign an inspection report when the tenancy begins.

Deposits

The equivalent of one month's rent unless the premises are rented on a weekly basis, then the amount of the security deposit may not be greater than the value of one week's rent. Landlords of subsidized housing may use the true market value of the rent to calculate the security deposit.

Note: If the tenancy is for more than week-to-week, the tenant may pay half the security deposit when the tenant moves in and the remainder within three months.

The landlord shall, within 10 days after the tenant vacates the rental premises:

- return the security deposit to the tenant with interest (interest on the security deposits is calculated at a rate equal to the chartered bank deposit rate on deposit receipts for 30 days, as determined and published by the Bank of Canada in the *Bank of Canada Review*, in effect on the first day of January in the year that the interest is credited)
- give the tenant an itemized statement of account for any part of the security deposit that is being retained by the landlord

A landlord can retain all or part of the security deposit for repairs of damage caused by a tenant to the rental premises and for any arrears of the rent.

Key Money

Requiring any deposit other than a security deposit is prohibited.

Post-dated Cheques

Landlords may request post-dated cheques, but tenants are not obliged to comply.

Renewal of a Lease Term

When a tenancy agreement ends on a specific date, and if a new yearly tenancy agreement or notice to terminate was not given by either party, then the landlord and tenant shall be deemed to renew the tenancy agreement on that date as a monthly tenancy.

Exceptions: The *Residential Tenancy Act* does not apply to Northwest Territories Housing Corporation Subsidized Public Housing and Staff Housing lease renewals, sublets and assignments, or rent increases. To live in public housing tenants must remain eligible for the assistance and for staff housing tenants must remain employed by the unit's owner.

Terminating a Lease: Notice and Timing

Prior to a lease terminating, it is the responsibility of landlord and tenant to re-negotiate terms or terminate the lease. Tenants may not give notice during a fixed-term lease, rather at the end of the fixed term. Landlords may only terminate a tenancy for specified reasons as set out in the legislation and cannot terminate simply because a fixed term has expired.

When a fixed-term tenancy goes to a month-to-month term, the landlord cannot force a tenant to sign another lease or agree to another fixed term. When a lease is renewed, unless otherwise agreed, other than the new term of the lease, all other conditions of the lease remain the same.

A notice of termination from either a landlord or a tenant must meet the following requirements:

1. The notice must be in writing and signed by the landlord or tenant giving the notice.
2. The notice must identify the rental premises.
3. The notice must state the date when the tenancy is to terminate.
4. The notice must state the reason for the termination.

If the notice is not proper, or is not properly served, it is invalid and the tenancy continues.

A tenancy may only be terminated:

- a) by a written agreement of the landlord and tenant
- b) in limited circumstances, by notice given by the landlord
- c) by notice given by the tenant
- d) by legal order
- e) where the premises are provided to an employee as a job benefit, by lawful termination of the tenant's employment
- f) by abandonment of the premises by the tenant

Termination by a tenant of a fixed-term agreement must occur no later than 30 days before the end of the term.

For a periodic tenancy agreement (an agreement that does not specify a date of termination) the following cases apply:

- a) for a weekly tenancy, at least seven days before the termination date stated in the notice
- b) for a monthly tenancy that has continued for less than 12 months, at least 30 days before the termination date stated in the notice
- c) for a monthly tenancy that has continued 12 months or more, at least 60 days before the termination date stated in the notice

Assignments and Sublets

Tenants may sublet their premises if the landlord consents. If the landlord refuses consent, the tenant may appeal to and obtain permission from the Rental Officer. When a tenant sublets, the tenant remains responsible to the landlord for rent and for any breaches of the tenancy agreement committed by the sub-tenant.

Tenants may assign their tenancy agreements with the landlord's consent; such consent shall not be unreasonably withheld. When a tenancy is assigned, the former tenant transfers all of his or her rights and duties to the new tenant. Landlords are allowed to charge for granting consent to an assignment or sublease, up to a maximum of \$50.

Assignments or subletting agreements and the landlord's consent must be in writing. Agreements must be signed by the tenant and sub-tenant and attached to a copy of the written tenancy agreement. Tenants in Public Housing and Staff Housing units cannot sublet or assign their units.

Rent Increases: Notice and Timing

A landlord may not increase the rent more than once every 12 months. The landlord must give at least three month's written notice of the increase. A tenant who receives a proper notice of rent increase may treat the notice as a notice to terminate the tenancy. To terminate the tenancy, the tenant must inform the landlord in writing of his or her decision to vacate. The landlord may re-rent the premises, but must keep the rent for the new tenant at the same level stated in the notice. Exception: This section does not apply to subsidized public housing.

Late Rent Payments

A tenant who pays his/her rent later than the dates specified by the tenancy agreement is subject to a penalty. The penalty is calculated for each day that the rent is late by multiplying the rent due by the chartered bank deposit rate on deposit receipts for 30 days, as determined and published by the Bank of Canada, in effect on the first day of January in the year that the late payment is calculated, and dividing by 365.

Evictions

If the tenant does not leave after a tenancy agreement is legally terminated, the landlord must obtain an *eviction order* from the Supreme Court. Applications for eviction orders must be served on the other party at least five days before the date scheduled for the hearing. Both parties should have a lawyer at the hearing. If an eviction order is granted, a "*writ of possession*" from the NWT Supreme Court Clerk is also required. The landlord delivers the *Order of Eviction* and the *Writ* to the Sheriff. The Sheriff first must make a reasonable demand to be let into the premises, but then may force open the door to the premises, if necessary. Resisting the Sheriff in these circumstances can lead to criminal prosecution.

Fine Points

Permitting Landlord Entry to the Premises (Times and Reasons)

Landlords may enter the rental premises between 8 a.m. and 8 p.m. A landlord shall give written notice to the tenant at least 24 hours before the first time of entry, specifying the purpose of entry, the days and the hours during which the landlord intends to enter the rental premises. A tenant may specify alternative days and hours that are reasonable under the circumstances.

A landlord has the right to enter the rental premises to:

- perform the landlord's obligations under the Act and tenancy agreement
- inspect the rental premises where the tenant has requested consent to do an assignment or subletting agreement
- show the rental premises to prospective tenants
- show the rental premises to prospective purchasers of the complex
- inspect the rental premises every six months
- permit a mortgagee or an insurer to inspect the premises where a mortgage or insurance coverage is being arranged
- inspect the rental premises on the day the tenant vacates the premises

A landlord has the right to enter the rental premises without giving the notice required where:

- an emergency exists
- the tenant consents at the time of entry
- the landlord has reasonable grounds to believe that the tenant has vacated or abandoned the rental premises

May the tenant withhold rent for repairs?

No. Tenants may make an application to forward the rent to the Rental Officer until the dispute is rectified.

Changing Locks

Not allowed. Locks to a rental premises can only be changed by mutual consent from the tenant and the landlord. A landlord or tenant shall not change the locks on any entrance to the residential complex in order to interfere with the other's access to the complex.

Pets and Smoking

May a landlord refuse to rent to a tenant who smokes or has pets?

Yes, a landlord may refuse to rent to a tenant who smokes or has pets. If smoking and pets are allowed in the tenancy agreement, or the agreement does not address these issues, then they are permitted in the rental unit.

If a no pets and no smoking clause is written into a lease and the landlord discovers that the tenant has a pet and/or smokes in the rental unit, is this grounds for the landlord to evict the tenant?

Yes, a tenant who has agreed to rent a non-smoking unit and breaches that agreement can be evicted. The landlord may evict the tenant based on a fire insurance and safety clause. If a pet is found, the landlord may evict the tenant on the grounds of either noise disturbance or damage to the property, if the pet is in fact causing such problems.

Other

The *Residential Tenancies Act* came into effect February 6, 1988. To encourage out-of-court settlements, the Act established a new office and procedures. The Rental Officer is given many of the powers formerly held only by the courts. The Rental Officer provides information, mediates and acts as a judge as circumstances warrant. In cases where parties cannot reach agreement through mediation, the Rental Officer must hold a hearing. At this point in the process, the Rental Officer begins to act like a judge.

Contact Information

For general information about renting in the Northwest Territories contact:

N.W.T. Rental Office

3rd Floor, Panda II Mall, Box 1920 Yellowknife, NT X1A 2P4
Toll Free: 1 800 661-0760 Phone: (867) 920-8047 Fax: (867) 873-0489
<http://www.justice.gov.nt.ca/publicservices/rentalofficer.htm>

Related Links

Northwest Territories Housing Corporation

This organization plays a role in public housing. See Web site for listing of district offices.

P.O. Box 2100, Yellowknife NT X1A 2P6

Phone: (867) 873-7858

<http://nwthc.gov.nt.ca/index.html>

Programs

An overview of programs offered by the Northwest Territories Housing Corporation, including the assisted rental programs and the Northern Territorial Rental Purchase Program.

<http://nwthc.gov.nt.ca/programs.html>

The *Residential Tenancies Act* for the NWT can be found on Internet at:

http://www.justice.gov.nt.ca/PDF/ACTS/Residential_Tenancies.pdf

or copies can be purchased from:

Canarctic Graphics

5102-50th Street, PO Box 2758, Yellowknife NT X1A 2R1

Phone: (867) 873-5924 Fax: (867) 920-4371

Renting in Nova Scotia

Governing or Regulatory Body

Housing Services

Name of Act / Regulations

Residential Tenancies Act

Types of Housing/Living Arrangements Covered by the Provincial Legislation

All residential rental premises

Exclusions: universities, colleges, other institutions of learning, hospitals, prisons, hotels, homes for special care.

Types of Rental Periods

Leases can be week-to-week, month-to-month, year-to-year and fixed term.

Is a signed lease required?

A written lease is not required, but if a written lease exists, it must include elements of a prescribed lease outlined in the regulations. Without a lease, the landlord-tenant relationship is still guided by the standard terms of the prescribed lease.

Is a signed move in/move out checklist required?

No. It is voluntary and a copy is available online at the [Government of Nova Scotia](#) site. (See government contact, below.)

Deposits

Security deposits may not exceed half of a month's rent. Landlords must hold security deposits in a trust account. The landlord has to return the deposit with 1 per cent per year interest at the end of the tenancy. If landlords want to keep some or all of the deposit, they must apply to Residential Tenancies for permission.

Key Money

Requiring key money is illegal. The only money landlords are allowed to collect is the security deposit and first month's rent; however, tenants may face a penalty if they lock themselves out and new keys need to be issued to them.

Post-dated Cheques

Post-dated cheques may only be requested as long as the specific box on the standard lease is ticked; otherwise they cannot be required.

Renewal of a Lease Term

Year-to-year leases renew for another year if no notice is given. If tenants serve a Notice to Quit under their original lease three months before the end of its term, they may ask the landlord to change the tenancy to a month-to-month lease. Landlords cannot arbitrarily deny this request.

Terminating a Lease: Notice and Timing

Prior to a lease terminating, it is the responsibility of landlord and tenant to re-negotiate terms or terminate the lease. Tenants may not give notice during a fixed-term lease, rather at the end of the fixed term. Once a fixed term expires, the landlord has no further obligation to the tenant. When a lease is renewed, unless otherwise agreed, other than the new term of the lease, all other conditions of the lease remain the same.

Different notices apply depending on the lease term:

- for a year-to-year lease, both landlord and tenant must give three month's notice
- for a month-to-month lease, tenant must give one month, the landlord three months
- for a week-to-week lease, the landlord must give four weeks and tenants give one week notice

Fixed-term leases expire automatically. All notices must be in writing.

Assignments and Sublets

In Nova Scotia sublets, not assignments, are referenced in the legislation. Landlords must approve the new tenant and may not arbitrarily deny a sublet. Requests to sublet need not be in writing.

