Form 3

Schedule 1 to *The Residential Tenancies Regulations, 2007*

Standard Conditions of a Tenancy Agreement

NOTE: These Standard Conditions are part of every tenancy agreement. Landlords and Tenants should consult *The Residential Tenancies Act, 2006* (the "Act") and *The Residential Tenancies Regulations, 2007* (the "regulations") to determine the full extent of their rights and obligations. If there is a conflict between these Standard Conditions and the Act or the regulations, the provision in the Act or regulations prevails. You can find links to the Act and regulations on the website of the Office of Residential Tenancies: www.justice.gov.sk.ca /ORT

Application of The Residential Tenancies Act, 2006

1(1) These standard conditions form part of every tenancy agreement.

(2) The terms and conditions of any tenancy agreement, and any changes or additions to the terms and conditions, may not contradict or change any right, obligation or standard condition under *The Residential Tenancies Act, 2006* or a regulation made pursuant to that Act.

(3) If a term or condition of a tenancy agreement does contradict or change such a right, obligation or standard condition, the term or condition of the tenancy agreement is void and cannot be enforced.

Written tenancy agreements

2(1) Tenancy agreements do not have to be in writing. However, if a landlord and tenant enter into a written agreement, it must comply with the provisions of the Act and the regulations. The landlord must give the tenant a copy of the signed agreement within 20 days after the agreement is entered into.

(2) A fixed term tenancy for more than three months must be in writing, failing which it will be deemed to be a monthly tenancy. In addition, any written tenancy agreement that does not set out the date on which it is to end will also be deemed to be a monthly tenancy.

(3) Even if a tenancy agreement is not in writing, the landlord must provide the tenant with an address for service and telephone number as well as a telephone number for emergency repairs.

[see sections 19, 20 and 21 of *The Residential Tenancies Act, 2006*]

Security deposits

3(1) A security deposit may not exceed the equivalent of one month's rent. A tenant does not have to pay more than 50% of the security deposit on the date the tenancy agreement is entered into. The balance of the security deposit must be paid within two months after the tenant takes possession of the rental unit. (Special rules apply if the Minister responsible for *The Saskatchewan Assistance Act* guarantees payment of the security deposit.)

(2) If a landlord accepts a security deposit that is greater than one month's rent, the tenant may deduct the overpayment from rent or apply to the Director of

Residential Tenancies to recover the overpayment.

[see sections 25 and 26 of *The Residential Tenancies Act, 2006*]

Payment of rent

4(1) A tenant must pay rent when it is due, whether or not his or her landlord complies with all requirements of *The Residential Tenancies Act, 2006*. If a landlord is in breach of the Act or the regulations, a tenant should, instead of withholding rent, make an application to the Director of Residential Tenancies.

(2) A landlord must provide a tenant with a receipt for rent paid in cash.

(3) A landlord must not terminate or restrict a service or facility without the tenant's consent unless the landlord obtains an order from the Director of Residential Tenancies.

(4) A landlord is prohibited from imposing charges or increasing rent for a service or facility that was previously available at no cost, unless the tenant agrees or the landlord obtains an order from the Director of Residential Tenancies.

(5) A tenancy agreement must not include a provision that all or part of the rent payable for the remainder of the term of the tenancy agreement becomes due and payable if the tenant breaches a provision of the tenancy agreement.

[see sections 41, 42 and 43 of The *Residential Tenancies Act, 2006*]

Rent increase

5(1) A landlord under a periodic tenancy must give a tenant six months' advance written notice of a rent increase, and the landlord shall not increase the rent more than twice each year.

(2) If a landlord fails to give the required six months' notice, the rent increase won't take effect until six months after written notice is given. If a landlord increases rent without proper notice, the tenant can apply to the Director of Residential Tenancies for compensation.

(3) A landlord under a fixed term tenancy must not increase the rent under that fixed term tenancy unless the amount of the increase (expressed either as a dollar amount or as a percentage) and time when an increase is to come into effect have been agreed to between the landlord and the tenant at the time the fixed term tenancy is entered into.

