



RIGHTS OF A TENANT

KNOW YOUR RIGHTS IN THE RENTAL MARKET

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SASKATCHEWAN VOICE OF PEOPLE WITH DISABILITIES

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1. WHAT ARE YOUR RIGHTS WHEN LOOKING TO RENT?

- ☀ **A landlord may not charge you for the following:**
 - Accepting or processing an application.
 - Checking your references.
 - Accepting you as a tenant.
- ☀ **A landlord may charge you for the following:**
 - A security deposit.
 - Keys.
- ☀ **Human Rights Laws do apply to Housing**
 - Discrimination in occupancy is forbidden.
 - There may be exceptions when a landlord is renting in their own home. E.g. only female tenant allowed.
 - It is forbidden for a landlord to refuse to rent based on a disability or based on the fact that a person is on public assistance.
 - If you feel that you are being discriminated against in regards to renting you may bring a complaint to the Human Rights Commission.
 - For information on filing a complaint go to :
http://www.shrc.gov.sk.ca/pdfs/publications/SHRC_Filing%20a%20Complaint.pdf
- ☀ **When viewing a rental unit make sure to:**
 - Look at the state of the unit and note any damage in writing.
 - The landlord should confirm in writing that there was pre-existing damage to the rental unit you are looking at.
 - Ensure that the rental unit has working smoke detectors, working appliances, and working services (heating, plumbing).
 - Enquire into added expenses such as utilities and parking as these things can significantly raise your rent, these extra expenses should be included in your rental agreement.

2. WHAT TO DO WHEN MOVING IN OR MOVING OUT?

- ☀ **Complete a move in/move out checklist**
 - This checklist is not legally required however it is highly recommended.
 - Both the Landlord and the Tenant should each have a signed copy completed after doing a walk-through.
 - The list may include things that have been damaged by previous renters such as: Stained carpet, scratched floors, chipped counters etc.

This list will ensure that you are not charged for the damage caused by previous renters when you move out.

For an approved copy of a move in checklist go to :

<http://www.justice.gov.sk.ca/PremisesChecklist.pdf>

3. WHAT ARE YOUR RIGHTS AS A TENANT?

Your landlord may not demand or collect money for rent that is due in the future.

This does not include the security deposit.

You have the right to the quiet enjoyment of your rental property this includes:

The right to privacy.

Freedom from unreasonable disturbances caused by other renters or your landlord.

The right to exclusive possession.

This right means that you can have guests over as well as decide who you would not allow into your home.

Your landlord usually may not restrict access to a person who you have allowed as a guest.

The right to quiet enjoyment is not breached by minor annoyances such as neighbours making normal amounts of noise (E.g. talking at a normal level and watching TV).

You have the right to use the common areas

The landlord may not restrict your access to your unit or the common areas.

Your landlord may not threaten to evict you for no reason or to remove your possessions.

4. WHAT ARE YOUR RESPONSIBILITIES AS A TENANT?

Rent must be paid when it is due. It must be delivered to the address provided in the lease agreement, unless an alternative method has been agreed upon. The day after your rent is due it is considered late.

If your property is a house or a mobile home, you are responsible for the general cleanliness of the outside of your property.

You are responsible to keep the inside of your rental unit reasonably clean in

accordance with health and safety standards and in accordance with the rental contract.

If damage occurs:

If the damage is caused by your own personal actions it is your responsibility to repair it.

If the damage is due to regular wear and tear it is your landlord's responsibility to repair it. For example, your landlord must repair problems regarding: Sewage backups, broken heating systems, leaking roofs, windows that won't open or close, etc.

If the damage is to something that is not included in your lease agreement such as furniture and small appliances, it is your responsibility to replace or repair it.

Pets

If your agreement states that you may have pets, or if it does not specifically say that you may not have pets, then pets are allowed.

Your landlord may charge extra for keeping a pet.

If your rental agreement states that you may not have pets, and you keep a pet this is grounds for eviction.

The landlord must give you reasonable time to remedy the situation (i.e. get rid of your pet).

5. WHAT ARE YOUR LANDLORD'S RIGHTS?

A landlord may require a security deposit. This may be:

No more than one month's rent.