Rent Increases: Notice and Timing

There are no rent controls in Nova Scotia. In a mobile home park tenants may ask the Residential Tenancies to review the rent, and a Residential Tenancies Officer will determine what the rent can be. Landlords of all types of residential rental units may only raise the rent once in 12 months and must give written notice at least four months before the anniversary date of the tenancy.

Late Rent Payments

Rent is considered late after 30 days. After 30 days, the landlord may give notice to the tenant to vacate in the next 15 days. If the tenant does not pay and leave, the landlord may have the matter heard before Residential Tenancies within the following two-five weeks. A Residential Tenancies Officer may issue an order for the tenant to pay the rent or to pay the rent and move out.

Evictions

A landlord may ask Residential Tenancies to issue an order stating that the tenant must move out for two main reasons:

- if the rent is more than 30 days late or
- if the tenant breaks the statutory conditions in the Act.

The landlord must apply to have the matter mediated or a hearing held. Both mediation and hearings are forms of dispute resolution. If mediation is chosen, both parties will attempt to come to an agreement and then they sign a mediated settlement, which is a contract between the two parties. If the hearing proceeds, the landlord and the tenant will be heard and may provide evidence to support their application. A Residential Tenancies Officer makes a decision in the form of an *order*. The landlord must take this order to the court administrative offices to have it converted to an *eviction order* that only the Sheriff can enforce. There may be delays in obtaining an eviction order if the tenant appeals the officer's decision to Small Claims Court.

Fine Points

Permitting Landlord Entry to the Premises (Times and Reasons)

Landlords must provide 24 hours notice in writing stating when they plan to enter the premises. This time must be between 9 a.m. and 9 p.m. Landlords may enter at any time during daylight hours, without written notice, if a notice to quit has been given.

May the tenant withhold rent for repairs?

No.

Changing Locks

Not allowed.

Pets and Smoking

May a landlord refuse to rent to a tenant who smokes or has pets?

Nova Scotia's tenancy legislation allows a landlord to establish reasonable rules that promote the fair distribution of services; promote the safety, comfort or welfare of tenants; or protect the landlord's property. A landlord's right to do this is established by Section 9A of the *Residential Tenancies Act*. Examples of rules that can be established include rules around the operation of laundry facilities, storage of hazardous materials, and pets.

Rules must apply to all tenants in a fair manner, and tenants must be given a copy of the rules prior to signing a lease. As well, changes in a landlord's rules can be made with four months notice to the tenant prior to the anniversary date of the lease. This allows the tenant enough time to give the landlord notice that the lease will not be renewed if the tenant does not agree with any new or amended rule.

In short, the landlord, if they meet the above requirements, can indeed restrict pets and smoking.

If a no pets and no smoking clause is written into a lease and the landlord discovers that the tenant has a pet and/or smokes in the rental unit, is this grounds for the landlord to evict the tenant?

If a no pets or no smoking clause is written into the lease, the landlord has the right to seek termination of tenancy if the tenant contravenes the lease.

Contact Information

For general information about renting in Nova Scotia contact:

Residential Tenancies

Service Nova Scotia and Municipal Relations

P.O. Box 1003

Halifax, N.S. B3M 1Z8

(902) 424-5200

toll free in Nova Scotia 1-800-670-4357

Inquiries can also be made at any Access Nova Scotia Centre throughout the province.

<http://www.gov.ns.ca/coms/hous/Default.asp>

Addresses of Residential Tenancies offices across the province:

<http://www.gov.ns.ca/snsmr/consumer/resten/contact.stm>

Related Links

Acts and Statues

Residential Tenancies Act

<http://www.gov.ns.ca/legi/legc/statutes/resident.htm>

(See provincial contact, above.)

Residential Tenancies Regulations

<http://www.gov.ns.ca/just/regulations/regs/rxam-z.htm#resten>

(See provincial contact, above.)

Amendments-Residential Tenancies Act

<http://www.gov.ns.ca/cmns/msrv/nr-1997/nr97-10/97100101.htm>

(See provincial contact, above.)

Human Rights Commission

This Web site provides an overview of the commission, the complaint process and a variety of information related to the commission.

<http://www.gov.ns.ca/humanrights/>

Call toll-free 1 877 269-7699 in Nova Scotia, 424-4111 in Halifax and area or 424-3139 (TTY).

Central office:

6th Floor, Joseph Howe Building, 1690 Hollis Street, P.O. Box 2221, Halifax, NS, B3J 3C4

tel. (902) 424-4111, fax (902) 424-0596

Department of Housing and Consumer Affairs

Information on this government department, which administers the provincial *Housing Act* and the *Consumer Protection Act*. The information provided is brief, but the list of programs and services available is quite useful.

<http://www.gov.ns.ca/govt/foi/houcon.htm>

5th Floor, Alderney Gate, 40 Alderney Drive PO Box 815 Dartmouth, NS B2Y 3Z3

Minister's Office: (902) 424-4334 Deputy Minister: (902) 424-5388

Tenancy Guide for Landlords and Tenants

This PDF file is a valuable guide for landlords and tenants. Written in plain language, the most prevalent issues are addressed in the guide, from a description of the lease/rental agreement to security deposits, rent increases and making a complaint.

<http://www.gov.ns.ca/snsmr/forms/resten.stm>

(See provincial contact, above.)

Residential Tenancies

A series of pages that provide answers to the most commonly asked questions pertaining to landlord-tenant issues. Answers are brief and written in plain language.

<http://www.gov.ns.ca/snsmr/consumer/resten/faq/>

Definitions

A glossary of common rental terms, from Adjoin to Wear and Tear. A useful guide for anyone trying to decode the legal language in a lease.

<http://www.gov.ns.ca/snsmr/consumer/resten/def.stm>

Downloadable Forms

Links to various forms related to tenancies; the forms are in PDF format and the user is able to type directly into the form rather than printing it out and filling it in by hand.

<http://www.gov.ns.ca/snsmr/consumer/resten/forms.stm>

Links

Four links to related government Web pages are provided, including Acts, Regulations and Statutes.

<http://www.gov.ns.ca/snsmr/consumer/resten/related.stm>

Co-operative Housing: A Guide for Members

An online guide for members of co-operative housing projects, prepared by the NS Economic Development Co-operative Branch in collaboration with other government departments.

<http://www.gov.ns.ca/snsmr/coop/default.asp>

Nova Scotia Economic Development, P.O. Box 2311, 14th floor South, Maritime Centre, 1505 Barrington Street, Halifax, NS B3J 3C8, Phone: (902) 424-0377

Senior Citizens' Secretariat

Provides a number of services to seniors in the province including housing assistance. Also co-sponsors the Good Neighbours Community Program.

<http://www.gov.ns.ca/scs/>

Dalhousie University Housing Services

Provides housing information to university students.

Student Union Building

6136 University Avenue, Room 407

Halifax, NS

B3H 4J2

Telephone: 902-494-8840

Renting in Nunavut

Background

The private rental market is limited in Nunavut. The Nunavut Housing Corporation (NHC) has 3,876 public housing units (November 2004 figure) and approximately 1,100 staff units. Nunavut has a total of 8,077 (2001 Census) units for a population of approximately 28,000.

There are over 14,000 tenants in public housing. Of these, more than 6,000 are on Income Support. Local Housing Organizations (LHO) allocate public housing at the community level. These LHOs answer to locally elected Boards or Councils. Applicants in Core Housing Need are point-rated and placed on a waiting list for a unit. Rents are geared-to-income on a sliding scale that ranges from \$60 per month to 28 per cent of income at the top of the scale. The rents are heavily subsidized due to extremely high utility costs; a three-bedroom unit costs in excess of \$1,600/month to operate.

Governing or Regulatory Body

Department of Justice is responsible for the *Residential Tenancies Act*. Nunavut Housing Corporation is responsible for public and government staff housing on housing on behalf of the Government of Nunavut.

Name of Act / Regulations

Residential Tenancies Act

Types of Housing/Living Arrangements Covered by the Territorial Legislation

Premises rented for residential purposes: houses, mobile homes, apartments, and rooms in boarding or lodging houses.

Exclusions: Hotels, motels, tourist homes, hostels and temporary shelters; co-op housing (unless rented out to a person who is not a co-op member); living quarters attached to a rented business space and rented to the tenant under a single tenancy agreement covering both the business space and the living quarters; living accommodation occupied by a person for penal, correctional, rehabilitative or therapeutic purposes or for the purpose of receiving care.

Special rules apply to certain premises:

- Caretakers' units
- premises provided to the tenant as a job benefit
- subsidized public housing units—operating under the Nunavut Housing Corporation and its Local Housing Organizations (LHO)
- premises provided by a school to a tenant who is a student or staff member
- premises whose bathroom or kitchen facilities are shared by the landlord and tenant
- premises that are the only home of the landlord in Nunavut

Types of Rental Periods

Leases can be periodic (week-to-week or month-to-month); or fixed term (the tenancy will end on a specified date).

Is a signed lease required?

No. A tenancy agreement may be written, verbal, or implied. A written tenancy agreement is recommended, but the law does not require it. Most landlords use written agreements.

Is a signed move in/move out checklist required?

Yes, if a security deposit is requested. Whenever a security deposit is requested, the landlord and tenant both sign an inspection report when the tenancy begins.

Deposits

The equivalent of one month's rent unless the premises are rented on a weekly basis, in which case the amount of the security deposit may not be greater than the value of one week's rent. Landlords of subsidized housing may use the true market value of the rent to calculate the security deposit.

Note: If the tenancy is for more than week-to-week, the tenant may pay half the security deposit when the tenant moves in and the remainder within three months. The landlord must return the security deposit to the tenant with interest, within 10 days after the tenant vacates the rental premises. Interest on security deposits is calculated at a rate equal to the chartered bank deposit rate on deposit receipts for 30 days, as determined and published by the Bank of Canada in the [Bank of Canada Review](#). This rate takes effect on the first day of January in the year that the interest is credited. Landlords must give the tenant an itemized statement of their account for any part of the security deposit that is being retained by the landlord.

A landlord can retain all or part of the security deposit for rent arrears or for repairs or damage caused by a tenant to the rental premises.

Key Money

Requiring key money is illegal. Requiring any deposit other than a security deposit is prohibited.

Post-dated Cheques

Landlords may request post-dated cheques, but tenants are not obliged to comply.

Renewal of a Lease Term

When a tenancy agreement ends on a specific date, and if a new yearly tenancy agreement or notice to terminate was not given by either party, then the landlord and tenant shall be deemed to renew the tenancy agreement on that date as a monthly tenancy.

Exceptions: The *Residential Tenancy Act* does not apply to Nunavut Housing Corporation Subsidized Public Housing and Staff Housing lease renewals, sublets and assignments, or rent increases. To live in public housing tenants must remain eligible for the assistance and for staff housing tenants must remain employed by the unit's owner.

A term tenancy agreement is deemed to be renewed on the expiry date as a month-to-month agreement unless:

- a) a landlord and tenant have entered into a new tenancy agreement
- b) the tenancy agreement has been terminated in accordance with the Act
- c) the residential complex is composed of a single rental premise which was the only residence of the landlord in the Nunavut.

Terminating a Lease: Notice and Timing

Prior to a lease terminating, it is the responsibility of landlord and tenant to re-negotiate terms or terminate the lease. Landlords may only terminate a tenancy for specified reasons as set out in the legislation and cannot terminate simply because a fixed term has expired.

When a fixed-term tenancy goes to a month-to-month term, the landlord cannot force a tenant to sign another lease or agree to another fixed term. When a lease is renewed, unless otherwise agreed, other than the new term of the lease, all other conditions of the lease remain the same.