[This provision is applicable to landlords who are members of the Saskatchewan Rental Housing Industry Association. All other landlords are required to provide written notice of a rent increase one year in advance of effective date of the rent increase, and may give only one notice of rent increase annually. No increase can take effect during the first 18 months of a tenancy. See sections 53.1 and 54 of *The Residential Tenancies Act, 2006* and *The Residential Tenancies Regulations, 2007*]

Assignment and subletting

6(1) If a tenant has entered into a tenancy agreement for a fixed period (as opposed to a "month to month" tenancy), a tenant may sublet a rental unit only with the written consent of the landlord. However, the landlord must not

unreasonably withhold consent to the proposed sublease and must not charge a tenant a fee of more than $20 for considering or consenting to a sublease.

(2) If a rental unit has been sublet, the original tenant remains responsible for fulfilling the tenant's obligations under *The Residential Tenancies Act, 2006* and the tenancy agreement with respect to matters that arose before the date the unit was sublet.

[see section 50 of *The Residential Tenancies Act, 2006* and section 7 of *The Residential Tenancies Regulations, 2007*]

Protection of tenant's right to quiet enjoyment

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

(a) reasonable privacy;

(b) freedom from unreasonable disturbance from the landlord or other tenants;

(c) exclusive possession of the rental unit; and

(d) use of common areas for reasonable and lawful purposes.

[see section 44 *of The Residential Tenancies Act, 2006*]

Landlord and tenant obligations to repair and maintain

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

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

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

[see section 49 of *The Residential Tenancies Act, 2006*]

Landlord's right to enter rental unit

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

(a) the tenant gives permission at the time of the entry;

(b) at least 24 hours (and not more than seven days) before the entry the landlord gives the tenant written notice that sets out the date and time of entry and a reasonable purpose for entering;

(c) the landlord enters the unit to provide housekeeping or related services

pursuant to a written agreement with the tenant;

(d) the landlord has an order from the Director of Residential Tenancies that authorizes the entry;

(e) the tenant appears to have abandoned the rental unit;

(f) an emergency exists and the entry is necessary to protect life or property.

(2) The notice provided by the landlord must state a maximum four-hour period during which the landlord will enter the rental unit. Entry can only be made between 8 a.m. and 8 p.m. on a day that is not a Sunday or a day of religious worship for the tenant, unless the tenant otherwise agrees.

(3) If a tenant has given notice to end the tenancy, the landlord may enter the rental unit for the purpose of showing it to prospective tenants, but only if the landlord complies with section 10 of these standard conditions.

(4) A landlord must not enter a rental unit for the purpose of showing it to a prospective purchaser without first giving the tenant 24 hours' notice or obtaining the consent of the tenant.

[see section 45 of *The Residential Tenancies Act, 2006*]

Notice of entry where tenant has given notice of intention to end the tenancy

10(1) If a tenant has given notice to end the tenancy, the landlord may enter the rental unit for the purpose of showing it to prospective tenants, but only if:

(a) the tenant has given permission;

(b) the landlord gives notice (which the tenant has received) at least two hours before entry; or

(c) the landlord and the tenant have agreed in writing to the circumstances under which the landlord may enter the rental unit, provided that the terms are reasonable and the agreement is entered into after the tenant has given notice to end the tenancy.

(2) If a landlord does not have permission from the tenant and there is no written agreement, the landlord must make a reasonable effort, at least two hours before entry, to contact the tenant at a phone number or e-mail address provided by the tenant. If the landlord is still unsuccessful in notifying the tenant, or the tenant has not provided contact information, the landlord may enter the unit without prior notice by posting a notice on the door of the rental unit that sets out the time and date of entry.

[see section 7 of *The Residential Tenancies Regulations, 2006*]

Tenant's right of access protected

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

Prohibitions on changes to locks and other access

12(1) A landlord must not change locks or security codes to a rental unit unless the tenant agrees to the change and the landlord provides the tenant with new keys or new security codes for the unit. Similarly, a tenant must not change locks or security codes to a rental unit unless the landlord consents to the change or the Director of Residential Tenancies has ordered the change.

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

[see section 48 of *The Residential Tenancies Act, 2006*]

How a tenancy ends

13(1) A tenancy can be ended only if:

(a) the tenant or landlord gives written notice to end the tenancy in accordance with sections 56 to 61 of *The Residential Tenancies Act, 2006*; [see Standard Conditions 14 to 18, below]

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

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

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

(e) the Director of Residential Tenancies orders that the tenancy is ended.