Your landlord must request the security deposit at the time of entering the agreement. If they do not ask for the security deposit at this time, they may not ask for it later.

Your landlord may not include a term in your lease that allows them to automatically keep your entire security deposit.

If Social Services withdraws a guarantee for you, your landlord may request a security deposit at this time, which may be made in two payments.

Your landlord may request post-dated cheques for payment of rent.

6. WHEN MUST A LANDLORD MAKE A RENTAL UNIT ACCESSIBLE?

☀️ **According to section 2 of the Canadian Human Rights Act (CHRA) :**
“...all individuals should have an opportunity equal with other individuals to make for themselves the lives that they are able and wish to have and to have their needs accommodated ... without being hindered in or prevented from doing so by discriminatory practices” This means that in Canada a landlord has a duty to accommodate a person with a disability. This means that a landlord must make the accommodation safe and accessible for use.

Section 15(2) of the CHRA gives an example of when it is acceptable for a landlord Not to accommodate on the basis of a disability. It states that when accommodation imposes “undue hardship on the person who would have to accommodate those needs, considering health safety and cost”. If this applies the landlord is justified in not making accommodations. This undue hardship can be defined as unreasonable cost or risk to health and safety.

☀️ **According to the Centre for Equality Rights in Accommodation:**
Accommodation needs to be made with the dignity of the individual in mind
Accommodation should be individualized (meaning that the landlord must take in to consideration the unique needs of each person).
Accommodation should allow the occupant full participation allowing the individual equal enjoyment of the rental facility.

The landlord should work with the person requesting changes to best accommodate them. For example looking at tax deductions, social assistance programs, or spreading the changes out over time.

If you believe that you are being unfairly denied accommodation you can make a complaint to the Saskatchewan Human Rights Commission.

For information on filing a complaint go to: http://www.shrc.gov.sk.ca/pdfs/publications/SHRC_Filing%20a%20Complaint.pdf

7. IF YOU REQUIRE ACCOMMODATION WHAT ARE YOUR RESPONSIBILITIES?

You must let your landlord know of the change that you require.
You may need to provide your landlord with medical documentation as to reasons why you need the accommodation and what accommodations you might need. You do not need to tell them any specific diagnosis.
You must be aware that it may not always be possible to get all of the accommodations that you request and it is best to work with the landlord to discuss the best possible options.

8. WHAT ARE THE RESPONSIBILITIES OF YOUR LANDLORD?

A landlord may not end a service that was previously provided or begin to charge for a facility that was previously provided (such as laundry or a gym) unless you have agreed to it, or they obtain an order.

The landlord must maintain your property regardless of whether wear and tear occurred before you moved in or while you live there.

☀️ **It is the landlord’s responsibility to repair any damage that results from regular ‘wear and tear’. Some examples of this include:**
Leaking roof, cracked walls, flooring issues.
Heating system issues / Plumbing issues.
Appliances that have been provided by your landlord such as refrigerator and oven. Any other amenities as agreed to by your contract.

The landlord must maintain appliances and general services such as heat, power, and water.

9. WHEN CAN YOUR LANDLORD ENTER YOUR RENTAL UNIT?

☀️ **The landlord may not enter your unit unless:**
You give them permission at the time of entry or have told them no more than 7 days earlier that they may enter OR 24 hours notice has been given to you in writing, including why they are entering and the date they will enter OR your unit appears to be abandoned OR there is an emergency.
The notice must give you a 4 hour window between 8 am and 8pm from Monday-Saturday when they intend on entering.

10. WHEN CAN YOUR LANDLORD RAISE YOUR RENT?

If your rental agreement indicates that your rent increases based on the number of people living with you, and you have someone move in, your rent may increase.

If you have a fixed term tenancy agreement, your rent may not be increased unless the amount of the increase and the date of the increase was agreed upon at the time of entry into the agreement.

If you are on a periodic lease (month-to-month or week-to-week) the landlord

must give you 12 months notice or 6 months notice if they are a member of the Saskatchewan Rental Housing Industry Association (SRHIA).

Your landlord may not increase your rent if it has been less than 12 months since your last increase (or 6 months if they are a member of the SRHIA).

If your lease is new, your landlord may not give you notice of rent increase for the first 6 months.