A notice of termination from either a landlord or a tenant must meet the following requirements:

1. The notice must be in writing and signed by the landlord or tenant giving the notice.
2. The notice must identify the rental premises.
3. The notice must state the date when the tenancy is to terminate.
4. The notice must state the reason for the termination.

If the notice is not proper, or is not properly served, it is invalid and the tenancy continues.

A tenancy may only be terminated:

- a) by a written agreement of the landlord and tenant
- b) in limited circumstances, by notice given by the landlord
- c) by notice given by the tenant
- d) by legal order
- e) where the premises are provided to an employee as a job benefit, by lawful termination of the tenant's employment
- f) by abandonment of the premises by the tenant

Termination by a tenant of a fixed-term agreement must occur no later than 30 days before the end of the term. For a periodic tenancy agreement (an agreement that does not specify a date of termination) the following cases apply:

- a) for a weekly tenancy, at least seven days before the termination date stated in the notice;
- b) for a monthly tenancy that has continued for less than 12 months, at least 30 days before the termination date stated in the notice
- c) for a monthly tenancy that has continued 12 months or more, at least 60 days before the termination date stated in the notice

Assignments and Sublets

Tenants may sublet their premises if the landlord agrees. If the landlord refuses consent, the tenant may appeal to the Rental Officer and may obtain permission to sublet. When tenants sublet they remain responsible to the landlord for rent and for any breaches of the tenancy agreement committed by the sub-tenant. For assignments tenants need the landlord's consent but have no possibility to appeal to the Rental Officer. When a tenancy is assigned, the former tenant transfers all of his or her rights and duties to the new tenant.

A landlord is not entitled to change terms in the sub-lease but may charge up to a maximum of \$50.00 for expenses for granting consent to an assignment or sublease. The Landlord's consent to assign or sublet must be in writing.

Agreements must be signed by the tenant and sub-tenant and attached to a copy of the written tenancy agreement. Tenants in Public Housing and Staff Housing units cannot sublet or assign their units.

Rent Increases: Notice and Timing

A landlord may not increase the rent for a rental premises more than once every 12 months. The landlord must give at least three month's written notice of the increase. On the day before the increase comes into effect a tenant who receives a proper notice of rent increase may treat such a notice as a notice to terminate the tenancy. To exercise this right to terminate the tenancy, the tenant must inform the landlord in writing of his or her decision to vacate. The landlord may re-rent the premises, but must keep the rent for the new tenant at the same level stated in the notice. The Nunavut Housing Corporation is exempt from the requirement to give notice of rent increases for Public Housing units.

Late Rent Payments

A tenant who pays his rent later than the dates specified by the tenancy agreement is subject to a penalty. The penalty is calculated for each day that the rent is late by multiplying the rent due by the chartered bank deposit rate on deposit receipts for 30 days, as determined and published by the Bank of Canada, in effect on the first day of January in the year that the late payment is calculated, and dividing by 365.

Evictions

If the tenant does not vacate the premises after a tenancy agreement is legally terminated, the landlord must obtain an *eviction order* from the Rental Officer and register this with the five days before the date scheduled for the hearing. Both parties should have a lawyer at the hearing. If an eviction order is granted, a "*writ of possession*" from the Supreme Court Clerk is also required. The landlord delivers the *Order of Eviction* and the Writ to the Sheriff. The Sheriff first must make a reasonable demand to access the premises, but then may force open the door to the premises if necessary. Resisting the Sheriff in these circumstances can lead to criminal prosecution.

Fine Points

Permitting Landlord Entry to the Premises (Times and Reasons)

Landlords may enter the rental premises between 8 a.m. and 8 p.m. A landlord shall give written notice to the tenant at least 24 hours before the first time of entry, specifying the purpose of entry including the days and the hours during which the landlord intends to enter the rental premises.

A tenant may specify alternative days and hours that are reasonable under the circumstances.

A landlord has the right to enter the rental premises to:

- perform the landlord's obligations under the Act and tenancy agreement
- inspect the rental premises where the tenant has requested consent to do an assignment or subletting agreement
- show the rental premises to prospective tenants
- show the rental premises to prospective purchasers of the complex
- inspect the rental premises every six months
- permit a mortgagee or an insurer to inspect premises where a mortgage or insurance coverage is being arranged
- inspect the rental premises on the day the tenant vacates the premises

A landlord has the right to enter the rental premises without giving the notice required where:

- an emergency exists
- the tenant consents at the time of entry
- the landlord has reasonable grounds to believe that the tenant has vacated or abandoned the rental premises

May the tenant withhold rent for repairs?

No. Tenants may make an application to forward the rent to the Rental Officer until the dispute is rectified.

Changing Locks

Locks to a rental premises can only be changed by mutual consent from the tenant and the landlord. A landlord or tenant shall not change the locks on any entrance to the residential complex in order to interfere with the other's access to the complex.

Pets and Smoking

May a landlord refuse to rent to a tenant who smokes or has pets?

In Public Housing units, landlords may not refuse to rent a unit to a tenant who smokes or has a pet. For private rentals, a landlord may refuse to rent to a tenant who has pets or smokes. If pets and smoking are allowed in the tenancy agreement, or the agreement does not address these issues, then they are permitted in the rental unit.

If a no pets and no smoking clause is written into a lease and the landlord discovers that the tenant has a pet and/or smokes in the rental unit, is this grounds for the landlord to evict the tenant?

Yes, if no smoking/no pets is a condition of the lease then the landlord may evict the tenant. The Rental Officer reviewing the termination of the tenancy would ask if evicting the tenant is reasonable; as long as it was potentially interfering with other tenant's "quiet enjoyment" the tenant could be evicted.

Other

Nunavut's Residential Tenancy Act is based on the *Northwest Territories' Act*, which came into effect February 6, 1988. To encourage out-of-court settlements. The Rental Officer is given many of the powers formerly held only by the courts. The function of the Rental Officer is to provide information, mediation and to act as a judge as circumstances warrant. In cases where parties cannot reach an agreement through mediation, the Rental Officer must hold a hearing. At hearings, the Rental Officer begins to act like a judge. An order of the Rental Officer is enforceable in the Courts.

Contact Information

For general information about renting in Nunavut contact:

Nunavut Housing Corporation

Government of Nunavut Communications
Box 1000 Station 1300
Iqaluit, NU
X0A 0H0
Toll-free: 1-888-252-9869 (in North America)
Telephone: (867) 975-7200
<http://www.gov.nu.ca>

or

Bill Riddell
Fair Practices/Rental Officer
P.O. Box 297
Iqaluit, NU
X0A 0H0
Telephone: 867-975-6363
Email: BRiddell@gov.nu.ca

Related Links

Consolidation of the *Residential Tenancies Act* (Nunavut)

http://www.nunavutcourtofjustice.ca/library/consol-stat/CSNu_1999_170_Residential_Tenancies.pdf

(See territorial contact above.)

Application forms for Public Housing are available from the Local Housing Organizations in each community.

Renting in Ontario

Governing or Regulatory Body

The Ontario Rental Housing Tribunal

Name of Act / Regulations

- *Tenant Protection Act (TPA)*
- *Statutory Powers Procedure Act*

Types of Housing/Living Arrangements Covered by the Provincial Legislation

Rental residential housing

Exemptions: co-op housing when occupied by a member of the co-op, vacation, seasonal or temporary accommodations: hotels, motels or motor hotels, resorts, lodges, tourist camps, cottages or cabins, inns, campgrounds, trailer parks, tourist homes, bed and breakfasts vacation establishments or vacation homes, staff accommodation for farm employees, accommodation in a business or enterprise, non-profit housing in some situations, penal and correctional facilities, hospitals, nursing homes, rehabilitative or therapeutic facilities, short-term emergency shelters, staff or student accommodations provided by an educational institution, accommodation whose occupant or occupants are required to share a bathroom or kitchen facility with the owner, the owner's spouse, same-sex partner, child or parent or the spouse's or same-sex partner's child or parent, and where the owner, spouse, same-sex partner, child or parent lives in the building in which the living accommodation is located.

Types of Rental Periods

All types of rental periods are allowed; however, the *Tenant Protection Act (TPA)* takes precedence over leases. In other words, when terms in the lease do not comply with TPA, the TPA takes precedence over the lease.

Is a signed lease required?

No. If the tenancy agreement is not in writing, the tenant must be provided with written notice of the legal name and address of the landlord for the purpose of giving notice or delivering other documents. The landlord must provide the tenant with this information within 21 days after the tenancy begins. If the landlord fails to provide the required information, the tenant's obligation to pay rent is suspended until the landlord complies.

Is a signed move in/move out checklist required?

No. A checklist is recommended but not required.

Deposits

Landlords can collect a rent deposit up to one month's rent, but this deposit is not a security deposit. In Ontario, security deposits are not allowed. Last month's rent may be collected as a deposit, but it can never be used to apply to damages. Landlords collect the last month's rent, or if rent is paid weekly the last week's rent, at the beginning of the tenancy and pay the tenant 6 per cent interest

at the beginning of the next year, to be paid out every year. This deposit may only be applied to the last month's rent. It is not considered a damage or security deposit.

Key Money

Requiring key money is illegal.

Post-dated Cheques

Post-dated cheques can be suggested, but a person cannot be refused a rental unit for refusing to give them. Landlords must provide tenants with a rent receipt.

Renewal of a Lease Term

The landlord and tenant can agree to extend or renew the tenancy on the same terms and conditions, or on modified terms and conditions. If both parties can't reach an agreement once the lease expires, the tenancy automatically becomes a month-to-month arrangement.

Terminating a Lease: Notice and Timing

Prior to a lease terminating, it is the responsibility of landlord and tenant to re-negotiate terms or terminate the lease. Tenants can give notice during a fixed-term lease, provided that the date of termination is not any earlier than the last day of tenancy. Landlords may only terminate a tenancy for specified reasons as set out in the legislation and cannot terminate simply because a fixed term has expired.

When a fixed-term tenancy goes to a month-to-month term, the landlord cannot force a tenant to sign another lease or agree to another fixed term. When a lease is renewed, unless otherwise agreed, other than the new term of the lease, all other conditions of the lease remain the same with the exception of rent increases, which are not automatically carried forward. The landlord can raise the rent with 90 days written notice.

Landlords must provide notice in writing to the tenant, and required notice times vary depending on the reasons for the notice. Please refer to the detailed online and print brochures: "*Terminating a Tenancy by a Tenant*" and "*Reasons for Terminating a Tenancy by a Landlord*".

The tenant can terminate daily or weekly tenancies with 28 days written notice. Otherwise tenants must give 60 days notice when moving.

Assignments and Sublets

Landlords must approve or disapprove, in writing, the tenant's request to sublet. The original tenant can dispute a landlord's decision to reject the sublet by applying to the Ontario Rental Housing Tribunal using the appropriate form. If the original tenant wants to return to the premises after the sublet period and renew the lease, he or she would be subject to a rent increase upon renewal.

Rent Increases: Notice and Timing

Ontario sets rent guidelines each year. Landlords must give 90 days written notice and can only increase the rent once every 12 months. Rent increases must follow the provincial guidelines published each August. To increase rent beyond the guideline, the landlord must apply to the

Ontario Rental Housing Tribunal for permission. (Capital expenses are capped at 4 per cent above the guideline, and any excess of 4 per cent can be carried forward to future years.)

Note: Rent increase rules apply to an existing tenancy. Once the tenant moves, the landlord can increase the rent for that unit to whatever the market will bear.