(2) A tenancy for a fixed period (as opposed to a “month to month” tenancy) ends on the date specified in the tenancy agreement unless the landlord and tenant have entered into a new tenancy agreement. [Note that a landlord must give a tenant notice at least two months before the end of the tenancy, either offering terms of renewal or advising that no offer of renewal will be made. See sections 8.1 and 8.2 of the Regulations]

[see section 55 of *The Residential Tenancies Act, 2006*]

Tenant’s notice

14(1) A tenant may end a month to month tenancy by giving the landlord notice at least one month before the day of the month on which rent is payable.

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

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

[see section 56 of *The Residential Tenancies Act, 2006*]

Landlord's notice for non-payment of rent

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

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

[see section 57 of **The Residential Tenancies Act, 2006**]

Landlord's notice for cause

16(1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

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

(b) the tenant is repeatedly late paying rent;

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

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

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

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

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

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

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

(j) the rental unit must be vacated in accordance with the order of any lawful authority, including the Director of Residential Tenancies;

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

principal residence.

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

[see section 58 of *The Residential Tenancies Act, 2006*]

Landlord's application for order ending tenancy early

17(1) A landlord may apply to the Director of Residential Tenancies for an order that will end the tenancy early if it would be unreasonable to require the landlord to give notice under standard condition 16.

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

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

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

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

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

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

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

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

(e) caused extraordinary damage to the residential property.

[see section 68 of *The Residential Tenancies Act, 2006*]

Landlord's notice at end of employment with the landlord

18 A landlord may end the tenancy of his or her own employee after the employment is ended by providing at least one month's notice.
[see section 59 of *The Residential Tenancies Act, 2006*]

Landlord's use of property
19 A landlord may, under certain circumstances, end a tenancy for reasons related to the landlord's use of the property (e.g., demolition of the property, sale of the property to someone who will occupy the property, or use by a close family member or friend).

[The provisions in this regard are quite detailed and are set out in sections 60, 61 and 62 of *The Residential Tenancies Act, 2006*.]

Leaving the rental unit at the end of a tenancy

20 When a tenant vacates a rental unit:

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

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

[see section 51 of *The Residential Tenancies Act, 2006*]

When landlord may regain possession of rental unit

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

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

(b) the landlord obtains an order for possession, and a writ of possession has been directed to a sheriff, pursuant to subsection 70(13) of *The Residential Tenancies Act, 2006*.

[see also section 65 of *The Residential Tenancies Act, 2006*]

Liability for not complying with this Act or a tenancy agreement

22 If a landlord or tenant does not comply with *The Residential Tenancies Act, 2006*, the regulations made pursuant to that Act or their tenancy agreement, the non-complying landlord or tenant must compensate the other for any resulting damage or loss, including loss of rent paid or payable. However, a landlord or tenant who claims compensation for any damage or loss must do whatever is reasonable to minimize the damage or loss.

[see section 8 of **The Residential Tenancies Act, 2006**]

Public housing authorities

23(1) The Residential Tenancies Act, 2006 and the regulations made pursuant to that Act contain special provisions regarding:

(a) housing provided by public housing authorities; and

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

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

[See Division 2 of Part III, Part IV and Part V of **The Residential Tenancies Act, 2006**]

Notices

24 Notices required by The Residential Tenancies Act, 2006 or The Residential Tenancies Regulations, 2007 must be in writing. Most notices and documents can be served by personal service, registered mail or ordinary mail. Individuals serving notices or documents should refer to section 82 of The Residential Tenancies Act, 2006 for details.

[see section 82 of *The Residential Tenancies Act, 2006* and section 12 of *The Residential Tenancies Regulations, 2007*]

Disputes

25(1) Either the tenant or the landlord has the right to make an application regarding a residential tenancy dispute as provided in *The Residential Tenancies Act, 2006*.

(2) Any application regarding a residential tenancy dispute shall be made to the Director of Residential Tenancies in accordance with *The Residential Tenancies Act, 2006* and the regulations made pursuant to that Act.

[see section 70 of *The Residential Tenancies Act, 2006*]

16 Feb 2007 cR-22.0001 Reg 1; 2 Jan 2009 SR 128/2008 s5.