11. RENEWAL OF YOUR LEASE

Your landlord must tell you at least 2 months before the end of your lease whether or not they are going to renew it.

The renewal agreement must include if there is going to be a rent increase.

Neither you or your landlord is required to renew the lease.

12. WHAT DO YOU DO IF YOU WANT TO END YOUR TENANCY?

You must give written notice to end your tenancy, or have a written agreement with your landlord.

If you are on a fixed term tenancy, your tenancy ends on the date specified in your lease agreement, unless you have entered into a new agreement.


If you have Periodic tenancy you must give 1 months notice for month-to-month tenancy, or 1 weeks notice for week-to-week tenancy.

If your landlord has done something that is out of your agreement, or has done something to not uphold your agreement you may end your tenancy by written notice, naming a day after that notice is given that it will end.

You must first give them a reasonable amount of time to fix the issue .

13. HOW MAY THE LANDLORD END YOUR RENTAL TERM?

If you have not paid your rent for 15 days or more after it was due, your landlord may end your rental term immediately.

 **Your landlord may end your rental term by giving notice for any of the following reasons:**

Your security deposit has not been paid within 30 days.

You are always late with your rent.

You have been disturbing your neighbours.

You have caused major damage to the property.

You have put the property at risk.


You have tried to sublet the property without getting written permission.

You have broken your contract.

You have smoked in a non-smoking unit.

For any of the above reasons, your landlord must give you 1-month's notice and they must have given you a chance to fix the problem.

Your landlord must deliver the notice to you personally or by posting it to your front door and delivering it by mail.

 **The notice must include:**

The date / date the tenancy is supposed to end.

The address of your rental unit.

The reason for ending the agreement.

It must be on the proper form.

Otherwise the notice is not affective.

14. WHAT CAN YOU DO IF YOU HAVE RECEIVED NOTICE TO END YOUR RENTAL TERM?

You may dispute the notice by giving your landlord written notice within 15-days of receiving the letter. If you do not dispute you must leave by the date on the notice.

The landlord does not have possession over your unit until you have vacated the unit, or they get an order of possession.

This means that they may not remove your possessions or change the locks until you have vacated.

15. WHAT DO YOU DO IF YOU ARE HAVING PROBLEMS WITH YOUR NEIGHBOURS?

The first thing you should do is bring your problem to the attention of your landlord. It is their responsibility to ensure that you feel safe.

Remember that you have the right to the quiet enjoyment of your property.

If your neighbours are interfering with that, it is your landlord's job to remedy this.

If your landlord does not take action, see below.

16. WHAT DO YOU DO IF YOU FEEL YOUR LANDLORD IS NOT TREATING YOU WELL?

First you should speak with your landlord as often times issues can arise out of misunderstandings.

Do not withhold your rent as this can give your landlord a reason to serve you with a notice to end tenancy.

You can bring an application to the Office of Residential Tenancy for an **ORDER** to get your landlord to repair something that it is his responsibility to repair. Before you do this, you should tell your landlord that something is broken and request it to be fixed.

If your landlord does not fix it, next you should make a request in writing. If the problem is not resolved you should apply to the Office of Residential Tenancy.

For step-by-step instructions on how to make an application go to: <http://www.justice.gov.sk.ca/ORT-CL>

If you feel you are being discriminated against by your landlord you may make a complaint to the human rights commission.

17. AN ORDER REFERS TO:

If you make a complaint to the Office of Residential Tenancies they will provide an order for a dispute to be brought in front of a board, usually at a hearing.

This is the same type of order that a landlord may get against you.

For more information on how to get an order, or how it works visit : http://www.plea.org/legal_resources/?a=355&searchTx=renting%20a%20home&cat=19&pcat=4

18. DISABILITY HOUSING SUPPLEMENT ELIGIBILITY

This is a program that provides either an accessibility support supplement or a physical support supplement to eligible participants. It has been put in place to help with extra costs involved in renting accessible housing. It also assists in making housing more accessible.

- ☀ **Disability housing support includes the following:**
Structural modification, Installation of an assistance device, modification of an assistance device, the accommodation of a service animal, accommodation that allows you to live near a supportive person or service, or helps with your safety.