Late Rent Payments

The day after rent is due, if it is unpaid; the landlord can give a “Notice to terminate for nonpayment of rent.” The tenant then has 14 days if they are monthly or yearly renters, and seven days if they are daily or weekly renters, to pay. If this grace period passes and no rent has been paid, the landlord can file an application to the Ontario Rental Housing Tribunal for rent arrears.

Evictions

There are numerous grounds for eviction but the main reason is rent arrears. Evictions for rent arrears in Ontario proceed as follows: One day the tenant is late paying rent; landlord serves notice to tenant; tenant has 14 days to pay rent; on the 15th day landlord pays a filing fee for Application to Terminate a Tenancy for Nonpayment of Rent and for Collection of Arrears of Rent; Tribunal gives notice of hearing as soon as possible; landlord serves Notice package on the tenant; landlord signs the certificate as proof; tenant has five calendar days to file a written dispute. If a dispute isn't filed, on sixth day a default order terminating the tenancy will be issued. If tenant disagrees with the default order they can file a “Motion to Set Aside the Default Order”. The hearing is held as soon as possible. The landlord arranges with the provincial Sheriff to evict the tenant.

Fine Points

Permitting Landlord Entry to the Premises (Times and Reasons)

The situations where a landlord may enter the premises may be written into the lease. Typically, landlords must give 24 hours written notice. The written notice must specify the reason for entry, the day of entry and a time of entry between 8 a.m. and 8 p.m. A landlord can enter a unit without written notice if there is an emergency or if the tenant consents to the entry.

May the tenant withhold rent for repairs?

No.

Changing Locks

Allowed provided the landlord gives the tenant a key for any new lock.

Pets and Smoking

May a landlord refuse to rent to a tenant who smokes or has pets?

Ontario's Rental Housing Tribunal responsible for the *Tenant Protection Act* (TPA) does not cover individuals before they become tenants, so a landlord could refuse to rent on the basis of smoking and/or pets.

If a no pets and no smoking clause is written into a lease and the landlord discovers that the tenant has a pet and/or smokes in the rental unit, is this grounds for the landlord to evict the tenant?

A landlord cannot evict a tenant because they have a pet in violation of a "no pets" clause in the lease. The TPA does not address smoking. However, a landlord may have grounds to evict a tenant, either for having a pet or for smoking, if the pet or smoke damages the property or bothers other tenants.

Other

Under the TPA, February is considered to have 30 days for the purpose of the tenant giving a termination notice.

Contact Information

For general information about renting in Ontario contact:

Ontario Rental Housing Tribunal

777 Bay St, 12th Floor Toronto, ON M5G 2E5

Toll-free: 1 888 332-3234 (within Ontario) Telephone: (416) 645-8080

<http://www.orht.gov.on.ca>

Visit the Web site link above to see the listing of regional offices.

Ordering Ontario government publications:

Government of Ontario publications are available from many different sources. You can order in several ways:

Online: <http://pubont.stores.gov.on.ca/pool/english>

By telephone: 1 800 668-9938 Toll Free or (416) 326-5300

By mail: Publications Ontario, 50 Grosvenor Street, Toronto, ON M7A 1N8

There are also two government information centres in Toronto and Ottawa – contact Publications Ontario for locations and hours of service.

Related Links

Tenant Protection Act, 1997

http://www.e-laws.gov.on.ca/DBLaws/Statutes/English/97t24_e.htm

(See provincial contact for publications, above.)

Housing

This page is published by the Ontario Government and contains a lot of useful information, from renting to moving within Ontario, social housing reforms and building codes

<http://www.gov.on.ca/MBS/english/government/housing.html>

(See provincial contact, above.)

Ontario Rental Housing Tribunal

This organization was formed to resolve disputes between landlords and tenants. The site includes applications, forms, notices, answers to frequently asked questions and standard organizational information.

<http://www.orht.gov.on.ca>

(See provincial contact, above.)

Landlord Self Help

(Toronto) Funded by Legal Aid Ontario, the Landlord's Self-Help Centre is "... an incorporated non-profit organization that provides information, assistance and educational programs to

Ontario's small scale landlords free of charge." A selection of information bulletins is available on the site, which is currently under construction.

<http://www.landlordselfhelp.com>

609 - 477 Richmond St. W, Toronto, ON M5V 3E7

Phone: (416) 504-5190

Ontario Non-Profit Housing Association

"An association of non-profit housing organizations which provide high-quality affordable housing for low- and moderate- income people in communities across Ontario". Lots of information on housing issues including news and a housing search.

<http://www.onpha.on.ca>

489 College Street, Suite 400, Toronto, ON M6G 1A5

Phone: (in the GTA) (416) 927-9144 Fax: (416) 927-8401, Phone: (toll-free) 1 800 297-6660

Central Ontario Co-operative Housing Federation (COCHF)

"One of 23 regional federations across Canada representing housing co-operatives and the housing co-op sector in their region. COCHF serves housing co-operatives in the Kitchener-Waterloo, Cambridge, Guelph and Brantford area of Ontario".

<http://www.cochf.coop>

29 King Street East, Suite 2, Kitchener, Ontario, Canada N2G 2K4

Phone: (519) 579-2424

Fair Rental Policy Organization

An association dedicated to protecting the interests of private sector apartment owners and managers. Provides research rental information.

<http://www.frpo.org>

20 Upjohn Road, Suite 105, Toronto, Ontario M3B 2V9

Toll free: 1 877 688-1960 Fax: (416) 385-7112 Phone: (416) 385-1100

Greater Toronto Apartment Association

Represents private property owners and managers in the Greater Toronto Area (GTA). Over 200 property managers in the GTA belong to this association.

<http://www.gtaaonline.com/>

20 Upjohn Road, Suite 103 Toronto, ON. M3B 2V9

Phone: (416) 385 3435 Fax: (416) 385 8096

Federation of Metro Tenant Assoc. (Toronto)

A Toronto-based lobby group that is very active in helping tenants. They manage a tenant defense fund.

<http://www.torontotenants.org/>

27 Carlton Street, Suite 500, Toronto, Ontario, M5B 1L2

Tenant Hotline: (416) 921-9494, Fax: (416) 921-4177

Greater Toronto Tenants' Association

An advocacy group whose mandate is to "... advance the cause of tenants' rights, including security of tenure and affordability, through organizing, education, lobbying and advocacy". Lots of information on this site.

<http://www.rentersnews.com>

London Property Management Association

Represents individuals who own or manage one or more residential rental units in the London, Ontario area.

<http://www.lpma.ca>

LPMA, 342 Commissioners Rd. W, London, ON N6J 1Y3

Phone: (519) 672-6999 Fax: (519) 672-6462

Rules about Rent

This guide, which looks at the various issues about rent from increases to holdbacks and illegal charges, is provided by the Ontario Rental Housing Tribunal.

http://www.orht.gov.on.ca/userfiles/HTML/nts_3_8078_1.html

(See provincial contact above.)

Rent Check Credit Bureau

Billing themselves as "the landlord service bureau" this Toronto-based company offers a variety of services to landlords, including tenant checking, legal services and consumer reporting.

<http://www.rentcheckcorp.com>

805 - 80 Richmond St W, Toronto, ON M5H 2A4

Phone: (416) 365-7060 Toll Free: 1 800 661-7312, Fax: (416) 365-1987 Fax: 1 800 871-3380

Settlement.org Discussion Forums

An online discussion forum where landlords and tenants can ask questions related to their personal situations, with a particular focus on newcomers to Canada.

http://www.settlement.org/discuss/default.asp?CAT_ID=10

BMNPHC Municipal Tenant's Network

An association that addresses tenants needs throughout the city. Holds regular meetings.

205 Kozlov Street

Barrie, ON

L4N 7S3

705-726-5270

Habitat 90 Housing in Barrie

Offers help to tenants having trouble with landlords. Call to set up an appointment.

320 Bayfield Street Unit 79

Barrie, ON

L4M 3C1

Phone: (705) 739-0485 Fax: (705) 727-0280

Hastings & Prince Edward Legal Services

A non-profit legal organization that assists tenants in learning their rights and advocating on their behalf.

Belleville OFC

158 George St.

Belleville, ON

K8N 3H2

Telephone: 613-966-8686

Hastings Housing Resource Centre

Provides housing support to local area residents including listings and assistance on tenant issues.

<http://www.hastingshousing.com/>

Housing Help Centre

Acts as a one stop shop for tenants looking for housing help such as listings, mediation, and advocacy.

73 Water Street North Unit 3

Cambridge, ON

N1R 7L6

Phone: (519) 622-0815 x 231 Fax: (519) 622-7043

Housing Help Centre

Assists residents in finding suitable housing and dealing with rental issues.
1005 William Street Suite 301
Cobourg, ON
K9A 5J4
Phone: (905) 372-2646 Fax: (905) 372-2205

Fresh Start Housing Centre

A non-profit organization that helps citizens in the community with a variety of housing issues such as providing listings and dealing with landlords.
150 Wyndham St. North
Guelph, ON
N1H 4E8
Tel: (519) 822-2887

McMaster University Off Campus Housing Resource Centre

Provides housing help for university students.
1280 Main St. West, MUSC room B112
Hamilton Ont.
L4S 4S4
(905) 525-9140 ext. 24086

Community Housing Access Network

Acts as a one stop shop for non-profit housing throughout the Hamilton-Wentworth region.
795 King St. East (between Sherman Ave. and Sanford Ave.)
Hamilton, Ontario
L8M 1A8
905-548-5417 905-523-8496 ext. 7815

CityHousing Hamilton

Provides information on tenant associations in rental dwellings designated for seniors.
Hamilton City Hall
71 Main Street West
Hamilton, Ontario, Canada
L8P 4Y5

Housing Help Centre

Provides landlord and tenant information to low income individuals.
<http://www.inform.city.hamilton.on.ca/inh/Details.asp?RSN=29303&Number=30>

Kirkendall Strathcona Neighbourhood House

Provides housing assistance for people with low income. Also researches the need for affordable housing.
210 Napier St
Hamilton, ON
L8R 1S7
905-526-8100 Fax: 905-528-1448

Housing Help Centre

Assists people find and keep affordable housing. Acts as an educational and mediation centre for tenants.
<http://www.kingstonhomebase.ca/>

Kingston Association for Tenants

Operates as a forum for and provides information on the rights and concerns of tenants.
<http://www.kingstontenants.com/>

Housing Help Centre

Help to create sustainable rental relationships between landlords and tenants. One stop referral service.

Lutherwood-CODA
165 King Street East
Kitchener, ON
N2G 2K8
Phone: (519) 743-2460 Fax: (219) 743-5111

Renters Education and Networking Together (RENT)

Provides information sessions that promotes tenants' issues. Also provides assistance in organizing tenant associations.

68 Queen St N,
Kitchener, ON
N2H 2H2
Phone: 519-579-3800 Fax: 519-578-9185

Region of Halton's Housing Help Centre

Provides tenant and landlord services including rental listings and tips.
<http://www.region.halton.on.ca/scs/hnphc/hhelpc/>

Housing Help / Aide Logement

Housing Help is a one-stop housing information and assistance agency. Provides a broad range of services for both tenants and landlords from simple questions to dealing with homelessness.

<http://www.housinghelp.on.ca/>

Action Logement

Provides assistance to those experiencing serious housing problems in the area of searching for affordable, adequate housing, preventing housing loss. Serves primarily a francophone clientele.

<http://www.action-logement.ca/>

Centre for Equality Rights in Accommodation (CERA)

An advocacy group that helps tenants assert their human rights with landlords.

<http://www.equalityrights.org/cera>

Housing Resource Centre

Listings of apartments for tenants, provides housing support for tenants through advocacy and emergency assistance.

<http://www.ccrcc-ptbo.com>

Housing Help Centre

Providing information and services for individuals at risk of being homeless to find and maintain housing.

<http://www.housinghelpcentre.com>

Ontario Tenants / Toronto Tenants

Web guide to Ontario's Landlord and Tenant Act, the Tenant Protection Act, tenants' rights and rental housing issues.

<http://www.geocities.com/torontotenants/>

Thunder Bay Housing Registry

Offers a housing registry and outreach program for tenants in the community. Services include rental listings, Internet access, resource library for landlord and tenant issues. Advocates on behalf of tenants dealing with landlord disputes and provides assistance for applying to the rental tribunal.

30 St. Paul Street Unit 1

Thunder Bay, ON

P7A 4S5

Phone: (807) 344-8601 Fax: (807) 344-8626

Housing Information Services

Acts as a one stop shop for residents in need of housing. Provides listings for tenants and also helps them to learn their rights and responsibilities.

1214 Ottawa Street Suite 1

Windsor, ON

N8X 2E6

Phone: (519) 254-4824 Fax: (519) 254-3450

Renting in Prince Edward Island

Governing or Regulatory Body

Office of the Director of Residential Rental Property

Name of Act / Regulations

Rental of Residential Property Act

Types of Housing/Living Arrangements Covered by the Provincial Legislation

Furnished, partly furnished or unfurnished residential rental units including: any house, dwelling, apartment, flat, tenement, room, mobile homes and land rented as a mobile home site.

Exclusions:

Premises provided by an educational institution to its students; premises licensed under the *Community Care Facilities and Nursing Homes Act*; premises licensed under the *Tourism Industry Act* except when such premises are provided as accommodation for a guest for a *continuous period of one month or more*; premises which provide therapeutic or rehabilitative services or temporary shelter such as transition houses and hostels and other such premises which have supervisory services as that term is defined in the *Community Care Facilities and Nursing Homes Act*; premises provided as group homes under the *Welfare Assistance Act*; premises ordinarily occupied by the owner and vacated by the owner for a period not exceeding seven months during a calendar year, premises which are co-operative housing.

Types of Rental Periods

Leases must have a fixed term with a predetermined expiry date. Verbal or written month to month rental agreements and week to week rental agreements are also allowed.

Is a signed lease required?

No. A verbal agreement can still be binding. Where a written rental agreement exists, the landlord must provide the tenant with a full copy of that agreement within 21 days of the date that the agreement was signed. If the landlord does not provide the tenant with a copy of the written agreement, the tenant is not bound by any terms of that agreement that go above and beyond those already implied by the Act, unless and until the landlord forwards a copy of the lease.

Those entering into a written rental agreement or renewing a written rental agreement and who do not sign the standard form are deemed to have done so and all the provisions of the *Rental of Residential Property Act* and the standard form apply.

Is a signed move in/move out checklist required?

No. A checklist is recommended but not required.

Deposits

The security deposit cannot be greater than one week's rent for a weekly tenancy or one month's rent in any other circumstances. A landlord must request a security deposit on or before the date that the landlord and the tenant enter into the rental agreement. Interest is added to the security deposit each year at a rate that is set annually by a formula prescribed by legislation. When the tenant moves out of the residence, the landlord must either return the security deposit plus accrued interest to the tenant within ten days or serve the tenant with a notice stating why the security deposit is being retained. A landlord can retain the security deposit for cleaning, damages or rent owing. If a tenant receives a Notice of Intention to Retain security Deposit from the landlord and doesn't agree with the landlord's reasons for keeping the security deposit, the tenant has the right to file an Application Re Determination of Security Deposit within 15 days. A tenant should provide the landlord with their forwarding address when they move out.

Key Money

Requiring key money is illegal.

Post-dated Cheques

Landlords may request post-dated cheques, but there is no legal requirement for the tenant to provide them.

Renewal of a Lease Term

Where a fixed-term rental agreement is not terminated by the landlord or the tenant, upon its expiration it automatically converts to a month-to-month rental agreement. If the fixed-term rental agreement contains an option to renew, and the tenant fails to renew the fixed term, the landlord can serve the tenant with a Notice of Termination.

Terminating a Lease: Notice and Timing

Prior to a lease terminating, it is the responsibility of landlord and tenant to re-negotiate terms or terminate the lease. Tenants may not terminate during a fixed-term lease, only at the end of the fixed term. Landlords may only terminate a tenancy for specified reasons as set out in the legislation and cannot terminate simply because a fixed term has expired. However, if the lease contains an option to renew and the tenant fails to renew the lease, the landlord can serve the tenant with a *Notice of Termination* on that basis.

When a fixed-term tenancy goes to a month-to-month term, the landlord cannot force a tenant to sign another lease or agree to another fixed term. When a lease is renewed, unless otherwise agreed, other than the new term of the lease, all other conditions of the lease remain the same.

Depending on the situation, parties may need to serve a notice or a document to a landlord, to a tenant, to the Director of Residential Rental Property or to the Island Regulatory and Appeals Commission. Personal delivery, regular, certified, or registered mail of the document to the relevant person may be used.

If the tenant is renting on a fixed-term lease, such as one year, the tenant must give written notice to the landlord at least two months before the end of the lease. For a month-to-month tenancy the tenant must provide a written notice of termination to the landlord on or before the day that rent is due, and at least one month before the tenant wishes to move out.

A landlord must have a reason to give a tenant notice to vacate and the notice periods depend on the reason. For example:

- rent arrears: 20 days must be given,
- failing to provide quiet enjoyment, failing to fulfill your responsibility for ordinary cleanliness of the interior of the residential premises or for damage caused by you or persons you permitted on the premises, damages beyond reasonable wear and tear, and the damages have not been repaired within a reasonable time: 1 month must be given, and
- a family member moving into the premises, purchaser wants possession of the premises, demolition or conversion of the building to another use, required renovations that cannot be carried out while the tenant is occupying the premises: 2 months must be given, unless it is possession of a mobile home site, in which case 6 months notice must be given.

Assignments and Sublets

Where a fixed-term rental agreement is for six months or more, the tenant can sublet or assign the rental unit, subject to the landlord's consent. The landlord cannot unreasonably withhold consent. If a tenant believes that consent has been unreasonably withheld, he or she may apply to the Director of Residential Rental Property for an order authorizing the sublet or assignment.

Rent Increases: Notice and Timing

Allowable rate of rent increases is set by The Island Regulatory and Appeals Commission each year. If a landlord wishes to increase the rent, he must serve the tenant with a Notice of Increase in Rent of Residential Premises at least three months before the date the recent increase is to take effect. Landlords, who wish to raise the rent above the allowable rate as set by IRAC, must apply to the Director of Residential Rental Property for approval. Landlords may not raise the rent until a fixed-term lease expires. Rent increases are tied to the property, not the tenant. A landlord can increase the rent for a unit once a year, and the amount of rent increase is the same regardless of the number of people living in the unit, or whether the unit has changed hands. The rent for a new tenant rent should be the same as for the previous tenant if a rent increase in that year was already made.

Late Rent Payments

If the rental agreement contains provisions for a penalty for late payment of rent, the penalty shall not exceed one per cent per month of the monthly rent.

Evictions

There are several reasons why a tenant may be evicted and the required notice period the landlord must give depends on the grounds for eviction. The main reason for evictions is rent arrears. If rent is due on the first day of the month and the tenant doesn't pay the rent, the landlord can issue a notice of termination. A tenant can invalidate the notice by paying all of the outstanding rent within 10 days of receiving the notice or the tenant will have to vacate by midnight of the 20th day.

If a tenant receives more than two Notices of Termination that indicate non-payment of rent as the reason for termination, the landlord may apply to the Director of Residential Rental Property for an order terminating the tenancy based on persistent late payment.

Where a notice of termination is served by the landlord, the tenant can make application to the Director within 10 days to set aside the notice of termination and the matter is dealt with in a

hearing of both parties. If the tenant doesn't file an application to set aside the notice of termination within the 10 days, it is deemed that the tenant has accepted the vacate date on the notice of termination and should be moved out by the date stated. If the tenant doesn't vacate, the landlord can file an application requesting possession of the residential premises.

Fine Points

Permitting Landlord Entry to the Premises (Times and Reasons)

Except in the case of an emergency, a landlord shall not enter the premises without the consent of the tenant unless the landlord has served written notice stating the date and time of the entry with at least 24 hours notice. The entrance time stated must be between 9:00 a.m. and 9:00 p.m.

May the tenant withhold rent for repairs?

No.

Changing Locks

Changing locks requires the mutual consent of the landlord and tenant.

Pets and Smoking

May a landlord refuse to rent to a tenant who smokes or has pets?

Yes, a landlord may refuse to rent to a tenant who smokes or has pets.

If a no pets and no smoking clause is written into a lease and the landlord discovers that the tenant has a pet and/or smokes in the rental unit, is this grounds for the landlord to evict the tenant?

Yes, if a tenant breaches the rental agreement by having a pet or smoking in the rental premises this could result in an eviction.

Contact Information

For general information about renting in Prince Edward Island contact:

Office of the Director of Residential Rental Property

134 Kent Street, Suite 501

P.O. Box 577

Charlottetown, PE

C1A 7L1

Toll-free: 1 800 501-6268

Telephone: (902) 892-3501

<http://www.irac.pe.ca/rental/>

Related Links

Rental of Residential Property Act

<http://www.gov.pe.ca/law/statutes/pdf/l-04.pdf>

(See provincial contact above.)

Human Rights Commission

Contact and other basic information about the commission.

<http://www.gov.pe.ca/oag/hrc-info/index.php3>

(See provincial contact above.)

Residential Rehabilitation Assistance Program (Rental)

A description of this program for landlords, which provides assistance for repairs to self-contained units occupied by low-income tenants.

<http://www.gov.pe.ca/infopei/onelisting.php3?number=20808>

(See provincial contact above.)

Rental agreements and links to common rental forms

Links to common forms.

<http://www.gov.pe.ca/infopei/onelisting.php3?number=20580>

(See provincial contact above.)

Director of Residential Rental Property

This page explains the role of the Rentalsman and has an extensive list of forms to be used when a dispute develops between landlords and tenants.

<http://www.irac.pe.ca/rental/>

(See provincial contact above.)

Frequently Asked Questions

This in-depth FAQ answers 76 questions on a broad spectrum of topics relating to tenancies.

<http://www.irac.pe.ca/rental/faq/rrpafaq.asp>

Forms and Processing Fees

A list of forms related to landlord-tenant relations, along with the applicable fees (if any apply).

<http://www.irac.pe.ca/rental/forms/rentalforms.asp>

Rate of Interest on Security Deposits

Describes how interest rates are calculated and provides a table listing the allowable interest rate for each year from 1981 - present.

<http://www.irac.pe.ca/rental/general/interestrates.asp>

Allowable Rent Increases

Explains what allowances are available for rate increases and includes a table that lists the allowable increase rate from 1989 - present.

<http://www.irac.pe.ca/rental/general/rentincreases.asp>

Appeals

This site has extensive information on appeals.

<http://www.irac.pe.ca/appeals/rental/>

Renting in Quebec

Governing or Regulatory Body

Régie du logement

Name of Act / Regulations

Loi sur la Régie du logement and the Civil Code of Quebec

Types of housing/living arrangements covered by the provincial legislation

All principal/permanent residential rental premises including the lease of a room, mobile home placed on a chassis, or land intended for the emplacement of a mobile home.