To qualify you must be an eligible person with a disability that according to a program manager would benefit from the program.

- ☀ **To Apply for Saskatchewan Disability Rental Housing Supplement go to:** <http://www.socialservices.gov.sk.ca/forms/1902.pdf>

- ☀ **For a complete guide on how to apply go to** <http://www.socialservices.gov.sk.ca/forms/SRHS-app-guide.pdf>

Eligible Rental Accommodations

- ☀ In order to be eligible for Disability Housing Supplement the rental accommodation must have a support that is in relation to the disability of the person who is applying. The accommodation must be safe, and is in good enough condition to warrant further spending for more supports. This is determined by a program manager. In order to meet the requirements the accommodation must meet certain health and safety requirements these can be found at : <http://www.socialservices.gov.sk.ca/SRHS-health-safety.pdf>

19. FOR MORE INFORMATION VISIT:

☀ Office of Residential Tenancies

120 – 2151 Scarth Street
Regina, SK
S4P 2H8

Toll-free: 1-888-215-2222 (within Saskatchewan)

Toll-free fax: 1-888-867-7776 (within Saskatchewan)

Tel.: 306-787-2699

Fax: 306-7875574

<http://www.justice.gov.sk.ca/ORT>

See Web site for contact information for all offices.

☀ The Residential Tenancies Act, 2006

<http://www.qp.gov.sk.ca/documents/english/Statutes/Statutes/R22-0001.pdf>

☀ Residential Tenancies Regulations, 2007

<http://www.qp.gov.sk.ca/documents/english/Regulations/Regulations/R22-0001r1.pdf>

☀ Information for Landlords and Tenants:

<http://www.justice.gov.sk.ca/Information-for-Landlords-and-Tenants>

☀ Saskatchewan Human Rights Commission

www.shrc.gov.sk.ca

☀ Public Legal Education Association of Saskatchewan

www.plea.org

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20. SOURCES USED

☀ Legislation

Canadian Human Rights Act, c. H-6, RSC 1985, ss. 2, 15(2).

The Landlord and Tenant Act, being Chapter L-6 of the Revised Statutes of Saskatchewan, 1978, RS 2000, ss 5, 18, 28.

The Residential Tenancies Act, being Chapter R-22.0001 of the Statutes of Saskatchewan, 2006, RS 2006, ss 1, 12, 23, 24, 25, 26, 40, 42, 43, 44, 45, 46, 48, 49, 51, 53, 54, 55, 56, 57, 58, 63, 65, 72, 82.

The Disability Housing Supplement Regulations, being Chapter S-8 Reg 8, SR 2011, ss 1, 3, 9, 10.

☀ Secondary Sources

Barnett, Laura, Nicol Julia, Walker Julian, *An Examination of the Duty to Accommodate in the Canadian Human Rights Context*. (March 13, 2013), online: Library of Parliament (Publication No. 2012-01-E, 10 January 2012).

<http://www.parl.gc.ca/Content/LOP/ResearchPublications/2012-01-e.pdf>

Human Rights in Housing in Canada: An Advocates Guide, (March 13, 2013), online: Centre for Equality Rights in Accommodation

<http://www.equalityrights.org/cher/National%20Guide%20English%20Final.pdf>

Renting a Home, (December 1), online: Public Legal Education Association; Legal Information for Everyone http://plea.org/legal_resources/?a=355&searchTxt=rent&cat=19&pcat=4

Renting in Saskatchewan, (November 15), online: Canada Mortgage and Housing Corporation

http://www.cmhc-schl.gc.ca/en/co/reho/yogureho/fash/fash_012.cfm

Office of Residential Tenancies (Rentalsman), (November 15), online: Government of Saskatchewan

<http://www.justice.gov.sk.ca/ORT>

Ziff, Bruce et al, *A Property Law Reader: Cases Questions and Commentary*, 3d ed (Toronto: Carswell/Thomson Reuters Canada Ltd, 2012).

☀ Jurisprudence

Kenny v Preen, [1962] 3 All ER 814 (available on WL Can).

Pellat v Monarch Investments Ltd (1981), 23 RPR 8 (available on WL Can).

Southwark LBC v Tanner, [2001] 1 AC.1 (H.L).