Exclusions: The legislation does not apply to the lease of a dwelling leased as a vacation resort; the lease of a dwelling in which over 1/3 of the total floor area is used for purposes other than residential; the lease of a room in a health or social services institution (except pursuant to article 1974 of the Civil Code of Quebec); the lease of a room in a hotel establishment; or the lease of a room situated in the principal residence of the landlord, if not more than two rooms are rented or offered for rent and if the room has neither a separate entrance from the outside nor sanitary facilities separate from those used by the landlord.

Types of Rental Periods

All types of rental periods are allowed, for example, month-to-month or annual. It is even possible to have a lease for no fixed duration.

Is a signed lease required?

The law does not require the lease to be written. However, if the lease is written, the applicable lease form of the Régie du logement must be used. A form is required for any new residential lease, including the lease of a room, an apartment, a condominium, a house, or the lease of land intended for the installation of a mobile home. In addition, the law requires the public sector to use the applicable lease forms of the Régie du logement for the lease of a dwelling in low-rental housing in the sense of article 1984 of the Civil Code of Quebec, and for the lease of a dwelling with an educational institution by a student enrolled in that institution. Finally, the schedule “**Services for the Elderly**” must be completed whenever special services are offered to elderly or handicapped persons. Leases that include that schedule are sold at the offices of the Régie du logement and in Quebec bookstores. The law stipulates that a tenant is entitled to receive a copy of the lease within 10 days after entering into the lease.

In the case of an oral lease, the landlord must give the tenant a form entitled “**Mandatory Writing**” within 10 days of the agreement. This form is sold at the offices of the Régie du logement.

Is a signed move in/move out checklist required?

No.

Deposits

Collecting deposits is not allowed. Collecting the final month's rent is not allowed; a landlord may only request the first month's rent.

Key Money

It is illegal for a landlord to require key money.

Post-dated Cheques

It is illegal for a landlord to demand post-dated cheques.

Renewal of a Lease Term

All leases, no matter what their duration, are automatically renewed with the same terms if the landlord does not give the tenant proper written notice, as set out by law, for changing the conditions (discussed below) or termination (see Terminating a Lease: Notice and Timing).

The notice periods in this section apply to changes of conditions, such as a rent increase.

If the lease is for less than 12 months, or the duration is undetermined, the notice of change of conditions must be given at least one month and not more than two months before the end of the term. For leases of 12 months or longer, the notice must be given at least three months and not more than six months before the end of the lease. For the lease of a room, the notice must be given at least 10 days and not more than 20 days before the end of the lease.

Upon receipt of the notice, the tenant has one month to inform the landlord in writing whether he accepts the changes; refuses the changes but will stay in the dwelling, or intends to move out of the dwelling at the end of the lease. If the tenant does not respond to the landlord's notification, changes in the lease are considered accepted.

In the notice of modification, the landlord must advise the tenant of his or her right to refuse the proposed changes to the lease, in writing, within one month of being notified. Upon receiving the tenant's written refusal, the landlord has one month to apply to the Régie du logement to fix new conditions. If the landlord does not apply to the Régie du logement the lease is renewed at the same rent and conditions.

Where the court grants the application of the tenant after the expiry of the time for giving notice of modification of the lease, the lease is renewed but the landlord may, within one month after the final judgment, apply to the court for the fixing of a new rent.

Terminating a Lease: Notice and Timing

Tenants

A tenant may terminate the lease if the tenant provides the landlord with a written notice of non-renewal or cancellation. If the lease is for less than 12 months or the duration is undetermined, the notice must be given to the landlord at least one month and not more than two months before the end of the term. For leases of 12 months or longer, the notice must be given at least three months and not more than six months before the end of the lease.

If the tenant fails to notify the landlord of his or her intention not to renew the lease within the stipulated time frame, the lease is renewed automatically for the same period and under the same conditions as the previous lease (unless a notice of modification was received and accepted by the tenant; see above). In the case of a one-year lease, for example, a tenant who did not notify the landlord of his or her wish to terminate the lease would be held responsible for another one-year lease.

There are only three specific situations when the tenant can cancel the lease during rather than at the end of its term: when a tenant is allocated a dwelling in low-rental housing; when a tenant can no longer occupy his dwelling because of a handicap; or when an elderly person is admitted permanently to a residential and long-term care centre or to a foster home. Different notice periods apply in this case; contact the Régie du logement for further details.

Landlords

The tenant has the right to maintain occupancy in the rental unit indefinitely as long as he or she respects the terms of the lease. However, the landlord may terminate the lease under certain circumstances.

1. Repossession of the dwelling

The landlord may repossess the dwelling from the tenant in order to live there personally, install a first degree relative (for example, a parent or a child); install a relative or person connected by marriage, or by a civil union, to whom the landlord provides principal support; or to install a spouse or former spouse if the landlord provides them with principal support following a divorce, legal separation, or dissolution of civil union.

A landlord wishing to repossess a dwelling must notify the tenant at least six months before the expiry of the lease in the case of a lease with a fixed term of more than six months; if the term of the lease is six months or less, the notice period is one month.

In the case of a lease with an indeterminate term, the notice shall be given six months before the date of repossession or eviction.

In a notice of repossession, the date fixed for the dwelling to be repossessed, the name of the beneficiary and, where applicable, the relationship between the beneficiary and the landlord must be indicated.

Within one month after receiving notice of repossession, the tenant must notify the landlord as to whether or not he intends to comply with the notice; otherwise, he is deemed to refuse to vacate the dwelling.

If the tenant refuses to vacate the dwelling, the landlord may repossess it with the authorization of the court. Such application must be made within one month after the refusal by the tenant.

Where the court authorizes repossession, it may impose such conditions as it considers just and reasonable, including reimbursement of the tenant's moving expenses.

2. Eviction to divide the dwelling, enlarge it or substantially change its nature

The landlord may evict the tenant for the purposes of dividing the dwelling, enlarging it, or substantially changing its nature. In this case the landlord must notify the tenant six

months before the expiry of the lease that the lease will not be renewed. In the case of a lease with no fixed term, this must be done six months prior to the date of eviction.

The notice of eviction must provide the reason for, and the date of, eviction.

The landlord must pay an amount equal to three months' rent as well as reasonable moving expenses to the evicted tenant. The tenant may apply to the court to have it set the amount payable by the landlord.

The amount (excluding moving expenses) is payable at the expiry of the lease; the moving expenses are payable on presentation of receipts.

Within one month after receiving the notice of eviction, the tenant may file an objection with the court; otherwise, he is deemed to have consented to vacate the premises. Where an objection is filed, the burden is on the landlord to show that he truly intends to divide, enlarge or change the nature of the dwelling and that he is permitted to do so by law. Where the court authorizes eviction, it may impose such conditions as it considers just and reasonable.

3. Eviction due to the death of the tenant or an extended sublet of the unit

The landlord may terminate the lease where the tenant has sublet the dwelling for more than 12 months by giving notice to the tenant and the sub-lessee; the notice period is the same as for modification of the lease (see Renewal of a Lease Term).

The landlord may terminate the lease where the tenant has died and was living alone at the time of death, by giving the notice to the heir or to the liquidator of the estate. The heir, or liquidator of the estate, may contest the notice within one month after receiving it; otherwise, he is deemed to have agreed to terminate the lease.

The Régie du logement website provides more information on repossession procedures (see <http://www.rdl.gouv.qc.ca> or the provincial contact, below).

Assignments and Sublets

A tenant, with two exceptions, may sublet all or part of their rental dwelling or assign the lease to someone else. The two exceptions are a student renting a dwelling in an educational institution, and a person renting low-rental housing.

The tenant must advise the landlord in writing of his or her intention to sublet or assign the lease, and provide the name and address of the proposed person. The landlord then has 15 days to inform the tenant whether he or she accepts or refuses the proposed person. In the case of a refusal, a reason must be provided, such as the proposed person's inability to pay the rent. If the landlord does not reply, the landlord is deemed to have consented to the sublet or assignment.

The landlord has the right to be reimbursed for reasonable related expenses (for example, the cost of a credit search) if he or she agrees to the sublet or assignment.

Rent Increases: Notice and Timing

If the duration of the lease is 12 months or less, the rent may not be increased during the course of the lease, and any clause in the lease stating otherwise is without effect.

For leases longer than 12 months, the landlord and the tenant are free to adjust the rent during the course of the lease, if this is provided for in the lease itself. Either party may apply to the Régie du logement for redress if they feel that the amount of rent increase provided for in the lease is excessive or inadequate, even if they had consented to the amount.

Quebec law allows for a rent increase when a new tenant occupies a rental unit; however, at the time of entering into the lease, the landlord must give the tenant a notice stating the lowest rent paid in the 12 months preceding the beginning of the lease. The tenant can contest the rent and ask the Régie du logement to fix his rent. This does not apply to cooperative housing and new buildings; contact the Régie du logement for a list of rental units that would fall under this exception.

There is no ceiling on rent increases or fixed rates of increase—each case is treated specifically. If a tenant has been given proper notification of a rent increase and rejects the rent increase (in writing), the landlord may apply to the Régie du logement to fix the rent.

Late Rent Payments

In the absence of any other agreement, rent is due on the first day of each month (or of each week if the lease is on a weekly basis). Rent is considered late on the day after it is due. The landlord can apply to the Régie to recover the rent due, interest and the application fees. The landlord should first formally request payment from the tenant; otherwise, the landlord may have to assume the cost of the application.

If the rent is more than three weeks late, or if the tenant is habitually late in paying the rent and the landlord suffers serious prejudice as a result, the landlord can apply to have the lease cancelled in mid-course and the tenant and other occupants evicted. If the rent is still outstanding at the time of the hearing, the court will cancel the lease. However, if the rent has been paid, the judge cannot cancel the lease.

Evictions for Cause

In order to cancel the lease in mid-course and evict a tenant for cause, a landlord must apply to the Régie du logement and prove that a “serious injury” has taken place. An example of a serious injury would be the tenant regularly making noise and disrupting the neighbours. See Late Rent Payment (above) for information on terminating the lease due to late rent payments.

Fine Points

Permitting landlord entry to the premises (times and reasons)

The landlord may enter the rental unit with the tenant’s consent to make minor repairs between 7 a.m. and 7 p.m., and to show the rental unit to prospective tenants or buyers between 9 a.m. and 9 p.m. In both cases, the landlord is required to give the tenant 24 hours verbal notice. In cases of emergency, the landlord may enter to check the premises at any time without providing notice.

May the tenant withhold rent for repairs?

The tenant may only withhold rent to cover the cost of repairs if the repairs were urgent and necessary to ensure the preservation or enjoyment of the rental unit and the tenant was not able to reach the landlord in order to inform him or her of the situation. Otherwise the tenant must have the authorization of the Régie du logement, in which case several options are available. The Régie du logement Web site provides more information on withholding rent (see <http://www.rdl.gouv.qc.ca> or the provincial contact, below).

Changing locks

Neither the tenant nor the landlord may change the locks without the express consent of the other party. In no case may the lawful access of either party be prevented.

Pets and smoking

May a landlord refuse to rent to a tenant who smokes or has pets?

Yes, a landlord may refuse to rent to a tenant who smokes or has pets. However, if smoking and pets are allowed in the lease, or the lease does not address these issues, then they are permitted in the rental unit. The tenant should also consult the bylaws of the building they are renting as they may prohibit smoking or pets. The bylaws are considered to form part of the lease and the landlord is bound to give the tenant, before entering into a lease, a copy of the bylaws.

If a no pets and no smoking clause is written into a lease or a bylaw and the landlord discovers that the tenant has a pet or smokes in the rental unit, is this grounds for the landlord to evict the tenant?

Yes, but only if the landlord can prove that this action by the tenant has resulted in a serious injury.

The landlord may also apply to have the tenant cease the offensive activity; for example, for a court order to instruct the tenant to stop smoking in the rental unit or to get rid of the pet.

Other

A landlord may not refuse to rent to someone on the sole basis of that person being pregnant or having one or several children unless the size of the dwelling warrants it.

In cases of disagreement between the landlord and tenant, one of the parties should apply to the Régie du logement. Neither the landlord nor the tenant may take action, for example physically evicting a tenant, without a court decision.

Contact Information

For general information about renting in Quebec contact:

Régie du logement

Phone: Montréal and area: (514) 873-2245

Québec and area: (418) 643-2245

Elsewhere: 1 800 683-2245

<http://www.rdl.gouv.qc.ca>

This Web site provides contact information for all offices, online forms and other information. It has current information highlights on the main page. There is an excellent FAQ section, with links to major topics and good linking between related topics. Forms, in PDF format, can be found under the publications link on the main menu.

http://www.rdl.gouv.qc.ca/en/1_0/index.asp

(See government contact, above)

The Régie du logement is the agency that oversees landlord-tenant issues in the province. Landlords or tenants may receive information, deposit a judiciary application and have a hearing before a commissioner at any office of the Régie du logement.

Related Links

McGill University Off-Campus Housing Service

A plain-language guide to renting in Montréal, with good Quebec-specific information on renting.
<http://www.residences.mcgill.ca/offcampus/ochpage.htm>
3641 rue University, Lower Level, Montréal, QC, H3A 2B3
Telephone: (514) 398-6010

Comité D'Action De Parc Extension

Offers a wide range of information and support on rights and obligations of tenants and landlords.
<http://www.cam.org/~cape/>

Comité logement Bordeaux-Cartierville

Serves the needs of local area tenants.
2005 Victor Dore
Montreal, QC
H3M 1S4
(514) 331-1773
clbc@cam.org

Comité logement Centre-Sud

Offers consultation services on tenant's rights and the appeal process.
1710 rue Beaudry, local 2.6
Montreal, QC
H2L 3E7
(514) 521-5992
centsud@cam.org
<http://www.csdm.qc.ca/cscs/groupe.html#logement>

Comité du logement du Plateau Mont-Royal

Offers legal information, support to tenants as well as advice and notices on issues like non-payment of rent, noise, health issues and heating.
<http://www.cam.org/~clpmr/>

Comité logement Petite Patrie

Acts as an advocate group for tenants.
6747 St Denis
Montreal, QC
H2S 2S3
(514) 272-9006

Comité logement Rosemont

Provides housing help and advocacy for individuals renting in this neighbourhood.
5095 9th Ave
Rosemont, QC
H1Y 2J3
(514) 597-2581
clr@cam.org

Conseil communautaire de Notre-Dame-de-Grâce / Notre-Dame-de-Grâce Community Council

An organization that offers a wide range of programs for residents of the neighbourhood, including advice on tenant rights and regulations.

<http://www.ndg.montreal.qc.ca>

Entraide logement Hochelaga-Maisonneuve

Helps tenants understand their rights and obligations.

2570 Nicolet

Montreal, QC

H1W 3L5

(514) 528-1634

elhm@cam.org

Infologis de l'est de l'Île de Montréal

Informs tenants about their rights and obligations.

<http://www.cam.org/~cdcpat/membres/infologi.htm>

POPIR-Comité logement de St-Henri

Provides assistance to tenants who wish to know their rights.

4281 Notre Dame O

Montreal, QC

H4C 1R7

(514) 935-4649

popir@cam.org

Projet Genèse de Côte-des-Neiges

Represents renters in this community, and keeps them informed of their rights.

5940 Victoria Ave

Montreal, QC

H3W 2R8

(514) 738-2036

RIL de Pointe St-Charles

Promotes the tenant rights of individuals living in this community.

1945 Mullins

Montreal, QC

H3K 1N9

(514) 932-7742

rilsocam@qc.aira.com

OEIL de Côte-des-Neiges

Offers advice on landlord and tenant issues.

3600 Barclay

Montreal, QC

H3S 1K5

(514) 738-0101

oeil@cam.org

Action dignité Saint-Léonard

Helps local tenants learn their rights and seek the proper help.

9089-A Viau
Saint Leonard, QC
H1R 2V6
(514) 251-2874

Comité d'action des citoyennes et citoyens de Verdun

An organization that advocates housing issues on behalf of tenants.

3972 De Verdun
Verdun, QC
H4G 1K9
(514) 769-2228

Le Regroupement des comités logements et associations de locataires du Québec (RCLALQ)

A group of combined tenant associations that work to promote rights for residents.

<http://www.rclalq.qc.ca>

Arnold Bennett's Housing Hotline

Offers legal help to tenants.

1440 Stanley St.
Montreal, QC
H3A 1P7
(514) 488-0412 / (514) 990-0190

Association Des Locataires De Sherbrooke

Acts as an advocate for tenant rights on behalf of Sherbrooke citizens.

<http://www.aide-internet.org/~assolocs/>

Association Des Locataires de Thetford Mines

Assists tenants with learning their legal rights.

<http://www.locataires-tm.org/>

L'Association Des Locataires Des Bois-Francs

Educates tenants on their rights through training sessions, telephone, and publication of literature.

<http://www.agepa.qc.ca/~agepa/locataires/locataires.html>

Renting in Saskatchewan

Governing or Regulatory Body

Office of the Rentalsman

Name of Act / Regulations

The *Residential Tenancies Act* (RTA)

Types of Housing/Living Arrangements Covered by the Provincial Legislation

Rented residential premises including a house, an apartment, a duplex and a site for a mobile home, mobile homes and mobile home sites, subsidized or public housing provided by local housing authorities. Must be located within boundaries of a municipality.

Exclusions:

- room-and-board situations
- university residences
- special care homes
- accommodation attached to and rented with business premises
- hotels or hostels

Types of Rental Periods

Rental periods can be periodic, fixed or any other term naturally agreed to by landlord and tenant.

Is a signed lease required?

No. If the rental agreement is written, the landlord must give a signed copy to the tenant within 20 days of when the tenant signed it.

Is a signed move in/move out checklist required?

No.

Deposits

A maximum of one month's rent is allowed, and it may be used by the landlord to cover any loss, including damages. The security deposit can be paid in two installments. A landlord may require the tenant to pay up to one-half of the security deposit at the beginning of tenancy or within 30 days of receipt of a written demand for payment. The remainder is due within two months or 60 days after receipt of demand for payment. The landlord has seven business days after the tenant moves out to return the security deposit with interest, obtain the written consent of the tenant to keep/access the security deposit and interest, or apply to the Rentalsman for a hearing to resolve any dispute over the return of the security deposit. If the landlord has not returned the security deposit or made an application for a hearing within the seven-day period after the end of the tenancy, the tenant may apply to the Rentalsman for an order to require the landlord to return the security deposit.

Key Money

Requiring key money is not illegal.

Post-dated Cheques

Landlords may request post-dated cheques.

Renewal of a Lease Term

To change lease terms either or both parties must give notice. About 80 per cent of rental agreements in Saskatchewan are for month-to-month terms.

Terminating a Lease: Notice and Timing

When a fixed-term tenancy goes to a month-to-month term, the landlord cannot force a tenant to sign another lease or agree to another fixed term. When a lease is renewed, unless otherwise agreed, other than the new term of the lease, all other conditions of the lease remain the same.

- **If rent is paid monthly**, tenants must give one full month's notice no later than the day before the final month's rent is due.
- **If rent is paid weekly**, tenant must give one full week's notice no later than the day before the final week's rent is due.

The notice must be in writing, identifying the landlord and the premises, be signed by the tenant, state the move date, and be delivered in person or by mail.

Both landlord and tenant may end the lease whenever they want providing both agree. Otherwise, the landlord or tenant can only end the lease in the way set out in the rental agreement.

To discontinue a tenancy agreement, a landlord or tenant must give a written notice of termination based on the rental period. For example, one week's notice is required for a weekly tenancy.

A landlord may terminate a tenancy agreement immediately by serving notice of termination if: the tenant fails to pay the rent for 15 days or longer, commits or permits an illegal act or conducts an illegal business in the dwelling, the conduct of the tenant or his or her guest causes a disturbance, after receiving seven days written notice the tenant has failed to keep his or her dwelling or the common areas clean or to repair damage caused by the tenant or his or her guests.

Assignments and Sublets

The tenant must have the landlord's consent to sublet the residential premises, and the landlord can only withhold consent when it is reasonable.

Rent Increases: Notice and Timing

Landlords must give three months written notice if rent is paid monthly or three weeks notice if rent is paid weekly. A tenant can ask the Rentalsman to make the landlord charge the old rent until proper notice is received.

Late Rent Payments

One day after the rent is due, rent that has not been paid is considered late and the landlord can charge a \$25 late fee.

Evictions

The landlord must give one month's notice, and have a good reason, to evict a tenant. The landlord can ask a tenant to leave immediately if the landlord can prove an illegal or offensive act, nuisance or disturbance bothering neighbours, fails to clean or repair after a seven day written notice or if rent is 15 days or more late. If the tenant refuses to leave, the landlord can apply to the Rentalsman for an *order of possession* and can take legal action to collect any rent owing after the tenant moves out. An order from the Rentalsman gives the landlord the right to collect the money by garnishment or by having the Sheriff seize property.

Fine Points

Permitting Landlord Entry to the Premises (Times and Reasons)

The landlord may enter the premises in the case of an emergency or if the tenant consents.

Otherwise, a 24-hour notice in writing is required specifying whether morning, afternoon or evening is provided. If the tenant has provided a notice to terminate the lease, the landlord can show the premises between 9 a.m. and 9 p.m.

May the tenant withhold rent for repairs?

Yes, only in very serious situations. It is not recommended to withhold rent. Otherwise, to deduct the cost of repairs an order from the Rentalsman is required.

Changing Locks

Requires the permission of both parties.

Pets and Smoking

May a landlord refuse to rent to a tenant who smokes or has pets?

Yes, a landlord may refuse to rent to a tenant who smokes or has pets. If smoking and pets are allowed in the tenancy agreement, or the agreement does not address these issues, then they are permitted in the rental unit.

If a no-pets-and-no-smoking clause is written into a lease and the landlord discovers that the tenant has a pet and/or smokes in the rental unit, is this grounds for the landlord to evict the tenant?

Yes, if pets and smoking are written up to be grounds to evict in the lease, then the landlord may evict the tenant if they discover the tenant smoking or having a pet in the rental unit. The tenant must be given an opportunity to remedy the breach.

Other

Fire regulations, housing standards and human rights laws outside of *the Residential Tenancy Act* also apply. Allowable restrictions or penalties in the rental agreement are: no pets; only a certain number of people can live in the residential premises. The landlord will charge a reasonable extra fee for pets, NSF cheques or late rent payments.

Contact Information

For general information about renting in Saskatchewan contact:

Office of the Rentalsman
120-2151 Scarth St.
Regina, SK
S4N 3V7

Toll-free: 1 888 215-2222 (within Saskatchewan)

Toll-free Fax: 1 888 867-7776 (within Saskatchewan)

Telephone: (306) 787-2699

<http://www.saskjustice.gov.sk.ca/provmediation/rentalsman/default.shtml>

(See Web site for contact information for all offices.)

Related Links

Acts and Statutes

Consolidation of the *Residential Tenancies Act*

<http://www.qp.gov.sk.ca/documents/English/Statutes/Statutes/R22.pdf>

For print versions of provincial documents contact:

Queen's Printer for Saskatchewan

8th Floor, Chateau Tower, 1920 Broad Street, Regina SK S4P 3V7

Phone: (306) 787-6894 or toll free in SK: 1 800 226-7302, Fax: (306) 798-0835

www.qp.gov.sk.ca

Consolidation of the *Residential Tenancies Regulations, 1992*

<http://www.qp.gov.sk.ca/documents/English/Regulations/Regulations/R22R3.pdf>

(See contact for provincial documents, above.)

Office of the Rentalsman

Addresses, phone and fax numbers for the Provincial Mediation Board / Office of the Rentalsman.

<http://www.saskjustice.gov.sk.ca/ProvMediation/>

(See provincial contact, above.)

Landlord and Tenant FAQs

This Web page answers basic questions such as "what responsibilities do landlords have?" One interesting question was: "what type of circumstances does the Rentalsman consider "exceptional"?"

<http://www.saskjustice.gov.sk.ca/ProvMediation/rentalsman/land-ten.shtml>

(See provincial contact, above.)

Security Deposit FAQs

Answers basic questions about security deposits; the information is very similar to the Landlord and Tenant FAQs page.

<http://www.saskjustice.gov.sk.ca/ProvMediation/rentalsman/secur-dep.shtml>

(See provincial contact, above.)

Public Legal Education Association of Saskatchewan (PLEA) Publications:

Public Legal Education Association of Saskatchewan
300 - 201 21st Street East, Saskatoon SK S7K 0B8
Phone: (306) 653-1868 Fax: (306) 653-1869

Renting a Home

The online version of this useful publication. Because a framed Web page is used, you cannot navigate directly to this page. Once you arrive at the Free Publications page, click on the arrow (bottom-right corner of screen) to move to the second page and look in the Housing category.

<http://www.plea.org/freepubs/freepubs.htm>

(See PLEA contact, above.)

Renting a Place to Live

The online version of this publication; it is shorter and not as useful as "Renting a Home". Once you arrive at the Free Publications page, click on the arrow (bottom-right corner of screen) to move to the second page and look in the Housing category.

<http://www.plea.org/freepubs/freepubs.htm>

(See PLEA contact, above.)

Renting in Yukon

Governing or Regulatory Body

Consumer Services, Department of Community Services, Yukon

Name of Act / Regulations

Landlord and Tenant Act (Part 4 Residential Tenancies)

Types of Housing/Living Arrangements Covered by the Provincial Legislation

Residential Premises, Mobile Home Sites

Types of Rental Periods

Weekly, monthly or year-to-year

Is a signed lease required?

No. A tenancy agreement means an agreement between a tenant and a landlord for possession of residential premises, whether written or oral, express or implied. Where a tenancy agreement in writing is executed by a tenant, the landlord shall ensure that a fully executed duplicate original copy of the tenancy agreement is delivered to the tenant within 21 days after its execution and delivery by the tenant.

Is a signed move in/move out checklist required?

No.

Deposits

Amount shall not exceed the amount of rent payable for the first month of tenancy. (A security deposit can be applied towards last month's rent.) The landlord shall pay interest at the rate prescribed (set by the territory) on the security deposit either annually or 15 days after the tenancy is terminated, whichever is earlier. A security deposit can be applied toward the payment of the last rent period under the tenancy agreement. Where a landlord and tenant have signed a statement as to the condition of the residential premises, the security deposit may be applied toward the rectification of damage done to the premises.

Key Money

Requiring key money is not illegal.

Post-dated Cheques

Landlords may not require post-dated cheques or other negotiable instruments to be used for payment of the rent. Landlords may request post-dated cheques but tenants are not obliged to comply.

Renewal of a Lease Term

Year-to-year leases renew for another year if no notice is given. Either party may give notice 90 days before the end of their lease. Parties may negotiate a new lease at that time.

Terminating a Lease: Notice and Timing

Tenants may not give notice during a fixed-term lease, rather at the end of the fixed term. Fixed-term leases expire automatically; the end of a fixed term is a valid reason for the landlord to terminate the tenancy. Otherwise landlords may only terminate a tenancy for specified reasons as set out in the legislation

The same notice periods apply to both landlords and tenants:

- On a year-to-year tenancy, a minimum of 90 days notice is required. The notice to terminate must be given to the landlord by the 90th day before the last day of the year in which the tenancy will end. The end of the lease term is a valid reason for the landlord to terminate the tenancy; in this case they can terminate without substantial breach. Once proper notice is given, the tenancy will end on the last day of the year. Landlords may give a 14-day eviction notice for breach of the agreement or termination by application to a judge.
- For a weekly tenancy, a minimum of one week's notice is required. The notice to terminate must be given to the landlord by the last day of the week prior to the week in which the tenancy will end. Once proper notice is given, the tenancy will end on the last day of the week that follows the notice.
- For a monthly tenancy, a minimum of one month's notice is required. The notice to terminate must be given to the landlord by the last day of the month prior to the month in which the tenancy will end. Once proper notice is given, the tenancy will end on the last day of the month that follows. For example, a tenant who plans to end a tenancy on October 31st must give the landlord a notice of termination by September 30th.
- For a tenancy in relation to a mobile home site, a minimum of 12 month's notice is required. The notice to terminate must be given to the tenant on or before the last day of the month that is 12 months prior to the month when the tenancy will terminate. Once proper notice is given, the tenancy will end on the last day of the twelfth month following the month in which the notice was given. The mobile home site tenancy shall not terminate in any of the months of December, January or February.

Assignments and Sublets

Where the tenancy agreement is for a term of six months or more, a tenant has the right to assign or sublet the rented premises. This is subject to the consent of the landlord and consent shall not be arbitrarily or unreasonably withheld.

Rent Increases: Notice and Timing

Rent increases during the first year of a tenancy agreement are not allowed. Landlords must notify the tenant in writing three months prior to the date of the increase.

Late Rent Payments

The tenant has the responsibility of paying the rent when it is due as stated in the rental agreement.

Evictions

Where a tenant commits a substantial breach of his tenancy agreement, the landlord may either:

- a) apply to a judge for an order terminating the tenancy
- b) terminate the tenancy by giving a 14 day written notice of termination to the tenant stating the effective date of the termination and the details of the alleged substantial breach

A substantial breach includes a breach of responsibility of the tenant as set out in the Act or a series of breaches of a residential tenancy agreement, the cumulative effect of which is substantial.

Fine Points

Permitting Landlord Entry to the Premises (Times and Reasons)

The landlord must first specify an entry time in a written notice and give it to the tenant at least 24 hours before the entry time. Allowable entry times are between 8 a.m. and 9 p.m. Exceptions: The landlord has the right to enter: in the case of emergency; with the consent of the tenant given at the time of entry, to show the premises to prospective purchasers or tenants after notice of termination of the tenancy has been given, or where the tenant abandons the premises.

May the tenant withhold rent for repairs?

The *Landlord Tenant Act* does not address this matter.

Changing Locks

Not allowed. A landlord or tenant shall not, during occupancy of the rented premises by the tenant, alter or cause to be altered the locking system giving entry to the rented premises, except by mutual consent.

Pets and Smoking

May a landlord refuse to rent to a tenant who smokes or has pets?

Yukon's tenancy legislation does not address these issues.

If a no pets and no smoking clause is written into a lease and the landlord discovers that the tenant has a pet and/or smokes in the rental unit, is this grounds for the landlord to evict the tenant?

Yes, if a no smoking or a no pets clause is in the tenancy agreement and all tenants in the building are treated equally (that is to say that no one is allowed pets and there is a no smoking policy throughout the building), tenants breaking these rules would be committing a substantial breach of their lease and an eviction notice would be justified.

Contact Information

For general information about renting in Yukon contact:

Government of Yukon Consumer and Safety Services Community Services

Andrew A. Philipsen Law Centre
2130 Second Avenue
Box 2703
Whitehorse, YK
Y1A 2C6
Toll-free: 1-800-661-0408 (within Yukon)
Telephone (867) 667-5111
<http://www.gov.yk.ca>

Related Links

Yukon Housing Corporation

This organization links "families, communities and the housing industry with programs that offer access to adequate, suitable and affordable housing". Most of the valuable information targets social housing.

<http://www.housing.yk.ca/>

Yukon Housing Corporation Head Office
410H Jarvis Street, Whitehorse, Yukon, Y1A 2H5
Whitehorse callers: (867) 667-5759 (Reception), Yukon Callers from outside Whitehorse: toll-free
1 800 661-0408, ask for 5759, Fax: (867) 667-3664

Yukon Territorial Government

Department of Community Services
Landlord and Tenant Information Hotline: (867) 667-5111

Landlord and Tenant Handbook

This publication is listed on the Yukon government Web site, under the "Justice" section, but is not currently available online. (See provincial contact, above.)

Social Housing

Information on the social housing program, which is available to individuals, families and seniors "in need" who cannot secure affordable, adequate and suitable housing on the private housing market.

<http://housing.yk.ca/services/shp.html>

410H Jarvis Street
Whitehorse, Yukon
Y1A 2H5

In Whitehorse call 867- 667-5759 or call toll free 1-800-661-0408 for Yukon callers outside of Whitehorse.

National (Canada-wide) Renting Information

Co-operative Housing Federation of Canada (CHFC)

Information on both the Canada-wide federation and regional federations. General information about co-operative housing is also provided.

<http://www.chfc.ca/>

Ottawa Office: Co-operative Housing Federation of Canada (CHFC)

225 Metcalfe Street, Suite 311, Ottawa, ON K2P 1P9

Phone: (613) 230-2201 Toll-Free: 1 800 465-2752, Fax: (613) 230-2231

Legal Aid Offices across Canada (CanLaw)

Contact information for Legal Aid offices across the country.

<http://www.canlaw.com/legalaid/aidoffice.htm>

1604-60 Pleasant Blvd., Toronto, ON M4T 1K1

Fax: (416) 923-8458 (Faxes are not to exceed two pages total.) E-mail: contact@canlaw.com

Note: CanLaw no longer publishes their phone number, and asks that the general public use the Internet site. If you are a lawyer, an advertiser, or a journalist and want to contact CanLaw by phone, e-mail them stating the reasons you wish to telephone them and they will contact you.

RentCanada

Billing itself as "Canada's Internet Apartment Guide," this Web site lists provinces and cities, with information on property management firms and classifieds on the sub-pages for each region.

<http://www.rentcanada.com/>

(This is an online resource, with no off-line equivalent published. General phone and contact information is not available.)

Pest Control Canada

A central site providing detailed information on pest control, from a directory of professionals to information on controlling pests, an ask-an-expert section and information on specific pests.

<http://www.pestcontrolcanada.com/>

(This is an online resource, with no off-line equivalent published. General phone and contact information is not available.)

Income from Properties: Toolkit

This site offers a series of useful forms and information sheets for landlords, which are presented in PDF format. The information seems very useful, but landlords should ensure that forms such as the rental application form conform to their province's legal requirements.

<http://www.incomefromproperties.com/default.aspx?p=Toolkit>

Plex Realty Corporation, 6 Brentcliffe Rd., Toronto, ON M4G 3Y2

Phone: (416) 422-4882 Fax: (416) 422-4880

Apartments Living/Rental

Contains information related to apartment living, including basic rental information; both Canadian and US information is available.

<http://apartments.about.com>

About Headquarters, 249 West 17th Street, New York, NY 10011 (This is an online resource, with no off-line equivalent published. A phone number is not available.)

Canada Apartment Listings

A guide to apartment search sites, apartment listings and tips for finding an apartment in Canada.
<http://apartments.about.com/cs/listingsca/>

(This is an online resource, with no off-line equivalent published. Phone and contact information is not available.)

Tenant Verification Service Inc.

Runs credit checks as well as criminal record checks for landlords across Canada as a fee-based service.
<http://www.tenantverification.com/>

Visit our home page at www.cmhc.ca